

**FIFTH AMENDMENT TO THE  
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR  
COUNTRY GREENS AT WESTCHESTER HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the Country Greens at Westchester Homeowners Association, Inc. (sometimes herein referred to as the "Association") originally caused to be filed the Declaration of Covenants, Restrictions and Easements for Country Greens at Westchester Homeowners Association, Inc. originally recorded at Official Records Book 5476 Page 951, et. seq. of the Public Records of Palm Beach County, Florida of the Public Records of Palm Beach County, Florida amended with such first amendment recorded at Official Records Book 10398 Page 395, et. seq., of the Public Records of Palm Beach County, Florida amended with such second amendment recorded at Official Records Book 12889 Page 1860, et. seq., of the Public Records of Palm Beach County, Florida, further amended with such third amendment recorded at Official Records Book 26017 Page 726 of the Public Records of Palm Beach County, Florida, and further amended with such fourth amendment recorded at Official Records Book 29891 Page 1166 of the Public Records of Palm Beach County, Florida.

WHEREAS, the Association, through a vote of its members, desires to further amend said Declaration of Restrictions, Covenants and Easements for Country Greens at Westchester Homeowners Association, Inc. in order to provide for the preservation of the values and amenities thus established;

WHEREAS, pursuant to Article XV Section 5 of the Declaration of Covenants, Restrictions and Easements for Country Greens at Westchester Homeowners Association, Inc. hereby further amends the Declaration of Covenants, Restrictions and Easements for Country Greens at Westchester Homeowners Association, Inc. and any existing amendments related there as follows:

The Declaration of Covenants, Restrictions and Easements for Country Greens at Westchester Homeowners Association, Inc. (hereinafter collectively referred to as the "Declaration") shall be further amended as follows (Additions indicated by "underlining"; deletions by "~~strikethrough~~" and are numerically categorized by general topic). To the extent an Article or a Section is not referenced herein, such Article and/or Section are unaltered by virtue of this amendment with the exception of sequencing of lettered and/or numbered paragraphs, however, to the extent any such language contained in this amendment conflicts or contradicts any terms in any other provisions of the Declaration or any other previous amendment(s) the terms herein shall supersede, take priority over, and control in all respects:

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**Fifth Amendment to the Declaration of Covenants, Restrictions and Easements**

Fifth Amendment to the Declaration of Covenants, Restrictions and Easements

**Item 1:**

**ARTICLE III MEMBERSHIP IN THE ASSOCIATION**

Section 1. [the language in this section is unaltered]

Section 2. Certificate of Approval.

(i) (1) – (4) [the language in this subsection is unaltered]

(ii) Capital Contributions. In addition to the Assessments for Common Expenses new Owners taking title to a Unit subsequent to the adoption of this Fifth Amendment to the Declaration shall be responsible for paying to the Association a one-time capital contribution in an amount equal to three (3) months of regular Assessments then being charged to such new Owners. This capital contribution obligation applies for each and every Unit purchased even if a person or party owns multiple Units at and within the Association. The Association shall deposit all such capital contributions received in a certain capital reserve account, however, such monies may be used for any purpose to pay for and/or defray the cost of any such common expenses of the Association. Notwithstanding anything to the contrary, if any Owner acquired title to any Lot by way of devise, inheritance or as a result of estate planning whereby the prior Owner maintains a beneficial interest in the Unit no capital contribution shall be due or owing, however, such right to occupancy or use of the Unit shall be subject to the prior registration with the Association as well as any and all other such covenants, restrictions, rules and regulations of the Association.

IN WITNESS WHEREOF, the Association has caused this Fifth Amendment to the Declaration of Covenants, Restrictions and Easements for Country Greens at Westchester Homeowners Association, Inc. to be duly executed and its corporate seal to be hereunto affixed this 23 day November, 2022.

Country Greens at Westchester Homeowners Association, Inc., a Florida not for profit corporation

Signed, Sealed & Delivered  
in the presence of:

x SUSAN WEST

Print Name: Susan West

x Joanne Stocum

Print Name: Joanne Stocum

By: B. Rawland, President

Country Greens HOA

STATE OF FLORIDA )  
 )ss:  
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 BT Rowland to me known to be the persons described in or who have produced \_\_\_\_\_ as identification and by way of physical presence [] or online notarization [] who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 23 day of November, 2022.

Notary Public  
Sign: Theresa West  
Print: THERESA WEST

My Commission Expires:

