

Channing Villas HOA, Inc.

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DECLARATION OF PARTY FACILITIES,
CONTIGUOUS EASEMENTS AND RESTRICTIVE COVENANTS

THIS DECLARATION, made this 15th day of
August, 1979, by CHANNING VILLAS, INC., a Florida
Corporation, hereinafter referred to as the Declarant,

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of
the following described property, to-wit:

See EXHIBIT "A" attached hereto and
made a part hereof by reference

WHEREAS, Declarant is desirous of constructing a
duplex development of 37 structures, each of which contains
two (2) apartments connected by a common wall; and

WHEREAS, the proposed location of each duplex unit
and each common wall is shown in EXHIBIT "B", which is attached
hereto and made a part hereof by reference; and

WHEREAS, each such structure is designed to be oc-
cupied solely by two (2) single families living independently
of each other, one family in each duplex apartment unit; and

WHEREAS, each such duplex apartment unit will share
a common wall with the adjoining unit, and each such common
wall is to be located on an imaginary line which is more par-
ticularly described on EXHIBIT "B"; and

WHEREAS, Declarant is desirous of declaring the above
described common wall to be a party wall; and

WHEREAS, Declarant is further desirous of setting
forth the respective rights and duties of the purchasers, in-
cluding their heirs, assigns, successors, and grantees, of
the above described duplex units pertaining to said party wall
and other material matters hereinafter described; and

WHEREAS, Declarant is further desirous that this
Declaration be construed to create a covenant running with
the land; and

WHEREAS, Declarant is further desirous of subjecting
the property described in EXHIBIT "A" to the covenants, re-
strictions and conditions set out herein for the health and
general welfare of all property owners within CHANNING VILLAS.

NOW THEREFORE, it is hereby declared that the proper-
ty described in attached EXHIBIT "A" is and shall be held, con-
veyed, transferred and occupied subject to the covenants, re-
strictions, easements, charges, and liens herein set forth:

1. The common wall located on an imaginary line
as more particularly described in the aforesaid EXHIBIT "B"
shall be a party wall, and limited common property for the
perpetual benefit of the use by the owner, including heirs,
assigns, successors and grantees, of each duplex apartment
unit.

2. In the event of damage or destruction of the
party wall, and limited common property from any cause
whatsoever, other than the negligence or willful misconduct
of a duplex apartment owner, the duplex owners of said party
wall shall, at their joint expense, repair and rebuild said
wall, and limited common property, and each duplex apartment
owner shall have the right to full use of said wall and limited

Prepared by and return to:
JOHN R. DAY
Day, Williamson, Grantham
& Hoss
P.O. Drawer 951
Lake Worth, Florida 33460

common property repaired or rebuilt. In the event it shall become necessary or desirable to perform maintenance thereon the whole or part of the party wall, and limited common property, such expense shall be shared equally by the owners of adjoining duplex apartment units or their successors in title. Whenever such wall, and limited common property or any part thereof, shall be rebuilt, it shall be erected in the same manner and at the same location where it shall initially be constructed, and shall be of the same size, and of the same or similar materials and of like quality; provided, that if such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of one of the duplex apartment unit owners, any expense incidental thereto shall be borne solely by such wrongdoer. If a duplex apartment owner shall refuse to pay his share, all or part of such cost in the case of negligence or willful misconduct, the other duplex apartment owner may have such wall repaired or reconstructed and shall be entitled to a lien on the duplex apartment of the owner so failing to pay for the amount of such defaulting owner's share of the repair or replacement. If a duplex apartment owner shall give, or shall have given, a mortgage or mortgages upon his duplex apartment, then the mortgagee shall have the full right at his option to exercise the rights of his mortgagor as an owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repair hereunder and not reimbursed to said mortgagee by the duplex apartment unit owner. If a duplex apartment owner shall cease to use the wall as a party wall, he shall be deemed to have abandoned the wall as a party wall, he shall be deemed to have abandoned all rights thereto; and the wall shall become the property of the adjoining duplex apartment owner who shall have an easement upon the land under the wall so long as the wall shall be used by him. Any duplex apartment owner removing his improvements from the party wall or making use of the party wall shall do so in such a manner as to preserve all rights of the adjoining owner in the wall, and shall save the adjoining owner harmless from all damage caused thereby to improvements then existing. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjoining duplex apartment unit shall not be deemed a trespass as long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on the adjoining duplex apartment unit to effect necessary repairs and reconstruction.

4. 3. The owner of any duplex apartment unit sharing a party wall with the adjoining duplex apartment unit shall not possess the right to cut windows or other openings in the party wall, nor make any alterations, additions or structural changes in the party wall.

4. The owner of any such duplex apartment unit shall have the right to the full use of said party wall and limited common property for whatever purposes he chooses to employ, subject to the limitation that such use shall not infringe on the rights of the owner of an adjoining duplex apartment unit or his enjoyment of said walls or limited common property or in any manner impair the value of said wall or limited common property.

5. Each common wall and limited common property to be constructed on the above described lots is to be and remain a party wall and limited common property for the perpetual use and benefit of the respective owners thereof, their heirs, assigns, successors and grantees, said lot be-

ing conveyed subject to the condition, and this condition shall be construed to be a covenant running with the land.

6. As long as there shall be a mortgage or mortgages upon any of the parcels described in EXHIBIT "B", this agreement shall not be modified, abandoned or extinguished without the consent of such Mortgagee, and acquisition of one duplex apartment owner's property by the other owner shall not operate to render this agreement void, unless or extinguished without the written approval of the holder of any then outstanding mortgage.

7. The owner of a duplex apartment unit sharing a party wall with an adjoining duplex apartment unit shall not possess the right to change or vary the color of the outside of the duplex unit. The color of the outside walls and roof of said duplex unit shall remain the original color unless said colors are changed by mutual consent of the owners of the adjoining duplex apartment units and the CHANNING VILLAS HOMEOWNERS ASSOC., INC. The heirs, assigns, successors and grantees of any unit owner shall be limited by this covenant which shall be construed to be a covenant running with the land.

8. Each duplex apartment owner shall automatically become a member of CHANNING VILLAS HOMEOWNERS ASSOC., INC., by virtue of acceptance of the deed of conveyance to his duplex apartment. As a member of such Association, said owner shall be governed by the Articles of Incorporation, By-Laws and Rules and Regulations of the Association. Each member of CHANNING VILLAS HOMEOWNERS ASSOC., INC., by ownership of his duplex apartment, shall become a member of First Wellington, Inc., a Florida corporation not for profit, and shall be entitled to all incidents of membership in said property owners association, and each member and his property shall be burdened by all obligations and responsibilities of membership in said property owners association.

9. The Association shall collect a monthly charge from each duplex apartment owner. This charge shall be used for street lighting, and street lighting maintenance, to irrigate and maintain the lawns, plants shrubs, and central sprinkler system and sprinkler system maintenance of the land described in EXHIBIT "A" of this document and Tract B (O.S.R.) of CHANNING VILLAS OF WELLINGTON, P.U.D. recorded in Plat Book 37, Page 162, public records of Palm Beach County, Florida, and shall be defined as "current expenses" within the terms of the By-Laws for CHANNING VILLAS HOMEOWNERS ASSOC., INC. Current expenses shall include street lighting and street lighting maintenance, sprinkler system and sprinkler system maintenance, lawn and landscaping maintenance for all of the land described in EXHIBIT "A" of this document. In addition to lawn maintenance and street lighting, "current expenses" shall include all maintenance and upkeep for Tract A (Private roads) and Tract B (Buffer areas) as shown on the Plat of the aforesaid CHANNING VILLAS OF WELLINGTON, P.U.D., and the cost of the Association painting the trim of the duplex apartments, which trim shall be maintained and painted by the Association. 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 lighting, the lawn, landscaping, irrigation, and painting described above. Each duplex apartment owner shall be responsible for paying his assessment charge on a monthly basis. All liens created under this Declaration may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, first purchase money security deed or security deed representing a first lien on said.

OFF REC 3121 PG 1654

property. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. Failure to pay the assessment shall result in the imposition of a lien upon his duplex apartment by the Association for such sum and in this event, the Association shall be entitled to attorneys' fees and costs. In addition to the monthly assessments authorized above, 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 costs 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 CHANNING VILLAS HOMEOWNERS ASSOC., INC. Each duplex apartment shall be entitled to one (1) vote.

10. Minor deviations in party wall locations described in EXHIBIT "B" shall be deemed inconsequential.

11. In the event any portion of a party wall or duplex unit creates an encroachment of one duplex unit upon any other duplex unit as the result of construction, reconstruction, or repair, shifting, settlement or movement of any portion of the Properties, a valid easement for the encroachment and for the maintenance of same shall exist so long as the encroachment exists.

12. Nothing herein is intended to or shall be construed to be an attempt by the Declarant to create a condominium on the above described property.

13. It is further stated that the lawn sprinkler system, the street lighting system and Tract B (O.S.R.) of CHANNING VILLAS OF WELLINGTON, recorded in Plat Book 37, Page 162, public records of Palm Beach County, Florida, are declared as common property for the use and benefit of the owners from time to time of the real property described in Exhibit "A" of this document.

14. In the event any residential unit built under this section is destroyed or removed by or for any cause, if replaced said unit shall be replaced with a unit of at least similar size and type, however, not exceeding the dimensions of the previous unit.

15. That part of the plat of CHANNING VILLAS OF WELLINGTON, recorded in Plat Book 37, Page 162, public records of Palm Beach County, Florida, containing open space may not be vacated in whole or in part unless the entire plat is vacated.

16. This document constitutes a covenant running with the land and shall be for the benefits of and limitations upon all future owners of the lands described in Exhibit "A" of this document.

IN WITNESS WHEREOF the said Declarant has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers there-

unto duly authorized, the day and year first above written.

ATTEST:

Secretary

CHANNING VILLAS, INC.

By Edna R. Glickman
Vice-President

Signed, sealed and delivered
in the presence of:

(CORPORATE SEAL)

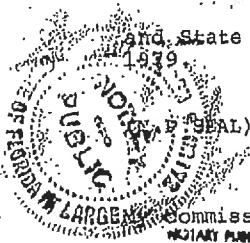
Barbara Flinchum
Nancy J. McIntyre



STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Edna R. Glickman, and Joseph Zangen, well known to me to be the Vice-President and Secretary respectively of CHANNING VILLAS, INC., a Florida corporation, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County
and State last aforesaid this 15th day of August, 1979.



Karen C. Nitz
Notary Public

Commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN 11 1983
BONDED THRU GENERAL INS. UNDERWRITERS



GEE & JENSON ENGINEERS-ARCHITECTS-PLANNERS, INC.

Channingville Construction Corp.

Job No. 78-220F

By: MGB Chk: RW

June 18, 1979

DESCRIPTION

CHANNING VILLAS OF WELLINGTON - P.U.D.

A parcel of land lying and being in part of Sections 10 and 11, Township 44 South, Range 41 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the East Corner of Lot 1, Block 15, SOUTH SHORE NO. 1 OF WELLINGTON, as recorded in Plat Book 29, Pages 222 through 226, inclusive, shown on Sheet No. 4, Public Records of Palm Beach County, Florida;

thence North $60^{\circ} 14' 52''$ East along the South Line of said Plat, a distance of 120.00 feet to the POINT OF BEGINNING of this description thence continue North $60^{\circ} 14' 52''$ East, a distance of 60.00 feet to the beginning of a curve concave to the northwest having a radius of 1614.69 feet and a central angle of $10^{\circ} 52' 58''$;

thence northeasterly along the arc of said curve, a distance of 306.70 feet;

thence North $49^{\circ} 21' 54''$ East, along the tangent to said curve, a distance of 38.91 feet to the intersection of the South Right-of-Way Line of Wellington Trace and the West Line of Section 11, Township 44 South, Range 41 East, Palm Beach County, Florida;

thence continue North $49^{\circ} 21' 54''$ East along said South Right-of-Way Line, a distance of 438.97 feet;

thence leaving said Right-of-Way Line by the following courses:

South $06^{\circ} 51' 34''$ East along a line radial to a curve to be described,



GEE & JENSON ENGINEERS-ARCHITECTS-PLANNERS, INC.

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a distance of 161.62 feet to a point on a curve concave to the south having a radius of 85 feet and a central angle of $56^{\circ} 13' 28''$; thence easterly and southeasterly along the arc of said curve, a distance of 83.41 feet; thence South $40^{\circ} 38' 06''$ East along the tangent to said curve, a distance of 24.18 feet; thence South $49^{\circ} 21' 54''$ West along a line radial to a curve to be described, a distance of 60.00 feet to a point on a curve concave to the northeast having a radius of 200 feet and a central angle of $16^{\circ} 12' 24''$; thence southeasterly along the arc of said curve, a distance of 56.57 feet; thence South $49^{\circ} 21' 54''$ West, making an angle with the tangent to the last described curve, as measured from southeast to southwest of $106^{\circ} 12' 24''$, a distance of 560.95 feet; thence South $40^{\circ} 38' 06''$ East, a distance of 80.00 feet; thence South $85^{\circ} 38' 06''$ East, a distance of 35.36 feet; thence South $40^{\circ} 38' 06''$ East, along a line radial to a curve to be described, a distance of 60.00 feet to a point on a curve concave to the northwest having a radius of 85 feet and a central angle of $32^{\circ} 21' 20''$; thence southwesterly and westerly along the arc of said curve, a distance of 48.00 feet; thence South $08^{\circ} 16' 46''$ East along a line radial to the last described curve, a distance of 145.84 feet to a point on the Northwest Boundary



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Job No. 78-220F

By: MGB Chk: RW

June 18, 1979

of Parcel "A", SOUTH SHORE NO. 2-A OF WELLINGTON - P.U.D., as recorded in Plat Book 31, Pages 116 through 119, inclusive, shown on Sheet No. 2 of said Public Records;

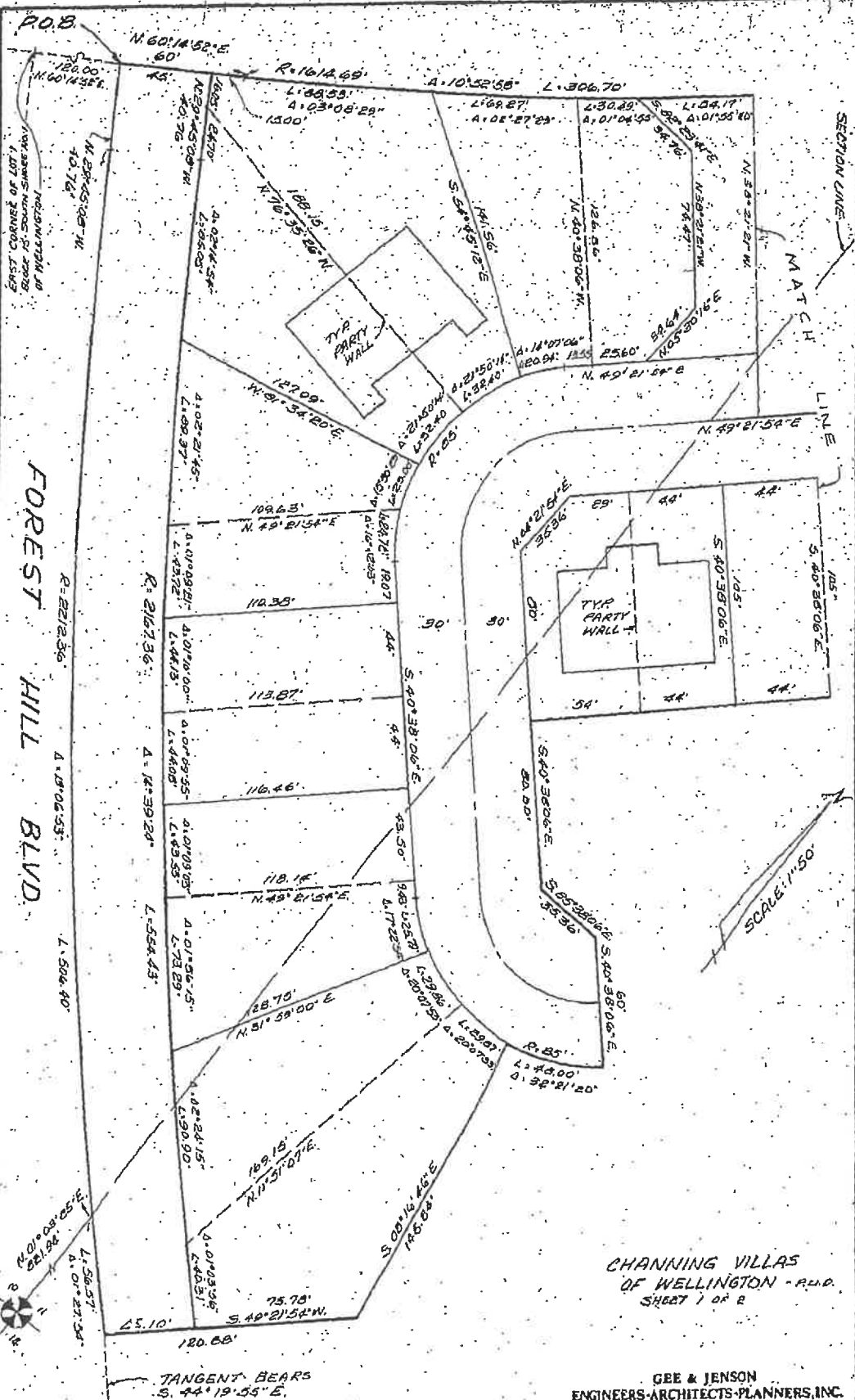
thence South $49^{\circ} 21' 54''$ West, a distance of 120.85 feet to the West Point of said Parcel "A", said point being on the arc of a curve concave to the northeast having a radius of 2212.36 feet and a central angle of $01^{\circ} 27' 54''$ and whose tangent at this point bears South $44^{\circ} 19' 55''$ East; thence northwesterly along the arc of said curve, being the Northeastery Right-of-Way Line of Forest Hill Boulevard as now laid out and in use, a distance of 56.57 feet to the East Line of Section 10 of said Township and Range;

thence continue along the northwesterly extension of the same curve, through an angle of $13^{\circ} 06' 53''$, a distance of 506.40 feet;

thence North $29^{\circ} 45' 08''$ West along the tangent to said curve, a distance of 40.76 feet to the POINT OF BEGINNING.

SUBJECT to existing Rights-of-Way, Easements, Restrictions and Reservations of Record.

Containing 6.40 Acres, more or less.



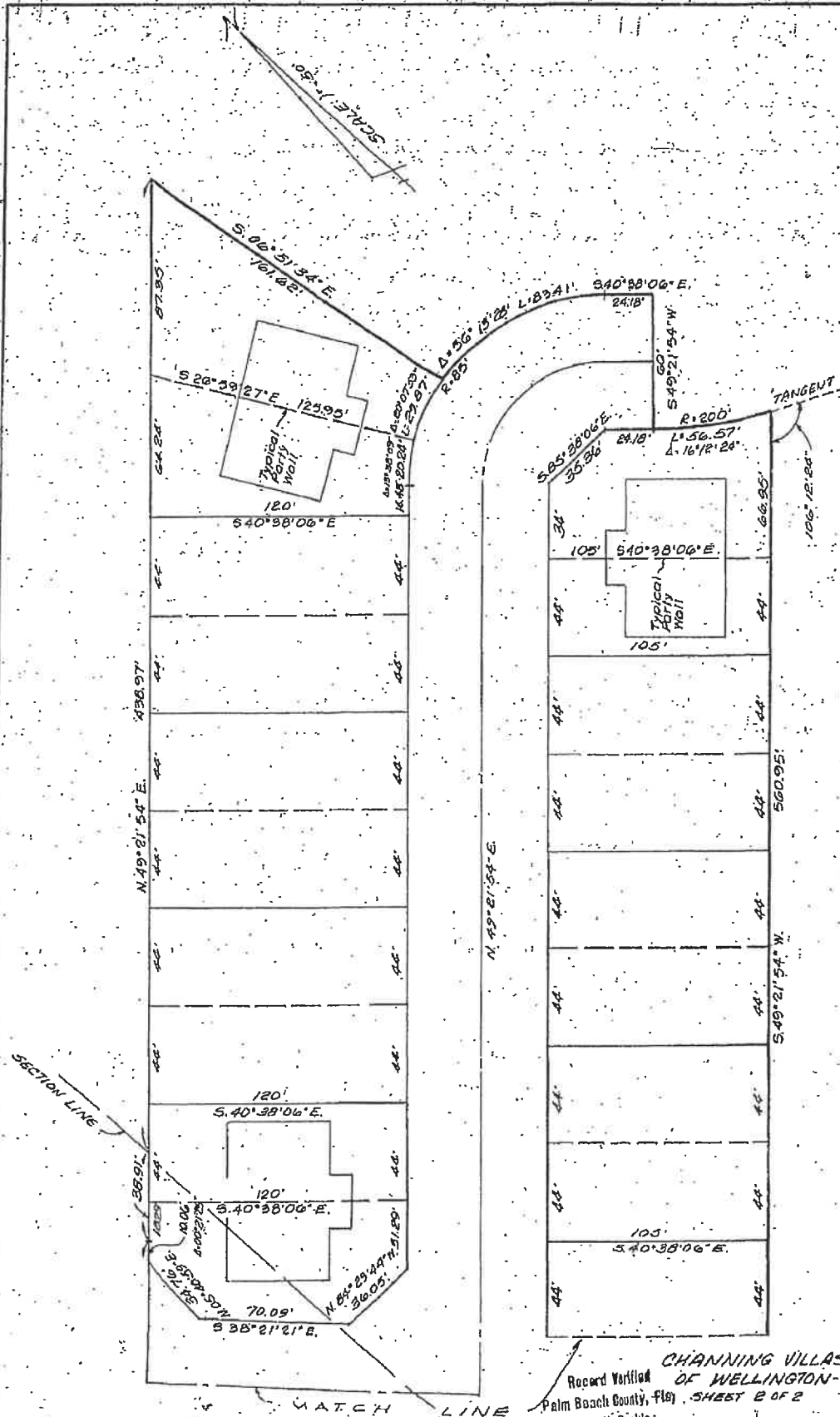
FOREST HILL BLVD

CHANNING VILLAS
OF WELLINGTON - R.P.D.
SHEET 1 OF 2

GEE & JENSON
ENGINEERS-ARCHITECTS-PLANNERS, INC.
2019 OKEECHOBEE BOULEVARD
WEST PALM BEACH, FLORIDA 33409

OFF REC 3121 PG 1660

VOB No. 70-220 F



OFF REC 3121 PG 1661

Job No. 70-220 F

CHANNING VILLAS
OF WELLINGTON-R.D.
Record Verified
Palm Beach County, Fl. SHEET 2 OF 2
John D. Dunkle
Clerk Circuit Court
GEE & JENSON
ENGINEERS-ARCHITECTS-PLANNERS, INC.
2019 OKEECHOBEE BOULEVARD
WEST PALM BEACH, FLORIDA 33409

2

B3193 P0566

AMENDED DECLARATION OF PARTY FACILITIES,
CONTIGUOUS EASEMENTS AND RESTRICTIVE COVENANTS

Declaration of Party Facilities, Contiguous Easements
and Restrictive Covenants recorded in Official Record Book 3121,
Pages 1652-1661 is hereby amended as follows:

THIS DECLARATION, made this 29th day of
November, 1979, by CHANNING VILLAS, INC., a Florida
Corporation, hereinafter referred to as the Declarant,

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of
the following described property, to-wit:

See EXHIBIT "A" attached hereto and
made a part hereof by reference

WHEREAS, Declarant is desirous of constructing a
duplex development of 37 structures, each of which contains
two (2) apartments connected by a common wall; and

WHEREAS, the proposed location of each duplex unit
and each common wall is shown in EXHIBIT "B", which is attached
hereto and made a part hereof by reference; and

WHEREAS, each such structure is designed to be oc-
cupied solely by two (2) single families living independently
of each other, one family in each duplex apartment unit; and

WHEREAS, each such duplex apartment unit will share
a common wall with the adjoining unit, and each such common
wall is to be located on an imaginary line which is more par-
ticularly described on EXHIBIT "B"; and

WHEREAS, Declarant is desirous of declaring the above
described common wall to be a party wall; and

WHEREAS, Declarant is further desirous of setting
forth the respective rights and duties of the purchasers, in-
cluding their heirs, assigns, successors, and grantees, of
the above described duplex units pertaining to said party wall
and other material matters hereinafter described; and

WHEREAS, Declarant is further desirous that this
Declaration be construed to create a covenant running with
the land; and

WHEREAS, Declarant is further desirous of subjecting
the property described in EXHIBIT "A" to the covenants, re-
strictions and conditions set out herein for the health and
general welfare of all property owners within CHANNING VILLAS.

NOW THEREFORE, it is hereby declared that the prop-
erty described in attached EXHIBIT "A" is and shall be held, con-
veyed, transferred and occupied subject to the covenants, re-
strictions, easements, charges, and liens herein set forth:

1. The common wall located on an imaginary line
as more particularly described in the aforesaid EXHIBIT "B"

shall be a party wall, and limited common property for the perpetual benefit of the use by the owner, including heirs, assigns, successors and grantees, of each duplex apartment unit.

2. In the event of damage or destruction of the party wall, and limited common property from any cause whatsoever, other than the negligence or willful misconduct of a duplex apartment owner, the duplex owners of said party wall shall, at their joint expense, repair and rebuild said wall, and limited common property, and each duplex apartment owner shall have the right to full use of said wall and limited common property repaired or rebuilt. In the event it shall become necessary or desirable to perform maintenance thereon the whole or part of the party wall, and limited common property, such expense shall be shared equally by the owners of adjoining duplex apartment units or their successors in title. Whenever such wall, and limited common property or any part thereof, shall be rebuilt, it shall be erected in the same manner and at the same location where it shall initially be constructed, and shall be of the same size, and of the same or similar materials and of like quality; provided, that if such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of one of the duplex apartment unit owners, any expense incidental thereto shall be borne solely by such wrongdoer. If a duplex apartment owner shall refuse to pay his share, all or part of such cost in the case of negligence or willful misconduct, the other duplex apartment owner may have such wall repaired or reconstructed and shall be entitled to a lien on the duplex apartment of the owner so failing to pay for the amount of such defaulting owner's share of the repair or replacement. If a duplex apartment owner shall give, or shall have given, a mortgage or mortgages upon his duplex apartment, then the mortgagee shall have the full right at his option to exercise the rights of his mortgagor as an owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repair hereunder and not reimbursed to said mortgagee by the duplex apartment unit owner. If a duplex apartment owner shall cease to use the wall as a party wall, he shall be deemed to have abandoned the wall as a party wall, he shall be deemed to have abandoned all rights thereto; and the wall shall become the property of the adjoining duplex apartment owner who shall have an easement upon the land under the wall so long as the wall shall be used by him. Any duplex apartment owner removing his improvements from the party wall or making use of the party wall shall do so in such a manner as to preserve all rights of the adjoining owner in the wall, and shall save the adjoining owner harmless from all damage caused thereby to improvements then existing. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjoining duplex apartment unit shall not be deemed a trespass as long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on the adjoining duplex apartment unit to effect necessary repairs and reconstruction.

3. The owner of any duplex apartment unit sharing a party wall with the adjoining duplex apartment unit shall not possess the right to cut windows or other openings in the party wall, nor make any alterations, additions or structural changes in the party wall.

