

**Winding Lake at Welleby 1**  
**Condo / Documents**  
**(Phase 1 & 2)**

DECLARATION FOR THE CREATION OF A CONDOMINIUM, PURSUANT  
TO THE CONDOMINIUM ACT, CHAPTER 718, FLORIDA STATUTES

82-108894

DECLARATION OF CONDOMINIUM

FOR

WINDING LAKE at WELLEBY,

A CONDOMINIUM

SUBMISSION STATEMENT

The undersigned, being the owner and holder of record title to that certain real property situate, lying and being in Broward County, Florida, the legal description of which is attached hereto, made a part hereof, and labeled Exhibit "A", hereby submits the said real property together with the improvements thereon, to condominium ownership pursuant to the Condominium Act.

I

DEFINITIONS

Definitions of terms used herein are as follows:

1. "Assessments" means a share of the funds required for the payment of Common Expenses which from time to time are assessed against the Unit Owners.
2. "Association" means Winding Lake at Welleby Condominium Association, Inc., a Florida non-profit corporation, the corporate entity responsible for the operation of the Condominium. A copy of the Articles of Incorporation of the Association are annexed hereto as Exhibit "D".
3. "Board of Administration" means the Board of Directors or other representative body responsible for administration of the Association.
4. "By-Laws" means the By-Laws of the Association which are annexed hereto as Exhibit "E", as the same may be amended from time to time.
5. "Common Elements" means the portions of the Condominium Property not included in the Units.
6. "Common Expenses" means all expenses and assessments properly incurred by the Association for the Condominium.
7. "Common Surplus" means the excess of all receipts of the Association, including but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, over and above the amount of Common Expenses of the Condominium.
8. "Condominium" means Winding Lake at Welleby, A Condominium.
9. "Condominium Act" means Chapter 718, Florida Statutes (1979), as amended as of the date of this Declaration is recorded in the Public Records of Broward County, Florida.
10. "Condominium Documents" means this Declaration and all Exhibits annexed hereto as the same may be amended from time to time.
11. "Condominium Ownership" means that form of ownership created pursuant to the Condominium Act.
12. "Condominium Parcel" or "Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit.

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13. "Condominium Property" means the lands, leaseholds and personal property that are subject by this Declaration and any amendments hereto to Condominium Ownership, whether or not contiguous, all improvements thereon, and all easements and rights appurtenant thereto which are intended for use in connection with the Condominium. Condominium Property shall include the personal property required for the maintenance and operation of the Condominium even though owned by the Association.

14. "Declaration" means this Declaration of Condominium, as amended from time to time.

15. "Developer" means DCA at Welleby, Inc., a Florida Corporation, its successors and assigns.

16. "Developer Mortgages" shall mean and refer to any and all mortgages held by the Developer or its designee or assignees on Parcels or Units. The holder of a Developer Mortgage shall have the same rights as Institutional Mortgagees, and all references to Institutional Mortgages in this Declaration of Condominium and the Exhibits attached hereto shall also mean and refer to Developer Mortgages.

17. "Institutional Mortgagee" means a bank, savings and loan association, the Federal National Mortgage Association, an insurance company or union pension fund authorized to do business in the United States of America, an agency of the United States Government, a real estate investment trust, or a lender generally recognized in the community as an institutional type lender. In case of question, the Developer may determine, in its sole discretion, who is an Institutional Mortgagee. An "Institutional First Mortgagee" is an Institutional Mortgagee who holds a first mortgage on a Condominium Parcel.

18. "Limited Common Elements" means those portions of the Common Elements which are reserved for the use of a certain Unit to the exclusion of other Units. Limited Common Elements include any assigned parking spaces and any patio which abuts a Unit. The term Common Element shall be deemed to include the Limited Common Elements unless the context requires otherwise.

19. "Management Association" shall mean Welleby Management Association, Inc., the entity formed to manage the overall development known as "Welleby" in which the Condominium is located.

20. "Phase" means a stage of development of this Condominium whereby one or more residential buildings and the underlying land are submitted to Condominium ownership under this Declaration. Phase I is the land and improvements submitted to Condominium ownership under this Declaration. Subsequent phases may be added in the future by filing an amendment hereto. Phase I contains eleven (11) residential buildings and the pool area. The Developer makes no commitment that any Phase beyond Phase I will actually be constructed or submitted to Condominium ownership.

21. "Primary Institutional Mortgagee" means the Institutional Mortgagee holding the highest dollar amount of indebtedness on Units.

22. "Units" means those parts of the Condominium Property which are subject to exclusive ownership.

23. "Unit Owner" means the owner of a Condominium Parcel.

24. All other terms used herein which are defined in the Condominium Act shall have the meaning set forth in the Condominium Act.

## II

### NAME

The name by which this Condominium is to be identified is:

WINDING LAKE AT WELLEBY, A CONDOMINIUM

### III

#### IMPROVEMENTS

The improvements on the Condominium Property consist of three twelve (12) unit residential buildings, eight eight (8) unit residential buildings and the pool area for the Condominium. The improvements are graphically depicted on the Plot Plan and Survey attached hereto as Exhibit B.

### IV

#### UNITS

1. The Units are identified as follows:

a. Unit Numbers. Each Unit is separately identified, and no Unit bears the same designation as any other Unit.

b. Location. The Unit numbers and the location of each Unit are shown on the Plot Plan and Survey annexed hereto as Exhibit B.

c. Size. The dimensions of each Unit are shown on the typical Unit floor plans which are annexed hereto as Exhibit B.

d. Boundaries. Each Unit is bounded as follows:

i. Upper and Lower Boundaries: The following boundaries extended to an intersection with the perimetrical boundaries:

a. Upper Boundary: The horizontal plane of the undecorated finished ceiling.

b. Lower Boundary: The horizontal plane of the undecorated finished floor.

ii. Perimetrical Boundaries: The vertical plane of the undecorated finished interior of the walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries.

e. Ownership. The Unit Owner shall not own the undecorated and/or unfurnished surfaces of the perimeter walls, floors and ceilings bounding his or her Unit, nor shall the Unit Owner own the pipes, wires, conduits, cable television lines or other utility lines running through his Unit which are utilized for or serve more than one Unit; said items are by these presents made a part of the Common Elements. Each Unit Owner shall own the interior walls and partitions and the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings (including plaster, paint, wallpaper, etc.) contained within his or her Unit.

2. Easement For Encroachments. To the extent that any Unit or Common Element now or hereafter encroaches on any other Unit or Common Element, whether by reason of any deviation from the plots and plans in the construction, repair, restoration, renovation, or replacement of any improvement, or by reason of the setting or shifting of any land or improvement, a valid easement for such encroachment shall exist.

3. Title to Parcels. The fee title to each Condominium Parcel shall include both the Unit and its undivided interest in the Common Elements. Any attempt to separate the fee title to a Unit from the undivided interest in the appurtenant Common Elements shall be null and void.

4. Partition. No Unit Owner may bring any action for partition of the Condominium Property.

V

SHARING OF  
COMMON ELEMENTS, COMMON EXPENSES AND COMMON SURPLUS

The Common Elements and Common Surplus shall be owned and the Common Expenses shared by the Unit Owners in the proportions set forth on Exhibit C attached hereto. The Common Elements are reserved exclusively for the use and benefit of the Unit Owners and their invited guests, subject to the Easements referred to in Article XV sub-section 5.

VI

PARKING

The parking area for Phase I will contain two hundred (200) parking spaces; one (1) space will be reserved for the owners of each Unit and the remaining one hundred (100) spaces will be reserved for guest parking. The assigned spaces will be Limited Common Elements appurtenant to their Units and can be assigned only on the transfer of the Unit or with Association approval; the Association shall have the right to revoke all assignments provided that such revocation shall apply to all parking space assignments. The use of all of the spaces will be governed by rules and regulations to be established by the Association.

VII

RESTRICTIONS ON OCCUPANCY AND USE OF PARCELS

Except as provided in Articles XIII and XIV, the following rules shall apply:

1. The Units shall be occupied as private dwellings for the Unit Owners and any of their approved tenants, members of their families and their social guests and for no other purpose.
2. If the Unit Owner is an entity such as a corporation, partnership, trust, etc., the Unit shall be occupied and used only by those persons who have been approved in writing by the Association.
3. No immoral, improper, offensive or unlawful use shall be made of any Unit, the Condominium Property, the Common Elements, or of any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction thereof and all Rules and Regulations promulgated by the Association shall be observed.
4. Nothing shall be done or kept in the Units which will increase the premiums for insurance on the Condominium Property or which will obstruct or interfere with the rights of other Unit Owners.
5. No clothesline or similar devices shall be allowed on any portion of the Condominium Property.
6. Nothing shall be affixed or attached to, hung, displayed or placed on the exterior walls, doors or windows of the Condominium Units except with the prior written consent of the Board of Administration.
7. No business, trade or profession of any type whatsoever shall be conducted from within any Unit without the prior written consent of the Association.
8. Without prior written Association approval, the Common Elements, Limited Common Elements, and exterior portions of the Units shall not be repaired, replaced, or changed; exterior storm doors or shutters shall not be installed; and no Unit shall be materially altered or have a material structural addition annexed thereto. Any approved changes are subject to the following:
  - (a) The Association must approve any contractor or sub-contractor retained by the Unit Owner, prior

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to the sub-contractor's commencing work on the unit.

- (b) The Unit Owner shall be liable for any damage to any part of the Condominium Property caused by his contractor, sub-contractor or their employees.
- (c) Whether an alteration or addition is "material" shall be determined by the Association in its sole discretion.

9. No floor covering shall be installed in the Unit other than carpeting, kitchen vinyl or tile and bathroom tile and no carpeting may be removed and not replaced within fifteen (15) days of removal without the prior written consent of the Association.

10. All common hallways and passages shall be kept free for their intended use by all Unit Owners and shall in no event be used as storage areas, either on a temporary or permanent basis.

11. All garbage or trash shall be placed in the disposal facilities provided for such purposes by the Association.

12. All occupants of Units shall exercise care about making noise and using musical instruments, radios, televisions and amplifiers that may tend to disturb occupants of other Units.

13. No Unit shall be permanently occupied by more than two persons for each bedroom in the Unit.

14. The Association shall determine the exterior color schemes of the Units and all Common Elements.

15. Pets shall be permitted subject to the following rules:

(a) The following pets are permitted: dogs and cats, which do not exceed fifteen (15) pounds at maturity, and birds and fish.

(b) Dogs may be walked only in the designated "pet walking area" established by the Board of Administration.

(c) No animals shall be raised on the Condominium Property for commercial purposes.

(d) A Unit Owner shall be liable for any soiling or damage to the building, grounds, flooring, walls, trim, finish, tiles, carpeting, stairs, etc., caused by the Unit Owner's pet and the Unit Owners agree to pay all costs involved in cleaning or in restoring any damage caused by their pets.

(e) Unit Owners shall be financially responsible for any and all damage caused by their pet.

(f) The Unit Owner shall put the pet out to board at its own expense should it be necessary because of any noise, damage to part of the Condominium Property, or reasonable complaints from other Unit Owners.

(g) All cats and dogs shall be held by a leash outside of Condominium Units.

16. In the event a Unit Owner makes any unauthorized alterations or additions to his Unit, the Limited Common Elements or the Common Elements, or otherwise violates or threatens to violate the provisions set forth in this Declaration or in any of the Rules and Regulations which may hereafter be adopted by the Board of Administration as provided in the By-Laws, the Association shall have the right to proceed in a Court of equity for an injunction to seek compliance with the provisions hereof and/or to impose and collect fines for such violations.

17. No motorcycles may be stored in any Limited Common Element or Common Element other than a parking space.

18. No waterbeds shall be permitted in Units on the second floor of any residential building.

19. The Association shall make and adopt such other rules and regulations as it shall deem necessary or convenient for the comfort and the welfare of the Unit Owners or for the preservation or enhancement of the Condominium Property.

## VIII

### MAINTENANCE

1. Association Responsibility. The Association shall maintain, paint, repair, and replace all outside doors, the exteriors of all Units, the Common Elements, and the Limited Common Elements.

2. Unit Owners' Responsibility. Unit Owners shall maintain, repair and replace their Units; broken windows and broken sliding glass doors in respective Units; and any additions they make to the Limited Common Elements or Common Elements.

3. Entry by Association. The Board of Administration or its agents or employees shall be allowed to enter Units during reasonable hours to maintain, inspect, repair, or replace the Common Elements and to determine compliance with the provisions of this Declaration and the Exhibits attached hereto. The Board or its agents or employees shall be allowed to enter a Unit in case of emergency at any time in order to prevent damage to that Unit, to the Common Elements, or to another Unit or Units.

4. Failure to Maintain. In the event a Unit Owner fails to maintain his Unit, the Limited Common Elements or the Common Elements as required herein, the Association shall have the right to proceed in a Court of Equity for an injunction to seek compliance with the provisions hereof to impose and collect fines for such violations, and/or to complete such maintenance (after thirty (30) days written notice to the Unit Owner of its intent to do so) and levy a special assessment against the non-maintaining Unit Owner for the cost of such maintenance plus interest thereon at eighteen percent (18%) per annum.

5. Acts of Owners, etc. Notwithstanding anything in this Declaration to the contrary, Unit Owners shall be responsible for any damage caused to the Common Elements or Limited Common Elements by their negligence or intentional acts or by the negligence or intentional act of any of their tenants, guests, invitees or employees.

## IX

### ASSESSMENTS

1. Assessments. The Association from time to time shall determine and assess against the Unit Owners the sum or sums necessary and adequate to provide both for the Common Expenses and for such other special and emergency expenses as are contemplated by this Declaration and the Exhibits attached hereto. The procedure for the determination of all Assessments shall be as set forth in the By-Laws and this Declaration. Liability for Assessments shall commence upon the first transfer of any Unit from the Developer to any Unit Owners other than the Developer.

2. Liability. A Unit Owner shall be personally liable for all Assessments coming due while he is the Unit Owner regardless of how title is acquired, including by purchase at a judicial sale. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments levied against the grantor prior to the time of conveyance without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee.

No Unit Owner may exempt himself from liability for his contribution towards the Common Expenses by waiving his right to use or enjoy any of the Common Elements or by abandoning his Unit.

3. Interest. Any Assessment which is not paid when due shall bear interest at 15 percent per annum. Interest shall accrue from the due date through the date the Assessment is paid.

4. Liens. The Association shall have a lien on each Condominium Parcel for any unpaid Assessments plus interest thereon. Such lien shall be filed in the manner provided for by the Condominium Act and shall have the priorities established by said Act. The lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such Assessment or enforcement of such lien.

5. Unpaid Liens. Except as provided in paragraph XIV below, any person who acquires an interest in a Condominium Parcel including, without limitation, persons acquiring title by operation of law, shall not be entitled to occupancy of the Unit until such time as all unpaid Assessments on that Unit plus interest thereon and any attorneys fees and costs incurred in relation to collection of the Assessments have been paid. The Association, acting through the Board of Administration, shall have the right to assign its claim and lien rights for the recovery of any unpaid Assessment.

6. Special Assessments. If any Assessments are necessitated by the negligence or misuse of a Unit Owner, his guests, family, tenants, invitees or employees or by any of their unauthorized addition to or alteration of a Unit, Limited Common Element, or Common Element, the Unit Owner shall be responsible therefor, and the Association shall levy a special Assessment against him for the cost required to repair such damage.

7. Guaranty of Assessments. Commencing with the date this Declaration is recorded amongst the Public Records of Broward County, Florida, and ending on the date which is the first day of the fourth month in which the closing of the purchase and sale of the first Condominium Unit occurs, the Developer shall be excused from the payment of its share of the Common Expenses for the Units it owns. However, the Developer must pay the portion of Common Expenses incurred during that period which exceeds the amount assessed against other Unit Owners.

X

THE ASSOCIATION

1. The Association, through its Board of Administration, shall manage and operate the Condominium Property in accordance with its By-Laws as they may be amended from time to time.

2. All record Unit Owners in this Condominium and shall be members of the Association and only such persons or entities shall be members.

3. Subject to the provisions set forth in this Declaration and in the By-Laws, each Unit is entitled to one vote which shall be cast by the "Voting Member" as that term is defined in the By-Laws.

4. The Board of Administration may enter into a contract with any firm, person or corporation, or may join with other condominium associations and entities in contracting in whole or in part for the maintenance and repair of the Condominium Property and may delegate to a contractor all the legally delegable powers and duties of the Association (including the power to collect Assessments) which are not specifically required by law, this Declaration, or the By-Laws to have the approval of the membership of the Association.

5. The employees, agents, contractors, or sub-contractors of the Association shall have the right to enter the Units at all reasonable times to do such work as is deemed necessary by the Association and to enforce

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compliance with the provisions of this Declaration, of all Exhibits attached hereto and of any Rules and Regulations promulgated by the Association.

6. The Association shall make available to Unit Owners, mortgagees on any Parcel and to holders, insurers or guarantors of any first mortgage on any Parcel, current copies of the Declaration, By-Laws, Association rules, and books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

7. The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of all or any part of the Common Elements. Any condemnation proceeds shall be payable to the Association for the benefit of the Unit Owners and their mortgagees as their interests may appear.

8. The Association shall perform all of the duties required by it in that certain Easement and Joint Use Agreement, referred to in Article XV, section 5, a copy of which being attached hereto as Exhibit "J".

## XI

### INSURANCE AND RESTORATION

1. Association to Purchase. The Association shall obtain and maintain adequate insurance to protect the Association and the Common Elements. All insurance purchased by the Association shall be:

(a) held for the benefit of the Unit Owners and their Mortgagees as their interests may appear; and

(b) written by a company authorized to do business in the State of Florida; and

(c) as to all hazard insurance policies: policies which contain provisions for the issuance of mortgagee endorsements; and

(d) approved by the Primary Institutional Mortgagee.

2. Insurance Trustee. After at least Five Thousand Dollars (\$5,000.00) in damage to any part of the Condominium Property covered by any insurance required hereunder, the Association and/or the Primary Institutional Mortgagee at the Primary Institutional Mortgagee's discretion, shall appoint an Insurance Trustee which is a bank or trust company in Broward County, Florida having trust powers and such other powers as the Board of Administration requires. The Insurance Trustee and the Association shall enter into an Insurance Trust Agreement which provides that the Insurance Trustee:

(a) shall not be responsible for the payment or sufficiency of premiums;

(b) shall not be responsible for the collection of any insurance proceeds; and

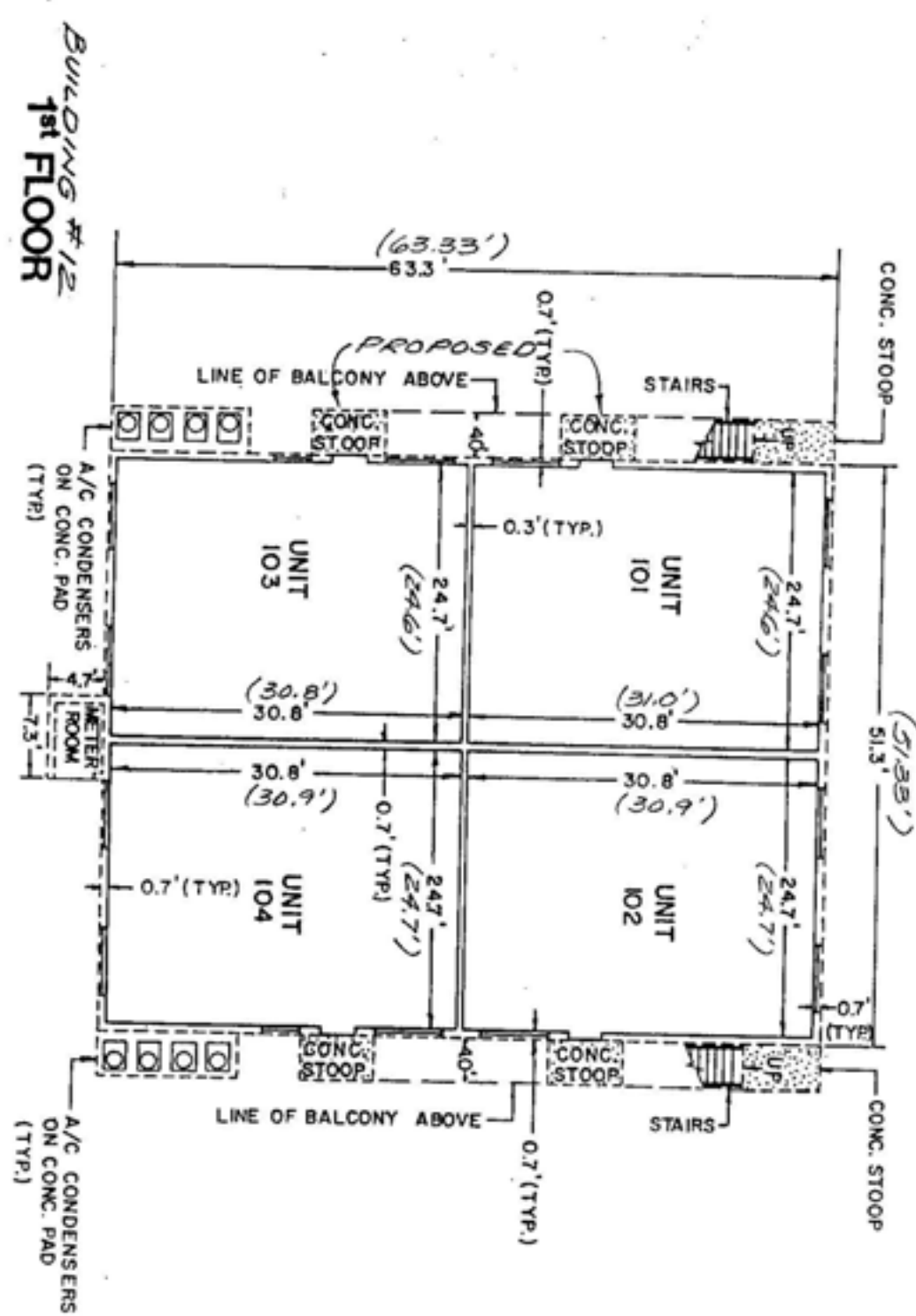
(c) shall be liable only for the monies paid to it and for its willful misconduct, bad faith, or gross negligence.

3. Payment of Premiums, Trustee's Expenses and Collection:

As part of the Common Expenses, the Board of Administration shall collect and pay the premiums for all insurance and all fees and expenses of the Insurance Trustee.

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 & 27  
(2 BEDROOM OPTION)



PROPOSED UPPER LIMITS OF APARTMENT 18.58  
 AS-BUILT CEILING ELEVATION 178.57'  
 PROPOSED LOWER LIMITS OF APARTMENT 10.50  
 AS-BUILT FINISH FLOOR EL. 710.53'

**NOTE:**

UNITS WILL BE IDENTIFIED BY UNIT AND BUILDING NUMBERS.

FINAL SURVEY BLDG. #12  
 DATE: 9/9/82

FOUNDATION SURVEY 6/11/82 458/19

PREPARED BY:

**CRAIG A SMITH & ASSOCIATES**  
 CONSULTING ENGINEERS & SURVEYORS  
 CORAL SPRINGS, FLORIDA.

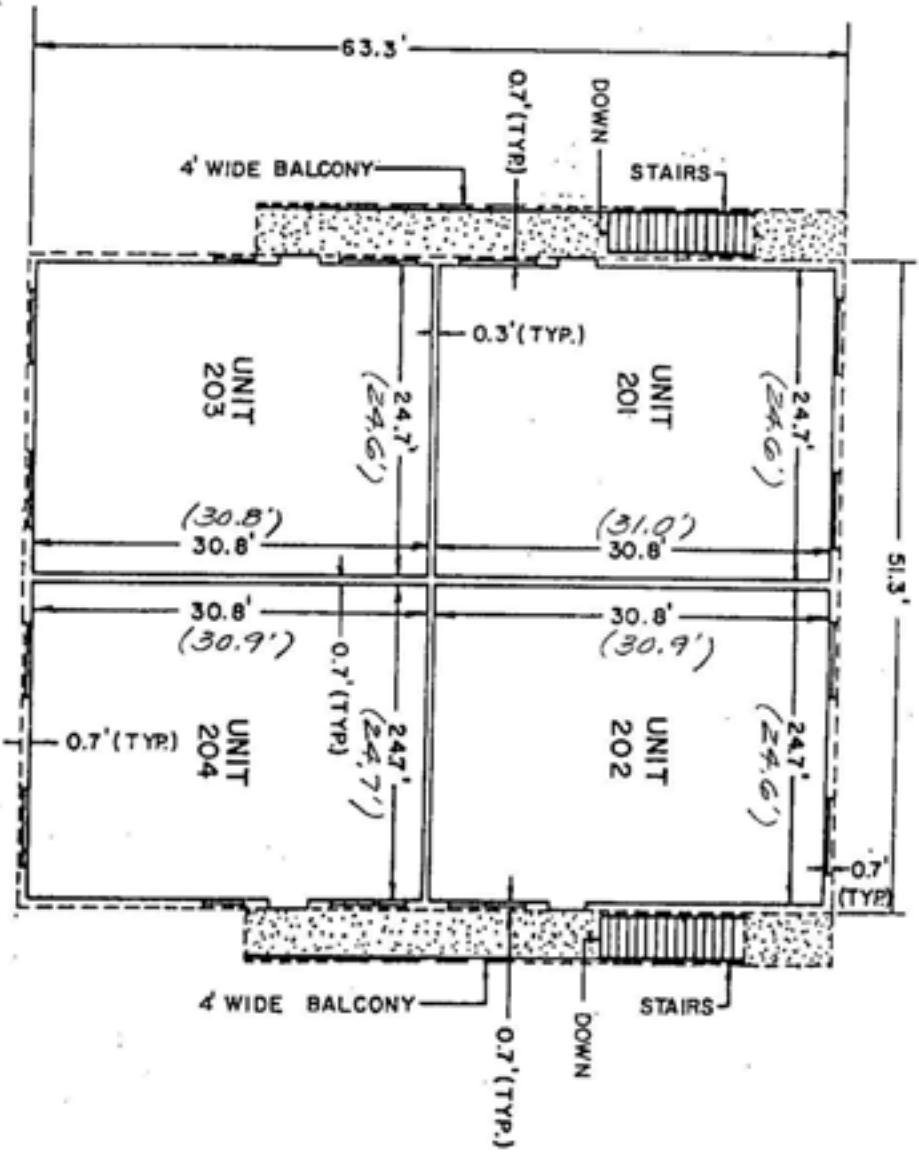
DATE: JANUARY, 1982

SHEET OF SHEETS  
 EXHIBIT " " "

*Exhibit "1", PG 3 of 10*

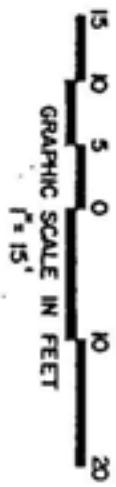
# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING (12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 & 27  
(2 BEDROOM OPTION)



BUILDING # 12  
2nd FLOOR

AS-BUILT DIMENSIONS SHOWN THUSLY ( )



PROPOSED UPPER LIMITS OF APARTMENT 2746  
AS-BUILT CEILING ELEV. = (27.40')  
PROPOSED LOWER LIMITS OF APARTMENT 1929  
AS-BUILT FINISH FLOOR EL. (19.28')

NOTE:  
UNITS WILL BE IDENTIFIED BY UNIT AND  
BUILDING NUMBERS  
FINAL SURVEY BLDG. # 12  
DATE: 9/9/82

PREPARED BY:  
**CRAIG A SMITH & ASSOCIATES**  
CONSULTING ENGINEERS & SURVEYORS  
CORAL SPRINGS, FLORIDA.  
DATE: JANUARY, 1982

EXHIBIT " " "  
SHEET OF SHEETS

4. Coverage:

(a) Liability Insurance: The Board of Administration shall obtain public liability and property damage insurance covering the Common Elements. Such insurance shall be in an amount which the Board of Administration determines from time to time, provided that the minimum amount of coverage shall be Five Hundred Thousand Dollars (\$500,000.00) for injury to any one person, One Million Dollars (\$1,000,000.00) for any single occurrence and Ten Thousand Dollars (\$10,000.00) for property damage.

(b) Casualty: The Board of Administration shall obtain insurance covering all buildings (as that term is defined in the Condominium Act, as it may be amended from time to time) and improvements, including the Common Areas, on the Condominium Property and all personal property included in the Condominium Property in an amount equal to their maximum insurable replacement value, excluding foundation and excavation costs, which amount shall be determined annually by the Board of Administration. Such coverage shall afford protection against: (i) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; (ii) Flood; (iii) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location, and use, including but not limited to, vandalism and malicious mischief.

(c) Workmen's Compensation: Workmen's Compensation Insurance shall be acquired in an amount required by law.

(d) Fidelity Bonding: The Association shall obtain Fidelity Bonds in the principal sum of not less than Ten Thousand Dollars (\$10,000.00) for each Officer and Director of the Association.

5. Duty to Reconstruct. Unless there occurs "Very Substantial Damage" as defined below, whenever a loss or damage occurs to the property required above to be covered by insurance, whether such property is within or without the Units, the Association shall repair, restore and rebuild the damage caused by said loss.

6. Very Substantial Damage. As used herein, the term "Very Substantial Damage" shall mean that three-fourths (3/4ths) or more of the Units are rendered untenable by casualty loss or that the damage or loss causes 75% or more of the total amount of insurance coverage placed pursuant to Section 4(b) of this Article to become payable. In the event any dispute shall arise as to whether or not "Very Substantial Damage" has occurred, such a finding made by the Board of Administration shall be binding on all Unit Owners.

7. Very Substantial Damage - No Reconstruction. Should there occur "Very Substantial Damage" to the Condominium Property, the Condominium shall not be reconstructed unless three-fourths (3/4ths) of the Voting Members and the Primary Institutional Mortgagee agree thereto in writing within sixty (60) days after the casualty loss or damage has occurred. The determination not to reconstruct after casualty shall be evidenced by a Certificate signed by one of the officers of the Association stating that the said sixty (60) day period has elapsed and that the Association has not received the necessary approvals. The Association shall be responsible for notifying the Primary Institutional Mortgagee in writing within five days of the occurrence of Very Substantial Damage. Notwithstanding the foregoing, if the Developer owns any Units, it must consent to not reconstructing the Condominium Property or else the Very Substantial Damage shall be repaired.

In the event reconstruction of Very Substantial Damage is not approved, the Insurance Trustee is authorized to pay the insurance proceeds received by it to the Unit Owners and their mortgagees, as their interests may appear and the Condominium Property shall be removed from the provisions of the Condominium Act with the results provided for by the Condominium Act; provided, however, that no decision not to reconstruct can be made without the consent of the Developer until such time as it no longer owns any Units in the Condominium. The termination provided for herein shall override the termination provision of Article XVII hereof.

8. Reconstruction:

(a) Immediately after a casualty causing damage to any part of the property required to be insured by the Association, the Board of Administration shall obtain reliable and detailed estimates of the cost necessary to repair and replace the damaged property to a condition as good as the condition that existed prior to the casualty loss.

(b) Any reconstruction or repair must be made either substantially in accordance with the original plans and specifications for the improvements on the Condominium Property or in accordance with plans and specifications approved by the Board of Administration, the owners of not less than 75% of the Units, the Developer if it owns any Units, and the Owners and Institutional Mortgagees of all Units for which the plans are to be altered.

(c) If the net proceeds of insurance are insufficient to pay the estimated costs of reconstruction and repair then upon determination of the amount of deficiency, the Board of Administration shall promptly levy a special Assessment against all of the Unit Owners for that portion of the deficiency related to the Common Elements and against the affected Unit Owners for damage to individual Units. Such Assessments shall be deposited with the Insurance Trustee when they are collected, and together with the insurance proceeds, shall constitute a construction fund to be disbursed for payment of the costs of reconstruction as follows:

(i) If the amount of the estimated cost of reconstruction and repair is less than \$50,000.00 then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Administration; provided, however, that upon request to the Insurance Trustee by an Institutional First Mortgagee which is a beneficiary of an insurance policy whose proceeds are included in the construction fund, such fund shall be disbursed in the manner provided in paragraph (ii) below for the reconstruction and repair of major damage.

(ii) If the amount of the estimated cost of reconstruction and repair is \$50,000.00 or more, then the construction fund shall be disbursed to the contractors engaged in such repair and restoration in appropriate progress payments which have been approved by an architect qualified to practice in Florida who has been employed by the Association to supervise the work. The procedures for disbursement of progress payments shall be agreed upon by the Board of Administration, the Primary Institutional Mortgagee, and the Insurance Trustee.

On completion of the reconstruction hereinabove provided for, any balance remaining in the construction fund shall be paid to the Unit Owners and their mortgagees as their interests may appear.

9. Payments to Mortgagees. In the event an Institutional Mortgagee requires the payment of insurance proceeds to it, that sum shall be paid to the said mortgagee and the Unit Owner of such mortgaged Unit shall then be obligated to deposit an equivalent amount in the construction fund towards his share of the rebuilding costs.

10. Association as Agent. The Association is hereby irrevocably appointed agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association.

11. Mortgagee Approval. Those provisions in this Article XI which are for the benefit of Institutional Mortgagees may be enforced by such mortgagees and may not be amended without the consent of all affected Institutional Mortgagees.

12. Mortgagee's Rights. An Institutional First Mortgagee shall always be entitled to receive in reduction of its mortgage debt that portion of insurance proceeds apportioned to its mortgaged Unit in the same percent as the percent of ownership of Common Elements appurtenant to such Unit in the event:

- a. Its mortgage is not in good standing and is in default, or
- b. Insurance proceeds are not sufficient to complete restoration, reconstruction or repair, and the Board of Administration has not made additional funds available for such purpose, or
- c. The Board or Administration and the Unit Owners elect to restore, repair or reconstruct the Condominium Property or any portion of it in a manner or condition substantially different from that existing prior to the casualty and such Mortgagee has not consented in writing to such change or alteration.

13. Optional Insurance Which Individual Owners May Purchase. The Association shall have no liability to Unit Owners for the Owner's furniture, fixtures and other personal property located within the Units or on the Common Elements or Limited Common Elements nor shall it have any liability for thefts or accidents occurring within the Units or Limited Common Elements; therefore, Unit Owners who wish to have their personal property insured and who wish to have theft or liability insurance covering their personal possessions and accidents within their Units or on their Limited Common Elements must purchase appropriate policies themselves.

## XII

### SALE, LEASE AND MORTGAGE OF PARCELS

1. Sales. Sales of Condominium Parcels shall be governed by the following:

(a) The terms "purchase" and "sale" shall include all transfers for value of interests in Condominium Parcels.

(b) The Association shall have a right of first refusal on all offers to purchase a Condominium Parcel. If a Unit Owner receives a bona fide offer to sell his Condominium Parcel or any interest therein which he wants to accept, he shall send an executed copy of such offer to the Association. The Association shall have 30 days from the date of receipt of the copy in which to notify the Unit Owner in writing that the Association accepts or rejects the offer. If the Association accepts the offer, then it may elect to purchase the Parcel in its own behalf or may name a designee who will purchase in which case the Association or its designee shall consummate the transaction in accordance with the terms and conditions set forth in the bona fide offer. If the Association rejects the offer, then it shall deliver to the Unit Owner a written consent in recordable form which evidences the Association's consent to the transfer of ownership of the Parcel to the purchaser named in the offer submitted to it.

(c) If there is a transfer of ownership of a Condominium Parcel by gift, inheritance or operation of law other than to a bona fide purchase then the transferee shall notify the Association of the transfer within thirty (30) days after the transfer. The Association shall have sixty (60) days from receipt of such notice within which to either approve or disapprove of such transferee as follows: (i) Approval shall be evidenced by a certificate executed in recordable form and delivered to the transferee who shall cause the same to be recorded among the Public Records of Broward County, Florida; (ii) Disapproval shall be accompanied by the Association's offer to purchase the Parcel for cash within sixty (60) days for its fair market value. If the parties are unable to agree upon a fair market value, then they shall each appoint an independent M.A.I. appraiser to determine the Parcel's fair market value. If the two estimates are within 10% of each other, then they shall be averaged and the result conclusively presumed to be the fair market value. If the two estimates differ by more than 10%, the two appraisers shall appoint a third appraiser and the three appraisals shall be averaged to determine the fair market value. Each party shall be liable for the cost of the appraiser he appoints and they shall share the cost of a third appraiser if needed.

(d) No judicial sale of a Condominium Parcel or any interest therein shall be valid unless:

(i) The sale is to a purchaser approved by the Association which approval shall be in recordable form, executed by two officers of the Association and delivered to the purchaser; or,

(ii) The sale is a result of a public sale with open bidding.

2. Leases. Leases of Parcels shall be subject to the following:

(a) Should a Unit Owner wish to lease his Condominium Parcel or any interest therein, or should an approved Lessee wish to sublease the Condominium Parcel he is leasing, he shall furnish the Association with a copy of the proposed lease and the name of the proposed lessee. The Association shall have fifteen (15) days from the receipt of notice within which to approve or disapprove of the proposed lease and/or lessee and it shall give the Unit Owner written notice of its decision within said period. Failure to notify the Unit Owner shall be deemed an approval.

(b) No individual rooms may be rented and no transient tenants may be accommodated.

(c) All leases must be at least 3 months in length.

(d) All leases shall be in writing and shall specifically state that they are subject to this Declaration, the Exhibits hereto and the rules and regulations of the Association.

3. Liability. The liability of the Unit Owner under these covenants shall continue notwithstanding the fact that he may have leased or rented his interest as provided herein, and every Purchaser, tenant or lessee shall take his Parcel subject to this Declaration, the By-Laws of the Association, and the Condominium Act.

4. Association Fee. The Unit Owner or Lessee seeking approval of a sale, lease, or sub-lease of a Condominium Parcel shall pay for the expenses reasonably incurred by the Association for the approval of such transaction which expense shall not exceed \$50.00. No charge shall be made in connection with an extension or renewal of a lease.

5. Mortgages. Mortgages of Parcels shall be subject to the following: No Unit Owner may mortgage his Condominium Parcel or any interest therein without the approval of the Association, except to an Institutional Mortgagee and except on a sale of the Parcel, pursuant to the Declaration, where the seller takes back a purchase money mortgage. The approval of any other mortgage may be granted upon conditions determined by the Association or may be arbitrarily withheld.

6. The provisions of paragraphs 1(b), 1(c), 2. and 5. of this Article shall be inapplicable to any sale, lease, mortgage, transfer or devise to a Unit Owner's spouse or to the children, parents, brothers, or sisters of the Unit Owner or his spouse which transfers shall not require any prior approval of the Association. Upon request and compliance with paragraph 4. of this Article, the Association shall deliver a recordable consent to such related transferee.

### XIII

#### DEVELOPER'S PRIVILEGES

1. Amendment of Plans. The Developer reserves the right to change the interior arrangement of any or all Units which the Developer owns, to alter the boundaries between any Units it owns, and to alter the boundaries of any

Common Elements abutting any Unit it owns. Such changes shall be effected by the recording of an amendment to the Declaration which contains a survey showing such changes. If such amendment affects more than one Unit, appropriate changes in the sharing of Common Expenses, Common Surplus and the Common Elements appurtenant to such Units shall be noted on the amendment; provided that the effect of such an amendment shall be to give any new Unit which results from the removal of the party wall or walls between one or more Units a percentage share of the Common Elements, Common Expenses and Common Surplus which is equal to the total percentage share which was previously assigned to the original Units which comprise the new Unit. The amendment need be signed and acknowledged only by the Developer and any Institutional Mortgagees holding mortgages on the altered Units and need not be approved by the Association or the Unit Owners.

2. Sale, Lease, or Mortgage. The Developer may sell, lease, or mortgage any Parcel it owns under any terms and to whatever purchasers, tenants and mortgagees it chooses notwithstanding anything contained in Article XII above or anywhere else in this Declaration to the contrary.

3. Business. So long as the Developer owns any Units in the Condominium, the Developer may transact any business on the Condominium Property, necessary or convenient to consummate sales of Units or to develop any additional Phases including, but not limited to, maintaining an office and models, displaying signs, hiring employees, using the Common Elements for parking for prospective Purchasers, and showing the Units. All office and sales equipment belonging to the Developer shall remain the property of the Developer and may be removed by Developer at any time.

4. Easements. As long as the Developer has control of the Association, the Developer shall have the right to grant such easements over the Condominium Property to such beneficiaries and for such time as it determines in its sole discretion to be of benefit to the Condominium or to the Developer, and thereafter the Association shall be empowered to grant such easements on behalf of its members. During the period of time the Developer has the right to grant the foregoing easements, the consent and approval of the Association and its members shall not be required. The foregoing easements may be granted only if they do not structurally weaken the improvements upon the Condominium Property or unreasonably interfere with the enjoyment of the Condominium Property by the Unit Owners.

5. Scrivener's Errors. The Developer may amend this Declaration to correct scrivener's errors without obtaining the Association's consent.

The provisions of this Article shall apply notwithstanding anything to the contrary contained elsewhere in this Declaration.

#### XIV

#### MORTGAGEE PRIVILEGES

1. Liens on Mortgaged Units. Where an Institutional First Mortgagee obtains title to a Condominium Parcel as a result of foreclosure or acceptance of a Deed in lieu of foreclosure, such Institutional Mortgagee, its successors and assigns shall not be liable for Assessments pertaining to such Condominium Parcel which became due prior to the acquisition of title unless such Assessments are secured by a claim of lien which was recorded prior to the recording of such mortgage. Such unpaid Assessments shall become Common Expenses collectible from all of the Unit Owners, including such acquirer, its successor and assigns.



2. Sale, Lease or Mortgage of Units. An Institutional First Mortgagee holding a mortgage on a Condominium Parcel who becomes an owner of that Parcel through foreclosure or by Deed in lieu of foreclosure, or whomsoever shall become the acquirer of title at the foreclosure sale of an Institutional First Mortgage or the lien for Common Expenses, shall have the unqualified right to sell, lease or otherwise transfer said Parcel and/or to mortgage said Parcel without prior offer to or approval of the Board of Administration.

3. Priority. The lien of an Institutional Mortgage shall have priority over the Association's lien for Assessment.

4. Mortgagee's Option. Institutional First Mortgagees may pay any charges which are in default and which may or have become a charge against any Condominium Property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for the Condominium Property. Any Institutional First Mortgagee making such payment shall be entitled to an immediate reimbursement therefore from the Association, and to the extent of the monies so advanced, said Mortgagee shall be subrogated to the assessment and lien rights of the Association against the Unit Owners for the payment of such item of Common Expense.

5. Developer's Exemptions. Any provision of this Declaration granting exemptions to the Developer from the terms or restrictions hereof, or granting any special rights, shall likewise apply to any Institutional First Mortgagee who becomes either the successor in title to the Developer or acquires title to all or any unsold Units by way of foreclosure, deed in lieu thereof, or otherwise.

6. Financial Statements. Any holder, insurer or guarantor of a first mortgage upon a Unit or Parcel shall be entitled, upon written request to an audited financial statement for the immediately preceding fiscal year at no cost to the requesting party. Such statement shall be furnished within a reasonable period of time following such request.

7. Notice of Action. Upon written request to the Association, the mortgagee, holder, insurer or guarantor of a mortgage on any Parcel shall be entitled to written notice of:

a. Any condemnation loss or casualty loss which affects a material portion of the Condominium or which affects the Units upon which such party's mortgage is a lien (hereinafter the "Mortgaged Unit");

b. Any delinquency of at least sixty (60) days in the payment of Assessments on the Mortgaged Unit;

c. Any lapse, cancellation or material modification of any insurance policies or fidelity bond maintained by the Association; and

d. Any proposed action for which the Declaration or any exhibits hereto require the consent of a specified percentage of mortgagees.

The provisions of this Article shall apply notwithstanding to anything the contrary contained elsewhere in this Declaration.

## XV

### EASEMENTS

1. To and From Condominium Property. The Developer, by the signing of this Declaration, hereby grants to the Unit Owners, their families, guests and employees, as part of the Common Elements and to governmental agencies and utility companies which service the Condominium Property, a non-exclusive easement for ingress and egress over such streets, walks and such other parts of the Condominium Property as are from time to time used as rights-of-way or which are necessary to provide reasonable access to and from the Units, the Common Elements and the public ways and to provide governmental services to and to maintain and install public utility service to the Condominium Property.

2. Connection with Utilities. The Developer reserves the right to connect with and make use of the utility lines, wires, conduits, sewers and drainage lines which from time to time may be in or along the streets and roads on the Condominium Property.

3. Phase Development. The Developer reserves for itself an easement through, over, under and across the Condominium Property to complete its work in developing all of the property which may ultimately be included in the Condominium.

4. Other Owners of Phase Land. It is possible that the Developer may not acquire all or part of the land on which Phases II, III and IV are proposed to be built. Therefore, the Developer has granted to the owners of such land an easement over the Condominium Property to enable water, sewer and utility service to be provided to their land and over the roadways on the Condominium Property for ingress and egress to their land.

5. Other Uses. In the event the Developer constructs other Condominiums not connected with Winding Lake at Welleby, single family homes, rental buildings or any other use approved by governmental authority on the land presently proposed for Phases II, III and/or IV, the tenants in those buildings will have an ingress and egress easement over the Condominium Property and will be entitled to use the recreational facilities located on the Condominium Property; similarly, the Unit Owners will be entitled to use the recreational facilities constructed on such land and will have an ingress and egress easement to provide access to and from such facilities. The uses provided for herein are in return for the respective using parties' payment of their proportionate part of the maintenance, replacement and repair of the recreational facilities and access routes which they are entitled to use. Such payment and rights of use shall be in accordance with the Easement and Joint Use Agreement, a copy of which is attached hereto as Exhibit "I".

#### XVI

#### TITLE

The real property submitted to condominium ownership herewith shall be conveyed subject to the following:

- (a) Conditions, limitations, easements, restrictions and reservations of record.
- (b) Real Estate Taxes for the year of conveyance and subsequent years.
- (c) Applicable zoning ordinances now existing or which may hereafter exist.
- (d) Easements for ingress and egress for pedestrian and vehicular purposes.
- (e) Easements for utility service and drainage now existing or hereafter granted by the Developer for the benefit of such persons as the Developer designates.
- (f) This Declaration of Condominium and all Exhibits attached hereto.
- (g) The Declaration of Protective Covenants and Restrictions for Welleby.
- (h) Easement Agreements referred to in Article XV, Sections 4 and 5.
- (i) That certain Public Service Fee imposed by the City of Sunrise, a Municipal Corporation, through Ordinance Number 169-A.

XVII

NO EXPRESS OR IMPLIED WARRANTIES

Other than those warranties specifically required under the Condominium Act, the Developer gives no express or implied warranties to any Unit Owner or to any other person or entity.

XVIII

TERMINATION

The Condominium Property may be removed from the provisions of the Condominium Act and the Condominium thereby terminated when ninety (90%) percent of the Unit Owners, the holders of all recorded liens which encumber any Condominium Property, and the Developer if it owns any Units, consent thereto in a written instrument to that effect.

XIX

METHOD OF AMENDMENT OF DECLARATION

1. This Declaration may be amended at any regular or special meeting of the Unit Owners called for that purpose in accordance with the By-Laws. Amendments must be approved by a vote of sixty-seven percent (67%) of the Voting Members present at such meeting. Such amendment shall be evidenced by a Certificate of the Association executed with the formalities of a Deed and shall include the recording data identifying this Declaration. The Certificate shall become effective upon its being recorded in the Public Records of Broward County, Florida.

2. No amendment shall materially change the configuration or size of any Unit, its undivided share of the Common Elements, its proportionate share of Common Expense or Common Surplus, its voting rights, nor shall any amendment materially alter or modify the appurtenances to any Unit, unless the affected Unit Owners and all record holders of liens thereon shall join in the execution of the amendment, and provided further that said amendment shall be voted on, and evidenced and recorded in the same manner as all other amendments to this Declaration.

3. Without the written approval of mortgagees or record whose mortgages encumber at least fifty-one percent (51%) of the Units, no amendment shall affect Assessments, Assessment liens or subordination of such liens; reserves for maintenance, repair and replacement of the Common Areas; insurance or fidelity bonds secured by the Association; maintenance and repair of the Condominium Property; the leasing of Units; or the imposition or removal of a first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey his Unit.

4. No amendment which in any manner changes the rights and privileges of the Developer shall be valid without the Developer's written approval.

5. No amendment which shall in any manner impair the security of any Institutional Mortgagee shall be valid without the written approval of all affected Institutional Mortgagees of record.

XX

PHASES

1. General. The Developer shall be entitled (but in no way obligated) to expand the Condominium by adding up to three (3) additional Phases (herein referred to as a "Phase" or "Phases") in conformity with this Article. The land submitted to Condominium Ownership by this Declaration is Phase I. The additional Phases, if added, will be called Phases II, III and IV, respectively.

2. Location. Proposed legal descriptions of Phases II through IV appear on Exhibits F through H and proposed surveys and plot plans of Phases II through IV appear on Exhibit B.

3. Timing. The Phases must be added, if at all, as follows: each Phase will be added within three (3) years of the date the Developer no longer holds any Unit in the previously submitted Phase for sale to customers in the ordinary course of business. The foregoing deadlines are subject to extensions for construction delays due to governmental delay in obtaining required approvals, strikes, the inability to obtain necessary materials or any other factor beyond the Developer's control.

4. Notice. By certified mail sent to their last known address, the Developer shall notify Unit Owners of existing Units of the commencement of, or the decision not to add one or more of the Phases.

5. Addition. Each new Phase shall be added by the filing of an amendment to this Declaration submitting the lands so added to Condominium Ownership hereunder. Such an amendment shall be executed only by the Developer notwithstanding the requirements of Article XIX. All future construction shall be of a quality at least equal to that of Phase I.

6. Number and Size of Units. The Phases may contain the following number and types of Units:

Phase I: Three 12 Unit buildings; Eight 8 Unit buildings

Phase II: Fifteen 8 Unit buildings

Phase III: Five 8 Unit buildings; Three 12 Unit buildings,  
One 20 Unit buildings

Phase IV: Thirteen 8 Unit buildings.

Although the Developer plans to have each Unit contain two (2) bedrooms and two (2) bathrooms, the Developer reserves the right to have any or all of the eight (8) Unit buildings contain all or one (1) bedroom one (1) bathroom Units. When this Declaration is recorded in the Public Records of Broward County, Florida, the surveys and plot plans will show the buildings actually constructed in Phase I. Similarly, if any additional Phase is added, the Amendment to this Declaration which adds such Phase will show the actual buildings to be included in that Phase.

The proposed floor plans for Units in all proposed additional Phases the same as the proposed floor plans for Phase I.

7. Common Elements, Common Expenses and Common Surplus. Each Unit will always have the same share of the Common Elements and Common Surplus and the same ownership interest in the Common Expenses as every other Unit in accordance with Exhibit C hereto. The Units which have been submitted to Condominium Ownership under this Declaration and any amendments hereto will, at all times, own one hundred percent (100%) of the Common Elements and Common Surplus and be responsible for one hundred percent (100%) of the Common Expenses. Units in added Phases will be liable for Assessments beginning when the first Unit in such Phase is transferred to a purchaser other than the Developer.

8. Membership and Voting Rights. Each Unit in each Phase shall have one (1) vote at Association Members' meetings. Voting rights for a Phase shall commence when the Phase is added to the Condominium.

9. Additional Recreational Facilities. The pool and cabana area described and depicted on Exhibit B are part of Phase I and are part of the Common Elements to be shared by all Unit Owners. If Phase II is submitted to Condominium ownership and if the Developer sells one hundred and ninety (190) of the two hundred and twenty (220) Units in Phases I and II, the tennis courts shown on Exhibit "B" will be constructed by the Developer. There are no other recreational facilities to be constructed on any of the land designated for Phases I, II, III or IV.

10. No Time Share Estates. No time share estates will be created in any Unit in any Phase unless an amendment to this Declaration providing for time-share estates is added with approval of the Association and the Developer so long as it owns any Units.

11. Absence of Obligation. The Developer is not obligated to develop, to develop in the manner now contemplated and/or if developed to add any Phases to the Condominium. In the event any or all or the additional Phases are added to the Condominium, all Unit Owners hereby consent to all changes which may be required to be made herein or in any of the Exhibits attached hereto (including, but not limited to, changes in applicable percentage shares as set forth in Exhibit C hereto) by reason of the addition of any subsequent Phase hereto or changes in the design and/or plan for any Phase which is added to the Condominium, and all such changes will be set forth in amendments to this Declaration which need be executed only by the Developer.

## XXI

### FINES

1. Compliance. Every Unit Owner and his tenants, guests, invitees and agents shall comply with any and all rules and regulations as same exist and as may be adopted in the future by the Board of Administration.

2. Enforcement. Failure to comply with such rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums for damages, injunctive relief or any combination thereof. The Board of Administration shall have the right to suspend voting rights and use of the Common Elements in addition thereto.

3. Fines. In addition to all other remedies, in the sole discretion of the Board of Administration of the Association, a fine or fines may be imposed upon an Unit Owner for failure of an Unit Owner, his tenants, family, guests, invitees or employees, to comply herewith or with any rule or regulation, provided the following procedures adhered to:

a. Notice The Board of Administration shall notify the Unit Owner of the infraction or infractions. Included in the Notice shall be the date and time of a special meeting of the Board of Administration at which time the Unit Owner shall present reasons why penalties should not be imposed. At least six (6) days written notice of such meeting shall be given.

b. Hearing The facts of non-compliance or violation shall be presented to the Board of Administration after which the Board shall hear reasons why penalties should not be imposed. A written decision of the Board of Administration shall be submitted to the Unit Owner by not later than ten (10) days after the hearing.

c. Penalties The Board of Administration may impose a special assessment or assessments against the Unit owned by the Unit Owner as follows:

1. First non-compliance or violation: a fine not in excess of twenty-five dollars (\$25.00).

2. Second non-compliance or violation: a fine not in excess of fifty dollars (\$50.00).

3. Third and subsequent non-compliance or violation or violations which are of a continuing nature: a fine not in excess of one hundred dollars (\$100.00).

d. Payment of Penalties. Fines shall be paid not later than five days (5) after Notice of the Imposition of same.

e. Collection of Fines. Fines shall be treated as an assessment subject to the provisions for collection of assessments as set forth in Article IX.

f. Non-exclusive Remedy. The fines provided for herein shall not be construed to be an exclusive remedy of the Association, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however any penalty paid by the offending Unit Owner shall be deducted from or offset against any damage which the Association may otherwise be entitled to recover by law.

XXII

MANAGEMENT ASSOCIATION

The Condominium Property is located in an area known as "Welleby" and is subject to the Declaration of Protective Covenants for Welleby, which Declaration provide for the maintenance of a uniform, attractive overall community. The Declaration of Protective Covenants for Welleby creates a Management Association. The Management Association is the entity responsible for maintaining Welleby and the Unit Owners will be responsible, as part of the Common Expenses, for payment of their ratable share of the Management Association expenses. The Management Association may impose a lien on Units for its unpaid assessments.

XXIII

MISCELLANEOUS PROVISIONS

1. All provisions of this Declaration and Exhibits attached hereto, and Amendments thereof shall be construed as covenants running with the land, and of every part thereof and therein, including, but not limited to, every Unit and the appurtenances thereto.

2. All Unit Owners, their heirs, executors, administrators, successors, assigns, guests, invitees and employees shall be bound by all of the provisions of this Declaration and Exhibits annexed hereto and any amendment hereof.

3. If any provisions of this Declaration, or of any of the Exhibits attached hereto is held invalid, the validity of the remainder of this Declaration and of the Exhibits attached hereto shall not be affected thereby.

4. All Exhibits annexed hereto are hereby incorporated herein by reference.

5. Unless the context otherwise requires, when used herein the masculine shall include the feminine and the neuter, the singular shall include the plural and the plural shall include the singular.

6. The Unit Owners hereby appoint the Developer as their attorney-in-fact to execute any documents required by any governmental agency for the completion of the Improvements on the Condominium Property.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed this 5 day of *April*, 1982.

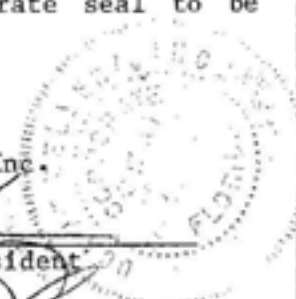
Signed, sealed and delivered  
in the presence of:

*[Handwritten signatures]*

DCA at Welleby, Inc.

By: *[Signature]*  
Eric Levin, President

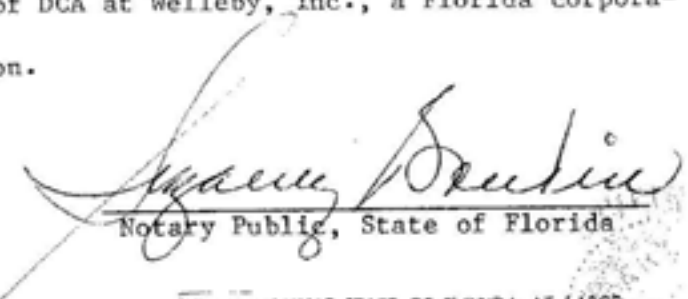
Attest: *[Signature]*  
Luis Clark, Secretary



REC 10154 PAGE 695

STATE OF FLORIDA )  
COUNTY OF BROWARD) ss:

The foregoing Declaration of Condominium was acknowledged before me this  
5 day of *April*, 1982, by Eric Levin and Luis Clark, as President and Secretary, respectively of DCA at Welleby, Inc., a Florida corporation, on behalf of said corporation.

  
Notary Public, State of Florida

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAR 7 1985  
BONDED THRU GENERAL INS. UNDERWRITERS

Legal Description of Phase I

A portion of Parcel "13 B", "WELLEBY N.W. QUADRANT", according to the plat thereof, as recorded in Plat Book 110, Page 48, of the Public Records of Broward County, Florida, more particularly described as follows:

COMMENCE at the Southeast corner of said plat; thence South  $88^{\circ} 55' 02''$  West along the southerly boundary of said plat, 324.63 feet to the POINT OF BEGINNING; thence South  $88^{\circ} 55' 02''$  West, 760.31 feet; thence North  $01^{\circ} 04' 58''$  West, 77.89 feet; thence South  $89^{\circ} 22' 45''$  West, 274.99 feet; thence North  $00^{\circ} 37' 15''$  West, 276.33 feet; thence North  $89^{\circ} 22' 45''$  East, 46.65 feet; thence North  $00^{\circ} 37' 15''$  West, 159.67 feet; thence North  $89^{\circ} 22' 45''$  East, 135.57 feet; thence South  $08^{\circ} 40' 56''$  East, 322.04 feet; thence North  $88^{\circ} 55' 02''$  East, 106.50 feet; thence South  $52^{\circ} 13' 22''$  East, 137.26 feet; thence North  $68^{\circ} 43' 58''$  East, 293.90 feet; thence North  $01^{\circ} 04' 58''$  West, 89.30 feet; thence North  $88^{\circ} 55' 02''$  East, 506.01 feet; thence South  $01^{\circ} 04' 58''$  East, 93.29 feet; thence South  $41^{\circ} 14' 45''$  West, 279.59 feet to the POINT OF BEGINNING.

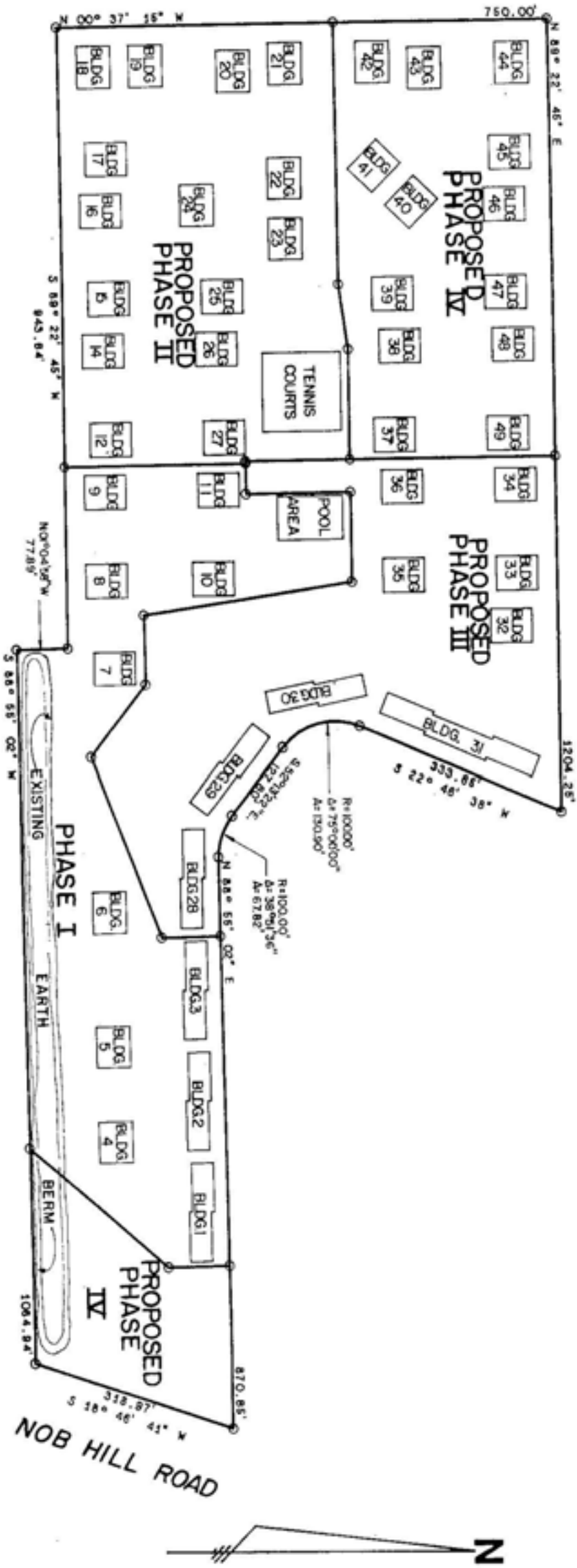
Said lands lying in the City of Sunrise, Broward County, Florida, containing 6.76 acres more or less.

Prepared by:  
Craig A. Smith & Associates  
Engineers & Surveyors  
3300 University Drive  
Coral Springs, Florida 33065  
Project No. 81-009  
September 4, 1981

OFF  
REC 10154  
PAGE 697



# WINDING LAKE AT WELLEBY, A CONDOMINIUM PROPERTY PLAN



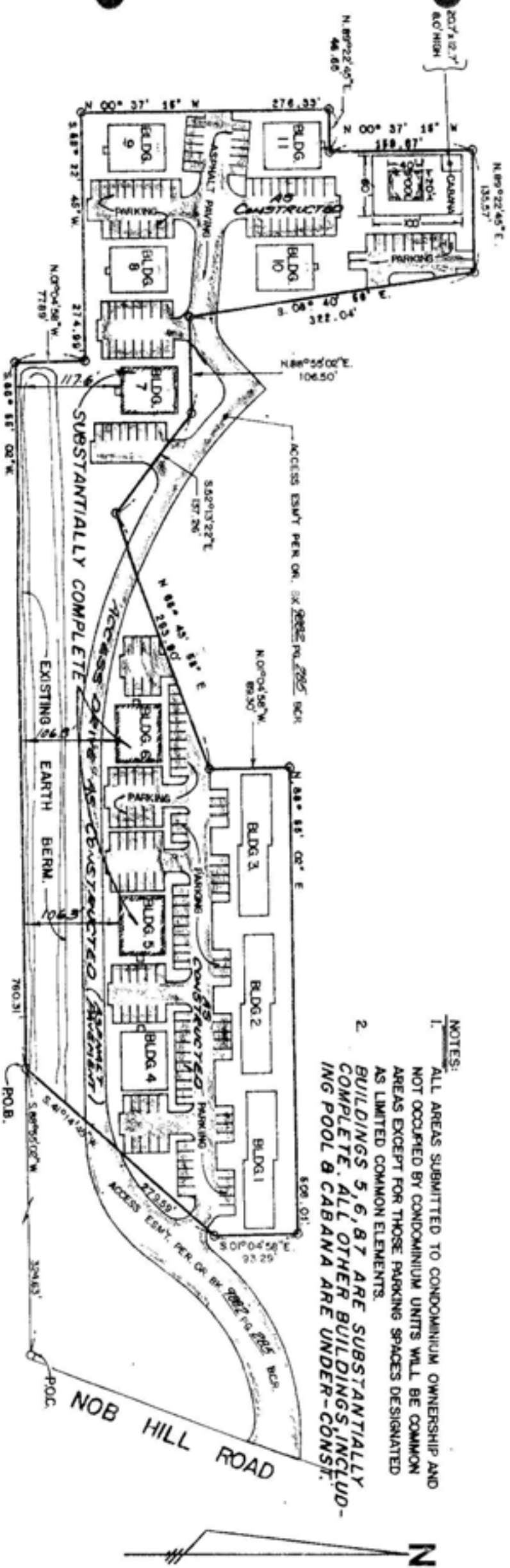
PREPARED BY: CRAIG A. SMITH & ASSOCIATES, CONSULTING ENGINEERS & SURVEYORS, CORAL SPRINGS, FLORIDA. DATE: OCTOBER, 1991.

EXHIBIT "B"  
SHEET 2 OF 39 SHEETS

PROJECT NO. 81-009

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

## PHASE I



- NOTES:
1. ALL AREAS SUBMITTED TO CONDOMINIUM OWNERSHIP AND NOT OCCUPIED BY CONDOMINIUM UNITS WILL BE COMMON AREAS EXCEPT FOR THOSE PARKING SPACES DESIGNATED AS LIMITED COMMON ELEMENTS.
  2. BUILDINGS 5, 6, 8, 7 ARE SUBSTANTIALLY COMPLETE. ALL OTHER BUILDINGS INCLUDING POOL & CABANA ARE UNDER-CONSTRUCTION.



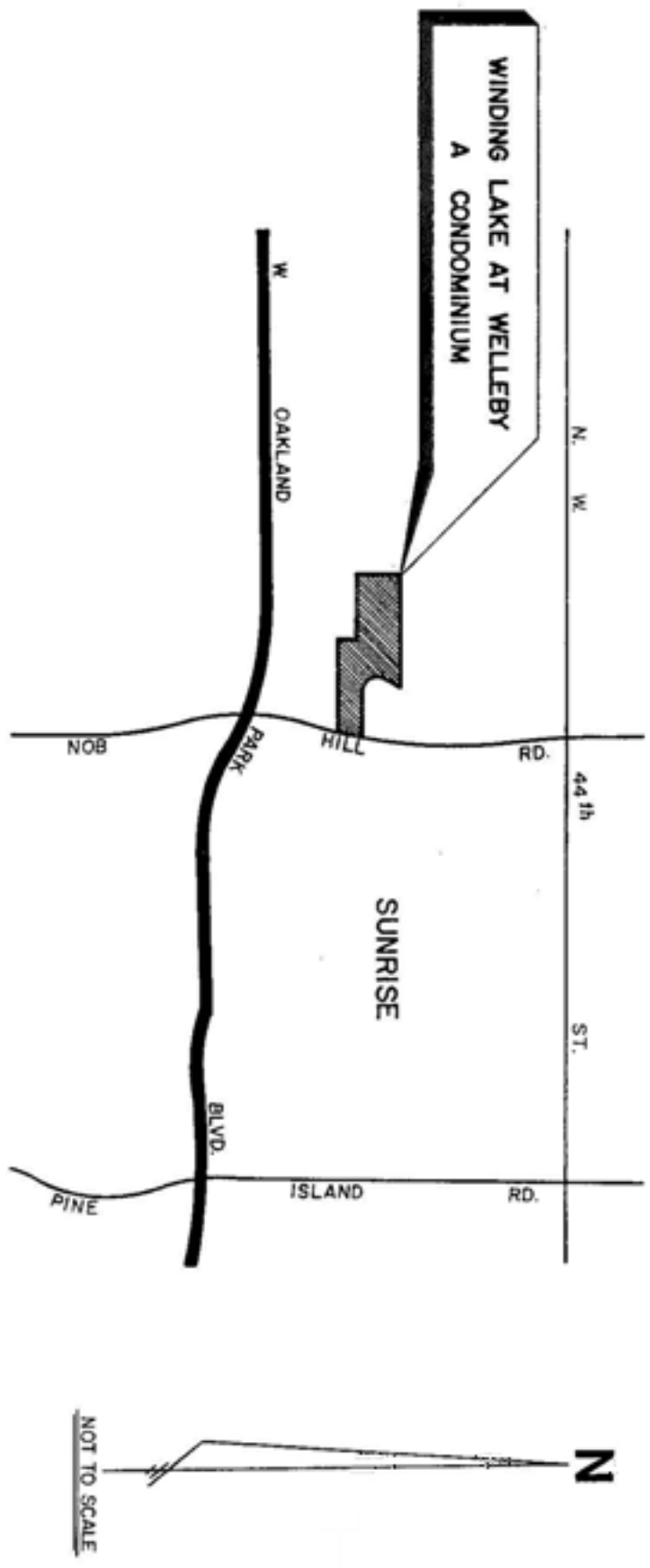
FINAL SURVEY - BLDGS. 5, 6, and 7 4 - - 82

PREPARED BY: CRAIG A. SMITH & ASSOCIATES, CONSULTING ENGINEERS & SURVEYORS, CORAL SPRINGS, FLORIDA. DATE: OCTOBER, 1981.

EXHIBIT "B"  
SHEET 4 OF 39 SHEETS

PROJECT NO. 81-009

# WINDING LAKE AT WELLEBY, A CONDOMINIUM



## LOCATION MAP

PREPARED BY:  
**CRAIG A. SMITH & ASSOCIATES**  
 CONSULTING ENGINEERS & SURVEYORS  
 CORAL SPRINGS, FLORIDA

EXHIBIT B  
 SHEET 1 OF 39 SHEETS


PROJECT NO. BR-009


SURVEYOR'S CERTIFICATE

I, FREDERICK E. CONROD, III, HEREBY CERTIFY THAT:

1. I AM A DULY REGISTERED LAND SURVEYOR AUTHORIZED TO PRACTICE IN THIS STATE, UNDER THE LAWS OF THE STATE OF FLORIDA, BEING PROFESSIONAL LAND SURVEYOR No. 2816.
2. THE CONSTRUCTION OF IMPROVEMENTS WHICH COMPRISE WINDING LAKE AT WELLEBY, A CONDOMINIUM, BUILDINGS 5, 6 AND 7, PHASE I, ARE SUBSTANTIALLY COMPLETE, SO THAT THE MATERIALS WHICH COMPRISE THIS EXHIBIT " " TO THE DECLARATION OF CONDOMINIUM OF WINDING LAKE AT WELLEBY, A CONDOMINIUM, TOGETHER WITH THE PROVISIONS OF SAID DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF SAID IMPROVEMENTS AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND OF EACH APARTMENT CAN BE DETERMINED FROM SAID MATERIALS.
3. AS TO THE ABOVE NUMBERED COMPLETED BUILDINGS ALL PLANNED IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES (WHERE APPLICABLE), AND ACCESS TO THE UNIT, AND COMMON ELEMENT FACILITIES SERVING THE BUILDINGS HAVE BEEN SUBSTANTIALLY COMPLETED.

CERTIFIED THIS 26 DAY OF APRIL, 1982

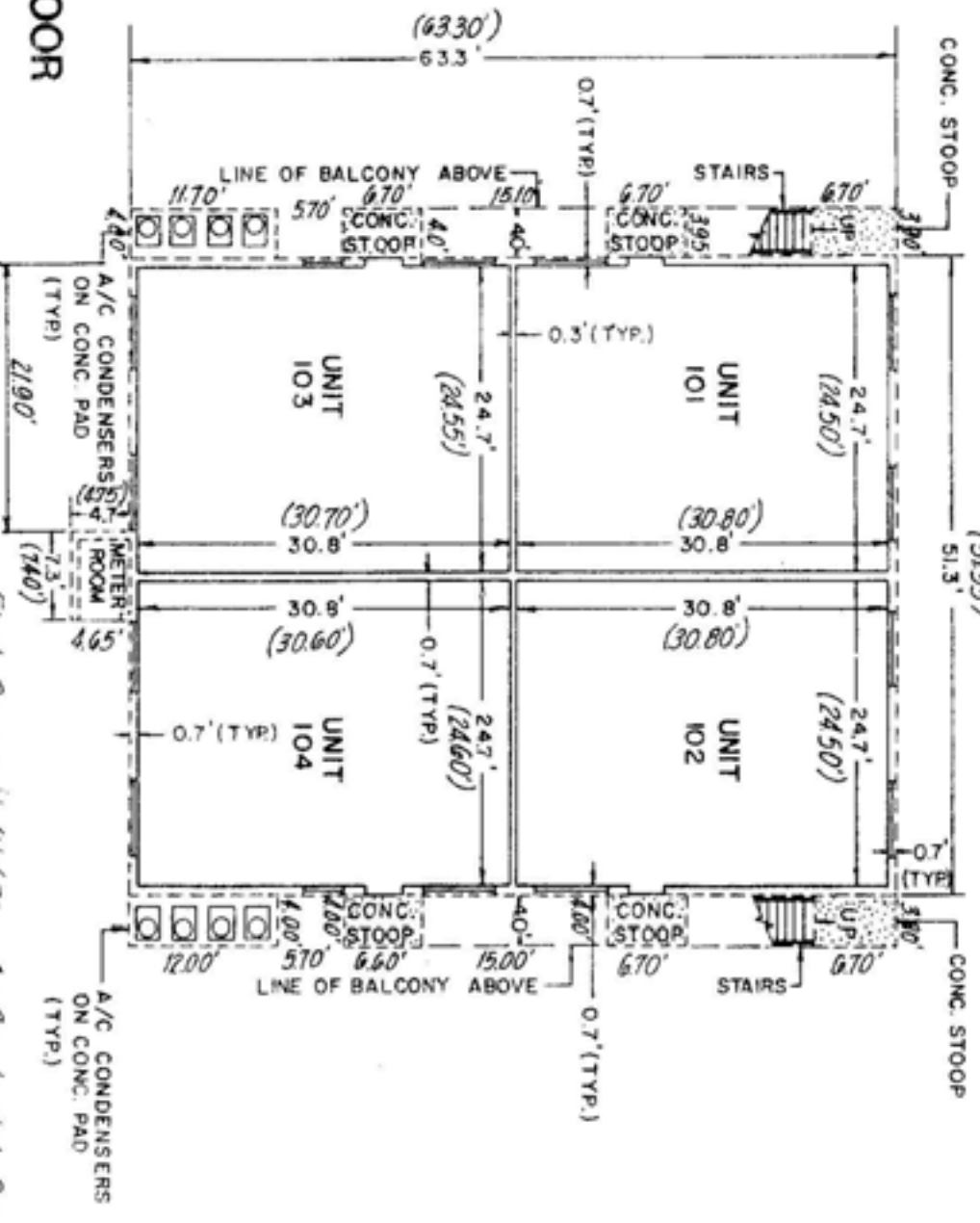
  
FREDERICK E. CONROD, III.  
PROFESSIONAL LAND SURVEYOR  
STATE OF FLORIDA No. 2816



# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING 5  
(2 BEDROOM OPTION)

1st FLOOR



AS-CONSTRUCTED UPPER LIMITS OF APARTMENT = 18.80'  
APARTMENT = 10.71'  
AS-CONSTRUCTED LOWER LIMITS OF APARTMENT = 10.50'

PROPOSED UPPER LIMITS OF APARTMENT 18.58  
PROPOSED LOWER LIMITS OF APARTMENT 10.50

NOTE:  
UNITS WILL BE IDENTIFIED BY UNIT AND BUILDING NUMBERS.

PREPARED BY:  
**CRAIG A SMITH & ASSOCIATES**  
CONSULTING ENGINEERS & SURVEYORS  
CORAL SPRINGS, FLORIDA.

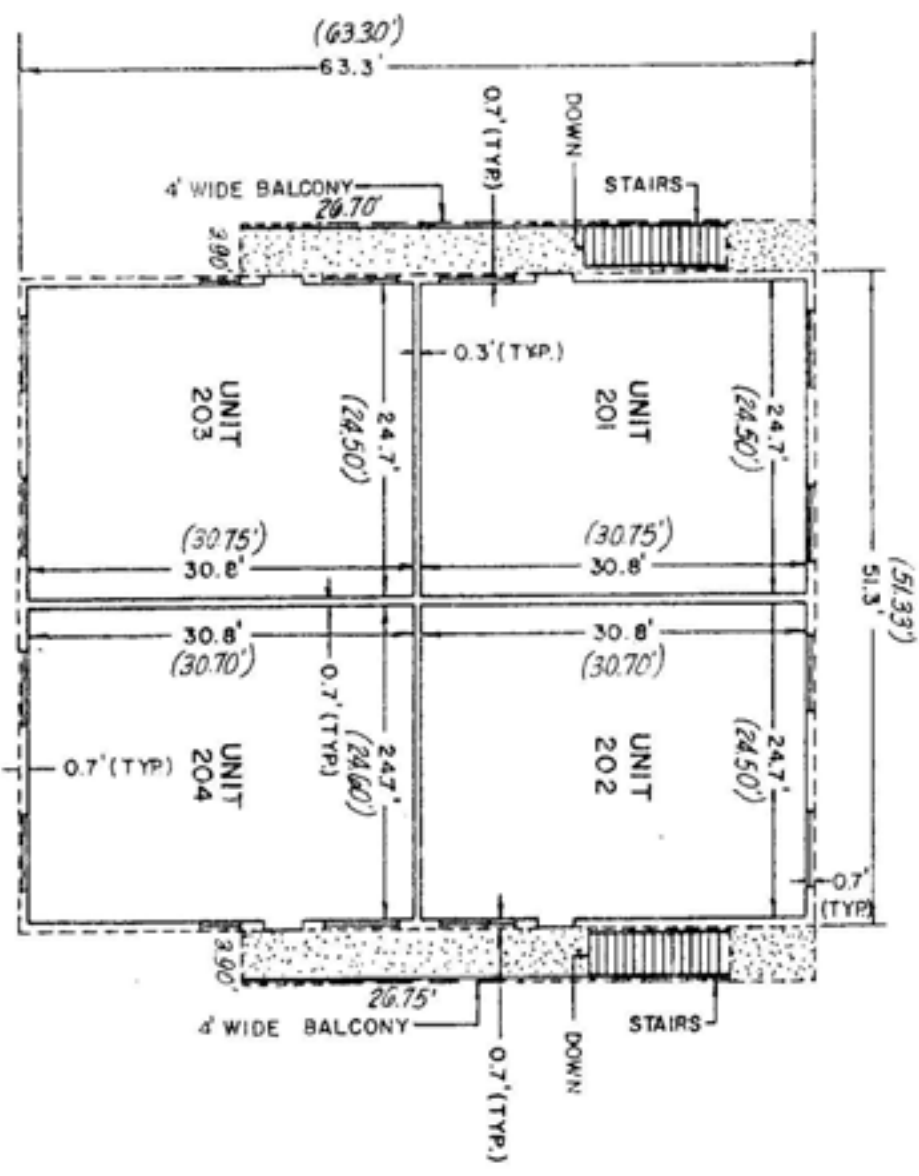
DATE: OCTOBER, 1981

SHEET 5 OF 39 SHEETS  
EXHIBIT "B"

*Final Survey & SWBE As-Constructed Dimensions shown thusly ( )*

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING 5  
(2 BEDROOM OPTION)



AS-CONSTRUCTED UPPER LIMITS OF APARTMENT = 27.54'  
APARTMENT = 19.54'  
AS-CONSTRUCTED LOWER LIMITS OF APARTMENT = 19.29'  
PROPOSED UPPER LIMITS OF APARTMENT 27.46'  
PROPOSED LOWER LIMITS OF APARTMENT 19.29'

NOTE:  
UNITS WILL BE IDENTIFIED BY UNIT AND BUILDING NUMBERS

PREPARED BY:  
**CRAIG A SMITH & ASSOCIATES**  
CONSULTING ENGINEERS & SURVEYORS  
CORAL SPRINGS, FLORIDA.  
DATE: OCTOBER, 1981

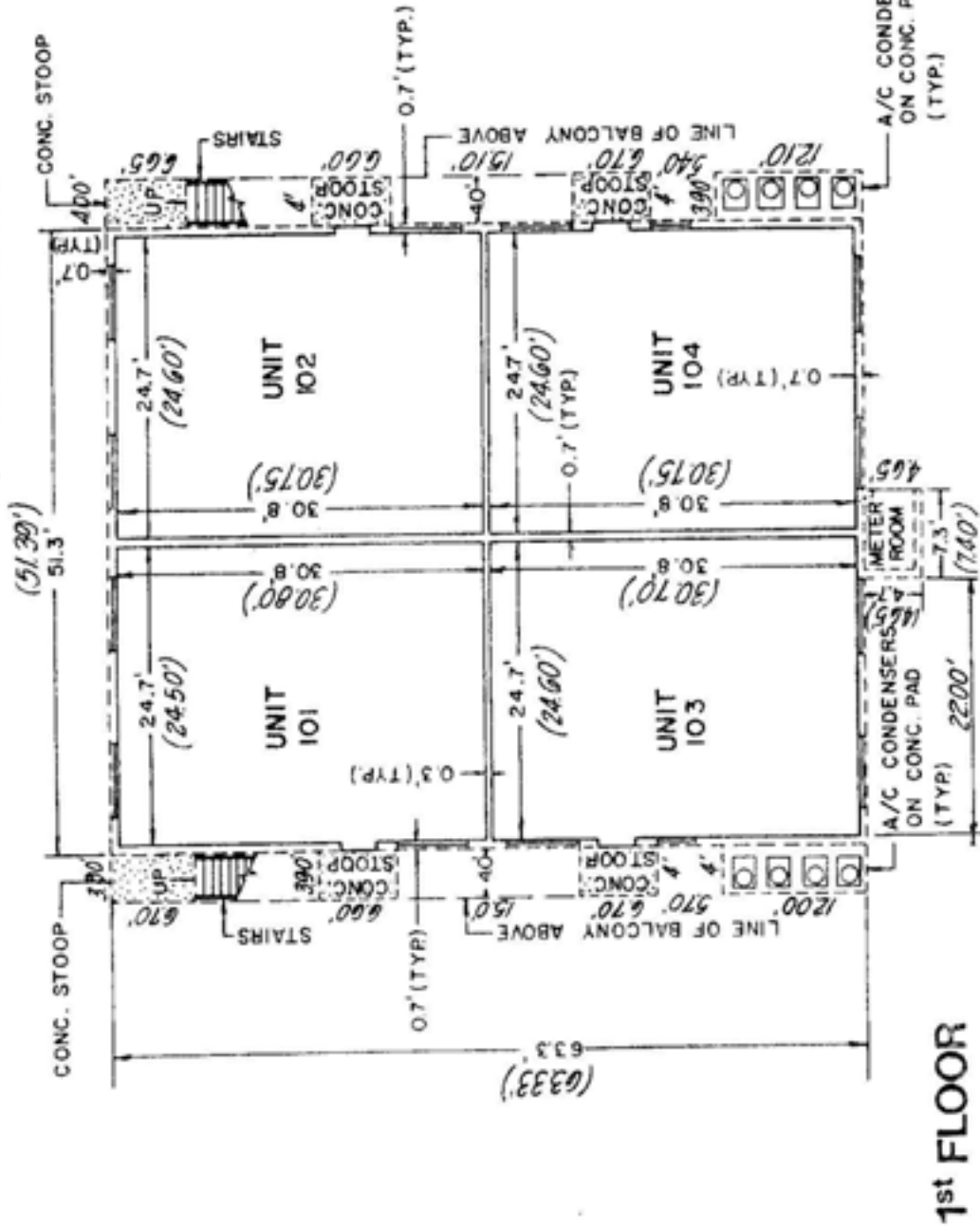
FINAL SURVEY: 12/82, AS-CONSTRUCTED DIMENSIONS SHOWN THUSLY ( )

EXHIBIT 'b'  
SHEET 6 OF 39 SHEETS

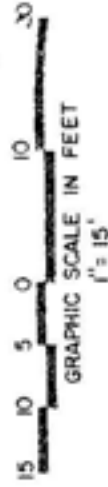
2nd FLOOR

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING 6  
(2 BEDROOM OPTION)



1st FLOOR



A3- CONSTRUCTED UPPER LIMITS OF APARTMENT = 18.55'

A5- CONSTRUCTED LOWER LIMITS OF APARTMENT = 10.50'

PROPOSED UPPER LIMITS OF APARTMENT 18.58  
PROPOSED LOWER LIMITS OF APARTMENT 10.50

NOTE:

UNITS WILL BE IDENTIFIED BY UNIT AND BUILDING NUMBERS.

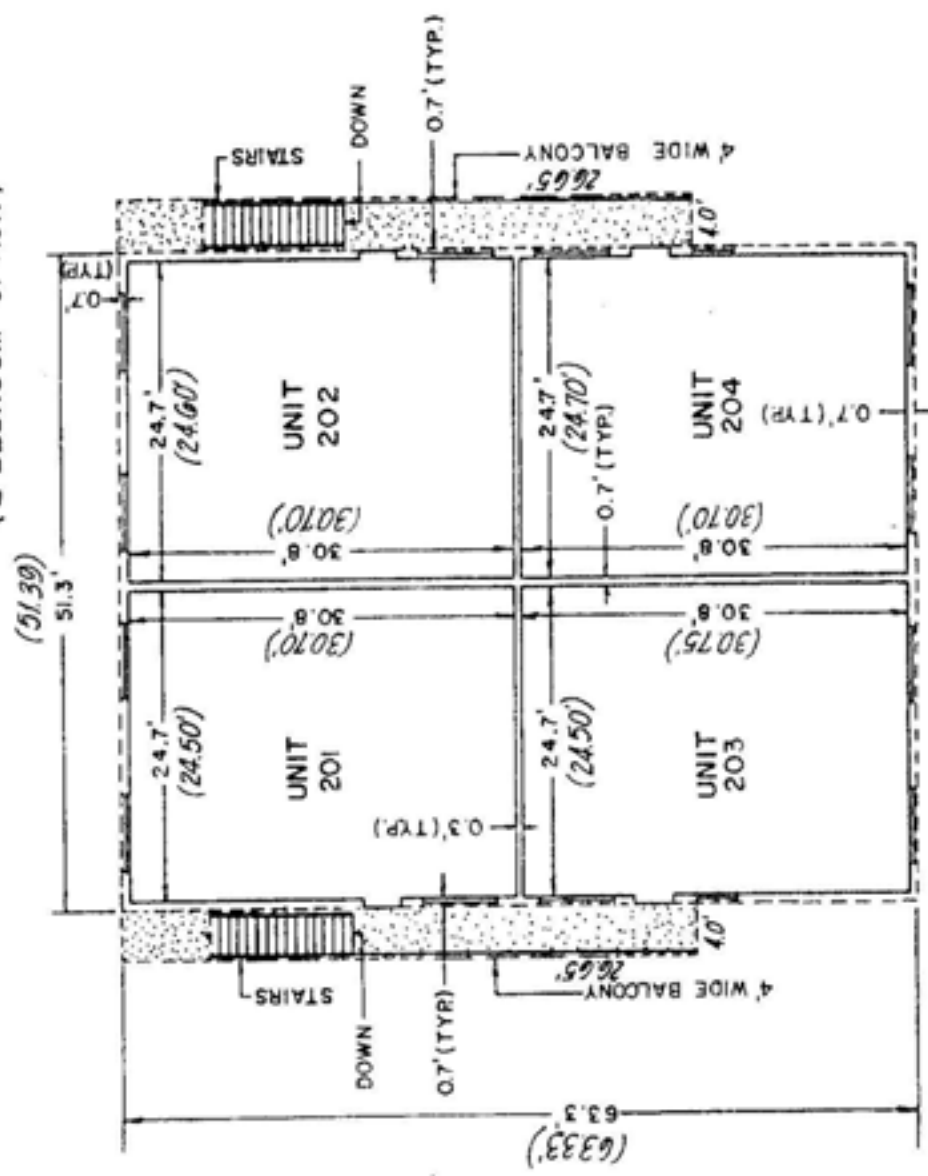
PREPARED BY:  
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CONSULTING ENGINEERS & SURVEYORS  
CORAL SPRINGS, FLORIDA.  
DATE: OCTOBER, 1981  
EXHIBIT "B"

SHEET 7 OF 39 SHEETS

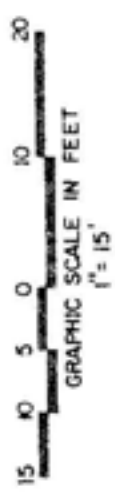
FINAL SURVEY 4/24/82 A5-CONSTRUCTED DIMENSIONS SHOWN THUSLY ( )

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING 6  
(2 BEDROOM OPTION)



2<sup>nd</sup> FLOOR



AS-CONSTRUCTED UPPER LIMITS OF APARTMENT: 27.30

AS CONSTRUCTED UPPER LIMITS OF APARTMENT: 19.30

PROPOSED UPPER LIMITS OF APARTMENT 27.46

PROPOSED LOWER LIMITS OF APARTMENT 19.29

NOTE:

UNITS WILL BE IDENTIFIED BY UNIT AND BUILDING NUMBERS

PREPARED BY:  
**CRAIG A SMITH & ASSOCIATES**  
CONSULTING ENGINEERS & SURVEYORS

CORAL SPRINGS, FLORIDA

DATE: OCTOBER, 1981

EXHIBIT "B"

SHEET 8 OF 39 SHEETS

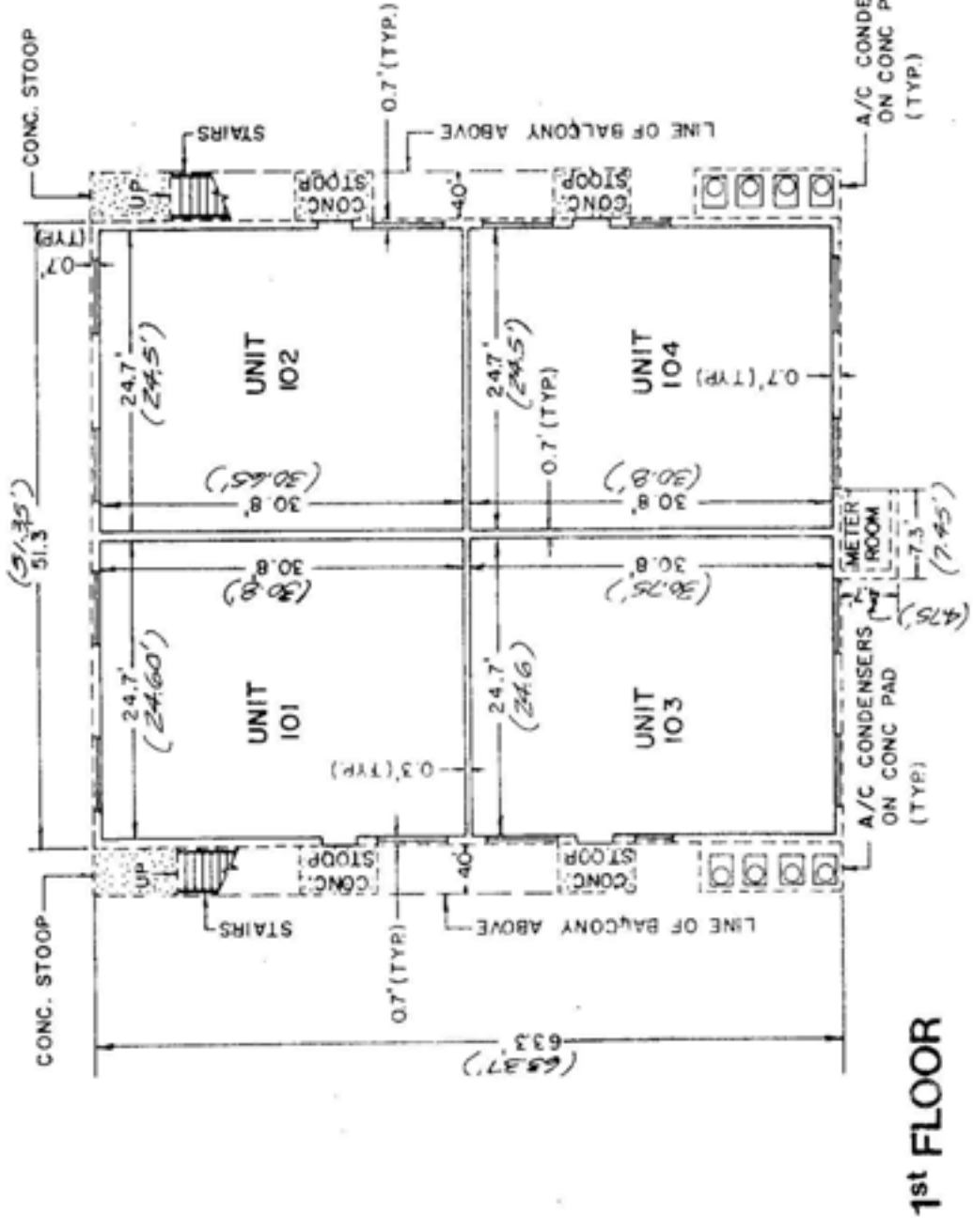
FINAL SURVEY 9/16/82 AS-CONSTRUCTED DIMENSIONS SHOWN THUSLY ( )

PROJECT NO. 81-009

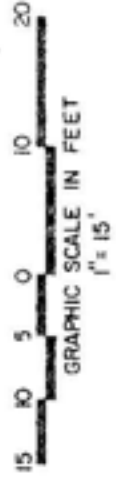


# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING  
7  
(2 BEDROOM OPTION)



**1st FLOOR**



A5- CONSTRUCTED UPPER LIMITS  
OF APARTMENT = 18.86'

A5- CONSTRUCTED LOWER LIMITS  
OF APARTMENT = 10.75'

PROPOSED UPPER LIMITS OF APARTMENT 18.58  
PROPOSED LOWER LIMITS OF APARTMENT 10.50

NOTE:  
UNITS WILL BE IDENTIFIED BY UNIT AND  
BUILDING NUMBERS.

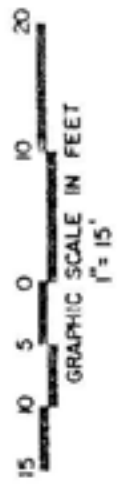
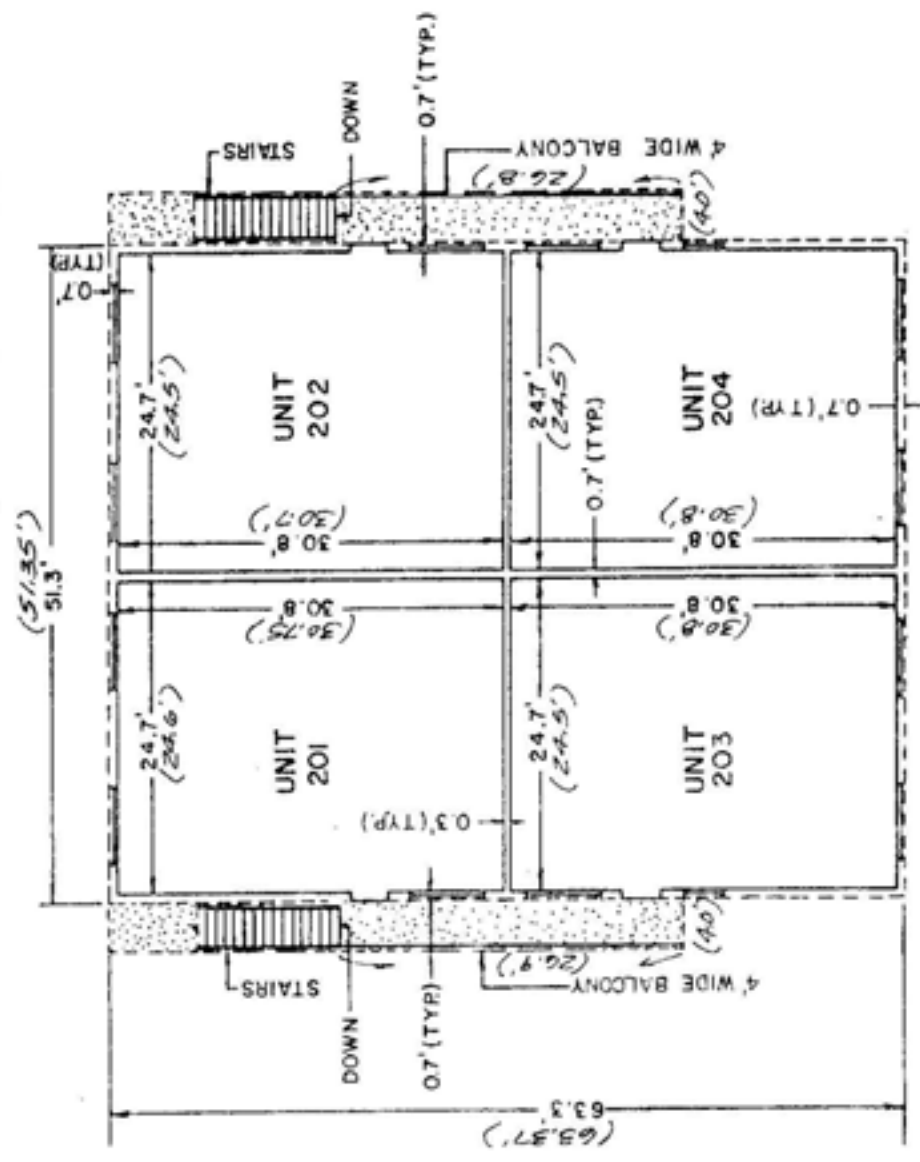
PREPARED BY:  
**CRAIG A. SMITH & ASSOCIATES**  
CONSULTING ENGINEERS & SURVEYORS  
CORAL SPRINGS, FLORIDA.  
DATE: OCTOBER, 1981

EXHIBIT "B"  
SHEET 9 OF 39 SHEETS

FINAL SURVEY 4/24/82 A5-CONSTRUCTED DIMENSIONS SHOWN THUSLY ( )

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING 7  
(2 BEDROOM OPTION)



AS-CONSTRUCTED UPPER LIMITS OF APARTMENT = 27.64'

AS-CONSTRUCTED LOWER LIMITS OF APARTMENT = 19.54'

PROPOSED UPPER LIMITS OF APARTMENT 27.46'

PROPOSED LOWER LIMITS OF APARTMENT 19.29'

**NOTE:**

UNITS WILL BE IDENTIFIED BY UNIT AND BUILDING NUMBERS

PREPARED BY:  
**CRAIG A. SMITH & ASSOCIATES**  
CONSULTING ENGINEERS & SURVEYORS

CORAL SPRINGS, FLORIDA.  
DATE: OCTOBER, 1981

EXHIBIT "B"

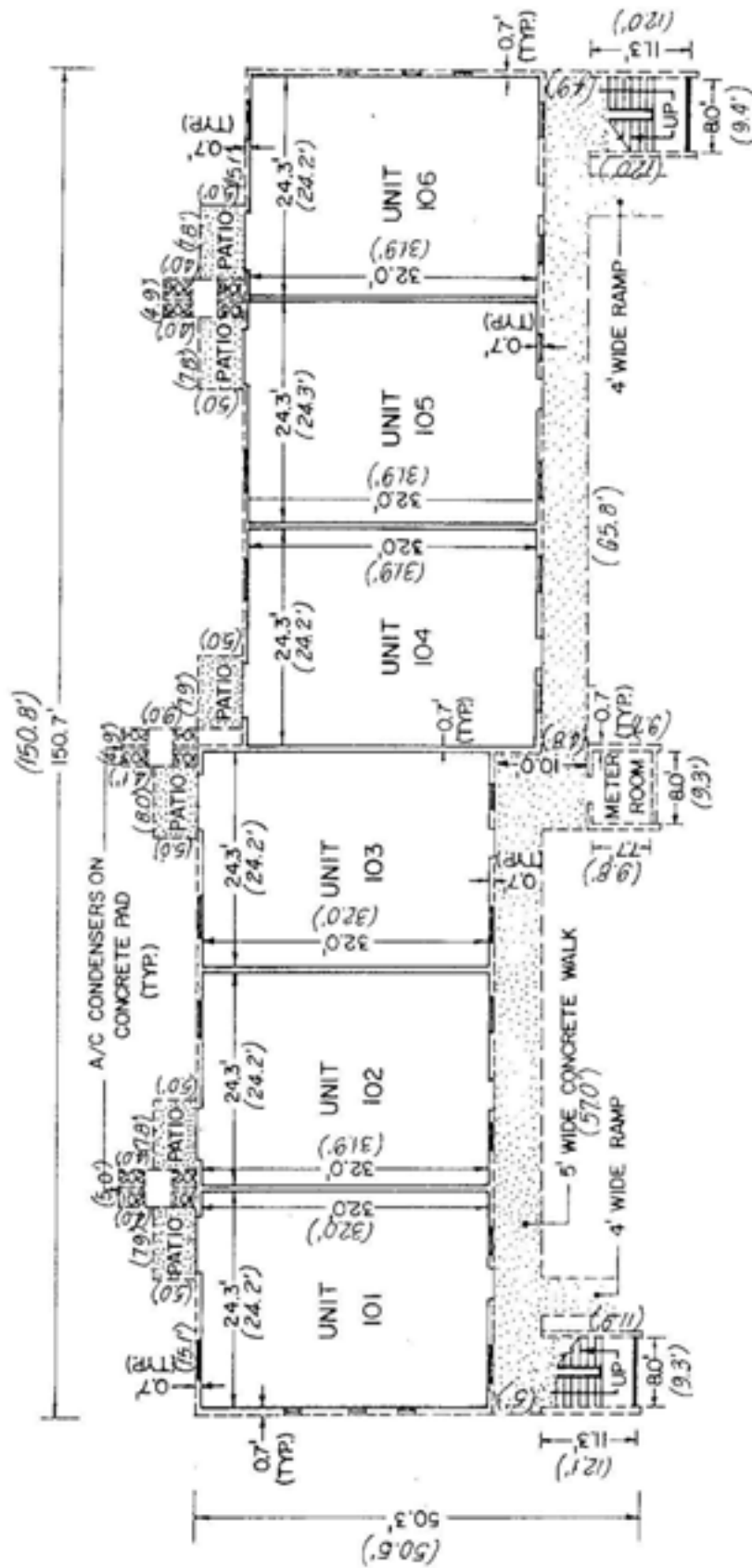
SHEET 10 OF 39 SHEETS

2<sup>ND</sup> FLOOR

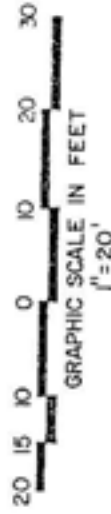
FINAL SURVEY 4/11/02 AS-CONSTRUCTED DIMENSIONS SHOWN THUSLY ( )

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING 1



1st FLOOR



AS CONSTRUCTED UPPER LIMITS  
OF APARTMENT = 18.59'

AS CONSTRUCTED LOWER LIMITS  
OF APARTMENT = 10.45'

PROPOSED UPPER LIMITS OF APARTMENT 18.58  
PROPOSED LOWER LIMITS OF APARTMENT 10.50

NOTE:

UNITS WILL BE IDENTIFIED BY UNIT AND  
BUILDING NUMBERS.

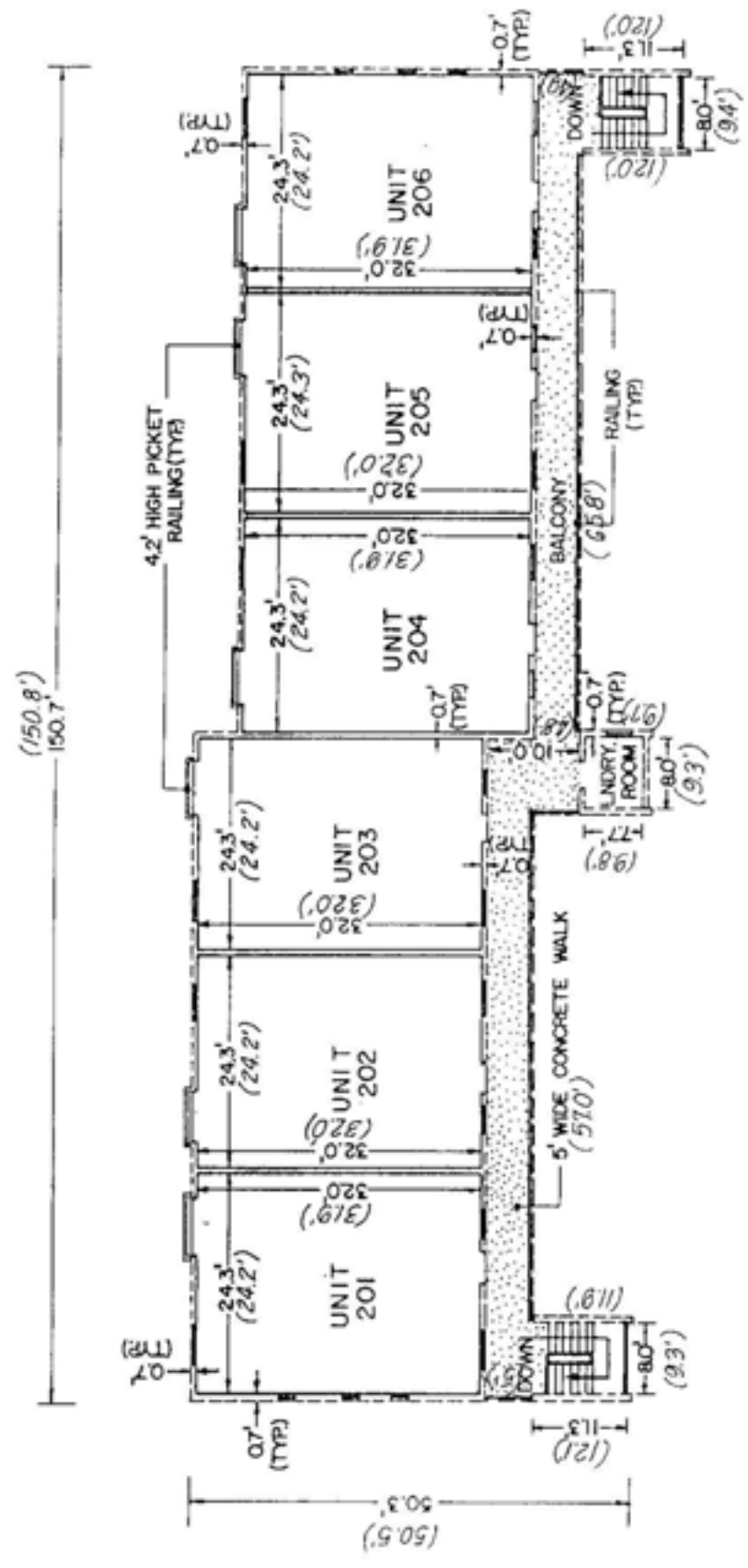
PREPARED BY:  
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CONSULTING ENGINEERS & SURVEYORS  
CORAL SPRINGS, FLORIDA.  
DATE: OCTOBER, 1981.

EXHIBIT "B"  
SHEET 11 OF 39 SHEETS

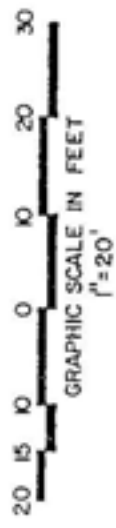
(Under-Construction): 3-16-82 AS CONSTRUCTED DIMENSIONS SHOWN THUSLY ( )

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

## BUILDING I



2nd FLOOR



AS CONSTRUCTED UPPER LIMITS  
OF APARTMENT = 2736

AS CONSTRUCTED LOWER LIMITS  
OF APARTMENT = 19.31

PROPOSED UPPER LIMITS OF APARTMENT 27.41

PROPOSED LOWER LIMITS OF APARTMENT 19.25

NOTE:

UNITS WILL BE IDENTIFIED BY UNIT AND  
BUILDING NUMBERS.

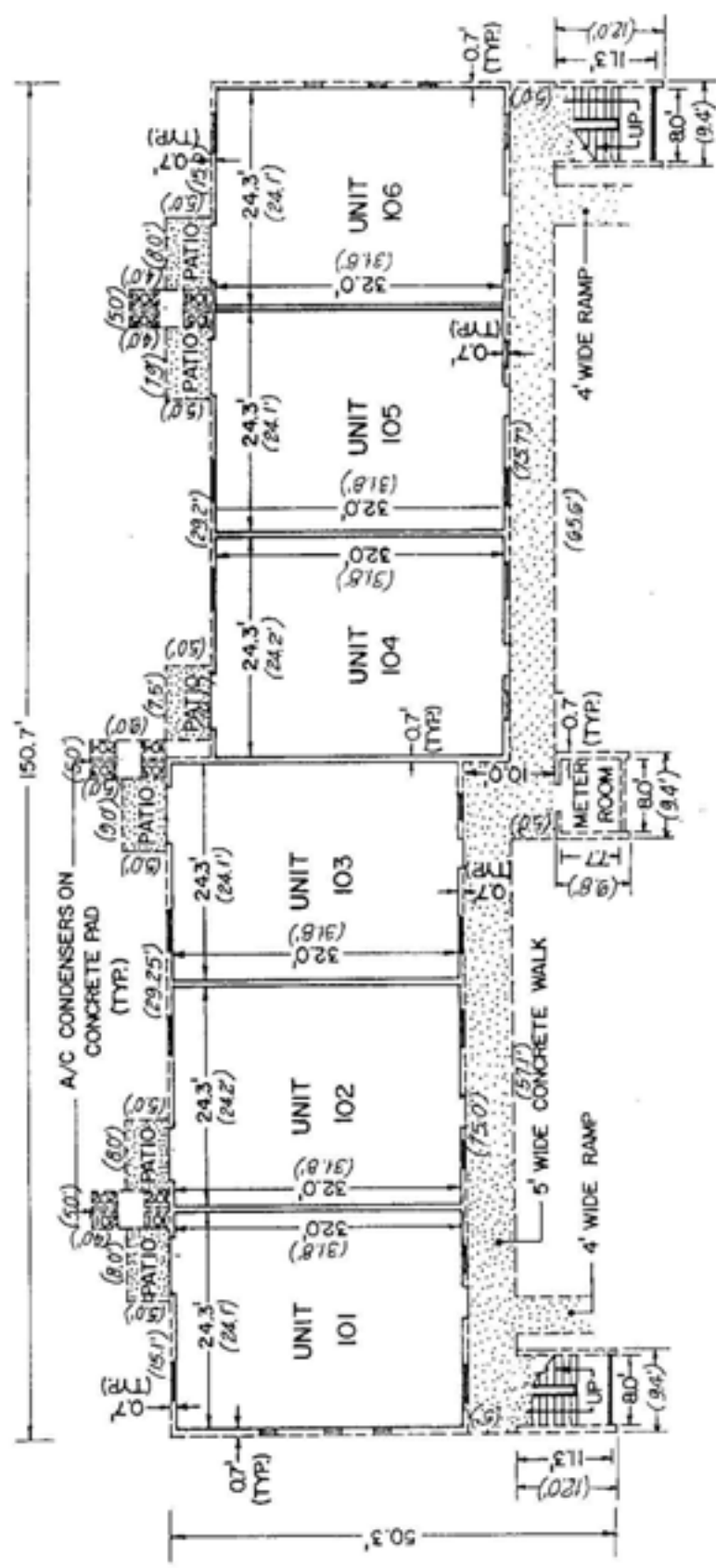
PREPARED BY:  
**CRAIG A SMITH & ASSOCIATES**  
 CONSULTING ENGINEERS & SURVEYORS  
 CORAL SPRINGS, FLORIDA.  
 DATE: OCTOBER, 1981

EXHIBIT "B"  
 SHEET 12 OF 39 SHEETS

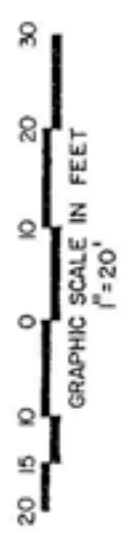
(Under Construction) : 3-16-82 AS CONSTRUCTED DIMENSIONS SHOWN THUSLY ( )

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING 2



1st FLOOR



As-constructed Upper Limits of  
Apartment- 18.58  
As-constructed Lower Limits of  
Apartment- 10.50'

PROPOSED UPPER LIMITS OF APARTMENT 18.58  
PROPOSED LOWER LIMITS OF APARTMENT 10.50

NOTE:  
UNITS WILL BE IDENTIFIED BY UNIT AND  
BUILDING NUMBERS.

PREPARED BY  
**CRAIG A SMITH & ASSOCIATES**  
CONSULTING ENGINEERS & SURVEYORS  
CORAL SPRINGS, FLORIDA.  
DATE: OCTOBER, 1981.

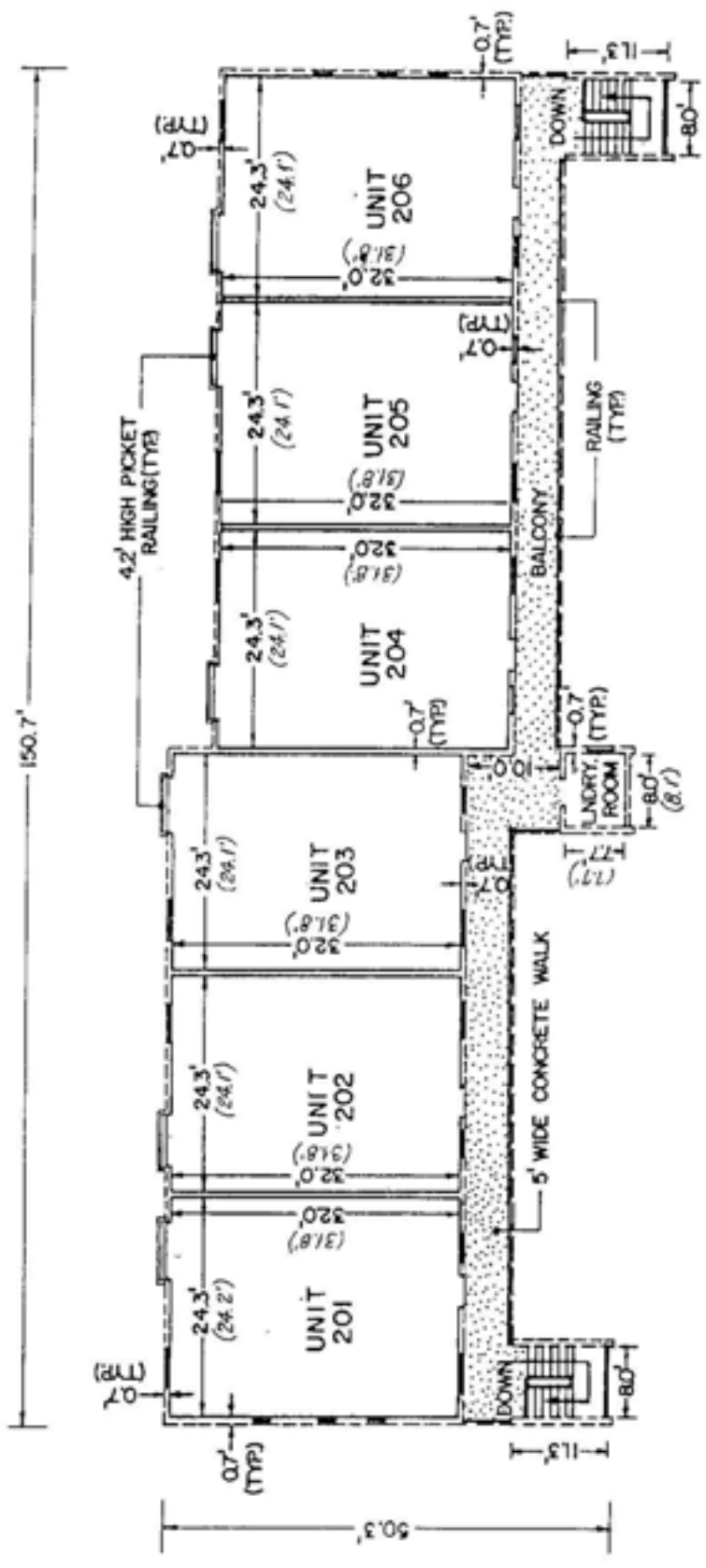
EXHIBIT " B "  
SHEET 13 OF 39 SHEETS

(Under-Construction): 3-31-82 As constructed dimensions shown thusly

PROJECT NO. 81-009

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING 2



*As-Constructed Upper Limits of Apartment = 27.31'*  
*As-Constructed Lower Limits of Apartment = 19.31'*

PROPOSED UPPER LIMITS OF APARTMENT 27.41'  
 PROPOSED LOWER LIMITS OF APARTMENT 19.25'

NOTE:  
 UNITS WILL BE IDENTIFIED BY UNIT AND BUILDING NUMBERS.

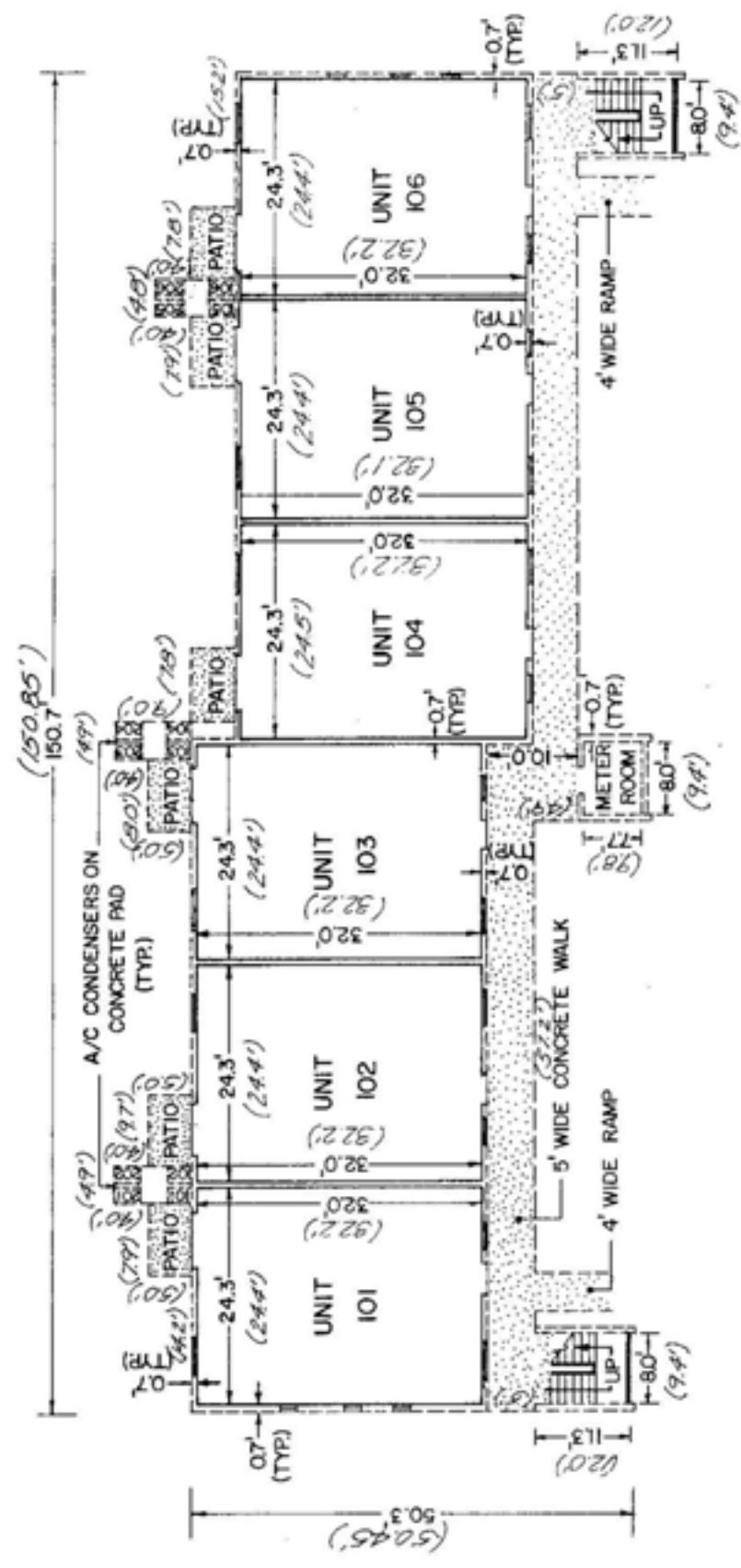
2<sup>nd</sup> FLOOR

PREPARED BY:  
**CRAIG A SMITH & ASSOCIATES**  
 CONSULTING ENGINEERS & SURVEYORS  
 CORAL SPRINGS, FLORIDA.  
 DATE: OCTOBER, 1981.

EXHIBIT " B "  
 SHEET 14 OF 39 SHEETS

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING 3



**1st FLOOR**



*As-Constructed Upper Limits of Apartment: 10.64'*  
*As-Constructed Lower Limits of Apartment: 10.52'*

PROPOSED UPPER LIMITS OF APARTMENT 10.58  
PROPOSED LOWER LIMITS OF APARTMENT 10.50

**NOTE:**  
UNITS WILL BE IDENTIFIED BY UNIT AND BUILDING NUMBERS.

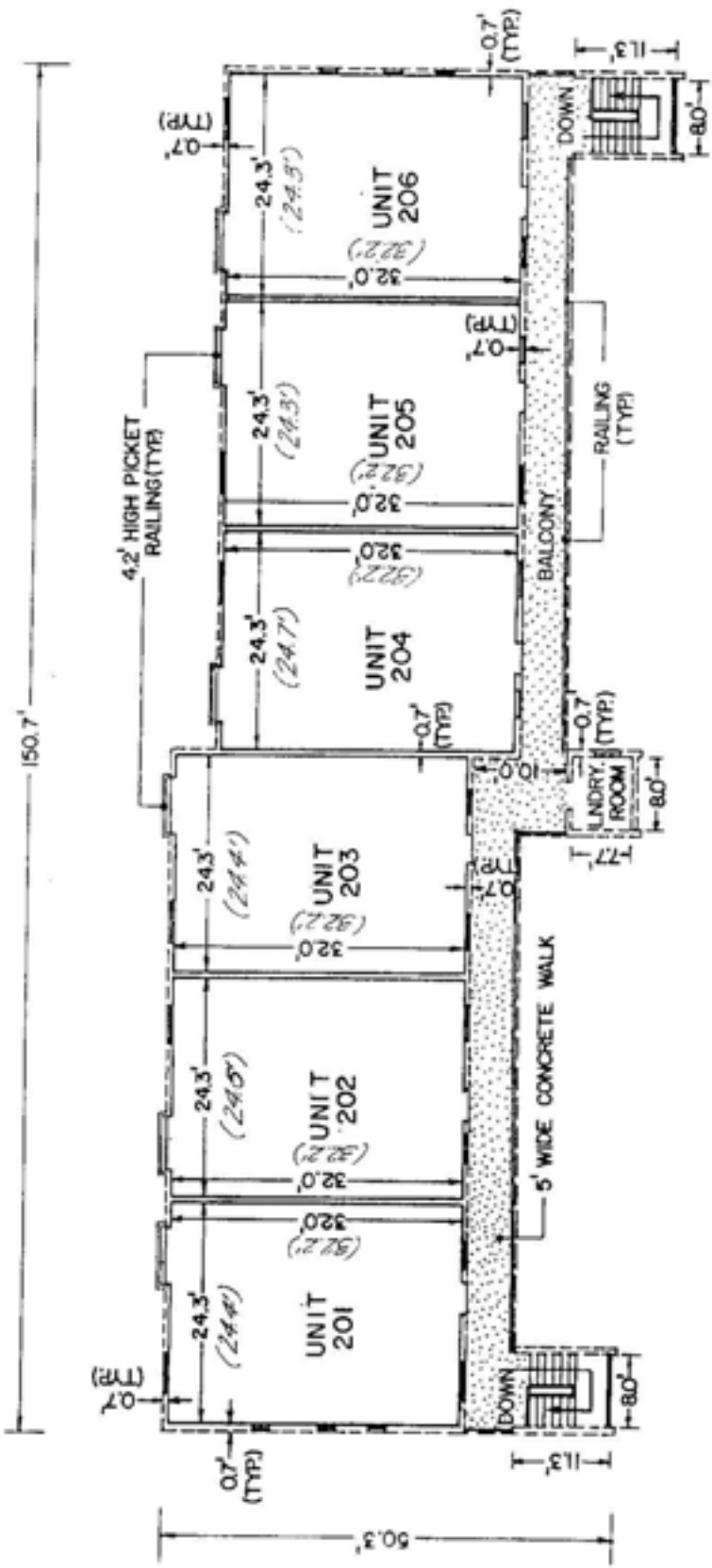
PREPARED BY:  
**CRAIG A SMITH & ASSOCIATES**  
CONSULTING ENGINEERS & SURVEYORS  
CORAL SPRINGS, FLORIDA.  
DATE: OCTOBER, 1981.

EXHIBIT "B"  
SHEET 15 OF 39 SHEETS

*(Under-Construction): 4/20/82 As Constructed dimensions shown thereto ( )*

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING 3



2<sup>nd</sup> FLOOR



*As-Constructed Upper Limits of Apartment 27.37*  
*As-Constructed Lower Limits of Apartment 19.39*

PROPOSED UPPER LIMITS OF APARTMENT 27.41  
PROPOSED LOWER LIMITS OF APARTMENT 19.25

NOTE:  
UNITS WILL BE IDENTIFIED BY UNIT AND BUILDING NUMBERS.

PREPARED BY:  
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DATE: OCTOBER, 1981.

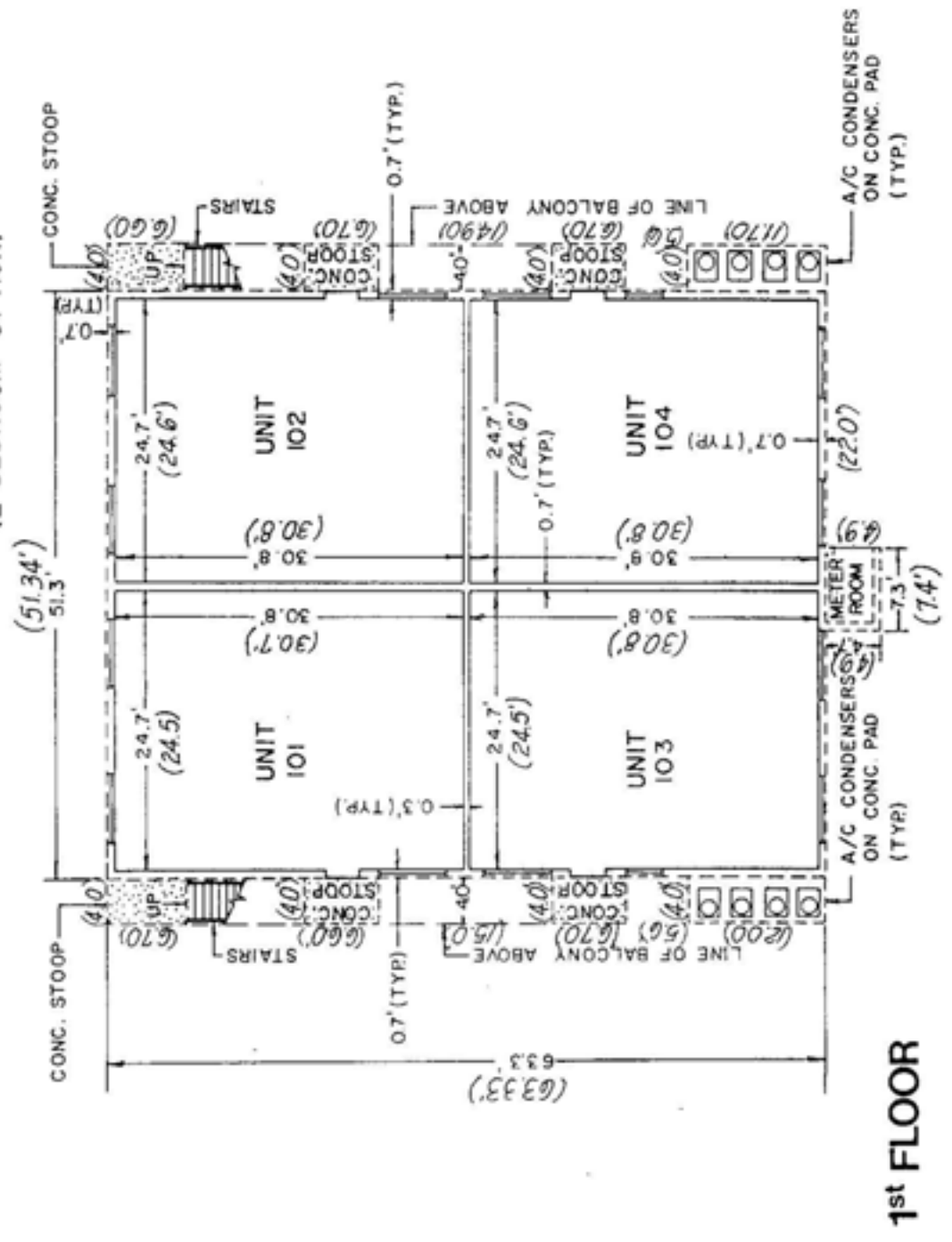
EXHIBIT " B "  
SHEET 16 OF 39 SHEETS

*(Under-Construction): 4/20/82 As-Constructed Dimension shown As-shown.*

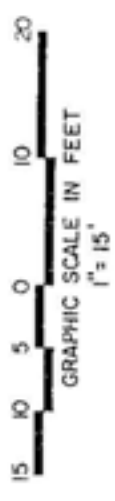


# WINDING LAKE AT WELLEBY, A CONDOMINIUM

**BUILDING 4**  
(2 BEDROOM OPTION)



**1st FLOOR**



As CONSTRUCTED UPPER LIMITS OF APARTMENT = 18.20'

As CONSTRUCTED LOWER LIMITS OF APARTMENT = 10.20'

PROPOSED UPPER LIMITS OF APARTMENT 18.58

PROPOSED LOWER LIMITS OF APARTMENT 10.50

**NOTE:**

UNITS WILL BE IDENTIFIED BY UNIT AND BUILDING NUMBERS.

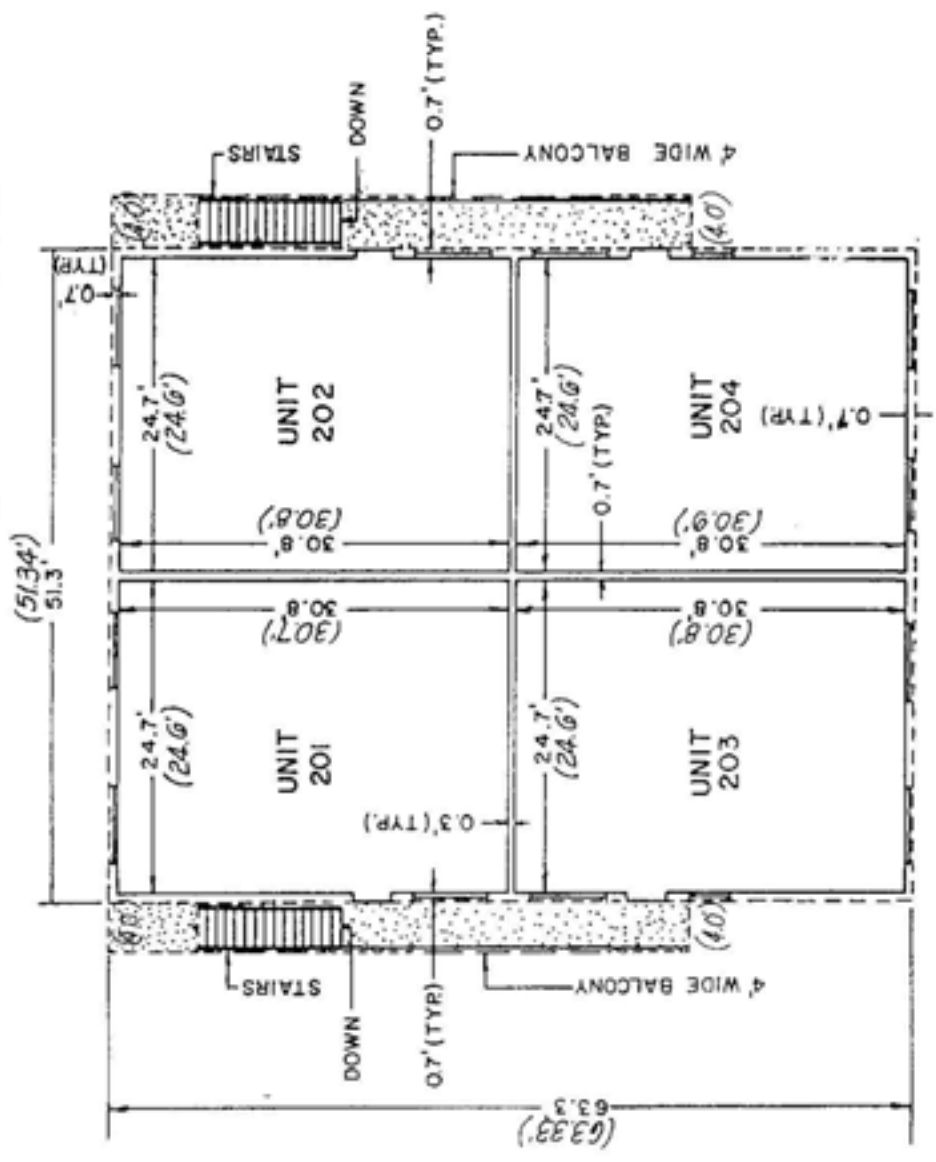
PREPARED BY:  
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DATE: OCTOBER, 1981

EXHIBIT "B"  
SHEET 17 OF 39 SHEETS

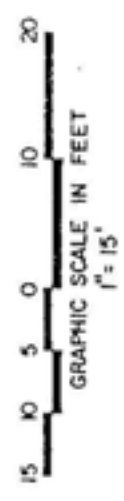
(Under-Construction) : 3-16-82 As CONSTRUCTED DIMENSIONS SHOWN THUSLY (

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING 4  
(2 BEDROOM OPTION)



2<sup>nd</sup> FLOOR



*A5- CONSTRUCTED UPPER LIMITS  
OF APARTMENT = 26.98*

*A5 CONSTRUCTED LOWER LIMITS  
OF APARTMENT = 19.03*

PROPOSED UPPER LIMITS OF APARTMENT 27.46

PROPOSED LOWER LIMITS OF APARTMENT 19.29

NOTE:  
UNITS WILL BE IDENTIFIED BY UNIT AND  
BUILDING NUMBERS

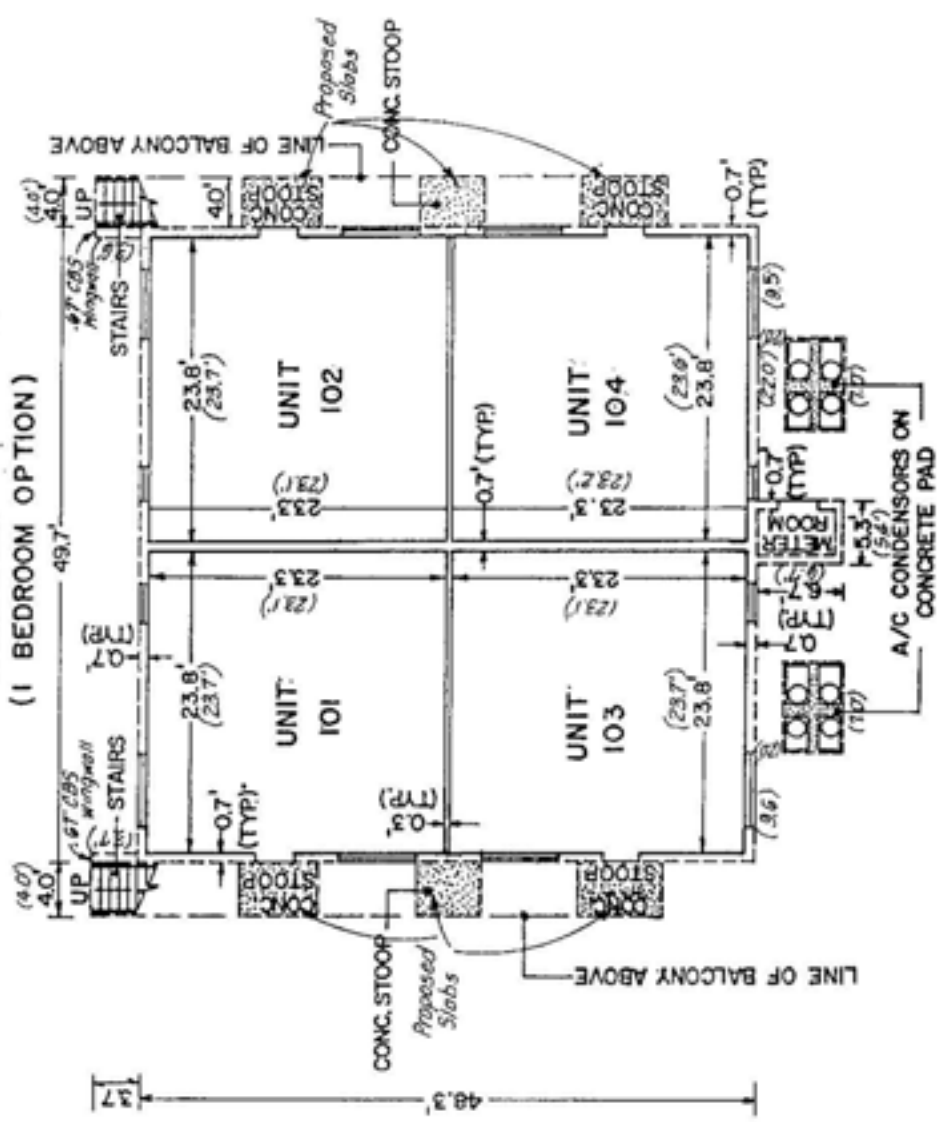
PREPARED BY:  
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CORAL SPRINGS, FLORIDA.  
DATE: OCTOBER, 1981

EXHIBIT " B "  
SHEET 18 OF 39 SHEETS

(Under - Construction) : 3-16-82 A5 CONSTRUCTED DIMENSIONS SHOWN THUSLY ( )

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDINGS 8  
(1 BEDROOM OPTION)



**1st FLOOR**



*As-Constructed Upper Limits of Apartment = 18.75'*  
*As-Constructed Lower Limits of Apartment = 10.6'*

PROPOSED UPPER LIMITS OF APARTMENT 18.58  
PROPOSED LOWER LIMITS OF APARTMENT 10.50

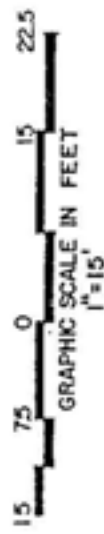
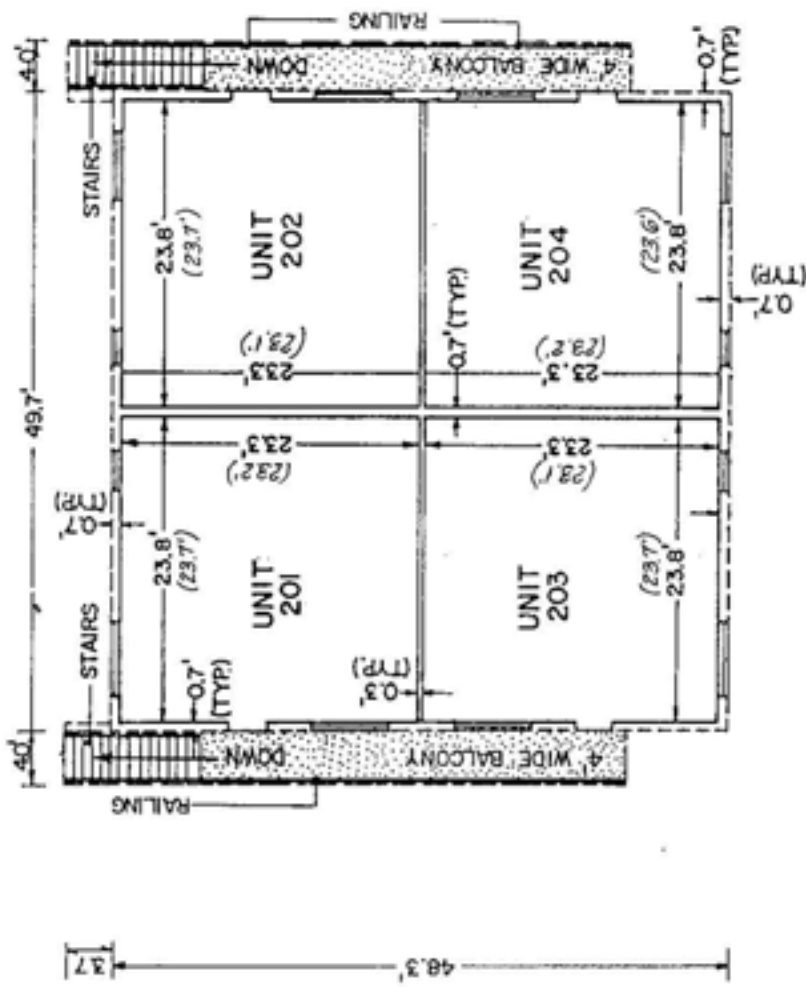
NOTE:  
UNITS WILL BE IDENTIFIED BY UNIT AND BUILDING NUMBERS.

PREPARED BY:  
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DATE: OCTOBER, 1981.  
EXHIBIT "B"  
SHEET 19 OF 39 SHEETS

*(Under Construction) : 3-31-82 As-Constructed Dimensions shown thusly ( )*

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDINGS 8  
(1 BEDROOM OPTION)



*As-Constructed Upper Limits of  
Apartment - 27.46'*  
*As-Constructed Lower Limits of  
Apartment - 19.29'*

PROPOSED UPPER LIMITS OF APARTMENT 27.46  
PROPOSED LOWER LIMITS OF APARTMENT 19.29

NOTE:

UNITS WILL BE IDENTIFIED BY UNIT AND  
BUILDING NUMBERS.

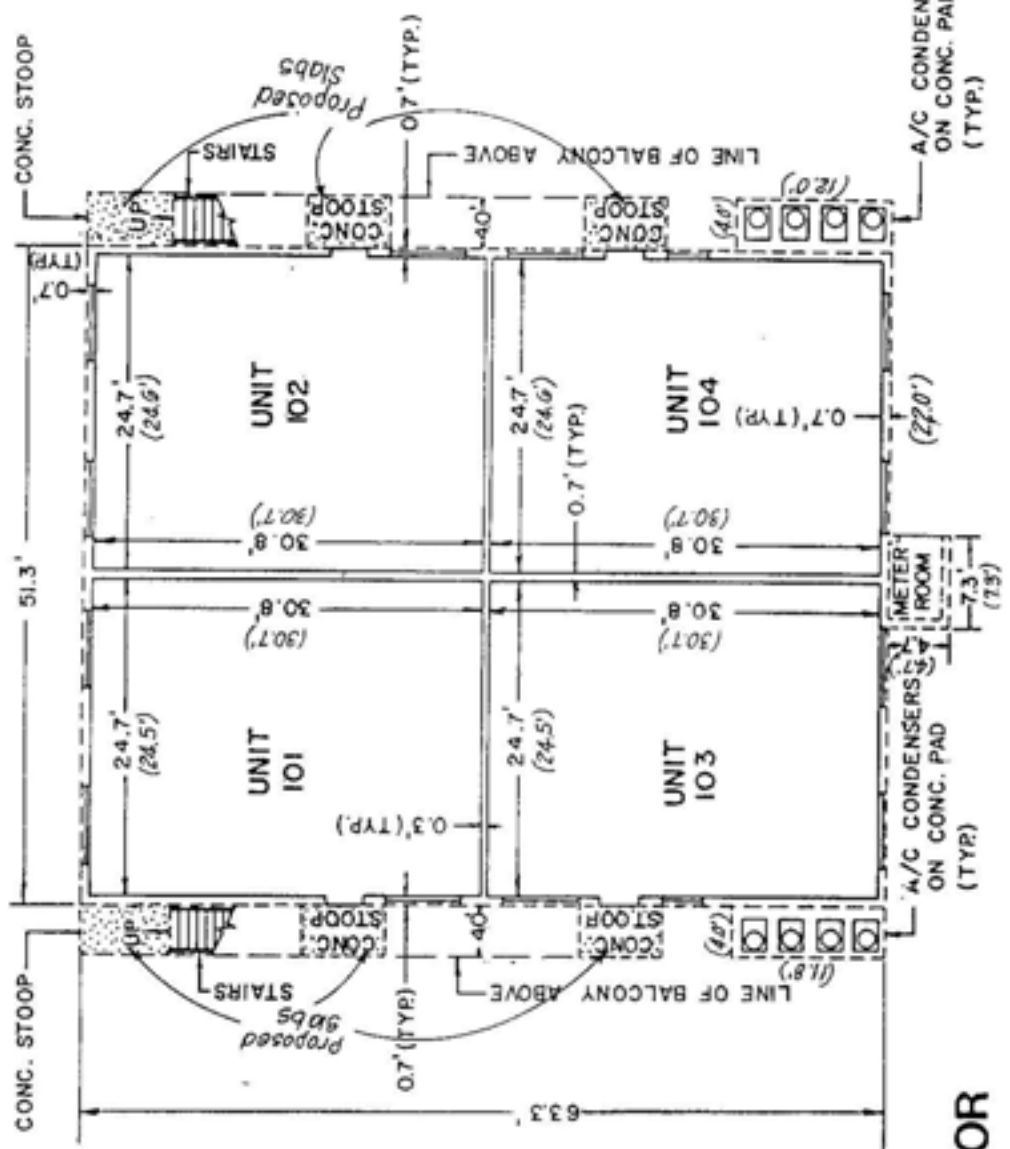
PREPARED BY:  
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CORAL SPRINGS, FLORIDA  
DATE: OCTOBER, 1981  
EXHIBIT " B "  
SHEET 20 OF 39 SHEETS

**2nd FLOOR**

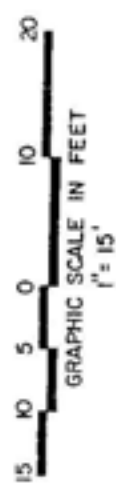
*(Under-Construction) : 3-31-82 As-Constructed dimensions shown thusly ( )*

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING  
9  
(2 BEDROOM OPTION)



**1st FLOOR**



*As-Constructed Upper limits of Apartment - 18.95'*  
*As-Constructed lower limits of Apartment - 10.89'*

PROPOSED UPPER LIMITS OF APARTMENT 18.58  
PROPOSED LOWER LIMITS OF APARTMENT 10.50

NOTE:  
UNITS WILL BE IDENTIFIED BY UNIT AND BUILDING NUMBERS.

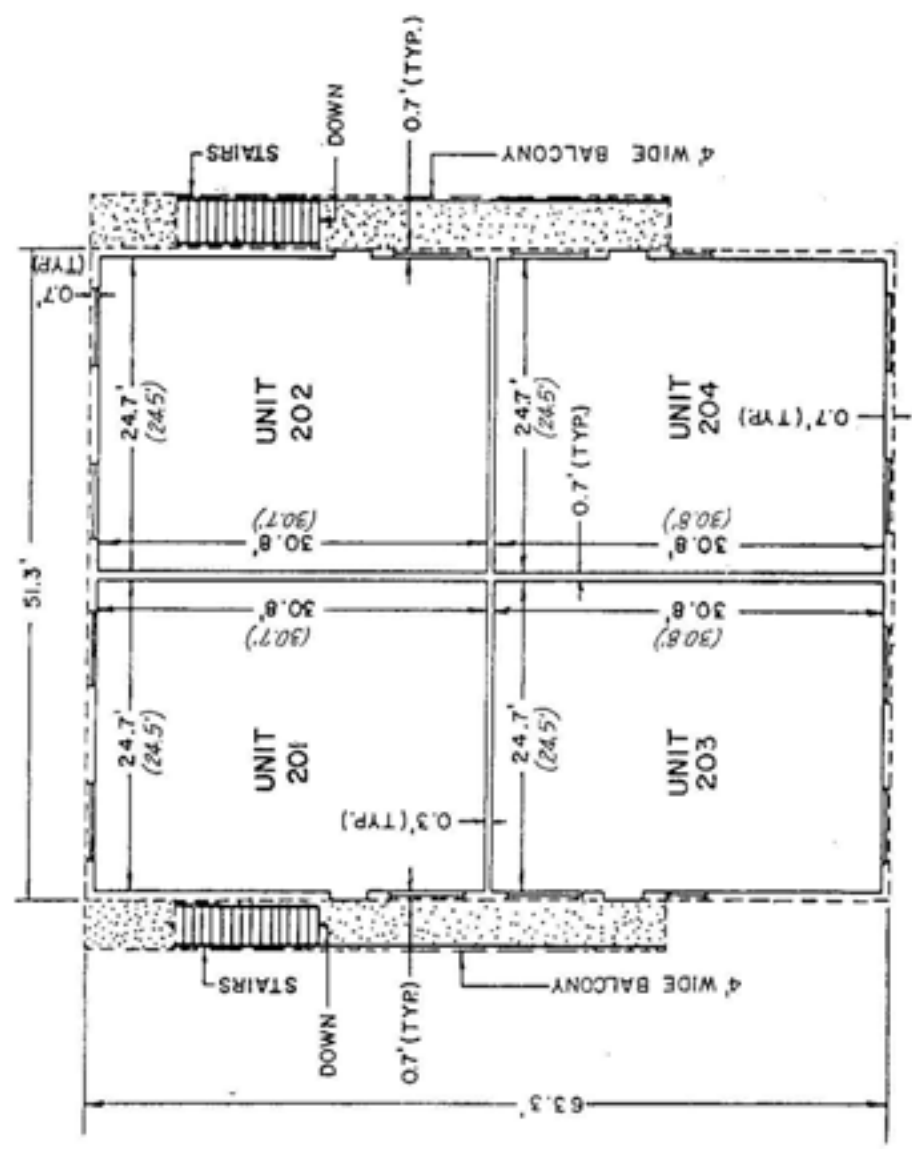
PREPARED BY:  
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CORAL SPRINGS, FLORIDA.  
DATE: OCTOBER, 1981

EXHIBIT " B "  
SHEET 21 OF 39 SHEETS

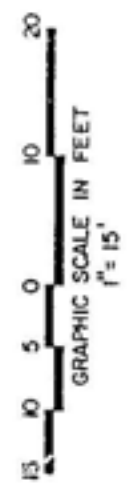
*(Under-Construction) 3-31-82 As-Constructed dimensions shown thushly ( )*

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING 9  
( 2 BEDROOM OPTION )



2<sup>nd</sup> FLOOR



*As Constructed upper limits of Apartment = 27.63'*  
*As Constructed Lower limits of Apartment = 19.38'*

PROPOSED UPPER LIMITS OF APARTMENT 27.46'  
PROPOSED LOWER LIMITS OF APARTMENT 19.29'

NOTE: UNITS WILL BE IDENTIFIED BY UNIT AND BUILDING NUMBERS

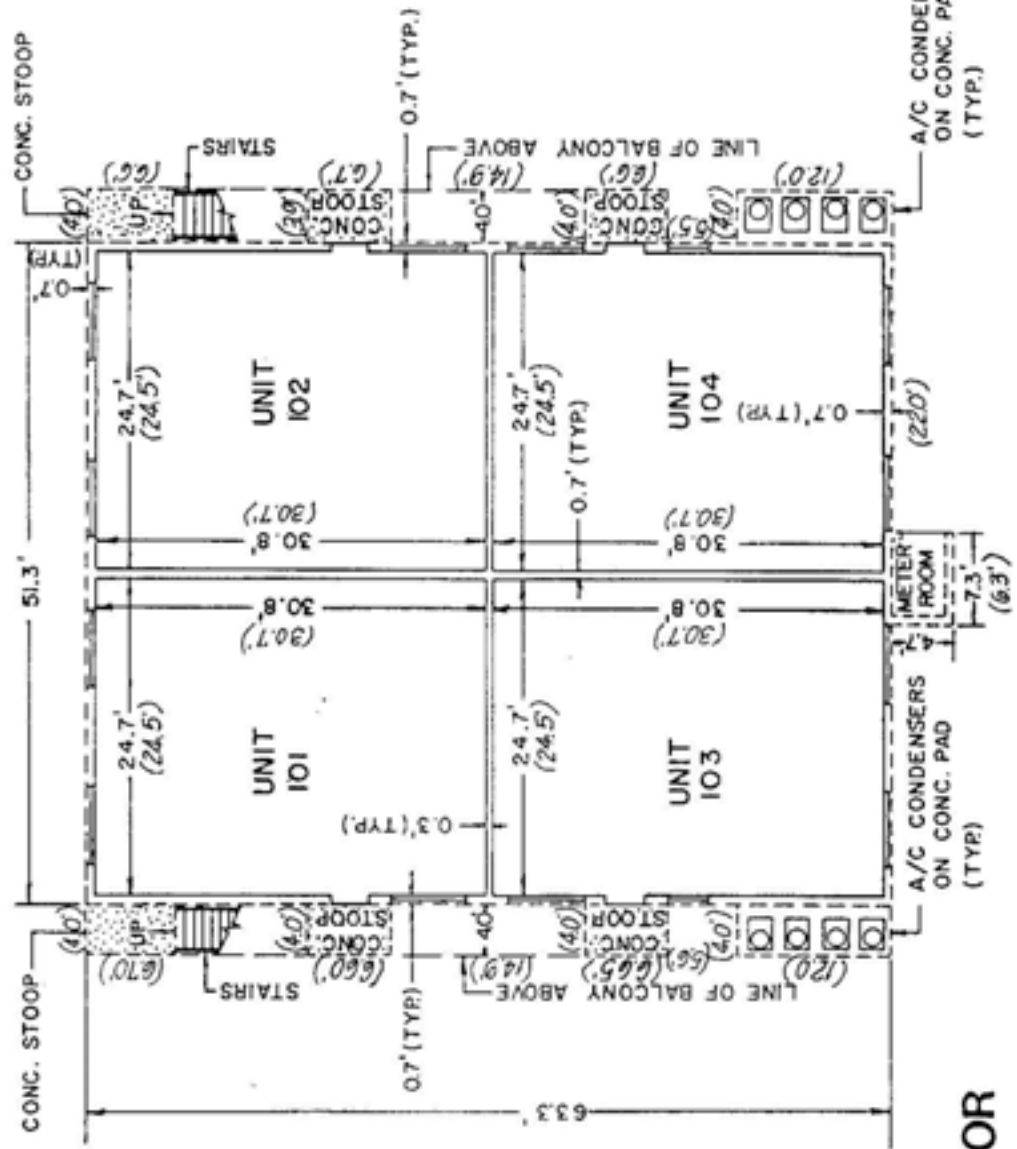
PREPARED BY:  
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CONSULTING ENGINEERS & SURVEYORS  
CORAL SPRINGS, FLORIDA.  
DATE: OCTOBER, 1981

EXHIBIT "B"  
SHEET 22 OF 39 SHEETS

*(Under Construction): 3-31-82 As Constructed dimensions shown thusly ( )*

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING .10  
(2 BEDROOM OPTION)



**1st FLOOR**



*As-Constructed Upper Limits of Apartment\* 18.90*  
*As-Constructed Lower Limits of Apartment\* 10.83*

PROPOSED UPPER LIMITS OF APARTMENT 18.58  
PROPOSED LOWER LIMITS OF APARTMENT 10.50

**NOTE:**  
UNITS WILL BE IDENTIFIED BY UNIT AND BUILDING NUMBERS.

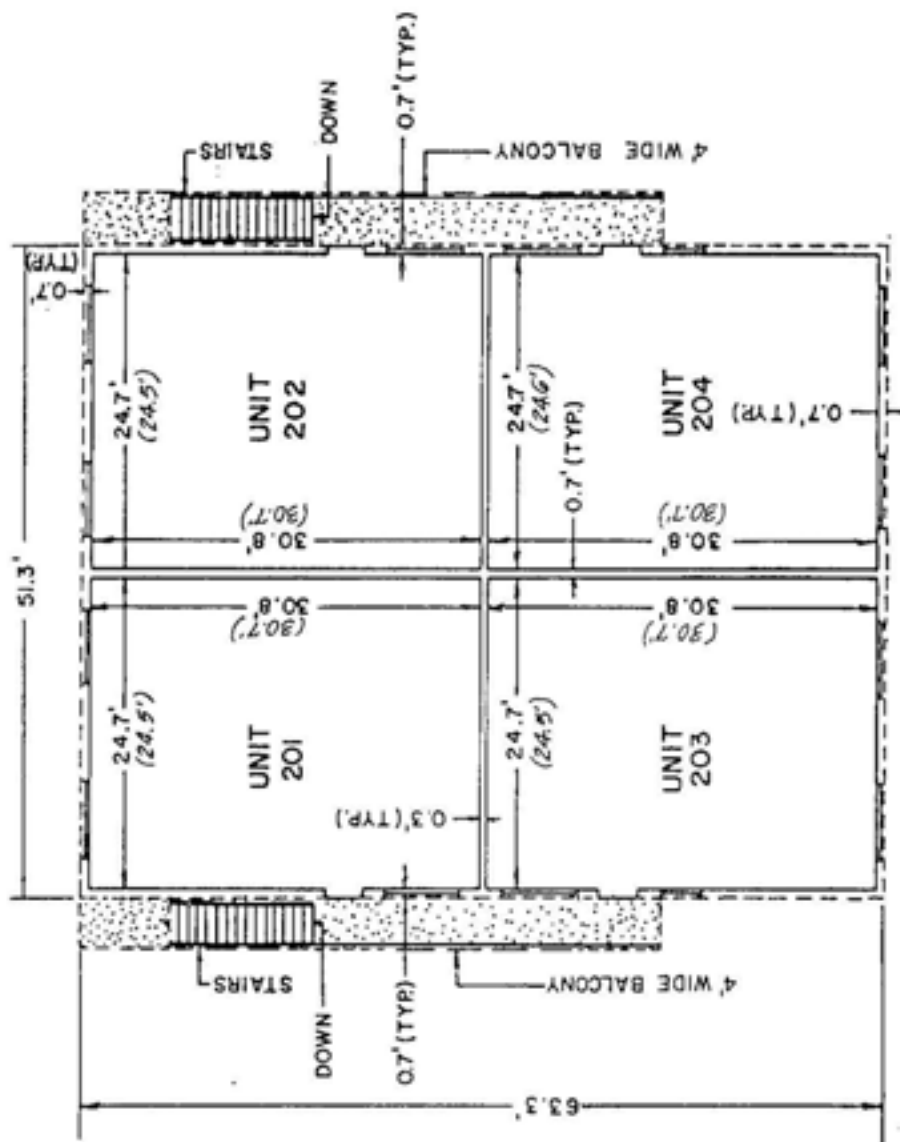
PREPARED BY:  
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CORAL SPRINGS, FLORIDA.  
DATE: OCTOBER, 1981  
EXHIBIT " B "

SHEET 23 OF 39 SHEETS

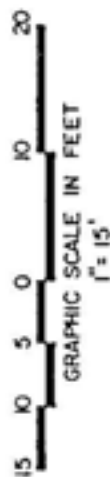
(Under-Construction): 3-31-82, As Constructed dimensions shown thusly ( )

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING 10  
(2 BEDROOM OPTION)



2<sup>nd</sup> FLOOR



*As Constructed Upper limits of Apartment - 27.63'*  
*As Constructed lower limits of Apartment - 19.53"*

PROPOSED UPPER LIMITS OF APARTMENT 27.46'  
PROPOSED LOWER LIMITS OF APARTMENT 19.29'

NOTE:

UNITS WILL BE IDENTIFIED BY UNIT AND BUILDING NUMBERS

PREPARED BY:  
**CRAIG A SMITH & ASSOCIATES**  
CONSULTING ENGINEERS & SURVEYORS

CORAL SPRINGS, FLORIDA  
DATE: OCTOBER, 1981

EXHIBIT "B"

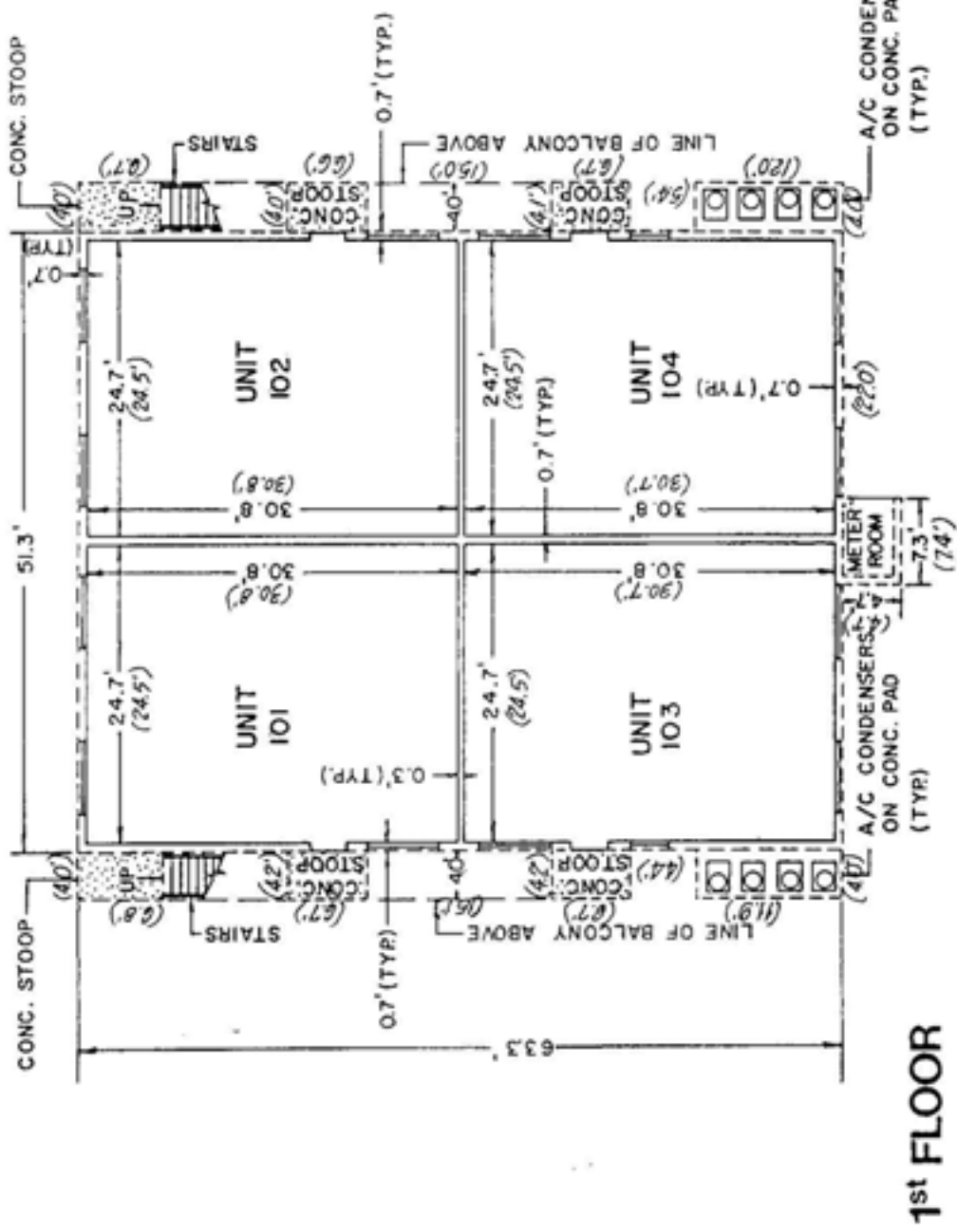
SHEET 24 OF 39 SHEETS

(Under-Construction): 3-31-82 As-Constructed dimensions shown thusly ( )



# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING II  
(2 BEDROOM OPTION)



**1st FLOOR**



As-Constructed upper limits of Apartment: 8.85  
As-Constructed lower limits of Apartment: 10.80

PROPOSED UPPER LIMITS OF APARTMENT 18.58  
PROPOSED LOWER LIMITS OF APARTMENT 10.50

NOTE:  
UNITS WILL BE IDENTIFIED BY UNIT AND BUILDING NUMBERS.

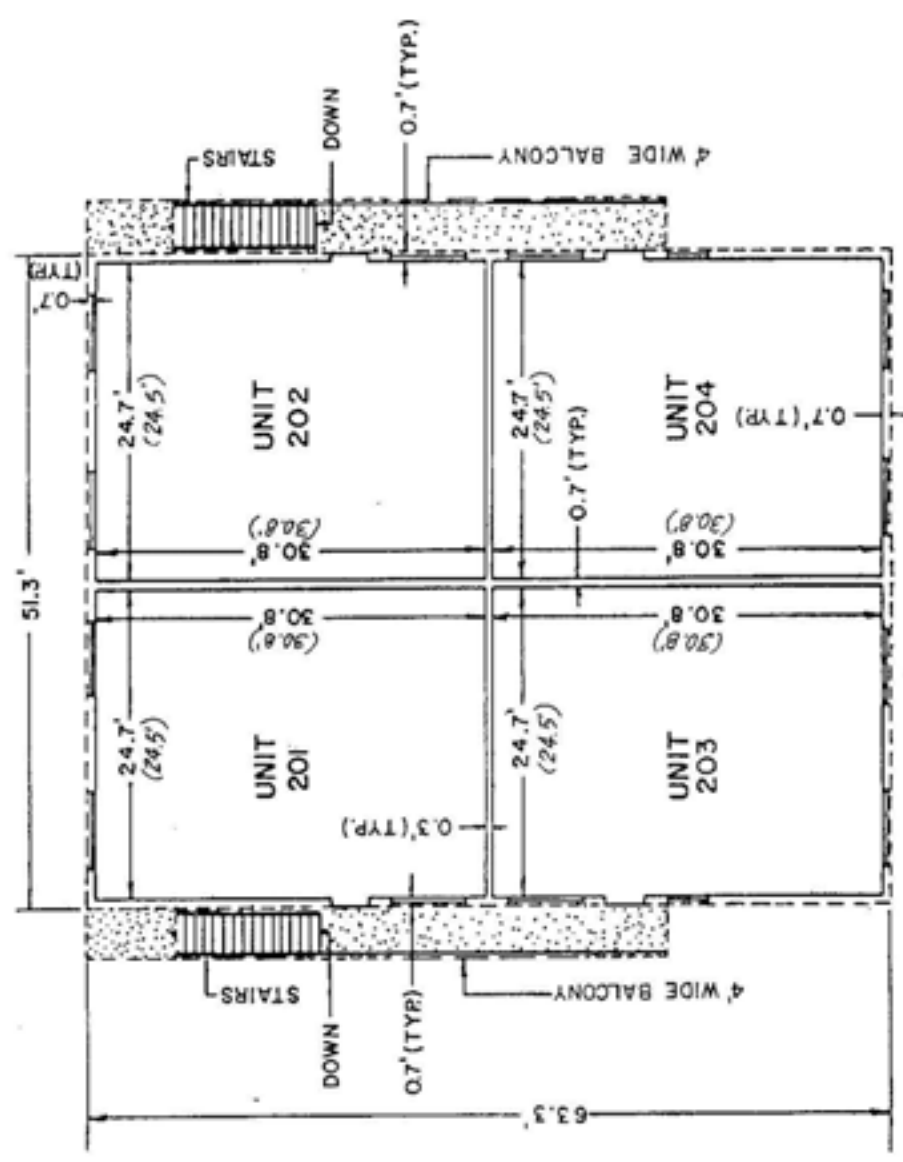
PREPARED BY:  
**CRAIG A. SMITH & ASSOCIATES**  
CONSULTING ENGINEERS & SURVEYORS  
CORAL SPRINGS, FLORIDA.  
DATE: OCTOBER, 1981  
EXHIBIT "B"

SHEET 25 OF 39 SHEETS

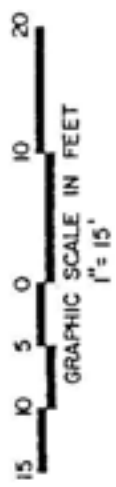
(Under-Construction): 3-31-82, As Constructed dimensions shown thusly ( )

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING II  
(2 BEDROOM OPTION)



2<sup>nd</sup> FLOOR



As-Constructed Upper limits of Apartment = 27.46'  
As-Constructed Lower limits of Apartment = 19.29'

PROPOSED UPPER LIMITS OF APARTMENT 27.46'  
PROPOSED LOWER LIMITS OF APARTMENT 19.29'

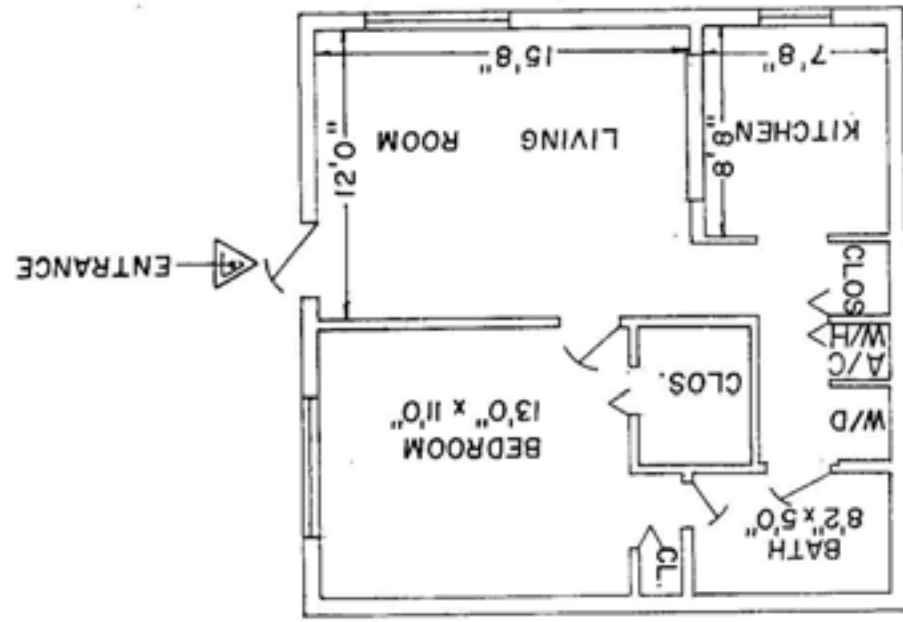
NOTE:  
UNITS WILL BE IDENTIFIED BY UNIT AND BUILDING NUMBERS

PREPARED BY:  
**CRAIG A SMITH & ASSOCIATES**  
CONSULTING ENGINEERS & SURVEYORS  
CORAL SPRINGS, FLORIDA.  
DATE: OCTOBER, 1981  
EXHIBIT "B"

SHEET 26 OF 39 SHEETS

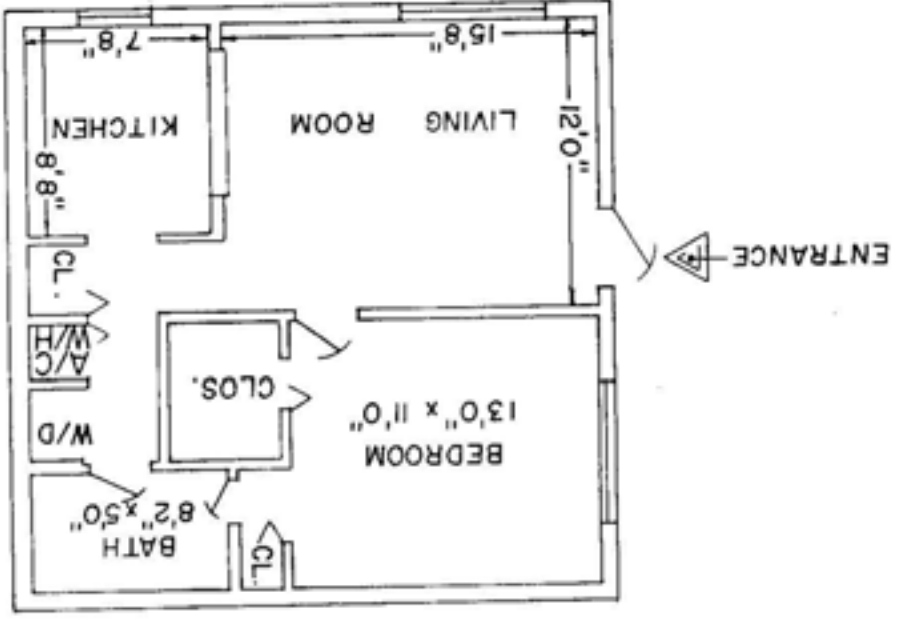
(Under-Construction): 3-31-82 As-Constructed dimensions shown thusly ( )

**WINDING LAKE AT WELLEBY,  
A CONDOMINIUM  
(1-BEDROOM OPTION)  
UNITS 101, 104, 201 & 204  
BUILDINGS 4, 5, 6, 7, 8, 9, 10 & 11**



PREPARED BY: CRAIG A SMITH & ASSOCIATES  
DATE: OCTOBER, 1981.  
CORAL SPRINGS, FLORIDA  
EXHIBIT "B"

**WINDING LAKE AT WELLEY,  
A CONDOMINIUM  
(1-BEDROOM OPTION)  
UNITS 102, 103, 202 & 203  
BUILDINGS 4, 5, 6, 7, 8, 9, 10 & 11**



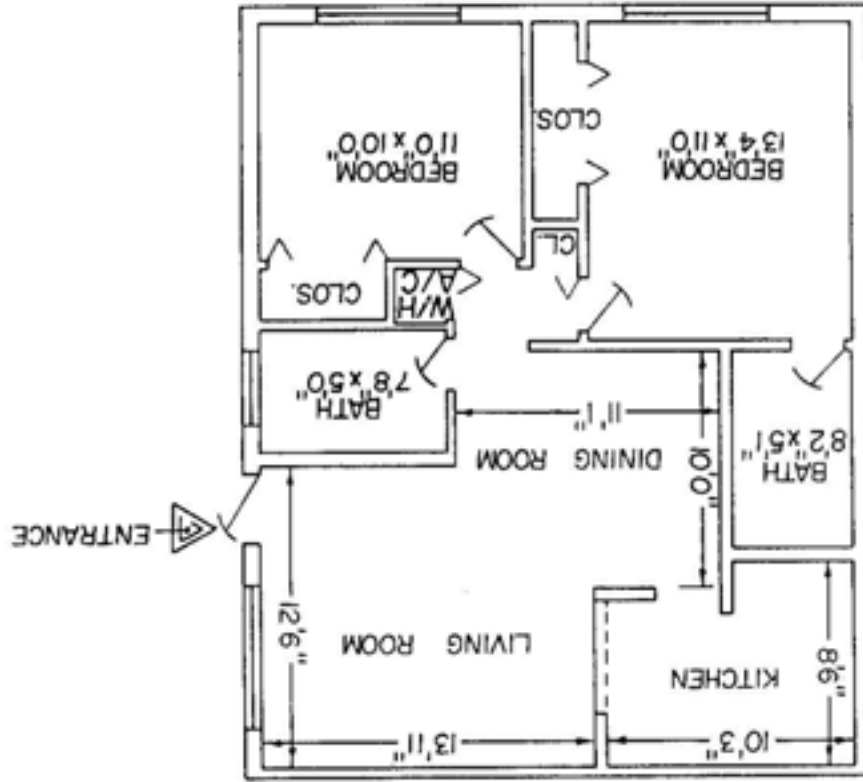
# WINDING LAKE AT WELLEBY,

## A CONDOMINIUM

(2-BEDROOM OPTION)

UNITS 101, 104, 201 & 204

BUILDINGS 4, 5, 6, 7, 8, 9, 10 & 11

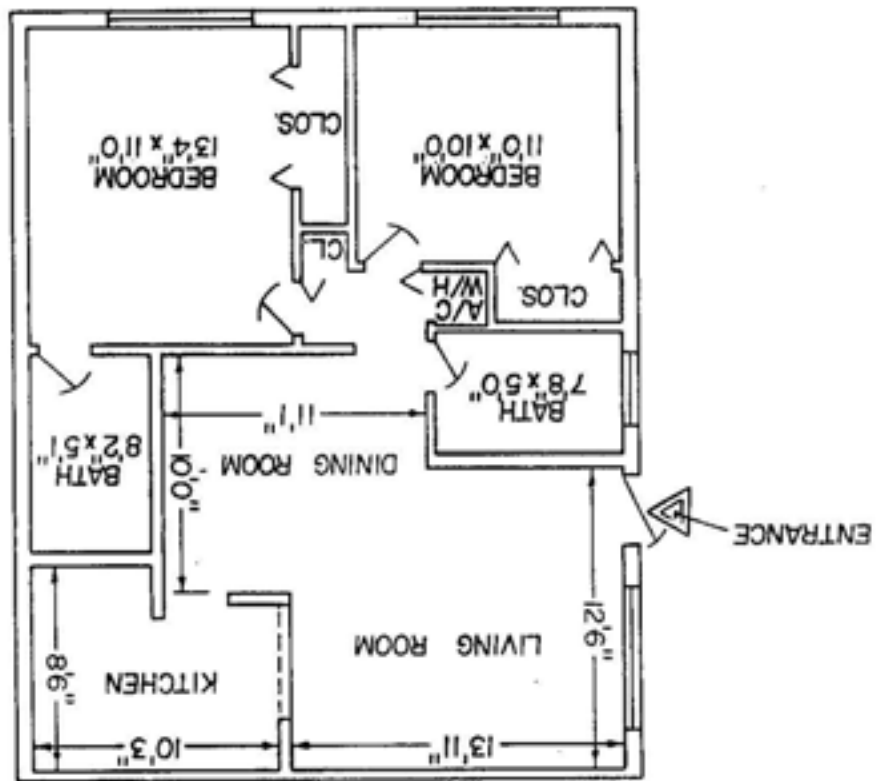


PREPARED BY: CRAIG A. SMITH & ASSOCIATES

DATE: OCTOBER, 1981.  
CORAL SPRINGS, FLORIDA  
EXHIBIT "B"

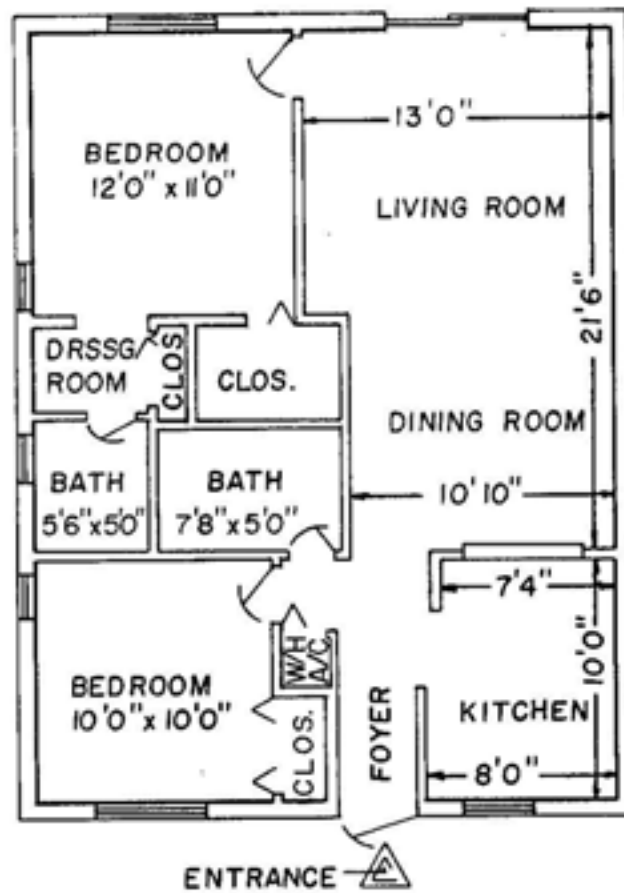
# WINDING LAKE AT WELLEBY, A CONDOMINIUM

(2-BEDROOM OPTION)  
UNITS 102, 103, 202 & 203  
BUILDINGS 4, 5, 6, 7, 8, 9, 10 & 11



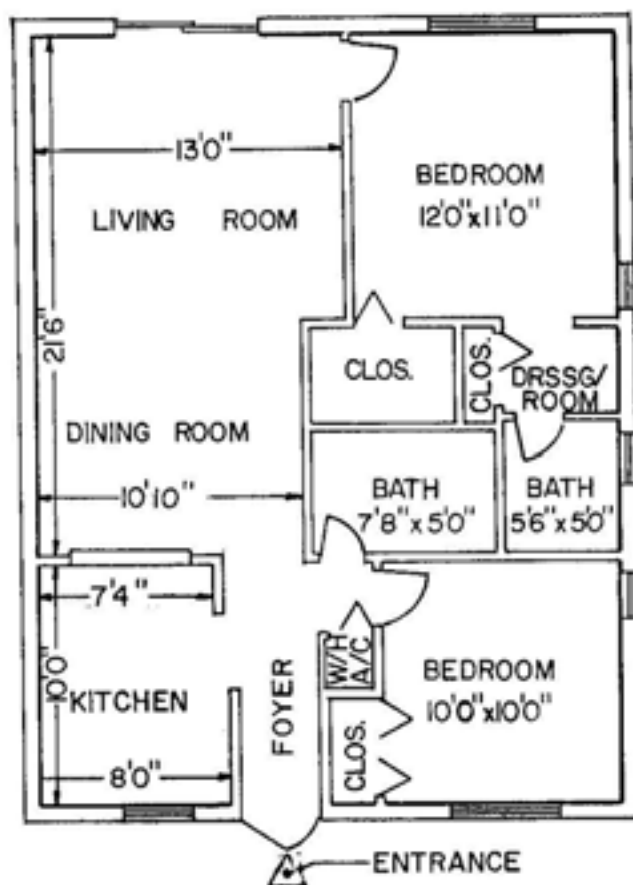
# WINDING LAKE AT WELLEBY, A CONDOMINIUM

UNITS 101 & 201  
BUILDINGS 1, 2 & 3



# WINDING LAKE AT WELLEBY, A CONDOMINIUM

UNITS 106 & 206  
BUILDINGS 1, 2 & 3

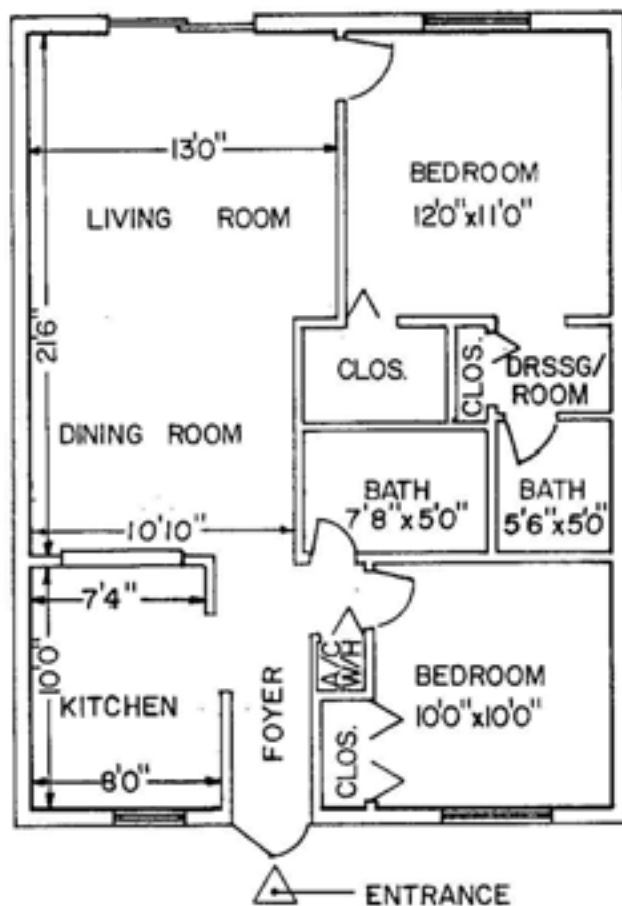




# WINDING LAKE AT WELLEBY, A CONDOMINIUM

UNITS 102, 104, 202 & 204

BUILDINGS 1, 2 & 3

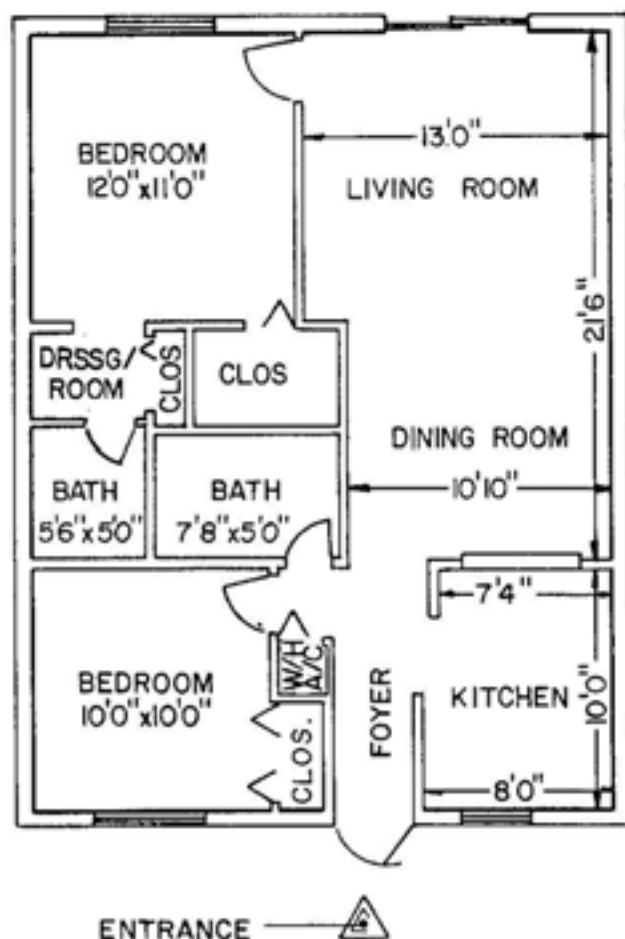


724.9 ft<sup>2</sup>

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

UNITS 103, 105, 203 & 205

BUILDINGS 1, 2 & 3



# WINDING LAKE AT WELLEBY, A CONDOMINIUM

## PHASE II (PROPOSED)

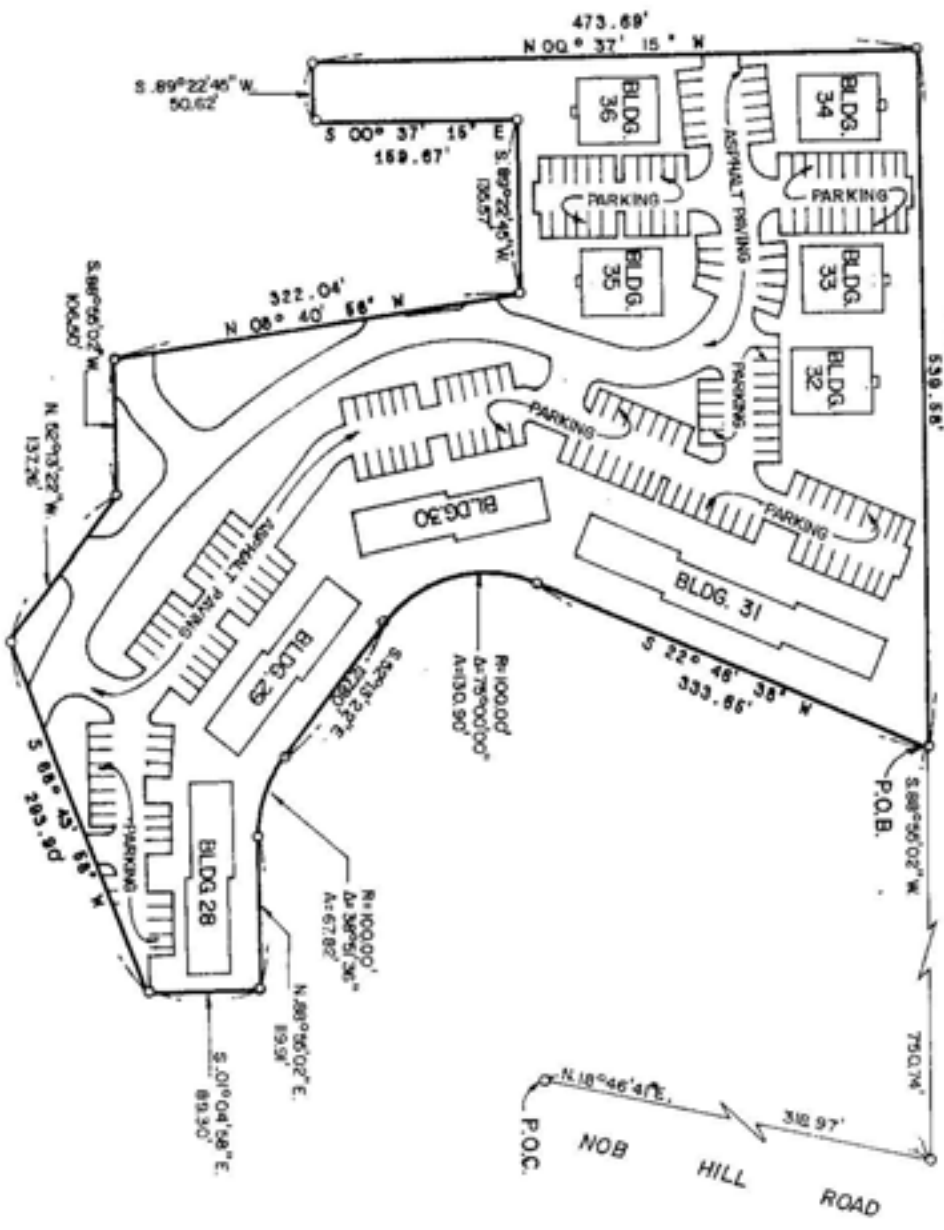


PREPARED BY: CRAIG A. SMITH & ASSOCIATES, CONSULTING ENGINEERS & SURVEYORS, CORAL SPRINGS, FLORIDA. DATE: OCTOBER, 1981.

EXHIBIT " B "  
SHEET 35 OF 39 SHEETS

PROJECT NO. 81-009

# WINDING LAKE AT WELLEBY, A CONDOMINIUM PHASE III (PROPOSED)



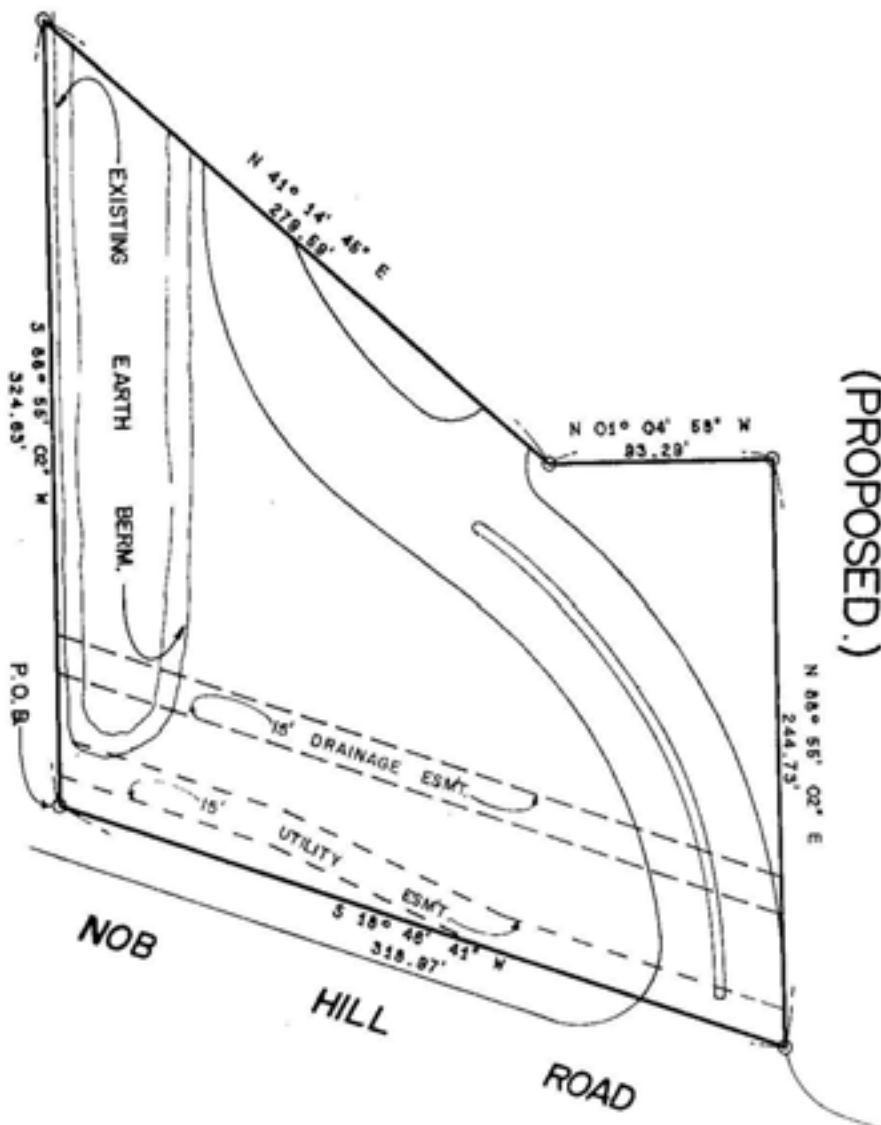
PREPARED BY: CRAIG A. SMITH & ASSOCIATES, CONSULTING ENGINEERS & SURVEYORS, CORAL SPRINGS, FLORIDA. DATE: OCTOBER, 1981.

EXHIBIT "B"  
SHEET 36 OF 39 SHEETS

PROJECT NO. 81-009

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

## PHASE IV (PROPOSED.)



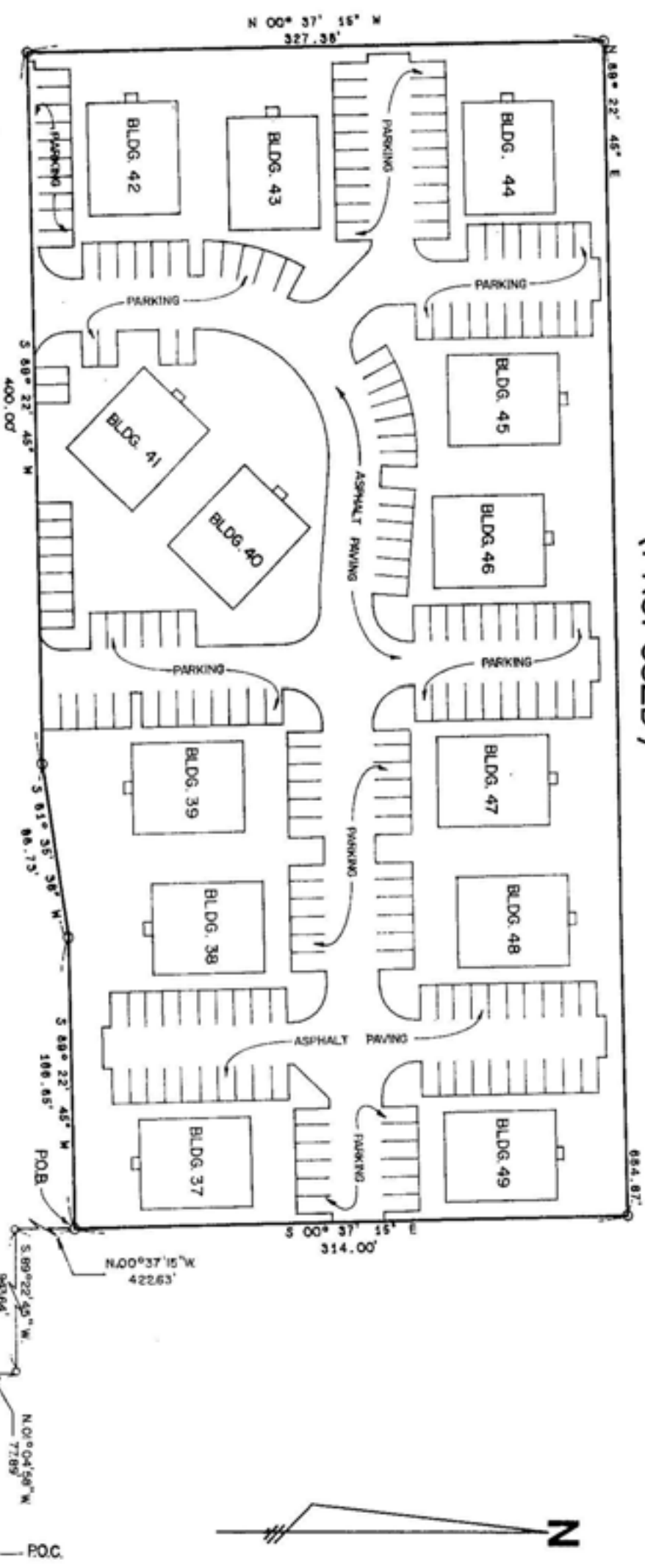
PREPARED BY: CRAIG A. SMITH & ASSOCIATES, CONSULTING ENGINEERS & SURVEYORS, CORAL SPRINGS, FLORIDA. DATE: OCTOBER, 1981.

EXHIBIT " B "  
SHEET 37 OF 39 SHEETS

PROJECT NO. 81-009

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

## PHASE IV (PROPOSED)



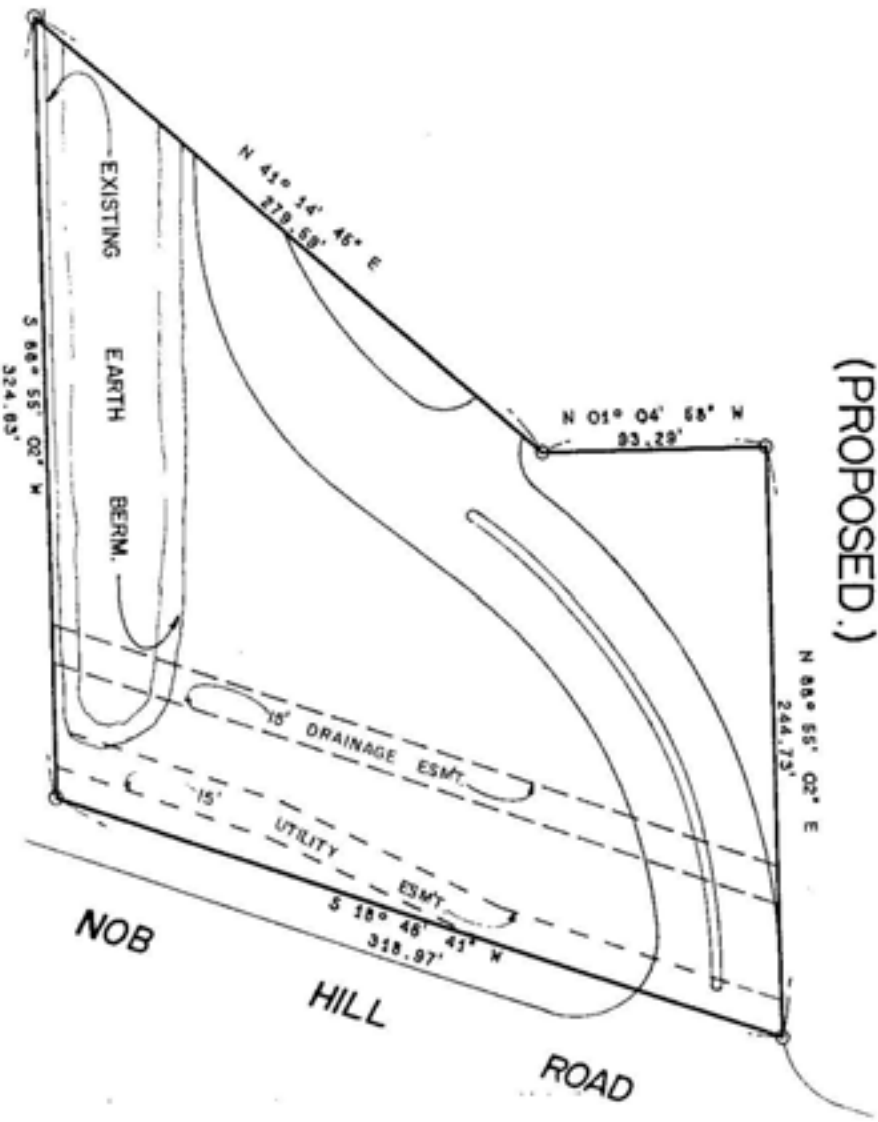
PREPARED BY: CRAIG A. SMITH & ASSOCIATES, CONSULTING ENGINEERS & SURVEYORS, CORAL SPRINGS, FLORIDA. DATE: OCTOBER, 1981.

EXHIBIT "B"  
SHEET 38 OF 39 SHEETS

PROJECT NO. 81-009

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

## PHASE IV (PROPOSED.)



PREPARED BY: CRAIG A. SMITH & ASSOCIATES, CONSULTING ENGINEERS & SURVEYORS, CORAL SPRINGS, FLORIDA. DATE: OCTOBER, 1981.

EXHIBIT " B "  
SHEET 39 OF 39 SHEETS

PROJECT NO. 81-009

Percentage Ownership of Common Elements and Common Surplus  
and Percentage Share of Common Expenses

- A. When only Phase I is completed: Each Unit shall have a 1/100th share of the Common Elements and Common Surplus and shall be obligated for 1/100th of the Common Expenses.
- B. If Phase I and proposed Phase II are completed: Each Unit shall have a 1/220th share of the Common Elements and Common Surplus and shall be obligated for 1/220th of the Common Expenses.
- C. If Phase I and proposed Phases II and III are completed: Each Unit shall have a 1/316th share of the Common Elements and Common Surplus and shall be obligated for 1/316th of the Common Expenses.
- D. If all four Phases are completed: Each Unit shall have a 1/420th share of the Common Elements and Common Surplus and shall be obligated for 1/420th of the Common Expenses.



ARTICLES OF INCORPORATION

OF

WINDING LAKE AT WELLEBY CONDOMINIUM ASSOCIATION, INC.

FILED  
DEC 15 11 15 AM '81  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

THE UNDERSIGNED hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

Name of Corporation

The name of the corporation shall be WINDING LAKE AT WELLEBY CONDOMINIUM ASSOCIATION, INC., and shall be hereinafter referred to as the "Association".

ARTICLE II

General

1. A condominium known as "Winding Lake at Welleby, A Condominium" will be developed on all or part of the land located in Broward County, Florida and described on Exhibit "A" hereto. This Association is organized to provide a means of administering that Condominium as well as maintaining the common lands and recreational facilities located on the property described on Exhibit "A" and submitted to Condominium ownership.

2. The documents creating the Condominium are to be recorded in the Public Records of Broward County, Florida.

3. The Association shall make no distributions of income to its members, directors or officers.

ARTICLE III

Powers

The powers of the Association shall be governed by the following provisions:

1. The Association shall have all the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.

2. The Association shall have all the powers granted to associations by Chapter 718.111, Florida Statutes, as amended from time to time. The Association shall have all the powers reasonably necessary to implement the purposes of the Association, and all of the powers granted to it in the Declaration of Condominium when said Declaration of Condominium is recorded amongst the Public Records of Broward County, Florida.

3. The Association may contract for the maintenance, operation and management of any Condominium property and delegate to such contractors all powers and duties of the Association except those which may be required by any Declaration of Condominium to have the approval by the Board of Administration or the Unit Owners in the Condominiums.

ARTICLE IV

Members

The qualification of members, the manner of their admission and voting by such members shall be as follows:

1. All Unit Owners in the Condominium shall be members of the Association and no other person or entities shall be entitled to membership.

2. Membership in the Association shall be established by the recording in the Public Records of Broward County, Florida, of a deed or other instrument establishing a change of record title to a Condominium Unit and notifying the Association in writing of the recording information; the new owner designated by such instrument shall thereby become a member of the Association and the membership of the prior owner shall thereby terminate.

3. The share of a member in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to the individual Condominium Unit.

4. The owners of each Unit in the Condominium shall be entitled to one combined vote. Voting rights will be exercised in the manner provided by the By-Laws of the Association.

#### ARTICLE V

##### Directors

1. The affairs of the Association shall be managed by a Board of Administration who shall be members of the Association, except for the first Board, who need not be members of the Association. The initial Board shall consist of three (3) members; thereafter the number may be increased in accordance with the By-Laws but in no event shall there be more than nine (9) directors.

2. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Eric Levin	2514 Hollywood Blvd. Hollywood, Florida 33020
Luis Clark	2514 Hollywood Blvd. Hollywood, Florida 33020
Sidney Pearson	2514 Hollywood Blvd. Hollywood, Florida 33020

3. The first election of the Board shall be held within sixty (60) days of the day Unit Owners other than the Developer are entitled to elect a member or members of the Board. The Association shall give notice of the meeting which shall be held at least thirty (30) days but not more than forty (40) days from the date of the notice; in the event the Association fails to give notice, any Unit Owner may do so.

At such time as Unit Owners other than the Developer own fifteen (15%) or more of the condominium units that will be operated by the Condominium Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3rd) of the members of the Board of Directors of the Association. Unit Owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors upon the earliest to occur of any one of the following:

(a) Three (3) years after sales by the Developer have been closed on fifty (50%) percent of the Condominium Units that will be ultimately operated by the Association; or

(b) Three (3) months after sales have been closed by the Developer on ninety (90%) percent of the Units that will be ultimately operated by the Association; or

OFF  
REC 10154 PAGE 740

(c) When all of the Units that will be ultimately operated by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business; or

(d) When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business.

The Developer, in any event, is entitled to elect at least one (1) member of the Board of Administration as long as the Developer has for sale in the ordinary course of business at least five percent of the Units in the Condominium.

Directors of the Corporation shall be elected at the annual meeting of the members in the manner provided by the By-Laws.

#### ARTICLE VI

##### Officers

The affairs of the Association shall be administered by officers elected annually by the Board of Administration. The names and addresses of the officers who shall serve until their successors are elected are as follows:

Eric Levin, President	2514 Hollywood Blvd. Hollywood, Florida 33020
Sidney Pearson, Vice President	2514 Hollywood Blvd. Hollywood, Florida 33020
Luis Clark, Secretary/Treasurer	2514 Hollywood Blvd. Hollywood, Florida 33020

#### ARTICLE VII

##### 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 to which he may be a party, or in which he may become involved, by reason of his being or having been an officer or director at the time such expenses are incurred, except in such cases wherein the 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 herein shall apply only when the Board of Administration approves such settlement and reimbursement as being for 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 Directors or officers may be entitled.

#### ARTICLE VIII

##### By-Laws

The By-Laws of the Association shall be those By-Laws set forth in the Declaration of Condominium and may be altered, amended or rescinded in the following manner as well as in the manner provided elsewhere by law:

Section 1. Notice: 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.

Section 2. Resolution: A resolution adopting a proposed amendment may be proposed by either the Board of Administration or by the members entitled to

vote. Directors and members not present at the meeting considering the amendment may express their approval in writing. Except as elsewhere provided, such approval must be either by:

- (a) Not less than a majority of the Directors and by not less than fifty-one percent (51%) of all of the members entitled to vote; or
- (b) Until the first election of Directors, only by all of the Directors, provided the amendment does not increase the number of units nor alter the boundaries of the common elements.

Without the consent of all institutional mortgagees or the Developer, respectively, no amendment to the By-Laws shall be adopted which would operate to impair or prejudice the rights and/or liabilities of any institutional mortgagee as defined in the Declaration of Condominium, or the rights of the Developer.

Section 3. Agreement: In the alternative, an amendment may be made by an agreement executed by all members and mortgagees in the Condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Broward County, Florida.

Section 4. Proviso: No amendment shall discriminate against any Unit Owner nor against any unit or class or group of units unless the Unit Owners so affected shall consent; and no amendment shall change any unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the unit concerned and all record owners of mortgagees thereon shall join in the execution of the amendment. No amendment shall become effective until a true copy of such amendment is recorded in the Public Records of Broward County, Florida.

#### ARTICLE IX

##### Amendments

1. Amendment by Developer. Until such time as DCA AT WELLEBY, INC., the Developer, has turned over control of the Condominium Association pursuant to Section 718.301 of the Florida Statutes, the Articles of Incorporation may be amended as to any of the particulars contained herein by the Developer in its sole discretion, and in addition, the proceedings of all meetings of the Association as to the amendment of the condominium documents prior to the turnover of control of the Association by the Developer, shall have no effect unless approved by the Developer. This right is subject, however, to the proviso that the Developer cannot make any substantial change in the purpose of the Association.

2. Amendment by Board of Directors and Members. After the Developer has turned over control of the Condominium Association pursuant to the Florida Statutes, these Articles of Incorporation may be amended in the following manner:

(a) Notice of the subject matter of the proposed amendment shall be included in a notice of any regular or special meeting at which such amendment is considered.

(b) A resolution approving a proposed amendment may be proposed by either the Board of Administration or by the membership of the Association, and after being proposed and approved by one of said bodies, it must be submitted to and receive the approval of the other body. Such approval must be by an affirmative vote of a majority of the members of the Association; and such approval must be by an affirmative vote of two-thirds (2/3rds) of the members of the Board of Administration.

(c) Notwithstanding the provisions of this Article, for so long as the Developer holds Units for sale in the ordinary course of business, no amendment to these Articles of Incorporation shall be made without the prior written approval of the Developer, which would:

(i) Assess the Developer as a Unit Owner for capital improvements; or

(ii) Be detrimental to the sales of Condominium Units by the Developer; however an increase for common expenses without discrimination against the Developer shall not be deemed detrimental to the sale of such Units; or

(iii) Abridge, amend or alter the rights of the Developer to designate and select members of the Board of Administration of the Association as provided herein.

#### ARTICLE X

##### Term

The term of the Association shall be the life of the Condominium, unless the Association is terminated sooner by the unanimous action of its members. The Association shall be terminated by the termination of the Condominium in accordance with the condominium documents.

#### ARTICLE XI

##### Subscribers

The names and residences of the subscribers to these Articles of Incorporation are:

Eric Levin	2514 Hollywood Blvd. hollywood, Florida 33020
Luis Clark	2514 Hollywood Blvd. Hollywood, Florida 33020
Sidney Pearson	2514 Hollywood Blvd. Hollywood, Florida 33020

#### ARTICLE XII

##### Resident Agent

The Resident Agent of the Corporation, for purposes of accepting service of process, shall be ERIC LEVIN, Esquire, whose address within the State of Florida is: 2514 Hollywood Blvd., Hollywood, Florida 33020.


IN WITNESS WHEREOF, these Articles of Incorporation have been executed this 9 day of Dec, 1981.

  
ERIC LEVIN

  
LUIS CLARK

  
SIDNEY PEARSON

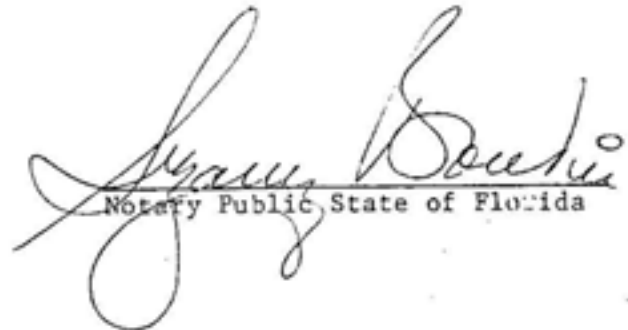
Having been named to accept service of process for the above stated Corporation, at the place designated in this Certificate, I hereby accept to act in this capacity and agree to comply with the provisions of said act relative to keeping open said office.

  
ERIC LEVIN  
Resident Agent

STATE OF FLORIDA )  
COUNTY OF BROWARD )ss:

I HEREBY CERTIFY that on this 9 day of Dec, 1981, before me the undersigned authority personally appeared Eric Levin, Luis Clark and Sidney Pearson, to me known to be the persons described in and who executed the foregoing Articles of Incorporation, and they acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal at said County and State the day and year first above written.

  
Notary Public State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAR 7 1985  
INDEXED THRU GENERAL INS, UNDERWRITERS

Legal Description of Phase I

A portion of Parcel "13 B", "WELLEBY N.W. QUADRANT", according to the plat thereof, as recorded in Plat Book 110, Page 48, of the Public Records of Broward County, Florida, more particularly described as follows:

COMMENCE at the Southeast corner of said plat; thence South  $88^{\circ} 55' 02''$  West along the southerly boundary of said plat, 324.63 feet to the POINT OF BEGINNING; thence South  $88^{\circ} 55' 02''$  West, 760.31 feet; thence North  $01^{\circ} 04' 58''$  West, 77.69 feet; thence South  $89^{\circ} 22' 45''$  West, 274.99 feet; thence North  $00^{\circ} 37' 15''$  West, 276.33 feet; thence North  $89^{\circ} 22' 45''$  East, 46.65 feet; thence North  $00^{\circ} 37' 15''$  West, 159.67 feet; thence North  $89^{\circ} 22' 45''$  East, 135.57 feet; thence South  $08^{\circ} 40' 56''$  East, 322.04 feet; thence North  $88^{\circ} 55' 02''$  East, 106.50 feet; thence South  $52^{\circ} 13' 22''$  East, 137.26 feet; thence North  $68^{\circ} 43' 58''$  East, 293.90 feet; thence North  $01^{\circ} 04' 58''$  West, 89.30 feet; thence North  $88^{\circ} 55' 02''$  East, 506.01 feet; thence South  $01^{\circ} 04' 58''$  East, 93.29 feet; thence South  $41^{\circ} 14' 45''$  West, 279.59 feet to the POINT OF BEGINNING.

Said lands lying in the City of Sunrise, Broward County, Florida, containing 6.76 acres more or less.

Prepared by:  
Craig A. Smith & Associates  
Engineers & Surveyors  
3300 University Drive  
Coral Springs, Florida 33065  
Project No. 81-009  
September 4, 1981

OFF  
REC 10154 PAGE 745

BY-LAWS

OF

WINDING LAKE AT WELLEBY CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

General

Section 1. The Association. These By-Laws are for WINDING LAKE at WELLEBY CONDOMINIUM ASSOCIATION, INC., a corporation not for profit organized for the purpose of managing, operating and administering the Condominium established on the land described in Exhibit "A" attached hereto.

Section 2. The Principal Office. The principal office of the Association shall be 3000 Sunrise Lakes Dr. W., Sunrise, Fl. 33322, or at such other place as may be subsequently designated by the Board of Administration.

Section 3. Definitions. The definitions set forth in the Declaration of Condominium for WINDING LAKE at WELLEBY, A CONDOMINIUM (hereinafter the "Condominium") are incorporated herein by reference.

ARTICLE II

Directors

Section 1. Developer Appointed Directors. The Developer shall appoint all members of the Board of Administration whom the Unit Owners are not entitled to elect. Notwithstanding anything in these ByLaws to the contrary, the Developer-appointed Directors need not be Unit Owners and may be removed and replaced only by the Developer.

Section 2. Directors. When the earliest of the events listed in Section 7 of this Article has occurred, the Unit Owners shall be entitled to elect the numbers of Directors specified in said Section 7. If necessary and unless the Developer agrees in writing to the contrary, the number of Directors shall then be increased so that the Developer elects the maximum number of Directors he is entitled to elect.

Section 3. Number. In no event shall there be less than three (3) nor more than nine (9) Directors. The exact number of Directors shall be determined from time to time by the Voting Members provided that the Developer shall be entitled to elect the maximum number of Directors which the provisions of Section 7 below entitle him to elect.

Section 4. Term. Directors shall serve for a one (1) year term or until their successors have been elected or appointed and qualified.

Section 5. Replacement. If the office of a Director becomes vacant for any reason other than the expiration of his term, a majority of the remaining Directors, though less than a quorum, shall appoint a successor at a special meeting duly called for that purpose. The successor shall serve until the expiration of the term of the Director he replaced.

Section 6. Removal. Before any Director is removed from office, he shall be notified in writing that a motion to remove him will be made at a specified meeting and if such Director is present at such meeting he shall be entitled to be heard prior to the vote in his removal.

EXHIBIT "E"



Section 7. First Board of Administration. The first Board of Administration shall consist of

Eric Levin

Sidney Pearson

Luis Clark

who shall hold office and exercise all powers of the Board of Administration until the first membership meeting as set forth in Article V of these By-Laws; however, any or all of said Directors shall be subject to replacement as above provided and under the following circumstances:

At such time as Unit Owners other than the Developer own fifteen (15%) percent or more of the Condominium Units that will be operated by the Condominium Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3rd) of the members of the Board of Administration. Unit Owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board upon the first of the following to occur:

A. Three (3) years after sales by the Developer have been closed on fifty (50%) percent of the condominium Units that will be ultimately operated by the Association; or

B. Three (3) months after sales have been closed by the Developer on ninety percent (90%) of the Units that will be ultimately operated by the Association; or

C. When all of the Units that will be ultimately operated by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business; or

D. When some of the Units have been conveyed to Purchasers and none of the others are being constructed or offered for sale to customers by the Developer in the ordinary course of its business.

The Developer shall be entitled to elect not less than one (1) member of the Board as long as it holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium operated by the Association.

Section 8. Powers. The property and business of the Association shall be managed by the Board which may exercise all corporate powers not specifically prohibited by statute or the Articles of Incorporation and which may exercise all powers directed or required to be exercised or done by the members pursuant to these By-Laws. These powers shall specifically include, but shall not be limited to, the following:

A. To levy upon the members monthly and other special or emergency assessments which are necessary for anticipated current operating expenses and for all unpaid operating expenses periodically incurred and payable in advance. The Board, in accordance with Article VII, Section 3 of these By-Laws, may increase the monthly assessments or vote a special assessment if required to meet any necessary additional expenses.

B. To use and to expend the assessments collected for maintenance, care, preservation and when necessary, replacement of the Condominium Units, the Common Elements, the Limited Common Elements, the Condominium Property (other than the interiors of the Condominium Units which are to be maintained, cared for, preserved and replaced by the individual Condominium Unit Owners) and any land owned by the Association and any improvements thereon.

C. To purchase whatever personal property is required by the Association.

D. To enter into and upon the Condominium Units when necessary and at as little inconvenience to the owner as possible. Each owner of a Condominium Unit grants a perpetual easement in the event of an emergency to the then existing Board of Administration or its duly authorized agents to enter into his Condominium Unit when necessary.

E. To pay taxes assessed and levied against any real or personal property owned by the Association.

F. To insure the Unit Owners and keep them insured against loss from public liability, casualty and damage to Association property and to the Common Elements, and to carry such other insurance as the Board deems advisable. In the event of damage or destruction of any real or personal property covered by such insurance, to use the proceeds for repairs and replacement in accordance with the provisions of the Declaration of Condominium.

G. To collect delinquent assessments by suit or otherwise.

H. To abate nuisances.

I. To enjoin or seek damages from Unit Owners for violations of the Declaration of Condominium, these By-Laws or Rules and Regulations adopted by the Board.

J. To employ such personnel, make such purchases and enter into such contracts as may be necessary or desirable in carrying out the operation and management of the Condominium.

K. To make, amend and repeal Rules and Regulations governing the operation, maintenance and management of the Condominium, including without limitation, the use and occupancy of the Units by the members and the use of the Common Elements.

L. To enter into a management agreement on behalf of the Association and to delegate to the management firm any of the Association's duties except those which require approval of the Board or the Unit Owners.

M. To impose and collect fines from any Unit Owner for the failure of that Unit Owner, his guests, tenants or invitees to abide by any rule or regulation of the Association.

N. To borrow money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the Common Elements or the acquisition of property; and to grant mortgages and/or security interests in the Association property; provided, however, that the consent of two-thirds (2/3 rds) of the Voting Members present at any members' meeting at which a quorum is present shall be required to approve loans in excess of Twenty Thousand Dollars (\$20,000.00). If the Association fails to repay all or part of any sum borrowed in accordance with this paragraph, a Unit Owner may have his Unit released from the lien created thereby by paying to the creditor who loaned the money the percentage of the amount owed equal to the percentage of the Common Elements appurtenant to that Unit Owner's Unit. Notwithstanding anything to the contrary contained herein, as long as the Developer owns any Unit, no action may be taken under this paragraph without the Developer's prior written consent.

O. To manage the Common Areas described in that certain Easement and Joint Use Agreement attached to the Declaration of Condominium of Winding Lake at Welleby as section J.

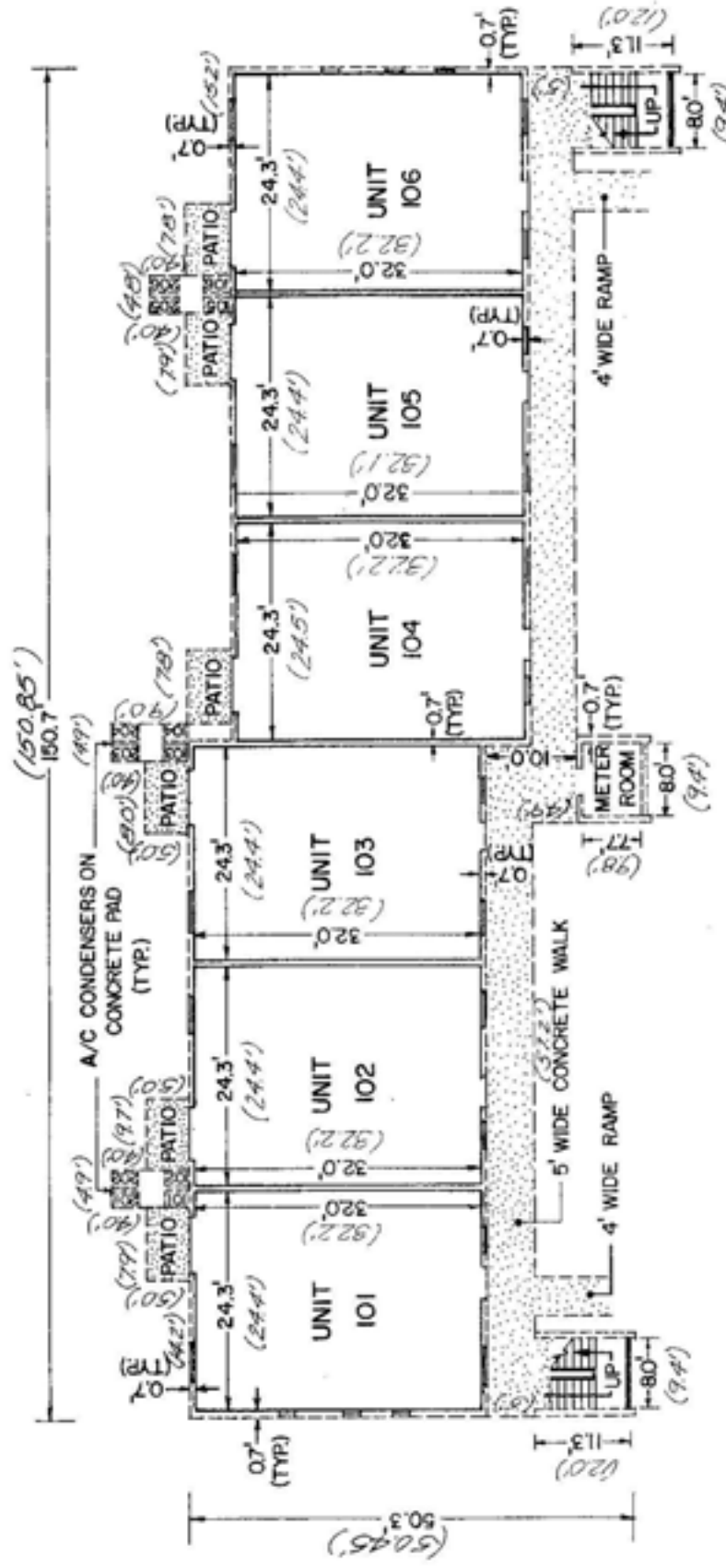
Section 9. Compensation. Directors and officers shall serve without compensation.

Section 10. Meetings.

A. Immediately after the adjournment of a meeting at which Directors are elected, the Directors shall hold their first meeting. In the

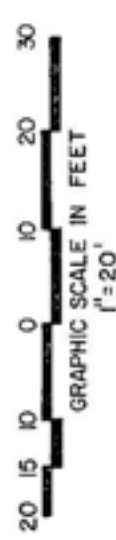
# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING 3



**1st FLOOR**

*Final Survey 6/4/82.  
(Under-Construction): 4/20/82. As Constructed dimensions shown Heshy ( )*



*As-Constructed Upper Limits of  
Apartment, 19.94'*

*As-Constructed Lower Limits of  
Apartment, 10.52'*

PROPOSED UPPER LIMITS OF APARTMENT 18.59

PROPOSED LOWER LIMITS OF APARTMENT 10.50

**NOTE:**  
UNITS WILL BE IDENTIFIED BY UNIT AND BUILDING NUMBERS.

PREPARED BY:  
**CRAIG A. SMITH & ASSOCIATES**  
CONSULTING ENGINEERS & SURVEYORS  
CORAL SPRINGS, FLORIDA.  
DATE: OCTOBER, 1981.

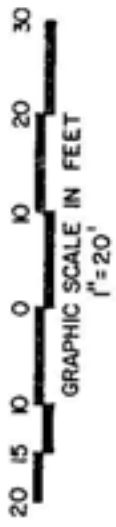
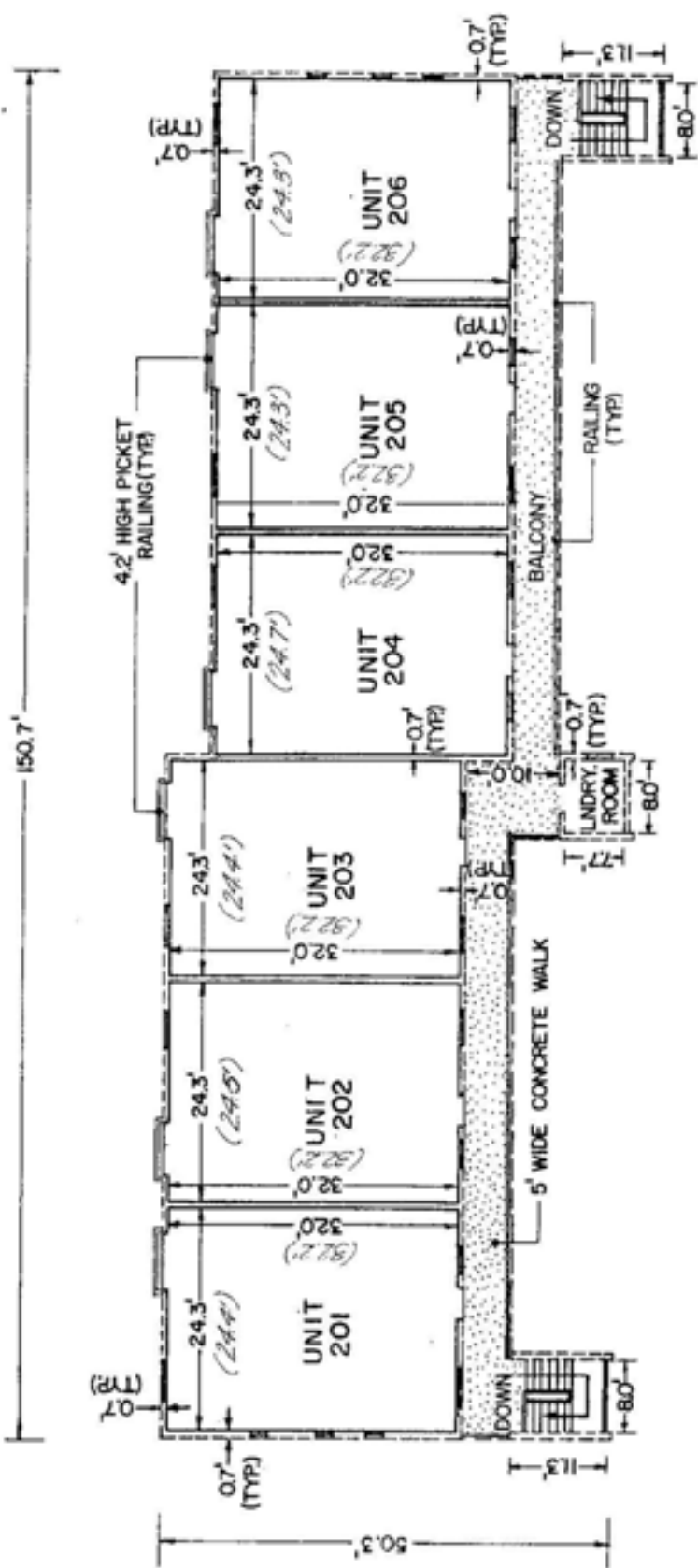
EXHIBIT " " " " " "  
SHEET \_\_\_ OF \_\_\_ SHEETS

PROJECT NO. 81-009

Composite Exhibit "A", Pg. 3 of 6

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING 3



*As-Constructed Upper Limits of Apartment: 27.57'*  
*As-Constructed Lower Limits of Apartment: 19.54'*

PROPOSED UPPER LIMITS OF APARTMENT 27.41'  
PROPOSED LOWER LIMITS OF APARTMENT 19.25'

NOTE: UNITS WILL BE IDENTIFIED BY UNIT AND BUILDING NUMBERS.

2nd FLOOR

PREPARED BY:  
**CRAIG A. SMITH & ASSOCIATES**  
CONSULTING ENGINEERS & SURVEYORS  
CORAL SPRINGS, FLORIDA.  
DATE: OCTOBER, 1981.

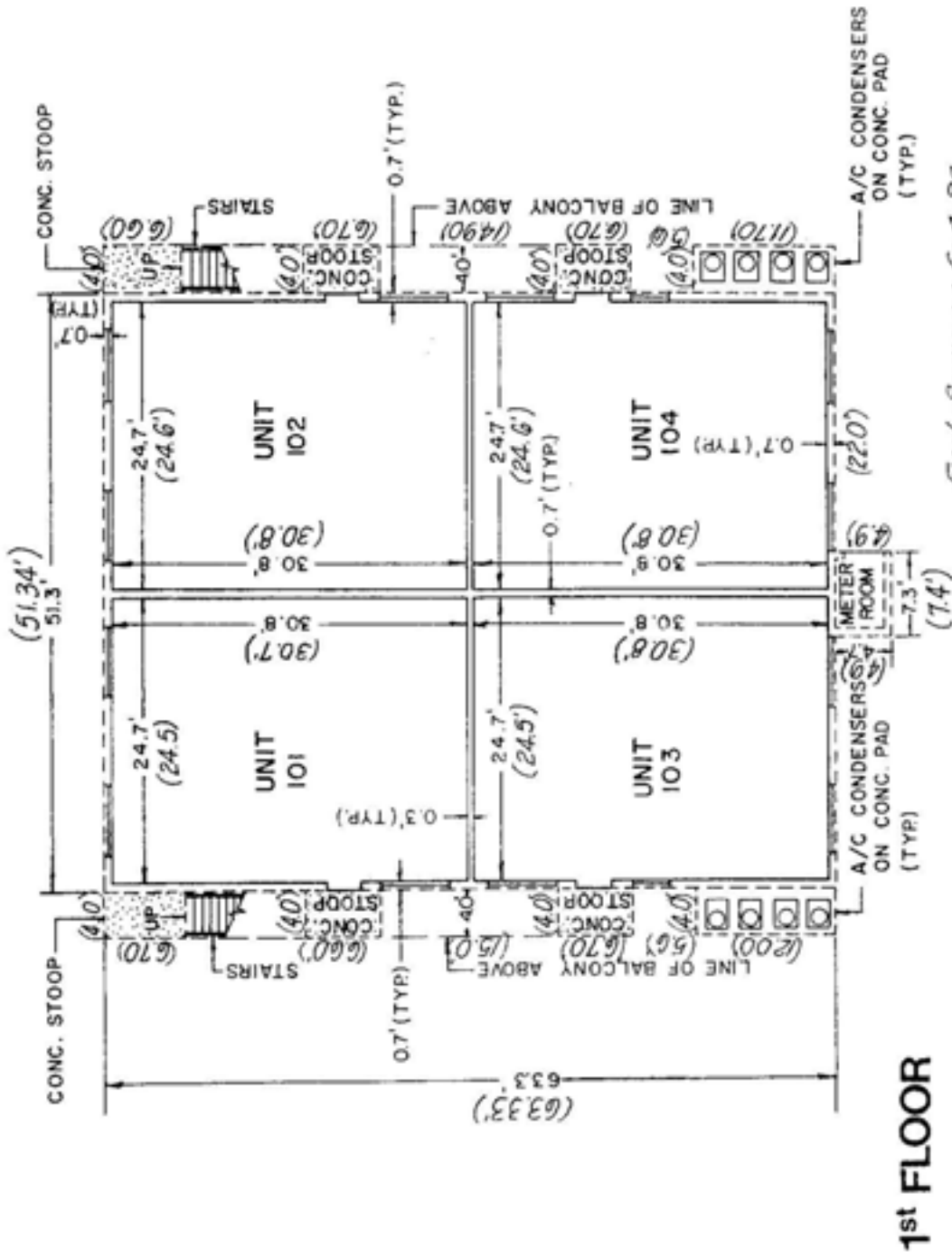
*Final Survey 6/4/82  
(Under-Construction): 4/20/82*

EXHIBIT " " SHEET \_\_\_ OF \_\_\_ SHEETS

*Composite Exhibit "A", Pg 4 of 6*

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING 4  
(2 BEDROOM OPTION)



1st FLOOR



AS CONSTRUCTED UPPER LIMITS OF APARTMENT = 18.20'  
AS CONSTRUCTED LOWER LIMITS OF APARTMENT = 10.20'

PROPOSED UPPER LIMITS OF APARTMENT 18.58'  
PROPOSED LOWER LIMITS OF APARTMENT 10.50'

NOTE:  
UNITS WILL BE IDENTIFIED BY UNIT AND BUILDING NUMBERS.

PREPARED BY:  
**CRAIG A. SMITH & ASSOCIATES**  
CONSULTING ENGINEERS & SURVEYORS  
CORAL SPRINGS, FLORIDA.  
DATE: OCTOBER, 1981

EXHIBIT "A"  
SHEET OF SHEETS

Final Survey: 6-4-82  
(Under-Construction): 3-16-82 AS CONSTRUCTED DIMENSIONS SHOWN THUSLY

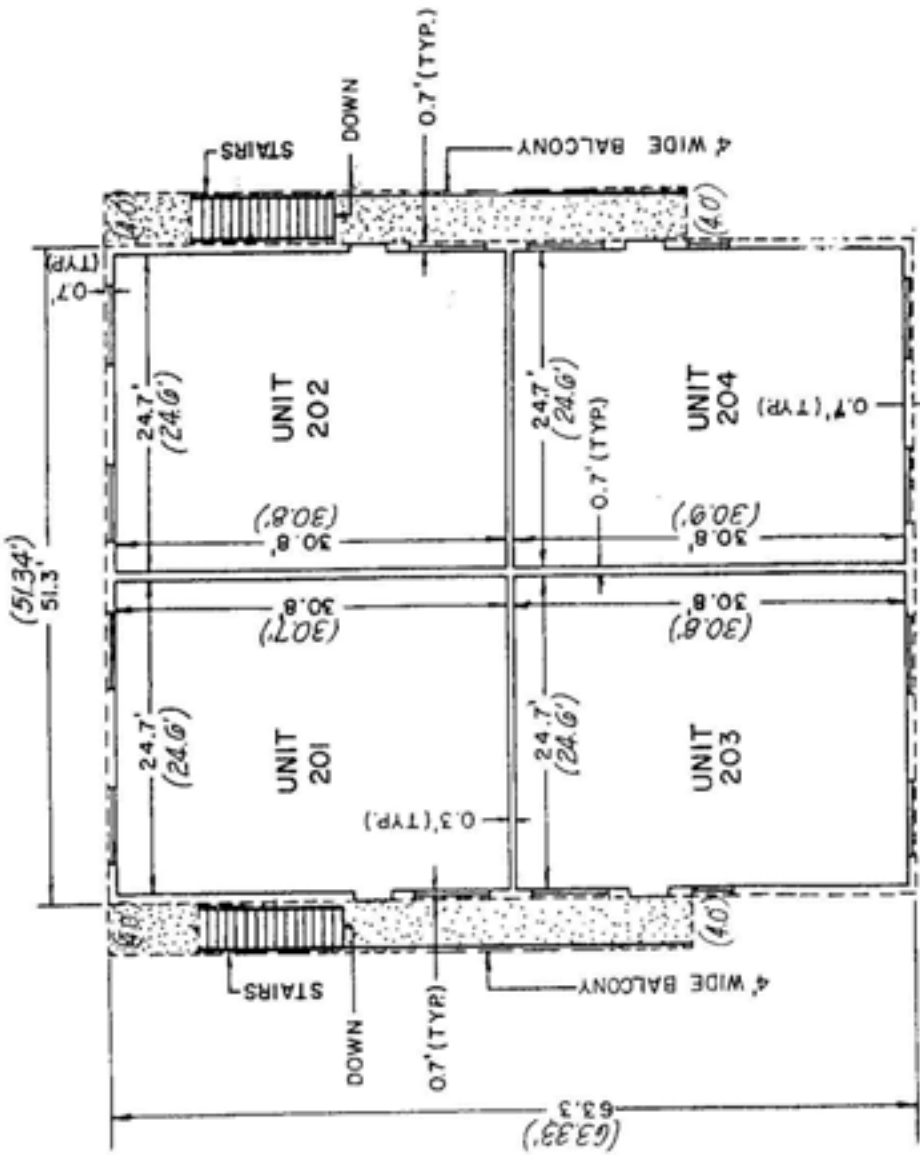
PROJECT NO. 81-009

Composite Exhibit "A", Pg. 5 of 6

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING 4  
(2 BEDROOM OPTION)

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
**F. T. JOHNSON**  
COUNTY ADMINISTRATOR



2<sup>nd</sup> FLOOR



A5- CONSTRUCTED UPPER LIMITS  
OF APARTMENT = 26.98

A5 CONSTRUCTED LOWER LIMITS  
OF APARTMENT = 19.03

PROPOSED UPPER LIMITS OF APARTMENT 27.46

PROPOSED LOWER LIMITS OF APARTMENT 19.29

NOTE:  
UNITS WILL BE IDENTIFIED BY UNIT AND  
BUILDING NUMBERS

PREPARED BY:  
**CRAIG A SMITH & ASSOCIATES**  
CONSULTING ENGINEERS & SURVEYORS  
CORAL SPRINGS, FLORIDA.  
DATE: OCTOBER, 1981

EXHIBIT " " "  
SHEET OF SHEETS

Final Survey: 6-5-82  
(Under-Construction): 3-16-82 A5 CONSTRUCTED DIMENSIONS SHOWN THUSLY ( )

PROJECT NO. 81-009

Composite Exhibit "A" - Pg. 4 of 6

SEP 22 2 17 PM '82

82-253721

FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM

THIS AMENDMENT, made and entered into this 17 day of September, 1982, by DCA AT WELLEBY, INC., (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, the Developer created, prepared and recorded the Declaration of Condominium (the "Declaration") for WINDING LAKE AT WELLEBY, a Condominium (the "Condominium"), which Declaration was recorded on April 27, 1982, in Official Records Book 10154, Page 677, of the Public Records of Dade County, Florida; and

WHEREAS, the Declaration has previously been amended to supercede Exhibit "B" to same which is the survey required in accordance with Florida Statute 718.104 (the "Survey"), to add additional buildings as they have been completed by the Developer; and

WHEREAS, the Declaration provides that the Condominium shall be developed in phases; and

WHEREAS, Phase I of the Condominium is complete and the Developer now desires to submit to the Declaration the real property upon which Phase II will be located.

NOW, THEREFORE, the Declaration is amended as follows:

1. The above recitations are true and correct.
2. Phase II is hereby added to the Declaration and the real property upon which its condominium units will be located is hereby submitted thereto, as per Exhibit "F" of the Declaration.
3. The Survey is hereby supplemented by the addition of the Surveys and the certification contained on Exhibit "1" attached hereto.
4. Except as modified herein, the Declaration as amended, remains in full force and effect.

IN WITNESS WHEREOF, the party has affixed its hand and official seal on the day and year first above written.

DCA AT WELLEBY, INC. (SEAL)

Attest: *[Signature]*  
Luis Clark, Secretary

BY: *[Signature]*  
ERIC LEVIN, President

University Title

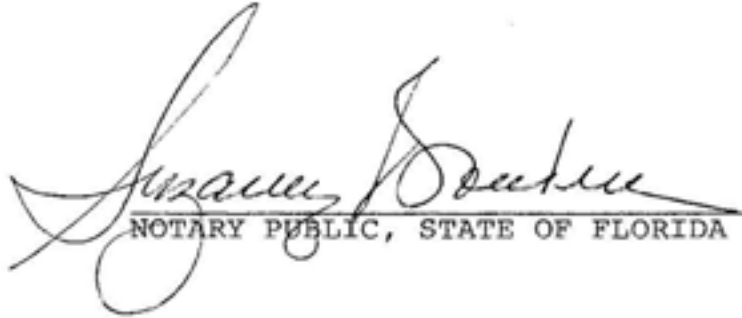
This instrument prepared by  
MICHAEL J. HERRON, ESQUIRE  
MEYER, WEISS, ROSE, ARKIN & SHOCKETT, P.A.  
407 Lincoln Road  
Miami Beach, Florida 33139

OFF 10413 PG 5/3

49.00

STATE OF FLORIDA     )  
                              ) SS:  
COUNTY OF BROWARD    )

The foregoing Fifth Amendment to Declaration of Condominium was acknowledged before me this 17 day of September, 1982, by Eric Levin, as President, and Luis Clark, as Secretary of DCA AT WELLEBY, INC., a Florida corporation, on behalf of said corporation.

  
NOTARY PUBLIC, STATE OF FLORIDA

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAR 7 1988  
BONDED THRU GENERAL INS & UNDERWRITERS

OFF 10413pg 574

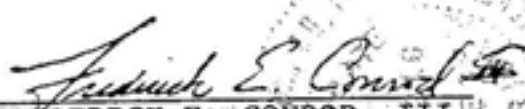


SURVEYOR'S CERTIFICATE

I, FREDERICK E. CONROD, III, hereby certify that:

1. I am a duly registered land surveyor authorized to practice in this state, under the laws of the State of Florida, being Professional Land Surveyor No. 2816.
2. The construction of improvements which comprise WINDING LAKE AT WELLEBY, A CONDOMINIUM, BUILDINGS 12, 25, 26, & 27; PHASE II, are substantially complete, so that the materials which comprise this Exhibit " 1 " to the Declaration of Condominium of WINDING LAKE AT WELLEBY, A CONDOMINIUM, TOGETHER WITH the provisions of said Declaration of Condominium describing the condominium property, is an accurate representation of the location and dimensions of said improvements and that the identification, location and dimensions of the Common Elements, Limited Common Elements and of each apartment can be determined from said materials.
3. As to the above numbered completed buildings all planned improvements, including, but not limited to, landscaping, utility services (where applicable), and access to the unit, and common element facilities serving the buildings have been substantially completed.

Certified this 13th day of September, 1982.

  
FREDERICK E. CONROD, III,  
Professional Land Surveyor  
State of Florida No. 2816

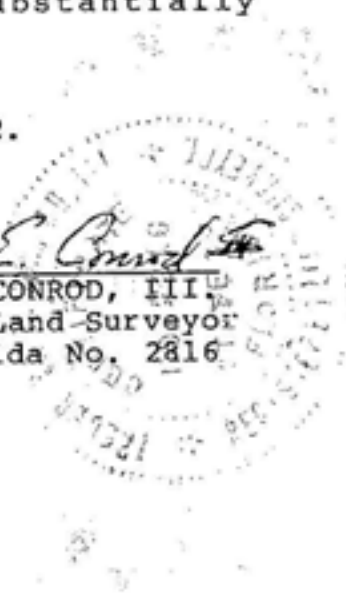


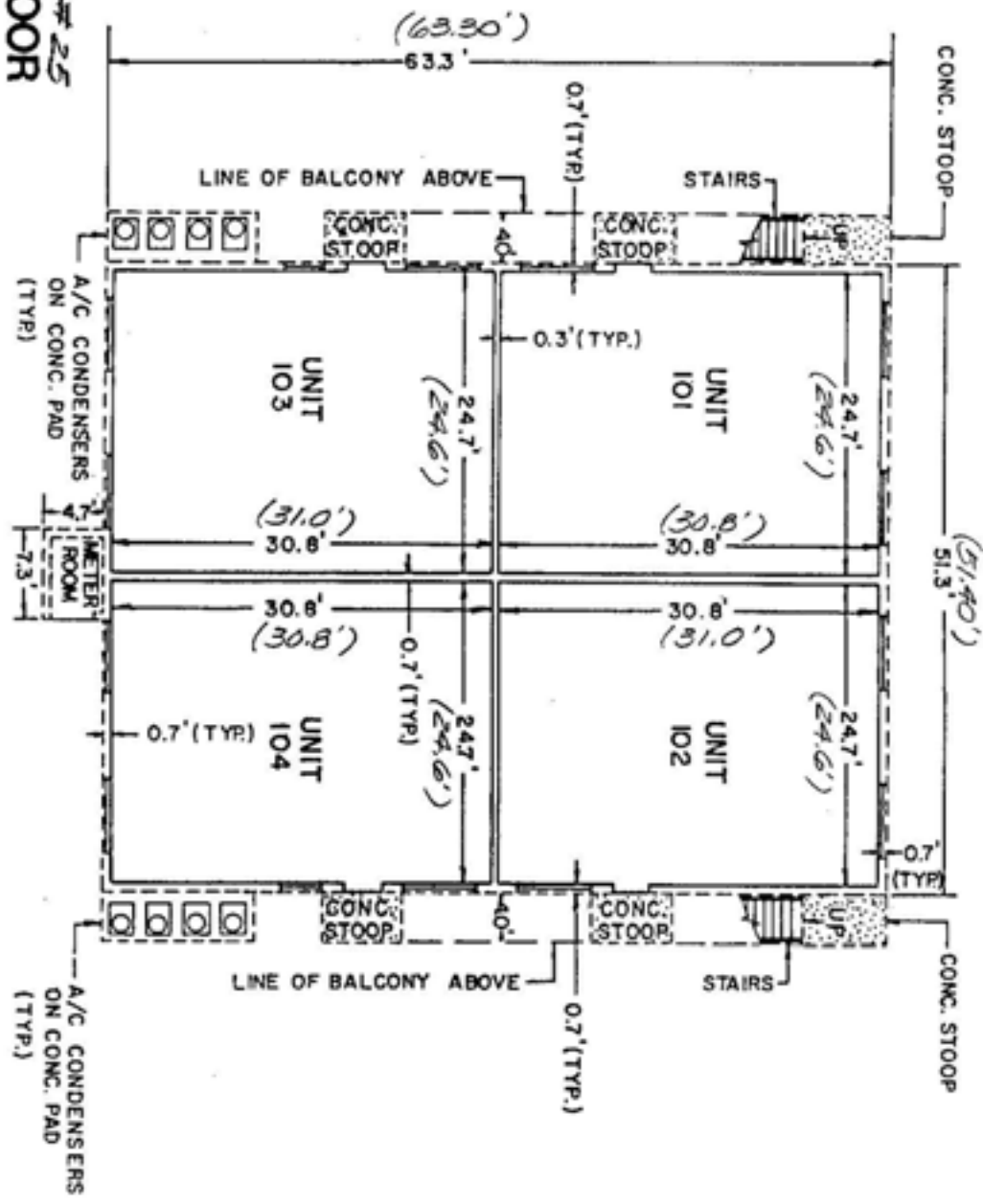
Exhibit "1"  
Pg 1 of 10

OFF 10413pg 575

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING 12,14,15,16,17,18,19,20,21,22,23,24, 25,26 & 27  
(2 BEDROOM OPTION)

**BUILDING # 25  
1st FLOOR**



AS-BUILT DIMENSIONS SHOWN THUSLY ( )



PROPOSED UPPER LIMITS OF APARTMENT 1058  
AS-BUILT CEILING ELEV. (1059')  
PROPOSED LOWER LIMITS OF APARTMENT 1050  
AS-BUILT FINISH FLOOR ELEV. (1050')

NOTE:  
UNITS WILL BE IDENTIFIED BY UNIT AND BUILDING NUMBERS.

**FINAL SURVEY BLDG. #25**  
DATE: 9/9/82  
FOUNDATION SURVEY  
DATE: 9/13/82 - FB-456/33

PREPARED BY:  
**CRAIG A SMITH & ASSOCIATES**  
CONSULTING ENGINEERS & SURVEYORS  
CORAL SPRINGS, FLORIDA.  
DATE: JANUARY, 1982

SHEET OF SHEETS  
EXHIBIT " " "

Exhibit "1", Pgs 9 & 10

C E R T I F I C A T E

This is to certify that we have obtained a finished main floor elevation on the building situated on the following described lands:

Bldg #14, Phase II, WINDING LAKE AT WELLEBY A CONDOMINIUM

LAND DESCRIPTION:

A portion of the Plat of Parcel "13 B," WELLEBY N.W. QUADRANT according to the Plat thereof, as recorded in Plat Book 110, Page 48, of the Public Records of Broward County, Florida.

Our resultant elevation of the finished floor is 10.53'. This elevation is based on the National Geodetic Vertical Datum of 1929, and on bench marks supplied by the Engineering Department of Broward County, Florida.

CERTIFIED CORRECT this 14th day of September, 1982

BY:

*Frederick E. Conrad, III*  
Frederick E. Conrad, III  
Professional Land Surveyor  
Florida Registration No. 2816

Project No.: 81-009

Date: 09/14/82

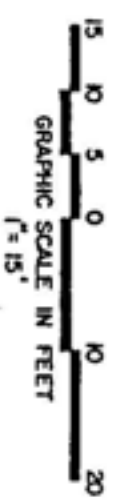
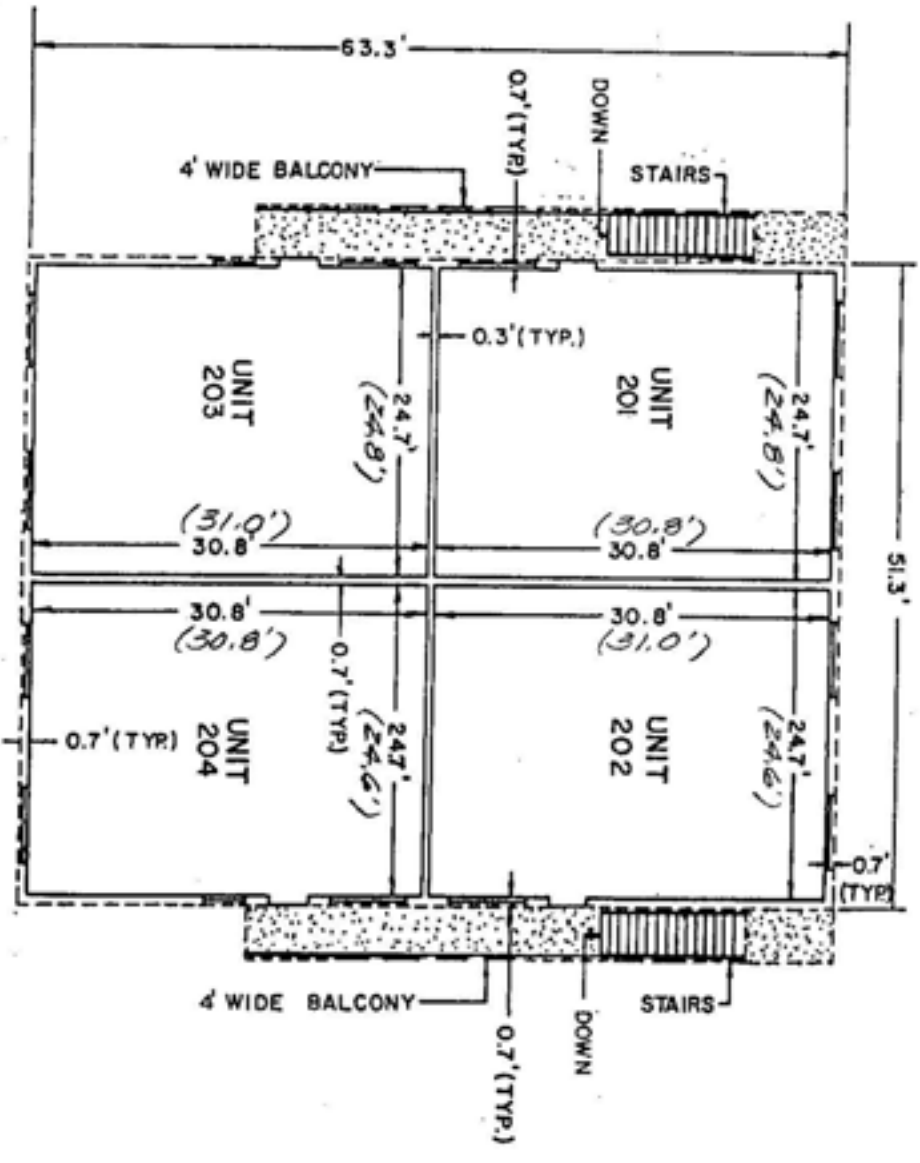
*Exhibit 1  
Pg 2 of 5*

REC 10450Pg 35

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 & 27  
(2 BEDROOM OPTION)

BUILDING #25  
2nd FLOOR



PROPOSED UPPER LIMITS OF APARTMENT 2746  
 AS-BUILT CEILING ELEV. = (27.48')  
 PROPOSED LOWER LIMITS OF APARTMENT 1929  
 AS-BUILT FINISH FLOOR EL. (19.36')

**NOTE:**

UNITS WILL BE IDENTIFIED BY UNIT AND BUILDING NUMBERS

FINAL SURVEY BLDG. #25

PREPARED BY:  
**CRAIG A SMITH & ASSOCIATES**  
 CONSULTING ENGINEERS & SURVEYORS

CORAL SPRINGS, FLORIDA  
 DATE: JANUARY, 1992

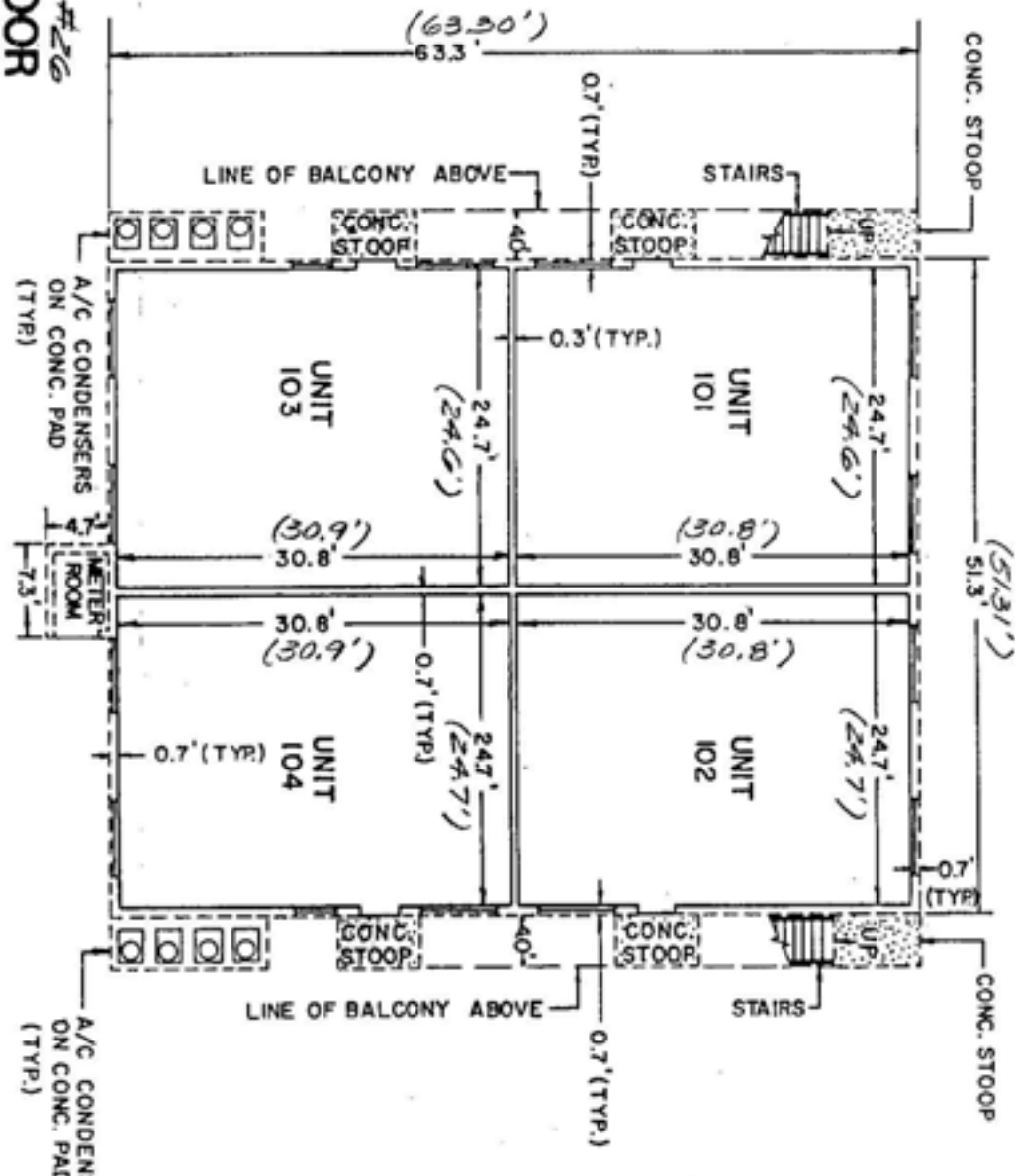
SHEET OF SHEETS  
 EXHIBIT " " "

AS-BUILT DIMENSIONS SHOWN THUSLY ( )

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING 12,14,15,16,17,18,19,20,21,22,23,24,25,26,27  
(2 BEDROOM OPTION)

BUILDING #26  
1st FLOOR



AS-BUILT DIMENSIONS SHOWN THUSLY ( )



PROPOSED UPPER LIMITS OF APARTMENT 18.58  
AS-BUILT CEILING ELEV. = (18.55')  
PROPOSED LOWER LIMITS OF APARTMENT 10.50  
AS-BUILT FINISH FLOOR EL. = (10.50')

NOTE:  
UNITS WILL BE IDENTIFIED BY UNIT AND BUILDING NUMBERS.

FINAL SURVEY BLDG #26 9/9/82  
FOUNDATION SURVEY 6-30-82 - 400/25

PREPARED BY:  
**CRAIG A SMITH & ASSOCIATES**  
CONSULTING ENGINEERS & SURVEYORS  
CORAL SPRINGS, FLORIDA.

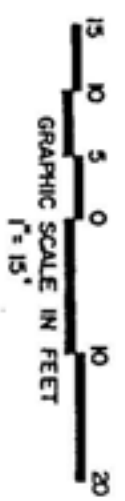
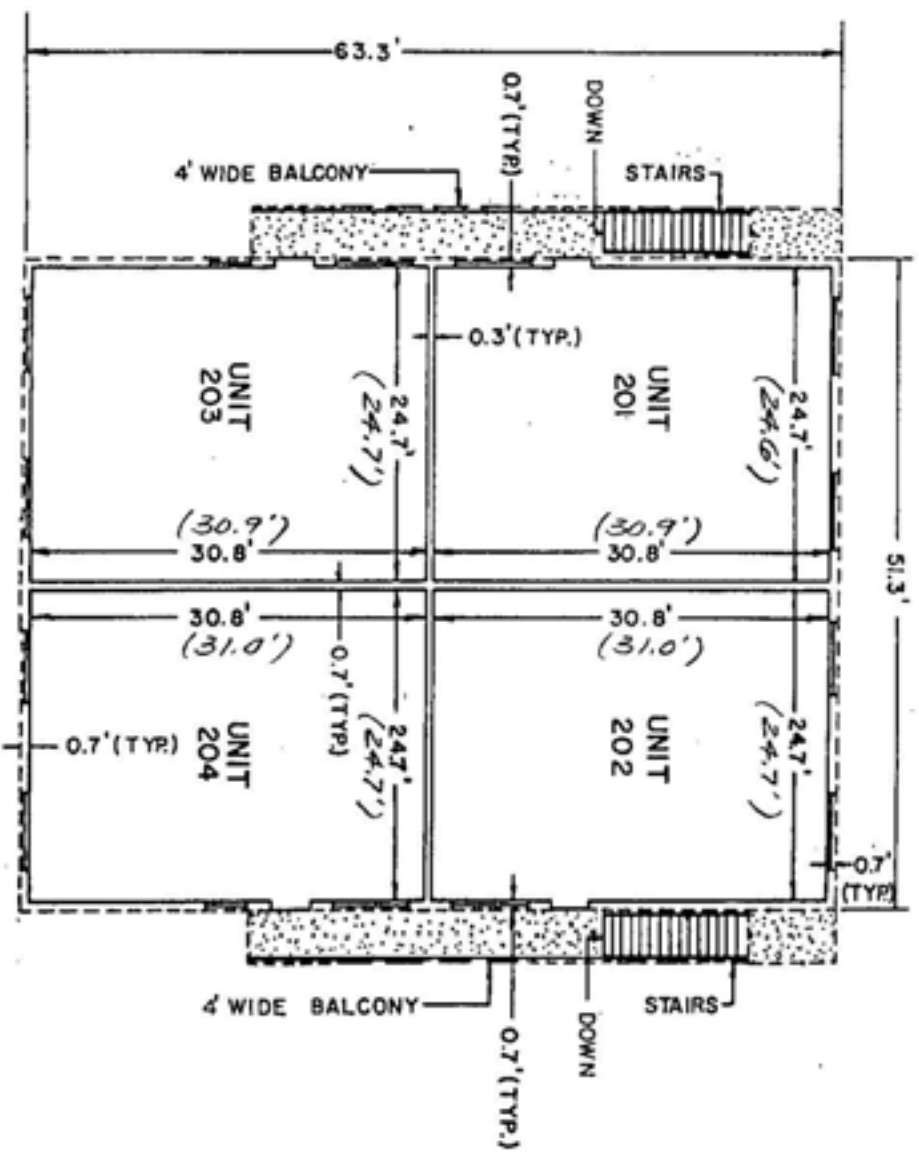
DATE: JANUARY, 1982

EXHIBIT " " " "  
SHEET OF SHEETS

Exhibit "1", Pg 7 of 10

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27  
(2 BEDROOM OPTION)



PROPOSED UPPER LIMITS OF APARTMENT 2746  
AS-BUILT CEILING ELEV. = (27.46')  
PROPOSED LOWER LIMITS OF APARTMENT 1929  
AS-BUILT FINISH FLOOR ELEV. = (19.30')

NOTE:  
UNITS WILL BE IDENTIFIED BY UNIT AND BUILDING NUMBERS  
FINAL SURVEY BLDG. #26  
DATE: 7/9/82

PREPARED BY:  
**CRAIG A SMITH & ASSOCIATES**  
CONSULTING ENGINEERS & SURVEYORS  
CORAL SPRINGS, FLORIDA

DATE: JANUARY, 1982

EXHIBIT " " "  
SHEET OF SHEETS

BUILDING #26  
2nd FLOOR

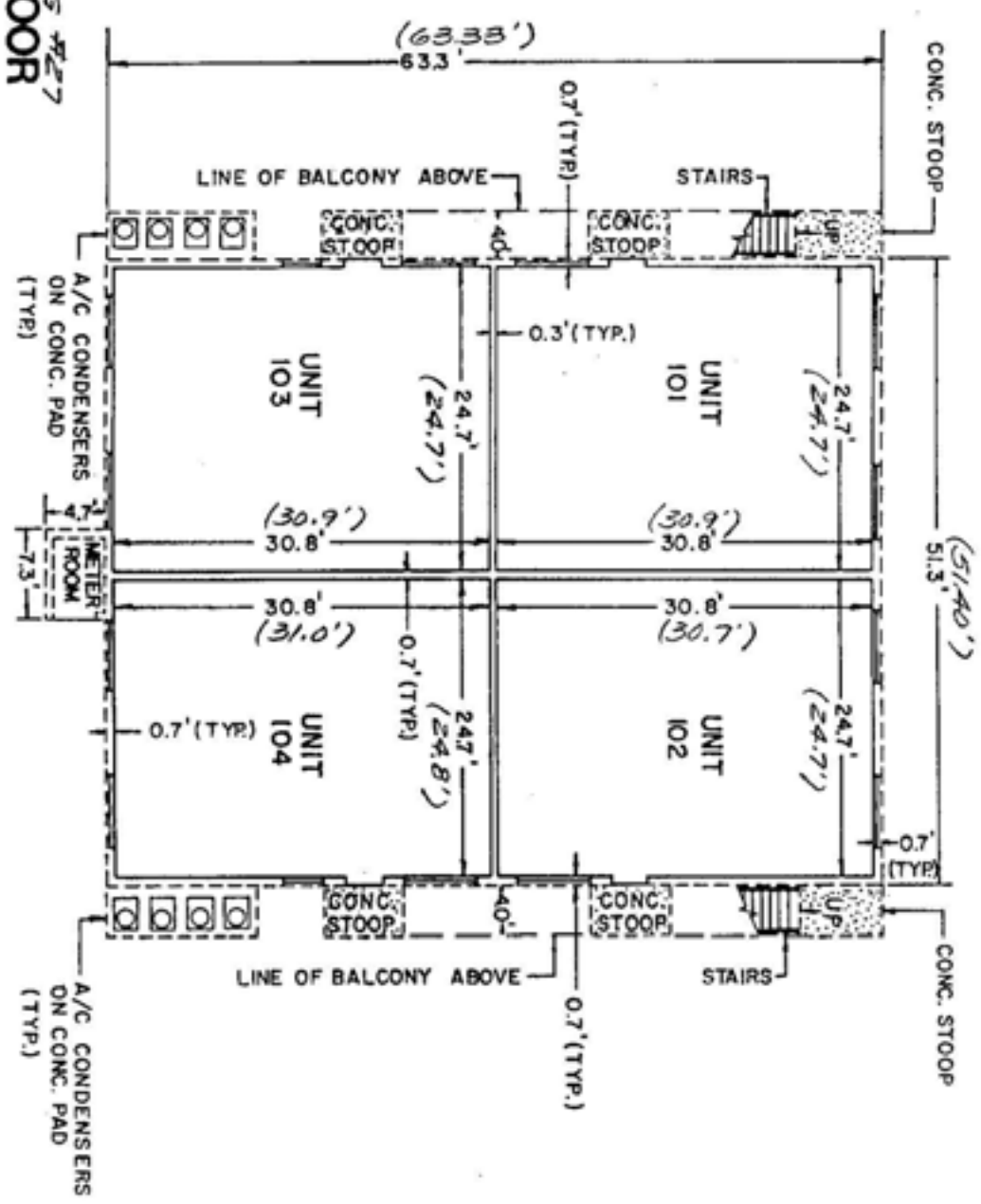
AS-BUILT DIMENSIONS SHOWN THUSLY ( )

Exh. hit "1" Pg. 8 of 10

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING 12,14,15,16,17,18,19,20,21,22,23,24,25,26 & 27  
(2 BEDROOM OPTION)

**BUILDING #27  
1st FLOOR**



AS-BUILT DIMENSIONS SHOWN THUSLY ( )



PROPOSED UPPER LIMITS OF APARTMENT 10.58  
AS-BUILT CEILING ELEV. (10.81')  
PROPOSED LOWER LIMITS OF APARTMENT 10.50  
AS-BUILT FINISH FLOOR E.L. (10.55')

NOTE:  
UNITS WILL BE IDENTIFIED BY UNIT AND BUILDING NUMBERS.

FINAL SURVEY BLDG. #27  
DATE: 9/9/82  
FOUNDATION Survey 6/1/82 456/19

PREPARED BY:  
**CRAIG A SMITH & ASSOCIATES**  
CONSULTING ENGINEERS & SURVEYORS  
CORAL SPRINGS, FLORIDA.

DATE: JANUARY, 1982

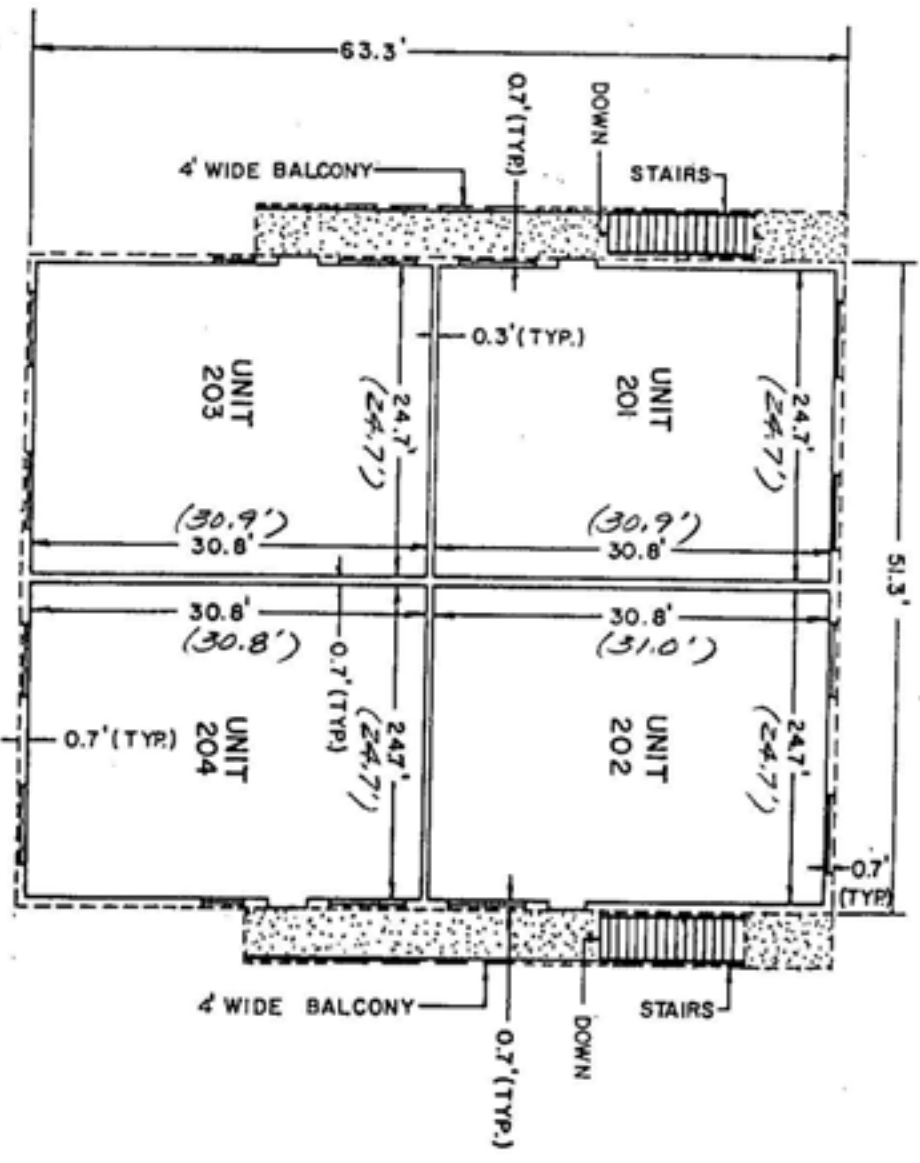
EXHIBIT " " "  
SHEET OF SHEETS

PROJECT NO. 81-009

Exhibit "1", Pg 9 of 10

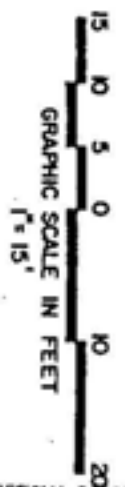
# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 & 27  
(2 BEDROOM OPTION)



BUILDING #27  
2nd FLOOR

AS-BUILT DIMENSIONS SHOWN THUSLY ( )



RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
**F. T. JOHNSON**  
COUNTY ADMINISTRATOR

PROPOSED UPPER LIMITS OF APARTMENT 2746  
AS-BUILT CEILING ELEV. = (27'42")  
PROPOSED LOWER LIMITS OF APARTMENT 1929  
AS-BUILT FINISH FLOOR EL. = (19'52")

**NOTE:**

UNITS WILL BE IDENTIFIED BY UNIT AND  
BUILDING NUMBERS

FINAL SURVEY BLDG. #27  
DATE: 9/9/82

PREPARED BY:  
**CRAIG A SMITH & ASSOCIATES**  
CONSULTING ENGINEERS & SURVEYORS

CORAL SPRINGS, FLORIDA  
DATE: JANUARY, 1982

EXHIBIT " " "  
SHEET OF SHEETS

PROJECT NO. 81-009

Exhibit "1", 14.10 9/10



82-273566

AB

SIXTH AMENDMENT TO  
DECLARATION OF CONDOMINIUM

THIS AMENDMENT, made and entered into this 10 day of October, 1982, by DCA AT WELLEBY, INC., hereinafter referred to as "Developer".

W I T N E S S E T H :

WHEREAS, the Developer created, prepared and recorded the Declaration of Condominium (the "Declaration") for WINDING LAKE AT WELLEBY, a Condominium, (the "Condominium"), which Declaration was recorded on April 27, 1982, in Official Records Book 10154, Page 677, of the Public Records of Broward County, Florida; and

WHEREAS, the Declaration has previously been amended to supercede Exhibit "B" to same which is the survey required in accordance with Florida Statute 718.104 (the "Survey"), to add additional buildings as they have been completed by the Developer, and in addition, the Declaration was amended to add Phase II to the Condominium, which amendment entailed supplementing the Survey with a survey prepared in accordance with Florida Statute 718.104 which was certified by the surveyor only as to the buildings which were complete at that time; and

WHEREAS, the Developer has completed additional buildings located in the second phase of the Condominium subject to the Declaration, and the surveyor has certified to that fact; and

WHEREAS, the Declaration can now be amended to include such additional certification by the surveyor.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The above recitations are true and correct.
2. The Survey is hereby amended to supplement same by the addition of the surveys and the certification contained on Exhibit "1" attached hereto.
3. The Declaration was amended to add Phase II, which amendment contained a scrivener's error in that it described the original Declaration as being recorded in Official Records Book 10154, Page 677 of the Public Records of Dade County, Florida, instead of the Public Records of Broward County, Florida.

82 OCT 12 PM 3:15

REC 1045UPG 32

This instrument prepared by  
MICHAEL J. HERRON, ESQUIRE  
MEYER, WEISS, ROSE, ARKIN & SHOCKETT, P.A.  
407 Lincoln Road  
Miami Beach, Florida 33139

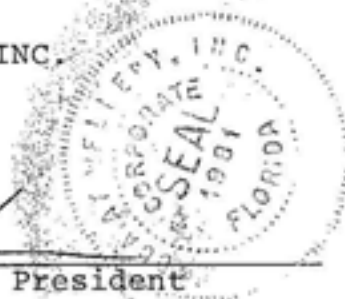
*[Handwritten signature]*

The Amendment containing the scrivener's error was recorded on September 22, 1982 in Official Records Book 10413, Page 573, of the Public Records of Broward County, Florida, and is hereby amended to correct said scrivener's error.

4. Except as modified herein, the Declaration as amended remains in full force and effect.

IN WITNESS WHEREOF, the Developer has affixed its hand and official seal on the day and year first above written.

DCA AT WELLEBY, INC.



BY: Eric Levin  
ERIC LEVIN, President

Attest: Luis Clark  
LUIS CLARK, Secretary

STATE OF FLORIDA     )  
                                  ) SS:  
COUNTY OF BROWARD    )

The foregoing Sixth Amendment to Declaration of Condominium was acknowledged before me this 6 day of October, 1982, by Eric Levin, as President and Luis Clark, as Secretary of DCA AT WELLEBY, INC., a Florida corporation, on behalf of said corporation.

Miller Bell Santmar  
NOTARY PUBLIC, STATE OF FLORIDA



My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES JUNE 2 1988  
BONDED THRU GENERAL INS. UNDERWRITERS


REC 10430PG 33


SURVEYOR'S CERTIFICATE

I, FREDERICK E. CONROD, III, hereby certify that:

1. I am a duly registered land surveyor authorized to practice in this state, under the laws of the State of Florida, being Professional Land Surveyor No. 2816.
2. The construction of improvements which comprise WINDING LAKE AT WELLEBY, A CONDOMINIUM, BUILDINGS 12, 14, 25, 26 & 27; PHASE II, are substantially complete, so that the materials which comprise this Exhibit " / " to the *SIXTH AMENDMENT to the* Declaration of Condominium of WINDING LAKE AT WELLEBY, A CONDOMINIUM, TOGETHER WITH the provisions of said Declaration of Condominium describing the condominium property, is an accurate representation of the location and dimensions of said improvements and that the identification, location and dimensions of the Common Elements, Limited Common Elements and of each apartment can be determined from said materials.
3. As to the above numbered completed buildings all planned improvements, including, but not limited to, landscaping, utility services (where applicable), and access to the unit, and common element facilities serving the buildings have been substantially completed.

Certified this 14th day of September, 1982.

  
FREDERICK E. CONROD, III  
Professional Land Surveyor  
State of Florida No. 2816



*Exhibit I  
Pg 1 of 5*

REC'D OF CO  
04

C E R T I F I C A T E

This is to certify that we have obtained a finished main floor elevation on the building situated on the following described lands:

Bldg. #17, Phase II, WINDING LAKE AT WELLEBY A CONDOMINIUM

LAND DESCRIPTION

A portion of the Plat of Parcel "13 B", WELLEBY N.W. QUADRANT according to the Plat thereof, as recorded in Plat Book 110, Page 48, of the Public Records of Broward County, Florida.

Our resultant elevation of the finished floor is 10.49.

This elevation is based on the National Geodetic Vertical Datum of 1929, and on bench marks supplied by the Engineering Department of Broward County.

CERTIFIED CORRECT this 14th day of March, 1983

BY: Gary A. Burden  
GARY A. BURDEN  
Professional Land Surveyor  
Florida Registration No. 3691



Project No. 81-009

Date: 3/14/83

Ex 1  
297

OFF 10754 pg 986

C E R T I F I C A T E

This is to certify that we have obtained a finished main floor elevation on the building situated on the following described lands:

Bldg. #18, Phase II, WINDING LAKE AT WELLEBY A CONDOMINIUM

LAND DESCRIPTION

A portion of the Plat of Parcel "13 B", WELLEBY N.W. QUADRANT according to the Plat thereof, as recorded in Plat Book 110, Page 48, of the Public Records of Broward County, Florida.

Our resultant elevation of the finished floor is 10.50. This elevation is based on the National Geodetic Vertical Datum of 1929, and on bench marks supplied by the Engineering Department of Broward County.

CERTIFIED CORRECT this 14th day of March, 1983

BY:

*Gary A. Burden*  
GARY A. BURDEN  
Professional Land Surveyor  
Florida Registration No. 3691

Project No. 81-009

Date: 3/14/83

Ex 1  
Pg 3 of 7

# WINDING LAKE AT WELLEBY, A CONDOMINIUM PHASE II

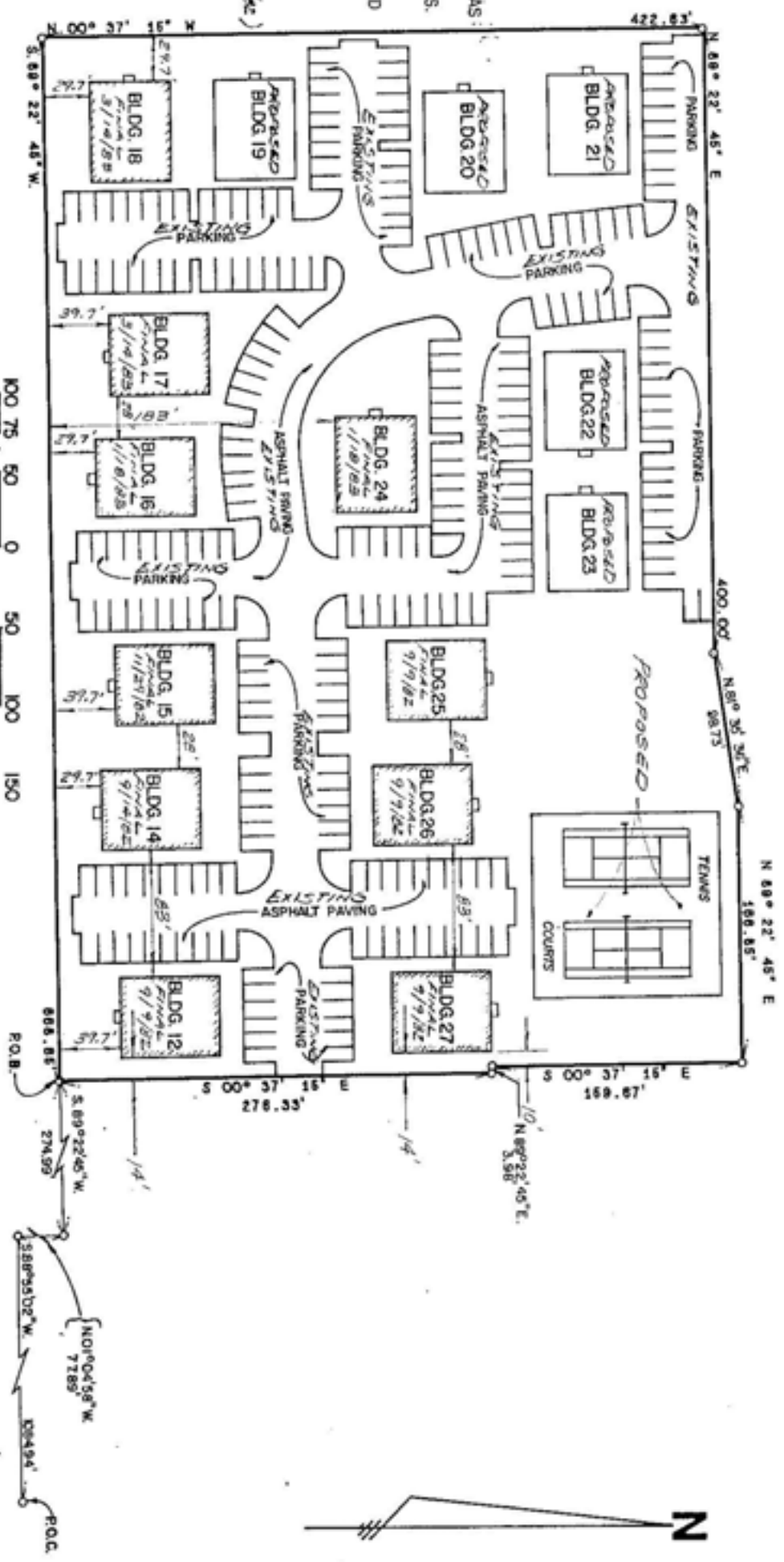
### NOTES

- 1 ALL AREAS SUBMITTED TO CONDOMINIUM OWNERSHIP AND NOT OCCUPIED BY CONDOMINIUM UNITS WILL BE COMMON AREAS EXCEPT FOR THOSE PARKING SPACES DESIGNATED AS LIMITED COMMON ELEMENTS.
- 2 SEE NOTE BELOW
- 3 ELEVATION OF PEAK OF ROOF OF PROPOSED BUILDING IS 36'1"

### NOTE:

BUILDINGS COMPLETED  
 ARE: -12, 25, 26, 27 (DATED: 9/9/82)  
 -14 (DATED: 9/14/82)  
 -15 (DATED: 11/27/82)  
 15 1/2 (DATED: 1/19/85)  
 17 1/2 (DATED: 3/14/85)

BUILDINGS PROPOSED  
 ARE: 19 - 28 INCLUSIVE  
 ALSO: TENNIS COURTS



PREPARED BY: CRAIG A. SMITH & ASSOCIATES, CONSULTING ENGINEERS & SURVEYORS, CORAL SPRINGS, FLORIDA. DATE: OCTOBER, 1981

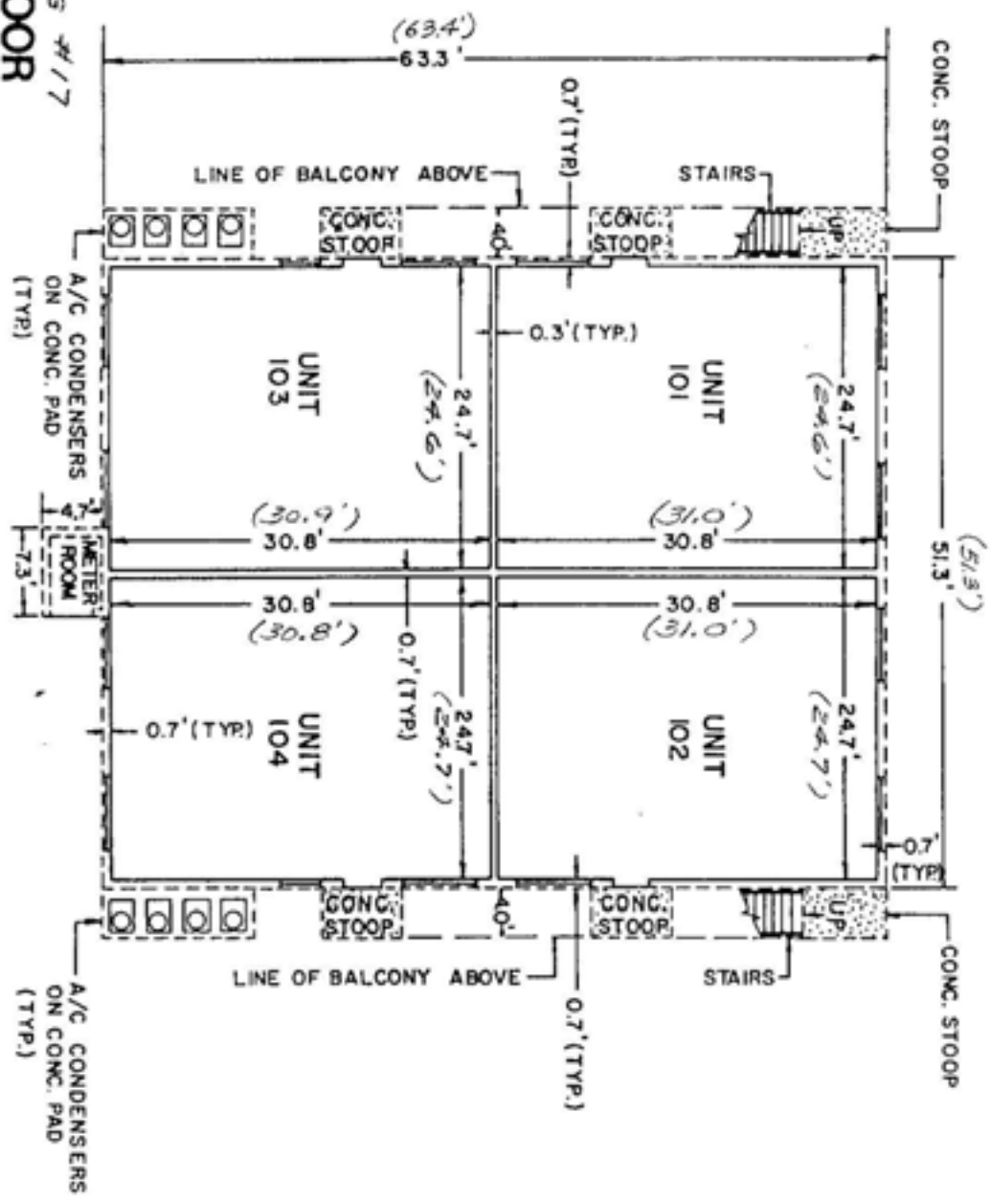
EXHIBIT "1"  
SHEET 4 OF 7 SHEETS

PROJECT NO. 81-009

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING 12,14,15,16,17,18,19,20,21,22,23,24,25,26 & 27  
(2 BEDROOM OPTION)

**BUILDING #17**  
**1st FLOOR**



PROPOSED UPPER LIMITS OF APARTMENT 18.58'  
AS-BUILT CEILING ELEV. 18.50'  
PROPOSED LOWER LIMITS OF APARTMENT 10.50'  
AS-BUILT FINISH FLOOR ELEV. 10.49'

**NOTE:**

UNITS WILL BE IDENTIFIED BY UNIT AND BUILDING NUMBERS.

FINAL SURVEY BLDG. #17  
DATE: 3/14/82  
FOUNDATION SURVEY  
DATE: 12/9/82 FB 456/56

PREPARED BY:

**CRAIG A SMITH & ASSOCIATES**  
CONSULTING ENGINEERS & SUPERVISORS

CORAL SPRINGS, FLORIDA.  
DATE: JANUARY, 1982

EXHIBIT "A"  
SHEET 5 OF 7 SHEETS

\*As-Built\* Dimensions Shown Thusly ( )

# WINDING LAKE AT WELLEBY, A CONDOMINIUM PHASE II

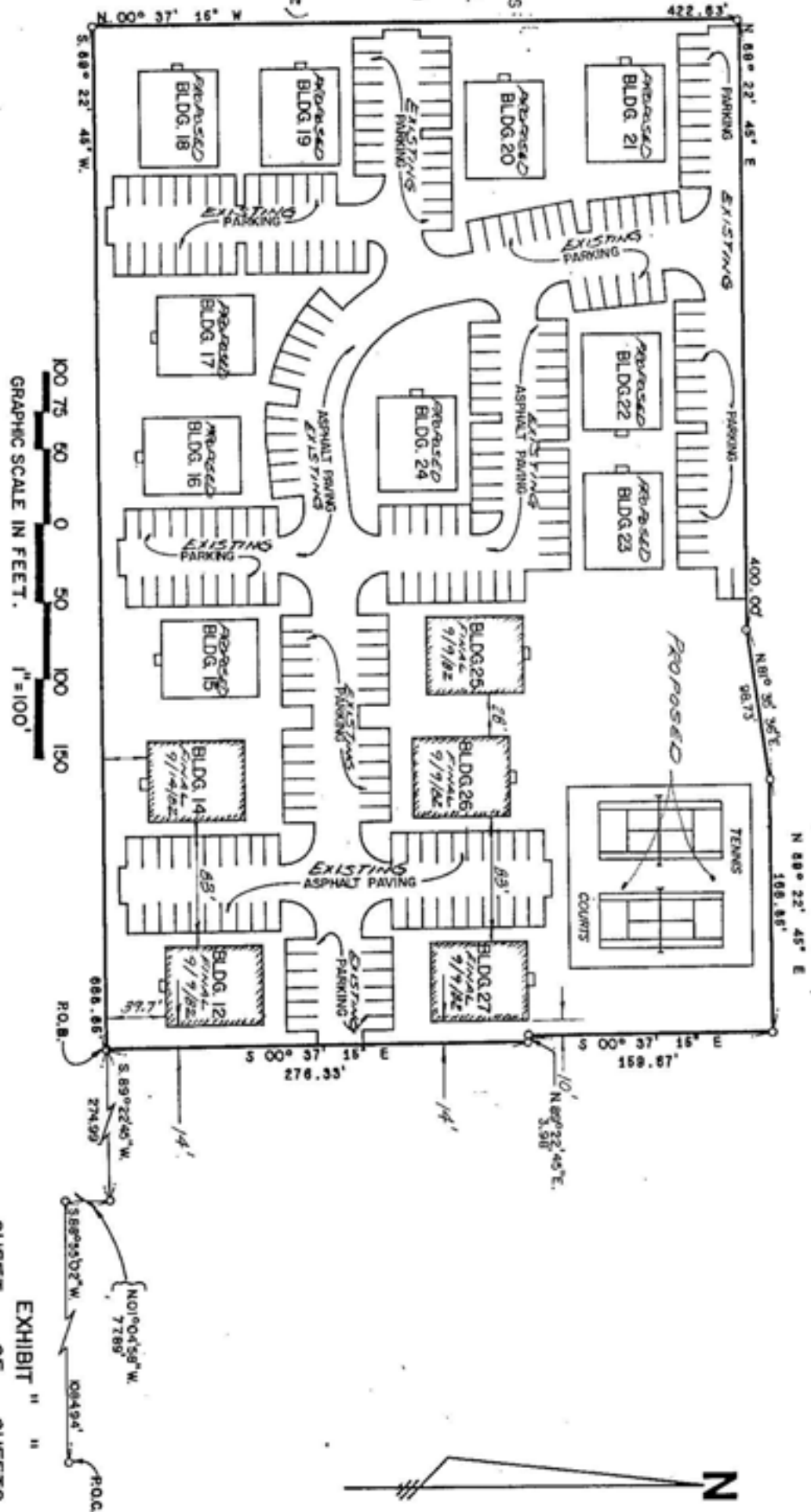
### NOTES

1. ALL AREAS SUBMITTED TO CONDOMINIUM OWNERSHIP AND NOT OCCUPIED BY CONDOMINIUM UNITS WILL BE COMMON AREAS EXCEPT FOR THOSE PARKING SPACES DESIGNATED AS LIMITED COMMON ELEMENTS.
2. SEE NOTE BELOW.
3. ELEVATION OF PEAK OF ROOF OF PROPOSED BUILDING IS 36' ±

### NOTE:

BUILDINGS COMPLETED  
 ARE: 12, 25, 26, 27 (DATE: 9/9/82)  
 -14 (DATE: 9/14/82)

BUILDINGS PROPOSED  
 ARE: 15 - 24 INCLUSIVE  
 ALSO: TENNIS COURTS



PREPARED BY: CRAIG A. SMITH & ASSOCIATES, CONSULTING ENGINEERS & SURVEYORS, CORAL SPRINGS, FLORIDA. DATE: OCTOBER, 1981.

EXHIBIT " " OF SHEETS

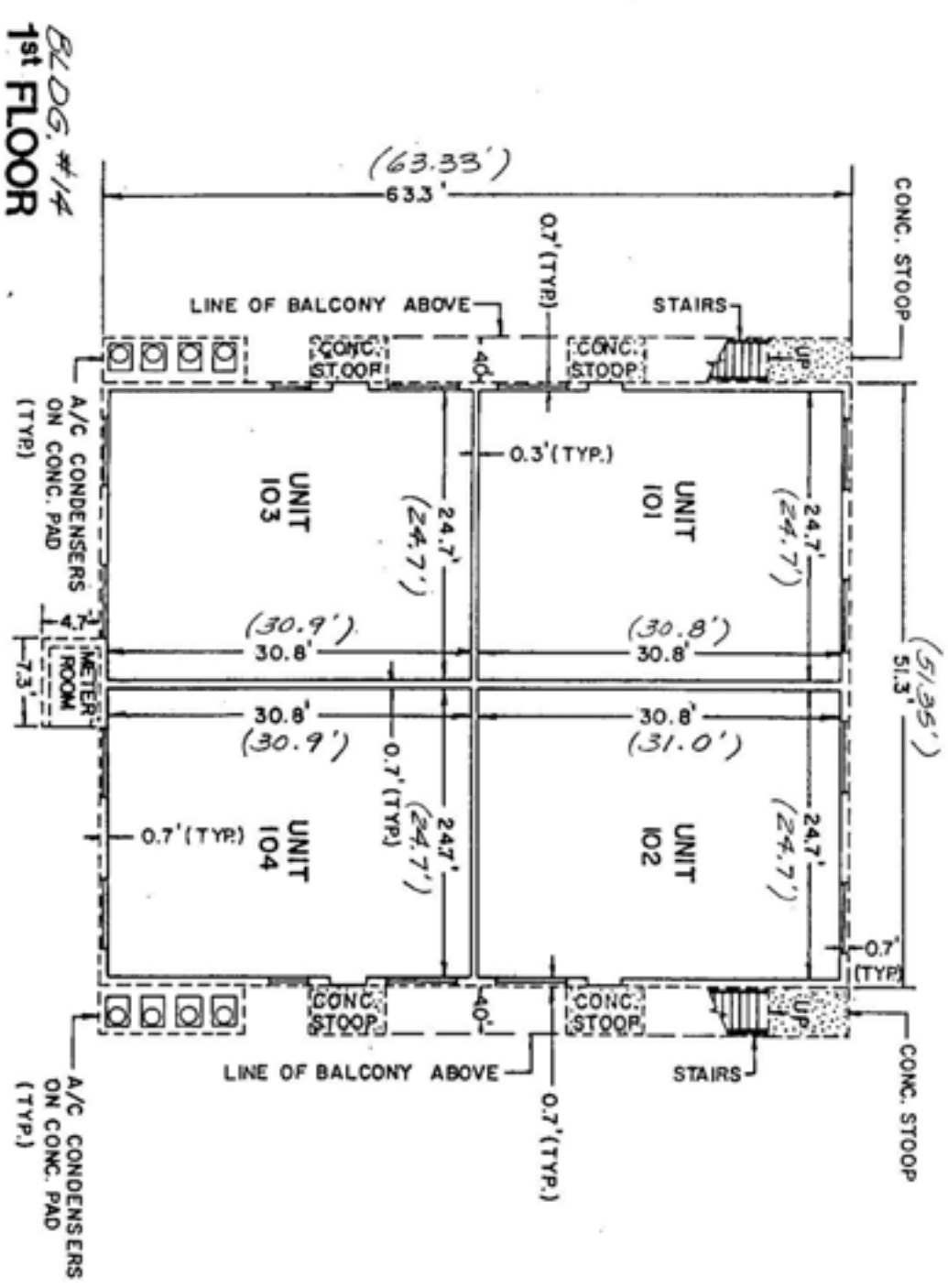
PROJECT NO. 81-009

Exhibit 1.5



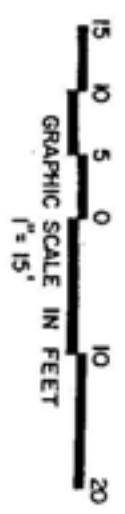
# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING 14  
(2 BEDROOM OPTION)



AS-BUILT DIMENSIONS SHOWN THUSLY ( )

**BLDG. #14  
1st FLOOR**



PROPOSED UPPER LIMITS OF APARTMENT 18.58  
AS-BUILT CEILING ELEV. = (18.65')  
PROPOSED LOWER LIMITS OF APARTMENT 10.50  
AS-BUILT FINISH FLOOR EL. = (10.53')

**NOTE:**

UNITS WILL BE IDENTIFIED BY UNIT AND BUILDING NUMBERS.

FINAL SURVEY BLDG. #14  
DATE: 9/14/82

FOUNDATION SURVEY  
DATE: 6/30/82 FB 456/22

PREPARED BY:

**CRAIG A SMITH & ASSOCIATES**  
CONSULTING ENGINEERS & SURVEYORS

CORAL SPRINGS, FLORIDA.

DATE: JANUARY, 1982

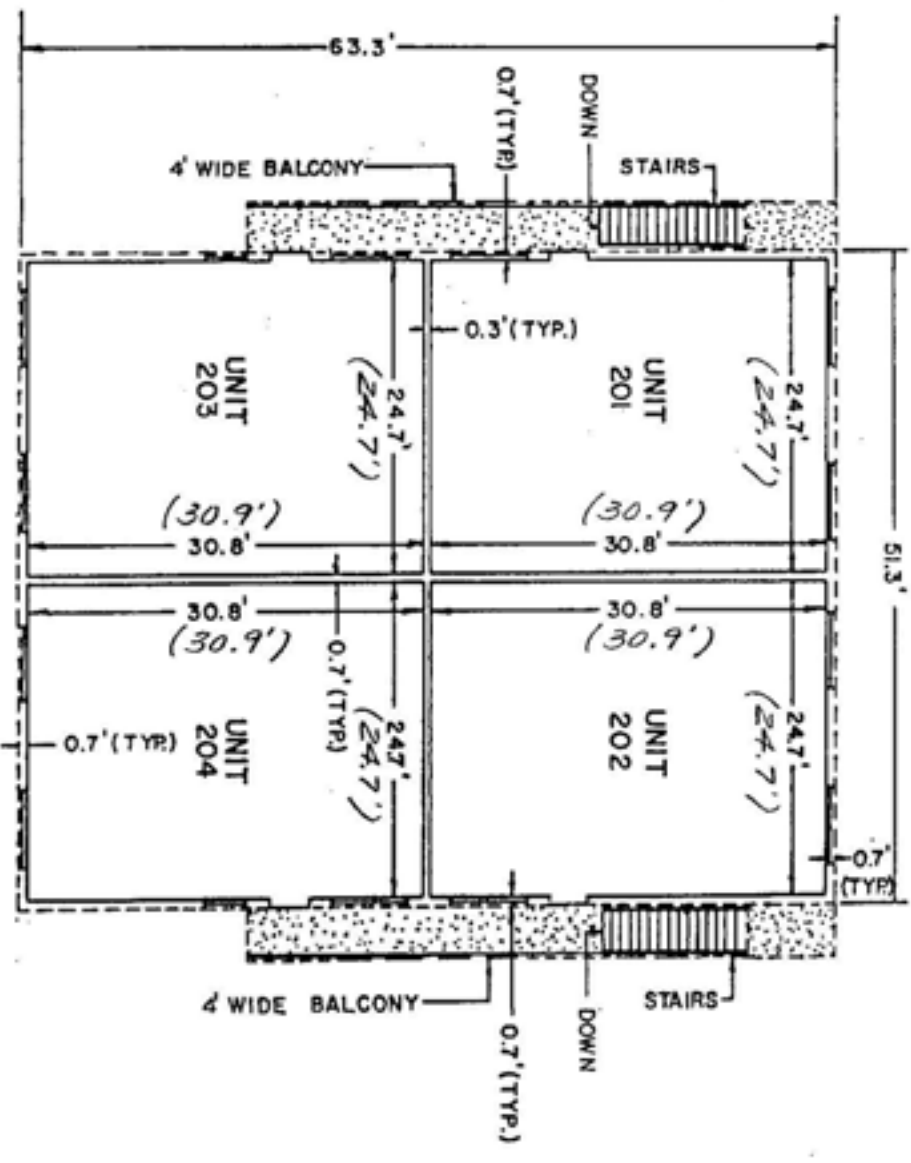
EXHIBIT " " "

SHEET OF SHEETS

*Exhibit 1*

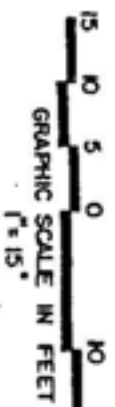
# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING 14  
( 2 BEDROOM OPTION )



*BLDG. #14*  
**2nd FLOOR**

*AS-BUILT DIMENSIONS SHOWN THUSLY ( )*



RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
**F. T. JOHNSON**  
COUNTY ADMINISTRATOR

PROPOSED UPPER LIMITS OF APARTMENT 2746  
*AS-BUILT CEILING ELEV. (27.58')*  
PROPOSED LOWER LIMITS OF APARTMENT 1929  
*AS-BUILT FINISH FLOOR ELEV. (19.41')*

NOTE:  
UNITS WILL BE IDENTIFIED BY UNIT AND  
BUILDING NUMBERS  
*FINAL SURVEY BLDG #14*  
*DATE: 9/14/82*

PREPARED BY:  
**CRAIG A SMITH & ASSOCIATES**  
CONSULTING ENGINEERS & SURVEYORS  
CORAL SPRINGS, FLORIDA.  
DATE: JANUARY, 1982

SHEET OF SHEETS  
EXHIBIT " "

PROJECT NO. 81-009

*B.L.T. 100 505*

EIGHTH AMENDMENT TO  
DECLARATION OF CONDOMINIUM

THIS AGREEMENT, made and entered into this 26 day of January, 1983, by DCA AT WELLEBY, INC., hereinafter referred to as the "Developer".

W I T N E S S E T H :

WHEREAS, the Developer created, prepared and recorded the Declaration of Condominium (the "Declaration") for WINDING LAKE AT WELLEBY, a Condominium, (the "Condominium"), which Declaration was recorded on April 27, 1982, in Official Records Book 10154, Page 677, of the Public Records of Broward County, Florida; and

WHEREAS, the Declaration has previously been amended to supercede Exhibit "B" to same which is the survey required in accordance with Florida Statute 718.104 (the "Survey"), to add additional buildings as they have been completed by the Developer, and in addition, the Declaration was amended to add Phase II to the Condominium, which amendment entailed supplementing the Survey with a survey prepared in accordance with Florida Statute 718.104 which was certified by the surveyor only as to the buildings which were complete at that time; and

WHEREAS, the Developer has completed additional buildings located in the second phase of the Condominium subject to the Declaration, and the surveyor has certified to that fact; and

WHEREAS, the Declaration can now be amended to include such additional certification by the surveyor.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The above recitations are true and correct.
2. The Survey is hereby amended to supplement same by the addition of the surveys and the certification contained on Exhibit "1" attached hereto.
3. Except as modified herein, the Declaration as amended remains in full force and effect.

WILL CALL:  
University Title Inc.  
269 N. University Drive  
Pembroke Pines, Fla. 33024

83 JAN 26 PM 3:02

REC 10000PG 11

330

IN WITNESS WHEREOF, the Developer has affixed its hand and official seal on the day and year first above written.

DCA AT WELLEBY, INC.



BY: *Eric Levin*  
ERIC LEVIN, President

Attest: *Luis Clark*  
LUIS CLARK, Secretary

STATE OF FLORIDA            )  
  ) SS:  
COUNTY OF BROWARD        )

The foregoing Eighth Amendment to Declaration of Condominium was acknowledged before me this 26 day of January, 1983, by ERIC LEVIN, as President and LUIS CLARK, as Secretary, of DCA AT WELLEBY, INC., a Florida corporation, on behalf of said corporation.

*James B. ...*  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAR 7 1985  
BONDED THRU GENERAL INS. UNDERWRITERS

My Commission expires:

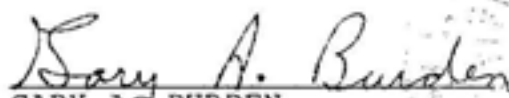
REC 10000PG 12

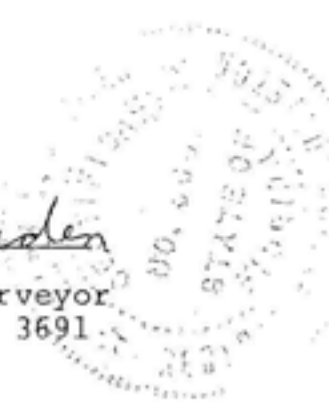
SURVEYOR'S CERTIFICATE

I, GARY A. BURDEN, hereby certify that:

1. I am a duly registered land surveyor authorized to practice in this state, under the laws of the State of Florida, being Professional Land Surveyor No. 3691.
2. The construction of improvements which comprise WINDING LAKE AT WELLEBY, A CONDOMINIUM, BUILDINGS 12 - 16 inclusive & 24 - 27 inclusive; PHASE II, are substantially complete, so that the materials which comprise this Exhibit " / " to the <sup>Eight Amendment to the</sup> Declaration of Condominium of WINDING LAKE AT WELLEBY, A CONDOMINIUM, TOGETHER WITH the provisions of said Declaration of Condominium describing the condominium property, is an accurate representation of the location and dimensions of said improvements and that the identification, location and dimensions of the Common Elements, Limited Common Elements and of each apartment can be determined from said materials.
3. As to the above numbered completed buildings all planned improvements, including, but not limited to, landscaping, utility services (where applicable), and access to the unit, and common element facilities serving the buildings have been substantially completed.

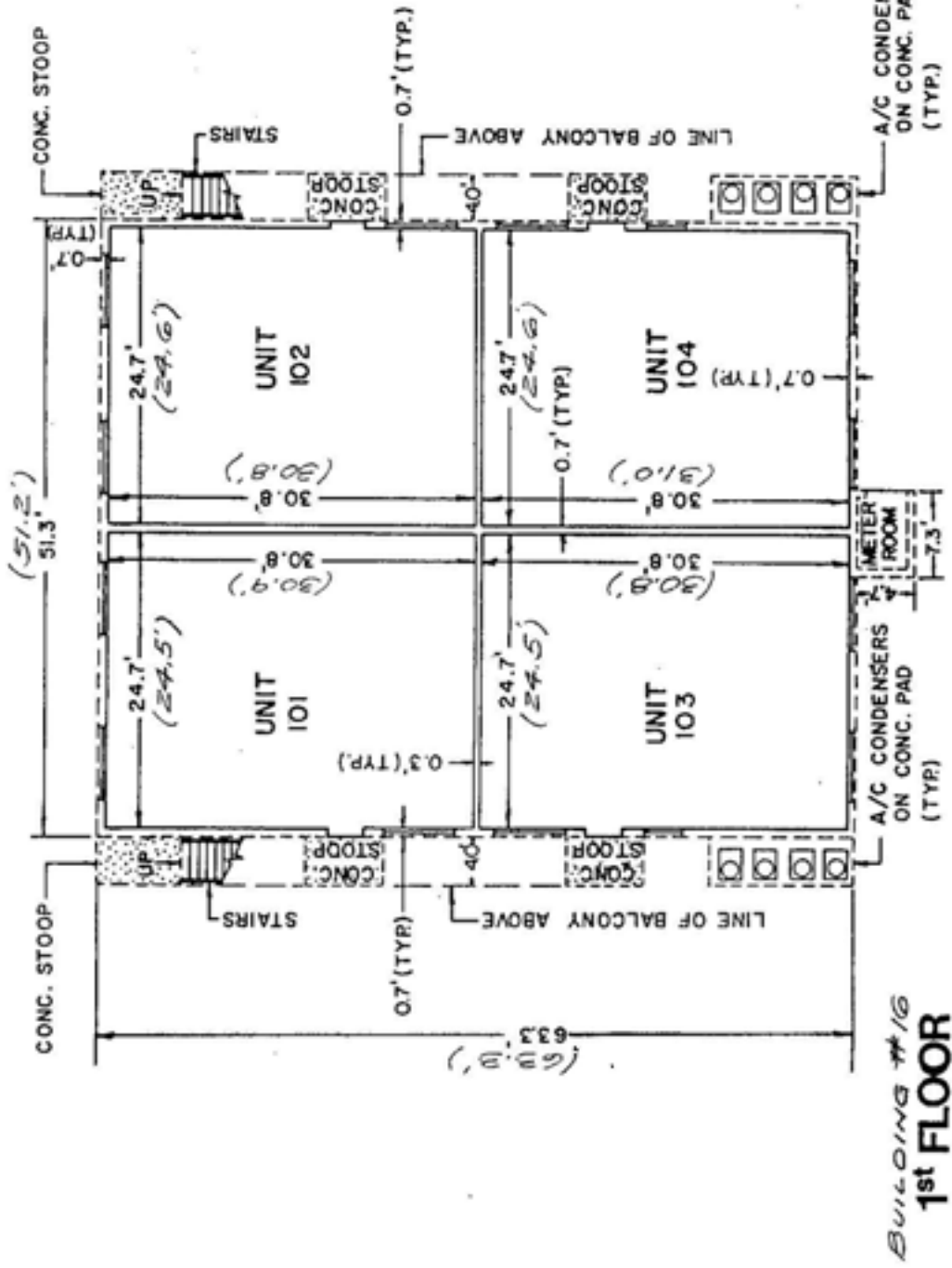
Certified this 18th day of January, 1983.

  
GARY A. BURDEN  
Professional Land Surveyor  
State of Florida No. 3691



# WINDING LAKE AT WELLEBY, A CONDOMINIUM

PROPOSED BUILDINGS 12,14,15,16,17,18,19,20,21,22,23,24,25,26 & 27  
(2 BEDROOM OPTION)



PROPOSED UPPER LIMITS OF APARTMENT 18.58'  
AS-BUILT CEILING EL. = 18.32'  
PROPOSED LOWER LIMITS OF APARTMENT 10.50'  
AS-BUILT FINISH FLOOR EL. = 10.27'

NOTE:  
UNITS WILL BE IDENTIFIED BY UNIT AND BUILDING NUMBERS.  
FINAL SURVEY BLOG. #16  
DATE: 1/18/83  
FOUNDATION SURVEY  
DATE: 11/4/82, FB #56/44

PREPARED BY:  
**CRAIG A. SMITH & ASSOCIATES**  
CONSULTING ENGINEERS & SURVEYORS  
CORAL SPRINGS, FLORIDA.  
DATE: JANUARY, 1982

EXHIBIT "A"  
SHEET 2 OF 5 SHEETS

"AS-BUILT" DIMENSIONS SHOWN THUSLY ( )

BUILDING #16  
1st FLOOR

# WINDING LAKE AT WELLEBY, A CONDOMINIUM PHASE II

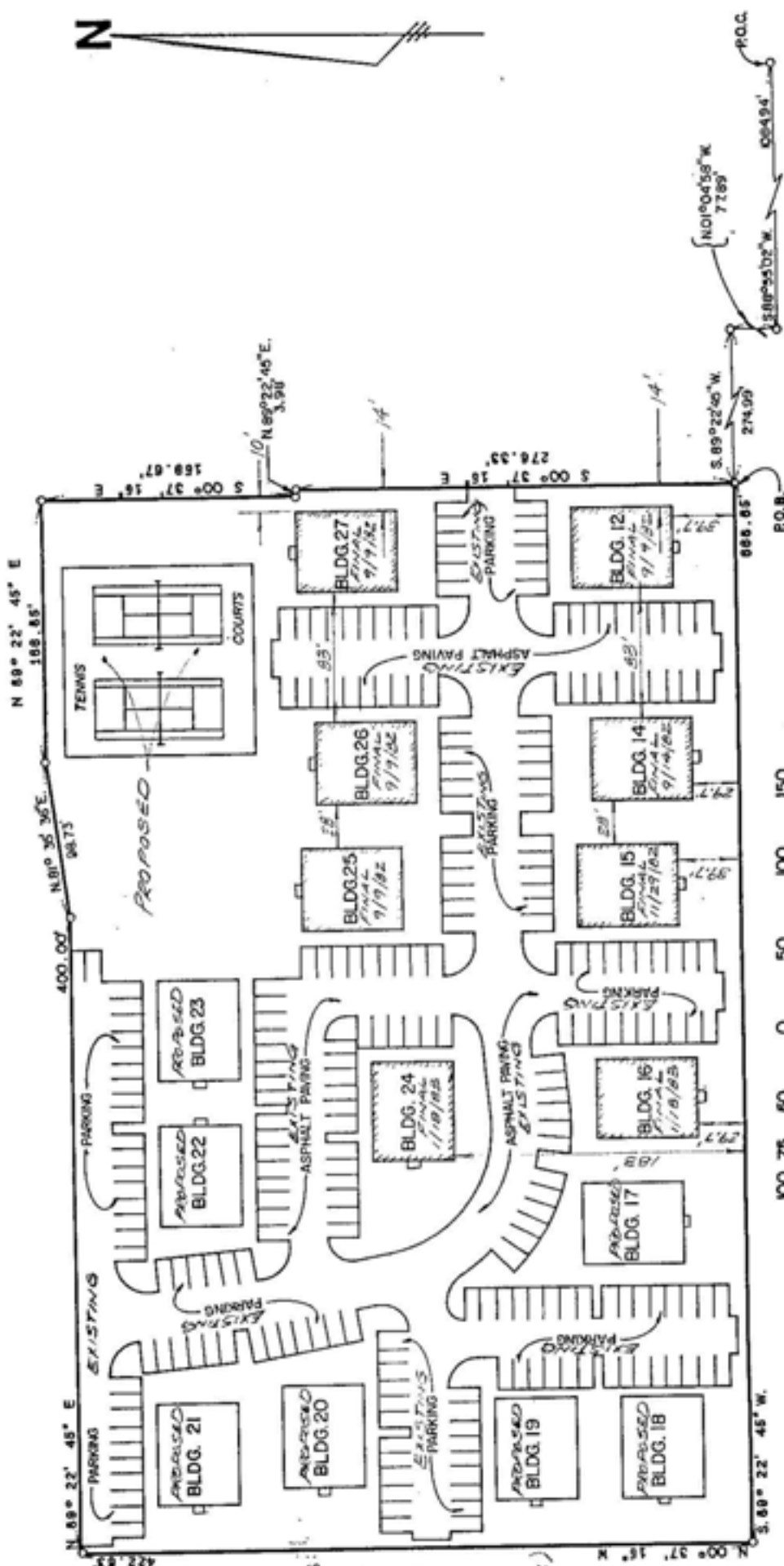


EXHIBIT "1"  
SHEET 1 OF 5 SHEETS

**NOTES**

1. ALL AREAS SUBMITTED TO CONDOMINIUM OWNERSHIP AND NOT OCCUPIED BY CONDOMINIUM UNITS WILL BE COMMON AREAS EXCEPT FOR THOSE PARKING SPACES DESIGNATED AS LIMITED COMMON ELEMENTS.
2. SEE NOTE BELOW
3. ELEVATION OF PEAK OF ROOF OF PROPOSED BUILDING IS 36' ±

**NOTE:**

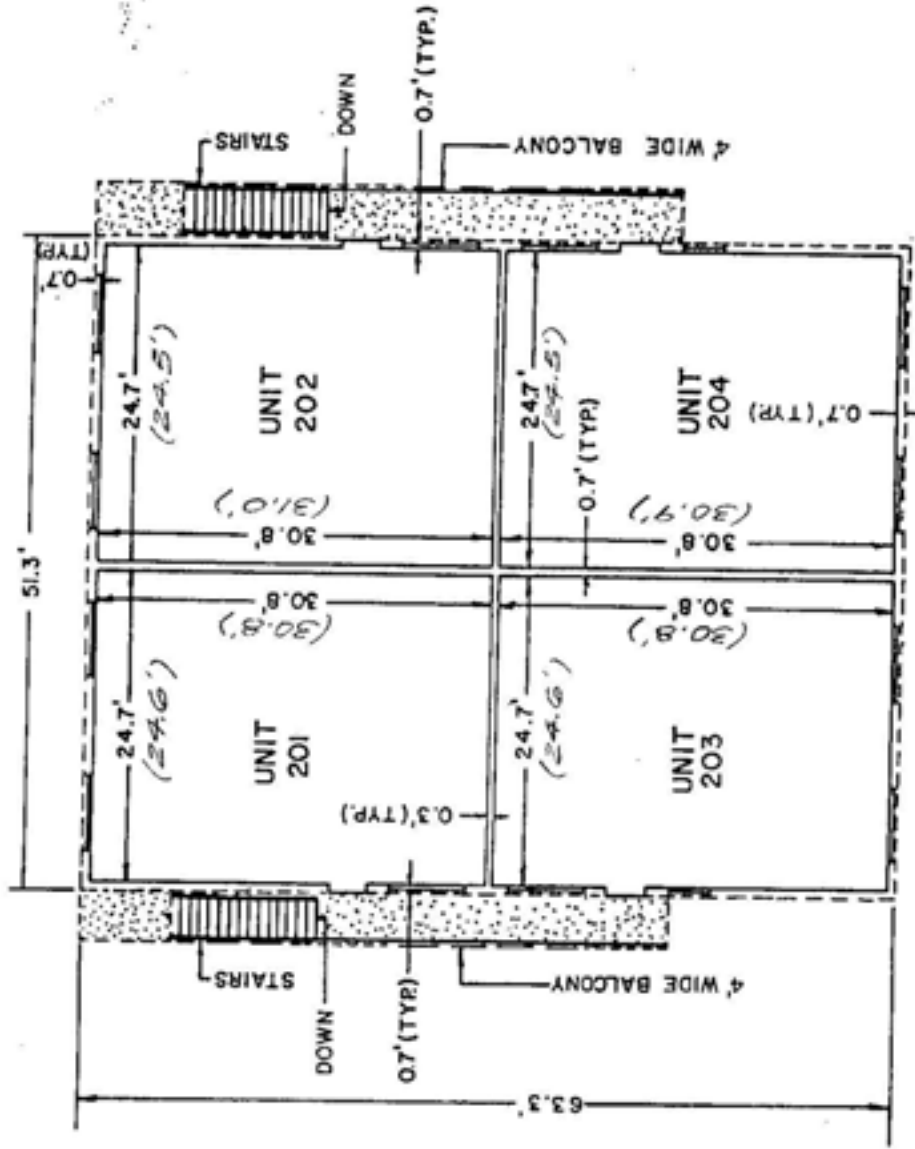
*BUILDINGS COMPLETED*  
 ARE: 12, 25, 26, 27 (DATED: 9/19/82)  
 14 (DATED: 9/14/82)  
 15 (DATED: 11/29/82)  
 16, 17 (DATED: 1/18/83)

*BUILDINGS PROPOSED*  
 ARE: 17-25 INCLUSIVE  
 ALSO: TENNIS COURTS

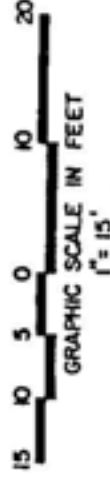
PREPARED BY: CRAIG A. SMITH & ASSOCIATES, CONSULTING ENGINEERS & SURVEYORS, CORAL SPRINGS, FLORIDA. DATE: OCTOBER, 1981

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

PROPOSED BUILDINGS 12,14,15,16,17,18,19,20,21,22,23,24,25,26 & 27  
(2 BEDROOM OPTION)



BUILDING #16  
2<sup>nd</sup> FLOOR



PROPOSED UPPER LIMITS OF APARTMENT 27.46  
AS-BUILT CEILING EI. = 27.24'  
PROPOSED LOWER LIMITS OF APARTMENT 19.29  
AS-BUILT FINISH FLOOR EI. = 19.24'

NOTE:

UNITS WILL BE IDENTIFIED BY UNIT AND BUILDING NUMBERS

FINAL SURVEY BLOG, #16

PREPARED BY:  
**CRAIG A SMITH & ASSOCIATES**  
CONSULTING ENGINEERS & SURVEYORS  
CORAL SPRINGS, FLORIDA.  
DATE: JANUARY, 1982

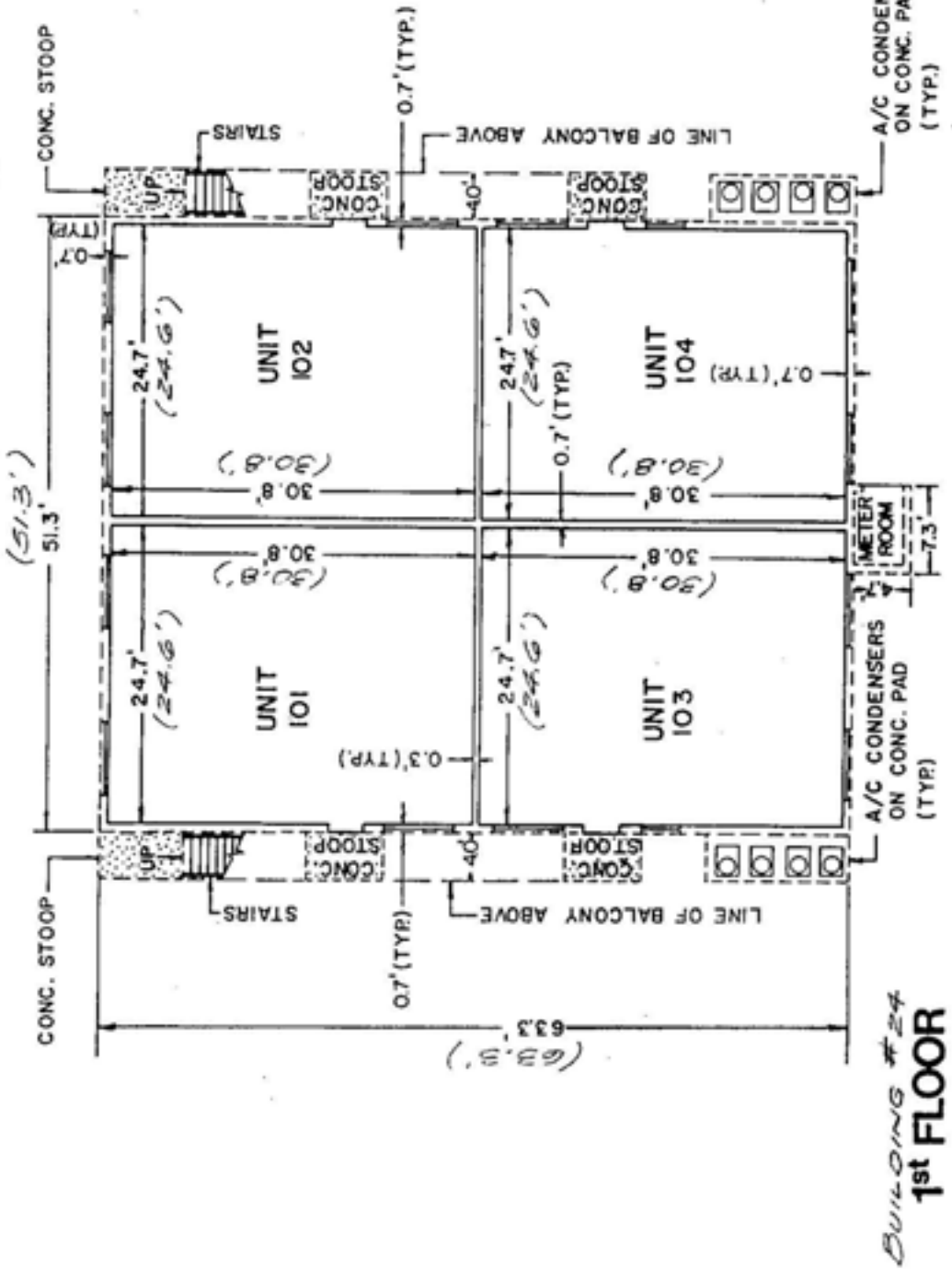
EXHIBIT "1"  
SHEET 3 OF 5 SHEETS

"AS-BUILT" DIMENSIONS SHOWN THUSLY ( )



# WINDING LAKE AT WELLEBY, A CONDOMINIUM

PROPOSED BUILDINGS 12,14,15,16,17,18,19,20,21,22,23,24,25,26 & 27  
(2 BEDROOM OPTION)



PROPOSED UPPER LIMITS OF APARTMENT 18.58  
AS-BUILT CEILING E.L. = 19.53'  
PROPOSED LOWER LIMITS OF APARTMENT 10.50  
AS-BUILT FINISH FLOOR E.L. = 10.55'

NOTE:

UNITS WILL BE IDENTIFIED BY UNIT AND BUILDING NUMBERS.

FINAL SURVEY BLDG. #24  
DATE: 1/18/83

FOUNDATION SURVEY  
DATE: 12/3/82. FB 456/51

PREPARED BY:  
**CRAIG A SMITH & ASSOCIATES**  
CONSULTING ENGINEERS & SURVEYORS  
CORAL SPRINGS, FLORIDA.  
DATE: JANUARY, 1982

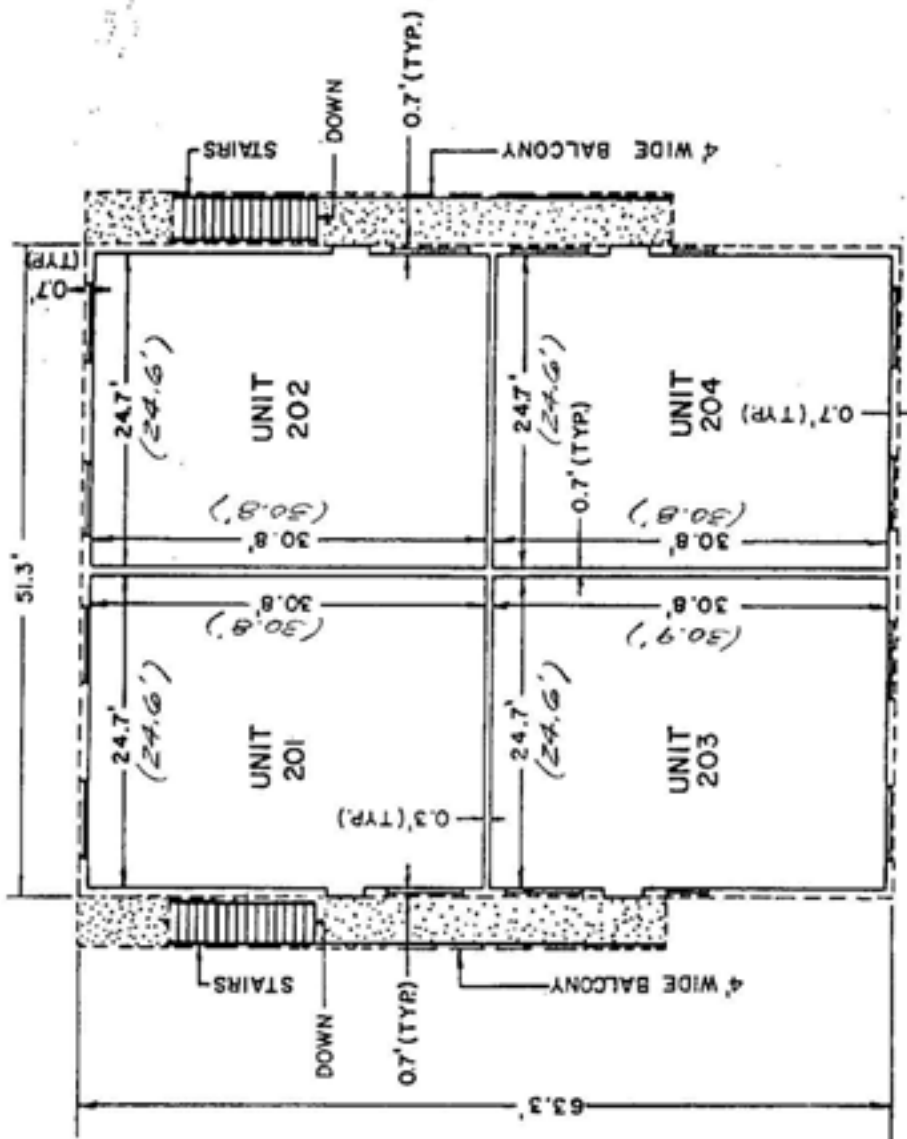
EXHIBIT "1"

SHEET 4 OF 5 SHEETS

"AS-BUILT" DIMENSIONS SHOWN THUSLY ( )

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

PROPOSED BUILDINGS 12,14,15,16,17,18,19,20,21,22,23,24,25,26 & 27  
(2 BEDROOM OPTION)



BUILDING #24  
2<sup>ND</sup> FLOOR



PROPOSED UPPER LIMITS OF APARTMENT 27.46  
"AS-BUILT" CEILING E.L. = 27.27'  
PROPOSED LOWER LIMITS OF APARTMENT 19.29  
"AS-BUILT" FINISH FLOOR E.L. = 19.35'

NOTE:  
UNITS WILL BE IDENTIFIED BY UNIT AND  
BUILDING NUMBERS  
FINAL SURVEY 1/18/83

PREPARED BY:  
**CRAIG A. SMITH & ASSOCIATES**  
CONSULTING ENGINEERS & SURVEYORS  
CORAL SPRINGS, FLORIDA.  
DATE: JANUARY, 1982

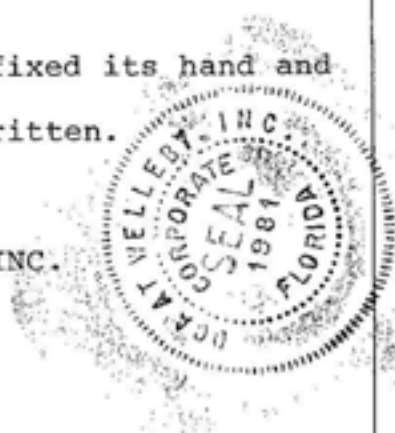
EXHIBIT "1"  
SHEET 5 OF 5 SHEETS

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
**F. T. JOHNSON**  
COUNTY ADMINISTRATOR

"AS-BUILT" DIMENSIONS SHOWN THUSLEY ( )

IN WITNESS WHEREOF, the Developer has affixed its hand and official seal on the day and year first above written.

DCA AT WELLEBY, INC.



BY: *Eric L.*  
ERIC LEVIN, President

Attest: *[Signature]*  
LUIS CLARK, Secretary

STATE OF FLORIDA            )  
  ) SS:  
COUNTY OF BROWARD        )

The foregoing Ninth Amendment to Declaration of Condominium was acknowledged before me this 23 day of March, 1983, by ERIC LEVIN, as President and LUIS CLARK, as Secretary, of DCA AT WELLEBY, INC., a Florida corporation, on behalf of said corporation.

*[Signature]*  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COM. EXPIRES JULY 7, 1985  
BONDED THRU GENERAL INS. UNDERWRITERS

My Commission expires:

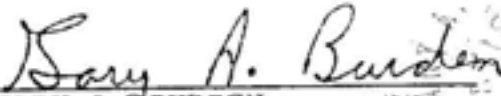
REC 10/54pg 984

SURVEYOR'S CERTIFICATE

I, GARY A. BURDEN, hereby certify that:

1. I am a duly registered land surveyor authorized to practice in this state, under the laws of the State of Florida, being Professional Land Surveyor No. 3691.
2. The construction of improvements which comprise WINDING LAKE AT WELLEBY, A CONDOMINIUM, BUILDINGS 12 - 18 inclusive & 24 - 27 inclusive; PHASE II, are substantially complete, so that the materials which comprise this Exhibit " / " to the <sup>Ninth Amendment to the</sup> Declaration of Condominium of WINDING LAKE AT WELLEBY, A CONDOMINIUM, TOGETHER WITH the provisions of said Declaration of Condominium describing the condominium property, is an accurate representation of the location and dimensions of said improvements and that the identification, location and dimensions of the Common Elements, Limited Common Elements and of each apartment can be determined from said materials.
3. As to the above numbered completed buildings all planned improvements, including, but not limited to, landscaping, utility services (where applicable), and access to the unit, and common element facilities serving the buildings have been substantially completed.

Certified this 14th day of March, 1983.

  
GARY A. BURDEN  
Professional Land Surveyor  
State of Florida No. 3691



REC 10754 PG 985

82-333612 SEVENTH AMENDMENT TO  
DECLARATION OF CONDOMINIUM

THIS AMENDMENT, made and entered into this 9 day of  
December, 1982, by DCA AT WELLEBY, INC., hereinafter referred to as  
"Developer".

W I T N E S S E T H :

WHEREAS, the Developer created, prepared and recorded the  
Declaration of Condominium (the "Declaration") for WINDING LAKE AT  
WELLEBY, a Condominium, (the "Condominium"), which Declaration was  
recorded on April 27, 1982, in Official Records Book 10154, Page  
677, of the Public Records of Broward County, Florida; and

WHEREAS, the Declaration has previously been amended to  
supercede Exhibit "B" to same which is the survey required in  
accordance with Florida Statute 718.104 (the "Survey"), to add  
additional buildings as they have been completed by the Developer,  
and in addition, the Declaration was amended to add Phase II to  
the Condominium, which amendment entailed supplementing the Survey  
with a survey prepared in accordance with Florida Statute 718.104  
which was certified by the surveyor only as to the buildings which  
were complete at that time; and

WHEREAS, the Developer has completed additional buildings  
located in the second phase of the Condominium subject to the  
Declaration, and the surveyor has certified to that fact; and

WHEREAS, the Declaration can now be amended to include such  
additional certification by the surveyor.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The above recitations are true and correct.
2. The Survey is hereby amended to supplement same by the  
addition of the surveys and the certification contained on Exhibit  
"1" attached hereto.
3. Except as modified herein, the Declaration as amended  
remains in full force and effect.

Will Call University Title

REC 13 PG 5 13

REC 10557 PG 67

25

IN WITNESS WHEREOF, the Developer has affixed its hand and official seal on the day and year first above written.

DCA AT WELLEBY, INC.



BY: *Eric Levin*  
ERIC LEVIN, President

Attest: *Luis Clark*  
LUIS CLARK, Secretary

STATE OF FLORIDA        )  
                                  ) SS:  
COUNTY OF BROWARD    )

The foregoing Seventh Amendment to Declaration of Condominium was acknowledged before me this 9 day of December, 1982, by ERIC LEVIN, as President and LUIS CLARK, as Secretary of DCA AT WELLEBY, INC., a Florida corporation, on behalf of said corporation.

*James R. ...*  
NOTARY PUBLIC, STATE OF FLORIDA

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAR 7 1985  
BONDED THRU GENERAL INS. UNDERWRITERS

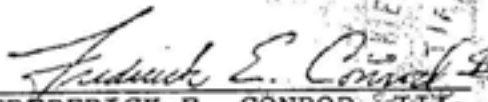
REC 1055 / PG 68

SURVEYOR'S CERTIFICATE

I, FREDERICK E. CONROD, III, hereby certify that:

1. I am a duly registered land surveyor authorized to practice in this state, under the laws of the State of Florida, being Professional Land Surveyor No. 2816.
2. The construction of improvements which comprise WINDING LAKE AT WELLEBY, A CONDOMINIUM, BUILDINGS 12,14,15,25,26, & 27; PHASE II, are substantially complete, so that the materials which comprise this Exhibit " / " to the *Seventh Amendment to the* Declaration of Condominium of WINDING LAKE AT WELLEBY, A CONDOMINIUM, TOGETHER WITH the provisions of said Declaration of Condominium describing the condominium property, is an accurate representation of the location and dimensions of said improvements and that the identification, location and dimensions of the Common Elements, Limited Common Elements and of each apartment can be determined from said materials.
3. As to the above numbered completed buildings all planned improvements, including, but not limited to, landscaping, utility services (where applicable), and access to the unit, and common element facilities serving the buildings have been substantially completed.

Certified this 29th day of November , 1982.

  
FREDERICK E. CONROD, III,  
Professional Land Surveyor  
State of Florida No. 2816

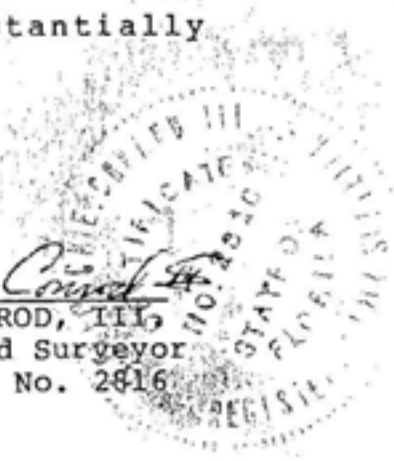


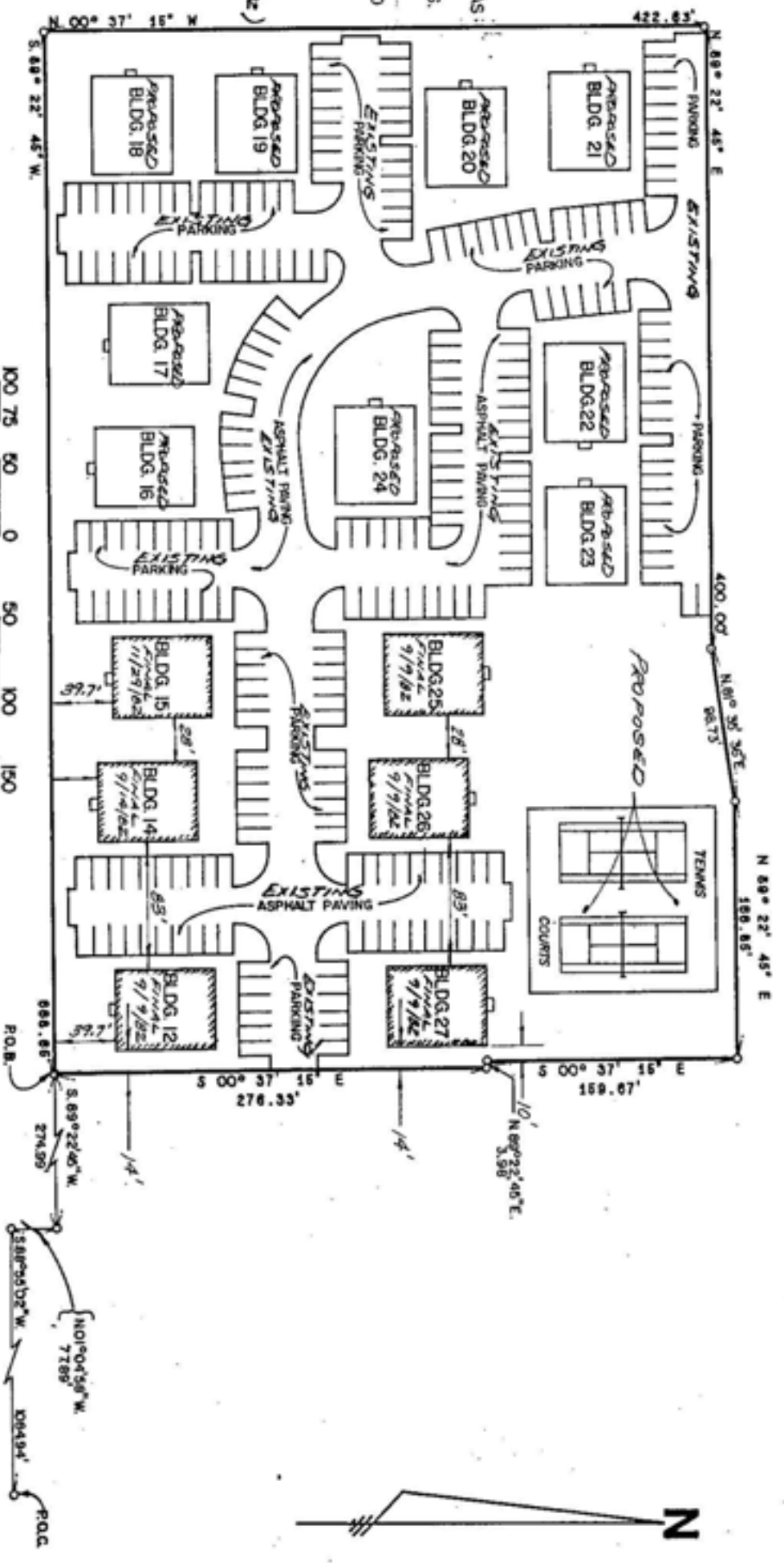
Exhibit I  
Pg 1 of 4

# WINDING LAKE AT WELLEBY, A CONDOMINIUM PHASE II

- NOTES**
1. ALL AREAS SUBMITTED TO CONDOMINIUM OWNERSHIP AND NOT OCCUPIED BY CONDOMINIUM UNITS WILL BE COMMON AREAS EXCEPT FOR THOSE PARKING SPACES DESIGNATED AS LIMITED COMMON ELEMENTS.
  2. SEE NOTE BELOW
  3. ELEVATION OF PEAK OF ROOF OF PROPOSED BUILDING IS 36'±

**NOTE:**  
**BUILDINGS COMPLETED**  
 ARE: -12, 25, 26, 27 (DATED: 9/14/82)  
 -14 (DATED: 9/14/82)  
 -15 (DATED: 11/29/82)

**BUILDINGS PROPOSED**  
 ARE: 16-24 INCLUSIVE  
 ALSO: TENNIS COURTS



PREPARED BY: CRAIG A. SMITH & ASSOCIATES, CONSULTING ENGINEERS & SURVEYORS, CORAL SPRINGS, FLORIDA. DATE: OCTOBER, 1981.

SHEET \_\_\_ OF \_\_\_ SHEETS  
 EXHIBIT " " " " " "

PROJECT NO. 81-009

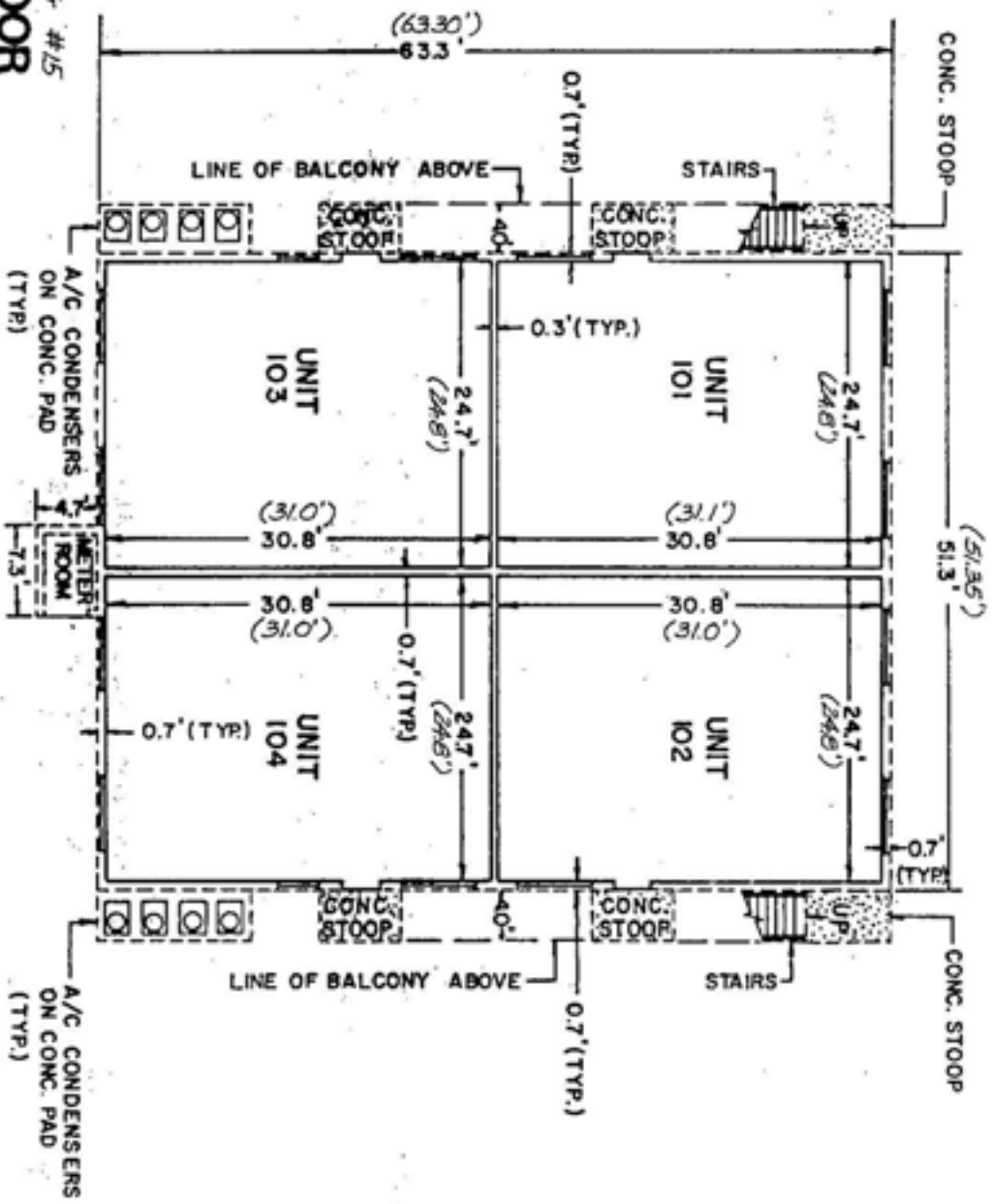
Exhibit 1  
 PG 214



# WINDING LAKE AT WELLEBY, A CONDOMINIUM

PROPOSED BUILDINGS 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 & 27  
(2 BEDROOM OPTION)

BUILDING #15  
1st FLOOR



PROPOSED UPPER LIMITS OF APARTMENT 18.58  
AS-BUILT CEILING ELEVATION = (28.66')  
PROPOSED LOWER LIMITS OF APARTMENT 10.50  
AS-BUILT FINISH FLOOR ELEV. = (10.51')

NOTE:  
UNITS WILL BE IDENTIFIED BY UNIT AND BUILDING NUMBERS.  
FINAL SURVEY BLDG. #15  
DATE: 11/29/82  
FOUNDATION SURVEY  
DATE: 9/30/82 FB. 456 PG. 34, 36, 45

PREPARED BY:  
**CRAIG A SMITH & ASSOCIATES**  
CONSULTING ENGINEERS & SURVEYORS  
CORAL SPRINGS, FLORIDA.  
DATE: JANUARY, 1982

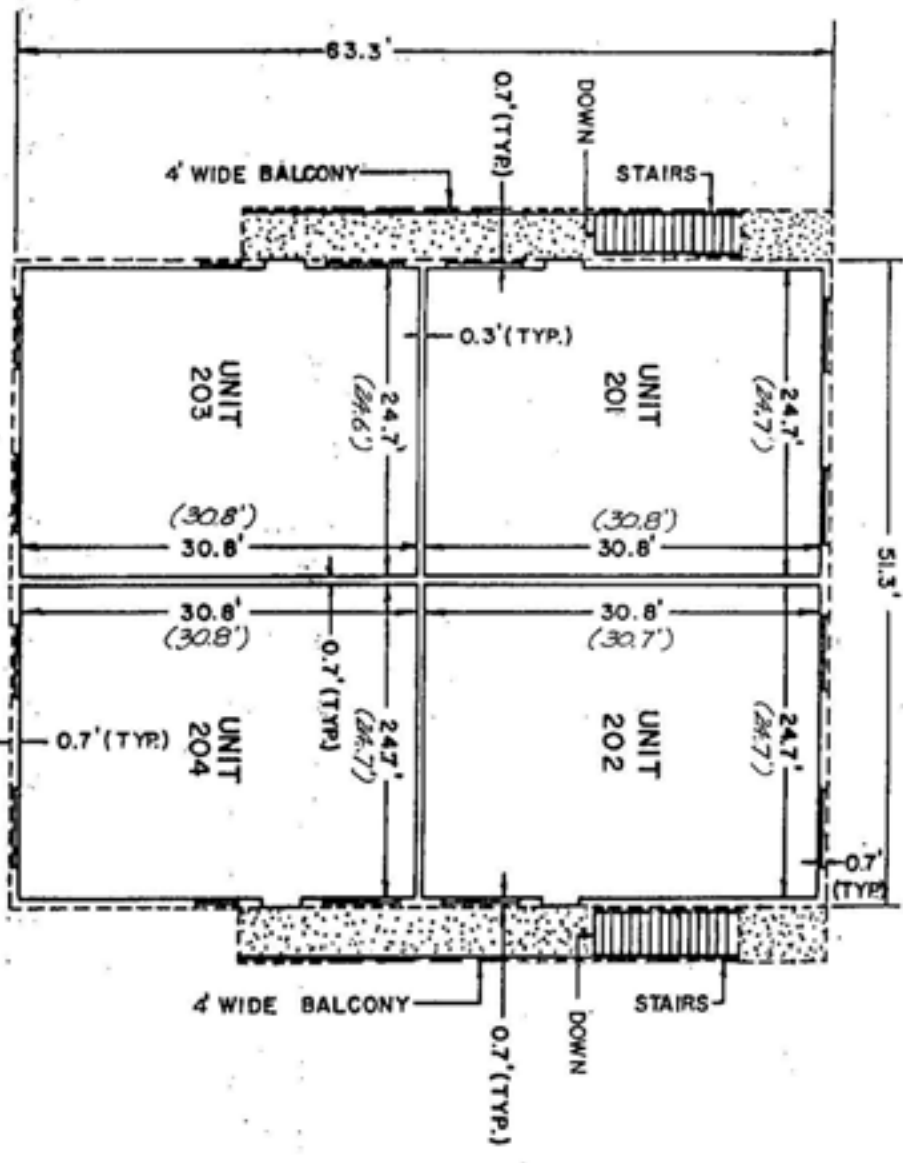
SHEET OF SHEETS  
EXHIBIT " " "

AS-BUILT DIMENSIONS SHOWN THUSLY ( )

*Exhibit 1*

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

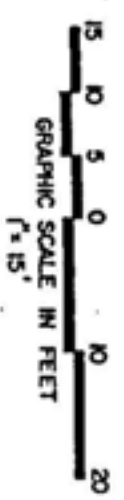
PROPOSED BUILDINGS 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 & 27  
(2 BEDROOM OPTION)



BUILDING #15  
2nd FLOOR

AS-BUILT DIMENSIONS SHOWN THUSLY ( )

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
**F. T. JOHNSON**  
COUNTY ADMINISTRATOR



PROPOSED UPPER LIMITS OF APARTMENT 2746  
AS-BUILT CEILING ELEVATION = (2757)  
PROPOSED LOWER LIMITS OF APARTMENT 1928  
AS-BUILT FINISH FLOOR ELEV. = (1937)

NOTE:  
UNITS WILL BE IDENTIFIED BY UNIT AND  
BUILDING NUMBERS

FINAL SURVEY BLDG. # 15

PREPARED BY:  
**CRAIG A. SMITH & ASSOCIATES**  
CONSULTING ENGINEERS & SURVEYORS  
CORAL SPRINGS, FLORIDA  
DATE: JANUARY, 1982

EXHIBIT " " "  
SHEET OF SHEETS

Exhibit I. 4

83-091309

NINTH AMENDMENT TO  
DECLARATION OF CONDOMINIUM

THIS AGREEMENT, made and entered into this 23 day of March, 1983, by DCA AT WELLEBY, INC., hereinafter referred to as the "Developer".

W I T N E S S E T H :

WHEREAS, the Developer created, prepared and recorded the Declaration of Condominium (the "Declaration") for WINDING LAKE AT WELLEBY, a Condominium (the "Condominium"), which Declaration was recorded on April 27, 1982, in Official Records Book 10154, Page 677, of the Public Records of Broward County, Florida; and

WHEREAS, the Declaration has previously been amended to supercede Exhibit "B" to same which is the survey required in accordance with Florida Statute 718.104 (the "Survey"), to add additional buildings as they have been completed by the Developer and in addition, the Declaration was amended to add Phase II to the Condominium, which amendment entailed supplementing the Survey with a survey prepared in accordance with Florida Statute 718.104 which was certified by the surveyor only as to the buildings which were complete at that time; and

WHEREAS, the Developer has completed additional buildings located in the second phase of the Condominium subject to the Declaration, and the surveyor has certified to that fact; and

WHEREAS, the Declaration can now be amended to include such additional certification by the surveyor.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The above recitations are true and correct.
2. The Survey is hereby amended to supplement same by the addition of the surveys and the certification contained on Exhibit "1" attached hereto.
3. Except as modified herein, the Declaration as amended remains in full force and effect.

Return To

This Instrument prepared by  
MICHAEL J. HERRON, ESQUIRE  
MEYER, WEISS, ROSE, ARKIN & SHOCKETT, P.A.  
407 Lincoln Road  
Miami Beach, Florida 33139

03 MAR 20 PM 2

OFF 10754 PG 983

41-8  
cc

TENTH AMENDMENT TO  
DECLARATION OF CONDOMINIUM

83-149017

83 MAY 16 PM 3:17

THIS AGREEMENT, made and entered into this 10 day of May, 1983, by DCA AT WELLEBY, INC., hereinafter referred to as the "Developer".

W I T N E S S E T H:

WHEREAS, the Developer created, prepared and recorded the Declaration of Condominium (the "Declaration") for WINDING LAKE AT WELLEBY, a Condominium (the "Condominium"), which Declaration was recorded on April 27, 1982, in Official Records Book 10154, Page 677, of the Public Records of Broward County, Florida; and

WHEREAS, the Declaration has previously been amended to supercede Exhibit "B" to same which is the survey required in accordance with Florida Statute 718.104 (the "Survey"), to add additional buildings as they have been completed by the Developer, and in addition, the Declaration was amended to add Phase II to the Condominium, which amendment entailed supplementing the Survey with a survey prepared in accordance with Florida Statutes 718.104 which was certified by the surveyor only as to the buildings which were complete at that time; and

WHEREAS, the Developer has completed additional buildings located in the second phase of the Condominium subject to the Declaration, and the surveyor has certified to that fact; and

WHEREAS, the Declaration can now be amended to include such additional certification by the surveyor.

NOW, THEREFORE, the Declaration is hereby amended as follows:

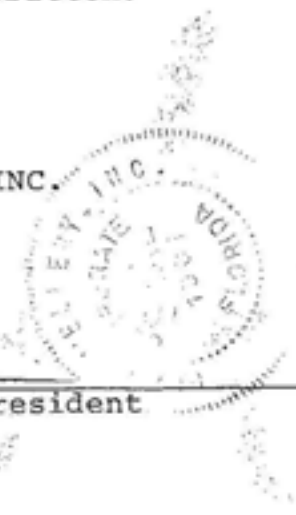
1. The aboverecitations are true and correct.
2. The Survey is hereby amended to supplement same by the addition of the surveys and the certification contained on Exhibit "1" attached hereto.
3. Except as modified herein, the Declaration as amended remains in full force and effect.

OFF REC 10860 Pg 903

29 A

IN WITNESS WHEREOF, the Developer has affixed its hand and official seal on the day and year first above written.

DCA AT WELLEBY, INC.



BY: *Eric Levin*  
ERIC LEVIN, President

Attest: *Luis Clark*  
LUIS CLARK, Secretary

STATE OF FLORIDA        )  
                                  ) SS:  
COUNTY OF BROWARD    )

The foregoing Tenth Amendment to Declaration of Condominium was acknowledged before me this 10 day of May, 1983, by ERIC LEVIN, as President and LUIS CLARK, as Secretary, of DCA AT WELLEBY, INC., a Florida corporation, on behalf of said corporation.

*Samuel P. Reicin*  
NOTARY PUBLIC, STATE OF FLORIDA

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAR 7 1985  
BONDED THRU GENERAL INS. UNDERWRITERS

REC 10860P6 904

SURVEYOR'S CERTIFICATE

I, GARY A. BURDEN, hereby certify that:

1. I am a duly registered land surveyor authorized to practice in this state, under the laws of the State of Florida, being Professional Land Surveyor No. 3691.
2. The construction of improvements which comprise WINDING LAKE AT WELLEBY, A CONDOMINIUM, BUILDINGS 12 - 19 inclusive & 24 - 27 inclusive; PHASE II, are substantially complete, so that the materials which comprise this Exhibit " 1 " to the Declaration of Condominium of WINDING LAKE AT WELLEBY, A CONDOMINIUM, TOGETHER WITH the provisions of said Declaration of Condominium describing the condominium property, is an accurate representation of the location and dimensions of said improvements and that the identification, location and dimensions of the Common Elements, Limited Common Elements and of each apartment can be determined from said materials.  
*Tenth Amendment to the*
3. As to the above numbered completed buildings all planned improvements, including, but not limited to, landscaping, utility services (where applicable), and access to the unit, and common element facilities serving the buildings have been substantially completed.

Certified this 5th day of May , 1983.

*Gary A. Burden*  
GARY A. BURDEN  
Professional Land Surveyor  
State of Florida No. 3691



OFF 10860Pg 905

CRAIG A. SMITH & ASSOCIATES  
CONSULTING ENGINEERS & SURVEYORS

C E R T I F I C A T E

This is to certify that we have obtained the lowest floor elevation on the building situated on the following described lands:

Bldg. #19, Phase II, WINDING LAKE AT WELLEBY A  
CONDOMINIUM

LAND DESCRIPTION

A portion of the plat of Parcel "13 B", WELLEBY  
N.W. QUADRANT, according to the plat thereof, as  
recorded in Plat Book 110, Page 48, of the Public  
Records of Broward County, Florida.

Our resultant elevation of the finished floor is 10.62.  
This elevation is based on the National Geodetic Vertical  
Datum of 1929, and on bench marks supplied by the  
Engineering Department of Broward County.

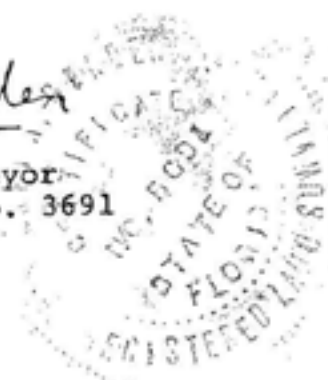
CERTIFIED CORRECT this 5th day of May, 1983.

BY: Gary A. Burden  
GARY A. BURDEN  
Professional Land Surveyor  
Florida Registration No. 3691

Project No. 81-009

Date: 5/5/83

Ex "1"  
Pg 2 of 5



REC 10860 PG 500

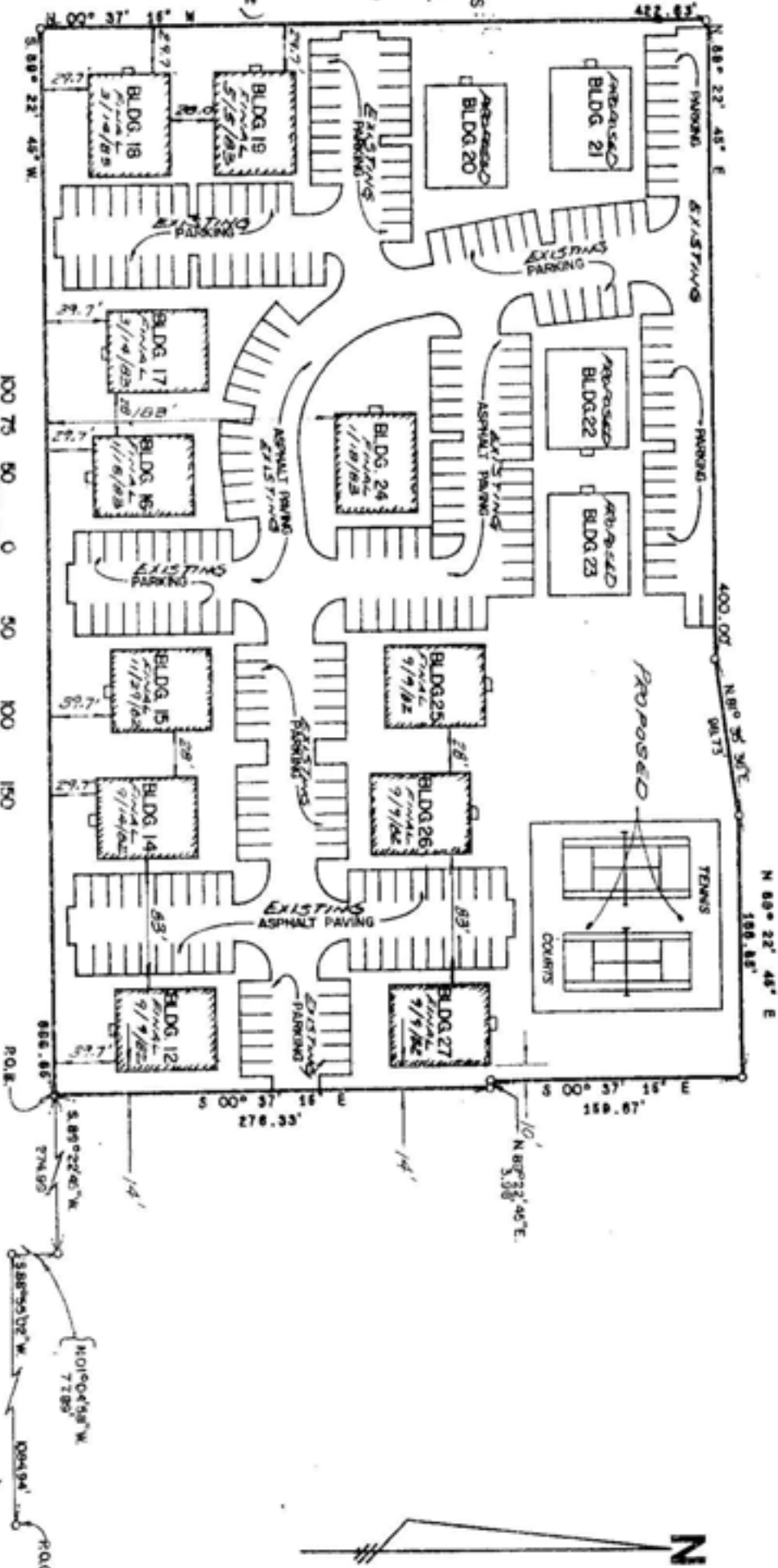
# WINDING LAKE AT WELLEBY, A CONDOMINIUM PHASE II

**NOTES**

1. ALL AREAS SUBMITTED TO CONDOMINIUM OWNERSHIP AND NOT OCCUPIED BY CONDOMINIUM UNITS WILL BE COMMON AREAS EXCEPT FOR THOSE PARKING SPACES DESIGNATED AS LIMITED COMMON ELEMENTS.
2. SEE NOTE BELOW.
3. ELEVATION OF PEAK OF ROOF OF PROPOSED BUILDING IS 36' 1".

**NOTE:**

BUILDINGS COMPLETED ARE:  
 -12, 25, 26, 27 (CAMO: 9/14/82)  
 -14 (DATED: 9/14/82)  
 -15 (DATED: 11/27/82)  
 -16 (DATED: 1/18/83)  
 -17, 19 (DATED: 3/14/83)  
 -19 (DATED: 5/15/83)  
BUILDINGS PROPOSED ARE:  
 20-23 INCLUSIVE  
 ALSO, TENNIS COURTS



PREPARED BY: CRAIG A. SMITH & ASSOCIATES, CONSULTING ENGINEERS & SURVEYORS, CORAL SPRINGS, FLORIDA. DATE: OCTOBER, 1981.

EXHIBIT "1"  
 SHEET 3 OF 5 SHEETS

PROJECT NO. 81-009

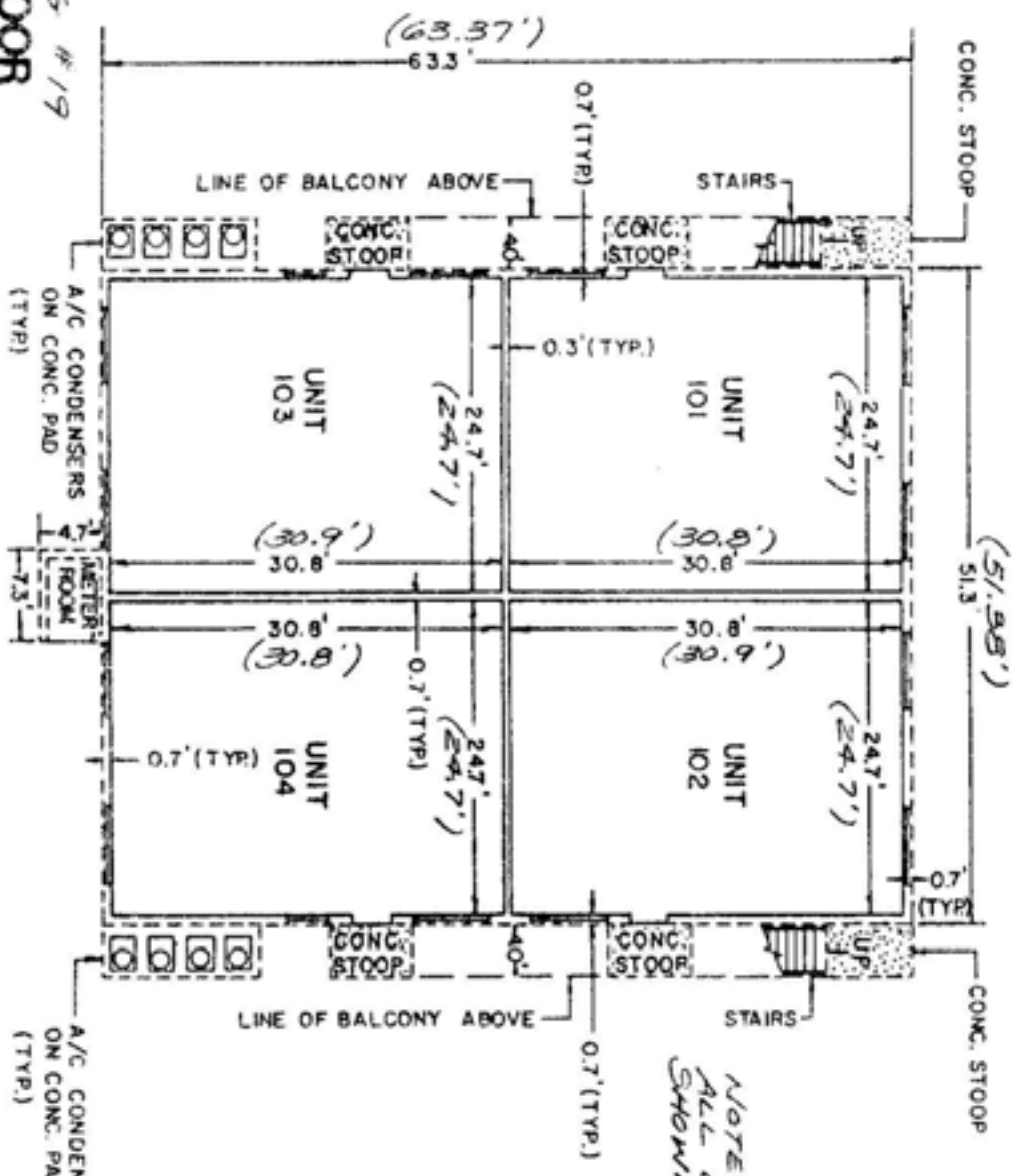
OFF 10860Pg 907



# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING 12,14,15,16,17,18,19,20,21,22,23,24,25,26 & 27  
(2 BEDROOM OPTION)

**BUILDING #19**  
**1st FLOOR**



**NOTE:**  
ALL EXTERIOR IMPROVEMENTS  
SHOWN HEREON ARE AS AS-BUILT



PROPOSED UPPER LIMITS OF APARTMENT 18.8'  
As-Built Ceiling Elev. = 18.67'  
PROPOSED LOWER LIMITS OF APARTMENT 10.50'  
As-Built Finish Floor Elev. = 10.62'

**NOTE:**  
UNITS WILL BE IDENTIFIED BY UNIT AND  
BUILDING NUMBERS.

Final Survey Bldg. #19  
Date: 5/5/83  
Foundation Survey  
Date: 3/24/83

PREPARED BY:  
**CRAIG A. SMITH & ASSOCIATES**  
CONSULTING ENGINEERS & SURVEYORS  
CORAL SPRINGS, FLORIDA  
DATE: JANUARY, 1982

\*As-Built\* Dimensions Shown Thru ( ).

SHEET 4 OF 5 SHEETS  
EXHIBIT "1"

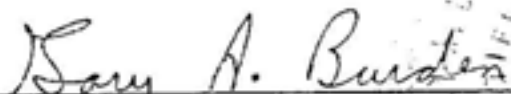
SURVEYOR'S CERTIFICATE


1. I, GARY A. BURDEN, hereby certify that:

I am a duly registered land surveyor authorized to practice in this state under the laws of the State of Florida, being Professional Land Surveyor No. 3691.

2. The construction of the improvements which comprise WINDING LAKE AT WELLEBY, A CONDOMINIUM, BUILDINGS 12 - 21 inclusive & 24 - 27 inclusive; PHASE II, are substantially complete so that the materials which comprise this Exhibit "1" to the <sup>Twelfth Amendment</sup> Declaration of Condominium of WINDING LAKE AT WELLEBY, A CONDOMINIUM, TOGETHER WITH the provisions of said Declaration of Condominium describing the condominium property, is an accurate representation of the location and dimensions of said improvements and that the identification, location and dimensions of the Common Elements and Limited Common Elements and of each apartment can be determined from said materials.
3. As to the above numbered completed buildings all planned improvements, including, but not limited to, landscaping, utility services (where applicable), and access to the unit, and common element facilities serving the buildings and have been substantially completed.

Certified this 18th day of July, 1983.

  
GARY A. BURDEN  
PROFESSIONAL LAND SURVEYOR  
FLORIDA REGISTRATION NO. 3691



Ex "1"  
Pg 1 of 5

OFF 11025Pg 783

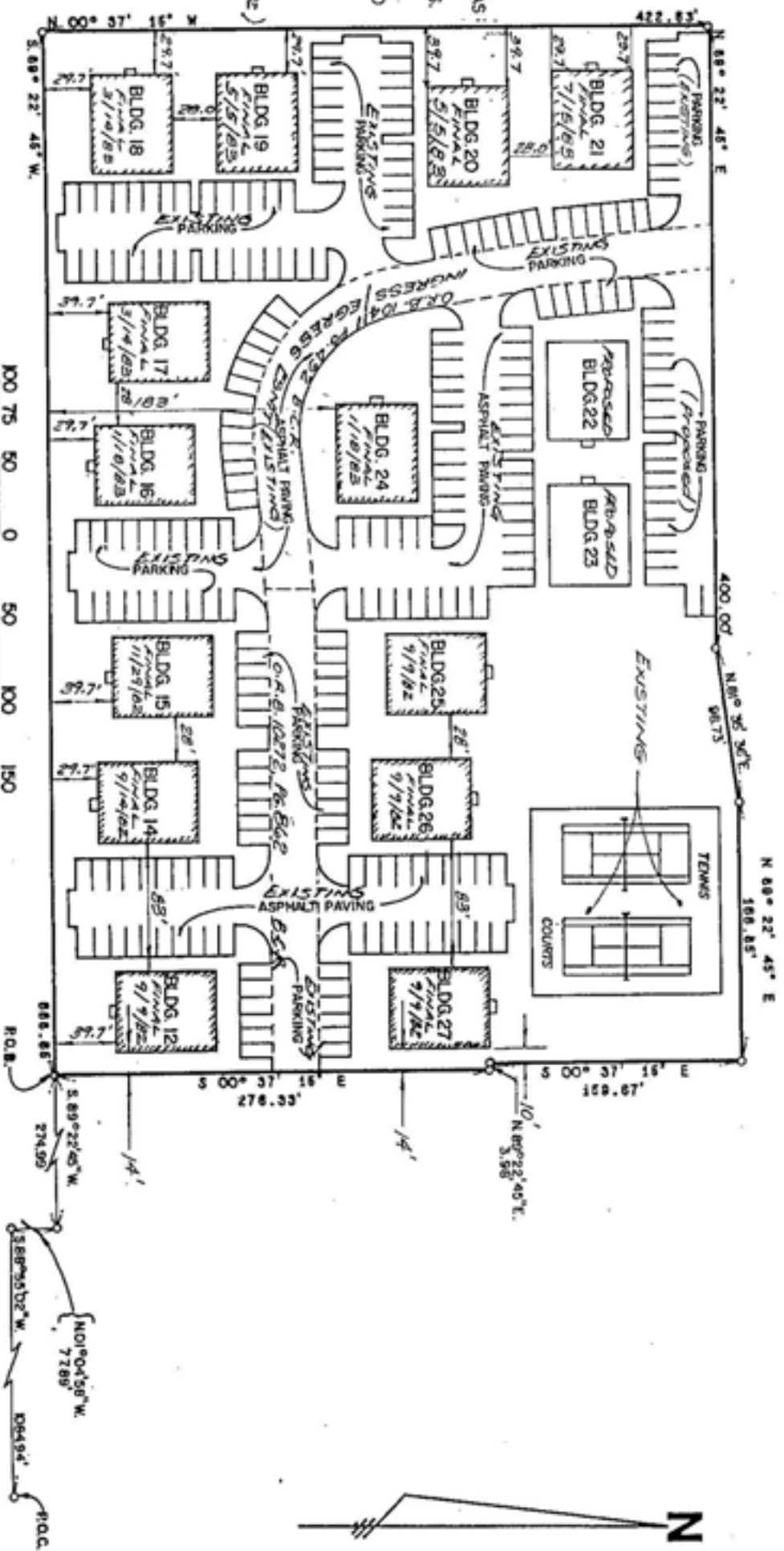
# WINDING LAKE AT WELLEBY, A CONDOMINIUM PHASE II

OFF REC 11025Pg 784

- NOTES**
- 1 ALL AREAS SUBMITTED TO CONDOMINIUM OWNERSHIP AND NOT OCCUPIED BY CONDOMINIUM UNITS WILL BE COMMON AREAS EXCEPT FOR THOSE PARKING SPACES DESIGNATED AS LIMITED COMMON ELEMENTS.
  - 2 SEE NOTE BELOW.
  - 3 ELEVATION OF PEAK OF ROOF OF PROPOSED BUILDING IS 36' ±

**NOTE:**  
**BUILDINGS COMPLETED**  
 ARE: -12, 25, 26, 27 (DATED: 9/1/82)  
 -14 (DATED: 9/14/82)  
 -15 (DATED: 11/29/82)  
 -15 (DATED: 11/18/83)  
 -17 (DATED: 3/14/83)  
 -19 (DATED: 5/5/83)  
 -20 (DATED: 5/5/83)  
 -21 (DATED: 7/15/83)

**BUILDINGS PROPOSED**  
 ARE: 22-23 INCLUSIVE  
 Also Tennis Courts.



PREPARED BY: CRAIG A. SMITH & ASSOCIATES, CONSULTING ENGINEERS & SURVEYORS, CORAL SPRINGS, FLORIDA. DATE: OCTOBER, 1981.

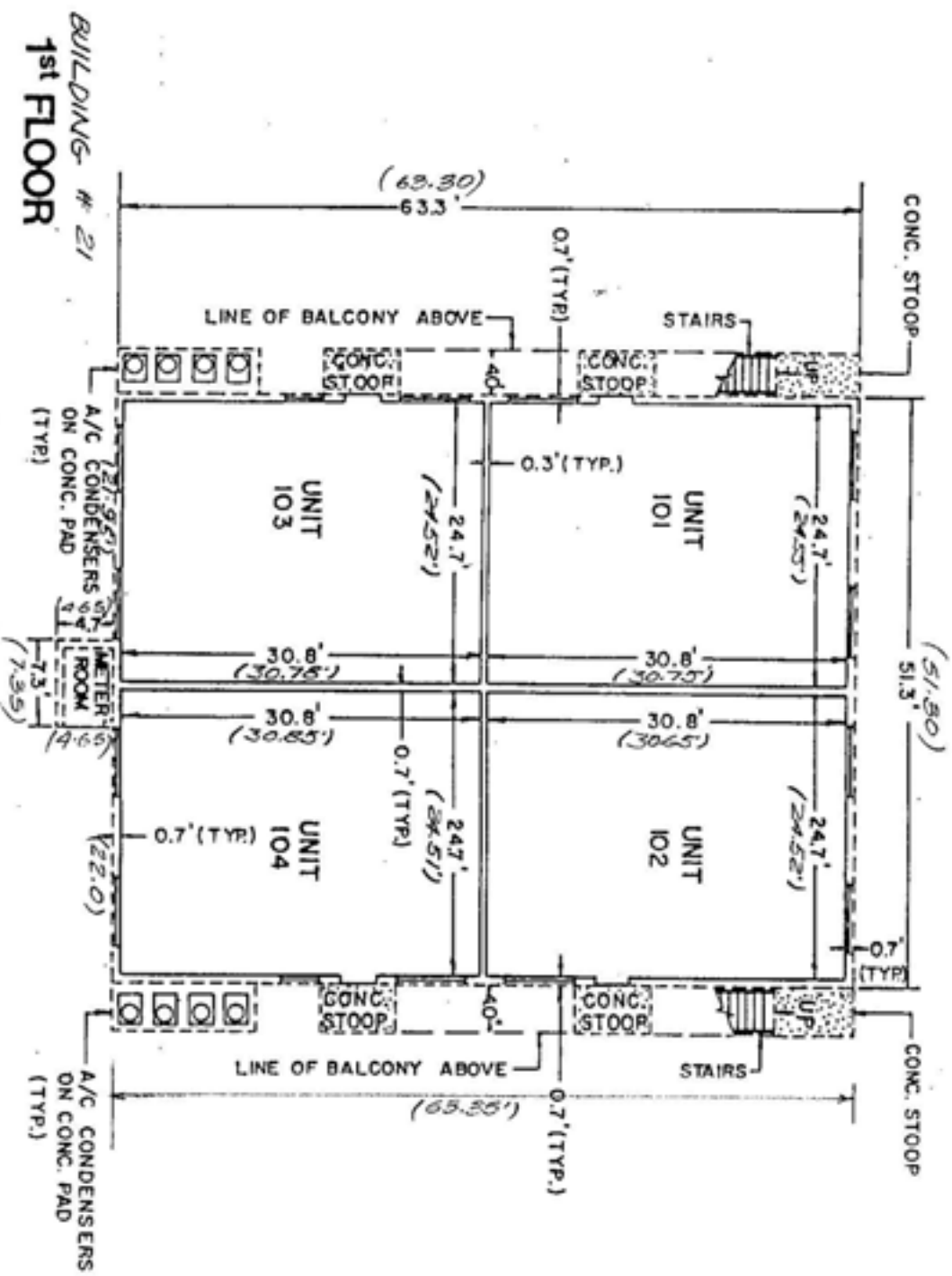
EXHIBIT "1"  
 SHEET 2 OF 5 SHEETS

PROJECT NO. 81-009

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

OFF 11025 Pg 785  
REC 11025 Pg 785

BUILDING 12,14,15,16,17,18,19,20,21,22,23,24,25,26 & 27  
(2 BEDROOM OPTION)



PROPOSED UPPER LIMITS OF APARTMENT LEVEL  
As-Built Ceiling Elev. = 10.55'  
PROPOSED LOWER LIMITS OF APARTMENT 10.50'  
As-Built Finish Floor Elev. = 10.46'

NOTE:  
UNITS WILL BE IDENTIFIED BY UNIT AND BUILDING NUMBERS.

Final Survey Bldg. 21  
Date: 7/15/83  
Foundation Survey F.O. 464/37  
Date: 5/10/83

PREPARED BY:  
**CRAIG A SMITH & ASSOCIATES**  
CONSULTING ENGINEERS & SURVEYORS  
CORAL SPRINGS, FLORIDA.  
DATE: JANUARY, 1982

\*As-Built\* Dimensions Shown Thusly ( ).

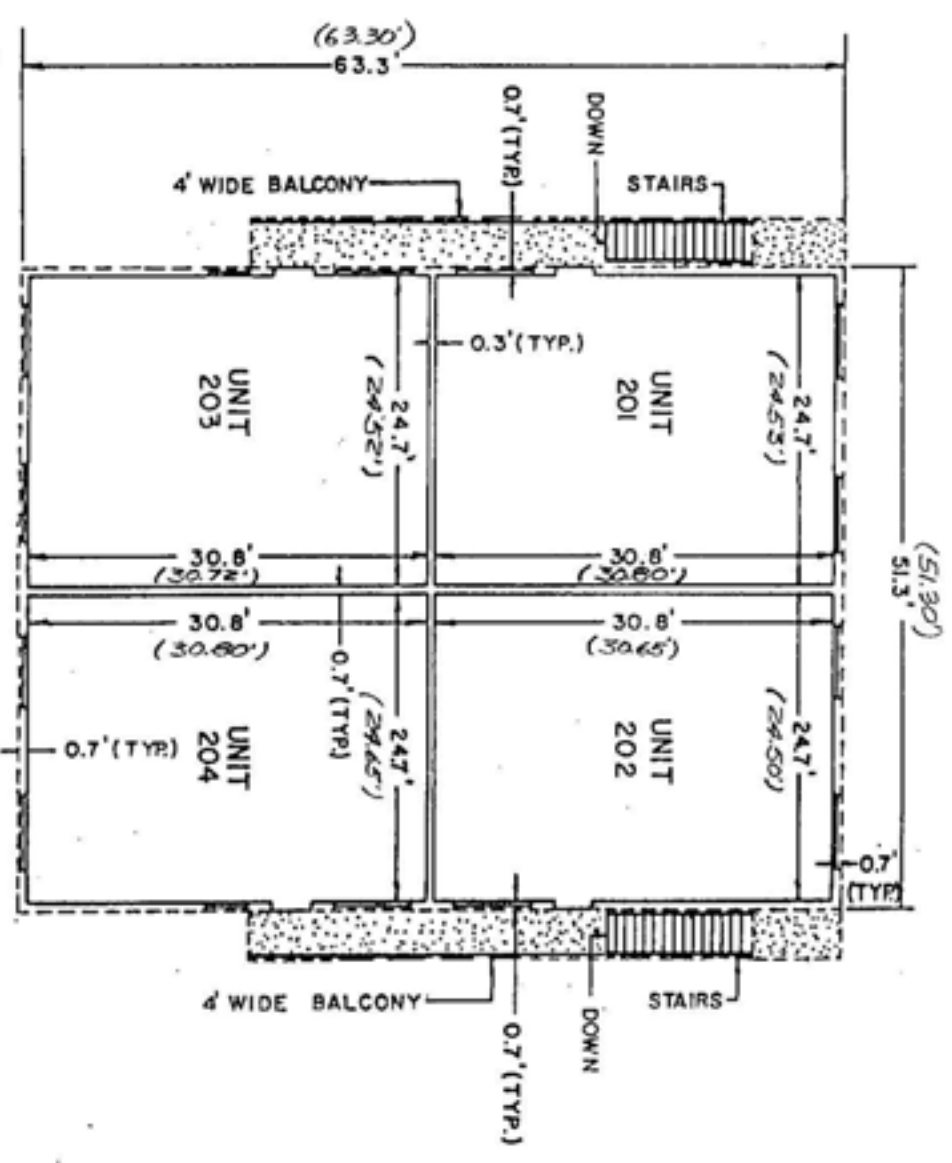
EXHIBIT "1"  
SHEET 3 OF 5 SHEETS

PROJECT NO. 61-009

BUILDING # 21  
1st FLOOR

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING 12,14,15,16,17,18,19, 20, 21, 22, 23, 24, 25, 26 & 27  
 (2 BEDROOM OPTION)



PROPOSED UPPER LIMITS OF APARTMENT 2746  
 As-Built Ceiling Elev. = 27.40  
 PROPOSED LOWER LIMITS OF APARTMENT 1929  
 As-Built Finish Floor Elev. = 19.40

NOTE:  
 UNITS WILL BE IDENTIFIED BY UNIT AND  
 BUILDING NUMBERS

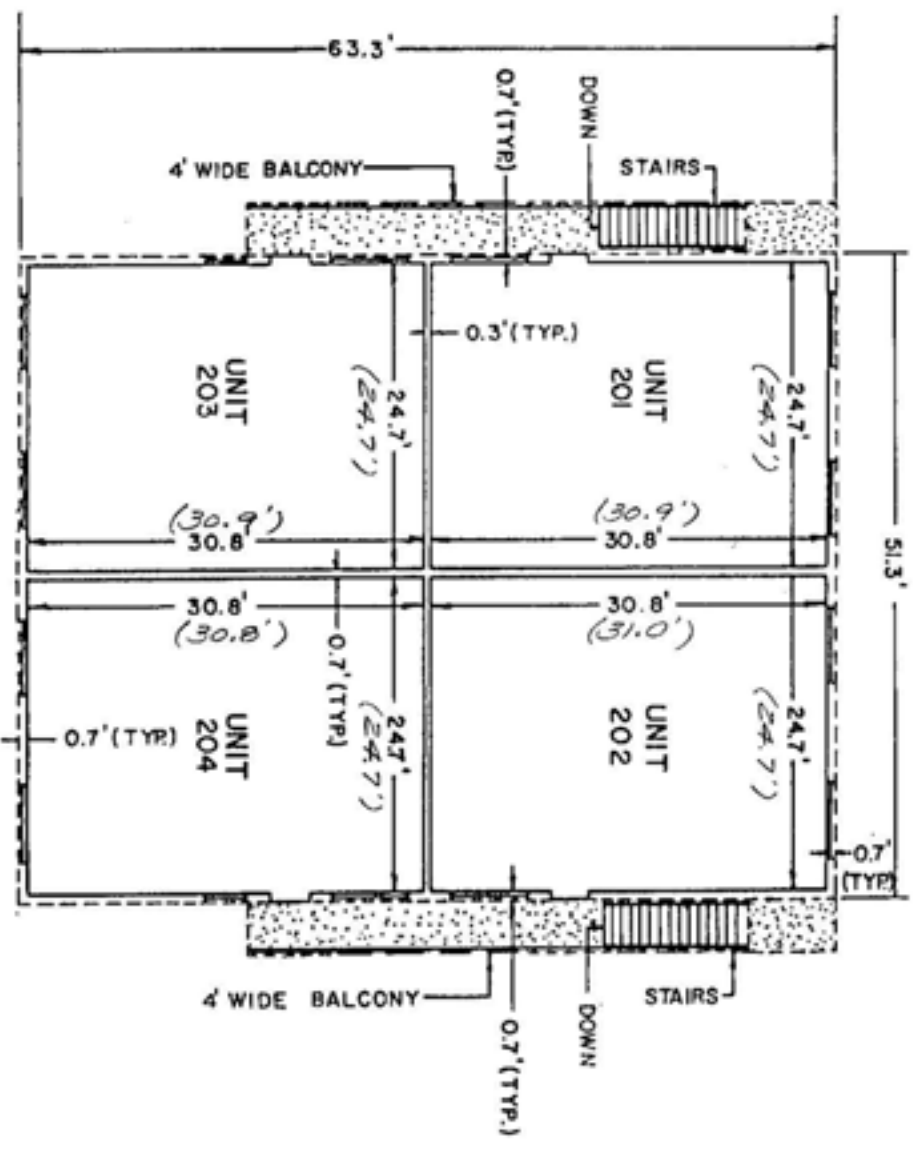
PREPARED BY:  
**CRAIG A SMITH & ASSOCIATES**  
 CONSULTING ENGINEERS & SURVEYORS  
 CORAL SPRINGS, FLORIDA  
 DATE: JANUARY, 1982

EXHIBIT "1"  
 SHEET 4 OF 5 SHEETS

BUILDING #21  
 2nd FLOOR

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 & 27  
( 2 BEDROOM OPTION )



BUILDING # 17  
2nd FLOOR

"As-Built" Dimensions Shown Thusly. ( )



PROPOSED UPPER LIMITS OF APARTMENT 2746  
AS-BUILT CEILING ELEV. 87.28'  
PROPOSED LOWER LIMITS OF APARTMENT 1929  
AS-BUILT FINISH FLOOR ELEV. 79.28'

**NOTE:**

UNITS WILL BE IDENTIFIED BY UNIT AND BUILDING NUMBERS

Final Survey Bldg. #17  
Date: 3/14/83  
Foundation Survey FS 456/514  
Date: 12/3/82

PREPARED BY:  
**ORAG A SMITH & ASSOCIATES**  
CONSULTING ENGINEERS & SURVEYORS  
CORAL SPRINGS, FLORIDA.

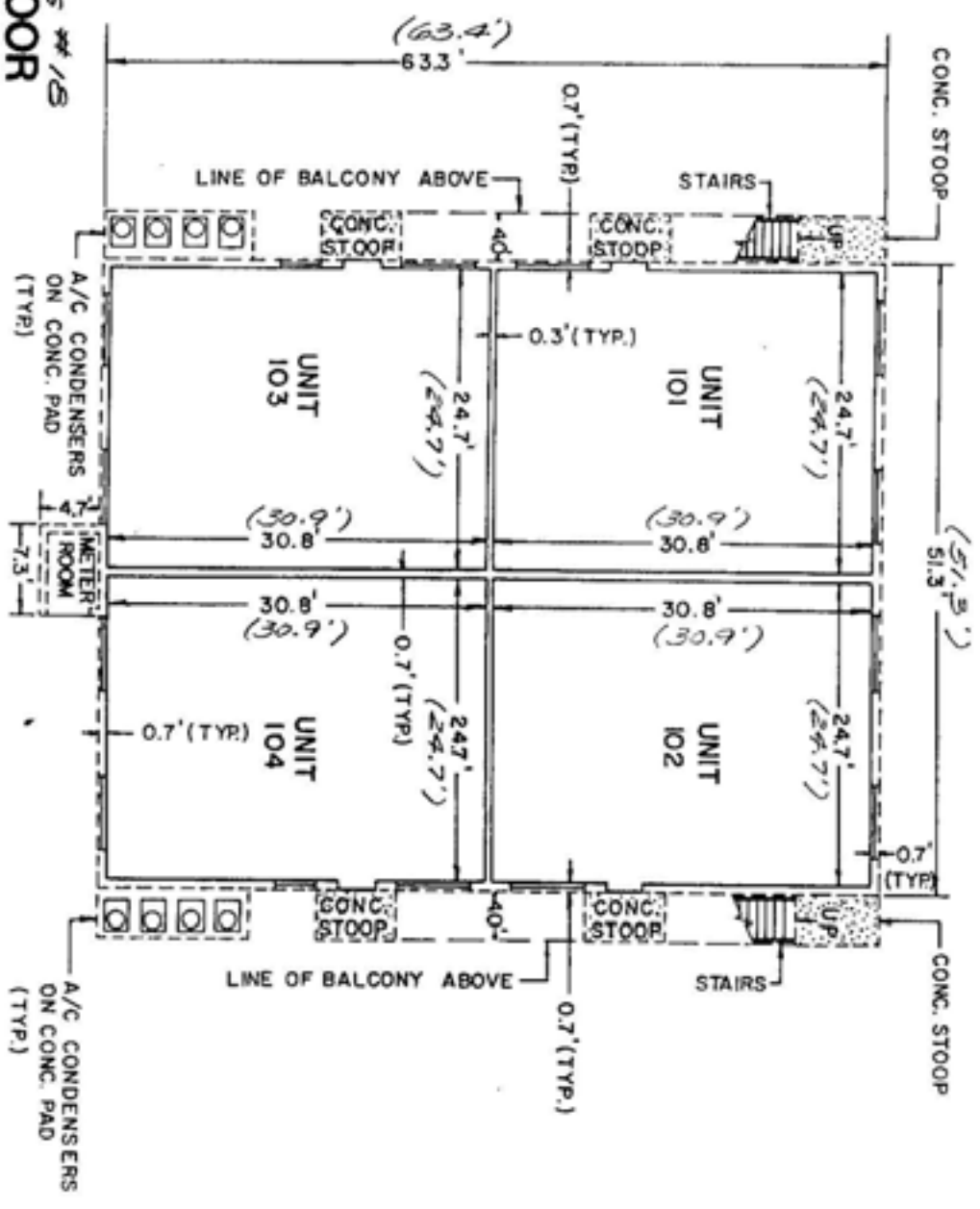
DATE: JANUARY, 1982

EXHIBIT "1"  
SHEET 6 OF 7 SHEETS

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING 12,14,15,16,17,18,19,20,21,22,23,24,25,26 & 27  
(2 BEDROOM OPTION)

**BUILDING #18  
1st FLOOR**



*AS-BUILT DIMENSIONS SHOWN THUSLY ( )*



PROPOSED UPPER LIMITS OF APARTMENT 18.58'  
 AS-BUILT CEILING ELEV. = 18.38'  
 PROPOSED LOWER LIMITS OF APARTMENT 10.50'  
 AS-BUILT FINISH FLOOR EL. = 10.50'

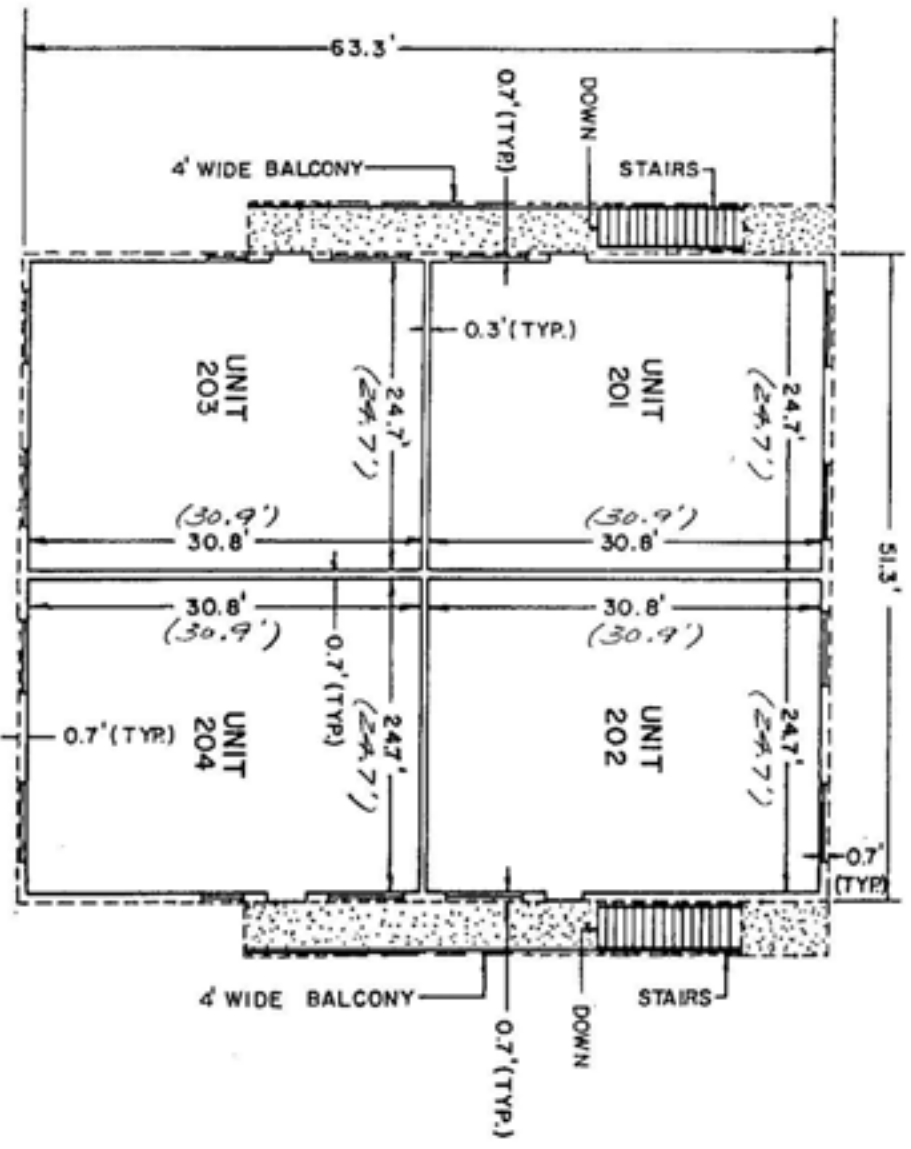
**NOTE:**  
 UNITS WILL BE IDENTIFIED BY UNIT AND BUILDING NUMBERS.  
 FINAL SURVEY: BLDG. #18  
 DATED: 5/14/85  
 FOUNDATION SURVEY:  
 DATED: 12/3/83, FS 456/50

PREPARED BY:  
**CRAIG A. SMITH & ASSOCIATES**  
 CONSULTING ENGINEERS & SURVEYORS  
 CORAL SPRINGS, FLORIDA.  
 DATE: JANUARY, 1982

EXHIBIT "1"  
 SHEET 7 OF 7 SHEETS

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 & 27  
(2 BEDROOM OPTION)



Building #18  
2nd FLOOR

AS-BUILT DIMENSIONS SHOWN THUSLY ( )



PROPOSED UPPER LIMITS OF APARTMENT 2746  
AS-BUILT Ceiling Elev. = 27.53'  
PROPOSED LOWER LIMITS OF APARTMENT 1929  
AS-BUILT FINISH FLOOR EL. = 19.21'

**NOTE:**

UNITS WILL BE IDENTIFIED BY UNIT AND BUILDING NUMBERS  
FINAL SURVEY BLDG. #18  
DATED: 3/14/85

FOUNDATION SURVEY: EG 456/56  
DATED: 12/3/83  
PREPARED BY:  
CRAIG A SMITH & ASSOCIATES  
CONSULTING ENGINEERS & SURVEYORS  
CORAL SPRINGS, FLORIDA  
DATE: JANUARY, 1982

RECORDED IN THE OFFICIAL RECORDS BOOKS  
OF BROWARD COUNTY, FLORIDA  
E. T. JOHNSON  
COUNTY ADMINISTRATOR

SHEET OF SHEETS

PROJECT NO. 81-009



C E R T I F I C A T E

This is to certify that we have obtained the lowest floor elevation on the following described lands:

Bldg. # 21, Phase II, WINDING LAKES AT WELLEBY, A CONDOMINIUM

LAND DESCRIPTION

A portion of the Plat of Parcel "13 b", WELLEBY N.W. QUADRANT, according to the Plat thereof, as recorded in Plat Book 110, Page 48, of the Public Records of Broward County, Florida.

Our resultant elevation of the lowest floor is 10.46. High point of road elevation = 9.25. This elevation is based on the National Geodetic Vertical Datum of 1929, and on bench marks supplied by the Engineering Department of Broward County, Florida.

CERTIFIED CORRECT this 18th day of July, 1983

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
F. T. JOHNSON  
COUNTY ADMINISTRATOR

BY:

*Gary A. Burden*  
GARY A. BURDEN  
Professional Land Surveyor  
Florida Registration No. 3691

Project No. 81-009  
Date: 7/18/83

EX "1"  
P9 545

C E R T I F I C A T E

This is to certify that we have obtained the lowest floor elevation on the following described lands:

Bldg. # 23, Phase II, WINDING LAKES AT WELLEBY, A CONDOMINIUM

LAND DESCRIPTION

A portion of the Plat of Parcel "13 b", WELLEBY N.W. QUADRANT, according to the Plat thereof, as recorded in Plat Book 110, Page 48, of the Public Records of Broward County, Florida.

Our resultant elevation of the lowest floor is 10.42. High point of road elevation = 9.25. This elevation is based on the National Geodetic Vertical Datum of 1929, and on bench marks supplied by the Engineering Department of Broward County, Florida.

CERTIFIED CORRECT this 2nd day of August, 1983

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
F. T. JOHNSON  
COUNTY ADMINISTRATOR

BY: Gary A. Burden  
GARY A. BURDEN  
Professional Land Surveyor  
Florida Registration No. 3691

Project No. 81-009

Date: 8/2/83

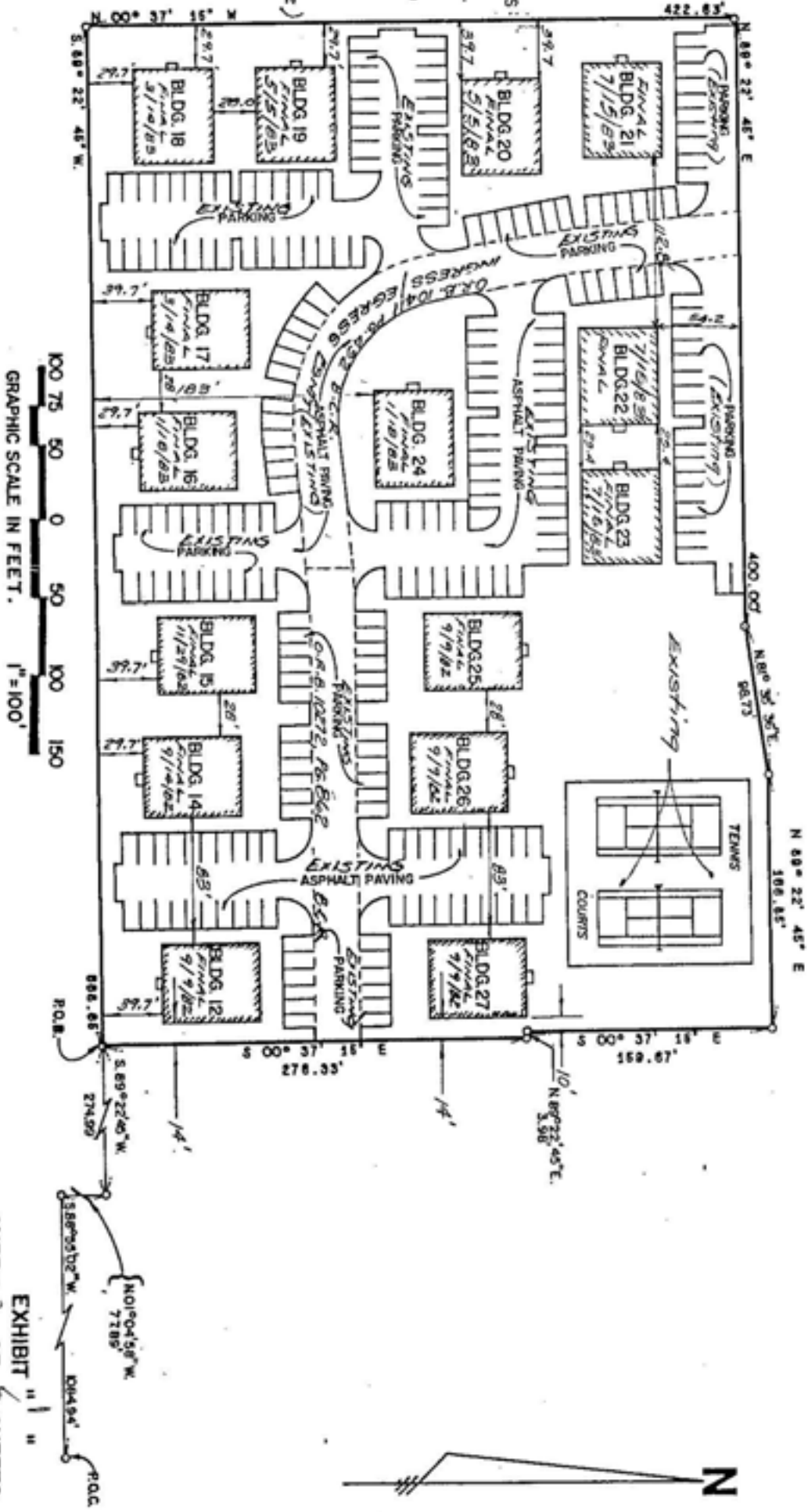
Ex "1"  
pg 525

# WINDING LAKE AT WELLEBY, A CONDOMINIUM PHASE II

OFF: 11070Pg 671  
REC: 11070Pg 671

- NOTES**
- 1 ALL AREAS SUBMITTED TO CONDOMINIUM OWNERSHIP AND NOT OCCUPIED BY CONDOMINIUM UNITS WILL BE COMMON AREAS EXCEPT FOR THOSE PARKING SPACES DESIGNATED AS LIMITED COMMON ELEMENTS.
  - 2 SEE NOTE BELOW
  - 3 ELEVATION OF PEAK OF ROOF OF PROPOSED BUILDING IS 36' ±

**NOTE:**  
**BUILDINGS COMPLETED**  
 ARE: -12, 25, 26, 27 (DATED: 9/9/82)  
 -14 (DATED: 9/14/82)  
 -15 (DATED: 11/27/82)  
 -16 (DATED: 3/14/83)  
 -17 (DATED: 5/5/83)  
 -19 (DATED: 5/5/83)  
 -20 (DATED: 9/15/83)  
 -21 (DATED: 1/15/85)  
 -22 (DATED: 7/15/85)  
 -23 (DATED: 7/15/85)



PREPARED BY: CRAIG A. SMITH & ASSOCIATES, CONSULTING ENGINEERS & SURVEYORS, CORAL SPRINGS, FLORIDA. DATE: OCTOBER, 1981

EXHIBIT "1"  
SHEET 2 OF 2 SHEETS

PROJECT NO. 81-009

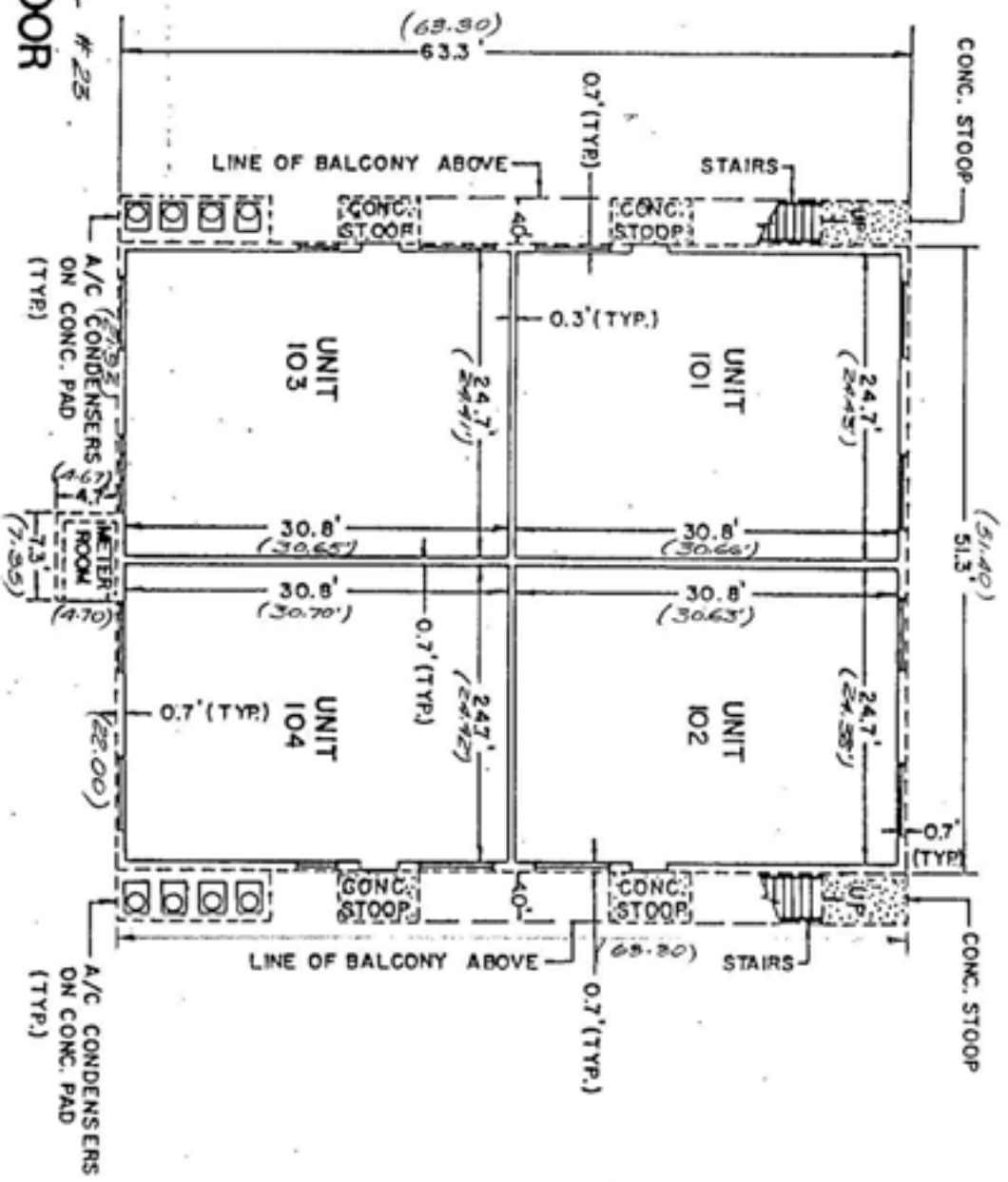
# WINDING LAKE AT WELLEBY,

## A CONDOMINIUM

BUILDING 12,14,15,16,17,18,19,20,21,22,23,24,25,26 & 27  
(2 BEDROOM OPTION)

OFF 11070 Pg 672  
REC 11070 Pg 672

BUILDING # 23  
1st FLOOR



PROPOSED UPPER LIMITS OF APARTMENT JELB.  
As-Built Ceiling Elev. = 18.97'  
PROPOSED LOWER LIMITS OF APARTMENT 10.50'  
As-Built Finish Floor Elev. = 10.42'

NOTE:  
UNITS WILL BE IDENTIFIED BY UNIT AND BUILDING NUMBERS.

Final Survey Bldg. 23  
Date: 7/15/83  
Foundation Survey  
Date: 5/10/83

PREPARED BY:  
**CRAIG A SMITH & ASSOCIATES**  
CONSULTING ENGINEERS & SURVEYORS  
CORAL SPRINGS, FLORIDA.  
DATE: JANUARY, 1982

EXHIBIT "1"  
SHEET 3 OF 5 SHEETS

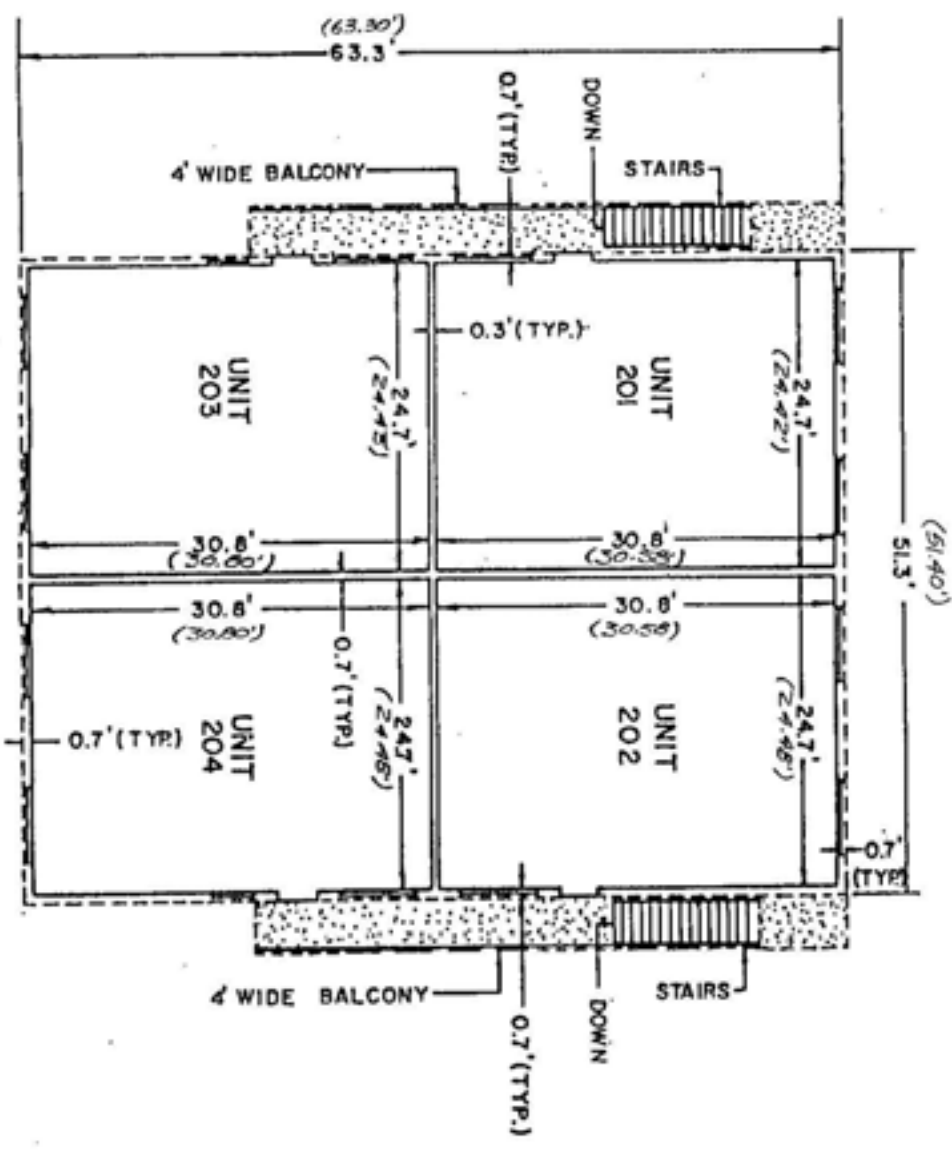
\*As-Built\* Dimensions Shown Thusly ( ).

# WINDING LAKE AT WELLEBY,

## A CONDOMINIUM

BUILDING 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 & 27  
(2 BEDROOM OPTION)

OFF REC 11070Pg 673



PROPOSED UPPER LIMITS OF APARTMENT 2746  
As-Built Ceiling Elev. = 27.38'  
PROPOSED LOWER LIMITS OF APARTMENT 1929  
As-Built Finish Floor Elev. = 17.26'

NOTE:  
UNITS WILL BE IDENTIFIED BY UNIT AND  
BUILDING NUMBERS

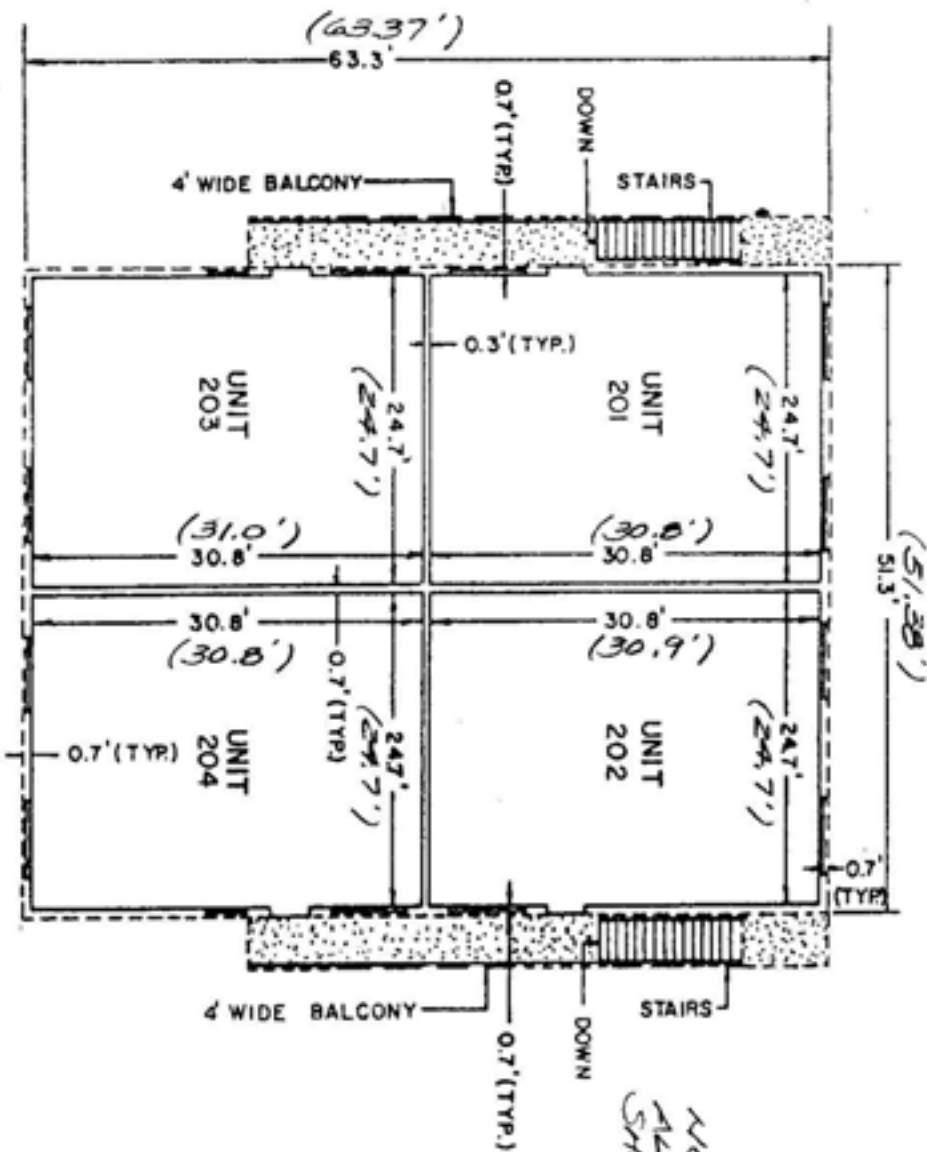
PREPARED BY:  
**CRAIG A SMITH & ASSOCIATES**  
CONSULTING ENGINEERS & SURVEYORS  
CORAL SPRINGS, FLORIDA.  
DATE: JANUARY, 1982

EXHIBIT " " " " " "  
SHEET 4 OF 5 SHEETS

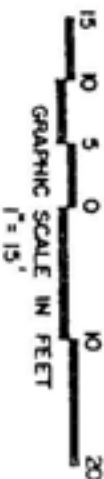
BUILDING #23  
2nd FLOOR

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING 12,14,15,16,17,18,19, 20, 21, 22, 23, 24, 25, 26 B 27  
(2 BEDROOM OPTION)



NOTE:  
ALL EXTERIOR IMPROVEMENTS  
SHOWN HEREBY ARE AS-BUILT



PROPOSED UPPER LIMITS OF APARTMENT 2746  
As-Built Ceiling Elev. = 27.56'  
PROPOSED LOWER LIMITS OF APARTMENT 1929  
As-Built Finish Floor Elev. = 19.59'

NOTE:  
UNITS WILL BE IDENTIFIED BY UNIT AND  
BUILDING NUMBERS

FINAL SURVEY BLDG. #19  
DATE: 5/5/83  
FOUNDATION SURVEY  
DATE: 3/24/83

PREPARED BY:  
CRAIG A SMITH & ASSOCIATES  
CONSULTING ENGINEERS & SURVEYORS

CORAL SPRINGS, FLORIDA  
DATE: JANUARY, 1982

EXHIBIT "1"  
SHEET 5 OF 5 SHEETS

BUILDING #19  
2nd FLOOR

AS-BUILT DIMENSIONS SHOWN THUSLY ( )

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
F. T. JOHNSON  
COUNTY ADMINISTRATOR

WILL CALL:  
University Title Ins  
269 N. University  
Pembroke Pines, Fla. 33024

TWELFTH AMENDMENT TO  
DECLARATION OF CONDOMINIUM

83-238844

THIS AMENDMENT, made and entered into this \_\_\_\_\_ day of July 1983, by DCA AT WELLEBY, INC., hereinafter referred to as the "Developer".

W I T N E S S E T H:

WHEREAS, the Developer created, prepared and recorded the Declaration of Condominium (the "Declaration") for WINDING LAKE AT WELLEBY, a Condominium (the "Condominium"), which Declaration was recorded on April 27, 1982, in Official Records Book 10154, at Page 677, of the Public Records of Broward County, Florida; and

WHEREAS, the Declaration has previously been amended to supercede Exhibit "B" to same which is the survey required in accordance with Florida Statute 718.104 (the "Survey"), to add additional buildings as they have been completed by the Developer, and in addition, the Declaration was amended to add Phase II to the Condominium, which amendment entailed supplementing the Survey with a survey prepared in accordance with Florida Statutes 718.104 which was certified by the surveyor only as to the buildings which were complete at that time; and

WHEREAS, the Developer has completed additional buildings located in the second phase of the Condominium project to the Declaration, and the surveyor has certified to that fact; and

WHEREAS, the Declaration can now be amended to include such additional certification by the surveyor;

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The above recitations are true and correct.
2. The Survey is hereby amended to supplement same by the addition of the surveys and the certification contained on Exhibit "1" attached hereto.
3. Except as modified herein, the Declaration as amended remains in full force and effect.

IN WITNESS WHEREOF, the Developer has affixed its hand and official seal on the day and year first above written.

Witnesses:  
Janice Bell  
Paula Lisch

DCA AT WELLEBY, INC.  
BY: Eric Levin  
ERIC LEVIN, President

This instrument prepared by  
MICHAEL J. HERRON, ESQUIRE  
MEYER, WEISS, ROSE, ARKIN & SHOCKETT, P.A.  
407 Lincoln Road  
Miami Beach, Florida 33139

83 JUL 27 PM 3:30

OFF 11025pg 781

29

STATE OF FLORIDA     )  
                          ) SS:  
COUNTY OF BROWARD    )

The foregoing Twelfth Amendment to Declaration of Condominium was acknowledged before me this            day of July, 1983, by ERIC LEVIN, as President of DCA AT WELLEBY, INC., a Florida corporation, on behalf of said corporation.

*Shirley Louise Pledge*  
NOTARY PUBLIC, STATE OF FLORIDA



My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES FEB 24 1984  
BONDED THRU GENERAL INS. UNDERWRITERS

OFF 11025 PG 782



WILL CALL:  
University Title Inc.  
269 N. University Drive  
Pembroke Pines, Fla. 33024

THIRTEENTH AMENDMENT TO  
DECLARATION OF CONDOMINIUM

83-262919

THIS AMENDMENT, made and entered into this 11th day of August, 1983, by DCA AT WELLEBY, INC., hereinafter referred to as the "Developer".

W I T N E S S E T H :

WHEREAS, the Developer created, prepared and recorded the Declaration of Condominium (the "Declaration") for WINDING LAKE AT WELLEBY, a Condominium (the "Condominium"), which Declaration was recorded on April 27, 1982, in Official Records Book 10154, Page 677, of the Public Records of Broward County, Florida; and

WHEREAS, the Declaration has previously been amended to supercede Exhibit "B" to same which is the survey required in accordance with Florida Statute 718.104 (the "Survey"), to add additional buildings as they have been completed by the Developer, and in addition, the Declaration was amended to add Phase II to the Condominium, which amendment entailed supplementing the Survey with a survey prepared in accordance with Florida Statutes 718.104 which was certified by the surveyor only as to the buildings which were complete at that time; and

WHEREAS, the Developer has completed additional buildings located in the second phase of the Condominium project to the Declaration, and the surveyor has certified to that fact; and

WHEREAS, the Declaration can now be amended to include such additional certification by the surveyor.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The above recitations are true and correct.
2. The Survey is hereby amended to supplement same by the addition of the surveys and the certification contained on Exhibit "1" attached hereto.
3. Except as modified herein, the Declaration as amended remains in full force and effect.

IN WITNESS WHEREOF, the Developer has affixed its hand and official seal on the day and year first above written.

Witnesses:

Linda Hirsch  
Eric Levin

DCA AT WELLEBY, INC.

BY: Eric Levin  
ERIC LEVIN, President

Aug 15 3 32 PM '83

REC 110/UPG 608

29  
204

STATE OF FLORIDA            )  
                                  ) SS:  
COUNTY OF BROWARD        )

The foregoing Thirteenth Amendment to Declaration of Condominium was acknowledged before me this 11<sup>th</sup> day of August, 1983, by ERIC LEVIN, as President of DCA AT WELLEBY, INC., a Florida corporation, on behalf of said corporation.

*Millie Bell Bartlett*  
NOTARY PUBLIC, STATE OF FLORIDA  
NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES JUNE 2 1984  
BONDED LIBBY GENERAL INS. UNDERWRITERS

My Commission expires:

REC 110/UPG 669

SURVEYOR'S CERTIFICATE

1. I, GARY A. BURDEN, hereby certify that:

I am a duly registered land surveyor authorized to practice in this state under the laws of the State of Florida, being Professional Land Surveyor No. 3691.

2. The construction of the improvements which comprise WINDING LAKE AT WELLEBY, A CONDOMINIUM, BUILDINGS 12 - 27 inclusive; PHASE II, are substantially complete so that the materials which comprise this Exhibit "1" to the Declaration of Condominium of WINDING LAKE AT WELLEBY, A CONDOMINIUM, TOGETHER WITH the provisions of said Declaration of Condominium describing the condominium property, is an accurate representation of the location and dimensions of said improvements and that the identification, location and dimensions of the Common Elements and Limited Common Elements and of each apartment can be determined from said materials.

3. As to the above numbered completed buildings all planned improvements, including, but not limited to, landscaping, utility services (where applicable), and access to the unit, and common element facilities serving the buildings and have been substantially completed.

Certified this 2nd day of August, 1983.

Gary A. Burden  
GARY A. BURDEN  
PROFESSIONAL LAND SURVEYOR  
FLORIDA REGISTRATION NO. 3691

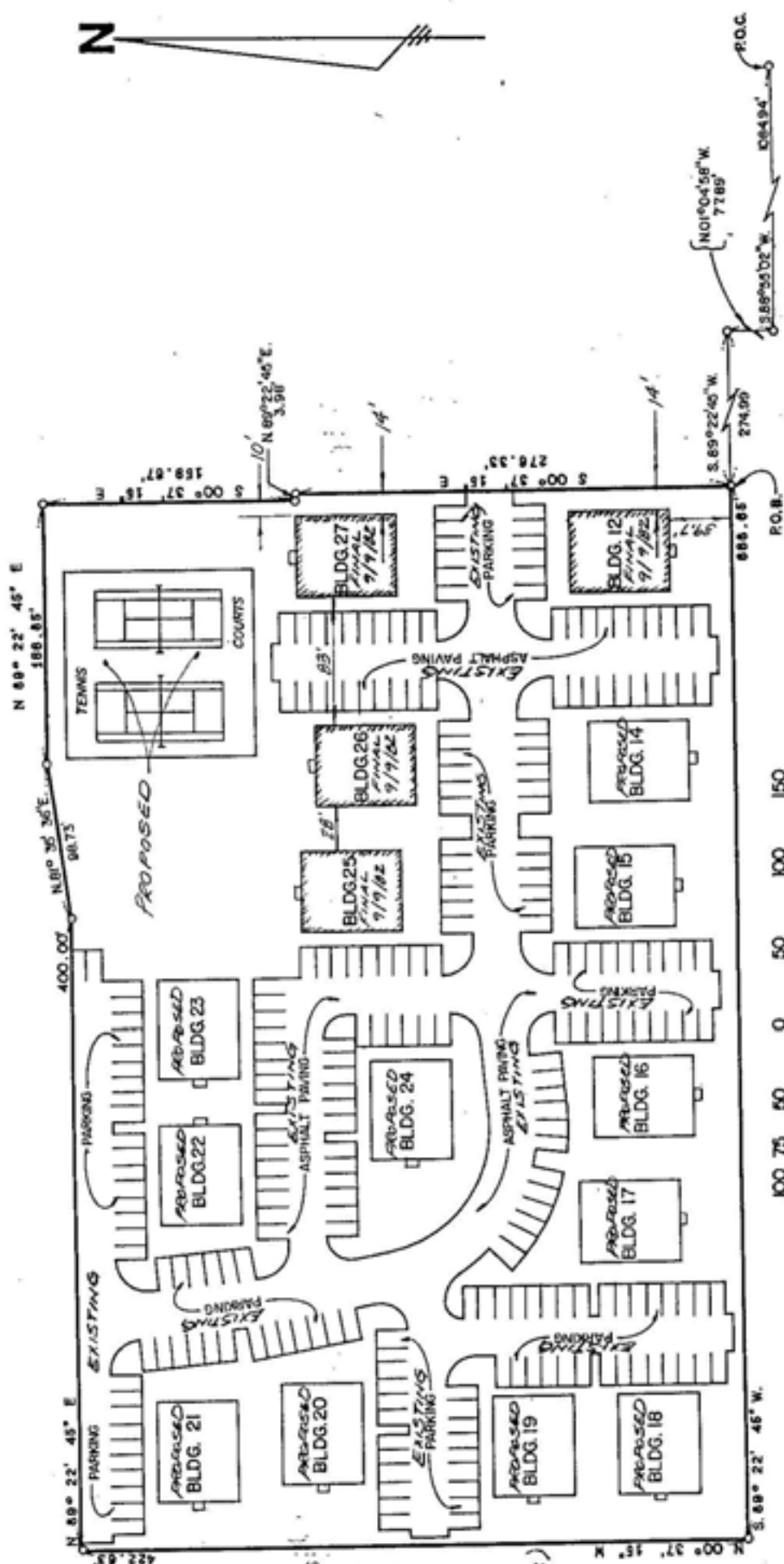


Ex "1"  
Pg 195

OFF 11070Pg 670



# WINDING LAKE AT WELLEBY, A CONDOMINIUM PHASE II



- NOTES**
1. ALL AREAS SUBMITTED TO CONDOMINIUM OWNERSHIP AND NOT OCCUPIED BY CONDOMINIUM UNITS WILL BE COMMON AREAS EXCEPT FOR THOSE PARKING SPACES DESIGNATED AS LIMITED COMMON ELEMENTS.
  2. SEE NOTE BELOW
  3. ELEVATION OF PEAK OF ROOF OF PROPOSED BUILDING IS 36'±

**NOTE:**  
BUILDINGS COMPLETED  
ARE: 12, 25, 26, 27 (dated: 9/4/82)

**BUILDINGS PROPOSED**  
ARE: 14-24 INCLUSIVE  
ALSO: TENNIS COURTS



EXHIBIT " " SHEET \_\_\_ OF \_\_\_ SHEETS

PREPARED BY: CRAIG A. SMITH & ASSOCIATES, CONSULTING ENGINEERS & SURVEYORS, CORAL SPRINGS, FLORIDA. DATE: OCTOBER, 1981

Exhibit "1" Pg 2 of 10

CERTIFICATE of AMENDMENT to the DECLARATION  
of CONDOMINIUM of  
WINDING LAKE AT WELLEBY CONDOMINIUM ASSOCIATION, INC.

*(Text that is underlined is additional text; text that is  
stricken through is deleted)*

NOTICE IS HEREBY GIVEN that at the Special Members' Meeting, held on August 1, 1999, by the votes required to amend the Declaration of Condominium and the Bylaws of the Winding Lake at Welleby Condominium Association, Inc., (often known as "Winding Lake One"), the Declaration of Condominium and the Bylaws of the Association (the Declaration for which is recorded in the Public Records of Broward County, Florida in O.R. Book 10154 at Page 677), were hereby amended as follows:

The following provisions were added to article XII ("Sale, Lease and Mortgage of Parcels"):

"2. Leases. (a) Should a Unit Owner wish to lease his Condominium Parcel or any interest therein, or should an approved Lessee wish to sublease the Condominium Parcel he is leasing, he shall furnish the Association with a copy of the proposed lease and the name of the proposed lessee. The Association shall have fifteen business days from the receipt of notice within which to approve or disapprove of the proposed lease and/or written notice of its decision within said period. Failure to notify the Unit Owner shall be deemed an approval."

(e) Any prospective lessee must place a security deposit, in an amount not to exceed the equivalent of one month's rent, into an escrow account maintained by the Association. The security deposit shall protect against damages to the common elements or association property. Payment of interest, claims against the deposit, refunds, and disputes under this provision shall be handled in the same fashion as provided in part II of Chapter 83, F.S.

(Florida's Landlord-Tenant Act)."

(f) The Association may charge a fee in connection with the sale, mortgage, lease, sublease, or other transfer of a unit, in an amount to be determined by the board from time to time. The amount may be preset, but however determined, it cannot exceed the highest amount allowed by law. A husband/wife, and a parent/dependent child are considered to be one applicant, for which only one fee is charged. If a lease or sublease is a renewal of a lease or sublease with the same lessee or sublessee, no charge shall be made."

Article IX of the Bylaws was amended as follows:

"The primary object of the Association is to operate and maintain its property on a mutual and cooperative basis for the needs of its members, coupled with the right of occupancy. The right of occupancy, nevertheless, is a matter of discretionary decision by the Board and every lease or sublease of a Condominium unit is subject to the approval of the Board of Administration, as set forth in the Declaration of Condominium.

"The Association may charge a fee for the actual expenses incurred in approving the sale or lease of a Condominium Unit, which in no event shall exceed ~~\$50.00~~ the highest amount allowed by law. Notwithstanding any provisions to the contrary, no Unit owner may lease his Unit and no lessee may sublease a Unit more than one time in any calendar year."

IN WITNESS WHEREOF, WINDING LAKE AT WELLEBY CONDOMINIUM ASSOCIATION, INC. has caused this Certificate of Amendment to be executed in accordance

CYRIL J. LEVIN, P.A.  
10226 NW 47TH STREET  
SUNRISE, FL 33351

*Return to*

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with the authority hereinabove expressed this 1 day of December, 1999.

(CORPORATE SEAL)  
CONDOMINIUM ASSOCIATION, INC.

WINDING LAKE AT WELLEBY

ATTEST:

Howard Barakat By Libby Coleman  
Witness Libby Coleman, President

STATE OF FLORIDA  
COUNTY OF BROWARD

On this 1 day of December, 1999, personally appeared Libby Coleman, President, and acknowledged before me that she executed this instrument for the purposes herein expressed.

Karen J. Brown

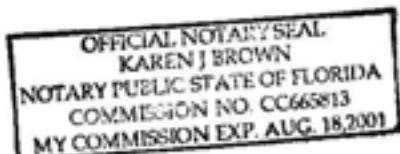
Notary Public, State of Florida

KAREN J. BROWN

Notary Public [name printed]

my commission expires:

8/18/2001



CHERYL J. LEVIN, P.A.  
10226 NW 47TH STREET  
SUNRISE, FL 33351

Review + Return To





INSTR # 101184823  
OR BK 31864 PG 1167  
RECORDED 07/18/2001 11:46 AM  
COMMISSION  
BROWARD COUNTY  
DEPUTY CLERK 1004

CERTIFICATE of AMENDMENT to the DECLARATION  
of CONDOMINIUM of  
WINDING LAKE AT WELLEBY CONDOMINIUM ASSOCIATION, INC  
**THIS IS NOT AN**  
*(Text that is underlined is additional text; text that is  
stricken through is deleted)*

**NOTICE IS HEREBY GIVEN** that at the Members' Special Meeting, held on June 12, 2001, by the votes required to amend the Declaration of Condominium and the Bylaws of the Winding Lake at Welleby Condominium Association, Inc., (often known as "Winding Lake One"), the Declaration of Condominium and the Bylaws of the Association (the Declaration for which is recorded in the Public Records of Broward County, Florida in O.R. Book 10154 at Page 677), were hereby amended as follows:

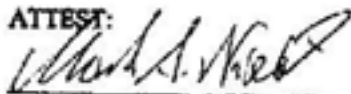
The following provision was added to article XII ("Sale, Lease and Mortgage of Parcels"):

"2. Leases. (g) Notwithstanding any of the foregoing provisions, no unit owner may lease his unit until he has owned the unit for at least twelve months."

IN WITNESS WHEREOF, WINDING LAKE AT WELLEBY CONDOMINIUM ASSOCIATION, INC. has caused this Certificate of Amendment to be executed in accordance with the authority herein above expressed this 6 day of July, 2001.

(CORPORATE SEAL)

WINDING LAKE AT WELLEBY  
CONDOMINIUM ASSOCIATION, INC.

ATTEST:  
  
Secretary 4.92F S. PIED

By   
Libby Coleman, as President

OR BK 31864 PG 1168

STATE OF FLORIDA )  
COUNTY OF BROWARD )

**THIS IS NOT AN OFFICIAL COPY**

On this 6 day of July, 2001, personally appeared Libby Coleman, President, and acknowledged before me that she executed this instrument for the purposes herein expressed.

*Lillian M. Holland*  
Notary Public, State of Florida

Lillian M. Holland  
Notary Public [name printed]

my commission expires:

