

80-326104

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

Statement prepared by
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DECLARATION OF CONDOMINIUM

FOR

WINDING LAKE TWO AT WELLEBY #ONE

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

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 TWO AT WELLEBY Condominiums Association, Inc., a Florida non-profit corporation, the corporate entity responsible for the operation of the Condominium, which Association shall operate all Condominiums in the WINDING LAKE PROJECT. 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 Properties" means those properties which are not part of the Condominium which are governed by the Condominium Association.

8. "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.

9. "Condominium" means WINDING LAKE TWO AT WELLEBY #ONE, a Condominium.

10. "Condominium Act" means Chapter 718, Florida Statutes (1981), as amended as of the date this Declaration is recorded in the Public Records of Broward County, Florida.

11. "Condominium Documents" means this Declaration and all Exhibits annexed hereto as the same may be amended from time to time.

12. "Condominium Ownership" means that form of ownership created pursuant to the Condominium Act.

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13. "Condominium Parcel" or "Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit.

14. "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 personal property required for the intenance and operation of the Condominium even though owned by the Association.

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

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

17. "Developer Mortgages" shall mean and refer to any and all mortgages held 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 an and refer to Developer Mortgages.

18. "Easement and Joint Use Agreement" shall mean and refer to that certain Agreement recorded in the Public Records of Broward county, Florida in Official Records Book 10154 Page 669 which Agreement affects the common roadways and recreational facilities located in the Winding Lake Project.

19. "Existing Condominium" shall mean and refer to Winding Lake at Welleby, a Condominium according to the Declaration thereof recorded therein Official Records Book 10154 at Page 677 of the Public Records of Broward County, Florida, which Condominium is a part of the Winding Lake Project. The Winding Lake at Welleby Condominium Association is the entity responsible for the administration of the Easement and Joint Use Agreement.

20. "Homeowners' Association" means the WINDING LAKE TWO Homeowners' Association, Inc., a Florida Corporation.

21. "Homeowners' Covenants" means the Declaration of Covenants, Restrictions and Easements for WINDING LAKE TWO Homeowners' recorded (or to be recorded) in the Public Records of Broward County, and shall when the context permits or requires, also mean the Articles of Incorporation and By-Laws of the Homeowners' Association, all as now or hereafter amended, modified or supplemented.

22. "Institutional Mortgagee" means a bank, savings and loan association, the Federal National Mortgage Association, an insurance compa 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, the Federal National Mortgage Association, the Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration/Veterans Administration 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.

23. "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 storage areas, and any balcony or patio which abuts a Unit. The term Common Element shall be deemed to include the Limited Common Elements unless the context requires otherwise.

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24. "Management Company" means the person, firm or corporation employed by the Association hereunder as its agent to assist in fulfilling or carrying out certain duties, powers or functions of the Association.

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

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

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

28. "Winding Lake Project" means and refers to that certain real property from time to time owned by the Developer upon which it intends to construct Residential Dwelling Units.

30. 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 which this Condominium is to be identified is:

WINDING LAKE TWO AT WELLEBY #ONE, a Condominium

III

IMPROVEMENTS

The improvements on the Condominium Property consist of 2 two story buildings each containing a 12 apartment type condominiums for a total of 24 units. The improvements are graphically depicted on the Plot Plan and Survey attached hereto as Exhibit "B" and designated therein as buildings 28 and 29. Balconies and/or patios, if any, are designated thereon and constitute limited elements.

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 plan 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.

VI

PARKING

Parking spaces are shown on the Plot Plan and Survey attached hereto as Exhibit "B", which reflects property owned by the Developer, which property is not part of the Condominium Property and will in the future be conveyed to the WINDING LAKE TWO Homeowners' Association. The Developer shall assign at least one parking space to each Unit. All unassigned parking spaces shall be for the exclusive use of the guests, employees and invitees of the Unit Owners. The parking spaces are not part of the property submitted to Condominium Ownership by this Declaration of Condominium but are a portion of the Common Properties administered by the Homeowners' Association as provided for in Article XX.

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

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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, balconies, 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 Board of Administration.

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; balconies shall not be enclosed; 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 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 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 pet are permitted: dogs and cats, which do not exceed fifteen (15) pounds, 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.

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(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 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 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. The Association shall make and adopt such other rules and regulations as it shall deem necessary or convenient for the comfort and 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 broken windows and broken sliding glass doors in their respective Units, their 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 and 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 and/or to impose and collect fines for such violations.

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

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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.

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. Interests. 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 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.

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 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

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reasonable times to do such work as is deemed necessary by the Association and to enforce compliance with the provisions of this Declaration, of all Exhibits attached hereto and of any Rules and Regulations promulgated the Association.

6. The Association shall make available to Unit Owners and to holders, insurers, or guarantors of any first mortgage encumbering a Unit, current copies of the Declaration, By-Laws, Rules and Regulations affecting the Condominium 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.

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 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 with its principal place of business in the State of 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 receive the proceeds payable under the hazard insurance policies; and

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

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

(d) 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.

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 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.

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(b) Casualty: The Board of Administration shall obtain insurance covering all buildings 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) Workman's Compensation: Workmen's Compensation Insurance shall be acquired in an amount required by law.

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.

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. The termination provided for herein shall override the termination provision of Article XVIII hereof. Proviso: 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.

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 improved 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.

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(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 Unit Owners against all Unit Owners for their pro rata share of the deficiency as determined in accordance with Exhibit "C". 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 a 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

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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, Units 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 purchaser 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; (ii) Disapproval shall be accomplished 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 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

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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 accomodated.

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

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 paragaraphs 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 including, but not limited to, maintaining an office and

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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. Cable Television. The Developer reserves for itself, its successors and assigns the right, but not the obligation, to install such lines, cables or other equipment on the Condominium Property which may be necessary for the creation of a community antenna television system thereon. In the event the Developer exercises this option, each Unit Owner will be responsible for paying all monthly charges for the furnishings of the community antenna television system to his Unit.

6. 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 become 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. Notice. An Institutional First Mortgagee, upon request, is entitled to written notification from the Association of (a) any default in the performance by a Unit Owner whose Unit is encumbered by the mortgage, of any obligation under this Declaration which is not cured within sixty (60) days, (b) any condemnation loss or casualty loss which affects a material portion of the Condominium Property or of the encumbered Unit; (c) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and (d) any proposed action which would require the consent of a specified percentage of mortgage holders.

6. 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.

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

XV

EASEMENTS

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 nonexclusive 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.

The Developer reserves unto itself, its successors and assigns the exclusive right to provide Cable Television Services and facilities to the Condominium.

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, drainage and cable television 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) Declaration of Covenants, Restrictions and Easements for WINDING LAKE TWO Homeowners.

(h) The Declaration of Protective Covenants and Restrictions for Welleby.

(i) That certain Easement and Joint Use Agreement recorded in Official Records Book 10154 at Page 669 of the Public Records of Broward County, Florida.

(j) 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 there 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 two-thirds 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.

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. No amendment that would be detrimental to the sale of Units by the Developer shall be valid, so long as the Developer is the owner of any Units within the Condominium, without the Developer's written approval. No amendment which in any manner changes the rights and privileges of the Developer shall be valid without the Developer's written approval.

4. 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

PROPERTIES NOT SUBJECT TO THIS DECLARATION

1. Winding Lake Two Homeowners' Association. This Condominium is part of a project known as Winding Lake (the "Project"). The Common Properties (as that term is defined in the Homeowners' Covenants) of the Project consist of all real properties in the Project and improvements thereon other than those which have been submitted to Condominium ownership under this or any other Declaration of Condominium and those properties referred to in the Easement and Joint Use Agreement referred to in Section 2 below. The Homeowners Association maintains, repairs and in all respects controls the Common Properties subject to the Homeowners' Covenants. The

Homeowners' Covenants also contain certain rules, regulations and restrictions relating to the use of the Common Properties. Each Unit Owner will be a member of the Homeowners' Association and subject to all of the terms and conditions of the Homeowners' Covenants, as they may be amended from time to time. Among the powers of the Homeowners' Association is the power to assess Unit Owners (of this Condominium and other Condominiums which may become members of the Homeowner's Association) for a pro-rata share of the expenses of the operation, maintenance and management relating to such Common Properties. All such Assessments shall, be Common Expenses. The Homeowners' Association shall have all of the lien rights provided for herein and provided for in the Homeowners' Covenants against the members' Units in the event such assessments are not paid when due as if they were part of the Common Expenses provided for herein. The Unit Owners shall also be entitled to use all of the Common Properties on a non-exclusive basis in accordance with the terms of the Homeowners' Covenants although certain of such Common Properties (such as parking areas) may be designated for the exclusive use of one or more of the Unit Owners as provided in the Homeowner's Covenants. If for any reason the Homeowner's Covenants are terminated, all rights to use the Common Properties shall immediately cease and terminate and the Developer shall have the right to erect appropriate barricades to prevent such use. No prescriptive rights shall accrue regardless of the length or nature of use as long as the Homeowner's Covenants are in effect.

2. The Easement and Joint Use Agreement. The common roadways and recreational facilities, (the "Properties") as defined therein, in the Project have been subjected to the provisions of an Easement and Joint Use Agreement, (the "Easement"), which provides among certain of its provisions that the Winding Lake at Welleby Condominium Association shall periodically prepare a budget and establish rules and regulations governing the Properties subject to the Easement and Joint Use Agreement. Among the powers of that Association is the power to assess Owners (of this Condominium and other Condominiums or other type Dwelling Units which may be constructed as part of the Winding Lake Project) for a prorata share of the expenses of the operation, maintenance, insurance and management relating to such Properties. All such Assessments shall be a Common Expense. The Easement provides for lien rights as provided for herein against any owner's unit in the event such assessments are not paid when due as if they were part of the Common Expenses provided for herein. The Unit Owners shall be entitled to use all of the Properties on a non-exclusive basis in accordance with the terms of the Agreement.

3. The Lake. The Common Properties also include a lake which is subject to the Homeowner's Covenants. The Homeowner's Covenants contain certain rules, regulations and restrictions relating to the use of the Lake. All expenses necessary to maintain the Lake shall constitute a portion of the Common Expenses pursuant to the Homeowner's Covenants and shall be born on a pro-rata basis by the Unit Owners. Use of the Lake for swimming or boating or any other purpose is expressly prohibited.

4. Mandatory Membership. Membership in the Homeowners' Association shall be mandatory for all Unit Owners.

5. Non-Exclusive. The properties, easements and privileges which are the subject matter of the Homeowner's Covenants shall be used by Unit Owners of this Condominium on a non-exclusive basis with any other users of the property described therein and located within the Project.

6. Lien Rights. The liens for Assessments established in the Homeowner's Covenants shall be of equal dignity with each other and of equal dignity with the lien rights created herein.

7. Meter Rooms and Light Fixtures. Rooms and The Common Properties included in the Homeowners Covenants may contain equipment requiring electricity which is supplied by utility lines (through utility easements created herein in favor of the Homeowners' Association) running from the meter room or rooms located on the Condominium Property. The Homeowners' Covenants provides that the

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expense of maintaining light fixtures, including bulbs, located outside of units, as well as the cost of all electricity used on the Common Elements of the Condominium, shall be Common Expenses of the Homeowners' Association.

ARTICLE XXI

FINES

Section 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 Directors.

Section 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 Directors shall have the right to suspend voting rights and use of the Common Elements in addition thereto.

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

(a) Notice. The Board of Directors 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 Directors, 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 Directors after which the Board shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the Unit Owner not later than ten (10) days after the hearing.

(c) Penalties. The Board of Directors 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 (5) days 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 VII.

(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.

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XXII

MANAGEMENT AGREEMENT

The Association has entered into an agreement with AREEA Management Corp. (The "Management Company") whereby the latter will provide management and maintenance services for the Condominium and Condominium Property. By acceptance of a deed, each Unit Owner shall be deemed as having (i) adopted, ratified, and consented to such agreement; (ii) agreed that the provisions thereof are fair and reasonable; (iii) agreed that the nominees of the Developer, acting as Officers and Directors of the Association have not breached any fiduciary duty reason of having entered into said agreement.

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 amendments hereof.

3. If any provision 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.

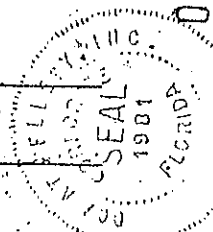
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed this 3 day of Oct., 1983.

Signed, sealed and delivered in the presence of:

DCA at Welleby, Inc., a Florida corporation

Linda Horvick
Janice Bell

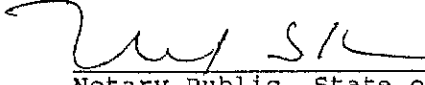
By: ERIC LEVIN, President



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STATE OF FLORIDA)
COUNTY OF BROWARD)SS:

The foregoing Declaration of Condominium was acknowledged before
me this 3 day of Oct., 1983, by Eric Levin, as President _____
_____ 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 23 1985
BONDED THRU GENERAL INS, UNDERWRITERS



OFF 11188Pg 91

LAND DESCRIPTION

WINDING LAKE TWO AT WELLEBY # ONE

A portion of Parcel 13b 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 most easterly corner of said Parcel 13B; thence South 88° 55' 02" West along the North boundary of said Parcel 13B, a distance of 761.41 feet; thence South 01° 04' 58" East, 21.00 feet to the POINT OF BEGINNING; thence continue South 01° 04' 58" East, 42.33 feet; thence South 88° 55' 02" West, 8.73 feet; thence South 01° 04' 58" East, 16.00 feet; thence South 88° 55' 02" West, 12.33 feet; thence North 01° 04' 58" West, 12.50 feet; thence South 88° 55' 02" West, 55.19 feet; thence South 01° 04' 58" East, 5.83 feet; thence South 88° 55' 02" West, 12.33 feet; thence North 01° 04' 58" West, 10.83 feet; thence South 88° 55' 02" West, 46.02 feet; thence South 01° 04' 58" East, 12.50 feet; thence South 88° 55' 02" West, 12.33 feet; thence North 01° 04' 58" West, 16.00 feet; thence South 88° 55' 02" West, 8.73 feet; thence North 01° 04' 58" West, 42.33 feet; thence North 88° 55' 02" East, 12.17 feet; thence North 01° 04' 58" West, 2.00 feet; thence North 88° 55' 02" East, 31.33 feet; thence South 01° 04' 58" East, 2.00 feet; thence North 88° 55' 02" East, 18.67 feet; thence North 01° 04' 58" West, 2.00 feet; thence North 88° 55' 02" East, 18.59 feet; thence South 01° 04' 58" East, 5.00 feet; thence North 88° 55' 02" East, 12.75 feet; thence South 01° 04' 58" East, 2.00 feet; thence North 88° 55' 02" East, 18.67 feet; thence North 01° 04' 58" West, 2.00 feet; thence North 88° 55' 02" East, 31.33 feet; thence South 01° 04' 58" East, 2.00 feet; thence North 88° 55' 02" East, 12.15 feet to the POINT OF BEGINNING.

TOGETHER WITH:

A portion of said Parcel 13B, more particularly described as follows:

COMMENCE at the most easterly corner of said Parcel 13b; thence South 88° 55' 02" West, 870.65 feet; thence northwesterly along the arc of a tangent curve, being concave to the Northeast, having a radius of 100.00 feet, a delta of 24° 15' 51", an arc distance of 42.35 feet (the

WINDING LAKE TWO AT WELLEBY
ONE

last two (2) courses described being coincident with the northerly boundary of said Parcel 13b); thence South 37° 46' 38" West, 28.23 feet to the POINT OF BEGINNING; thence continue South 37° 46' 38" West, 42.33 feet; thence North 52° 13' 22" West, 8.73 feet; thence South 37° 46' 38" West, 16.00 feet; thence North 52° 13' 22" West, 12.33 feet; thence North 37° 46' 38" East, 12.50 feet; thence North 52° 13' 22" West, 55.19 feet; thence South 37° 46' 38" West, 5.83 feet; thence North 52° 13' 22" West, 12.33 feet; thence North 37° 46' 38" East, 10.83 feet; thence North 52° 13' 22" West, 46.02 feet; thence South 37° 46' 38" West, 12.50 feet; thence North 52° 13' 22" West, 12.33 feet; thence North 37° 46' 38" East, 16.00 feet; thence North 52° 13' 22" West, 8.73 feet; thence North 37° 46' 38" East, 42.33 feet; thence South 52° 13' 22" East, 12.17 feet; thence North 37° 46' 38" East, 2.00 feet; thence South 52° 13' 22" West, 31.33 feet; thence South 37° 46' 38" West, 2.00 feet; thence South 52° 13' 22" East, 18.67 feet; thence North 37° 46' 38" East, 2.00 feet; thence South 52° 13' 22" East, 18.59 feet; thence South 37° 46' 38" West, 5.00 feet; thence South 52° 13' 22" East, 12.75 feet; thence South 37° 46' 38" West, 2.00 feet; thence South 52° 13' 22" East, 18.67 feet; thence North 37° 46' 38" East, 2.00 feet; thence South 52° 13' 22" East, 31.33 feet; thence South 37° 46' 38" West, 2.00 feet; thence South 52° 13' 22" East, 12.15 feet to the POINT OF BEGINNING.

Said lands lying in the City of Sunrise, Broward County, Florida, containing 0.354 acres more or less.

EXHIBIT "A"
page 2 of 2 pages

Prepared by:
Craig A. Smith & Associates
Engineers & Surveyors
3300 University Drive
Coral Springs, Florida 33065
Project No. 81-009
April 25, 1983

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SURVEYOR'S CERTIFICATE

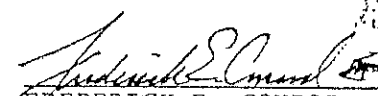
I, FREDERICK E. CONROD, III, hereby certify that:

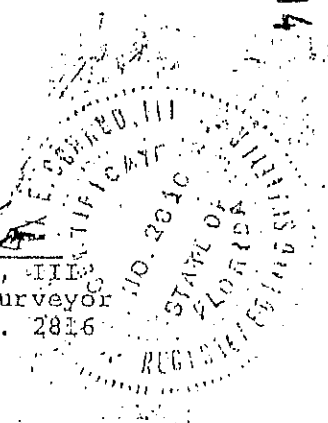
I am a duly registered land surveyor authorized to practice in this state, under the laws of the State of Florida, being Professional Land Surveyor No. 2816.

The construction of improvements which comprise WINDING LAKE TWO AT WELLEBY # ONE, A CONDOMINIUM, BUILDING 28 is substantially complete, so that the materials which comprise this Exhibit "B" to the Declaration of Condominium of WINDING LAKE TWO AT WELLEBY # ONE, A CONDOMINIUM, TOGETHER WITH the provisions of said Declaraton of Condominium describing the condominium property, is an accurate representation of the location and dimensions of the improvements and so that the identification, location and dimensions of the Common Elements, Limited Common Elements and of each unit can be determined from said materials.

As to the above numbered completed building 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 21st date of September, 1983


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

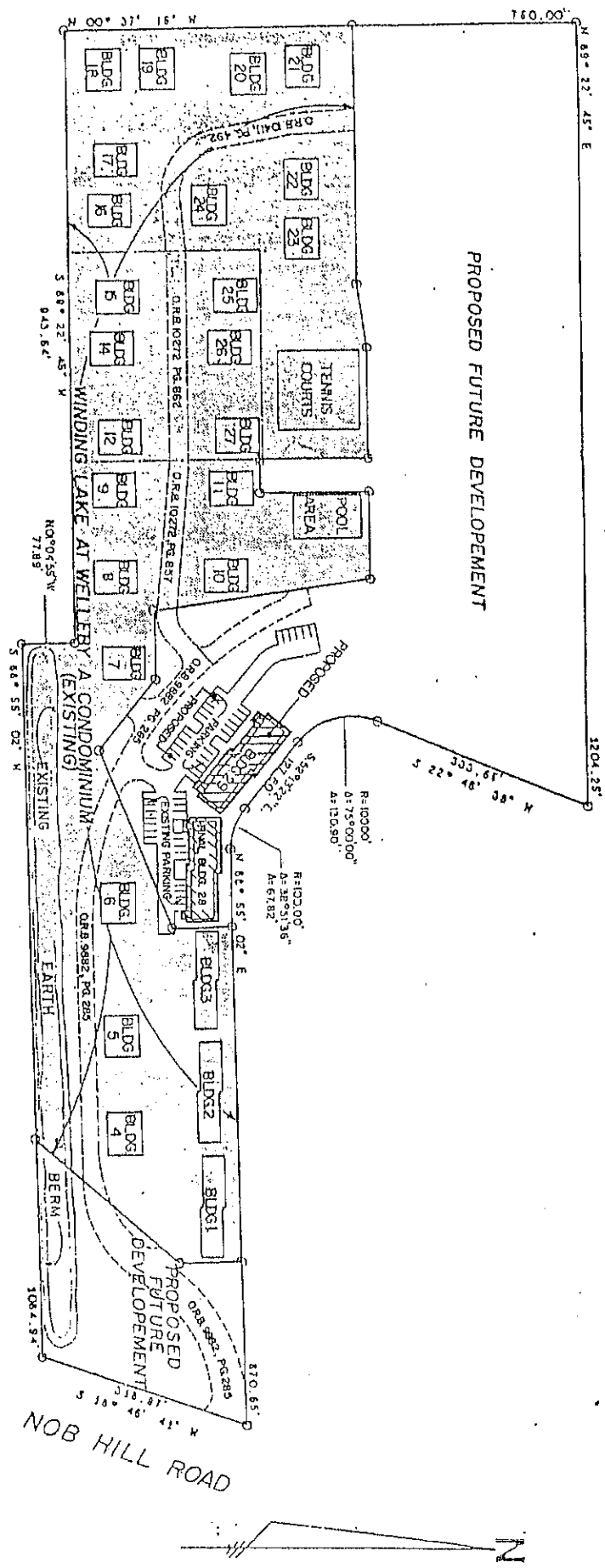


REC 11188 PG

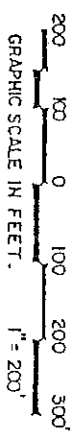
94

WINDING LAKE TWO AT WELLEBY # ONE A CONDOMINIUM PROPERTY PLAN

OFF 11188PG 05
REC 11188PG



Only buildings 28 & 29 constitute
condominium property



PREPARED BY: CRAIG A. SMITH & ASSOCIATES, CONSULTING ENGINEERS & SURVEYORS, CORAL SPRINGS, FLORIDA. DATE: SEPTEMBER, 1983

EXHIBIT "B"
SHEET 2 OF 6 SHEETS

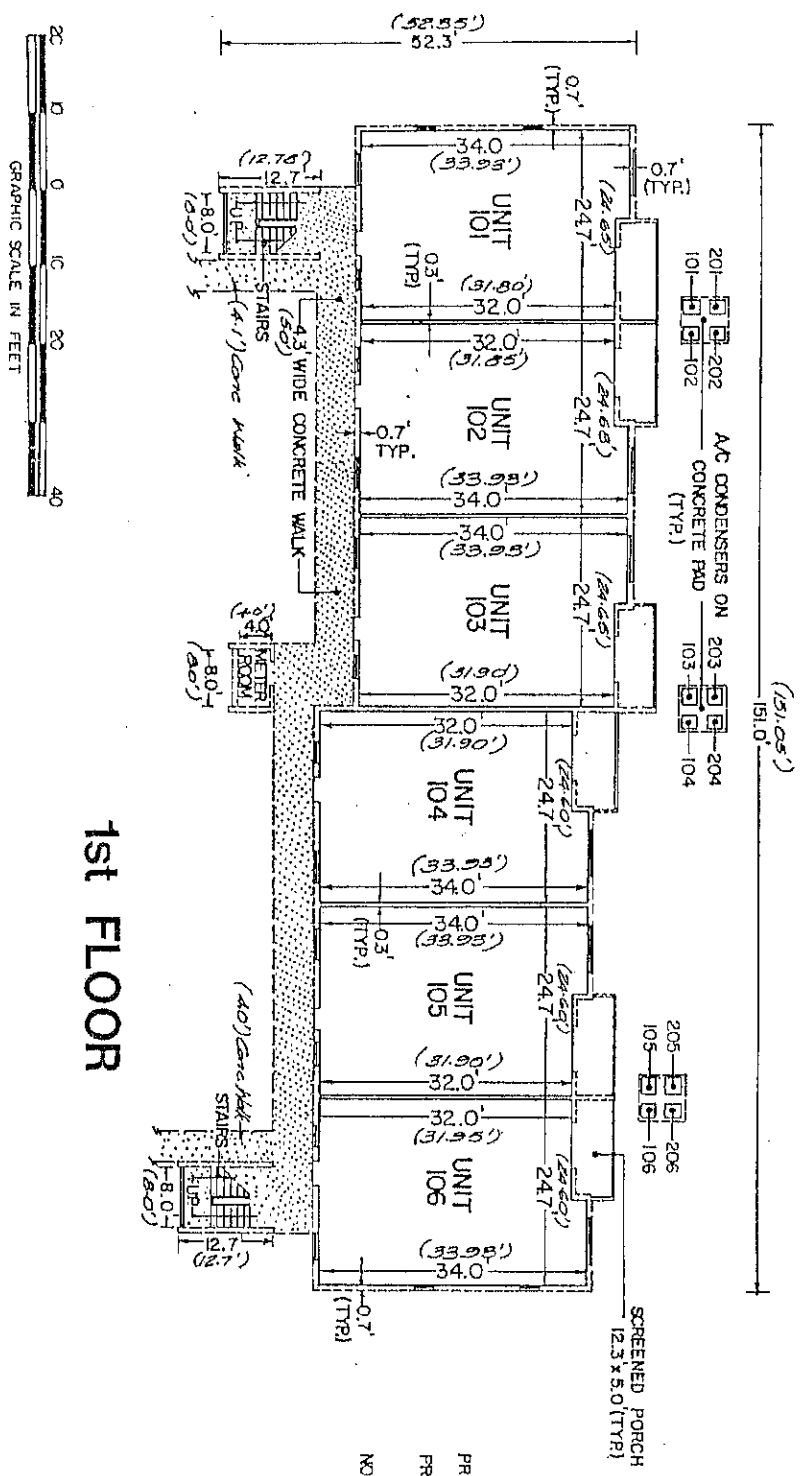
PROJECT NO. BI-009

WINDING LAKE TWO AT WELLEBY # ONE

A CONDOMINIUM

BUILDINGS 28 & 29

OFF 11188Pg 96
REC 11188Pg 96



1st FLOOR

As-Built Dimensions Shown Thru

NOTE:
UNITS WILL BE IDENTIFIED BY UNIT AND BUILDING NUMBERS

PROPOSED UPPER LIMITS OF APARTMENT (15.55')
PROPOSED LOWER LIMITS OF APARTMENT (22.45')

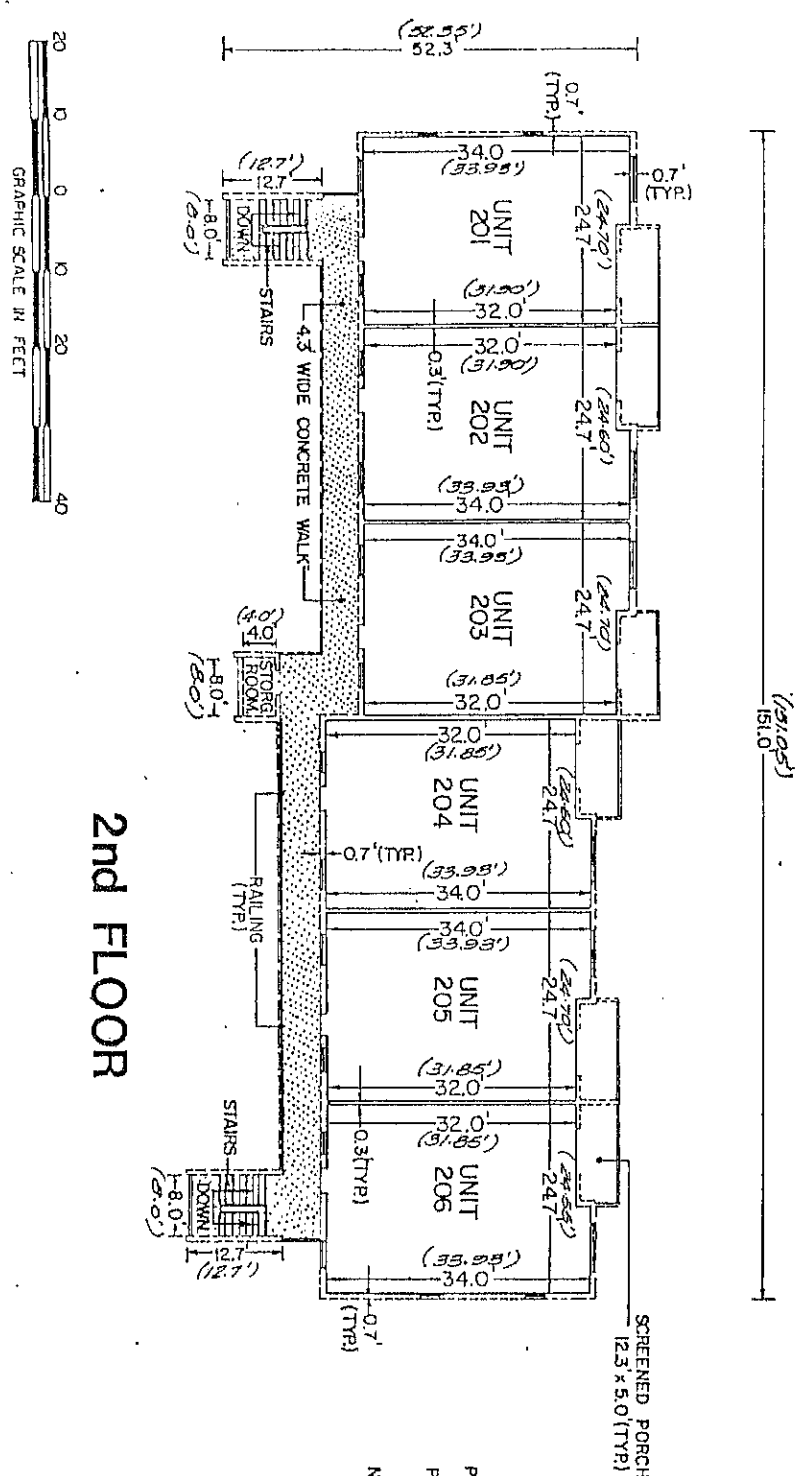
PREPARED BY:
CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
CORAL SPRINGS, FLORIDA
DATE: SEPTEMBER, 1993.
EXHIBIT "B"
SHEET 3 OF 6 SHEETS

WINDING LAKE TWO AT WELLEBY # ONE

A CONDOMINIUM

BUILDINGS 28 & 29

OFF REC 11188Pg 97



2nd FLOOR

As-Built Dimensions Shown Thruout

NOTE:
UNITS WILL BE IDENTIFIED BY UNIT AND BUILDING NUMBERS

PROPOSED UPPER LIMITS OF APARTMENT (26.45')
PROPOSED LOWER LIMITS OF APARTMENT (19.45')

PREPARED BY:
CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
CORAL SPRINGS, FLORIDA
DATE: SEPTEMBER, 1983

SHEET 4 OF 6 SHEETS
EXHIBIT "B"

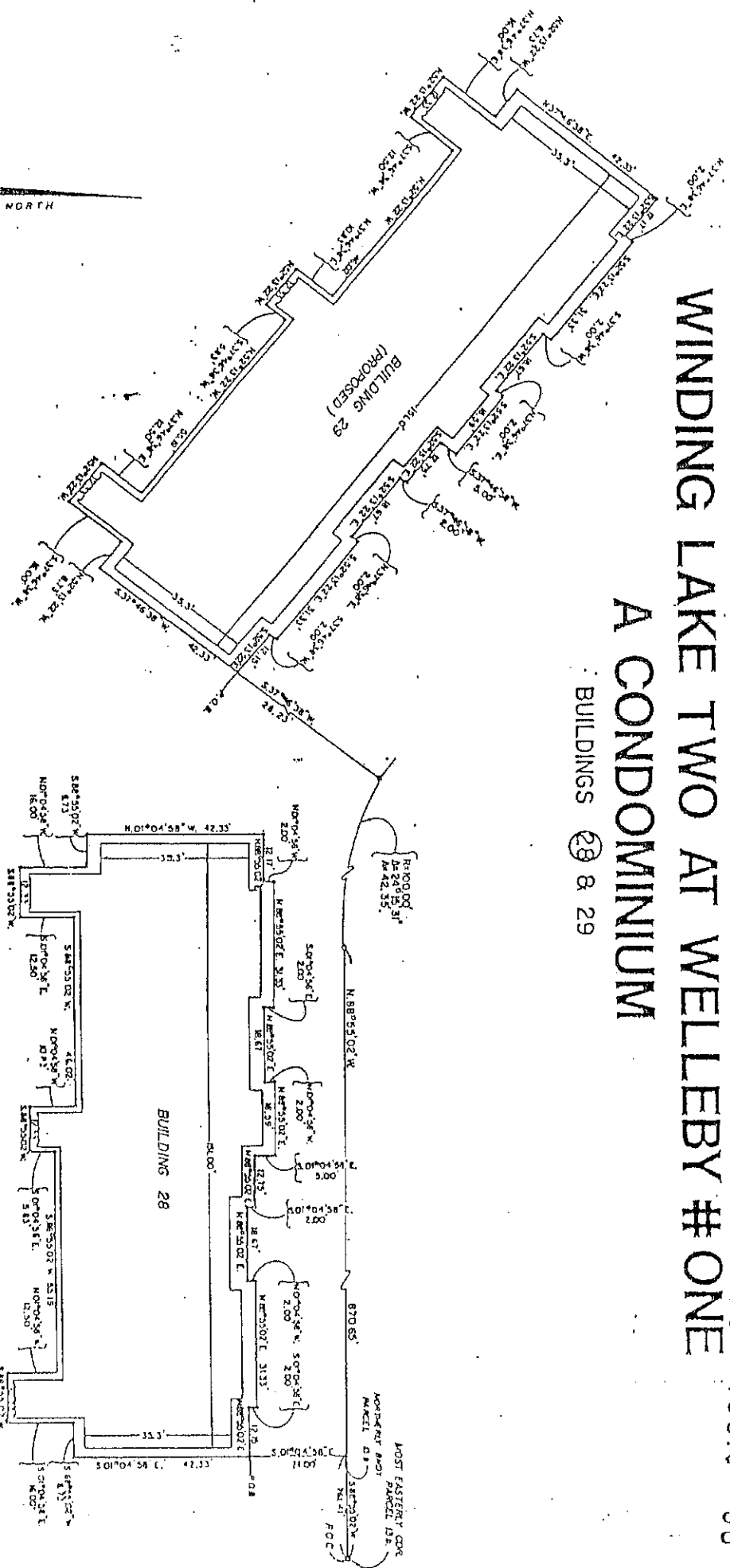
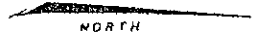
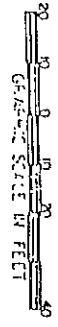
PROJECT No. B1-009

WINDING LAKE TWO AT WELLEBY # ONE

A CONDOMINIUM

BUILDINGS 28 & 29

DEF REC 11188Pg 98



PREPARED BY:
CRAIG A. SMITH & ASSOCIATES
 CONSULTING ENGINEERS & SURVEYORS
 CORAL SPRINGS, FLORIDA
 DATE: SEPTEMBER, 1953.

EXHIBIT "B"
 SHEET 5 OF 6 SHEETS

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. # 28, WINDING LAKES TWO AT WELLEBY # ONE,
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 10.45. High point of road elevation = 9.41. 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 21st day of September, 1983

BY: 
FREDERICK E. CONROD, III
Professional Land Surveyor
Florida Registration No. 2816

Project No. 81-009

Date: 9/21/83

EXHIBIT "B"
page 6 of 6 pages

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EXHIBIT C

WINDING LAKE TWO AT WELLEBY #ONE, A CONDOMINIUM

ALLOCATION OF SHARES OF COMMON ELEMENTS,
COMMON SURPLUS, AND COMMON EXPENSE

Each Unit of WINDING LAKE TWO AT WELLEBY #ONE, A CONDOMINIUM, shall have as an appurtenance thereto, a 1/24th share of Common Surplus and Common Elements and shall be obligated for the same share of Common Expenses.

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ARTICLES OF INCORPORATION

OF

WINDING LAKE TWO CONDOMINIUMS ASSOCIATION INC

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 TWO CONDOMINIUMS ASSOCIATION, INC., and shall be hereinafter referred to as the "Association".

ARTICLE II

GENERAL

1. A number of separate condominiums (hereinafter, the "Condominiums") to be known as WINDING LAKE TWO AT WELLEBY #____, A CONDOMINIUM (with a number, i.e., "One", "Two", etc. to be filled in) might be developed on all or part of the land located in Broward County, Florida. The Association is organized to provide a means of administering those Condominiums.

2. The documents creating the Condominiums 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 Declarations of Condominium when said Declarations of Condominium are 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 Condominiums shall be members of the Association and no other person or entities shall be entitled to membership.

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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 Condominiums shall be entitled to one combined vote. Voting rights will be exercised in the manner provided 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.

2. The names and addresses of the members of the first Board of Administration 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
Sidney Pearson	2514 Hollywood Blvd. Hollywood, Florida 33020
Luis Clark	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 ultimately operated by the 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

(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.

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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 Condominiums.

Directors of the Association 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 Leyin 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 Condominiums for the various Condominiums 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.

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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 Declarations 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 Condominiums 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 Owner 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 mortgages 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

These Articles of Incorporation may be amended as follows:

1. The Board of Directors shall adopt a resolution setting forth the proposed amendment and, directing that it be submitted to a vote at any annual or special meeting of members.

2. Within the time and in the manner provided in the By-laws for the giving of notice of meetings of members, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

3. At such meeting, a vote of the members entitled to vote thereat shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of members entitled to vote thereon unless any class of members is entitled to vote thereon as a class in which event the proposed amendment shall be adopted upon receiving both the affirmative vote of a majority of the votes of members of each class entitled to vote thereon as a class and the affirmative vote of a majority of the votes of all members entitled to vote thereon.

4. In lieu of the above, if all of the Directors and Members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted, or, instead, the members alone may adopt an amendment at any meeting for which notice of the change being made has been given.

5. 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

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(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 Condominiums, unless the Association is terminated sooner by the unanimous action of its members. The Association shall be terminated by the termination of the last Condominium in the WINDING LAKE PROJECT in accordance with the condominium documents.

ARTICLE XI

SUBSCRIBERS

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

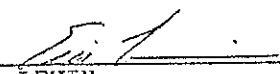
Eric Levin	2514 Hollywood Blvd. Hollywood, Florida 33020
Sidney Pearson	2514 Hollywood Blvd. Hollywood, Florida 33020
Luis Clark	2514 Hollywood Blvd. Hollywood, Florida 33020

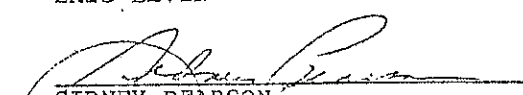
ARTICLE XII

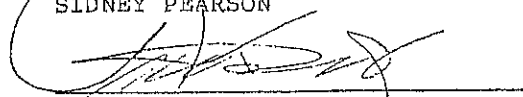
RESIDENT AGENT

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

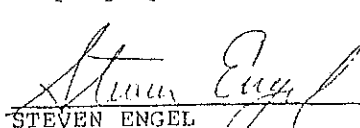
IN WITNESS WHEREOF, these Articles of Incorporation have been executed this 3 day of October, 1988


ERIC LEVIN


SIDNEY PEARSON


LOUIS CLARK

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.

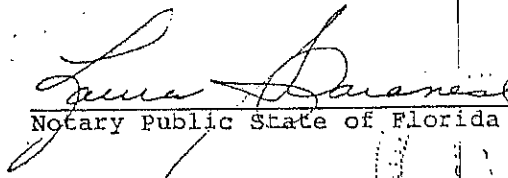

STEVEN ENGEL
Resident Agent

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STATE OF FLORIDA)
COUNTY OF BROWARD)ss:

I HEREBY CERTIFY that on this 3 day of October, 198 , before me the undersigned authority personally appeared Eric Levin, Sidney Pearson and Luis Clark, 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 APR 14 1984
BONDED THRU GENERAL INS, UNDERWRITERS

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BY-LAWS

OF

WINDING LAKE TWO CONDOMINIUMS ASSOCIATION, INC.

ARTICLE I

General

Section 1. The Association. These By-Laws are for WINDING LAKE TWO CONDOMINIUMS ASSOCIATION, INC., a corporation not for profit organized for the purpose of managing, operating and administering the Condominiums established in the WINDING LAKE PROJECT.

Section 2. The Principal Office. The principal office of the Association shall be 2514 Hollywood Blvd., Hollywood, Florida 33020, or at such other place as may be subsequently designated by the Board of Administration.

Section 3. Definitions. The definitions set forth in the Declarations of Condominiums for the various condominiums located in the WINDING LAKE PROJECT (such Condominiums are hereinafter, the "Condominiums") are incorporated herein by reference.

ARTICLE II

Directors

Section 1. Developer Appointed Directors. Unless the Developer elects otherwise, 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, and from that time forward, the owners of Units in each Condominium governed by this Association shall be entitled to elect at least 1 director. 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 the number of directors be less than the greater of three (3) or the number of Condominiums which become part of the WINDING LAKE PROJECT. 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 (who is a resident of the Condominiums in which the ex-Director resides) 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

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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 on his removal.

Section 7. First Board of Administration. The first Board of Administration 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 ByLaws; 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 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 Condominiums to be ultimately 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 and 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).

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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 purchase and maintain insurance 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 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. 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.

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

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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 event that a quorum is not present, the meeting shall be held as soon thereafter as is practicable.

B. Meetings of the Board shall be held quarterly at such time and place as the Board shall fix from time to time.

C. Special meetings of the Board may be called by the president if at least five (5) days notice is given to each Director. Notice may be given personally, by mail, or by telegram. Special meetings shall be called by the president or secretary, in a like manner and on like notice on the written request of three (3) directors.

D. Meetings of the Board shall be open to all Unit Owners. Notice of all meetings shall be posted in a conspicuous place on the Condominium Property at least forty-eight (48) hours in advance of each scheduled meeting. In case of an emergency, or in case of an adjourned meeting which is rescheduled at a time which is less than 48 hours from the time of the originally scheduled meeting a meeting of the Board may be held without notice.

E. At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise specifically provided by statute, by the Declaration of Condominium, by the Articles of Incorporation or by these By-Laws. If a quorum shall not be present at any meeting of directors, the attending directors may adjourn the meeting without notice other than announcement at the meeting until a quorum shall be present.

Section 11. Annual Statement. When called for by a vote of the members at any special meeting, the Board shall present a full and clear statement of the business and condition of the Association. Such presentation shall be at the time and in the manner specified by such vote.

Section 12. Accounting. The Association shall maintain accounting records according to good accounting practices which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times, and written summaries of which shall be supplied at least annually to Unit Owners or their authorized representatives. Such records shall include:

A. A record of all receipts and expenditures.

B. An account for each Unit which shall designate the name and address of the Unit Owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due.

Section 13. Within sixty (60) days following the end of each calendar year, the Board of Administration shall mail or furnish by personal delivery to each Unit Owner a complete financial report of actual receipts and expenditures for the previous 12 months. The report shall show the amounts of receipts by account and expense classifications including, if applicable, but not limited to, the following:

- (a) Costs for security;
- (b) Professional and management fees and expenses;
- (c) Taxes;
- (d) Costs for recreational facilities;

- (e) Expenses for refuse collection and utility services;
- (f) Expenses for lawn care;
- (g) Costs for building maintenance and repair;
- (h) Insurance Costs;
- (i) Administrative and Salary Expenses;
- (j) General reserves, maintenance reserves and depreciation reserves.

ARTICLE III

Officers

Section 1. Elective Offices. The officers of the Association shall be elected by the Directors; at such time as the Developer is no longer entitled to elect any Directors, all Officers shall be Unit Owners. There shall be a president, vice president, a secretary and a treasurer. The Board of Administration may also choose one or more additional vice presidents, assistant treasurers or other officers. No more than one owner of each Condominium Unit may be an officer at any one time.

Section 2. Appointive Offices. The Board may appoint such officers and agents as it shall deem necessary to hold office for such terms and to exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 3. Term. The elected officers of the Association shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the Board shall serve at the pleasure of the Board and may be removed, at any time, by the affirmative vote of a majority of the Board.

Section 4. The President.

A. The President must be a Director of the Association.

B. The President shall be the Chief Executive Officer of the Association; he shall preside at all meetings of the members and directors, shall be an ex officio member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect.

C. The President shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Association, except where the same are required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Administration to another officer or agent of the Association.

Section 5, The Vice President.

In the absence of the President, the Vice President shall perform the duties of the President.

Section 6. The Secretary and Assistant Secretaries.

A. The Secretary shall attend all meetings of the Board and all meetings of the members and shall record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The minute book shall be kept in a businesslike manner and shall be available for inspection by Unit Owners, by their authorized representatives and by the Board members at any reasonable time. The minute book shall be retained by the Association for at least seven years.

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B. The Secretary shall keep in safe custody the seal of the Association, and when authorized by the Board, affix the same to any instrument requiring it, and when so affixed, it shall be attested to by his signature or by the signature of the Treasurer or an Assistant Secretary.

C. The Secretary shall perform such other duties as may be prescribed by the Board of Administration or the President.

D. Assistant Secretaries in order of their seniority and in the absence or disability of the Secretary, shall perform the duties and exercise the powers of the Secretary and shall perform such other duties as the Board shall prescribe.

Section 7. Treasurer and Assistant Treasurers.

A. The Treasurer shall have the custody of the Association funds and securities and shall keep full and accurate accounts of the receipts and disbursements in books belonging to the Association.

B. The Treasurer shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board.

C. The Treasurer shall disburse the funds of the Association as may be ordered by the Board, making proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meeting of the Board or whenever they may require it, an account of all financial transactions and of the financial condition of the Association.

D. Assistant Treasurers, in the order of their seniority and in the absence or disability of the Treasurer shall perform the duties, exercise the powers and assume the obligations of the Treasurer, and shall perform such other duties as the Board shall prescribe.

Section 8. Bonding of Corporate Officers. The Treasurer and all Assistant Treasurers, if any, the President and Secretary, and any officer who controls or disburses funds of the Association, shall be bonded with a fiduciary bonding company licensed and authorized to transact business in the State of Florida. The amount of the bond shall be determined by the Board, but shall not be less than \$10,000.00 per bonded individual. The cost of the premium for this bond shall be paid by the Association.

Section 9. Indemnification of Officers and Directors. 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 of the Association, whether or not he is a director or officer at the time such expenses are incurred. This indemnification does not extend to those instances in which the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, but it does extend to a settlement of any litigation if the Board has approved such settlement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all rights to which such officer or director may be entitled.

ARTICLE IV

Membership and Voting Provisions.

Section 1. Membership. Membership in the Association shall be limited to owners of the Condominium Units in the Condominiums. Transfer of Unit ownership, either voluntarily or by operation of law, shall terminate membership in the Association, and said membership shall become vested in the transferee. If unit ownership is vested in more than one person, then all of the persons so owning

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said Unit shall be members eligible to hold office, attend meetings, etc.; but as hereinafter indicated, the vote of a Unit shall be cast by its voting member.

Section 2. Designation of Voting Member. If a Condominium Unit is owned by one person, his right to vote shall be established by the record title to the Unit. If a Unit is owned by more than one individual they shall all sign a certificate designating the one person to vote on their behalf. If a Condominium Unit is owned by a corporation or other type of entity, the officer, partner, trustee, employee, or other appropriate person for that type of entity who is entitled to cast the vote for the Unit owned by that entity shall be designated in a certificate signed by an officer, partner, trustee or other person appropriate to that type of entity; the Certificate shall be filed with the Secretary of the Condominium Association. The person designated in such certificate who is entitled to cast the vote for a Unit shall be known as the "Voting Member." If such a certificate is not on file with the Secretary of the Association for a Unit owned by more than one person or by an entity, the vote of the Unit concerned shall not be considered in determining the requirement for a quorum or for any purpose requiring the approval of a person entitled to cast the vote for the Unit, except if said Unit is owned by a husband and wife the certificate shall not be necessary. Such certificates shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the ownership of the Unit concerned.

If a Condominium Unit is owned jointly by a husband and wife, the following provisions shall apply:

A. They may, but they shall not be required to, designate a Voting Member.

B. If they do not designate a Voting Member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

C. Where they do not designate a Voting Member, and only one is present at a meeting, the person present may cast the Unit vote individually and without establishing the concurrence of the absent person.

Section 3. Voting.

The owner(s) of each Condominium Unit shall be entitled to one (1) combined vote, except as provided in Article V, Section 7 of these By-Laws. If a Unit Owner owns more than one Unit, he shall be entitled to one vote for each unit owned, but where said units have been combined to a single Unit pursuant to the Declaration of Condominium, then such Unit shall have only one vote. The vote of a Condominium Unit shall not be divisible.

Section 4 Proxies Votes may be cast in person or by proxy. All proxies shall be in writing, shall be signed by the Voting Member, shall be revocable at any time at the pleasure of the Voting Member signing them, shall be filed with the Secretary prior to the meeting in which they are to be used, and shall be valid only for the particular meeting designated therein or any lawful adjournments thereof. Proxies shall not be valid for a period longer than 90 days after the date of the first meeting for which they were given. Proxies shall also designate the person to vote the proxy who need not be a "Voting Member" as such term is hereinabove defined. Where a Unit is owned jointly by a husband and wife, and if they have not designated one of them as a Voting Member, a proxy must be signed by both husband and wife where a third person is designated.

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ARTICLE V

Meetings of Membership

Section 1. Place. All meetings of the members shall be held at the office of the Association or at such other place as shall be stated in the notice thereof.

Section 2. Annual Meeting.

A. The first annual meeting shall occur no later than the date which is 12 months after the first Declaration of Condominium for a Condominium to be governed hereunder is recorded in the Public Records of Broward County, Florida.

B. Regular annual meetings, subsequent to the first annual meeting, shall be held on the anniversary date of the first annual meeting except that if such date is a Saturday, Sunday or legal holiday, then it shall be on the next succeeding day which is not a Saturday, Sunday or a Legal holiday.

C. All annual meetings shall be held at such hour as the Board may determine.

D. At the annual meeting, the members shall elect, by plurality vote, a Board of Administration and shall transact such other business as may properly be brought before the meeting.

E. Unless the Unit Owner waives in writing his right to receive by mail notice of the annual meeting at least fourteen (14) days prior to that meeting, written notice of the annual meeting shall be mailed to each member entitled to vote thereat, at such address as appears on the Association's books, and the post office certificate of mailing shall be obtained as proof of such mailing. Notice of the annual meeting shall be posted at a conspicuous place on the Condominium Property at least fourteen (14) days prior to said meeting.

Section 3. Membership List. At least fourteen (14) days before every election of Directors, a complete list of the members entitled to vote at said election, arranged numerically by Condominium units, shall be prepared by the Secretary. Such list shall be produced and kept for said fourteen (14) days and throughout the election at the principal office of the Association and shall be open to examination by any member throughout such time.

Section 4. Special Meetings of Members.

A. Special meetings of the members may be called by the President and shall be called by the President or Secretary at the request, in writing, of not less than ten percent (10%) of the membership entitled to vote. Such request shall state the purpose or purposes of the proposed meeting. Special meetings may also be called in accordance with any applicable Florida Statute.

B. At least five (5) days before a special meeting, written notice of such meeting of members, stating the time, place and object thereof, shall be served upon or mailed, via regular mail, to each member entitled to vote thereat at such address as appears on the Association's books.

C. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

D. Within sixty (60) days after Unit Owners other than the Developer are entitled to elect a member or members of the Board of Administration, the Association shall call, and shall give not less than thirty (30) days nor more than forty (40) days notice of a special meeting of the unit Owners to elect the members of the Board of Administration. The meeting may be called and notice given by any Unit Owner if the Association fails to do so.

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Section 5. Quorum. Except as otherwise provided by Statute or these By-Laws, Fifty-one (51%) percent of the Voting Members present in person or by proxy, constitute a quorum at all meetings of the members. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting until a quorum shall be present or represented. If when the meeting has been resumed and a quorum is not present or represented by proxy, the members entitled to vote there at may declare that a quorum shall consist of thirty-three and one-third percent (33 1/3%) percent of the Voting Members. The resumed meeting may take place at any time after the originally scheduled meeting, and unless such resumed meeting is scheduled for more than 48 hours from the date of the originally scheduled meeting, the notice provided for in Article II.10D above will not be required. Any business may be transacted at the resumed meeting that could have been transacted at the meeting as originally called. Any resumed meeting may take place at any time after the adjournment of the originally scheduled meeting even if such resumed meeting is scheduled for a time later, in the day of the originally scheduled meeting.

Section 6. Vote Required to Transact Business. When a quorum is present at any meeting, a majority of the Voting Members present thereat in person and by proxy shall decide any question brought before such meeting unless the question is one upon which, by express provision of the Florida Statutes, the Articles of Incorporation, the Declarations of Condominium or of these By-Laws, a different vote is required, in which case, express provision shall govern and control the decision of such question.

Section 7. Right to Vote At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy, provided however, if such Voting Member represents a unit whose owners are at least thirty (30) days delinquent in the payment of any assessments then that Voting Member shall not be entitled to a vote.

Section 8. Waiver and Consent. Whenever the vote of members at a meeting is required or permitted by any provision of the statutes, of the Declaration of Condominium, of the Articles of Incorporation or of these By-Laws, the meeting and vote of members may be dispensed with if all the members who would have been entitled to vote upon the action if such meeting were held consent in writing to such action being taken.

Section 9. Rules of Procedure. Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation, By Laws, statutes or Declaration of Condominium.

ARTICLE VI

Notices

Section 1. Definition. Unless otherwise provided herein, whenever, under the provisions of the Statutes of the State of Florida, the Articles of Incorporation, these By-Laws, or of the Declaration of Condominium, notice is required to be given to any director or member, it shall not be construed to mean personal notice, but such notice may given in writing, by mail, by depositing the same in a post office or letter box, in a post-paid, sealed wrapper, addressed to such director or member at such address as appears on the books of the Association.

Section 2. Waiver of Service of Notice. Unit owners may execute written waivers of notice of specific meetings.

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ARTICLE VII

Finances

Section 1. Fiscal Year. The fiscal year shall begin on the first day of January in each year.

Section 2. Checks. All checks or drafts for money and notes of the Association shall be signed by any two of the following officers: President, Secretary and Treasurer, or such officer or officers or such other person or persons as the Board may from time to time designate.

Section 3. Assessments.

A. At regular meetings or special meetings called for such purpose, the Board shall fix and determine the sum or sums necessary for the continued operation of the Condominium. The Board shall determine the total amount required including funds for the operational items such as taxes on Association property, insurance, repairs, maintenance, security, operating capital, reserves for deferred maintenance, other reserves and other operating expenses, and expenses designated as common expenses from time to time by the Board or under the provisions of the Declarations of Condominium to which these By-Laws are attached. The total annual requirements shall be assessed as a single sum against all condominium units and prorated to each of said condominium units. This ratio of assessment shall be in amounts as set forth in the Declaration of Condominium. Said assessments shall be payable monthly in advance as ordered by the Board of Administration.

Special assessments, if required, shall be levied and paid in the same manner as hereinbefore provided for regular assessments. The owner agrees to pay promptly when due the monthly and all special assessments assessed against his condominium unit. Delinquent assessments will bear interest at the rate of eighteen percent (18%) per annum.

B. A copy of a proposed annual budget, except for the initial budget which is for a period of twelve (12) months, shall be mailed to the unit owners by regular mail not less than thirty (30) days prior to the meeting of the Board at which the budget will be considered, together with a notice of that meeting. Such meeting shall be open to the unit owners. The proposed annual budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications including, if applicable, but not limited to the following: (1) Administration expenses; (2) management fees; (3) maintenance costs; (4) rent for recreational and other commonly used facilities; (5) taxes upon Association property; (6) taxes upon leased areas; (7) insurance costs; (8) security provisions; (9) other expenses; (10) operating capital; (11) reserves; (12) fees payable to the Florida Division of Land Sales and Condominiums; (13) expenses for Unit Owners; and (14) rent under a ground or recreational lease. The reserve accounts referred to in item (11) shall include but shall not be limited to, roof replacement, building painting and pavement resurfacing. The amount to be reserved shall be computed by a formula which is based on estimated useful life and the estimated replacement cost of each item. The reserve requirement shall not apply if a majority of the Voting Members have determined at a duly called Association meeting to provide inadequate or no reserves for any fiscal year.

C. If an adopted budget requires assessment against the Unit Owners in any fiscal or calendar year exceeding 115% of the assessments for the preceding year, the Board, upon the receipt of written application of ten (10%) percent of the Unit Owners, shall call a special meeting of the Unit Owners within thirty (30) days by giving not less than ten (10) days written notice to each Unit Owner. At such special meeting, the Unit Owners may adopt any budget to which at least two-thirds (2/3) of the Voting Members have consented.

D. The Board may propose a budget to the Unit Owners at a meeting of the members or in writing, and if such budget or proposed

budget is approved by all of the Unit Owners present at such meeting at which a quorum is present, or by a majority of their Voting Members in writing, the budget shall be adopted and not be subject to re-examination as provided above.

E. In determining whether assessments exceed 115% of similar assessments in prior years, there shall be excluded any provision for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses by the Condominium Association which are not expected to be incurred on a regular basis or an annual basis, and assessments for betterments to the Condominium Property.

F. As long as the Developer is in control of the Board, the Board shall not impose an assessment for a year greater than 115% of the prior fiscal or calendar year's assessment without approval of a majority of the voting members.

G. All sums collected by the Association from assessments may be commingled as a single fund or divided into more than one fund, as determined by the Board.

H. In no event shall the Developer be required to pay upon respect to Units it owns, part of any Assessments which are levied to pay legal or other fees to persons or entities engaged for the purpose of suing or making, preparing or investigating possible claims against the Developer.

Section 4. Accounts. There shall be established and maintained such bank account or accounts as the Board shall deem advisable, into which shall be deposited all monthly and special assessments. Disbursements from said accounts shall be for the general needs of the Association, including but not limited to wages, repairs, betterments, maintenance and other operating expenses.

Section 5. Condominium Expenses. The Association shall pay those costs and expenses deemed necessary or desirable by the Board for the operation and maintenance of the Condominium Property. These expenses shall not include the maintenance of the interior of a Unit and such other items of maintenance and repair for which a Unit Owner is responsible; however, these operating and maintenance expenses shall include, but shall not be limited to, maintenance of all lawns, shrubbery and landscaping; water and electricity for landscaping and sprinkler systems; electricity for lighting, heating, and cooling the Common Elements; painting the exterior of all buildings; maintenance and repair of roofs of all buildings and of all pavement which is part of the Common Elements; and removal of garbage and trash. In no event will any Unit Owner be personally responsible for any Association expenses, other than his or her share of the assessments.

Section 6. Annual Audit. An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the report shall be furnished by mail or personal delivery to each member not later than April 1st of the year following the year for which the report is made. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amount of expenses by accounts and expense classifications. The cost thereof shall be a Common Expense.

Section 7. Limitation. In no event shall the Developer be liable for the payment of any Assessments applicable to Units it owns which relate in any way to the payment of legal or other fees to persons or entities engaged for the purposes of suing the Developer or making, preparing or investigating possible claims against the Developer.

ARTICLE VIII

Seal

The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization and the words

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"Not For Profit." Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or in any other form used to evidence the intent of the signing officer or officers to have the effect of a corporate seal.

ARTICLE IX

Leasing and Sale

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 sub-lease 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. 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.

ARTICLE X

Legal Rights in the Event of Default or a Violation of Rules

In the event an owner of a Condominium Parcel does not pay any required sums, charges or assessments to the Association within thirty (30) days from the due date, the Association, through its Board may, pursuant to Section 718.116(4) and (5) of the Florida Statutes (1981) foreclose the lien which encumbers the Condominium Parcel and which was created by the nonpayment of the required monies. In said foreclosure action, the Plaintiff shall be entitled to the appointment of a receiver as a matter of strict right and without reference to the adequacy or inadequacy of the owner or a party defendant to such suit.

To further secure payment of the indebtedness, each Condominium Parcel Owner by virtue of his acceptance of the conveyance of the Condominium Parcel to him did sell, assign, transfer and set over unto the Association all of the rents, issues and profits of his Condominium Parcel, with this assignment becoming operative upon any default being made by said Condominium Parcel Owner hereunder and remaining in full force and effect so long as any default continues to exist hereunder. The Association shall have the right to enter upon the premises and collect the same directly from the occupants.

If the Association becomes the owner of a Condominium Parcel pursuant to this Article, it shall offer said parcel for sale, and whenever the sale is consummated it shall deduct from the proceeds received from said sale, all sums of money due it for monthly assessments and charges including interest thereon all costs incurred in the bringing of the lawsuit in question, including reasonable attorneys' fees and any and all expenses incurred in the resale of the Condominium Parcel in question, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repair and refurbishing of the Condominium Unit in question so that it could be sold. All monies remaining after deducting the foregoing items of expense shall be returned directly to the former owner of the Condominium Parcel in question.

In the event of violation by the owner of a Condominium Unit of any of the provisions of the Declaration of Condominium, the Articles of Incorporation, these By-Laws or the Rules and Regulations, as are now or hereafter constituted, the Association may bring a suit for injunction or other action for the abatement of the existing condition or situation. Should the Association be successful in any such action the defendant Condominium Parcel Owner agrees to pay all costs incurred, including a reasonable attorneys' fee.

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ARTICLE XI

Maintenance and Repairs

Section 1. Access. Any officer of the Association, or any agent of the Board of Administration shall have the irrevocable right to have access to each Unit from time to time during reasonable hours that may be necessary for the inspection, maintenance, repair or replacement of any Common Element therein or accessible therefrom, or for making emergency repairs therein to prevent damage to the Common Elements or to another unit or units.

Section 2. Delegation of Duties. The Board of Administration may enter into a contract with any firm, person, or corporation for the maintenance and repair of the Condominium property and may join with other Condominium Associations in contracting with the same firm, person, or corporation for maintenance and repair. The Board of Administration may by contract empower and grant to such firm, person, or corporation, the right of access as set forth in Section 1 of this Article.

Section 3. Unit Owners. Every Unit Owner must perform promptly all maintenance and repair work within his own Unit which, if omitted, would affect part of the Condominium Property belonging to other Unit Owners or which would affect any Common Element; unit Owner is hereby made expressly responsible for the damages and liabilities that his failure to do so may engender.

Section 4. Prohibition. Unit Owners shall not alter, add to, or diminish any portion of the Condominium Property which is to be maintained by the Association nor shall any Unit Owner do any act which will jeopardize the safety or soundness of any building on the Condominium Property or which would impair any easement therein.

Section 5. Material Alterations. Unless the affected Unit Owners and all record holders of liens thereon shall join in the execution of the amendment to the particular Declaration of Condominiums affecting the Common Elements involved, there shall be no material alterations or substantial additions to the Common Elements except as the same are authorized by the Board of Administration and ratified by the affirmative vote of three-fourths (3/4ths) of the Voting Members present at any regular or special meeting of the Unit Owners at which a quorum is present.

ARTICLE XII

Amendment

Section 1. Prior to First Members Meeting. Prior to the first annual meeting of the membership of the Association, the first Board shall have full power to amend, alter or rescind these By-Laws by unanimous vote.

Section 2. Resolution. A resolution adopting a proposed amendment may be proposed by either the Board 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, approval of such proposal must be by not less than a majority of the Directors and by not less than fifty-one (51%) percent of all of the members entitled to vote.

Section 3. Method. No by-law shall be revised or amended by reference to its title or number only. Proposals to amend existing by-laws shall contain the full text of the by-laws to be amended; new words shall be inserted in the text and shall be underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist the understanding of the proposed amendment, it is not necessary to use underlining and hyphens, but instead a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Law _____ for present text."

REC 1 1188 PG 1 19

Section 4. Mortgage Rights. No amendment to these By-Laws shall be passed which would operate to impair or prejudice the rights and/or liabilities of any Institutional Mortgagee without the express written approval of all institutional mortgagees of record at the time such amendment is passed.

Section 5. Agreement. An amendment may be adopted by an agreement executed by all Members of the Association and all Institutional Mortgagees holding mortgages on any part of any Condominium Property in the manner required for the execution of a Deed.

Section 6. Prohibition. 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 mortgages thereon shall join in the execution of the amendment.

Section 7. Recording. No amendment shall be effective until it is set forth in or annexed to a recorded amendment to the Declaration of Condominium.

ARTICLE XIII

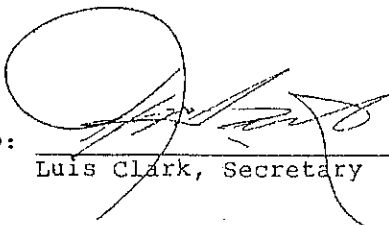
MISCELLANEOUS


Section 1. The definitions of particular words and phrases contained in the Condominium Act (now Chapter 718, Florida Statutes 1981) or in the Declaration of Condominium shall apply to such words and phrases when used in these By-Laws.

Section 2. Should any provisions of these by-Laws be void or unenforceable in law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

Section 3. Any lien or other encumbrance upon or against a Condominium Unit or parcel in favor of the Association is here declared to be, and shall be, subject, subordinate and inferior to the lien of any mortgage encumbering such unit or parcel if such mortgage is made to a bank, savings and loan association or life insurance company, or an institutional lender, as defined in the Declaration of Condominium to which these By-Laws are attached and regardless of whether such mortgage was made or recorded before or after the aforesaid lien or encumbrance of the Association.

The foregoing were adopted as the By-Laws of WINDING LAKE TWO CONDOMINIUMS ASSOCIATION, INC., this 3 day of October, 1983.

APPROVED: 
Luis Clark, Secretary



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

OFF
REC 11188PG 120

83-348459

FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM

THIS AMENDMENT made and entered into this _____ day of
October, 1983, by DCA AT WELLEBY, INC., a Florida corporation,
hereinafter referred to as the "Developer."

W I T N E S S E T H:

WHEREAS, the Developer has created, prepared and recorded
the Declaration of Condominium, (the "Declaration") for WINDING
LAKE TWO AT WELLEBY #ONE, a Condominium, (the "Condominium"),
which Declaration was recorded on October 7, 1983 in Official
Records Book 11188, Page 73 of the Public Records of Broward
County, Florida; and

WHEREAS, Exhibit "B" to the Declaration is a survey, (the
"Survey"), which Survey in accordance with Florida Statute
§178.104 was certified by the surveyor only as to the buildings
which were complete at that time; and

WHEREAS, the Developer has now completed additional
buildings and the surveyor has certified as 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 Survey is hereby amended to supplement same with
Exhibit "A" which is attached hereto.
2. Except as modified herein, the Declaration remains in
full force and effect.

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

Signed, sealed and delivered
in the presence of:

Linda Nirsch

DCA AT WELLEBY, INC., a
Florida corporation

[Signature]

By [Signature]
ERIC LEVIN, President

STATE OF FLORIDA)

COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared,

37
ADK

Oct 27 3 42 PM '83

OFF 11229 PG 5 12

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



ERIC LEVIN, President of DCA AT WELLEBY, INC., a Florida corporation, to me known to be the person described in and who executed the foregoing instrument and he acknowledged to and before me that he executed same as said officer of and on behalf of said corporation.

SWORN TO and subscribed before me this
October, 1983.

Michael J. Herron
Notary Public
State of Florida at Large



My commission expires

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES 10/24/1984
BONDOR 1100 GENERAL INS. UNDERWRITERS

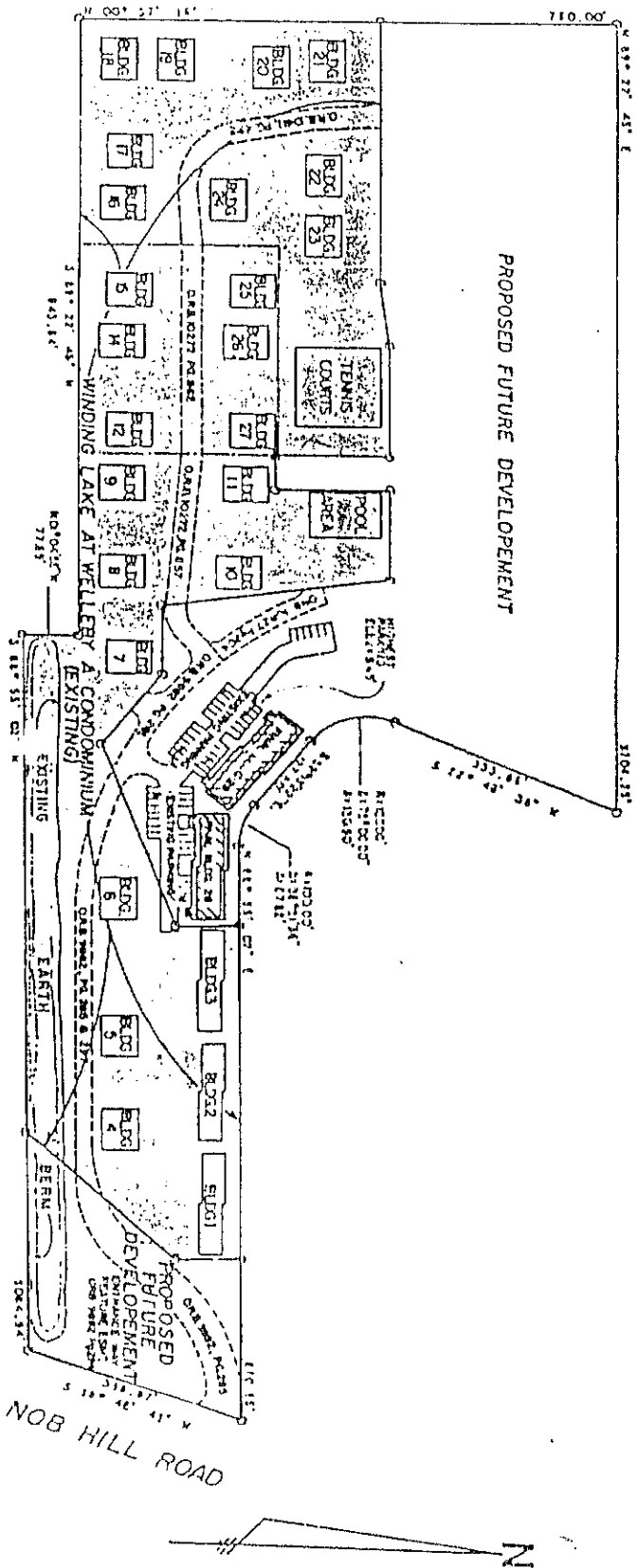
This instrument prepared by:

Michael J. Herron, Esquire
MEYER, WEISS, ROSE, ANKIN
SHAMPANIER, ZIEGLER & BARASH, P.A.
Financial Federal Building
407 Lincoln Road
Miami Beach, Florida 33139

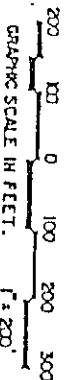
OFF 11229Pg 513

WINDING LAKE TWO AT WELLEBY # ONE A CONDOMINIUM PROPERTY PLAN

OFF 11229Pg 514



FINAL SURVEY BLDG #29 10-11-83



PREPARED BY: CRAIG A. SMITH & ASSOCIATES, CONSULTING ENGINEERS & SURVEYORS, CORAL SPRINGS, FLORIDA, DATE: SEPTEMBER, 1983

SHEET 1 OF 7 SHEETS

PROJECT NO. 81-009

EXHIBIT "B"

SURVEYOR'S CERTIFICATE

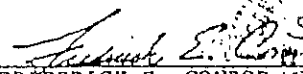
FREDERICK E. CONROD, III, hereby certify that:

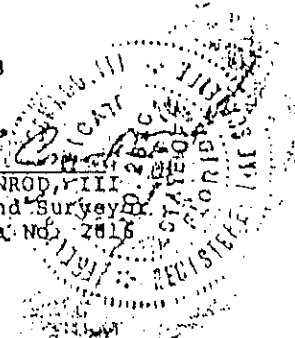
I am a duly registered land surveyor authorized to practice in this state, under the laws of the State of Florida, being Professional Land Surveyor No. 2816.

The construction of improvements which comprise WINDING LAKE TWO AT WELLEBY # ONE, A CONDOMINIUM, BUILDING 29 is substantially complete, so that the materials which comprise this Exhibit "B" to the ^{1st Amendment to the} Declaration of Condominium of WINDING LAKE TWO AT WELLEBY # ONE, 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 the improvements and so that the identification, location and dimensions of the Common Elements, Limited Common Elements and of each unit can be determined from said materials.

As to the above numbered completed building 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 12th date of October, 1983


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



Ex "B"

Sheet 2 of 7 Sheets

OFF 11229pg 515

LAND DESCRIPTION

WINDING LAKE TWO AT WELLEBY # ONE

A portion of Parcel 13b 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 most easterly corner of said Parcel 13b; thence South 88° 55' 02" West along the North boundary of said Parcel 13b, a distance of 761.41 feet; thence South 01° 04' 58" East, 21.00 feet to the POINT OF BEGINNING; thence continue South 01° 04' 59" East, 42.33 feet; thence South 88° 55' 02" West, 8.73 feet; thence South 01° 04' 58" East, 16.00 feet; thence South 88° 55' 02" West, 12.33 feet; thence North 01° 04' 58" West, 12.50 feet; thence South 88° 55' 02" West, 55.19 feet; thence South 01° 04' 58" East, 5.83 feet; thence South 88° 55' 02" West, 12.33 feet; thence North 01° 04' 58" West, 10.83 feet; thence South 88° 55' 02" West, 46.02 feet; thence South 01° 04' 58" East, 12.50 feet; thence South 88° 55' 02" West, 12.33 feet; thence North 01° 04' 58" West, 16.00 feet; thence South 88° 55' 02" West, 8.73 feet; thence North 01° 04' 58" East, 42.33 feet; thence North 88° 55' 02" East, 12.17 feet; thence North 01° 04' 58" West, 2.00 feet; thence North 88° 55' 02" East, 31.33 feet; thence South 01° 04' 58" East, 2.00 feet; thence North 88° 55' 02" East, 18.67 feet; thence North 01° 04' 58" West, 2.00 feet; thence North 88° 55' 02" East, 18.59 feet; thence South 01° 04' 58" East, 5.00 feet; thence North 88° 55' 02" East, 12.75 feet; thence South 01° 04' 58" East, 2.00 feet; thence North 88° 55' 02" East, 18.67 feet; thence North 01° 04' 58" West, 2.00 feet; thence North 88° 55' 02" East, 31.33 feet; thence South 01° 04' 58" East, 2.00 feet; thence North 88° 55' 02" East, 12.15 feet to the POINT OF BEGINNING.

TOGETHER WITH:

A portion of said Parcel 13b, more particularly described as follows:

COMMENCE at the most easterly corner of said Parcel 13b; thence South 88° 55' 02" West, 870.65 feet; thence northwesterly along the arc of a tangent curve, being concave to the Northeast, having a radius of 100.00 feet, a delta of 24° 15' 51", an arc distance of 42.35 feet (the

Exhibit "B"

Sheet 3 of 7 Sheets

OFF REC 11229pg 516

WINDING LAKE TWO AT WELLESY,
ONE

last two (2) courses described being coincident with the northerly boundary of said Parcel 13b); thence South 37° 46' 38" West, 28.23 feet to the POINT OF BEGINNING; thence continue South 37° 46' 38" West, 42.33 feet; thence North 52° 13' 22" West, 8.73 feet; thence South 37° 46' 38" West, 16.00 feet; thence North 52° 13' 22" West, 12.33 feet; thence North 37° 46' 38" East, 12.50 feet; thence North 52° 13' 22" West, 55.19 feet; thence South 37° 46' 38" West, 5.83 feet; thence North 52° 13' 22" West, 12.33 feet; thence North 37° 46' 38" East, 10.83 feet; thence North 52° 13' 22" West, 46.02 feet; thence South 37° 46' 38" West, 12.50 feet; thence North 52° 13' 22" West, 12.33 feet; thence North 37° 46' 38" East, 16.00 feet; thence North 52° 13' 22" West, 8.73 feet; thence North 37° 46' 38" East, 42.33 feet; thence South 52° 13' 22" East, 12.17 feet; thence North 37° 46' 38" East, 2.00 feet; thence South 52° 13' 22" West, 31.33 feet; thence South 37° 46' 38" West, 2.00 feet; thence South 52° 13' 22" East, 18.67 feet; thence North 37° 46' 38" East, 2.00 feet; thence South 52° 13' 22" East, 18.59 feet; thence South 37° 46' 38" West, 5.00 feet; thence South 52° 13' 22" East, 12.75 feet; thence South 37° 46' 38" West, 2.00 feet; thence South 52° 13' 22" East, 18.67 feet; thence North 37° 46' 38" East, 2.00 feet; thence South 52° 13' 22" East, 31.33 feet; thence South 37° 46' 38" West, 2.00 feet; thence South 52° 13' 22" East, 12.15 feet to the POINT OF BEGINNING.

Said lands lying in the City of Sunrise, Broward County, Florida, containing 0.354 acres more or less.

Prepared by:
Craig A. Smith & Associates
Engineers & Surveyors
3300 University Drive
Coral Springs, Florida 33065
Project No. 81-009
April 25, 1983

Exhibit B

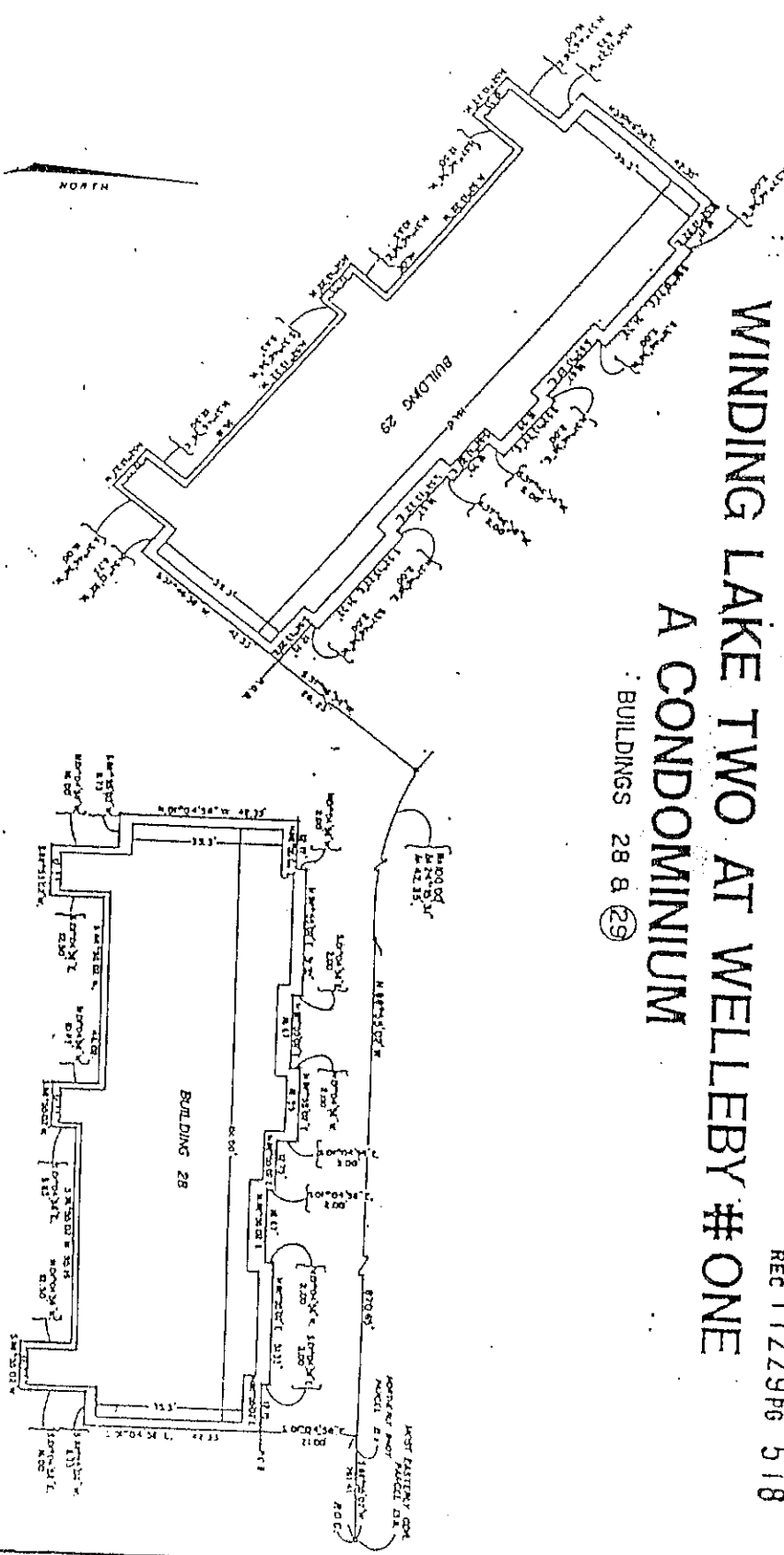
Sheet 4 of 7 Sheets

OFF
REC 11229pg 517

OFF 11229P6 518
REC 11229P6 518

WINDING LAKE TWO AT WELLEBY # ONE A CONDOMINIUM

BUILDINGS 28 & 29



GRAPHIC SCALE IN FEET
FINAL SURVEY BLDG 29 10-11-83

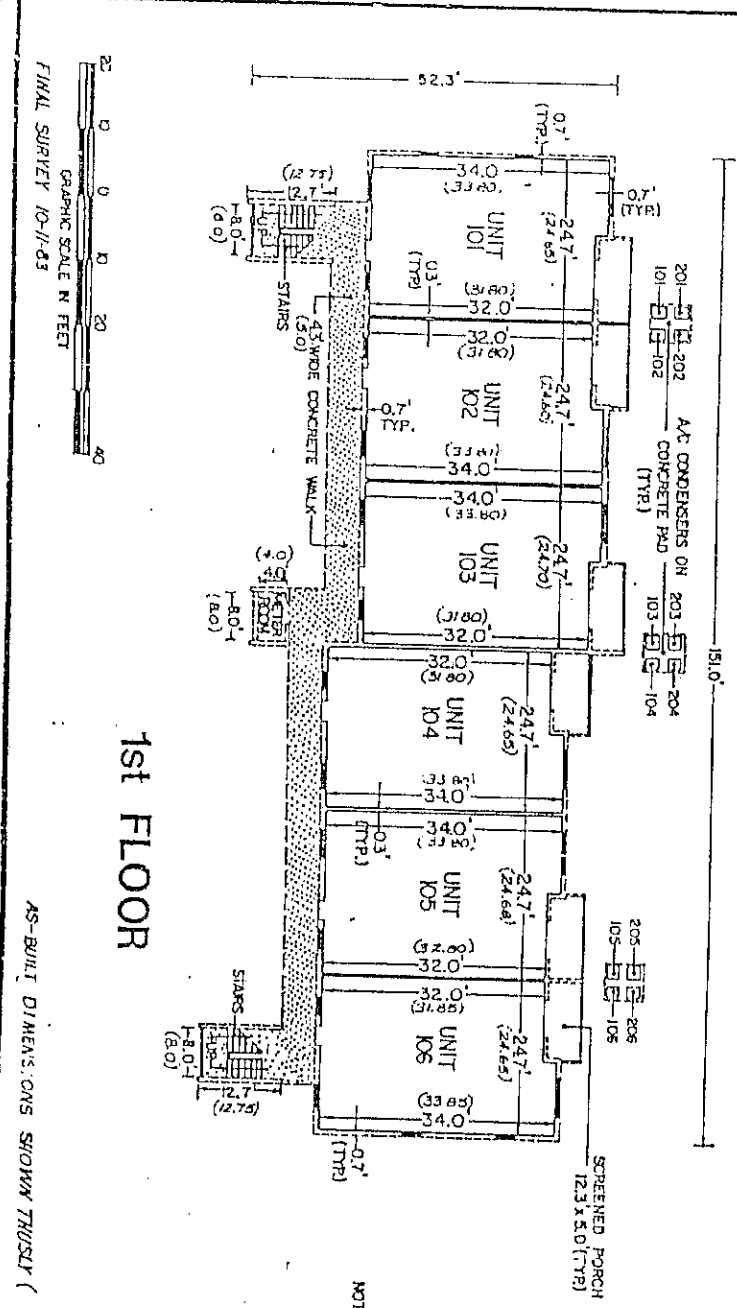
PREPARED BY:
CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
CORAL SPRINGS, FLORIDA
DATE: SEPTEMBER, 1983.
EXHIBIT "D"

SHEET 5 OF 7 SHEETS
PROJECT NO. B1009

WINDING LAKE TWO AT WELLEBY # ONE A CONDOMINIUM

BUILDINGS 28 & 29

DEC 11 22 9 PM 5 19
REC 11229 PG 519



1st FLOOR

AS-BUILT DIMENSIONS SHOWN THUSLY ()

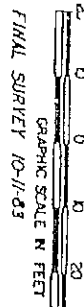
NOTE:
UNITS WILL BE IDENTIFIED BY UNIT AND BUILDING NUMBERS

UPPER LIMITS OF APARTMENT 17.42'
LOWER LIMITS OF APARTMENT 10.42'

PREPARED BY:
CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
CORAL SPRINGS, FLORIDA
DATE: APRIL, 1983

EXHIBIT "B"
SHEET 5 OF 7 SHEETS

PROJECT No. 81-009

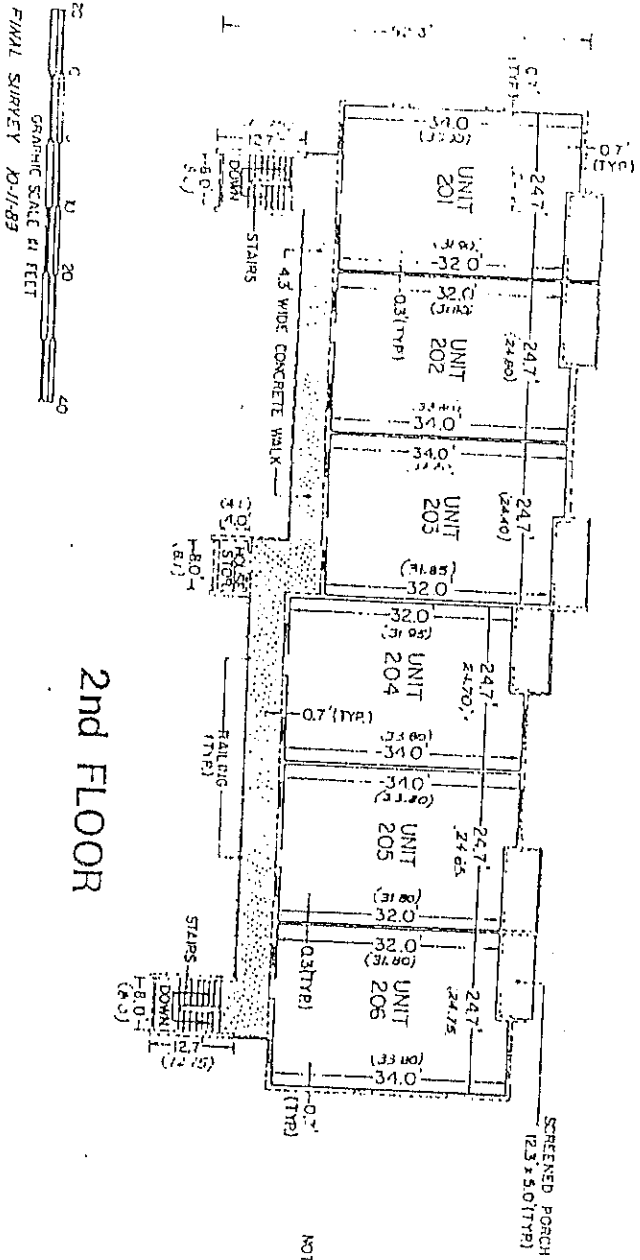


WINDING LAKE TWO AT WELLEBY # ONE A CONDOMINIUM

BUILDINGS 28 & (29)

DEF 11229 PG 520
REC 11229 PG 520

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



2nd FLOOR

AS-BUILT DIMENSIONS SHOWN THUSLY ()

NOTE:
UNITS WILL BE IDENTIFIED BY UNIT AND
BUILDING NUMBERS

UPPER LIMITS OF ELEVATION: 27.42'
LOWER LIMITS OF ELEVATION: 19.30'

PREPARED BY:
CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
CORAL SPRINGS, FLORIDA
DATE: APRIL, 1983

EXHIBIT "B"
SHEET 7 OF 7 SHEETS

PROJECT No 87109

GRAPHIC SCALE IN FEET
FINAL SURVEY 10/1/83

82-159475

FOURTH AMENDMENT TO
DECLARATION OF CONDOMINIUM

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

JUN 16 9 21 AM '82

WITNESSETH:

WHEREAS, the Developer created, prepared and recorded the Declaration of Condominium for WINDING LAKE AT WELLEBY, a Condominium (the "Declaration"), 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, Exhibit "B" to the Declaration is a survey (the "Survey"), which Survey in accordance with Florida Statute 718.104 was certified by the surveyor only as to the buildings which were complete at that time; and

WHEREAS, the Developer has now completed all buildings located in the first 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 as follows:

A. Page 3 of the Survey is hereby superceded by Page 1 of Composite Exhibit "A" which is attached hereto.

B. Page 4 of the Survey is hereby superceded by Page 2 of Composite Exhibit "A".

C. Pages 15 and 16 (reflecting Building 3) of the Survey are hereby deleted, and Pages 3 and 4 of Composite Exhibit "A" are substituted in their place.

D. Pages 17 and 18 (reflecting Building 4) of the Survey are hereby deleted, and Pages 5 and 6 of Composite Exhibit "A" are substituted in their place.

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

OFF 10246 PAGE 39

This instrument prepared by
MICHAEL J. ...
407 ...
Miami Beach, Florida 33139

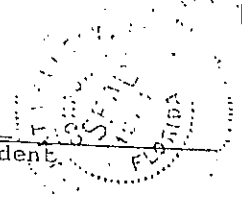
MEYER WEISS ROSE ARKIN ...
FINANCIAL FEDERAL BUILDING MIAMI BEACH, FLORIDA 33139

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

DCA AT WELLEBY, INC.

Attest: [Signature]
LUIS A. CLARK,
Secretary

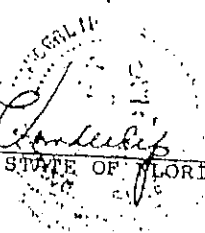
BY: [Signature]
ERIC LEVIN, President



STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing Fourth Amendment to Declaration of Condominium was acknowledged before me this 10 day of June, 1982, by Eric Levin, as President, and Luis A. Clark, as Secretary of DCA AT WELLEBY, INC., a Florida corporation, on behalf of said corporation.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA



My Commission Expires March 14, 1985
BONDED THRU GENERAL FIDELITY & GUARANTEE CO. OF FLORIDA

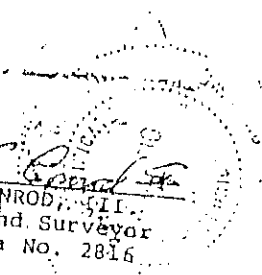
RE 10246 ME AO

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, PHASE 1, are substantially complete, so that the materials which comprise this Exhibit "B" 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.

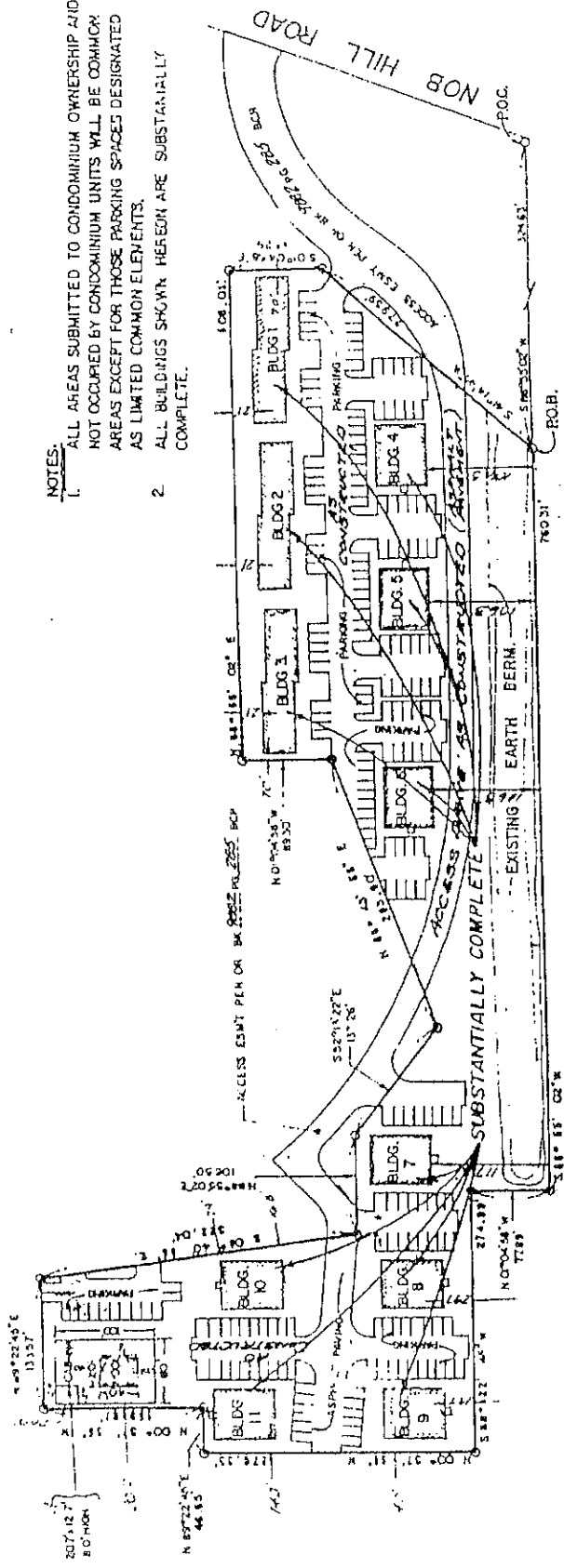
Certified this 7th day of June, 1982.


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

Original at "State 77"

OFF 10246 PAF 41

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. ALL BUILDINGS SHOWN HEREON ARE SUBSTANTIALLY COMPLETE.

FINAL SURVEY - BLDGS. 9 and 10,
POOL and CASIANA - 5-10-82
FINAL SURVEY - BLDGS. 2 and 11 5-17-82
FINAL SURVEY - BLDGS. 3 and 4 6-4-82

FINAL SURVEY - BLDGS. 5, 6, and 7 4- -82
FINAL SURVEY - BLDGS. 1 and 8 5-3-82

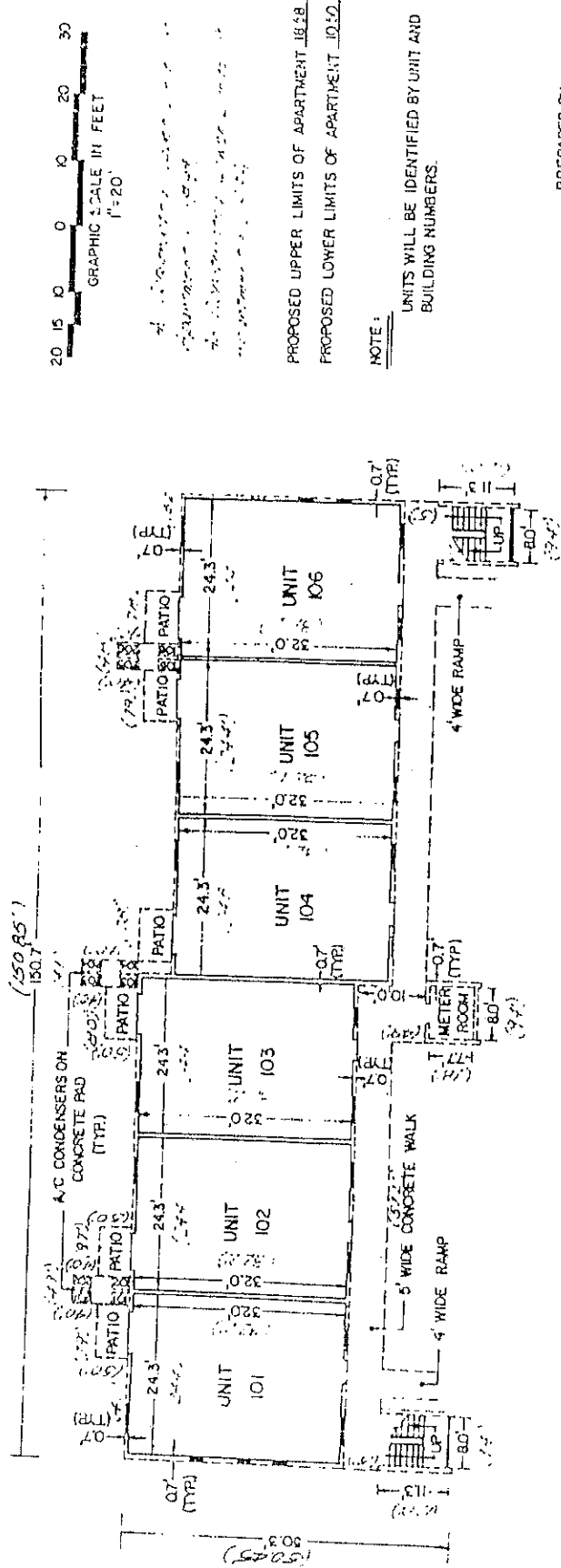


PREPARED BY: CRAIG A. SMITH & ASSOCIATES, CONSULTING ENGINEERS & SURVEYORS, CORAL SPRINGS, FLORIDA. DATE: OCTOBER, 1981. SHEET _____ OF _____ SHEETS
PROJECT NO. 81-009

REF 10246 PAGE 42

WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING 3



1st FLOOR

Total Survey of 4/2/81

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

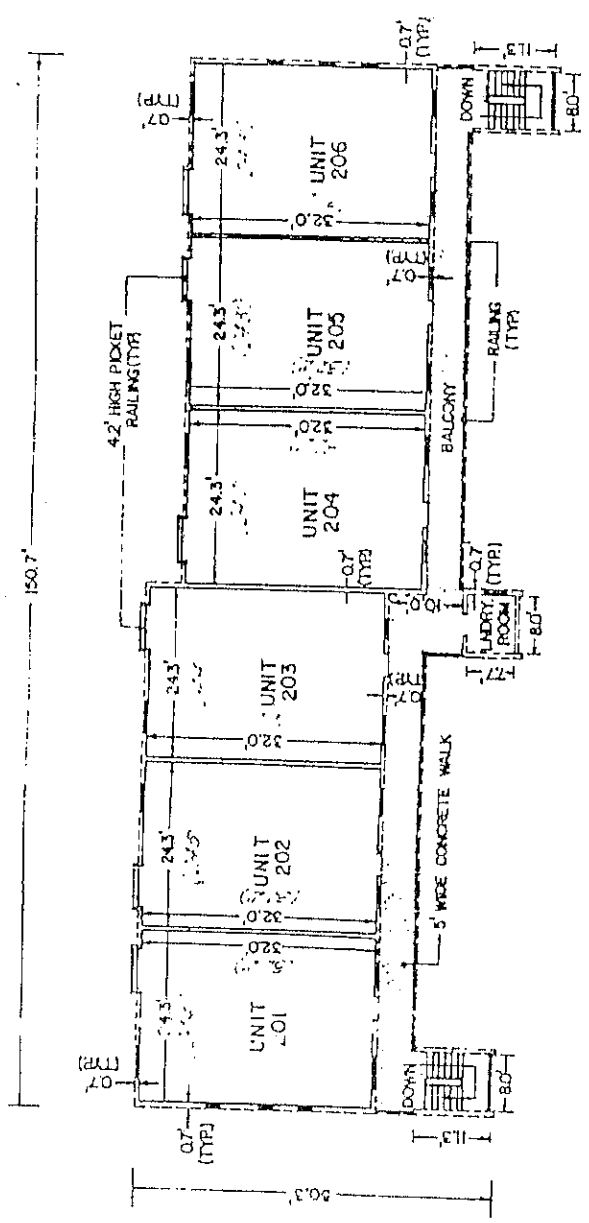
EXHIBIT " " SHEET ___ OF ___ SHEETS

PROJECT NO. 81-009

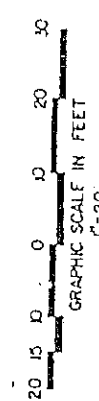
OFF REC 10246 MAR 83

WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING 3



2nd FLOOR



PROPOSED UPPER LIMITS OF APARTMENT 2741
PROPOSED LOWER LIMITS OF APARTMENT 1925

NOTE:
UNITS WILL BE IDENTIFIED BY UNIT AND BUILDING NUMBERS

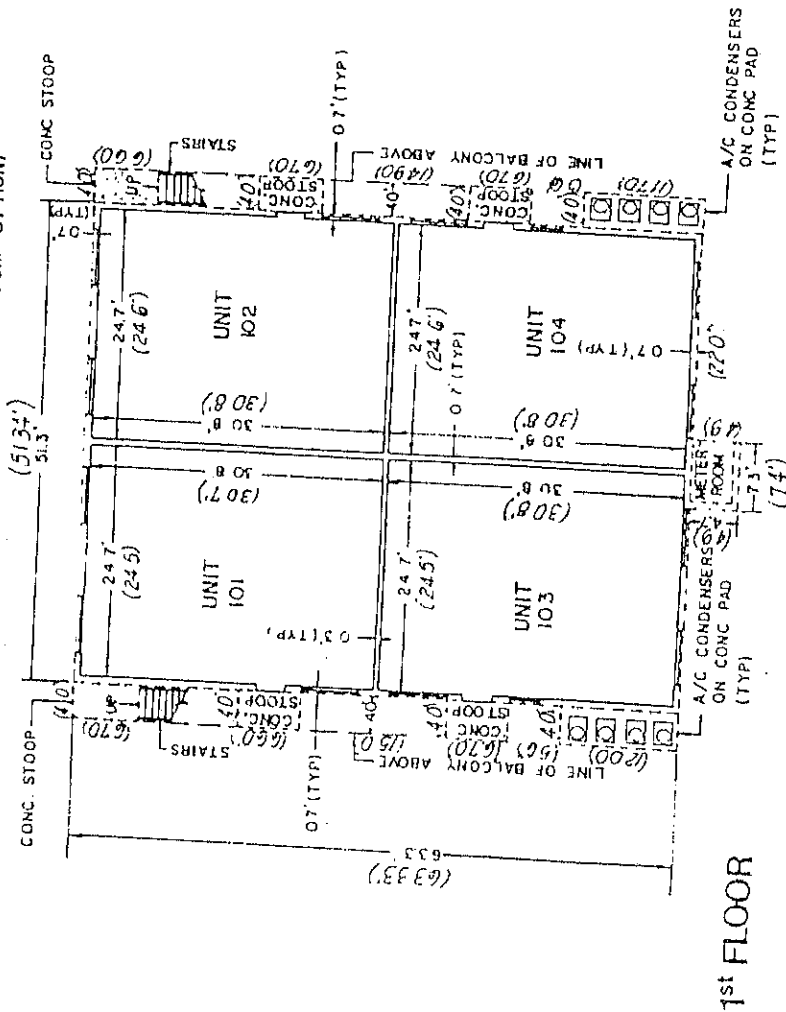
PREPARED BY:
CRAIG A SMITH & ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
CORAL SPRINGS, FLORIDA.
DATE: OCTOBER, 1981.
EXHIBIT " " SHEET ___ OF ___ SHEETS

PROJECT NO. 81-009

REC 10246 PAGE 4

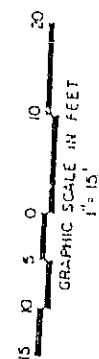
WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING 4
(2 BEDROOM OPTION)



1st FLOOR

Field Survey 6-4-82
Survey Control v. 3-16-82 AS CONSTRUCTED DIMENSIONS SHOWN TRUSLY () SHEET OF SHEETS



AS CONSTRUCTED UPPER LIMITS OF APARTMENT = 1020.
AS CONSTRUCTED LOWER LIMITS OF APARTMENT = 1020

PROPOSED UPPER LIMITS OF APARTMENT 10.55.
PROPOSED LOWER LIMITS OF APARTMENT 10.55.

NOTE
UNITS WILL BE IDENTIFIED BY UNIT AND BUILDING NUMBERS

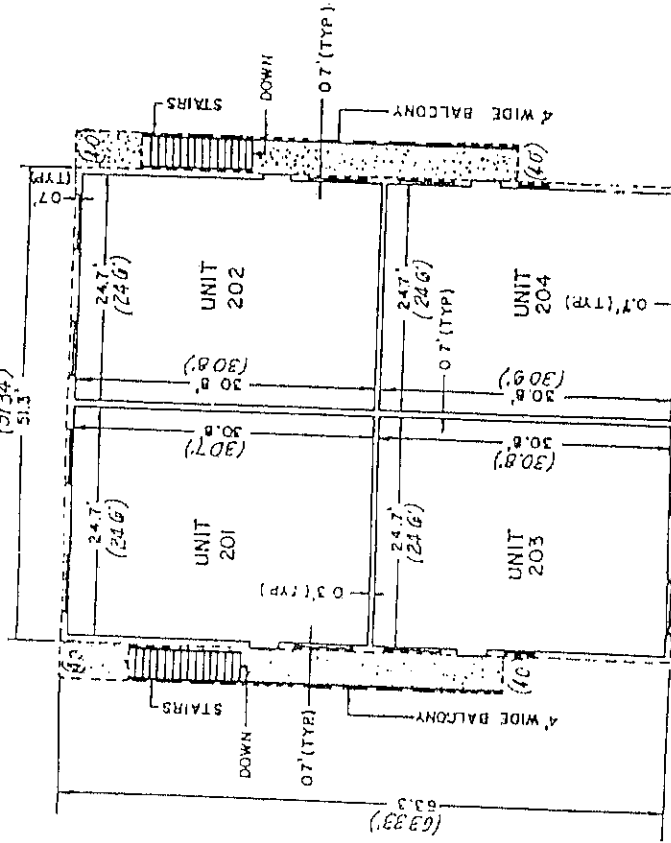
PREPARED BY:
CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
CORAL SPRINGS, FLORIDA
DATE: OCTOBER, 1981

PROJECT NO. 81-C09

REF 10246 PAGE 45

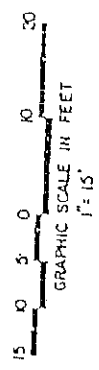
WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING 4
(2 BEDROOM OPTION)



2nd FLOOR

RECORDED IN THE OFFICIAL RECORDS BOOK
OF THE COUNTY OF PALM BEACH, FLORIDA
F. T. JOHNSON
County Administrator



AS CONSTRUCTED UPPER LIMITS
OF APARTMENT = 2698
AS CONSTRUCTED LOWER LIMITS
OF APARTMENT = 1903

PROPOSED UPPER LIMITS OF APARTMENT 2746
PROPOSED LOWER LIMITS OF APARTMENT 1929

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

REC 10246 MAR 4 86

Composite Exhibit A - 19626