4. The owner of any such duplex apartment unit shall have the right to the full use of said party wall and

limited common property for whatever purposes he chooses to employ, subject to the limitation that such use shall not infringe on the rights of the owner of an adjoining duplex apartment unit or his enjoyment of said walls or limited common property or in any manner impair the value of said wall or limited common property.

5. Each common wall and limited common property to be constructed on the above described lots is to be and remain a party wall and limited common property for the perpetual use and benefit of the respective owners thereof, their heirs, assigns, successors and grantees, said lot being conveyed subject to the condition, and this condition shall be construed to be a covenant running with the land.

6. As long as there shall be a mortgage or mortgages upon any of the parcels described in EXHIBIT "B", this agreement shall not be modified, abandoned or extinguished without the consent of such mortgagee, and acquisition of one duplex apartment owner's property by the other owner shall not operate to render this agreement void, useless or extinguished without the written approval of the holder of any then outstanding mortgage.

7. The owner of a duplex apartment unit sharing a party wall with an adjoining duplex apartment unit shall not possess the right to change or vary the color of the outside of the duplex unit. The color of the outside walls and roof of said duplex unit shall remain the original color unless said colors are changed by mutual consent of the owners of the adjoining duplex apartment units and the CHANNING VILLAS HOMEOWNERS ASSOC., INC. The heirs, assigns, successors and grantees of any unit owner shall be limited by this covenant which shall be construed to be a covenant running with the land.

8. Each duplex apartment owner shall automatically become a member of CHANNING VILLAS HOMEOWNERS ASSOC., INC., by virtue of acceptance of the deed of conveyance to his duplex apartment. As a member of such Association, said owner shall be governed by the Articles of Incorporation, By-Laws and Rules and Regulations of the Association. Each member of CHANNING VILLAS HOMEOWNERS ASSOC., INC., by ownership of his duplex apartment, shall become a member of First Wellington, Inc., a Florida corporation not for profit, and shall be entitled to all incidents of membership in said property owners association, and each member and his property shall be burdened by all obligations and responsibilities of membership in said property owners association.

9. The Association shall collect a monthly charge from each duplex apartment owner. This charge shall be used for street lighting, and street lighting maintenance, to irrigate and maintain the lawns, plants, shrubs, and central sprinkler system and sprinkler system maintenance of the land described in EXHIBIT "A" of this document and Tract B of CHANNING VILLAS OF WELLINGTON, P.U.D. recorded in Plat Book 37, Page 162, and Tract A, CHANNING VILLAS OF WELLINGTON, PHASE II, as recorded in Plat Book 38, Page 145, public records of Palm Beach County, Florida, and shall be defined as "current expenses" within the terms of the By-Laws for CHANNING VILLAS HOMEOWNERS ASSOC., INC. Current expenses shall include street lighting and street lighting maintenance, sprinkler system and sprinkler system maintenance, lawn and landscaping maintenance for all of the land described in EXHIBIT "A" of this document. In addition to lawn maintenance and street lighting, "current expenses" shall include all maintenance and upkeep for said

Tract A and Tract B, as shown on the aforesaid Plats, and the cost of the Association painting the trim of the duplex apartments, which trim shall be maintained and painted by the Association. 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 lighting, the lawn, landscaping, irrigation, and painting described above. Each duplex apartment owner shall be responsible for paying his assessment charge on a monthly basis. All liens created under this Declaration may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, first purchase money security deed or security deed representing a first lien on said property. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. Failure to pay the assessment shall result in the imposition of a lien upon his duplex apartment by the Association for such sum and in this event, the Association shall be entitled to attorneys' fees and costs. In addition to the monthly assessments authorized above, 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 costs 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 CHANNING VILLAS HOMEOWNERS ASSOC., INC. Each duplex apartment shall be entitled to one (1) vote.

10. Minor deviations in party wall locations described in EXHIBIT "B" shall be deemed inconsequential.

11. In the event any portion of a party wall or duplex unit creates an encroachment of one duplex unit upon any other duplex unit as the result of construction, reconstruction, or repair, shifting, settlement or movement of any portion of the Properties, a valid easement for the encroachment and for the maintenance of same shall exist so long as the encroachment exists.

12. Nothing herein is intended to or shall be construed to be an attempt by the Declarant to create a condominium on the above described property.

13. It is further stated that the lawn sprinkler system, the street lighting system and aforesaid Tract A and Tract B are declared as common property for the use and benefit of the owners from time to time of the real property described in EXHIBIT "A" of this document.

14. In the event any residential unit built under this section is destroyed or removed by or for any cause, if replaced, said unit shall be replaced with a unit of at least similar size and type, however, not exceeding the dimensions of the previous unit.

15. That part of the plat of CHANNING VILLAS OF WELLINGTON, recorded in Plat Book 37, Page 162, and CHANNING VILLAS OF WELLINGTON, PHASE II, recorded in Plat Book 38, Page 145, public records of Palm Beach County, Florida, containing open space may not be vacated in whole or in part unless the entire plats are vacated.

B3193 P0570

16. This document constitutes a covenant running with the land and shall be for the benefits of and limitations upon all future owners of the lands described in EXHIBIT "A" of this document.

IN WITNESS WHEREOF, the said Declarant has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST:

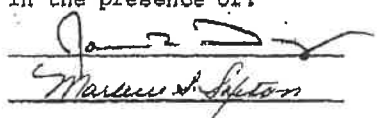
CHANNING VILLAS, INC.


Secretary


Vice-President

Signed, sealed and delivered in the presence of:

(CORPORATE SEAL)


STATE OF FLORIDA
COUNTY OF PALM BEACH.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Edna R. Glickman, and Joseph Zangen, well known to me to be the Vice-President and Secretary respectively of CHANNING VILLAS, INC., a Florida corporation, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County of Palm Beach and State last aforesaid this 29th day of November, 1979.



Notary Public

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires April 26, 1982
Issued by Assistant Atty & Circuit Clerk

Channingville Construction Corp.

Job No. 78-220F

By: MGB Chk: RW

June 18, 1979

83199 90571
GEE & JENSON ENGINEERS-ARCHITECTS-PLANNERS, INC.

DESCRIPTION

CHANNING VILLAS OF WELLINGTON - P.U.D.

A parcel of land lying and being in part of Sections 10 and 11, Township 44 South, Range 41 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the East Corner of Lot 1, Block 15, SOUTH SHORE NO. 1 OF WELLINGTON, as recorded in Plat Book 29, Pages 222 through 226, inclusive, shown on Sheet No. 4, Public Records of Palm Beach County, Florida;

thence North 60° 14' 52" East along the South Line of said Plat, a distance of 120.00 feet to the POINT OF BEGINNING of this description thence continue North 60° 14' 52" East, a distance of 60.00 feet to the beginning of a curve concave to the northwest having a radius of 1614.69 feet and a central angle of 10° 52' 58";

thence northeasterly along the arc of said curve, a distance of 306.70 feet;

thence North 49° 21' 54" East, along the tangent to said curve, a distance of 38.91 feet to the intersection of the South Right-of-Way Line of Wellington Trace and the West Line of Section 11, Township 44 South, Range 41 East, Palm Beach County, Florida;

thence continue North 49° 21' 54" East along said South Right-of-Way Line, a distance of 438.97 feet;

thence leaving said Right-of-Way Line by the following courses;

South 06° 51' 34" East along a line radial to a curve to be described,

B3193 P0572



GEE & JENSON

ENGINEERS-ARCHITECTS-PLANNERS, INC.

Channingville Construction Corp.

Job No. 78-220F

By: MGP Chk: RW

June 18, 1979

a distance of 161.62 feet to a point on a curve concave to the south having a radius of 85 feet and a central angle of $56^{\circ} 13' 28''$; thence easterly and southeasterly along the arc of said curve, a distance of 83.41 feet; thence South $40^{\circ} 38' 06''$ East along the tangent to said curve, a distance of 24.18 feet; thence South $49^{\circ} 21' 54''$ West along a line radial to a curve to be described, a distance of 60.00 feet to a point on a curve concave to the northeast having a radius of 200 feet and a central angle of $16^{\circ} 12' 24''$; thence southeasterly along the arc of said curve, a distance of 56.57 feet; thence South $49^{\circ} 21' 54''$ West, making an angle with the tangent to the last described curve, as measured from southeast to southwest of $106^{\circ} 12' 24''$, a distance of 560.95 feet; thence South $40^{\circ} 38' 06''$ East, a distance of 80.00 feet; thence South $85^{\circ} 38' 06''$ East, a distance of 35.36 feet; thence South $40^{\circ} 38' 06''$ East, along a line radial to a curve to be described, a distance of 60.00 feet to a point on a curve concave to the northwest having a radius of 85 feet and a central angle of $32^{\circ} 21' 20''$; thence southwesterly and westerly along the arc of said curve, a distance of 48.00 feet; thence South $08^{\circ} 16' 46''$ East along a line radial to the last described curve, a distance of 145.84 feet to a point on the Northwest Boundary

FREE IN DENISON

Job No. 78-220F

By: MGB Chk: RW
June 18, 1979

thence continue along the northwesterly extension of the same curve, through an angle of $13^{\circ} 06' 53''$, a distance of 506.40 feet; thence North $29^{\circ} 45' 08''$ West along the tangent to said curve, a distance of 40.76 feet to the POINT OF BEGINNING.

Containing 6.40 Acres, more or less.



GEE & JENSON

ENGINEERS-ARCHITECTS-PLANNERS, INC.

Gould Florida Inc.
Job No. 78-220F
By: RW Chk: MGB
November 1, 1979

DESCRIPTION

CHANNING VILLAS OF WELLINGTON - P.U.D.
PHASE II

A parcel of land lying in part of Section 11, Township 44 South,
Range 41 East, Palm Beach County, Florida, and being more particularly
described as follows:

Commencing at the Northeast Corner of Lot 5, Block 3, CHANNING VILLAS
OF WELLINGTON - P.U.D., as recorded in Plat Book 37, Page 162, Public
Records of Palm Beach County, Florida;
thence North 49° 21' 54" East along the Southerly Right-of-Way Line of
Wellington Trace, as shown on SOUTH SHORE NO. 1 OF WELLINGTON - P.U.D.,
AS RECORDED IN Plat Book 29, Page 225 of said Public Records, a distance of
202.76 feet to the beginning of a curve concave to the northwest having
a radius of 1350 feet and a central angle of 01° 03' 33";
thence northeasterly along the arc of said curve, a distance of 24.96
feet to the intersection of the Southerly Right-of-Way Line of Wellington
Trace with the Northwest Corner of BRIAR PATCH, as recorded in Plat Book
33, Pages 62 and 63 of said Public Records;
thence South 00° 31' 52" West making an angle with the tangent to the
last described curve, measured from northeast to south, of 132° 13' 31",
a distance of 274.37 feet;
thence South 89° 28' 08" East along the South Line of said BRIAR PATCH,
a distance of 537.33 feet to a point on the Northwest Boundary of SOUTH
SHORE NO. 2-A OF WELLINGTON - P.U.D., as recorded in Plat Book 31, Page 117
of said Public Records;

83183 P0574



GEE & JENSON ENGINEERS-ARCHITECTS-PLANNERS

Gould Florida Inc.
Job No. 78-220F
By: RW Chk: MGB
November 1, 1979

thence South $49^{\circ} 21' 54''$ West along said Northwest Boundary of said SOUTH SHORE NO. 2-A, a distance of 1215.27 feet to the Southeast Corner of Lot 6, Block 1 of said CHANNING VILLAS OF WELLINGTON;

thence North $08^{\circ} 16' 46''$ West along the East Boundary of said CHANNING VILLAS OF WELLINGTON and a line radial to a curve to be described, a distance of 145.84 feet to a point on a curve concave to the north having a radius of 85 feet and a central angle of $32^{\circ} 21' 20''$;

thence easterly along the arc of said curve, a distance of 48.00 feet;

thence North $40^{\circ} 38' 06''$ West along a line radial to the last described curve, a distance of 60 feet;

thence North $85^{\circ} 36' 08''$ West, a distance of 35.36 feet;

thence North $40^{\circ} 38' 06''$ West, a distance of 80 feet;

thence North $49^{\circ} 21' 54''$ East, a distance of 560.95 feet to a point on a curve concave to the northeast having a radius of 200 feet and a central angle of $16^{\circ} 12' 24''$ and whose tangent at this point bears North $56^{\circ} 51' 30''$ West;

thence northwesterly along the arc of said curve, a distance of 56.57 feet;

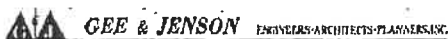
thence North $49^{\circ} 21' 54''$ East along a line radial to the last described curve, a distance of 60 feet;

thence North $40^{\circ} 38' 06''$ West, a distance of 24.18 feet to the beginning of a curve concave to the south having a radius of 85 feet and a central angle of $56^{\circ} 13' 28''$;

thence northwesterly and westerly along the arc of said curve, a distance of 83.41 feet;

thence North $06^{\circ} 51' 34''$ West along a line radial to the last described curve, a distance of 161.62 feet to the POINT OF BEGINNING.

83193 P0575



Gould Florida Inc.
Job No. 78-220F
By: RW Chk: MGB
November 1, 1979

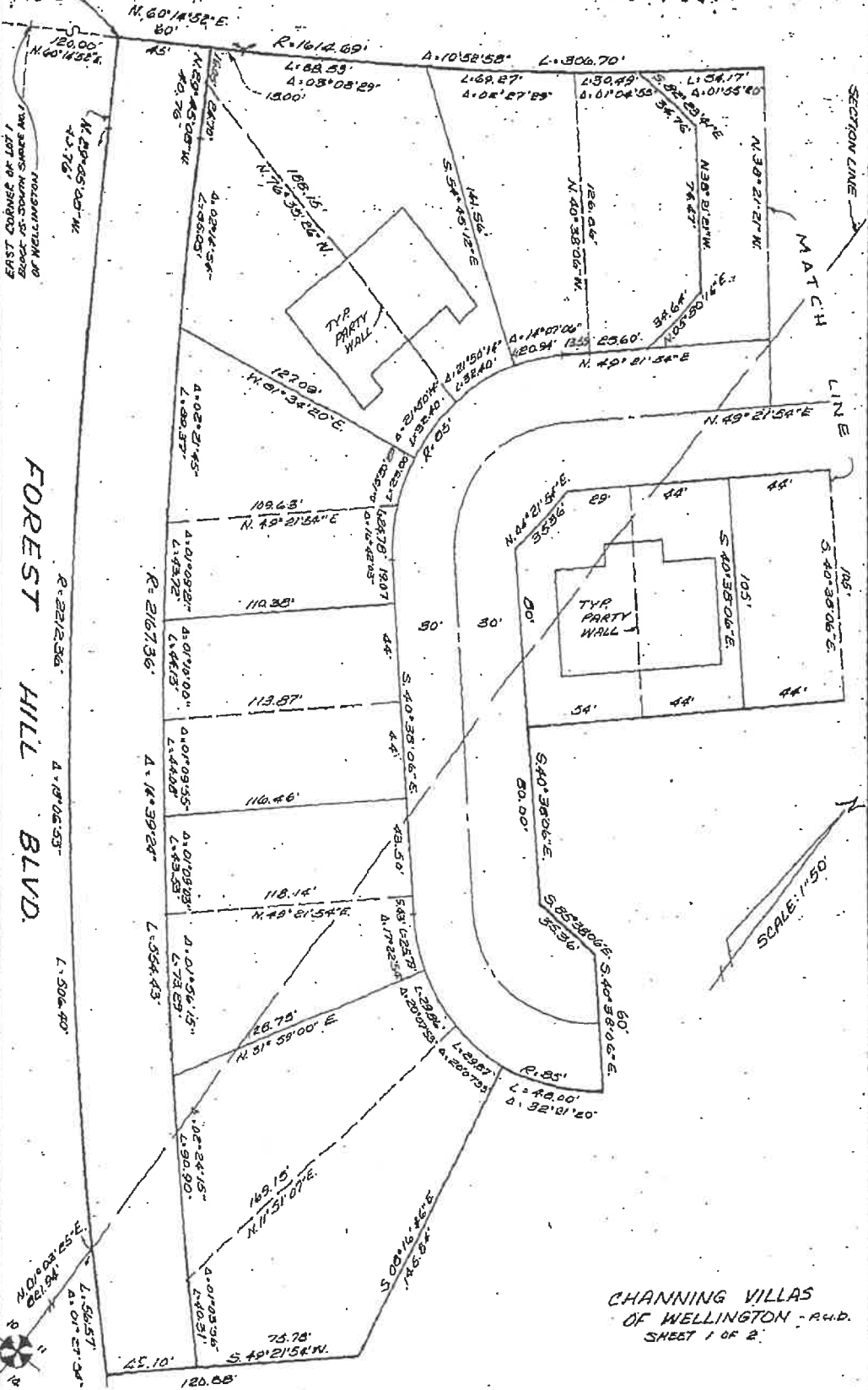
Containing 7.69 acres, more or less.

SUBJECT to existing Rights-of-Way, Easements, Restrictions and
Reservations of Record.

B3193 P0576

P.O.B.

83193 P0577



FOREST HILL BLVD.

CHANNING VILLAS
OF WELLINGTON - A.U.D.
SHEET 1 OF 2

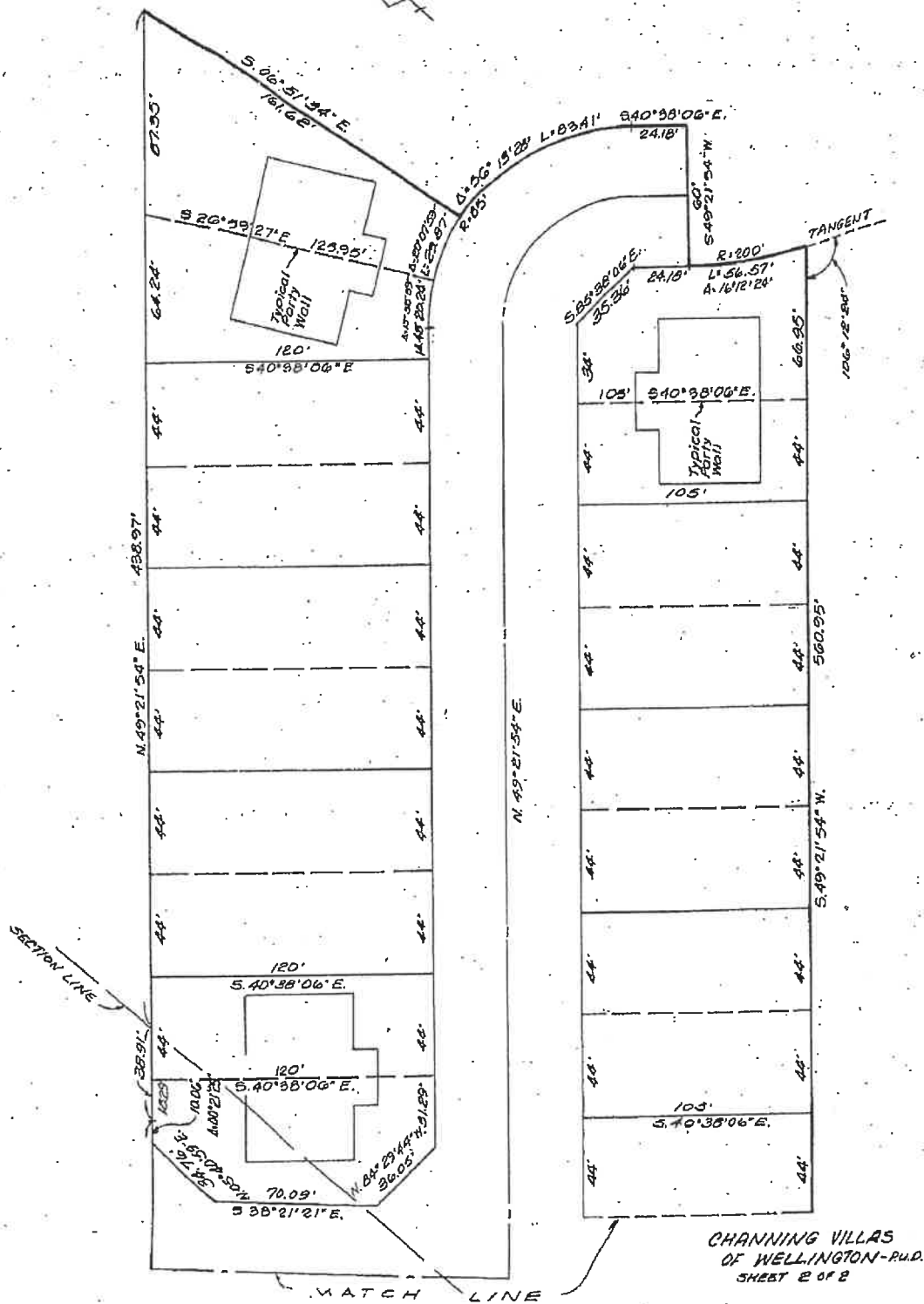
EXHIBIT "B"

Page 1 of 4

GEE & JENSON
ENGINEERS-ARCHITECTS-PLANNERS, INC.
2015 OKEECHOBEE BOULEVARD
WEST PALM BEACH, FLORIDA 33409

11/13/91
JOB NO. 78-220 F

B3193 P0578



CHANNING VILLAS
OF WELLINGTON-P.U.D.
SHEET 2 OF 2

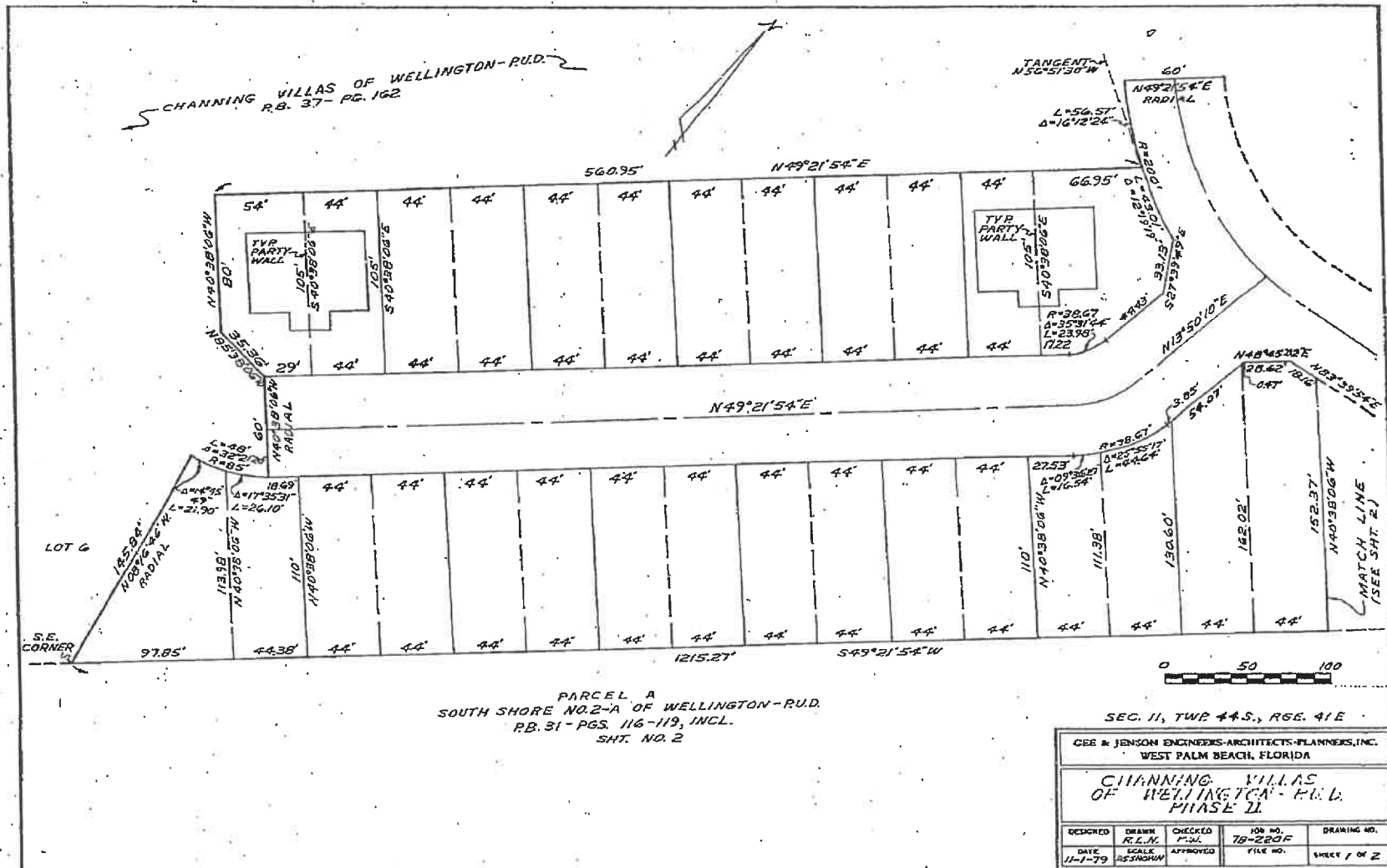
GEE & JENSON
ENGINEERS-ARCHITECTS-PLANNERS, INC.
2019 OKEECHOBEE BOULEVARD
WEST PALM BEACH, FLORIDA 33409

11/13/9
Job No. 78-220 F.

EXHIBIT "B"
Page 2 of 4

83-193 P0579

EXHIBIT "B"
Page 3 of 4

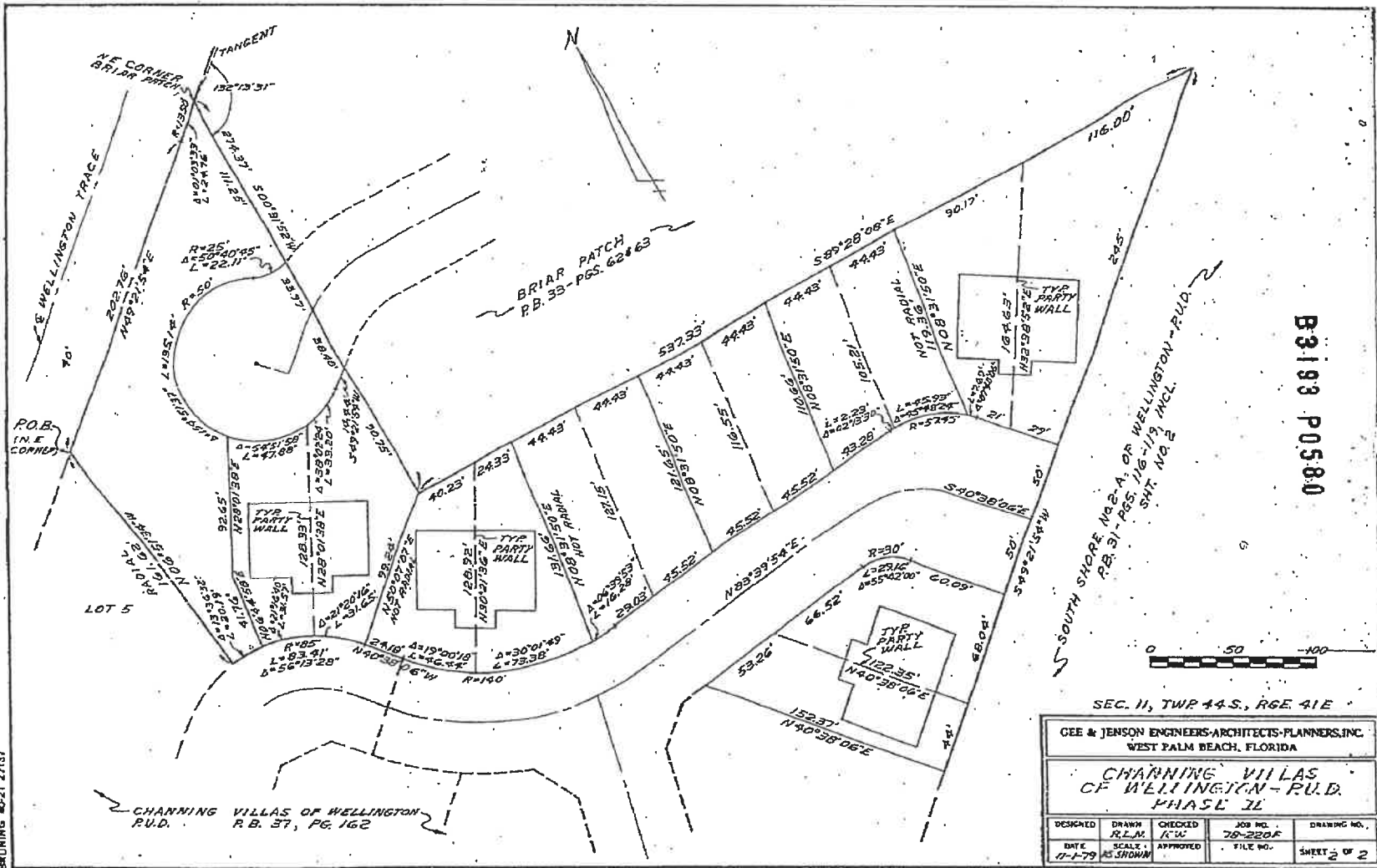


11/13/9

EXHIBIT "B"
Page 4 of 4

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

27137 40-21-00 DMINOR



B3193 P0580

3

DECLARATION OF RESTRICTIONS

CHANNING VILLAS OF WELLINGTON

WHEREAS, GOULD FLORIDA INC., a Delaware corporation, hereinafter referred to as "Declarant", is the owner of those certain tracts of land as described in Exhibit A attached hereto sometimes hereinafter referred to as the "property" or "land"; and

WHEREAS, Declarant intends to sell all or part of said land, subject to certain protective restrictions, conditions, limitations, reservations and covenants hereinafter referred to as "Protective Restrictions" in order to insure the most beneficial development of said land and to prevent any such use thereof as might tend to diminish the valuable or pleasurable enjoyment thereof or the valuable or pleasurable enjoyment of the surrounding properties; and

WHEREAS, Declarant intends to assign or delegate certain rights and obligations under these Protective Restrictions to FIRST WELLINGTON, INC., a Florida corporation not for profit (property owners association), or said corporation's Architectural and Landscaping Committee, hereinafter also referred to as "Declarant" as to any such assigned or delegated rights and obligations.

NOW, THEREFORE, Declarant hereby declares that Protective Restrictions are hereby imposed on said land as follows:

ARTICLE I.

A. The land subject to these Protective Restrictions has heretofore been platted as CHANNING VILLAS OF WELLINGTON, recorded in Plat Book 37, Page 162 of the Public Records of Palm Beach County, Florida, and has been zoned as part of a Planned Unit Development pursuant to Section 14, Paragraph 26, of the Zoning Resolution for Palm Beach County, as amended through January 6, 1972. The described land shall be used only in conformity with the Master Plan of Declarant dated June 13, 1979, as approved, accepted, amended and filed pursuant to said Resolution. In the event said Master Plan is hereafter duly modified or otherwise altered pursuant to law, these restrictions shall automatically be deemed likewise modified or altered to the same effect. Any land use not specifically affected by these Protective Restrictions shall be as permitted by said Master Plan and/or the Zoning Rules and Regulations of Palm Beach County, Florida, in effect from time to time.

B. The land described in Exhibit A hereto is classified as a duplex use area, which is depicted by Exhibit B. This individual parcel of land as described on Exhibit A is hereafter sometimes referred to as "tract" or "lots". The intent of these restrictions is to establish Protective Restrictions and administrative procedures applicable to said use area and, as provided in Article II, to establish Special Protective Restrictions for said use area. In the event that any General Protective Restrictions imposed by Article III through Article IX of these Protective Restrictions shall conflict with any Special Protective Restriction imposed by Article II, the Article II Special Provision Restriction shall control.

ARTICLE II.

A. Duplex. The duplex use area, as depicted on Exhibit B attached hereto and made a part hereof by reference, shall be subject to the following Special Protective Restrictions:

This instrument prepared
by:
LARRY B. ALEXANDER
JONES, PAINE & FOSTER, P. A.
601 FLAGLER DRIVE COURT
WEST PALM BEACH, FLA.

OFF REC 3105 PG 0671

1. Each lot as depicted on Exhibit B shall be used only for duplex (two dwelling units), or townhouse residence purposes or resubdivided for single-family attached residence purposes only. The lots depicted on Exhibit B shall not be resubdivided except for single family attached residence purposes, into smaller tracts of land. Unless approved by Declarant, no more than one structure shall be constructed on any duplex lot, and such out-buildings, such as pool-houses, cabanas, storage sheds, garages and greenhouses, for use in connection therewith as may be approved by Declarant.

2. Unless specifically excepted by Declarant, each dwelling unit shall have a minimum floor area of 900 square feet. Unless specifically excepted by Declarant, each duplex shall have a minimum total floor area of 1,800 square feet, exclusive of garages, porches and terraces.

3. A minimum of one and one-half off-street parking spaces shall be provided for each dwelling unit.

4. No building shall exceed the height of two stories or 25 feet.

5. No tourist courts, overnight cabins or daily rental units shall be constructed thereon, and no business shall be conducted on the property except rental of dwelling units for periods in excess of six months.

6. All fences shall be of commercial quality and must be approved by Declarant. Fences shall be well maintained and, if over four feet, must be of a decorative character.

7. All pets and animals shall be restricted to those animals generally considered as household pets and must be contained upon the premises of respective owners. No more than two pets of any type, such as dogs, cats, birds, etc., shall be allowed. Obnoxious animals such as cows, horses, swine, goats, fowl, etc., are specifically prohibited.

ARTICLE III.

Approval of Plans

A. No building, outside lighting, fence, hedge, wall, walk, dock or other structure or planting shall be commenced, erected or maintained, nor shall any addition to or change or alteration therein, be made until

the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme and the location of such structure or work to be done shall have been submitted in duplicate to and approved in writing by the Declarant and a copy thereof, as finally approved, lodged permanently with the Declarant.

B. No bulldozing or clearing of trees from the land conveyed or excavation of lakes or ponds shall be commenced until the plans and specifications showing the nature, kind, shape and location of work to be done and the grading plans of the plot to be built upon shall have been submitted to and approved in writing by the Declarant, and a copy thereof, as finally approved, lodged permanently with the Declarant. Any tree which is more than two inches in diameter and three feet in height may not be removed unless approval has been given by the Declarant.

C. No private wells or septic tanks or other on-site sewage disposal facilities will be allowed except as may be approved by Declarant for temporary use.

D. The Declarant shall have the right to refuse to approve any plans and specifications or grading plan which are not suitable or desirable in its sole discretion, for aesthetic or any other reasons, and in so passing upon such plans, specifications and grading plans, shall have the right to take into consideration the suitability of the proposed building or other structure and the materials of which it is to be built on the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building or other structures as planned on the outlook from the adjacent or neighboring property.

E. Unless specifically excepted by Declarant, all improvements for which an approval of the Declarant is required under this Declaration of Restrictions shall be completed within twelve (12) months from the date of commencement of said improvements.

F. The Declarant shall in all cases have the right to determine and designate the building lines necessary to conform to the general plan of the land described herein and the Declarant's judgment and determination shall be final and binding.

With the approval of the location and plan by the Declarant, a building may be erected upon more than one tract described herein.

G. Should the Declarant fail to approve or disapprove any plans and specifications, and the plot plans submitted to them by the owner of any tract or tracts described herein within thirty (30) days after written request therefor, then such approval of Declarant shall not be required; provided, however, that no building or other structure shall be erected or shall be allowed to remain on any land described herein which violates any of the covenants or restrictions contained in this Declaration of Restrictions.

ARTICLE IV.

Property Owners Association

Any purchaser of property within the area covered by these Protective Restrictions shall, upon conveyance of said property, become a member of First Wellington, Inc. (property owners association), a Florida corporation not for profit, and shall be entitled to all incidents of membership in said property owners association, and purchaser and his property shall be burdened by all obligations and responsibilities of membership in said property owners association.

ARTICLE V.

Nuisances

A. There shall not be erected, constructed, suffered, permitted, committed, maintained, used or operated on any of the land described herein any nuisance of any kind or character.

B. No rubbish, garbage, debris or material shall be deposited on any of the land described herein except building materials during the course of construction on the site.

C. Owners and occupants of lots. will not be permitted to park, store or keep any commercial vehicle, boat, truck, trailer, camper, mobile home, motor home, bus, trailer coach, tractor, or other such vehicles on adjacent roads and streets or tracts described herein except temporarily for delivery or pickup and except temporarily during periods of construction. Owners and occupants of units may store or keep such vehicles in a totally enclosed structure.

D. No signs of any character shall be erected, pasted, posted or displayed upon or about any tract described herein or on part of said tracts without the written permission of the Declarant, and the Declarant shall have the right at its sole discretion to prohibit or to restrict and control the size, construction, material, wording, location and height of all signs and may summarily remove and destroy all unauthorized signs.

E. The Declarant reserves the right to care for vacant and unimproved and unkept tracts in said property, remove and destroy tall grass, undergrowth, weeds and rubbish therefrom and any unsightly and obnoxious thing therefrom, and do any other things and perform any labor necessary or desirable in the judgment of the Declarant to keep the property, and the land contiguous and adjacent thereto, neat and in good order and charge the same against the owner of said tract or tracts.

F. No tents and no temporary or accessory building or structure shall be erected on any of the tracts described herein without the written consent of the Declarant. No tent, shack, garage, barn or other outbuilding shall at any time be used as a residence temporarily or permanently.

G. Violation of any restrictions and conditions or breach of any covenant or agreement herein contained shall give the Declarant, in addition to all other remedies, the right to enter upon the land upon which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and the Declarant shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

H. No outdoor clothes drying lines or area shall be allowed which are visible from any street or adjoining property.

I. Regardless of the existence of a sidewalk, all lawns planted adjacent to any street shall extend to the pavement line of said street.

J. All garbage or trash containers, oil or bottled gas tanks, shall be located at the rear of the structure served and shall be installed underground or within a walled-in area which is not visible from any street or adjoining property. Any such walled-in area shall be constructed in such a manner as to be inaccessible to dogs or other animals.

K. No tract shall be increased in size by filling in any water or canal on which it may abut.

L. No television or other outdoor antenna system or facility shall be erected or maintained on any lot to which cable television service is then currently available except with the specific consent of Declarant, which consent may be unreasonably withheld.

ARTICLE VI.

Easements

A. In addition to those easements shown on the plat of Channing Villas of Wellington, Declarant hereby specifically reserves from each tract described herein an easement in a strip of land six (6) feet wide adjacent to and within all boundary lines of said tracts for the installation and maintenance of all utilities, including, but not limited to, electricity, water, drainage, gas, sewer, telephone, and for any similar facility, deemed by the Declarant necessary for the service of said land. The Declarant further reserves the right to assign the use of said easement or rights-of-way to any person, firm, corporation or municipality furnishing any of the utilities or facilities mentioned.

B. No structure shall be built upon the easement thus reserved, and said easement property shall at all times be open to the Declarant, the Acme Improvement District, and any public service corporation which may require the use of said right-of-way.

C. No easement shall be granted by any grantee without the express approval in writing of the Declarant.

ARTICLE VII.

Amendment

A. The foregoing Protective Restrictions can be modified, altered, or amended by instruments in writing, recorded in the Public Records of Palm Beach County, Florida, by record owners of 75% or more of the total acreage covered by these Protective Restrictions.

B. These Protective Restrictions and any duly adopted and recorded amendment shall run with the land in perpetuity and shall be binding on all parties and persons claiming under them.

ARTICLE VIII.

Maintenance of Improvements

A. Responsibility for maintaining or improving the roads and drainage system of the lands described herein exists in the Acme Improvement District, a political subdivision of the State of Florida and/or Palm Beach County.

B. In the event of the dissolution, failure or inability of Acme Improvement District to perform its maintenance and/or improvement responsibilities, then the owners of tracts described herein shall be governed by First Wellington, Inc. (property owners association).

ARTICLE IX.

Maintenance of Recreational and Open Spaces, Lien for Costs, Etc.

A. DEFINITIONS. As used in this Article IX, the following words have the following meanings:

1. ASSOCIATION means First Wellington, Inc., a Florida corporation not for profit, its successors or assigns, a copy of the Restated Articles of Incorporation and Amendment to Certificate of Incorporation of which are recorded in Official Records Book 2111, Page 1545

and Official Records Book 2285, Page 1977, respectively, of said Public Records and the Restated By-Laws of which are recorded in Official Record Book 2409, Page 1645.

2. BOARD means the Board of Directors of the ASSOCIATION.

3. DECLARANT means Gould Florida Inc., a Delaware corporation, its successors and assigns.

4. LOT means a lot or parcel as shown on the Plat of CHANNING VILLAS OF WELLINGTON, as recorded in Plat Book 37, Page 162, of the Public Records of Palm Beach County, Florida.

5. LOT OWNER means the holder or holders of the fee simple title to a LOT as herein defined.

6. PERSON means a person, firm, association, or corporation.

7. SUBDIVISION means the following described lands to-wit: CHANNING VILLAS OF WELLINGTON, according to the Plat thereof, recorded in Plat Book 37, Page 162, of the Public Records of Palm Beach County, Florida.

8. The use of any gender is deemed to include all genders; the use of the singular includes the plural and the use of the plural includes the singular.

9. INSTITUTIONAL LENDER shall mean any bank, insurance company, FHA approved mortgage lending institution, recognized pension fund investing in mortgages or federal or state savings and loan associations having a first mortgage lien upon any LOT or which has acquired and holds title thereto as a result of foreclosure of any such mortgage lien or by deed in lieu of foreclosure.

B. RECREATIONAL AND OPEN SPACES: OPERATION AND MAINTENANCE, LIEN FOR COSTS, ETC. The owner of each LOT in the SUBDIVISION is hereby made liable to the DECLARANT, its successors or assigns (including the ASSOCIATION) for a pro rata share of the actual cost (including taxes and insurance) of the development, operation, maintenance and repair of the recreational and other open spaces located within the SUBDIVISION, and within those areas of the Wellington Planned Unit Development in general as described in Exhibit C attached hereto and made a part hereof. These items of development, operation, maintenance and repair shall include, but not be limited to, the following:

1. Maintain Park and Open Space Areas:

(a) Purchase and installation, repair and replacement of park furniture, light fixtures, playground equipment, fireplaces, shelters, structures, drinking fountains and other such items.

(b) Repair, replace, general maintenance and the additional installation of paving or other hard surface area in the park or open space areas.

(c) Mowing, trimming, edging, watering, general maintenance and the installation of new shrubs, bushes, trees, and other such landscape items.

(d) Repair, replacement and general maintenance or improvement of bicycle paths, equestrian trails, parks and open spaces.

(e) Purchase and installation, repair and replacement of street lights, including bases, poles, wiring, light fixtures, lamps and other such related items, including costs of utility services. Street lighting shall mean and include lighting along streets, thoroughfares, roads, pedestrian walkways, or pathways, pedways, bike paths and similar circulation ways.

2. Special Use Facilities:

(a) Construction, maintenance and operation of library, townhall, or other such public or quasi-public facilities.

(b) Construction, maintenance and operation of conservation areas designated for use or preserved in the interest of the general public including wildlife preservation programs.

3. Special Services:

- (a) Security patrol
- (b) Welcome wagon
- (c) Mini-bus jitney and maintenance of same
- (d) Maintenance of unkept lots
- (e) Franchises
- (f) Lake lifeguard
- (g) Stocking of fish in lakes and canals

4. Certain facilities are dedicated for maintenance by others (e.g. Palm Beach County and/or Acme Improvement District); Additional areas may be dedicated to others in the future.

Notwithstanding that maintenance is with others, the Association may deem it appropriate to increase the quality of landscaping of said areas or to provide other such maintenance to make the area under its control more habitable.

5. In the event Palm Beach County or the Acme Improvement District should fail or refuse to maintain the following:

(a) Road rights-of-way, construction, repair and general maintenance of:

- (1) Pavement
- (2) Drainage structures
- (3) Traffic and street signs
- (4) Signalization and other such traffic control devices.

(b) Lakes, ponds, canals, drainage swales and ditches and watercourses, construction, repair and general maintenance consisting of:

- (1) Cutting, weeding, trimming, mowing, and edging of grass areas along the banks and perimeter areas.
- (2) Dredging, excavation, filling and other such earthwork required to maintain, develop or improve lakes, ponds, canals and watercourses.
- (3) Landscaping programs as outlined for parks and open space areas.

then the above items of development, maintenance, and repair shall be includable. Said actual costs are to be payable annually (or at the option of the DECLARANT or the ASSOCIATION in monthly installments) by each LOT OWNER to the DECLARANT, its successors or assigns (including the ASSOCIATION), commencing no earlier than the first day of January 1979. It is presently contemplated by the DECLARANT, its successors or assigns (including the ASSOCIATION) that they will assign their right to operate and maintain the aforesaid recreational and open spaces, together with the right to receive the pro rata share of such actual cost from each LOT OWNER as

aforesaid to the ASSOCIATION and thereafter, the ASSOCIATION shall assume the rights, privileges, and obligations of developing, operating and maintaining said recreational and open spaces and the right to the receipt of sums fixed as the actual cost thereof. Each owner of a LOT in the SUB-DIVISION agrees that all charges made for its pro rata share of the actual cost of the development, operation, maintenance and repair of the aforesaid areas shall constitute a lien or charge upon such LOT, which may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property. Said lien shall be effective from and after the time of recording in the Public Records of Palm Beach County, Florida, of a claim of lien stating the description of the LOT, the name of the record owner, the amount due and date when due of the lien, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such liens shall bear interest at the rate of ten percent (10%) per annum from the date of recording until paid. Except for interest, such claims of lien shall include only unpaid assessments which are due and payable to the DECLARANT, its successors or assigns, or the ASSOCIATION, when the claim of lien is recorded, together with all costs incurred or sustained by the lien claimant in perfecting and enforcing such lien, including a reasonable attorney's fee and costs. Upon full payment the LOT OWNER shall be entitled to a reasonable satisfaction of lien. All such liens shall be subordinate to the lien of a mortgage or other lien held by any INSTITUTIONAL LENDER recorded prior to the time of recording the claim of lien, and in the event the holder of a prior mortgage lien shall accept and record a deed in lieu of foreclosure, or obtain Certificate of Title this shall operate to release a subordinate claim of lien. In any such lien foreclosure the LOT OWNER shall be required to pay a reasonable rental for the LOT, and the DECLARANT or ASSOCIATION shall be entitled to the forthwith appointment of a receiver without bond or notice to collect the same. A suit to recover a money judgment for unpaid assessments may be maintained at the option of the lien holder without waiving the lien securing the same.

C. NO DUTY TO MAINTAIN. Neither DECLARANT nor the ASSOCIATION shall have any duty or obligation to LOT OWNERS or members of the ASSOCIATION to do or perform, or cause to be done or performed, any of the services set forth in the preceding paragraph B hereof, or any other services. DECLARANT and/or the ASSOCIATION shall have the right and option to do or perform, or cause to be done or performed, such services and shall thereupon be entitled to payment for same in accordance with the provisions of paragraph B including the right to impose a lien on any LOT in the event that the LOT OWNER's pro rata portion of the cost of doing or performing such service shall not have been paid. The nature or extent of the development, repairs, replacement, maintenance or installation of facilities shall be at the sole and absolute discretion of DECLARANT and the ASSOCIATION. Should any dispute arise between DECLARANT and the ASSOCIATION as to the nature or extent of any of such services to be provided for the benefit of LOT OWNERS in the SUBDIVISION, then the decision of DECLARANT shall be paramount and superior over any conflicting decision of the ASSOCIATION.

D. ASSOCIATION MEMBERSHIP. Each LOT OWNER shall automatically become a member of the ASSOCIATION, and each LOT shall be entitled to votes to be cast through the LOT OWNERS as provided by the Articles of Incorporation and By-Laws of the ASSOCIATION. When more than one PERSON holds an interest in any LOT, the votes for such LOT shall be cast by that LOT OWNER designated in a certificate filed with the ASSOCIATION and signed by all PERSONS owning an interest in said LOT. In the event said certificate is not on file with the ASSOCIATION, no votes shall be cast for said LOT.

E. INVALIDITY CLAUSE. Invalidation in any of these covenants by a court of competent jurisdiction shall in no way affect any of the other covenants, which shall remain in full force and effect.

F. AMENDMENT REQUIRES MORTGAGEE'S CONSENT. This Article IX may not be amended without the consent of each INSTITUTIONAL LENDER holding a first mortgage upon a LOT in the SUBDIVISION.

G. COVENANTS IN FAVOR OF INSTITUTIONAL LENDERS. In order to induce INSTITUTIONAL LENDERS, as herein defined, to make individual mortgage loans upon LOTS in the SUBDIVISION, the ASSOCIATION's right to assess a LOT (as provided in paragraphs B and C above), the title to which has been acquired by an INSTITUTIONAL LENDER who retains said title and likewise, during the time an INSTITUTIONAL LENDER retains said title, shall be suspended, however the ASSOCIATION shall be under no obligation to perform any of the services, duties or obligations required of it as provided in paragraph C above. Upon disposal in any manner of a LOT acquired by an INSTITUTIONAL LENDER by foreclosure or deed in lieu of foreclosure, or when such LOT is under lease, the ASSOCIATION's right to make assessments against such LOT and its right to impress a lien thereon shall be fully restored, (except that no such assessment or lien shall be for the purpose of defraying the cost of any work or services undertaken by the ASSOCIATION during the period of time or prior to the time title to said LOT was held by an INSTITUTIONAL LENDER) and the ASSOCIATION's duties and obligations with respect to said LOT shall be restored.

ARTICLE X.

Enforceability

Each and all of the Protective Restrictions shall be enforceable by injunction or other form of action available to the parties aggrieved, or to the Declarant, or its successors or assigns. Invalidation of any one of these Protective Restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

ARTICLE XI.

Liability

The Declarant, First Wellington, Inc., or their assignees or nominees, shall not in any manner be held liable or responsible, either directly or indirectly, for any violation of these Protective Restrictions by any person or entity other than themselves.

IN WITNESS WHEREOF, the said GOULD FLORIDA INC. has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized, this 20th day of July, A.D. 1979.

GOULD FLORIDA INC.

By: D. G. Quinlan
D. G. Quinlan, Vice President

Attest: Diana L. Curren
Diana L. Curren, Assistant Secretary



OFF REC 3105 PG 0679

STATE OF FLORIDA)
 ;
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared D. G. Quinlen and Diana L. Curren as Vice President and Assistant Secretary, respectively, of GOULD FLORIDA INC., a Delaware corporation, and acknowledged before me that they executed the same on behalf of the corporation for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of July A.D. 1979.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
BY COMMISSION EXPIRES DEC. 28 1982
SIGNED THIS GENERAL REG. 1-1-1982

(NOTARIAL SEAL)

Carol Ann Cochran
Notary Public
State of Florida at Large



DESCRIPTION

CHANNING VILLAS OF WELLINGTON - P.U.D.

A parcel of land lying in part of Sections 10 and 11, Township 44 South, Range 41 East, Palm Beach County, Florida, and being more particularly described as follows:

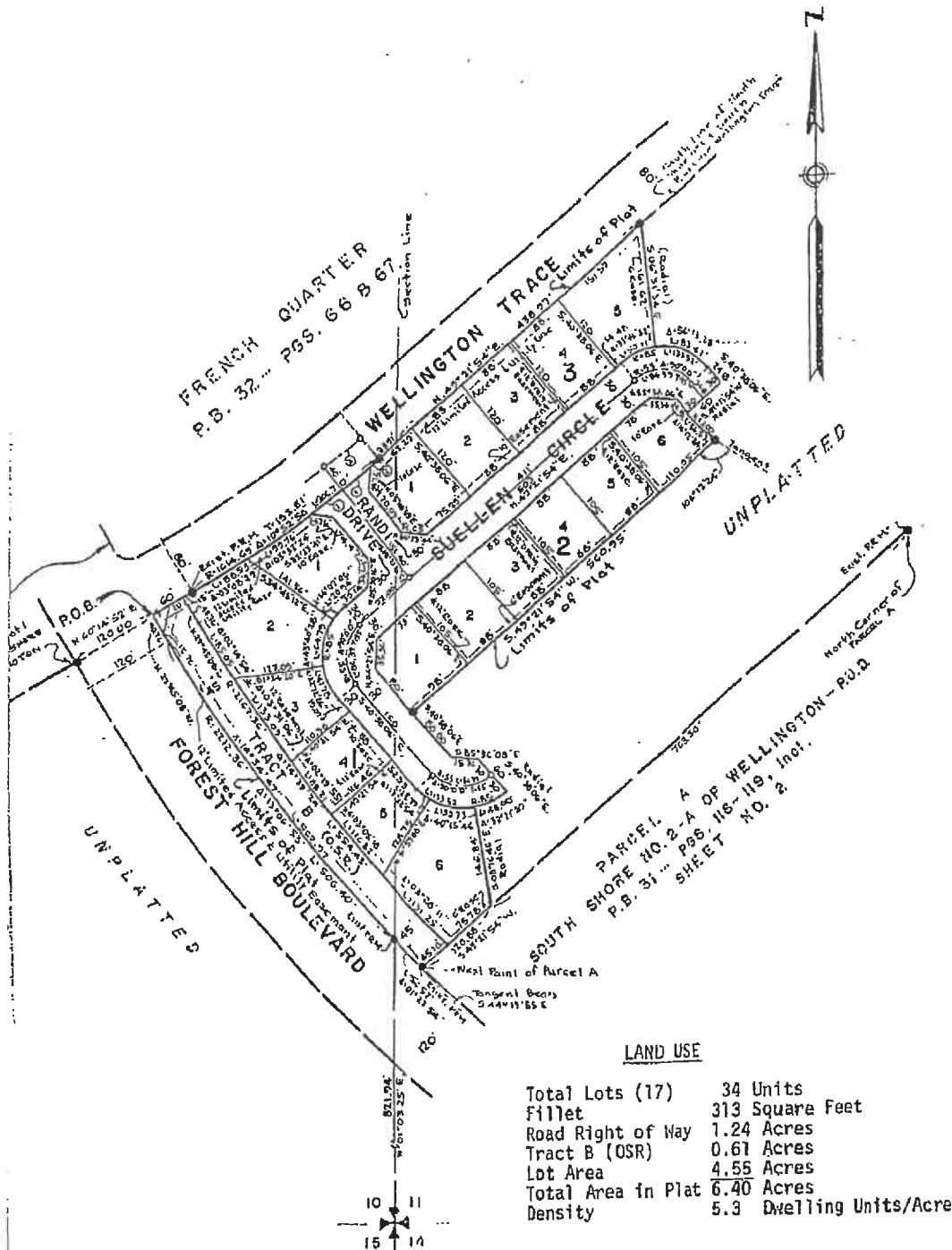
Commencing at the East Corner of Lot 1, Block 15, SOUTH SHORE NO. 1 OF WELLINGTON as recorded in Plat Book 29, Pages 222 through 226, inclusive, shown on Sheet No. 4, Public Records of Palm Beach County, Florida; thence North 60° 14' 52" East along the South Line of said Plat, a distance of 120.00 feet to the POINT OF BEGINNING of this description; thence continue North 60° 14' 52" East, a distance of 60.00 feet to the beginning of a curve concave to the Northwest having a radius of 1,614.69 feet and a central angle of 10° 52' 58"; thence Northeasterly along the arc of said curve, a distance of 306.70 feet; thence North 49° 21' 54" East, along the tangent to said curve, a distance of 38.91 feet to the intersection of the South Right of Way Line of Wellington Trace and the West Line of Section 11, Township 44 South, Range 41 East, Palm Beach County, Florida; thence continue North 49° 21' 54" East along said South Right of Way Line, a distance of 438.97 feet; thence leaving said Right of Way Line by the following courses: South 06° 51' 34" East along a line radial to a curve to be described, a distance of 161.62 feet to a point on a curve concave to the South having a radius of 85 feet and a central angle of 56° 13' 28"; thence Easterly and Southeasterly along the arc of said curve, a distance of 83.41 feet; thence South 40° 38' 06" East along the tangent to said curve, a distance of 24.18 feet; thence South 49°

21' 54" West along a line radial to a curve to be described, a distance of 60.00 feet to a point on a curve concave to the Northeast having a radius of 200 feet and a central angle of $16^{\circ} 12' 24''$; thence Southeasterly along the arc of said curve, a distance of 56.57 feet; thence South $49^{\circ} 21' 54''$ West, making an angle with the tangent to the last described curve, as measured from Southeast to Southwest, of $106^{\circ} 12' 24''$, a distance of 560.95 feet; thence South $40^{\circ} 38' 06''$ East, a distance of 80.00 feet; thence South $85^{\circ} 38' 06''$ East, a distance of 35.36 feet; thence South $40^{\circ} 38' 06''$ East along a line radial to a curve to be described, a distance of 60.00 feet to a point on a curve concave to the Northwest having a radius of 85 feet and a central angle of $32^{\circ} 21' 20''$; thence Southwesterly and Westerly along the arc of said curve, a distance of 48.00 feet; thence South $08^{\circ} 16' 46''$ East along a line radial to the last described curve, a distance of 145.84 feet to a point on the Northwest Boundary of Parcel A, SOUTH SHORE NO. 2-A OF WELLINGTON - P.U.D. as recorded in Plat Book 31, Pages 116 through 119, inclusive, shown on Sheet No. 2, of said Public Records; thence South $49^{\circ} 21' 54''$ West, a distance of 120.88 to the West Point of said Parcel A, said point being on the arc of a curve concave to the Northeast having a radius of 2,212.36 feet and a central angle of $01^{\circ} 27' 54''$ and whose tangent at this point bears South $44^{\circ} 19' 55''$ East; thence Northwesterly along the arc of said curve, being the Northeasterly Right of Way Line of Forest Hill Boulevard as now laid out and in use, a distance of 56.57 feet to the East Line of Section 10 of said Township and Range; thence continue along the Northwesterly extension of the same curve, through an

angle of $13^{\circ} 06' 53''$, a distance of 506.40 feet; thence North $29^{\circ} 45' 08''$ West along the tangent to said curve, a distance of 40.76 feet to the POINT OF BEGINNING.

EXHIBIT B

CHANNING VILLAGES OF WELLINGTON - P.U.D.



LAND USE

Total Lots (17)	34 Units
Fillet	313 Square Feet
Road Right of Way	1.24 Acres
Tract B (OSR)	0.67 Acres
Lot Area	4.55 Acres
Total Area in Plat	6.40 Acres
Density	5.3 Dwelling Units/Acre

EXHIBIT "B"

DESCRIPTION OF PROPERTY

The following property located in Palm Beach County, Florida:

(1)

All that part of Sections 32, 33 and 34, Township 43 South, Range 41 East, lying South of the West Palm Beach Canal, less the East 350 feet of said Section 34.

(2)

All of Fractional Sections 2, 3, 4, 5, and all of Sections 8, 9, 10, 11, 14, 15, 16 and 17, Township 44 South, Range 41 East, except the following two tracts:

- (a) The West 240 acres of said Section 2, except a parcel of land in Section 2 which is included in this description and is described as follows: Commencing at the NW corner of Section 2-44-41, run S 01° 03' 22" W along the West line of said Section 2, 1.15 feet for a point of beginning; thence continue S 01° 03' 22" W along said West line 3790.12 feet to the North right of way line, said right of way being 35 feet measured at right angle to the South line of said Section 2; thence run S 85° 38' 24" E along said right of way line 198.09 feet; thence run N 01° 56' 15" W 3792.83 feet to the point of beginning, containing 8.618 acres.
- (b) The 34 acres in the Northeast corner of said Section 2 described as the South 1,485 feet of the North 1,520 feet of the West 1,090 feet of the East 1,185 feet of said Section 2.

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

OFF REC 3105 PG 0685

Record Verified
Palm Beach County, Fla.
John B. Dunkle
Clerk Circuit Court

4

Return to: ALAN ZANGEN, ESQ ✓
1601 Balvedere Rd, Ste 209
WPB, FL 33406

FEB-19-1991 01:26PM 91-044956

JRB 6732 Pg 204

FIRST AMENDMENT TO
THE DECLARATION OF RESTRICTIONS
OF
CHANNING VILLAS OF WELLINGTON

WHEREAS, the Declaration of Restrictions of Channing Villas of Wellington, is recorded in Official Record Book 3105, page 0671, Public Records of Palm Beach County, Florida; and

WHEREAS, Article VII of the Declaration of Restrictions of Channing Villas of Wellington provides that the Declaration of Restrictions of Channing Villas of Wellington may be amended by record owners of 75% or more of the total acreage; and

WHEREAS, at the annual meeting of the record owners of Channing Villas of Wellington, held on January 8, 1991, record owners of 75% or more of the total acreage did vote their approval of the following amendments to the Declaration of Restrictions of Channing Villas of Wellington.

WHEREAS, each record owner is a member of Channing Villas Homeowners Assoc., Inc., a Florida corporation not for profit, pursuant to paragraph 8 of the Amended Declaration of Party Facilities, Contiguous Easements and Restrictive Covenants recorded in Official Record Book 3193, Pages 566, Public Records of Palm Beach County, Florida; and

NOW, THEREFORE, be it resolved that pursuant to said Article VII, the Declaration of Restrictions of Channing Villas of Wellington is hereby amended as follows:

JRB 6732 Ps 205

1. That Article IV is amended by the addition of the following provision:

Any purchaser of property within the area covered by these Protective Restrictions shall, upon conveyance of said property, become a member of Channing Villas Homeowners Assoc., Inc. (Homeowner's Association), a Florida corporation not for profit, and shall be entitled to all incidents of membership in said Homeowners Association, and purchaser and his property shall be burdened by all obligations and responsibilities of membership in said Homeowners Association.

2. That Article VII, paragraph A is amended by omitting, striking and deleting said paragraph and substituting in it's place the following:

A. The foregoing Protective Restrictions can be modified, altered, or amended by instruments in writing, recorded in the Public Records of Palm Beach County, Florida, by record owners of 65% or more of the total acreage covered by these Protective Restrictions.

3. That Article X is amended by the addition of the following provision:

The Board of Directors of Channing Villas Homeowner's Assoc., Inc. shall have the power and right to enforce each and all of the protective restrictions within this Declaration of Restrictions of Channing Villas of Wellington.

Except as to the above amendments to Article IV, Article VII, paragraph A. and Article X, the Declaration of Restrictions of Channing Villas of Wellington, shall remain in full force and effect without modification.

IN WITNESS WHEREOF, record owners of 75% or more of the total acreage of Channing Villas of Wellington, under authority duly invested in the President and Secretary of the Channing Villas

JRE 6732 Pg 206

Homeowners Assoc., Inc., have executed this First Amendment to the Declaration of Restrictions of Channing Villas of Wellington, this 11th day of February, 1991.

CHANNING VILLAS HOMEOWNERS
ASSOC., INC.

By: William B. Barris
President

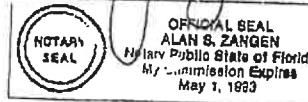
Attest: Marion Poster
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared WILLIAM B. BARRIS and MARION POSTER, President and Secretary, respectively of Channing Villas Homeowners Assoc., Inc., a Florida corporation, not for profit and that they severally acknowledged executing the foregoing First Amendment to the Declaration of Restrictions of Channing Villas of Wellington, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 11th day of February, 1991.

Alan S. Zangen
Notary Public, State of Florida
My Commission Expires:



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

51

APR-08-1991 12:44PM 91-093816

ORB 6780 Pg 1609

SECOND AMENDMENT TO
THE DECLARATION OF RESTRICTIONS
OF
CHANNING VILLAS OF WELLINGTON

WHEREAS, the Declaration of Restrictions of Channing Villas of Wellington, is recorded in Official Record Book 3105, page 0671, Public Records of Palm Beach County, Florida; and

WHEREAS, the First Amendment to the Declaration of Restrictions of Channing Villas of Wellington is recorded in Official Record Book 6732, Page 0204, Public Records of Palm Beach County, Florida; and

WHEREAS, Article VII of the Amended Declaration of Restrictions of Channing Villas of Wellington provides that the Declaration of Restrictions of Channing Villas of Wellington may be amended by record owners of 65% or more of the total acreage; and

WHEREAS, at the annual meeting of the record owners of Channing Villas of Wellington, held on March 19, 1991, record owners of 65% or more of the total acreage did vote their approval of the following amendments to the Declaration of Restrictions of Channing Villas of Wellington.

WHEREAS, each record owner is a member of Channing Villas Homeowners Assoc., Inc., a Florida corporation not for profit, pursuant to paragraph 8 of the Amended Declaration of Party

Alan Channing F

ORB 6780 Pg 1610

Facilities, Contiguous Easements and Restrictive Covenants recorded in Official Record Book 3193, Pages 566, Public Records of Palm Beach County, Florida; and

NOW, THEREFORE, be it resolved that pursuant to said Article VII, the Declaration of Restrictions of Channing Villas of Wellington is hereby amended by adding Article XII to the Declaration of Restrictions of Channing Villas of Wellington as follows:

ARTICLE XII

Rules and Regulations

The Board of Directors of Channing Villas Homeowners Assoc., Inc. shall have the authority to enact, adopt, make, amend, modify and to enforce reasonable Rules and Regulations governing the conduct, use, and enjoyment of all properties within the area covered by these Protective Restrictions and the Common Elements.

The Board's powers to enforce the Rules and Regulations shall include but not be limited to imposition of reasonable fines which shall constitute a lien on the Unit and suspension of an Owner's right to use the Common Elements.

Except as to the above amendment adding Article XII, the Declaration of Restrictions of Channing Villas of Wellington, shall remain in full force and effect without modification.

IN WITNESS WHEREOF, record owners of 65% or more of the total acreage of Channing Villas of Wellington, under authority duly invested in the President and Secretary of the Channing Villas Homeowners Assoc., Inc., have executed this Second Amendment to the

ORB 6780 Pg 1611

Declaration of Restrictions of Channing Villas of Wellington,
this 3rd day of April, 1991.

CHANNING VILLAS HOMEOWNERS
ASSOC., INC.

By:

William B. Barris
President

Attest:

Marion Poster
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared WILLIAM B. BARRIS and MARION POSTER, President and Secretary, respectively of Channing Villas Homeowners Assoc., Inc., a Florida corporation, not for profit and that they severally acknowledged executing the foregoing Second Amendment to the Declaration of Restrictions of Channing Villas of Wellington, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of April, 1991.

Laura Jean Fernandez
Notary Public, State of Florida
My Commission Expires:



MY COMMISSION EXPIRES
OCTOBER 24, 1992

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

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DECLARATION OF RESTRICTIONS

CHANNING VILLAS OF WELLINGTON - PHASE II

WHEREAS, GOULD FLORIDA INC., a Delaware corporation, hereinafter referred to as "Declarant", is the owner of those certain tracts of land as described in Exhibit A attached hereto sometimes hereinafter referred to as the "property" or "land"; and

WHEREAS, Declarant intends to sell all or part of said land, subject to certain protective restrictions, conditions, limitations, reservations and covenants hereinafter referred to as "Protective Restrictions" in order to insure the most beneficial development of said land and to prevent any such use thereof as might tend to diminish the valuable or pleasurable enjoyment thereof or the valuable or pleasurable enjoyment of the surrounding properties; and

WHEREAS, Declarant intends to assign or delegate certain rights and obligations under these Protective Restrictions to FIRST WELLINGTON, INC., a Florida corporation not for profit (property owners association), or said corporation's Architectural and Landscaping Committee, hereinafter also referred to as "Declarant" as to any such assigned or delegated rights and obligations.

NOW, THEREFORE, Declarant hereby declares that Protective Restrictions are hereby imposed on said land as follows:

ARTICLE I.

A. The land subject to these Protective Restrictions has heretofore been platted as CHANNING VILLAS OF WELLINGTON - PHASE II, recorded in Plat Book 38, Page 145 of the Public Records of Palm Beach County, Florida, and has been zoned as part of a Planned Unit Development pursuant to Section 14, Paragraph 26, of the Zoning Resolution for Palm Beach County, as amended through January 6, 1972. The described land shall be used only in conformity with the Master Plan of Declarant dated December 12, 1979, as approved, accepted, amended and filed pursuant to said Resolution. In the event said Master Plan is hereafter duly modified or otherwise altered pursuant to law, these restrictions shall automatically be deemed likewise modified or altered to the same effect. Any land use not specifically affected by these Protective Restrictions shall be as permitted by said Master Plan and/or the Zoning Rules and Regulations of Palm Beach County, Florida, in effect from time to time.

B. The land described in Exhibit A hereto is classified as a duplex use area, which is depicted by Exhibit B. This individual parcel of land as described on Exhibit A is hereafter sometimes referred to as "tract" or "lots". The intent of these restrictions is to establish Protective Restrictions and administrative procedures applicable to said use area and, as provided in Article II, to establish Special Protective Restrictions for said use area. In the event that any General Protective Restrictions imposed by Article III through Article IX of these Protective Restrictions shall conflict with any Special Protective Restriction imposed by Article II, the Article II Special Protective Restriction shall control.

ARTICLE II.

A. Duplex. The duplex use area, as depicted on Exhibit B attached hereto and made a part hereof by reference, shall be subject to the following Special Protective Restrictions:

THIS INSTRUMENT PREPARED BY:

LARRY B. ALEXANDER

RETURN TO: JONES & FOSTER, P.A.

P.O. DRAWER E

WEST PALM BEACH, FL 33402

80 607921

REC JAN 15 AM 10:03

88212 P1543

1. Each lot as depicted on Exhibit B shall be used only for duplex (two dwelling units), or townhouse residence purposes or resubdivided for single family attached residence purposes only. The lots depicted on Exhibit B shall not be resubdivided except for single family attached residence purposes, into smaller tracts of land. Unless approved by Declarant, no more than one structure shall be constructed on any duplex lot, and such out-buildings, such as pool houses, cabanas, storage sheds, garages and greenhouses, for use in connection therewith as may be approved by Declarant.

2. Unless specifically excepted by Declarant, each dwelling unit shall have a minimum floor area of 900 square feet. Unless specifically excepted by Declarant, each duplex shall have a minimum total floor area of 1,800 square feet, exclusive of garages, porches and terraces.

3. A minimum of one and one-half off-street parking spaces shall be provided for each dwelling unit.

4. No building shall exceed the height of two stories or 25 feet.

5. No tourist courts, overnight cabins or daily rental units shall be constructed thereon, and no business shall be conducted on the property except rental of dwelling units for periods in excess of six (6) months.

6. All fences shall be of commercial quality and must be approved by Declarant. Fences shall be well maintained and, if over four (4) feet, must be of a decorative character.

7. All pets and animals shall be restricted to those animals generally considered as household pets and must be contained upon the premises of respective owners. No more than two pets of any type, such as dogs, cats, birds, etc. shall be allowed. Obnoxious animals such as cows, horses, swine, goats, fowl, etc. are specifically prohibited.

ARTICLE III.

Approval of Plans

A. No building, outside lighting, fence, hedge, wall, walk, dock or other structure or planting shall be commenced, erected or maintained, nor shall any addition to or change or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme and the location of such structure or work to be done shall have been submitted in duplicate to and approved in writing by the Declarant and a copy thereof, as finally approved, lodged permanently with the Declarant.

B. No bulldozing or clearing of trees from the land conveyed or excavation of lakes or ponds shall be commenced until the plans and specifications showing the nature, kind, shape and location of work to be done and the grading plans of the plot to be built upon shall have been submitted to and approved in writing by the Declarant, and a copy thereof, as finally approved, lodged permanently with the Declarant. Any tree which is more than two inches in diameter and three feet in height may not be removed unless approval has been given by the Declarant.

C. No private wells or septic tanks or other on-site sewage disposal facilities shall be allowed except as may be approved by Declarant for temporary use.

D. The Declarant shall have the right to refuse to approve any plans and specifications or grading plan which are not suitable or desirable in its sole discretion, for aesthetic or any other reasons, and in so passing upon such plans, specifications and grading plans, shall have the right to take into consideration the suitability of the proposed building or other structure and the materials of which it is to be built on the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building or other structures as planned on the outlook from the adjacent or neighboring property.

E. Unless specifically excepted by Declarant, all improvements for which an approval of the Declarant is required under this Declaration of Restrictions shall be completed within twelve (12) months from the date of commencement of said improvements.

F. The Declarant shall in all cases have the right to determine and designate the building lines necessary to conform to the general plan of the land described herein and the Declarant's judgment and determination shall be final and binding.

With the approval of the location and plan by the Declarant, a building may be erected upon more than one tract described herein.

G. Should the Declarant fail to approve or disapprove any plans and specifications, and the plot plans submitted to them by the owner of any tract or tracts described herein within thirty (30) days after written request therefor, then such approval of Declarant shall not be required; provided, however, that no building or other structure shall be erected or shall be allowed to remain on any land described herein which violates any of the covenants or restrictions contained in this Declaration of Restrictions.

ARTICLE IV.

Property Owners Association

Any purchaser of property within the area covered by these Protective Restrictions shall, upon conveyance of said property, become a member of First Wellington, Inc. (property owners association), a Florida corporation not for profit, and shall be entitled to all incidents of membership in said property owners association, and purchaser and his property shall be burdened by all obligations and responsibilities of membership in said property owners association.

ARTICLE V.

Nuisances

A. There shall not be erected, constructed, suffered, permitted, committed, maintained, used or operated on any of the land described herein any nuisance of any kind or character.

B. No rubbish, garbage, debris or material shall be deposited on any of the land described herein except building materials during the course of construction on the site.

C. Owners and occupants of lots will not be permitted to park, store or keep any commercial vehicle, boat, truck, trailer, camper, mobile home, motor home, bus, trailer coach, tractor, or other such vehicles on adjacent roads and streets or tracts described herein except temporarily for delivery or pickup and except temporarily during periods of construction. Owners and occupants of units may store or keep such vehicles in a totally enclosed structure.

D. No signs of any character shall be erected, pasted, posted or displayed upon or about any tract described herein or on part of said tracts without the written permission of the Declarant, and the Declarant shall have the right at its sole discretion to prohibit or to restrict and control the size, construction, material, wording, location and height of all signs and may summarily remove and destroy all unauthorized signs.

E. The Declarant reserves the right to care for vacant and unimproved and unkept tracts in said property, remove and destroy tall grass, undergrowth, weeds and rubbish therefrom and any unsightly and obnoxious thing therefrom, and do any other things and perform any labor necessary or desirable in the judgment of the Declarant to keep the property, and the land contiguous and adjacent thereto, neat and in good order and charge the same against the owner of said tract or tracts.

F. No tents and no temporary or accessory building or structure shall be erected on any of the tracts described herein without the written consent of the Declarant. No tent, shack, garage, barn or other outbuilding shall at any time be used as a residence temporarily or permanently.

G. Violation of any restrictions and conditions or breach of any covenant or agreement herein contained shall give the Declarant, in addition to all other remedies, the right to enter upon the land upon which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and the Declarant shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

H. No outdoor clothes drying lines or area shall be allowed which are visible from any street or adjoining property.

I. Regardless of the existence of a sidewalk, all lawns planted adjacent to any street shall extend to the pavement line of said street.

J. All garbage or trash containers, oil or bottled gas tanks, shall be located at the rear of the structure served and shall be installed underground or within a walled-in area which is not visible from any street or adjoining property. Any such walled-in area shall be constructed in such a manner as to be inaccessible to dogs or other animals.

K. No tract shall be increased in size by filling in any water or canal on which it may abut.

L. No television or other outdoor antenna system or facility shall be erected or maintained on any lot to which cable television service is then currently available except with the specific consent of Declarant, which consent may be unreasonably withheld.

ARTICLE IV.

Easements

A. In addition to those easements shown on the Plat of CHANNING VILLAS OF WELLINGTON - PHASE II, Declarant hereby specifically reserves from each tract described herein an easement in a strip of land six (6) feet wide adjacent to and within all boundary lines of said tracts for the installation and maintenance of all utilities, including, but not limited to, electricity, water, drainage, gas, sewer, telephone, cable television facilities, and for any similar facility, deemed by the Declarant necessary for the service of said land. The Declarant further reserves the right to assign the use of said easement or rights-of-way to any person, firm, corporation or municipality furnishing any of the utilities or facilities mentioned.

B. No structure shall be built upon the easement thus reserved, and said easement property shall at all times be open to the Declarant, the Acme Improvement District, and any public service corporation which may require the use of said right-of-way.

C. No easement shall be granted by any grantee without the express approval in writing of the Declarant.

D. In the event that any of the lots or tracts shown on Exhibit B are resubdivided as provided in Article II, A. 1., into smaller tracts of land, then the easement reserved in Article IV, A. hereof, shall only apply to the boundary lines of the lots shown on Exhibit B attached hereto, and not to any additional boundary lines formed by a resubdivision of such lots.

ARTICLE VII.

Amendment

A. The foregoing Protective Restrictions can be modified, altered, or amended by instruments in writing, recorded in the Public Records of Palm Beach County, Florida, by record owners of 75% or more of the total acreage covered by these Protective Restrictions.

B. These Protective Restrictions and any duly adopted and recorded amendment shall run with the land in perpetuity and shall be binding on all parties and persons claiming under them.

ARTICLE VIII.

Maintenance of Improvements

A. Responsibility for maintaining or improving the roads and drainage system of the lands described herein exists in the Acme Improvement District, a political subdivision of the State of Florida and/or Palm Beach County.

B. In the event of the dissolution, failure or inability of Acme Improvement District to perform its maintenance and/or improvement responsibilities, then the owners of tracts described herein shall be governed by First Wellington, Inc. (property owners association).

ARTICLE IX.

Maintenance of Recreational and Open Spaces, Lien for Costs, Etc.

A. DEFINITIONS. As used in this Article IX, the following words have the following meanings:

1. ASSOCIATION means First Wellington, Inc., a Florida corporation not for profit, its successors or assigns, a copy of the Restated Articles of Incorporation and Amendment to Certificate of Incorporation of which are recorded in Official Records Book 2111, Page 1545

and Official Records Book 2285, Page 1977, respectively, of said Public Records and the Restated By-Laws of which are recorded in Official Records Book 2409, Page 1645.

2. BOARD means the Board of Directors of the ASSOCIATION.

3. DECLARANT means GOULD FLORIDA INC., a Delaware corporation, its successors and assigns.

4. LOT means a lot or parcel as shown on the Plat of CHANNING VILLAS OF WELLINGTON - PHASE II, as recorded in Plat Book 38, Page 145, of the Public Records of Palm Beach County, Florida.

5. LOT OWNER means the holder or holders of the fee simple title to a LOT as herein defined.

6. PERSON means a person, firm, association, or corporation.

7. SUBDIVISION means the following described lands to-wit: CHANNING VILLAS OF WELLINGTON - PHASE II, according to the Plat thereof, recorded in Plat Book 38, Page 145, of the Public Records of Palm Beach County, Florida.

8. The use of any gender is deemed to include all genders; the use of the singular includes the plural and the use of the plural includes the singular.

9. INSTITUTIONAL LENDER shall mean any bank, insurance company, FHA approved mortgage lending institution, recognized pension fund investing in mortgages or federal or state savings and loan associations having a first mortgage lien upon any LOT or which has acquired and holds title thereto as a result of foreclosure of any such mortgage lien or by deed in lieu of foreclosure.

B. RECREATIONAL AND OPEN SPACES: OPERATION AND MAINTENANCE, LIEN FOR COSTS, ETC. The owner of each LOT in the SUBDIVISION is hereby made liable to the DECLARANT, its successors or assigns (including the ASSOCIATION) for a pro rata share of the actual cost (including taxes and insurance) of the development, operation, maintenance and repair of the recreational and other open spaces located within the SUBDIVISION, and within those areas of the Wellington Planned Unit Development in general as described in Exhibit C attached hereto and made a part hereof. These items of development, operation, maintenance and repair shall include, but not be limited to, the following:

1. Maintain Park and Open Space Areas:

(a) Purchase and installation, repair and replacement of park furniture, light fixtures, playground equipment, fireplaces, shelters, structures, drinking fountains and other such items.

(b) Repair, replace, general maintenance and the additional installation of paving or other hard surface area in the park or open space areas.

(c) Mowing, trimming, edging, watering, general maintenance and the installation of new shrubs, bushes, trees, and other such landscape items.

(d) Repair, replacement and general maintenance or improvement of bicycle paths, equestrian trails, parks and open spaces.

(e) Purchase and installation, repair and replacement of street lights, including bases, poles, wiring, light fixtures, lamps and other such related items, including costs of utility services. Street lighting shall mean and include lighting along streets, thoroughfares, roads, pedestrian walkways, or pathways, pedways, bike paths and similar circulation ways.

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2. Special Use Facilities:

(a) Construction, maintenance and operation of library, townhall, or other such public or quasi-public facilities.

(b) Construction, maintenance and operation of conservation areas designated for use or preserved in the interest of the general public including wildlife preservation programs.

3. Special Services:

- (a) Security patrol
- (b) Welcome wagon
- (c) Mini-bus jitney and maintenance of same
- (d) Maintenance of unkept lots
- (e) Franchises
- (f) Lake lifeguard
- (g) Stocking of fish in lakes and canals

4. Certain facilities are dedicated for maintenance by others (e.g. Palm Beach County and/or Acme Improvement District); Additional areas may be dedicated to others in the future.

Notwithstanding that maintenance is with others, the Association may deem it appropriate to increase the quality of landscaping of said areas or to provide other such maintenance to make the area under its control more habitable.

5. In the event Palm Beach County or the Acme Improvement District should fail or refuse to maintain the following:

(a) Road rights-of-way, construction, repair and general maintenance of:

- (1) Pavement
- (2) Drainage structures
- (3) Traffic and street signs
- (4) Signalization and other such traffic control devices.

(b) Lakes, ponds, canals, drainage swales and ditches and watercourses, construction, repair and general maintenance consisting of:

- (1) Cutting, weeding, trimming, mowing, and edging of grass areas along the banks and perimeter areas.
- (2) Dredging, excavation, filling and other such earthwork required to maintain, develop or improve lakes, ponds, canals and watercourses.
- (3) Landscaping programs as outlined for parks and open space areas.

then the above items of development, maintenance, and repair shall be includable. Said actual costs are to be payable annually (or at the option of the DECLARANT or the ASSOCIATION in monthly installments) by each LOT OWNER to the DECLARANT, its successors or assigns (including the ASSOCIATION), commencing no earlier than the first day of January 1979. It is presently contemplated by the DECLARANT, its successors or assigns (including the ASSOCIATION) that they will assign their right to operate and maintain the aforesaid recreational and open spaces, together with the right to receive the pro rata share of such actual cost from each LOT OWNER as

aforesaid to the ASSOCIATION and thereafter, the ASSOCIATION shall assume the rights, privileges, and obligations of developing, operating and maintaining said recreational and open spaces and the right to the receipt of sums fixed as the actual cost thereof. Each owner of a LOT in the SUBDIVISION agrees that all charges made for its pro rata share of the actual cost of the development, operation, maintenance and repair of the aforesaid areas shall constitute a lien or charge upon such LOT, which may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property. Said lien shall be effective from and after the time of recording in the Public Records of Palm Beach County, Florida, of a claim of lien stating the description of the LOT, the name of the record owner, the amount due and date when due of the lien, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such liens shall bear interest at the rate of ten percent (10%) per annum from the date of recording until paid. Except for interest, such claims of lien shall include only unpaid assessments which are due and payable to the DECLARANT, its successors or assigns, or the ASSOCIATION, when the claim of lien is recorded, together with all costs incurred or sustained by the lien claimant in perfecting and enforcing such lien, including a reasonable attorney's fee and costs. Upon full payment the LOT OWNER shall be entitled to a reasonable satisfaction of lien. All such liens shall be subordinate to the lien of a mortgage or other lien held by any INSTITUTIONAL LENDER recorded prior to the time of recording the claim of lien, and in the event the holder of a prior mortgage lien shall accept and record a deed in lieu of foreclosure, or obtain Certificate of Title this shall operate to release a subordinate claim of lien. In any such lien foreclosure the LOT OWNER shall be required to pay a reasonable rental for the LOT, and the DECLARANT or ASSOCIATION shall be entitled to the forthwith appointment of a receiver without bond or notice to collect the same. A suit to recover a money judgment for unpaid assessments may be maintained at the option of the lien holder without waiving the lien securing the same.

C. NO DUTY TO MAINTAIN. Neither DECLARANT nor the ASSOCIATION shall have any duty or obligation to LOT OWNERS or members of the ASSOCIATION to do or perform, or cause to be done or performed, any of the services set forth in the preceding paragraph B hereof, or any other services. DECLARANT and/or the ASSOCIATION shall have the right and option to do or perform, or cause to be done or performed, such services and shall thereupon be entitled to payment for same in accordance with the provisions of paragraph B including the right to impose a lien on any LOT in the event that the LOT OWNER's pro rata portion of the cost of doing or performing such service shall not have been paid. The nature or extent of the development, repairs, replacement, maintenance or installation of facilities shall be at the sole and absolute discretion of DECLARANT and the ASSOCIATION. Should any dispute arise between DECLARANT and the ASSOCIATION as to the nature or extent of any of such services to be provided for the benefit of LOT OWNERS in the SUBDIVISION, then the decision of DECLARANT shall be paramount and superior over any conflicting decision of the ASSOCIATION.

D. ASSOCIATION MEMBERSHIP. Each LOT OWNER shall automatically become a member of the ASSOCIATION, and each LOT shall be entitled to votes to be cast through the LOT OWNERS as provided by the Articles of Incorporation and By-Laws of the ASSOCIATION. When more than one PERSON holds an interest in any LOT, the votes for such LOT shall be cast by that LOT OWNER designated in a certificate filed with the ASSOCIATION and signed by all PERSONS owning an interest in said LOT. In the event said certificate is not on file with the ASSOCIATION, no votes shall be cast for said LOT.

E. INVALIDITY CLAUSE. Invalidity in any of these covenants by a court of competent jurisdiction shall in no way affect any of the other covenants, which shall remain in full force and effect.

F. AMENDMENT REQUIRES MORTGAGEE'S CONSENT. This Article IX may not be amended without the consent of each INSTITUTIONAL LENDER holding a first mortgage upon a LOT in the SUBDIVISION.

G. COVENANTS IN FAVOR OF INSTITUTIONAL LENDERS. In order to induce INSTITUTIONAL LENDERS, as herein defined, to make individual mortgage loans upon LOTS in the SUBDIVISION, the ASSOCIATION's right to assess a LOT (as provided in Paragraphs E and C above), the title to which has been acquired by an INSTITUTIONAL LENDER who retains said title and likewise, during the time an INSTITUTIONAL LENDER retains said title, shall be suspended, however, the ASSOCIATION shall be under no obligation to perform any of the services, duties or obligations required of it as provided in Paragraph C above. Upon disposal in any manner of a LOT acquired by an INSTITUTIONAL LENDER by foreclosure or deed in lieu of foreclosure, or when such LOT is under lease, the ASSOCIATION's right to make assessments against such LOT and its right to impress a lien thereon shall be fully restored, (except that no such assessment or lien shall be for the purpose of defraying the cost of any work or services undertaken by the ASSOCIATION during the period of time or prior to the time title to said LOT was held by an INSTITUTIONAL LENDER) and the ASSOCIATION's duties and obligations with respect to said LOT shall be restored.

ARTICLE X.

Enforceability

Each and all of the Protective Restrictions shall be enforceable by injunction or other form of action available to the parties aggrieved, or to the Declarant, or its successors or assigns. Invalidity of any one of these Protective Restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

ARTICLE XI.

Liability

The Declarant, First Wellington, Inc., or their assignees or nominees, shall not in any manner be held liable or responsible, either directly or indirectly, for any violation of these Protective Restrictions by any person or entity other than themselves.

IN WITNESS WHEREOF, the said GOULD FLORIDA INC. has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized, this 9th day of January, 1980.

GOULD FLORIDA INC.

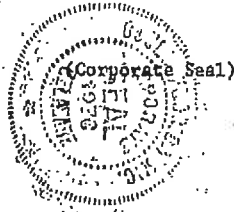
By: 

D. G. Quinlan, Vice President

Attest: 

Diana L. Curren, Assistant Secretary

(Corporate Seal)



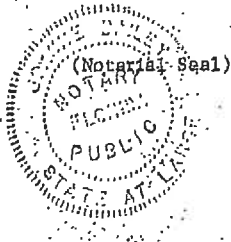
B3212 P1551

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared D. G. Quinlan and Diana L. Curren as Vice President and Assistant Secretary, respectively, of GOULD FLORIDA INC., a Delaware corporation, and acknowledged before me that they executed the same on behalf of the corporation for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of January, 1980.



Joanne Bailey
Notary Public
State of Florida at Large

My commission expires: Notary Public, State of Florida at Large
My commission expires Oct. 4, 1983.

B3212 P1552

EXHIBIT "A"

CHANNING VILLAS OF WELLINGTON-P.U.D., PHASE II

Commencing at the Northeast Corner of Lot 5, Block 3, CHANNING VILLAS OF WELLINGTON-P.U.D. as recorded in Plat Book 37 Page 162, Public Records of Palm Beach County, Florida; thence N 49°21'54"E along the Southerly Right-of-Way of Wellington Trace as shown on SOUTH SHORE NO. 1 OF WELLINGTON-P.U.D. as recorded in Plat Book 29, Page 225, of said Public Records, a distance of 202.76' feet to the beginning of a curve concave to the northwest having a radius of 1350 feet and a central angle of 01°03'33"; thence Northeasterly along the arc of said curve, a distance of 24.96 feet to the intersection of the Southerly Right-of-Way Line of Wellington Trace with the Northwest Corner of BRIAR PATCH, as recorded in Plat Book 33, Pages 62 and 63 of said Public Records; thence S 00°31'52"W, making an angle with the tangent to the last described curve, measured from Northeast to South, of 132°13'31"; a distance of 274.37 feet; thence S 89°28'08"E along the South Line of said BRIAR PATCH, a distance of 537.33 feet to a point on the Northwest boundary of SOUTH SHORE NO. 2-A OF WELLINGTON-P.U.D.; as recorded in Plat Book 31, Page 117 of said Public Records; thence S 49°21'54"W along said Northwest boundary of said SOUTH SHORE NO. 2-A, a distance of 1215.27 feet to the Southeast Corner of Lot 6, Block 1, of said CHANNING VILLAS OF WELLINGTON; thence N 08°16'46"W, along the East Boundary of said CHANNING VILLAS OF WELLINGTON and a line radial to a curve to be described, a distance of 145.84 feet to a point on a curve concave to the North having a radius 85 feet and a central angle of 32°21'20", thence easterly along the arc of said curve, a distance of 48.00 feet; thence N 40°38'06"W along a line radial to the last described curve, a distance of 60 feet; thence N 85°36'08"W, a distance of 35.35 feet; thence N 40°38'06"W, a distance of 80 feet; thence N 49°21'54"E, a distance of 560.95 feet to a point on a curve concave to the Northeast having a radius of 200 feet and a central angle of 16°12'24" and whose tangent at this point bears N 56°51'30"W; thence Northwesterly along the arc at said curve, a distance of 56.57 feet; thence N 49°21'54"E along a line radial to the last described curve, a distance of 60 feet; thence N 40°38'06"W, distance of 24.18 feet to the beginning of a curve concave to the South having a radius 85 feet and a central angle of 56°13'28"; thence Northwesterly and Westerly along the arc of said curve, a distance of 83.41 feet; thence N 06°51'34"W along a line radial to the last described curve, a distance of 161.62 feet to the POINT OF BEGINNING.

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

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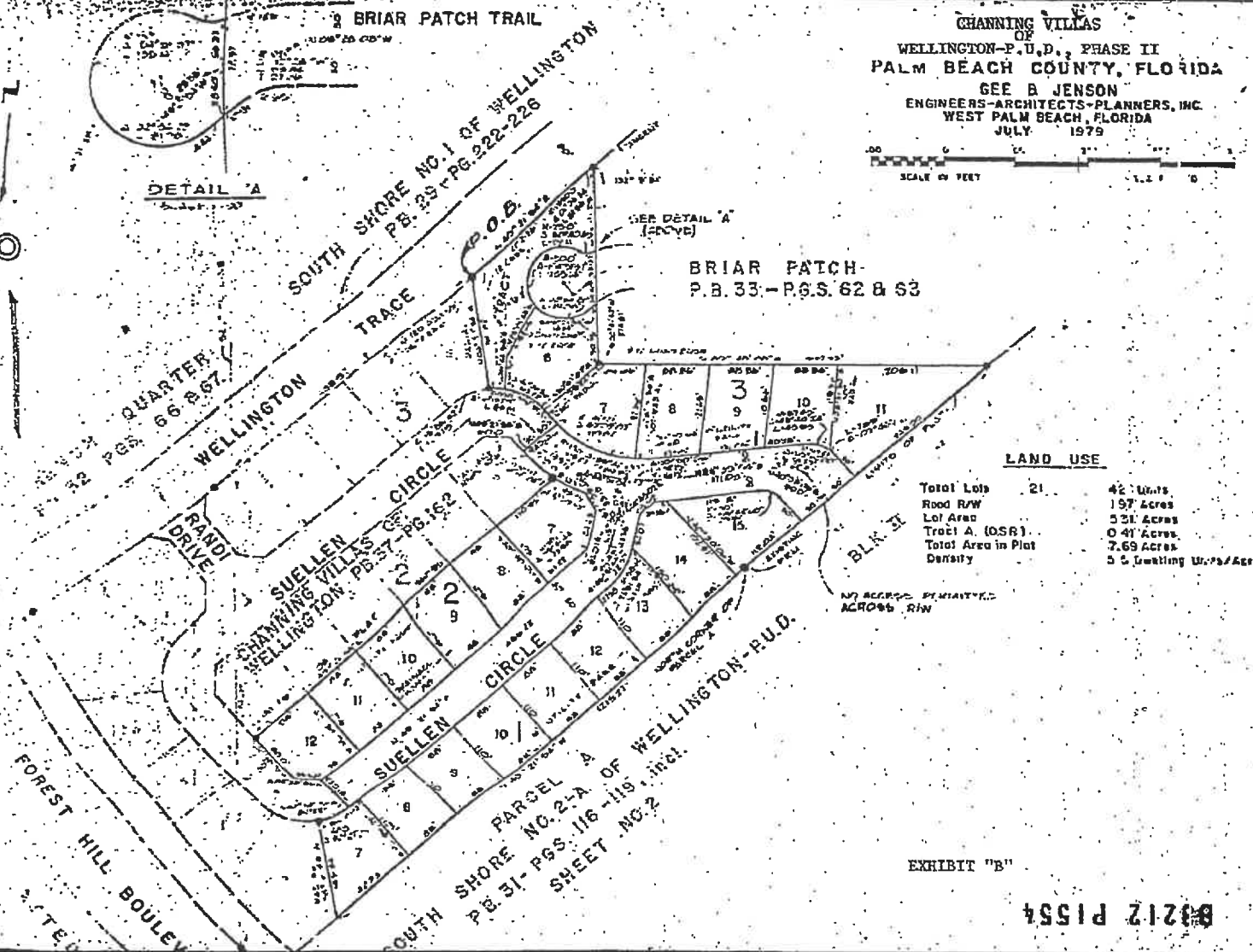


EXHIBIT "C"

DESCRIPTION OF PROPERTY

The following property located in Palm Beach County, Florida:

(1)

All that part of Sections 32, 33 and 34, Township 43 South, Range 41 East, lying South of the West Palm Beach Canal, less the East 350 feet of said Section 34.

(2)

All of Fractional Sections 2, 3, 4, 5, and all of Sections 8, 9, 10, 11, 14, 15, 16 and 17, Township 44 South, Range 41 East, except the following two tracts:

- (a) The West 240 acres of said Section 2, except a parcel of land in Section 2 which is included in this description and is described as follows: Commencing at the NW corner of Section 2-44-41, run S 01° 03' 22" W along the West line of said Section 2, 1.15 feet for a point of beginning; thence continue S 01° 03' 22" W along said West line 3790.12 feet to the North right of way line, said right of way being 35 feet measured at right angle to the South line of said Section 2; thence run S 89° 38' 24" E along said right of way line 198.09 feet; thence run N 01° 56' 15" W 3792.83 feet to the point of beginning, containing 8.618 acres.
- (b) The 34 acres in the Northeast corner of said Section 2 described as the South 1,485 feet of the North 1,520 feet of the West 1,090 feet of the East 1,185 feet of said Section 2.

B3212 P1555

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JRB 6732 Pg 207

FIRST AMENDMENT TO
THE DECLARATION OF RESTRICTIONS
OF
CHANNING VILLAS OF WELLINGTON
PHASE II

WHEREAS, the Declaration of Restrictions of Channing Villas of Wellington, Phase II is recorded in Official Record Book 3212, page 1543, Public Records of Palm Beach County, Florida; and

WHEREAS, Article VII of the Declaration of Restrictions of Channing Villas of Wellington, Phase II provides that the Declaration of Restrictions of Channing Villas of Wellington, Phase II may be amended by record owners of 75% or more of the total acreage; and

WHEREAS, at the annual meeting of the record owners of Channing Villas of Wellington, held on January 8, 1991, the record owners of 75% or more of the total acreage did vote their approval of the following amendments to the Declaration of Restrictions of Channing Villas of Wellington, Phase II.

WHEREAS, each record owner is a member of the Channing Villas Homowners Assoc., Inc., a Florida corporation not for profit, pursuant to paragraph 8 of the Amended Declaration of Party Facilities, Contiguous Easements and Restrictive Covenants recorded in Official Record Book 3193, Page 566, Public Records of Palm Beach County, Florida; and

NOW, THEREFORE, be it resolved that pursuant to said Article VII, the Declaration of Restrictions of Channing Villas of

DBS 6732 Pg 209

Declaration of Restrictions of Channing Villas of Wellington, Phase
II, this 11th day of February, 1991.

CHANNING VILLAS HOMEOWNERS
ASSOC., INC.

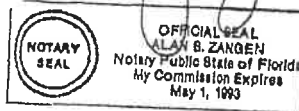
By: William B. Barris
President
Attest: Marion Poster
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer
duly authorized in the State and County aforesaid to take
acknowledgments, personally appeared WILLIAM B. BARRIS and
MARION POSTER, President and Secretary, respectively of
Channing Villas Homeowners Assoc., Inc., a Florida corporation, not
for profit and that they severally acknowledged executing the
foregoing First Amendment to the Declaration of Restrictions of
Channing Villas of Wellington, Phase II, freely and voluntarily
under authority duly vested in them by said corporation and that
the seal affixed thereto is the true corporate seal of said
corporation.

WITNESS my hand and official seal in the County and State
last aforesaid this 11th day of February, 1991.

Alan S. Zangen
Notary Public, State of Florida
My Commission Expires



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

Wellington, Phase II is hereby amended as follows:

1. That Article IV is amended by the addition of the following provision:

Any purchaser of property within the area covered by these Protective Restrictions shall, upon conveyance of said property, become a member of Channing Villas Homeowner's Assoc., Inc. (Homeowner's Association), a Florida corporation not for profit, and shall be entitled to all incidents of membership in said Homeowners Association, and purchaser and his property shall be burdened by all obligations and responsibilities of membership in said Homeowners Association.

2. That Article VII, paragraph A is amended by omitting, striking and deleting said paragraph and substituting in it's place the following:

A. The foregoing Protective Restrictions can be modified, altered, or amended by instruments in writing, recorded in the Public Records of Palm Beach County, Florida, by record owners of 65% or more of the total acreage covered by these Protective Restrictions.

3. That Article X is amended by the addition of the following provision:

The Board of Directors of Channing Villas Homeowner's Assoc., Inc. shall have the power and right to enforce each and all of the protective restrictions within this Declaration of Restrictions of Channing Villas of Wellington.

Except as to the above amendments to Article IV, Article VII, paragraph A. and Article X, the Declaration of Restrictions of Channing Villas of Wellington, Phase II shall remain in full force and effect without modification.

IN WITNESS WHEREOF, record owners of 75% or more of the total acreage of Channing Villas of Wellington, under authority duly invested in the President and Secretary of the Channing Villas Homeowners Assoc., Inc., have executed this First Amendment to the

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APR-08-1991 12:44pm 91-093817

ORB 6780 Pg 1612

SECOND AMENDMENT TO
THE DECLARATION OF RESTRICTIONS
OF
CHANNING VILLAS OF WELLINGTON
PHASE II

WHEREAS, the Declaration of Restrictions of Channing Villas of Wellington, Phase II is recorded in Official Record Book 3212, Page 1543, Public Records of Palm Beach County, Florida; and

WHEREAS, the First Amendment to the Declaration of Restrictions of Channing Villas of Wellington, Phase II is recorded in Official Record Book 6732, Page 0207, Public Records of Palm Beach County, Florida; and

WHEREAS, Article VII of the Amended Declaration of Restrictions of Channing Villas of Wellington, Phase II provides that the Declaration of Restrictions of Channing Villas of Wellington, Phase II may be amended by record owners of 65% or more of the total acreage; and

WHEREAS, at the annual meeting of the record owners of Channing Villas of Wellington, held on March 19, 1991, record owners of 65% or more of the total acreage did vote their approval of the following amendments to the Declaration of Restrictions of Channing Villas of Wellington.

WHEREAS, each record owner is a member of Channing Villas Homeowners Assoc., Inc., a Florida corporation not for profit, pursuant to paragraph 8 of the Amended Declaration of Party

Alan Fanger

ORB 6780 Pg 1613

Facilities, Contiguous Easements and Restrictive Covenants recorded in Official Record Book 3193, Pages 566, Public Records of Palm Beach County, Florida; and

NOW, THEREFORE, be it resolved that pursuant to said Article VII, the Declaration of Restrictions of Channing Villas of Wellington, Phase II is hereby amended by adding Article XII to the Declaration of Restrictions of Channing Villas of Wellington, Phase II as follows:

ARTICLE XII

Rules and Regulations

The Board of Directors of Channing Villas Homeowners Assoc., Inc. shall have the authority to enact, adopt, make, amend, modify and to enforce reasonable Rules and Regulations governing the conduct, use, and enjoyment of all properties within the area covered by these Protective Restrictions and the Common Elements.

The Board's powers to enforce the Rules and Regulations shall include but not be limited to imposition of reasonable fines which shall constitute a lien on the Unit and suspension of an Owner's right to use the Common Elements.

Except as to the above amendment adding Article XII, the Declaration of Restrictions of Channing Villas of Wellington, Phase II shall remain in full force and effect without modification.

IN WITNESS WHEREOF, record owners of 65% or more of the total acreage of Channing Villas of Wellington, under authority duly invested in the President and Secretary of the Channing Villas Homeowners Assoc., Inc., have executed this Second Amendment to the Declaration of Restrictions of Channing Villas of Wellington,

DRB 6780 Pg 1614

this 3rd day of April, 1991.

CHANNING VILLAS HOMEOWNERS
ASSOC., INC.

By:

William B. Barris
President

Attest:

Marion Foster
Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared WILLIAM B. BARRIS and MARION FOSTER, President and Secretary, respectively of Channing Villas Homeowners Assoc., Inc., a Florida corporation, not for profit and that they severally acknowledged executing the foregoing Second Amendment to the Declaration of Restrictions of Channing Villas of Wellington, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of April, 1991.

Laura Jean Fernandez
Notary Public, State of Florida
My Commission Expires:



MY COMMISSION EXPIRES
OCTOBER 24, 1992

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

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FILE NUM 20120103678 OR BOOK PAGE 25075/1587 DATE: 03/16/2012 12:54:10 Pgs 1587 - 1589 (3pgs)
Sharon R. Bock, CLERK & COMPTROLLER

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF RESTRICTIONS ("Declaration") FOR
CHANNING VILLAS HOMEOWNERS ASSOCIATION, INC.**

THIS CERTIFICATE OF AMENDMENT TO THE DECLARATION OF RESTRICTIONS ("Declaration") FOR CHANNING VILLAS HOMEOWNERS ASSOCIATION, INC. is made this 23rd day of January, 2012 by CHANNING VILLAS HOMEOWNERS ASSOCIATION, INC. ("Association").

WITNESSETH:

WHEREAS, the Declaration of Restrictions for Channing Villas Homeowners Association, Inc. (hereinafter "Declaration") was recorded commencing at Official Records Book 3105, Page 0674 of the Public Records of Palm Beach County, Florida, and established covenants running with the land therein described.

WHEREAS, Article VII of the Declaration provides that the Declaration may be amended by approval of Owners holding not less than three-fourths (3/4) of the voting interests of the membership.

NOW, THEREFORE, the President and Secretary of the Association hereby certify that:

1. The Amendments to the Declaration, attached as "Exhibit A", have been properly and duly approved by Owners holding not less than three-fourths (3/4) of the voting interests of the membership. The written approvals of the Owners were cast at a duly called membership meeting and are on file with the permanent Corporate Records of the Association. Further, the Amendments to the Declaration attached hereto as Exhibit "A" have been properly and duly approved by a majority of the entire membership of the Board of Directors.

2. The Association has properly approved and adopted the Amendments attached hereto as Exhibit "A". The approval and adoption of the Amendments attached hereto as Exhibit "A" appears in the minutes of the Association, and said approval and adoption is unrevoked.

3. The Amendments attached hereto as Exhibit "A" shall run with the real property subject to the Declaration and shall be binding on all parties having any right, title or interest in the real property subject to the Declaration their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this 23rd day of January, 2012.

Witnesses (as to both):

Donna L. Blackwell
Signature

DONNA L. BLACKWELL
Print Name

Daleen Goring
Signature

DALEEN GORING
Print Name

CHANNING VILLAS HOMEOWNERS ASSOCIATION, INC.

By: Beatrice Davin
Signature of Association President

BEATRICE DAVIN
Printed name of Association President

STATE OF FLORIDA _____)

COUNTY OF PALM BEACH _____)

The foregoing instrument was acknowledged before me this 23rd day of January, 2012, by BEATRICE DAVIN as President of CHANNING VILLAS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the Corporation, who is personally known to me or produced _____ as identification.



Teri E. Schott
NOTARY PUBLIC, State of Florida

[Signature]
Signature

KIM CURRIGAN
Print Name

[Signature]
Signature
Monica Poludniak
Print Name

By: [Signature]
Signature of Association Secretary

SHERY MAIRA
Printed name of Association Secretary

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 23rd day of January, 2012 by SHERY MAIRA as Secretary of CHANNING VILLAS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the Corporation, who is personally known to me or has produced _____ as identification.



REBECCA A. BLACK
MY COMMISSION # DD 972566
EXPIRES: April 25, 2014
Bonded Thru Budget Notary Services

Rebecca A. Black
NOTARY PUBLIC, State of Florida

CHANNING VILLAS HOMEOWNERS ASSOCIATION, INC.

"EXHIBIT A"

AMENDMENT(S) TO THE DECLARATION OF RESTRICTIONS FOR CHANNING VILLAS OF WELLINGTON, PHASE II HOMEOWNERS ASSOCIATION - P.U.D.

Amendment(s) to the Declaration of Restrictions of Channing Villas Homeowners Association as recorded in Book 3105, Page 0674 of the Palm Beach County, Florida Public Records book which specifically include amendments to Article V, Section C (Page 4)

ARTICLE V. - NUISANCES SUBSECTION "C"

C. Owners and occupants of lots, will not. be permitted to park, store or keep any commercial vehicle, boat, truck, trailer, camper, mobile home, motor home, bus, trailer coach, tractor, or other such vehicles on adjacent roads and streets or tracts described herein except temporarily for delivery or pickup and except temporarily during periods of construction. Owners and occupants of units may store or keep such vehicles in a totally enclosed structure. Passenger pickup trucks are permitted to be parked in the driveway or garage, but must not exceed standard sizing(tonnage), suspension, and tires. Trucks must not exceed two (2) axles or four (4) tires and may not have tool box attachments, service equipment, construction materials, ladders, or other commercial lettering exposed.

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ARTICLES OF INCORPORATION

ARTICLES OF INCORPORATION

OF

CHANNING VILLAS HOMEOWNERS ASSOC., INC.

Nov 7 1 09 PM 1979
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned, by these Articles, associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and do hereby certify as follows:

ARTICLE I
NAME

The name of the corporation shall be CHANNING VILLAS HOMEOWNERS ASSOC., INC. ("Association").

ARTICLE II
INITIAL REGISTERED OFFICE AND REGISTERED AGENT

The initial registered Office of the Association shall be located at 12530 Tylerwood Court, Wellington, West Palm Beach, Florida 33411. The initial registered agent of the Association is JOSEPH J. GLICKMAN, located at 12530 Tylerwood Court, Wellington, West Palm Beach, Florida 33411. The principal business office of the Association shall be located initially at 12530 Tylerwood Court, Wellington, West Palm Beach, Florida 33411, and the office of the Association may thereafter be at such other place as the Board of Directors ("Board") may designate from time to time.

ARTICLE III
PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof ("Members"). The specific purposes for which it is formed are to provide for maintenance, preservation, and architectural compatibility of the residence Lots and Common Areas within that certain tract of property located in Palm Beach County, Florida, more particularly described in EXHIBIT "A" attached hereto ("Property"); to promote the health, safety and welfare of the residents within the Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and for this purpose to:

A. exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Party Facilities and Contiguous Easements ("Declaration") applicable to the Property and recorded among the Public Records of Palm Beach County, Florida, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length with all definitions of terms set forth therein being applicable to such terms in these Articles;

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

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

D. have and exercise any and all powers, rights and privileges which a corporation organized under the Corporations Not For Profit Law of the State of Florida by law may now or hereafter have or exercise and not in conflict with these Articles;

E. contract for the management of the Association and the performance of its duties with a third party and delegate to said third party all of the powers and duties of the Association except those required by these Articles or the Declaration to have the approval of the Board or the members.

ARTICLE IV QUALIFICATION OF MEMBERS

All Members of the Association must be owners of units within the Property and all such owners shall automatically become Members of the Association. The Declarant as identified and defined in the Declaration shall be a Member.

ARTICLE V VOTING RIGHTS

Members shall be entitled to one (1) vote for each unit owned. When more than one person holds an interest in any unit, all such persons shall be Members. The vote for such unit shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any unit. There shall be no cumulative voting.

ARTICLE VI BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors. During the first two (2) years after incorporation, the Board of Directors shall consist of three Directors. The names and addresses of said Directors are;

JOSEPH J. GLICKMAN
12705 Guilford Circle, Wellington
West Palm Beach, Florida

EDNA R. GLICKMAN
12705 Guilford Circle, Wellington
West Palm Beach, Florida

JOSEPH ZANGEN
3821 NW Ninth Avenue
Pompano, Florida 33060

In the event of the death, incapacity, or resignation of one or more of the above named Directors, the surviving Directors shall have the right to fill vacancies for the remainder of the aforesaid two year term. Two years after the Association has incorporated, the affairs of the Association shall be managed by a Board of not less than three (3) nor more than nine (9) Directors, which Directors shall be elected in accordance with the By-Laws of the Association at the annual meeting of members.

Except for the initial three (3) member Board of Directors, Directors may be removed in the manner as provided

in the By-Laws of the Association.

ARTICLE VII
OFFICERS

The Association shall be administered by the Officers designated in the By-Laws. The Officers shall be elected by the Board at its first meeting following the annual meeting of the Members and shall serve at the pleasure of the Board. The names and addresses of the Officers who shall serve until their successors are designated by the Board are as follows:

JOSEPH J. GLICKMAN, President
12705 Guilford Circle
Wellington
West Palm Beach, Florida

EDNA R. GLICKMAN, Vice-President
12705 Guilford Circle
Wellington
West Palm Beach, Florida

JOSEPH ZANGEN, Secretary
3821 NW Ninth Avenue
Pompano, Florida 33060

ARTICLE VIII
BY-LAWS

The first By-Laws of the Association shall be adopted by the Board and may be altered, amended or rescinded by the Board in the manner provided by the By-Laws.

ARTICLE IX
INDEMNIFICATION

Every Director and Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by, or imposed upon him, in connection with any proceeding or settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred, but the provisions of this Article shall not apply if a Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of a settlement, the indemnification provided herein shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to which such Director or Officer may be entitled.

ARTICLE X
DISSOLUTION

The Association may be dissolved in the manner provided by the laws of Florida.

ARTICLE XI
TERM

The term of this Association shall be perpetual.

ARTICLE XII
WELLINGTON PROPERTY OWNERS ASSOCIATION

Being an owner of a unit covered by this Association or being a member of this Association shall not absolve said unit owner or member from the requirement of membership in First Wellington, Inc. (Wellington Property Owners Association), a Florida corporation not for profit.

ARTICLE XIII
AMENDMENTS

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

A. A notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

B. A resolution for the adoption of the proposed amendment may be proposed by either the Board or the Members, Directors and Members not present in person or by proxy at a meeting considering an amendment may express their approval in writing provided that such approval is delivered to the secretary of the Association at or prior to the meeting. Except as elsewhere provided, amendments to these Articles shall require the assent of seventy-five percent (75%) of the entire membership of the Association and seventy-five percent (75%) of the members of the Board.

C. A copy of each amendment shall be filed with the Secretary of State and recorded among the Public Records of Palm Beach County, Florida.

ARTICLE XIV
SUBSCRIBERS


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

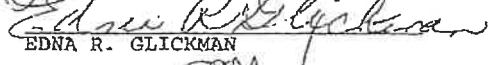
JOSEPH J. GLICKMAN
12705 Guilford Circle
Wellington
West Palm Beach, Florida

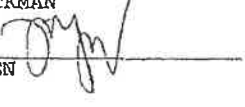
EDNA R. GLICKMAN
12705 Guilford Circle
Wellington
West Palm Beach, Florida

JOSEPH ZANGEN
3821 NW Ninth Avenue
Pompano, Florida 33060

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the subscribers of this Association, have executed these Articles of Incorporation this 15 day of AUGUST, 1979.


JOSEPH J. GLICKMAN


EDNA R. GLICKMAN


JOSEPH ZANGEN

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared JOSEPH J. GLICKMAN, EDNA R. GLICKMAN and JOSEPH ZANGEN, to me known to be the person described in and who executed the foregoing instrument and who acknowledged before me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15th day of August, 1979.

(N.P.S.F.A.L.)

Hester C. Hart
NOTARY PUBLIC

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN. 31 1983
BLENDED INTO GENERAL LNS UNDERWRITERS

EXHIBIT "A"
DESCRIPTION
CHANNINGVILLE OF WELLINGTON ...

A parcel of land lying in part of Sections 10 and 11, Township 44 South, Range 41 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the East Corner of Lot 1, Block 15, SOUTH SHORE NO. 1 OF WELLINGTON, as recorded in Plat Book 29, Page 225, Public Records of Palm Beach County, Florida; thence North $60^{\circ} 14' 52''$ East (for convenience all bearings shown herein are relative to an assumed meridian used throughout Wellington) along the South Line of said plat, a distance of 120.00 feet to the POINT OF BEGINNING of this description; thence continue North $60^{\circ} 14' 52''$ East, being the South Right-of-Way Line of Wellington Trace, a distance of 60.00 feet to the beginning of a curve concave to the northwest having a radius of 1614.69 feet and a central angle of $10^{\circ} 52' 58''$; thence northeasterly along the arc of said curve, a distance of 306.70 feet; thence North $49^{\circ} 21' 54''$ East along the tangent to said curve, a distance of 680.64 feet to the beginning of a curve concave to the northwest having a radius of 1350 feet and a central angle of $01^{\circ} 03' 33''$; thence northeasterly along the arc of said curve, a distance of 24.96 feet to the intersection of the Southerly Right-of-Way Line of Wellington Trace with the Northwest Corner of BRIER PATCH, as recorded in Plat Book 33, Pages 62 and 63 of said Public Records; thence South $00^{\circ} 31' 53''$ West, making an angle with the tangent to the last described curve, measured from northeast to south, of $132^{\circ} 13' 31''$, a distance of 274.37 feet; thence South $89^{\circ} 28' 08''$ East along the South Line of BRIER PATCH, a distance of 537.33 feet to a point on the northwest boundary of SOUTH SHORE NO. 2-A OF WELLINGTON - P.U.D., as recorded in Plat Book 31, Page 117 of said Public Records; thence South $49^{\circ} 21' 54''$ West along said northwest boundary of said SOUTH SHORE NO. 2-A, a distance of 1336.15 feet to the west point of said Parcel "A", said point being on the arc of a curve concave to the northeast having a radius of 2212.36 feet and a central angle of $01^{\circ} 27' 54''$ and whose tangent at this point bears South $44^{\circ} 19' 55''$ East; thence northwesterly along the arc of said curve, being the northeasterly right-of-way line of Forest Hill Boulevard, a distance of 56.57 feet to the East Line of said Section 10; thence continue along the northwesterly extension of the same curve, through an angle of $13^{\circ} 06' 53''$, a distance of 506.40 feet; thence North $29^{\circ} 45' 08''$ West along the tangent to said curve, a distance of 40.76 feet to the POINT OF BEGINNING.

Containing 14.09 acres, more or less

SUBJECT to existing Rights-of-Way, Easements, Restrictions and Reservations of Record

4/27/79-kjs

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

In pursuance of Chapter 48.091, Florida Statutes,
the following is submitted in compliance with said Act:

First - That CHANNING VILLAS HOMEOWNERS ASSOC., INC.,
desiring to organize under the laws of the State of Florida,
with its principal office as indicated in the Articles of
Incorporation at 12530 Tylerwood Court, Wellington, West Palm
Beach, County of Palm Beach, State of Florida, has named
JOSEPH J. GLICKMAN, located at 12530 Tylerwood Court, Welling-
ton, West Palm Beach, Florida 33411, as its agent to accept
service of process within this state.

ACKNOWLEDGMENT:

Having been named to accept service of process for
the above stated corporation at the place designated in this
certificate, I hereby accept to act in this capacity, and
agree to comply with the provision of said Act relative to
keeping open said office.


JOSEPH J. GLICKMAN

FILED
Nov 7 1 09 PM 1979
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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AMENDED AND RESTATED
BY-LAWS
OF
CHANNING VILLAS HOMEOWNERS ASSOC., INC.

A Corporation not for profit under
the laws of the State of Florida

ARTICLE I
IDENTITY

These are the By-Laws of the CHANNING VILLAS HOMEOWNERS ASSOC., INC., hereafter called Association in the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on the 7th day of November, 1979. The Association has been organized for the purpose of owning and operating common property located in Palm Beach County, Florida, which property is to be used in common by the members of the CHANNING VILLAS HOMEOWNERS ASSOC., INC. Such operation by the Association shall include the management of CHANNING VILLAS, in keeping with the terms and conditions as set forth in the Amended Declaration of Party Facilities, Contiguous Easements, and Restrictive Covenants, recorded at Official Record Book 3193, Pages 0566-0580 inclusive, Public Records of Palm Beach County, Florida, and the enforcement of such covenants, conditions, and restrictions.

A. The office of the Association shall be at Wellington, Palm Beach County, Florida.

B. The fiscal year of the Association shall be the calendar year.

C. The seal of the Association shall bear the name of the corporation, the word, "Florida", the words, "Corporation not for profit", the year of incorporation, an impression of which follows:

(SEAL)

ARTICLE II
MEMBERS' MEETINGS

A. The annual members' meeting shall be held at such location as shall be designated in the Notice of Meeting at 7:30 P.M. o'clock, during the second week of each January of each year, for the purpose of electing directors and transacting any other business authorized to be transacted by the members.

B. Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third (1/3) of the votes of the entire membership.

C. Notice of all members' meetings stating the time and place and the object for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing to each member at his or her address as it appears on the books of the Association and shall be mailed not less than ten (10) days not more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice.

D. A quorum at members' meetings shall consist of persons entitled to cast 30% of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Articles of Incorporation or these By-Laws.

E. Voting

1. In any meeting of members, the owners of duplex apartments shall be entitled to cast one vote as the owner of a duplex apartment unless the decision to be made is elsewhere required to be determined in another manner.

2. If a duplex apartment is owned by one person, his right to vote shall be established by the record title to his duplex apartment. If any duplex apartment is owned by more than one person or is under lease, the person entitled to cast the vote for the duplex apartment shall be designated by a certificate signed by all of the record owners of the duplex apartment and filed with the Secretary of the Association. If a duplex apartment is owned by a corporation, the person entitled to cast the vote for the duplex apartment shall be designated by a certificate signed by the President or Vice-President of the Corporation and attested by the Secretary or Assistant Secretary of the Corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until revoked or until a change in the ownership of the duplex

apartment concerned. A certificate designating the person entitled to cast the vote of a duplex apartment may be revoked by any owner of a duplex apartment. If such certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

F. Proxies. Members may not vote by general proxy, but may vote by limited proxy. Limited proxies and general proxies may be used to establish a quorum. Limited proxies may also be used for votes taken to amend the Articles of Incorporation or By-Laws or for any matter that requires or permits a vote of the members. Any proxy shall be effective only for the specific meeting for which it was originally given and any lawfully adjourned meetings thereof. A proxy is revocable at any time at the pleasure of the member who executes it. A proxy must be filed with the Secretary of the Association at or before the appointed time of the meeting in order to be effective.

G. Adjourned Meetings. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. Notice of any adjournment must be given to all members of the new, date, time or place pursuant to Article III, E., below.

H. The Order of Business at annual members' meetings, and as far as practical at other members' meetings, shall be:

1. Calling of the roll and certifying of Proxies
2. Proof of notice of meeting or waiver of notices
3. Reading and disposal of any unapproved minutes
4. Reports of officers
5. Reports of committees
6. Election of inspectors of elections
7. Election of directors
8. Unfinished business
9. New business
10. Adjournment.

I. Minutes of Meetings. The minutes of all meetings of members and of the Board of Directors shall be kept in written form or in another form that can be converted into written form and shall be available for inspection by members, or their authorized representatives, and board members, at any reasonable time. These individuals shall have the right to make written notations from the minutes, and to receive photocopies thereof at the cost of the member concerned. The Board of Directors shall establish such cost. The Association shall retain these minutes for at least seven (7) years. A vote or abstention from voting on each matter voted upon by each director present at a board meeting must be recorded in the minutes.

ARTICLE III
DIRECTORS

A. Membership. The affairs of the Association shall be managed by a board of not less than three (3) nor more than nine (9) directors.

B. Election of Directors shall be conducted in the following manner:

1. Election of Directors shall be held at the annual meeting.

2. A nominating committee of five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one person for each director then serving. Other nominations may be made from the floor at a meeting where the election is to be held. Any member may nominate themselves as a candidate for the board at the meeting where the election is to be held.

3. For election of Directors to the Board of Directors, owners shall only vote in person at a meeting of the members or by a ballot that the owners personally cast. Board of Directors shall be elected by a plurality of the votes cast by eligible voters.

4. Vacancies of the Board. Except as to vacancies created by removal of Directors by members, vacancies on the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors for the remainder of the vacating Director's term. If the Association fails to fill vacancies on the Board of Directors sufficient to constitute a quorum in accordance with these By-Laws, any duplex Owner may apply to the Circuit Court that has jurisdiction over the community served by the Association for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days before applying to the Circuit Court, the duplex owner shall mail to the Association and post, in a conspicuous place on the property of the community served by the Association, a notice describing the intended action, giving the Association the opportunity to fill the vacancies. If during such time the Association fails to fill the vacancies, the duplex Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs, and attorney's fees. The receiver shall have all powers and duties of a duly constituted board of directors and shall serve until the Association fills vacancies on the Board sufficient to constitute a quorum.

5. Any Director may be removed by concurrence of two-thirds (2/3) of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the

Board of Directors so created shall be filed by the members of the Association at the same meeting.

C. The term of each director's services shall be the calendar year following his election and subsequently until his successor is duly elected and qualified or until he or she is removed in the manner elsewhere provided.

D. The organization meeting of a newly elected Board of Directors shall be held immediately following their election at which time officers of the Association shall be elected.

E. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Meetings of the Board of Directors shall be open to all owners. No member, however, shall be entitled to participate in the meetings unless specifically invited to do so, and in the manner set forth by the Board. A meeting of the board of directors of the Association occurs whenever a quorum of the board gathers to conduct association business. All meetings of the board must be open to all members except for meetings between the board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Notices of all board meetings must be posted in a conspicuous place in the community at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the community, notice of each board meeting must be mailed or delivered to each member at least 7 days before the meeting, except in an emergency. An assessment may not be levied at a board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Directors may not vote by proxy or by secret ballot at board meetings, except that secret ballots may be used in the election of officers. This provision also applies to the meetings of any committee or other similar body, including any body vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a member of the community.

F. Special meetings of the Directors may be called by the President or may be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or facsimile, which notice shall state the time, place and purpose of the meeting.

G. Waiver of notice. Any Director may wave notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

H. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Articles of Incorporation, or these By-Laws.

I. Adjourned meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting.

J. The presiding officer of Directors' meetings shall be the President of the Board; and if unavailable, the Vice-President shall preside. In the absence of the presiding officer, the Directors shall designate one of their number to preside.

K. The order of business at Directors' meetings shall be:

1. Calling of roll
2. Proof of due notice of meeting
3. Reading and disposal of any unapproved minutes
4. Reports of officers and committees
5. Election of officers
6. Unfinished business
7. New business
8. Adjournment.

L. Directors' fees. There shall be no officers or directors' fees.

ARTICLE IV

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

A. All of the powers and duties of the Association existing under the Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by owners where such approval is specifically required.

B. The Board of Directors of Channing Villas Homeowners Assoc., Inc. shall have the authority to enact, adopt, make, amend, modify and to enforce reasonable Rules and Regulations governing the conduct, use, and enjoyment of all properties within the area covered by the Protective Restrictions and the Common Elements.

C. The Board's powers to enforce the Rules and Regulations shall include but not be limited to imposition of reasonable fines

which shall constitute a lien on the Unit and suspension of an Owner's right to use the Common Areas and Facilities.

ARTICLE V
OFFICERS

A. The executive officers of the Association shall be a President, who shall be a director, a Vice-President, who shall be a director, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Directors at any meeting. The Board of Directors, from time to time, shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

B. The President shall be the chief executive officer of the Association. He or she shall have all of the powers and duties usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members of the association from time to time, as he or she, in his or her discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

C. The Vice-President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

D. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He or she shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He or she shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He or she shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Directors or the President.

E. The Treasurer shall have the custody of all property of the Association, including funds, securities and evidence of indebtedness. He or she shall keep the books of the Association in accordance with good accounting practices; and he or she shall perform all other duties incident to the office of Treasurer.

F. The compensation of all employees and agents of the Association shall be fixed by the Directors.

ARTICLE VI
FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Articles of Incorporation shall be supplemented by the

following provisions:

A. Accounts. The receipts and expenditures of the Association shall be created and charged to accounts under the following classification as shall be appropriate, all of which expenditures shall be common expenses:

1. Current expenses, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or the operations. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

2. Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

3. Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

4. Betterments. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be a part of the recreational facility.

B. Budget. The Board of Directors shall prepare and adopt an annual budget for each calendar year. The budget must include the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The Budget shall also include the estimated funds required to defray the assessments and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

1. Current expenses

2. Reserve for deferred maintenance

3. Reserve for replacement

4. Betterments, which shall include the funds to be used for capital expenditures for additional improvements to the common property, provided, however, that in the expenditure of this fund, no sum in excess of \$2,500.00 shall be expended for a single item or for a single purpose without approval of the members of the Association.

5. Operation, the amount of which may be to provide a working fund or to meet losses.

6. The Association shall provide each member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member. The copy shall be provided to the member within ten (10) business days after any such request.

C. Financial Reporting. The Association shall prepare an annual financial report within sixty (60) days after the close of the fiscal year. The Association shall, within ten (10) business days, provide each member with a copy of the annual financial report or written notice that a copy of the financial report is available upon request at no charge to the member. The financial report must consist of either:

1. Financial statements presented in conformity with generally accepted accounting principles; or

2. A financial report of actual receipts and expenditures, cash basis, which report must show:

a. The amount of receipts and expenditures by classification; and

b. The beginning and ending cash balances of the association.

D. Assessments. Assessments against the owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 31, preceding the year for which the assessments are made. Such assessments shall be due in quarterly installments on the first day of each quarter of the calendar year for which the assessments are made. (January, April, July and October of each year). If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and quarterly installments of such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and quarterly assessments may be amended at any time by the Board of Directors where the Board determines that the estimated Association's expenses must be adjusted to meet the actual Association's expenses. Assessments for repair and maintenance of the limited common property shall be made as funds are expended or liability therefore is incurred by the Association. Notice of any meeting in which assessments are established or increased shall specifically contain a statement to that effect and give the nature of any such proposed assessment. Notice of such meeting shall be made by posting or mailing pursuant to Article III, Paragraph E of these By-Laws. Notwithstanding any provision to the contrary, any quarterly assessment that is not paid in full within thirty (30) days after it is due shall result in the assessment of a late fee of \$25.00 per quarter.

E. Acceleration of assessment installments upon default. If a duplex owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment for that calendar year upon notice to the duplex owner, and the then unpaid balance of the assessment shall be due upon the date stated in the notice, but not less than ten (10) days after delivery or mailing of the notice to the duplex owner. Delinquent assessments that are not paid within ten (10) days after delivery or mailing of notice may be filed as a lien against the delinquent unit under and according to the applicable laws of the State of Florida and as provided in the Association's governing documents.

F. Assessments for emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such expenditures is given to the duplex apartment owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the vote of the duplex apartment owners concerned, the assessment shall become effective and shall be due after thirty (30) days notice in such manner as the Board of Directors of the Association may require in the Notice of Assessment.

G. The depository of the Association shall be such bank or banks and/or such savings and loan association as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

H. Audit. At the Annual Meeting of the Association, the members present shall determine by a majority vote whether an audit of the accounts of the Association for the year shall be made by a Certified Public Accountant, a Public Accountant, or by an auditing committee consisting of not less than three (3) members of the Association, none of which shall be Board members. The cost of the audit shall be paid by the Association.

I. Fidelity Bonds shall be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for the Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total of two monthly assessments against members for common expenses. The premiums of such bonds shall be paid by the Association.

ARTICLE VII PARLIAMENTARY RULES

These By-Laws may be amended in the following manner:

A. These By-Laws may be amended at any general or special meeting of the members of the Association.

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

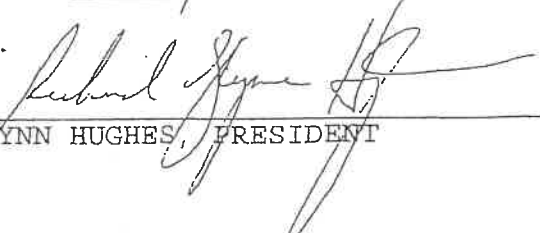
C. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approval must be by:

1. At least fifty percent (50%) of the entire membership of the Association.

D. Proviso. Provided, however, that no amendment shall discriminate against any duplex apartment owner nor against any duplex apartment unit or class or group of duplex apartment units unless the duplex apartment owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation.

E. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the By-Laws, which certificate shall be executed by the President or Vice-President of the Association and attested by the Secretary of the Association with the formalities of the execution of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

The foregoing were adopted as the By-Laws of CHANNING VILLAS HOMEOWNERS ASSOC., INC., a Corporation not for profit under the laws of the State of Florida, at the meeting of the Board of Directors held on the 30th day of January, 1996.


GLYNN HUGHES, PRESIDENT


VIRGINIA DITMAN, SECRETARY

12

Address:

FEB-23-1996 8:28am 76-060038
ORE 7133 Pg 1100

Property Appraisers Parcel Identification (Folio) Number(s):

CERTIFICATE OF AMENDMENT

TO

THE BY-LAWS OF CHANNING VILLAS HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the By-Laws of Channing Villas Homeowners Association, Inc. were adopted on November 28, 1979; and

WHEREAS, Article VII, of the By-Laws of the Association provide for the amendment to the By-Laws upon adoption of a Resolution of the Proposed Amendments by either the Board of Directors of the Association or by the members of the Association and by the affirmative vote of at least 50% of the entire membership of the Association; and

WHEREAS, a meeting of the Board of Directors of the Association was held on October 23, 1995, at which time the Board of Directors unanimously adopted a Resolution to amend the By-Laws as set forth in Exhibit 1, attached to this Certificate; and

WHEREAS, a meeting of the entire membership was held on January 10, 1996, at which at least 50% of the entire membership of the Association did vote to approve the amendment to the By-Laws as set forth in Exhibit 1, attached to this Certificate; and

WHEREAS, this Certificate and the approved Amended and Restated By-Laws shall be effective upon recording of this Certificate and the attached Amendments, in the public records of Palm Beach County, Florida.

NOW, THEREFORE, the By-Laws of Channing Villas Homeowners Association, Inc. be and are hereby amended in the particulars as stated in Exhibit 1, attached hereto; said amendments shall run

with the real property known as CHANNING VILLAS OF WELLINGTON, and

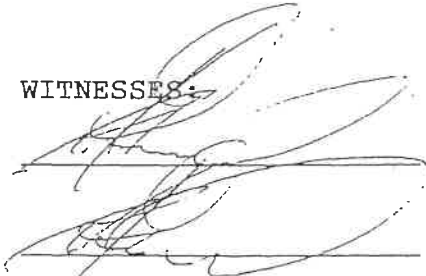
Prepared by & return to:
Alan S. Zangen, Esq.
1200 Corporate Center Way, Ste. 201
Bellingham, WA 98225

shall be binding on all parties having any right, title or interest in said real property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

THE UNDERSIGNED HEREBY CERTIFY that the attached Amended and Restated By-Laws were duly adopted as amendments to the By-Laws of Channing Villas Homeowners Association, Inc., and that the entire Board of Directors at a duly scheduled and held meeting in which a quorum was present and at least 50% of the voting interest of the entire membership of the Association at the duly scheduled and held annual meeting of the membership, did vote and approve the same.

DATED this 30 day of January, 1996.

WITNESSES:



CHANNING VILLAS HOMEOWNERS
ASSOCIATION, INC.

BY: Glynn Hughes
GLYNN HUGHES, PRESIDENT

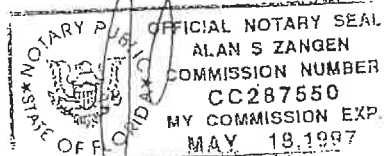
Attest: Virginia Ditman
VIRGINIA DITMAN, SECTY.

STATE OF FLORIDA
COUNTY OF PALM BEACH

SWORN AND SUBSCRIBED before me by Glynn Hughes, President and Virginia Ditman, Secretary, of Channing Villas Homeowners Association, who are personally known to me or who produced N/A as identification, this 30 day of January, 1996.

[Signature]
Notary Public, State Of Florida

My Commission Expires:



AMENDED AND RESTATED

BY-LAWS

OF

CHANNING VILLAS HOMEOWNERS ASSOC., INC.

A Corporation not for profit under
the laws of the State of Florida

ARTICLE I
IDENTITY

These are the By-Laws of the CHANNING VILLAS HOMEOWNERS ASSOC., INC., hereafter called Association in the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on the 7th day of November, 1979. The Association has been organized for the purpose of owning and operating common property located in Palm Beach County, Florida, which property is to be used in common by the members of the CHANNING VILLAS HOMEOWNERS ASSOC., INC. Such operation by the Association shall include the management of CHANNING VILLAS, in keeping with the terms and conditions as set forth in the Amended Declaration of Party Facilities, Contiguous Easements, and Restrictive Covenants, recorded at Official Record Book 3193, Pages 0566-0580 inclusive, Public Records of Palm Beach County, Florida, and the enforcement of such covenants, conditions, and restrictions.

A. The office of the Association shall be at Wellington, Palm Beach County, Florida.

B. The fiscal year of the Association shall be the calendar year.

C. The seal of the Association shall bear the name of the corporation, the word, "Florida", the words. "Corporation not for profit", the year of incorporation, an impression of which follows:

(SEAL)

ARTICLE II
MEMBERS' MEETINGS

A. The annual members' meeting shall be held at such location as shall be designated in the Notice of Meeting at 7:30 P.M. o'clock, during the second week of each January of each year, for the purpose of electing directors and transacting any other business authorized to be transacted by the members.

B. Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third (1/3) of the votes of the entire membership.

C. Notice of all members' meetings stating the time and place and the object for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing to each member at his or her address as it appears on the books of the Association and shall be mailed not less than ten (10) days not more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice.

D. A quorum at members' meetings shall consist of persons entitled to cast 30% of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Articles of Incorporation or these By-Laws.

E. Voting

1. In any meeting of members, the owners of duplex apartments shall be entitled to cast one vote as the owner of a duplex apartment unless the decision to be made is elsewhere required to be determined in another manner.

2. If a duplex apartment is owned by one person, his right to vote shall be established by the record title to his duplex apartment. If any duplex apartment is owned by more than one person or is under lease, the person entitled to cast the vote for the duplex apartment shall be designated by a certificate signed by all of the record owners of the duplex apartment and filed with the Secretary of the Association. If a duplex apartment is owned by a corporation, the person entitled to cast the vote for the duplex apartment shall be designated by a certificate signed by the President or Vice-President of the Corporation and attested by the Secretary or Assistant Secretary of the Corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until revoked or until a change in the ownership of the duplex

apartment concerned. A certificate designating the person entitled to cast the vote of a duplex apartment may be revoked by any owner of a duplex apartment. If such certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

F. Proxies. Members may not vote by general proxy, but may vote by limited proxy. Limited proxies and general proxies may be used to establish a quorum. Limited proxies may also be used for votes taken to amend the Articles of Incorporation or By-Laws or for any matter that requires or permits a vote of the members. Any proxy shall be effective only for the specific meeting for which it was originally given and any lawfully adjourned meetings thereof. A proxy is revocable at any time at the pleasure of the member who executes it. A proxy must be filed with the Secretary of the Association at or before the appointed time of the meeting in order to be effective.

G. Adjourned Meetings. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. Notice of any adjournment must be given to all members of the new, date, time or place pursuant to Article III, E., below.

H. The Order of Business at annual members' meetings, and as far as practical at other members' meetings, shall be:

1. Calling of the roll and certifying of Proxies
2. Proof of notice of meeting or waiver of notices
3. Reading and disposal of any unapproved minutes
4. Reports of officers
5. Reports of committees
6. Election of inspectors of elections
7. Election of directors
8. Unfinished business
9. New business
10. Adjournment.

I. Minutes of Meetings. The minutes of all meetings of members and of the Board of Directors shall be kept in written form or in another form that can be converted into written form and shall be available for inspection by members, or their authorized representatives, and board members, at any reasonable time. These individuals shall have the right to make written notations from the minutes, and to receive photocopies thereof at the cost of the member concerned. The Board of Directors shall establish such cost. The Association shall retain these minutes for at least seven (7) years. A vote or abstention from voting on each matter voted upon by each director present at a board meeting must be recorded in the minutes.

ARTICLE III
DIRECTORS

A. Membership. The affairs of the Association shall be managed by a board of not less than three (3) nor more than nine (9) directors.

B. Election of Directors shall be conducted in the following manner:

1. Election of Directors shall be held at the annual meeting.

2. A nominating committee of five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one person for each director then serving. Other nominations may be made from the floor at a meeting where the election is to be held. Any member may nominate themselves as a candidate for the board at the meeting where the election is to be held.

3. For election of Directors to the Board of Directors, owners shall only vote in person at a meeting of the members or by a ballot that the owners personally cast. Board of Directors shall be elected by a plurality of the votes cast by eligible voters:

4. Vacancies of the Board. Except as to vacancies created by removal of Directors by members, vacancies on the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors for the remainder of the vacating Director's term. If the Association fails to fill vacancies on the Board of Directors sufficient to constitute a quorum in accordance with these By-Laws, any duplex Owner may apply to the Circuit Court that has jurisdiction over the community served by the Association for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days before applying to the Circuit Court, the duplex owner shall mail to the Association and post, in a conspicuous place on the property of the community served by the Association, a notice describing the intended action, giving the Association the opportunity to fill the vacancies. If during such time the Association fails to fill the vacancies, the duplex Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs, and attorney's fees. The receiver shall have all powers and duties of a duly constituted board of directors and shall serve until the Association fills vacancies on the Board sufficient to constitute a quorum.

5. Any Director may be removed by concurrence of two-thirds (2/3) of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the

Board of Directors so created shall be filed by the members of the Association at the same meeting.

C. The term of each director's services shall be the calendar year following his election and subsequently until his successor is duly elected and qualified or until he or she is removed in the manner elsewhere provided.

D. The organization meeting of a newly elected Board of Directors shall be held immediately following their election at which time officers of the Association shall be elected.

E. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Meetings of the Board of Directors shall be open to all owners. No member, however, shall be entitled to participate in the meetings unless specifically invited to do so, and in the manner set forth by the Board. A meeting of the board of directors of the Association occurs whenever a quorum of the board gathers to conduct association business. All meetings of the board must be open to all members except for meetings between the board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Notices of all board meetings must be posted in a conspicuous place in the community at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the community, notice of each board meeting must be mailed or delivered to each member at least 7 days before the meeting, except in an emergency. An assessment may not be levied at a board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Directors may not vote by proxy or by secret ballot at board meetings, except that secret ballots may be used in the election of officers. This provision also applies to the meetings of any committee or other similar body, including any body vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a member of the community.

F. Special meetings of the Directors may be called by the President or may be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or facsimile, which notice shall state the time, place and purpose of the meeting.

G. Waiver of notice. Any Director may wave notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

H. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Articles of Incorporation, or these By-Laws.

I. Adjourned meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting.

J. The presiding officer of Directors' meetings shall be the President of the Board; and if unavailable, the Vice-President shall preside. In the absence of the presiding officer, the Directors shall designate one of their number to preside.

K. The order of business at Directors' meetings shall be:

1. Calling of roll
2. Proof of due notice of meeting
3. Reading and disposal of any unapproved minutes
4. Reports of officers and committees
5. Election of officers
6. Unfinished business
7. New business
8. Adjournment.

L. Directors' fees. There shall be no officers or directors' fees.

ARTICLE IV

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

A. All of the powers and duties of the Association existing under the Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by owners where such approval is specifically required.

B. The Board of Directors of Channing Villas Homeowners Assoc., Inc. shall have the authority to enact, adopt, make, amend, modify and to enforce reasonable Rules and Regulations governing the conduct, use, and enjoyment of all properties within the area covered by the Protective Restrictions and the Common Elements.

C. The Board's powers to enforce the Rules and Regulations shall include but not be limited to imposition of reasonable fines

which shall constitute a lien on the Unit and suspension of an Owner's right to use the Common Areas and Facilities.

ARTICLE V
OFFICERS

A. The executive officers of the Association shall be a President, who shall be a director, a Vice-President, who shall be a director, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Directors at any meeting. The Board of Directors, from time to time, shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

B. The President shall be the chief executive officer of the Association. He or she shall have all of the powers and duties usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members of the association from time to time, as he or she, in his or her discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

C. The Vice-President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

D. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He or she shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He or she shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He or she shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Directors or the President.

E. The Treasurer shall have the custody of all property of the Association, including funds, securities and evidence of indebtedness. He or she shall keep the books of the Association in accordance with good accounting practices; and he or she shall perform all other duties incident to the office of Treasurer.

F. The compensation of all employees and agents of the Association shall be fixed by the Directors.

ARTICLE VI
FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Articles of Incorporation shall be supplemented by the

following provisions:

A. Accounts. The receipts and expenditures of the Association shall be created and charged to accounts under the following classification as shall be appropriate, all of which expenditures shall be common expenses:

1. Current expenses, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or the operations. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

2. Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

3. Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

4. Betterments. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be a part of the recreational facility.

B. Budget. The Board of Directors shall prepare and adopt an annual budget for each calendar year. The budget must include the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The Budget shall also include the estimated funds required to defray the assessments and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

1. Current expenses

2. Reserve for deferred maintenance

3. Reserve for replacement

4. Betterments, which shall include the funds to be used for capital expenditures for additional improvements to the common property, provided, however, that in the expenditure of this fund, no sum in excess of \$2,500.00 shall be expended for a single item or for a single purpose without approval of the members of the Association.

5. Operation, the amount of which may be to provide a working fund or to meet losses.

6. The Association shall provide each member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member. The copy shall be provided to the member within ten (10) business days after any such request.

C. Financial Reporting. The Association shall prepare an annual financial report within sixty (60) days after the close of the fiscal year. The Association shall, within ten (10) business days, provide each member with a copy of the annual financial report or written notice that a copy of the financial report is available upon request at no charge to the member. The financial report must consist of either:

1. Financial statements presented in conformity with generally accepted accounting principles; or

2. A financial report of actual receipts and expenditures, cash basis, which report must show:

a. The amount of receipts and expenditures by classification; and

b. The beginning and ending cash balances of the association.

D. Assessments. Assessments against the owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 31, preceding the year for which the assessments are made. Such assessments shall be due in quarterly installments on the first day of each quarter of the calendar year for which the assessments are made. (January, April, July and October of each year). If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and quarterly installments of such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and quarterly assessments may be amended at any time by the Board of Directors where the Board determines that the estimated Association's expenses must be adjusted to meet the actual Association's expenses. Assessments for repair and maintenance of the limited common property shall be made as funds are expended or liability therefore is incurred by the Association. Notice of any meeting in which assessments are established or increased shall specifically contain a statement to that effect and give the nature of any such proposed assessment. Notice of such meeting shall be made by posting or mailing pursuant to Article III, Paragraph E of these By-Laws. Notwithstanding any provision to the contrary, any quarterly assessment that is not paid in full within thirty (30) days after it is due shall result in the assessment of a late fee of \$25.00 per quarter.

E. Acceleration of assessment installments upon default. If a duplex owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment for that calendar year upon notice to the duplex owner, and the then unpaid balance of the assessment shall be due upon the date stated in the notice, but not less than ten (10) days after delivery or mailing of the notice to the duplex owner. Delinquent assessments that are not paid within ten (10) days after delivery or mailing of notice may be filed as a lien against the delinquent unit under and according to the applicable laws of the State of Florida and as provided in the Association's governing documents.

F. Assessments for emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such expenditures is given to the duplex apartment owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the vote of the duplex apartment owners concerned, the assessment shall become effective and shall be due after thirty (30) days notice in such manner as the Board of Directors of the Association may require in the Notice of Assessment.

G. The depository of the Association shall be such bank or banks and/or such savings and loan association as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

H. Audit. At the Annual Meeting of the Association, the members present shall determine by a majority vote whether an audit of the accounts of the Association for the year shall be made by a Certified Public Accountant, a Public Accountant, or by an auditing committee consisting of not less than three (3) members of the Association, none of which shall be Board members. The cost of the audit shall be paid by the Association.

I. Fidelity Bonds shall be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for the Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total of two monthly assessments against members for common expenses. The premiums of such bonds shall be paid by the Association.

ARTICLE VII PARLIAMENTARY RULES

These By-Laws may be amended in the following manner:

A. These By-Laws may be amended at any general or special meeting of the members of the Association.

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

C. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approval must be by:

1. At least fifty percent (50%) of the entire membership of the Association.

D. Proviso. Provided, however, that no amendment shall discriminate against any duplex apartment owner nor against any duplex apartment unit or class or group of duplex apartment units unless the duplex apartment owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation.

E. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the By-Laws, which certificate shall be executed by the President or Vice-President of the Association and attested by the Secretary of the Association with the formalities of the execution of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

The foregoing were adopted as the By-Laws of CHANNING VILLAS HOMEOWNERS ASSOC., INC., a Corporation not for profit under the laws of the State of Florida, at the meeting of the Board of Directors held on the 30th day of January, 1996.


GLYNN HUGHES, PRESIDENT


VIRGINIA DITMAN, SECRETARY

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RULES AND REGULATIONS
OF
CHANNING VILLAS HOMEOWNERS ASSOCIATION, INC.

A CORPORATION NOT FOR PROFIT UNDER THE LAWS OF THE STATE OF FLORIDA

THE FOLLOWING RULES AND REGULATIONS HAVE BEEN PREPARED AND ADOPTED BY THE BOARD OF DIRECTORS OF CHANNING VILLAS HOMEOWNERS ASSOCIATION, INC. PURSUANT TO THE AMENDED DECLARATION OF FACILITIES, CONTINUOUS EASEMENTS AND RESTRICTIVE COVENANTS (PAGE 3, PARAGRAPH B) AND THE DECLARATION OF RESTRICTIONS OF CHANNING VILLAS OF WELLINGTON.

~ ASSESSMENTS

Regular quarterly assessments are due January 1st, April 1st, July 1st, and October 1st. A late fee of \$25.00 per quarter will be charged thirty (30) days after the due date, in accordance with our By-Laws.

After sixty (60) days the past due account, including late fees, will be turned over to an attorney to initiate collection procedures which may include a lien or judgment against the unit owner by the Association.

Delinquent payments of any two (2) consecutive quarterly assessments will result in the suspension of the unit's participation in the Association's bulk cable services.

Unit owners are not exonerated from paying maintenance fees due to situations which are beyond the control of the Association, such as FPL, AT&T (Southern Bell), cable, sprinkler system failures, landscaping problems, etc.

~ COMMUNITY STANDARDS

All units shall be maintained in a manner which will uphold the aesthetic appearance of our community. All restrictions and covenants will be strictly adhered to, and will be subject for assessments for violations when necessary.

Stucco, driveways, roofs and mailboxes must be kept free of mold, mildew and other discolorations. Missing and loose cedar shakes must be replaced: mailboxes must be in an upright position. Trees, shrubs, and other ornamental landscaping must be kept weeded and trimmed to present a well groomed appearance and shall not be allowed to infringe on another's property.

Bicycles, toys, barbecue grills, or other apparatus may not be left out on the front lawns, swales or in the area by the front door. It is the responsibility of each occupant to assure that newspapers, flyers etc. are not left in the driveways, swales or on the lawns.

Trash cans, trash bags, and recycling bins must be kept in the garage, or out of view along alongside of the unit. Trash cans and recycling bins must be brought in no later than the evening of a collection day.

Additions or enclosures to the existing structure and structural outdoor improvements such as hurricane shutters, new roofs, driveway additions, fencing, pools, Jacuzzis will be required to pay the Association, contingent upon approval from First Wellington, Inc or its successors. All unit owners who are approved for pools or Jacuzzis will be required to pay the Association a \$2000.00 refundable deposit when approval

is granted. The deposit will be refunded when construction is completed, provide there has been no damage to Association property for which the Association has incurred costs to correct.

No signs of any kind shall be erected or posted on the lawns or in the common areas.

Garage doors, trim and stucco must be the same color on adjoining units. Association approval is required before painting the original color, and also for color changes to stucco or trim.

Excessive noise or other disturbances after 11:00 p.m., speeding, loud mufflers, blaring car or home sound systems, and causing other general nuisances to the residents of Channing Villas is not permitted.

~Miscellaneous

1. Unit owners will be held responsible for damages and neglect to Channing Villas property for any and all actions caused by their guests, tenants or service people. The Association will assess the unit owner in order to reimburse the Association for any costs incurred by the Association.
2. The common area of the Channing Villas" Tract A", located at the northeast corner of the development, shall not be encroached upon by any unit owner's guests, tenants, service people or any other person or Organization, without the permission of the Board of Directors " Tract B" is also included and understood to be a part of this regulation.
3. Unit owners may tape record or video record meetings of the Board of Directors provided they absorb all costs, and do not create any disturbance or distraction at the meeting.
4. Unit owners shall refrain from contacting Board of Directors regarding amenities or violations, but should direct their problems to the following:

Street lighting --- FPL

Telephone services -- Southern Bell

Cable services--Comcast Cable or its successors

Landscaping --Management

Sprinkler System --Management

Violations __ Management

5. The Association will not be responsible for the costs for any sprinkler system repairs if the call-out for service to the irrigation company was not from management.
6. Management will accept only written notices regarding violations; telephone calls are unacceptable.
7. The trim of the Villas will be painted every four years, unless otherwise determined by the Board of Directors.

~ PARKING

1. Parking on/over sidewalks and lawns is not permitted at any time.
2. Repeated, continual, or extended parking on the swales is not permitted.
3. Costs incurred by the Association to correct damages caused to lawns, swales, sprinkler systems, etc. from parking violations will be assessed to the unit owner in order to reimburse the Association.

~ PETS

1. Owners and tenants are allowed two pets per unit.
2. Pets are not allowed outside unattended, and must be on a leash at all times, unless said pets are out in a backyard which has been completely enclosed by a fence.
3. Pets should be refrained from urinating and defecating on another unit owners' property. Pet owners are responsible for picking up their pets' droppings from the swales, common areas, sidewalks, roads and their own front lawns.
4. Pet owners are also responsible for assuring that their pets do not disturb other residents by barking, whining, running loose, etc.
5. No animals shall be bred, raised or kept for any commercial purposes.

~ RENTAL UNITS

1. No duplex unit shall be leased or rented without the prior written approval of the Association. The unit owner or their agent is required to submit applications, supplied by the Association, together with a copy of the lease. The Board of Directors shall have the right to require a substantially uniform lease be used for all tenants. Said documents shall be submitted to the Association's designated agent together with a non-refundable processing fee of \$100.00 from the prospective tenants. Unit owners are responsible for providing a copy of the Rules and Regulations to prospective tenants before the application is submitted to the Association.
2. Approval shall be made by a committee of not less than two (2) Board Members will review the documents and interview the prospective tenants. Upon approval, the owner is required to pay a \$250.00 security deposit to the Association, before the tenants occupy the unit. The security deposit will be refunded to the unit owner within (60) sixty days after one year from the beginning date of the lease, provided there has been no damage to Association property and provided the unit owner owes no assessments to the Association. The Association may reduce the amount of refund accordingly for either occurrence.
3. No unit shall be leased for less than six months. Said months must be consecutive, and units may not be leased more than once during any twelve month consecutive period. Subletting or assignment of any lease is not permitted.
4. Units may be rented to only one family, and is limited to members of the immediate family only. Multiple groups or persons not related by family are not permitted. Occupancy shall be confirmed to a single family unit.
5. If the unit owner becomes delinquent in their assessments, the Board of Directors shall require the lessee to make their lease payments payable to the Association.

6. The Board also reserves the right to require the tenants to vacate the unit and Channing Villas if the tenants do not adhere to the Association's existing covenants, By-Laws, or Rules and regulations. If said arises, the tenants shall have no more than month to vacate the premises, after proper legal notice has been served to the tenants and the homeowner.

~ ROOFS

Existing cedar shake roofs must be replaced with asphalt shingles.
The current approved asphalt shingles is ELK Prestige Weathered wood

~ SALE OF UNITS.

No "FOR SALE" sign may be posted or erected on the lawn of the unit, or in the common areas.

Unit owners or their agent are responsible to provide a copy of the Association documents, including the By-Laws and the Rules and Regulation to any prospective buyers before closing.

Prior to sale of any unit, the prospective buyer must submit a completed information form to the Association's designated agent. The Board member will meet with the prospective buyers to answer any questions they may, and to welcome them into our community.

~ SWALES

Repeated, continual or extended parking on the swales is not permitted.
Planting of trees and shrubs in the swales is not permitted.

~ VEHICLES

1. Passenger pickup trucks are permitted, but must be parked in the garage at all times. All vehicles whose dimensions exceed the length, height, and/or width of the garage are not permitted.
2. No commercial vehicles, recreation vehicles, motor homes or buses are allowed at any time, except for temporary and mitigating circumstances, and with the express permission of management or the Board.
3. Services vehicles are allowed to park on a temporary basis while they are servicing a unit, and may not be parked overnight.
4. Sports utility vehicles, vans, and cars are not allowed to display signs or carry ladders and/or other construction equipment.

~ Violations

1. The homeowners or occupant of a unit shall receive a violation letter or other warning from the Board of Directors or its designated agent for not adhering to the Association's existing covenants, By-Laws, or Rules and regulations. After due process and notice, the Association shall have the option of pursuing all or some of the following reminders.

A. Impose a fine of \$50.00 per day, per violation; or

- B. An action at law to recover damages on behalf of the Association or on behalf of the unit owners; or
- C. An action in court to reinforce performance on the part of the unit owner; or
- D. An action in court for such relief as may be necessary under the circumstances, including injunctive Relief; or
- E. Any remedies pursuant to the Association's documents, which could include court costs and attorney Fees; or
- F. Suspension of amenities.

2. In the event a violation should continue after due notice of at least fourteenth (14) days, a hearing to impose a fine shall be held before a committee of not less than three (3) unit owners of the Association. A fine must be approved by a majority vote of the committee. A fine shall be treated as an assessment, subject to the provisions of the collection process, as stated in the Rules and Regulations, Page 1, item B2 and B3.

APPROVED BY THE BOARD OF DIRECTORS OF CHANNING VILLAS HOMEOWNERS ASSOCIATION, INC. ON JULY 22, 1998, TO BECOME EFFECTIVE IMMEDIATELY.

CHANNING VILLAS HOMEOWNERS ASSOCIATION, INC.

By: William P. Kane

William P. Kane, As President

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CHANNING VILLAS HOMEOWNERS ASSOC., INC.
c/o JDM Property Managers
11198 Polo Club Rd
Wellington, FL 33414



NOTICE OF RULES AND REGULATIONS CHANGE

December 19, 2016

KATHLEEN JO WICKLES
11946 SUELLEN CIR.
WELLINGTON FL 33414

Re: Channing Villas Homeowners Association, Inc.
Amended Rules and Regulations

Dear KATHLEEN JO WICKLES

The Board of Directors has amended the Rules and Regulations for your community. Please see the enclosure.

If you have any questions, please email Terri at terri@jdmpm.com or call 561-249-1477. Please note, if you wish to contact me directly you may call my JDM cell phone. That number is: 561-701-5762.

Sincerely, Terri Streng

Terri Streng, LCAM

For the Board of Directors
Terri Streng, AMS, CMCA, LCAM
JDM Property Managers, LLC

11198 Polo Club Rd, Wellington FL 33414, Phone 561-249-1477, FX 561-822-3931

CHANNING VILLAS HOMEOWNERS ASSOC., INC.

AMENDMENT TO RULES AND REGULATIONS

Adopted October 24, 2016

The following Rule 7 shall replace Rule 7 of the Miscellaneous rules and regulations as set out in the Rules and Regulations of Channing Villas Homeowners Association, Inc. [sic], adopted by the Board of Directors of Channing Villas Homeowners Assoc., Inc. on July 22, 1998.

7. The Association is responsible for pressure cleaning, sealing cracks one-sixteenth of an inch ($\frac{1}{16}$ ") or smaller, and painting the wood trim of the Villas every four years, or as otherwise determined by the Board of Directors. All other maintenance, repair, or replacement of the wood trim is the responsibility of the owner.

The following Rule 4 shall be added to the end of the PARKING rules and regulations as set out in the Rules and Regulations of Channing Villas Homeowners Association, Inc. [sic], adopted by the Board of Directors of Channing Villas Homeowners Assoc., Inc. on July 22, 1998.

4. Parking on a single car width driveway shall be limited to two (2) vehicles parked one behind the other; no side-by-side vehicle parking is permitted on a single car width driveway. Parking on a double car width driveway shall be limited to four (4) vehicles parked in two side-by-side rows; side-by-side parking is only permitted on a double car width driveway.

The following rules and regulations shall replace the RENTAL UNITS rules and regulations as set out in the Rules and Regulations of Channing Villas Homeowners Association, Inc. [sic], adopted by the Board of Directors of Channing Villas Homeowners Assoc., Inc. on July 22, 1998.

~ RENTAL OF UNITS

1. No unit shall be leased or rented without the prior written approval of the Association. At least thirty (30) days prior to the desired date of occupancy, the owner or the owner's agent is required to submit a properly completed application, as supplied by the Association, which application must provide the legal name(s) of all proposed tenant(s) and occupant(s) who will be residing within the unit and such proposed tenant(s) and occupant(s) current address(es) and telephone number(s). The application shall be submitted to the Association together with (i) a copy of the proposed lease agreement, which includes all terms thereof; (ii) a copy of valid governmental identification for each proposed tenant and occupant over the age of eighteen (18) years old, and (iii) a non-refundable fee of \$100.00 per proposed tenant and occupant, or such other amount as

may be required by the Board, to be use for the purposes of lease application processing, including but not limited to background checks.

2. Each lease agreement shall be in writing. The Board may require a substantially uniform lease be used for all tenants. Owners are responsible for providing a copy of the Rules and Regulations to prospective tenants prior to occupancy of the owner's unit. Each lease agreement shall specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be each tenant's full compliance with the covenants, terms, conditions and restrictions of the applicable Declaration of Restrictions, as may be amended from time to time, and with any and all rules and regulations adopted by the Association, from time to time, and that the Association shall have the right, but not the obligation, to terminate such lease agreement upon any violation thereof by the tenant(s) and to evict/eject such tenant(s) and seek all such other legal remedy as may be available to the Association. In the event a lease agreement does not contain such language, all lease agreements entered into after the effective date of this Amendment to Rules and Regulations shall be deemed to include such language as if specifically included therein and shall take priority over all other provisions set out therein. Additionally, all attorneys' fees, costs and expenses, including appeals, associated with such ejectment/eviction and/or action for other legal remedy as may be available to the Association shall be assessable against the unit. If such assessment is not paid within thirty (30) days after the Association's demand for such payment, such amounts shall be collectible by the Association in any lawful manner not limited to a manner similar to any other assessment due, and to the extent permitted by law, not limited to the filing of an assessment lien and subsequent foreclosure, for failure to satisfy such obligation.

3. No unit shall be lease during the twelve (12) consecutive months after the sale or other conveyance of a unit to an owner. No owner may lease his/her unit if such owner is delinquent in the payment of any monetary obligation to the Association. No owner may lease his/her unit where such owner is in violation of the covenants, terms, conditions, and restrictions of the applicable Declaration of Restrictions, as may be amended from time to time, or with any rules and regulations adopted by the Association, from time to time, at the time such owner desires to lease his/her unit.

4. No unit shall be leased for a period of less than six (6) consecutive months. Units may not be leased more than once during any consecutive twelve (12) month period. Subletting or assignment of any lease is not permitted.

5. Units may be rented to one family or to multiple persons not related by family (e.g., roommates). Units may only be leased under a single lease agreement; for example purposes only, roommates cannot have separate lease agreements with the owner and must be under a single lease agreement with the owner.

6. Occupancy shall be as follows, unless otherwise required by law: (i) no more than four (4) individuals to a two (2) bedroom unit; (ii) no more than six (6) individuals to a three (3) bedroom unit.

7. Within thirty (30) days of receipt of a properly completed application and all documents and fees related thereto, the Association must either approve or disapprove the proposed lease agreement in writing to the owner and the proposed tenant(s). If the Association does not take action or disapprove the lease application within thirty (30) days, the lease application shall be deemed approved. The lease application shall be reviewed by a committee of not less than two (2) Board members. The Board, in its sole discretion, may personally interview any intended tenant(s) at a date, time and place agreeable by the Board or may personally interview any intended tenant(s) via telephone, videophone or other real-time communication method.

8. Upon approval, the owner must provide the Association with a copy of the full executed lease agreement, together with the "Security Deposit" (as such term is hereinafter defined). At such time, the owner shall additionally provide the Association with the address to the owner's residence and the owner's telephone number.

9. An owner wishing to lease his/her unit or the intended tenant(s) shall be required to place in escrow with the Association a reasonable sum, not to exceed the equivalent of one month's rental (the "Security Deposit"), which may be used by the Association to repair any damage to the Association's property and/or the Association's common areas resulting from acts or omissions of tenant(s), as determined in the sole discretion of the Board. Payment of interest, claims against the Security Deposit, refunds and disputes regarding the disposition of the Security Deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes, as amended from time to time.

10. The owner shall be jointly and severally liable with the tenant(s) to the Association for any amount which is required by the Association to repair any damage to the Association's property and/or the Association's common areas resulting from acts or omissions of tenant(s), as determined in the sole discretion of the Board, and to pay any claim for injury or damage to property caused by the negligence of the tenant(s). All costs and expenses incurred by the Association in repairing such damage, including without limitation, attorneys' fees, costs and expenses, including appeals, shall be assessable against the unit. If such assessment is not paid within thirty (30) days after the Association's demand for such payment, ~~such amounts shall be collectible by the~~ Association in any lawful manner not limited to a manner similar to any other assessment due, and to the extent permitted by law, not limited to the filing of an assessment lien and subsequent foreclosure, for failure to satisfy such obligation.

11. If the Association disapproves the proposed lease agreement, the lease agreement shall not be made. The Association shall have the right, without limitation of other lawful remedy, to evict and/or eject the unapproved occupant(s) on behalf of the owner who fails to comply with these rules and regulations regarding the rental of units. All attorneys' fees, costs and expenses, including appeals, associated with such eviction and/or ejectment shall be assessable against the owner's unit. If such assessment is not paid within thirty (30) days after the Association's demand for such payment, to the extent permitted by law and without limitation, such amounts shall be collectible by the

Association in a manner similar to any other assessment due, followed by the filing of an assessment lien and subsequent foreclosure, for failure to satisfy such obligation.

12. The Association may conduct a background check on all intended tenant(s). Intended tenant(s) found to have one (1) of the following may be disapproved:

a. Having falsified any information contained within the lease application provided to the Association, or having failed to complete the lease application provided to the Association;

b. Having a guilty plea or conviction of a crime of moral turpitude, such as and by way of example and not limitation, a felony involving violence to persons or property or a felony demonstrating extreme dishonesty;

c. Having a history of being a "bad tenant", including by way of example and not limitation, a prior eviction/ejectment or a failure to abide by the governing documents of a prior community association or of the Association.

13. In the event an owner whose unit is leased becomes delinquent in the payment of any monetary obligation to the Association, the Association may, without limitation of other lawful remedies, make written demand to such owner and the owner's tenant(s) for payment of rent to be payable and sent to the Association in accordance with the relevant provisions of Chapter 720, Florida Statutes, as may be amended from time to time.

14. Guests shall be those individuals who are not owners or tenants and occupy a unit for a period of less than thirty (30) days cumulatively in a calendar year. Guests residing in a unit for a period greater than thirty (30) days cumulatively will be deemed holdover occupants of said unit and therefore, prior to the expiration of such initial thirty (30) cumulative day period when such person was considered a guest, must meet the requirements of these rules and regulations regarding rental of units.

15. The requirement to obtain the prior written approval of the Association in order to lease a unit shall be effective and enforceable against all renewals of lease agreements existing as of the date this Amendment to Rules and Regulations is adopted by the Board and against all lease agreements entered into after the date this Amendment to Rules and Regulations is adopted by the Board. All other rules and regulations set forth herein shall be effective and enforceable upon adoption of this Amendment to Rules and Regulations by the Board.

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Call Box 110

This document was prepared by
and should be returned to:
Robert B. Burr, Esq.
St. John, Core & Lemme, P.A.
1601 Forum Place, Suite 701
West Palm Beach, Florida 33401

CFN 20070119379
OR BK 21500 PG 1362
RECORDED 03/09/2007 15:50:23
Palm Beach County, Florida
Sharon R. Book, CLERK & COMPTROLLER
Pgs 1362 - 1366; (5pgs)

**NOTICE REGARDING MARKETABLE RECORD TITLE ACT
FOR THE CHANNING VILLAS HOMEOWNERS ASSOCIATION, INC.**

THIS NOTICE REGARDING MARKETABLE RECORD TITLE ACT FOR THE CHANNING VILLAS HOMEOWNERS ASSOCIATION, INC. is made this 16 day of November, 2006, by the President and Secretary of the CHANNING VILLAS HOMEOWNERS ASSOCIATION, INC. ("Association"). The post office address for the Association is c/o A&G Management, PMB 221, 11924 Forest Hill Boulevard, #22, West Palm Beach, FL 33414.

WITNESSETH:

1. This Notice Regarding the Marketable Record Title Act is recorded by the Association pursuant to Chapter 712, Fla. Stat.

2. The Association is subject to the following governing documents and covenants and restrictions (hereinafter collectively "governing documents and covenants and restrictions"):

(A) Plat of Channing Villas of Wellington, P.U.D., recorded at Plat Book 37, Page 182, Public Records of Palm Beach County, Florida;

(B) Declaration of Restrictions for Channing Villas of Wellington, recorded at Official Records Book 3105, Page 671, Public Records of Palm Beach County, Florida;

(C) Declaration of Party Facilities, Contiguous Easements and Restrictive Covenants, recorded at Official Records Book 3121, Page 1652, Public Records of Palm Beach County, Florida;

(D) Amendment Declaration of Party Facilities, Contiguous Easements and Restrictive Covenants, recorded at Official Records Book 3193, Page 566, Public Records of Palm Beach County, Florida;

(E) First Amendment of Declaration of Restrictions of Channing Villas of Wellington, recorded at Official Records Book 6732, Page 204, Public Records of Palm Beach County, Florida.

(F) Second Amendment to Declaration of Restrictions of Channing Villas of Wellington, recorded at Official Records Book 6780, Page 1609, Public Records of Palm Beach County, Florida.

(G) Certificate of Amendment to the Bylaws of Channing Villas Homeowners Association, Inc., recorded at Official Records Book 9133, Page 1100, Public Records of Palm Beach County, Florida.

(H) Plat of Channing Villas of Wellington, P.U.D. – Phase II, recorded at Plat Book 38, Page 145, Public Records of Palm Beach County, Florida;

(I) Declaration of Restrictions for Channing Villas of Wellington – Phase II, recorded at Official Records Book 3212, Page 1543, Public Records of Palm Beach County, Florida;

(J) First Amendment of Declaration of Restrictions of Channing Villas of Wellington – Phase II, recorded at Official Records Book 6732, Page 207, Public Records of Palm Beach County, Florida.

(K) Second Amendment to Declaration of Restrictions of Channing Villas of Wellington – Phase II, recorded at Official Records Book 6780, Page 1612, Public Records of Palm Beach County, Florida.

3. The legal description of the land affected by this Notice is as follows:

Channing Villas of Wellington, P.U.D., according to the Plat recorded at Plat Book 37, Page 162, Public Records of Palm Beach County, Florida

Channing Villas of Wellington, P.U.D. – Phase II, according to the Plat recorded at Plat Book 38, Page 145, Public Records of Palm Beach County, Florida

NOW, THEREFORE, the President and Secretary of the Association hereby certify that:

4. The above referenced governing documents and covenants and restrictions shall be preserved and protected from extinguishment by operation of Chapter 712, of the Florida Statutes which is the marketable record title act. The above referenced governing documents and covenants and restrictions as may be amended from time to time, currently burdening the property of each and every member of the Association, retain their status as the source of marketable title with regard to the transfer of a member's residence.

5. The preservation of the above referenced governing documents and covenants and restrictions has been duly approved at a meeting by at least two-thirds(2/3) of the Board of Directors at a meeting duly noticed and conducted in accordance with the requirements of Chapter 712, Fla. Stat. and the governing documents of the Association.

6. Attached hereto and incorporated herein as **Exhibit "A"** is an Affidavit for Notice Regarding Marketable Record Title Act which attests to the required notice being given to the Association Members in accordance with Chapter 712, Fla. Stat.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 16TH day of NOVEMBER, 2006.

Maria C. Wernisch
Witnesses (as to both)
Maria C. Wernisch
Printed Name

CHANNING VILLAS HOMEOWNERS
ASSOCIATION, INC

By: Peter Carlucci
Peter Carlucci, Association President

Ron Tortora
Witnesses (as to both)
Ron Tortora
Printed Name

Attest: Neil Stidham
Association Secretary
Neil Stidham
Printed Name

STATE OF FLORIDA)
) ss
COUNTY OF PALM BEACH)

The foregoing Notice Regarding Marketable Record Title Act was acknowledged before me this 16TH day of November 2006, by Peter Carlucci, as President, and Neil Stidham, as Secretary, of the Channing Villas Homeowners Association, Inc., on behalf of said Corporation. The signatories are personally known to me or they have produced _____ as identification.

WITNESS my signature and official seal at WEAVERINGTON, in the County of PALM BEACH, State of Florida, the date and year last aforesaid.

NOTARY PUBLIC, State of Florida at Large
My Commission Expires: 5/24/09



GEORGE J. PALERMO
MY COMMISSION # DD 417457
EXPIRES: May 26, 2009
Bonded Thru Budget Notary Services

Exhibit "A"

**AFFIDAVIT FOR NOTICE REGARDING MARKETABLE RECORD TITLE ACT
FOR THE CHANNING VILLAS HOMEOWNERS ASSOCIATION, INC.**

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

BEFORE ME, the undersigned authority, personally appeared, PETER CARLUCCI, who states:

1. He is a member of the Board of Directors of the CHANNING VILLAS HOMEOWNERS ASSOCIATION, INC. ("Association") and is the President of the Association.

2. The Association as required by Chapter 712 of the Florida Statutes, caused a statement of marketable record title in substantially the following form to be mailed or delivered to the lot owner members of the Association not less than seven(7) days prior to the meeting of the Board of Directors to approve the preservation of the governing documents, covenants and restrictions:

"STATEMENT OF MARKETABLE TITLE ACTION

The Channing Villas Homeowners Association, Inc. (the "Association") has taken action to ensure that the following governing documents, covenants and restrictions:

(A) Plat of Channing Villas of Wellington, P.U.D., recorded at Plat Book 37, Page 162, Public Records of Palm Beach County, Florida;

(B) Declaration of Restrictions for Channing Villas of Wellington, recorded at Official Records Book 3105, Page 671, Public Records of Palm Beach County, Florida;

(C) Declaration of Party Facilities, Contiguous Easements and Restrictive Covenants, recorded at Official Records Book 3121, Page 1652, Public Records of Palm Beach County, Florida;

(D) Amendment Declaration of Party Facilities, Contiguous Easements and Restrictive Covenants, recorded at Official Records Book 3193, Page 566, Public Records of Palm Beach County, Florida;

(E) First Amendment of Declaration of Restrictions of Channing Villas of Wellington, recorded at Official Records Book 6732, Page 204, Public Records of Palm Beach County, Florida.

(F) Second Amendment to Declaration of Restrictions of Channing Villas of Wellington, recorded at Official Records Book 6780, Page 1609, Public Records of Palm Beach County, Florida.

(G) Certificate of Amendment to the Bylaws of Channing Villas Homeowners Association, Inc., recorded at Official Records Book 9133, Page 1100, Public Records of Palm Beach County, Florida.

(H) Plat of Channing Villas of Wellington, P.U.D. – Phase II, recorded at Plat Book 38, Page 145, Public Records of Palm Beach County, Florida;

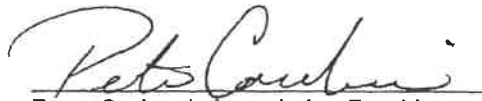
(I) Declaration of Restrictions for Channing Villas of Wellington – Phase II, recorded at Official Records Book 3212, Page 1543, Public Records of Palm Beach County, Florida;

(J) First Amendment of Declaration of Restrictions of Channing Villas of Wellington – Phase II, recorded at Official Records Book 6732, Page 207, Public Records of Palm Beach County, Florida.

(K) Second Amendment to Declaration of Restrictions of Channing Villas of Wellington – Phase II, recorded at Official Records Book 6780, Page 1612, Public Records of Palm Beach County, Florida.

as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the public records of Palm Beach County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association."

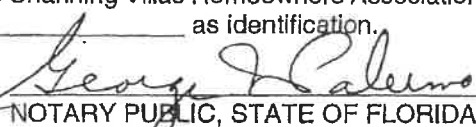
Executed this 16 day of November, 2006.


Peter Carlucci, Association President

SWORN TO and SUBSCRIBED before me this 17TH day of NOVEMBER, 2006, by Peter Carlucci, as President of the Channing Villas Homeowners Association, Inc. He is personally known to me or produced _____ as identification.



GEORGE J. PALERMO
MY COMMISSION # DD 417457
EXPIRES: May 28, 2009
Bonded Third Budget Notary Services


NOTARY PUBLIC, STATE OF FLORIDA

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CHANNING VILLAS OF WELLINGTON P.U.D.

PHASE II

IN PART OF SECTION II, TWP. 44 S., RGE. 41 E.

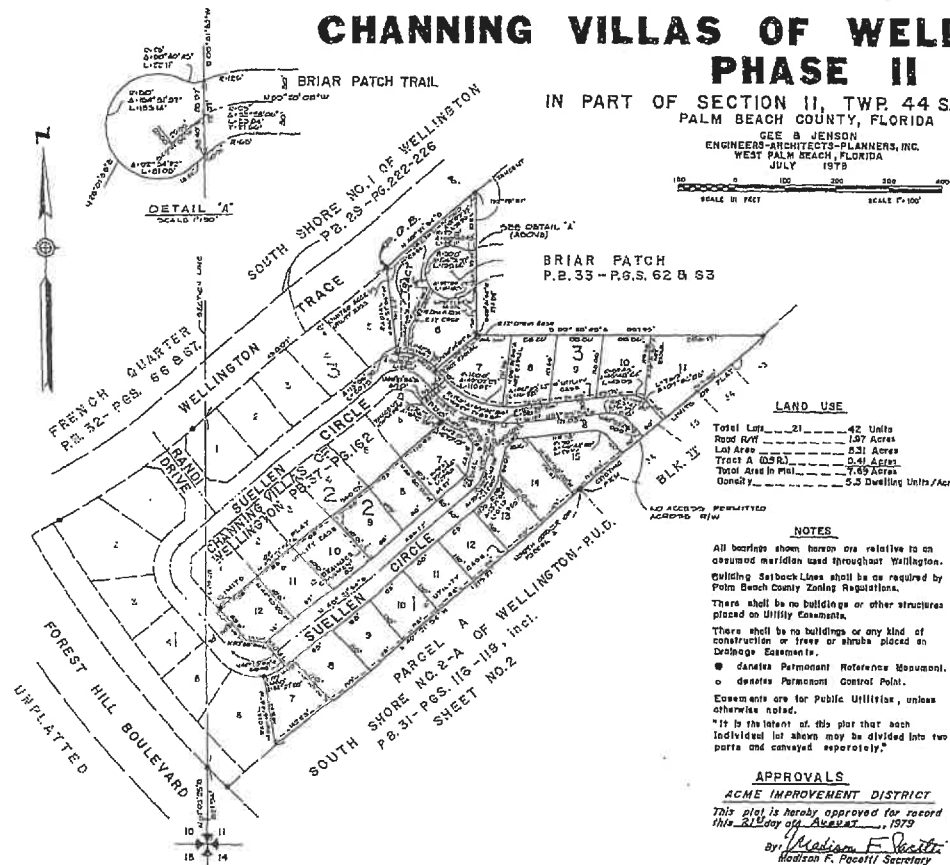
PALM BEACH COUNTY, FLORIDA

GEE & JENSON

ENGINEERS-ARCHITECTS-PLANNERS, INC.

WEST PALM BEACH, FLORIDA

JULY 1979



LAND USE

Total LULU	21	42 Units
Road R/W	1.57	Acres
Lot Area	6.31	Acres
Tract A (QSR)	0.41	Acres
Total Area in Plot	7.89	Acres
Density	2.5	Dwelling Units/Acre

NOTES

All bearings shown herein are relative to an assumed meridian line throughout Wellington. Building setbacks shall be as required by Palm Beach County Zoning Regulations. There shall be no buildings or other structures placed on Utility Easements. There shall be no buildings or any kind of construction or trees or shrubs placed on Drainage Easements. • denotes Permanent Reference Monument. o denotes Permanent Control Point. Easements are for Public Utilities, unless otherwise noted. * is the intent of this plat that each individual lot shown may be divided into two parts and conveyed separately.

APPROVALS

ACME IMPROVEMENT DISTRICT

This plat is hereby approved for record this 21st day of August, 1979

By: Madison F. Pocatt
Madison F. Pocatt, Secretary

Attest: A.K. Olson
A.K. Olson, General Manager

PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS

This plat is hereby approved for record this 21st day of August, 1979

By: Bill Bailey
Bill Bailey, Chairman

Attest: John B. Dunkle
John B. Dunkle, Clerk

COUNTY ENGINEER

This plat is hereby approved for record this 21st day of August, 1979

By: R.R. Ruff
R.R. Ruff, County Engineer

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME personally appeared GUERRY STANBING and DIANA L. CURREN, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Assistant Secretary of GOULD FLORIDA INC., a Delaware Corporation, and severally acknowledged to me and before me that they executed such instrument as each officers of said Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation and that it was affixed to said instrument by the said regular corporate authority, and that said instrument is the free act and deed of said Corporation.

WITNESS my hand and official seal this 20th day of August, 1979.

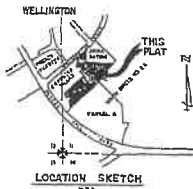
Jack H. Resler
Notary Public

My Commission expires: JAN. 29 1980

TITLE CERTIFICATION

STATE OF FLORIDA
COUNTY OF PALM BEACH
I, LARRY ALEXANDER, a duly licensed Attorney in the State of Florida do hereby certify that I have examined the title to the herein described property; that I find the title to the property is vested in GOULD FLORIDA INC., a Delaware Corporation; that the current taxes have been paid, and that I find the property is free of encumbrances and the property is found to contain, deed reservations which are not applicable and do not affect the subdivision of the property.

Larry Alexander
Larry Alexander - Attorney at Law
Licensed in Florida, Date: 5/25/77



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DEDICATION & DESCRIPTION

STATE OF FLORIDA

COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS, that GOULD FLORIDA INC., a Delaware Corporation (hereinafter referred to as "GOULD FLORIDA INC."), the owner of the tract of land shown herein as CHANNING VILLAS OF WELLINGTON-P.U.D., PHASE II, being in part of Section II, Township 44 South, Range 41 East, Palm Beach County, Florida, and being more particularly described as follows:

Commencing at the Northwest Corner of Lot 5, Block 3, CHANNING VILLAS OF WELLINGTON-P.U.D., as recorded in Plot Book 37, Page 162, Public Records of Palm Beach County, Florida; thence N 49° 21' 54" E, along the Southerly Right-of-Way of Wellington Traces as shown on SOUTH SHORE NO. 1 OF WELLINGTON-P.U.D., as recorded in Plot Book 29, Page 226, of said Public Records; a distance of 202.75 feet to the beginning of a curve concave to the northwest having a radius of 1250 feet and a central angle of 0° 02' 35"; thence Northwesterly along the arc of said curve, a distance of 24.96 feet to the intersection of the Southerly Right-of-Way Line of Wellington Traces with the Northwest Corner of BRIAR PATCH, as recorded in Plot Book 38, Pages 42 and 63 of said Public Records; thence S 00° 31' 52" W, making an angle with the tangent to the last described curve, measured from Northwest to South, of 124° 13' 31", a distance of 274.37 feet; thence S 89° 28' 08" E, along the South Line of said BRIAR PATCH, a distance of 337.33 feet to a point on the Northwest boundary of SOUTH SHORE NO. 2-A OF WELLINGTON-P.U.D., as recorded in Plot Book 31, Page 87 of said Public Records; thence S 0° 21' 54" W, along said Northwest boundary of said SOUTH SHORE NO. 2-A, a distance of 1218.27 feet to the southeast corner of Lot 6, Block 1, of said CHANNING VILLAS OF WELLINGTON (thence N 0° 00' 00" W, along the East Boundary of said CHANNING VILLAS OF WELLINGTON and a line radial to a curve to be described, a distance of 145.84 feet to a point on a curve concave to the North having a radius 25 feet and a central angle of 32° 21' 20"; thence southerly along the arc of said curve, a distance of 44.00 feet; thence N 40° 20' 00" W, along a line radial to the last described curve, a distance of 80 feet; thence N 85° 38' 08" W, a distance of 35.36 feet; thence N 40° 30' 08" W, a distance of 80 feet; thence N 49° 21' 54" E, a distance of 560.95 feet to a point on a curve concave to the Northwest having a radius of 200 feet and a central angle of 18° 12' 24" and whose tangent will also pass through N 85° 31' 30" W; thence Northwesterly along the arc of said curve, a distance of 50.57 feet; thence N 49° 21' 54" E, along the radial to the last described curve, a distance of 80 feet; thence N 40° 20' 00" W, a distance of 24.18 feet to the beginning of a curve concave to the South having a radius 85 feet and a central angle of 55° 12' 20"; thence Northwesterly and Westerly along the arc of said curve, a distance of 161.62 feet; thence N 0° 01' 54" W, along the radial to the last described curve, a distance of 161.62 feet to the POINT OF BEGINNING.

here caused the same to be surveyed and plotted as shown herein and do hereby dedicate as follows: (1) The streets are hereby dedicated to the BOARD OF COUNTY COMMISSIONERS of Palm Beach County, Florida, for the use of the public for vehicular purposes. (2) Tract A, as shown in Part of Section II, Township 44 South, Range 41 East, Florida, (Subject to existing Easements of Record) and is hereby dedicated to CHANNING VILLAS OF WELLINGTON-P.U.D. ASSOCIATION and is the perpetual maintenance obligation of said Association. (3) The Utility and Drainage Easements as shown are hereby dedicated in perpetuity for the construction and maintenance of utilities and Drainage Easements. (4) The United Access Easements as shown are hereby dedicated to said BOARD OF COUNTY COMMISSIONERS for the purpose of control and jurisdiction over access rights.

IN WITNESS WHEREOF, the above named corporation has caused these presents to be signed by its President and attested by its Assistant Secretary and to be attested hereby by and with the authority of its Board of Directors, this 20th day of August, 1979.

GOULD FLORIDA INC., a Corporation of the State of Delaware
Attest: Madison F. Pocatt
Madison F. Pocatt, Assistant Secretary
By: John B. Dunkle
John B. Dunkle, President

SURVEYOR'S CERTIFICATION

STATE OF FLORIDA

COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS, that the undersigned does hereby certify that on 15th OCT 1979, they completed the survey of lands as shown on the herein plat; said plat is a correct representation of the lands herein described and plotted; that permanent reference monuments have been set as shown as required by law and that permanent control points will be set under the guarantee posted with the Board of County Commissioners of Palm Beach County, Florida, for the required improvements, and that the survey also complies with all requirements of Chapter 177, Part 1, Florida Statutes, as amended, and Ordinances of Palm Beach County, Florida.

Paul J. Foiry
Paul J. Foiry, Professional Land Surveyor
Florida Registration No. 2297, Date: 10-15-79

SURVEYOR'S CERTIFICATION

STATE OF FLORIDA

COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS, that the undersigned does hereby certify that on 15th OCT 1979, the herein plat was prepared and delineated under my supervision and is a correct representation of the lands herein described as surveyed by GALT - FORTNEY, INC.

GEE & JENSON, Engineers, Architects, Planners, Inc.
William G. Wallace, Jr.
William G. Wallace, Jr., Professional Land Surveyor
Florida Registration No. 2297, Date: 10-15-79

THIS INSTRUMENT PREPARED BY WILLIAM G. WALLACE, JR.
2019 Ochschausen Boulevard
West Palm Beach, Florida.

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SEP-12-1995 1:54pm 95-292703
ORB 8915 Pg 153

THIS INSTRUMENT PREPARED BY:
Charles W. Edgar, III, Esquire
Levine, Frank & Edgar, P.A.
3300 PGA Boulevard, Suite 500
Palm Beach Gardens, Florida 33410

NON-EXCLUSIVE ASSIGNMENT OF ENFORCEMENT RIGHTS

THIS AGREEMENT is made this 8 day of September, 1995 by FIRST WELLINGTON, INC., a Florida corporation not for profit, ("First Wellington") to and in favor of CHANNING VILLAS HOMEOWNERS ASSOCIATION, INC. (Channing Villas).

RECITALS

A. FIRST WELLINGTON has the right, among others, to enforce the architectural and community appearance standards, and to exercise the architectural approval rights, under that certain Declaration of Restrictions (for) Channing Villas of Wellington recorded in Official Records Book 3105, Page 671 of the Public Records of Palm Beach County, Florida; the Declaration of Restrictions (for) Channing Villas of Wellington - Phase II recorded in Official Records Book 3212, Page 1543 of said Public Records and the Amended Declaration of party Facilities, Contiguous Easements and Restrictive Covenants recorded in Official Records Book 3193, Page 566 of said Public Records (collectively, the "Channing Villas Documents").

B. CHANNING VILLAS is a homeowners association formed for the purpose, among others, of performing similar functions as to the property subject to the Channing Villas Documents.

C. FIRST WELLINGTON and CHANNING VILLAS have determined that it would be more efficient and in the best interest of all members of CHANNING VILLAS for CHANNING VILLAS to be the primary entity enforcing the community appearance and architectural standards, and initially exercising the architectural approval rights, set forth in the Channing Villas Documents.

D. Accordingly, CHANNING VILLAS has requested FIRST WELLINGTON to make, and FIRST WELLINGTON has agreed to make, the assignment herein made.

NOW THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FIRST WELLINGTON does hereby assign, convey and set over unto CHANNING VILLAS, on a non-exclusive basis all of FIRST WELLINGTON'S rights, express and implied, and fully exercisable, as may be provided for in the CHANNING VILLAS Documents, including, without limitation, the right to enforce, amend, adopt, revise, and modify the CHANNING VILLAS Documents.

Notwithstanding the foregoing, FIRST WELLINGTON does hereby reserve unto itself, also non-exclusively, the aforesaid enforcement and approval rights so that it shall exercise same concurrently with CHANNING VILLAS; provided, however, that CHANNING VILLAS shall be free, subject to the terms of the CHANNING VILLAS Documents, to adopt and enforce requirements which are more stringent than those of FIRST WELLINGTON and, should it do so, it will be solely responsible for any enforcement thereof.

CHANNING VILLAS hereby accepts the above and foregoing assignment from FIRST WELLINGTON and assumes and agrees to perform the duties and obligations described in the CHANNING VILLAS Documents including, without limitation, the enforcement of the CHANNING VILLAS Documents.

IN WITNESS WHEREOF, the foregoing assignment has been made and executed as of the date and year first above written.

Witnessed By:

Laura J. Stephens
Laura J. Stephens
 Print Name: Laura J. Stephens
Victoria Olsen
 Print Name: Victoria Olsen

FIRST WELLINGTON, INC.,
 a Florida corporation

By: Ralph B. Brink
 Print Name: RALPH B. BRINK
 Title: VICE-PRES.

CHANNING VILLAS HOMEOWNERS
 ASSOCIATION, INC.,
 a Florida not-for-profit corp.

By: Julian Stone
 Print Name: Julian Stone
 Title: President

Alan S. Zangen
 Print Name: Alan S. Zangen
Patricia A. Bennett
 Print Name: Patricia A. Bennett

ORS 8915 Pg 155
DOROTHY H. WILKIN, CLERK PB COUNTY, FL

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 8th
day of September, 1995, by Ralph J. Brink
as Vice President of FIRST WELLINGTON, INC., a Florida
corporation, on behalf of the corporation, who is personally known
to me ~~or who has produced~~ as identification and
did take an oath.

Victoria Olsen
Notary Public
My Commission Expires:

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged ~~on August 11, 1995~~ 10th
day of August, 1995, by Julian Stone as President of CHANNING
VILLAS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit
corporation, on behalf of the corporation, who is personally known
to me or who has produced N/A as identification and did take
an oath.

Alan S. Zangen
Notary Public
My Commission Expires:

