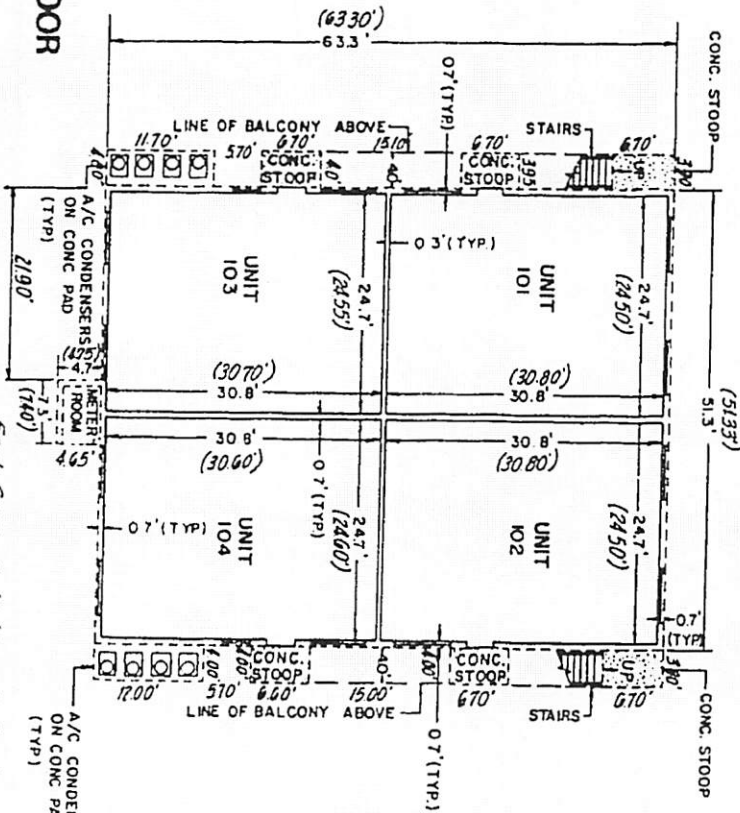


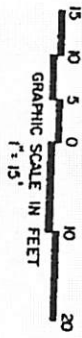
# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING 5  
(2 BEDROOM OPTION)



1st FLOOR

Final Survey 1/16/82 As Constructed Dimensions shown this is ( )



AS-CONSTRUCTED UPPER LIMITS OF APARTMENT 101  
APARTMENT 102

PROPOSED UPPER LIMITS OF APARTMENT 103  
PROPOSED LOWER LIMITS OF APARTMENT 104

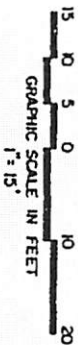
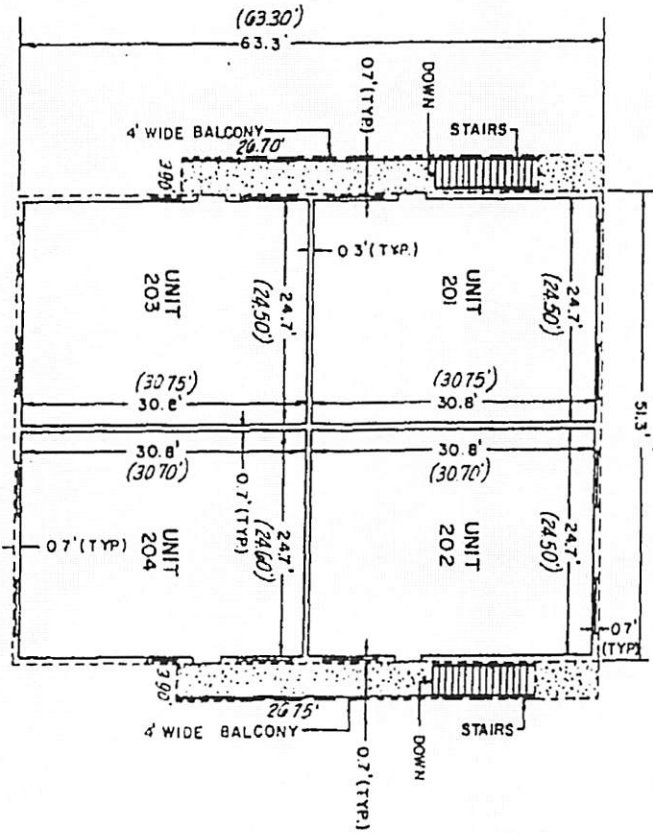
NOTE:  
UNITS WILL BE IDENTIFIED BY UNIT AND BUILDING NUMBERS.

PREPARED BY:  
CRAIG A SMITH & ASSOCIATES  
CONSULTING ENGINEERS & SURVEYORS  
CORAL SPRINGS, FLORIDA.  
DATE: OCTOBER, 1981  
EXHIBIT "B"  
SHEET 5 OF 39 SHEETS  
PROJECT NO. BI-009

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING 5  
(2 BEDROOM OPTION)

2nd FLOOR



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

NOTE:  
UNITS WILL BE IDENTIFIED BY UNIT AND BUILDING NUMBERS

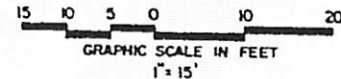
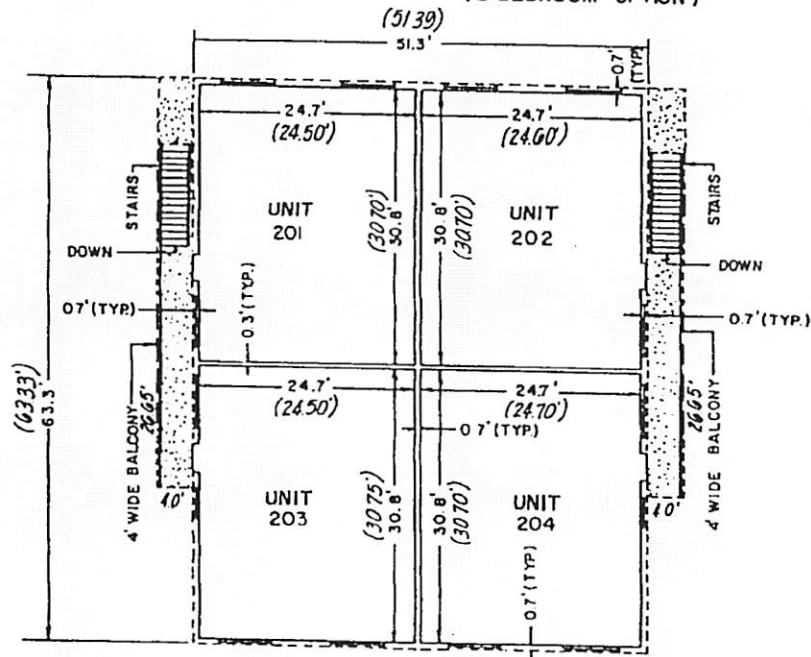
FINAL SURVEY: 12/88, AS-CONSTRUCTED DIMENSIONS SHOWN THUSLY ( )

PREPARED BY:  
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 CONSULTING ENGINEERS & SURVEYORS  
 CORAL SPRINGS, FLORIDA  
 DATE: OCTOBER, 1981  
 EXHIBIT 'B'  
 SHEET 6 OF 39 SHEETS  
 PROJECT NO. BI-009



# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING 6  
(2 BEDROOM OPTION)



AS-CONSTRUCTED UPPER LIMITS OF  
APARTMENT - 27.30

AS-CONSTRUCTED UPPER LIMITS OF  
APARTMENT - 19.30

PROPOSED UPPER LIMITS OF APARTMENT 27.46

PROPOSED LOWER LIMITS OF APARTMENT 19.29

**NOTE:**

UNITS WILL BE IDENTIFIED BY UNIT AND  
BUILDING NUMBERS

2<sup>nd</sup> FLOOR

FINAL SURVEY 11/82 AS-CONSTRUCTED DIMENSIONS SHOWN THUSLY ( )

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

CORAL SPRINGS, FLORIDA.

DATE: OCTOBER, 1981

EXHIBIT " B "

SHEET 8 OF 39 SHEETS

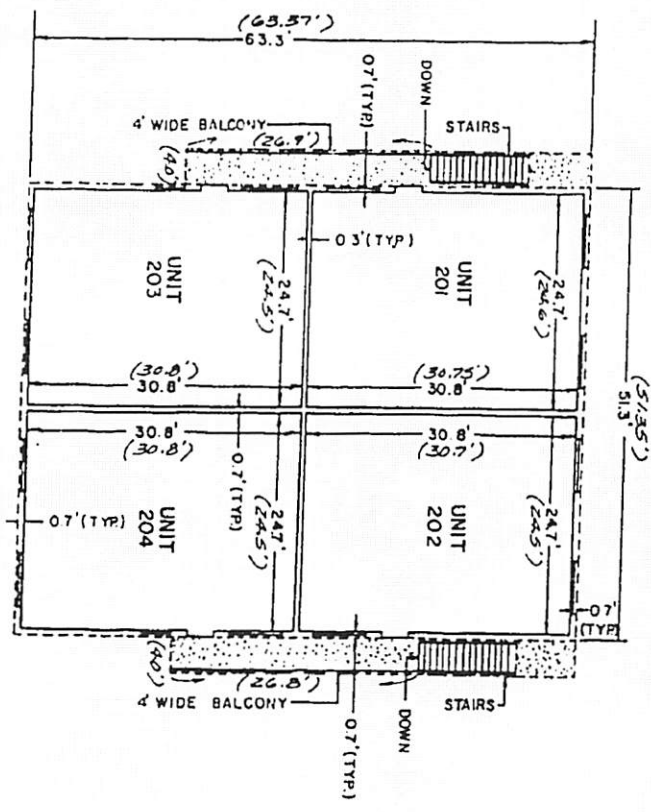
PROJECT NO. 81-009



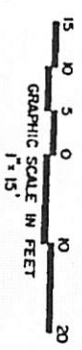
# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING  
(2 BEDROOM OPTION) 7

2nd FLOOR



Final Survey 1/8/92 AS-Constructed Dimensions shown (Note 1)



AS-Constructed Upper Limits  
of Apartment = 27.84'  
AS-Constructed Lower Limits  
of Apartment = 19.58'

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

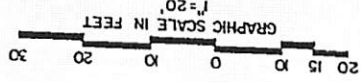
NOTE:  
UNITS WILL BE IDENTIFIED BY UNIT AND  
BUILDING NUMBERS

PREPARED BY:  
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CORAL SPRINGS, FLORIDA  
DATE: OCTOBER, 1991

EXHIBIT "B"  
SHEET 10 OF 39 SHEETS

PROJECT NO. BI-009

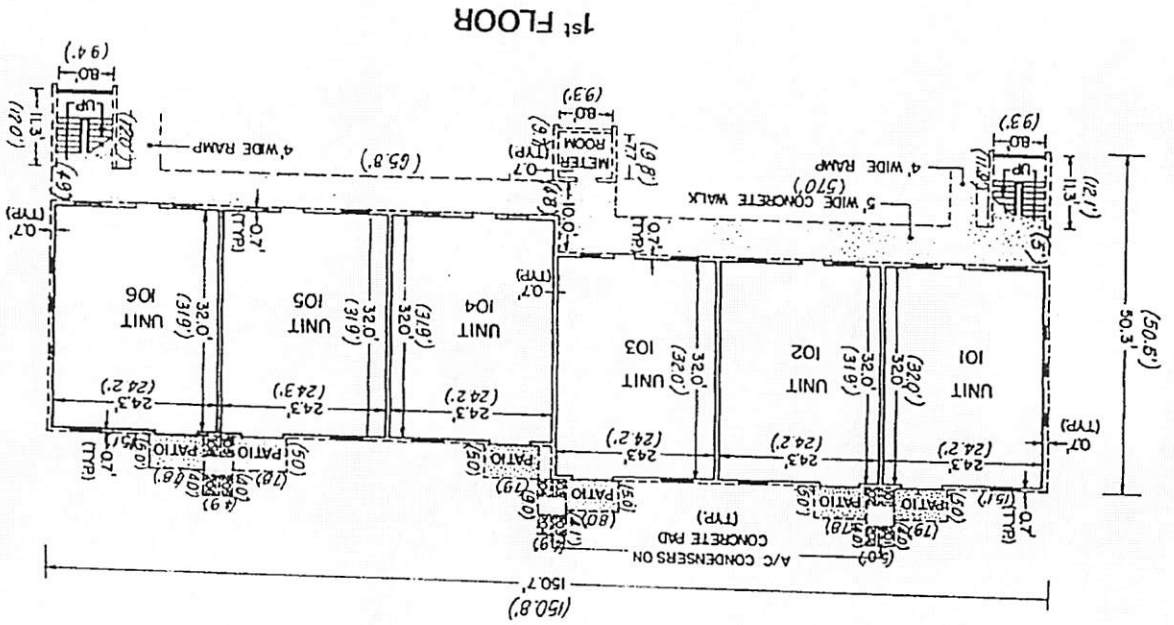
# WINDING LAKE AT WELLEY, A CONDOMINIUM BUILDING 1



AS CONSTRUCTED UPPER LIMITS  
OF APARTMENT = 18.59'  
AS CONSTRUCTED LOWER LIMITS  
OF APARTMENT = 10.45'

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

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



1st FLOOR

PREPARED BY:  
CRAIG A SMITH & ASSOCIATES  
CONSULTING ENGINEERS & SURVEYORS  
CORAL SPRINGS, FLORIDA  
DATE: OCTOBER, 1981  
EXHIBIT "B"  
SHEET 11 OF 39 SHEETS  
PROJECT NO 81-009

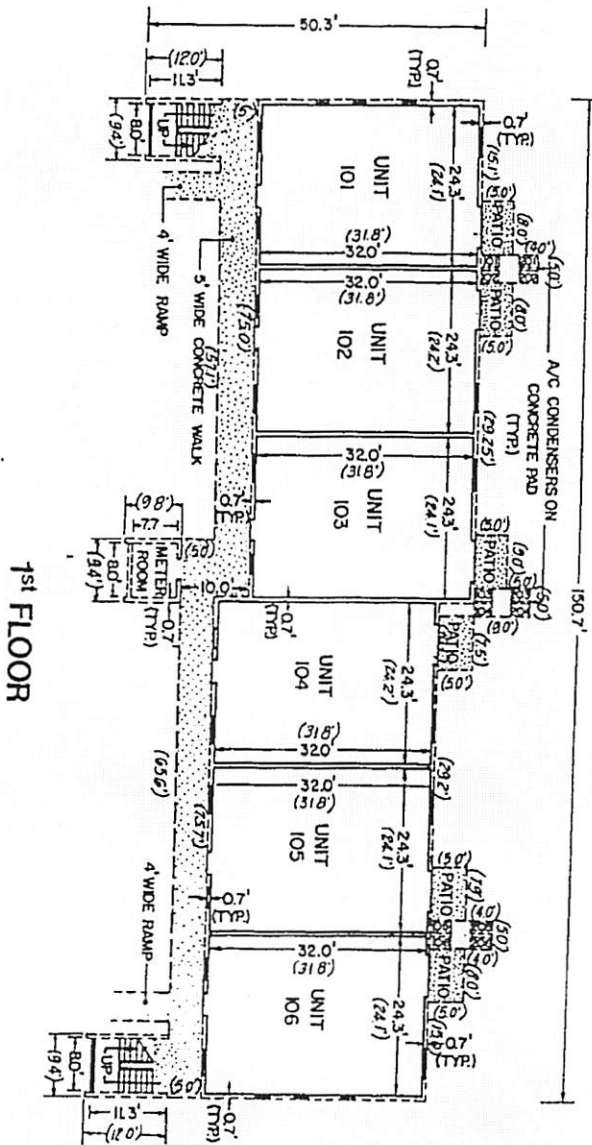




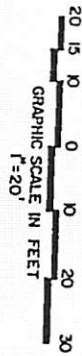
# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING 2

DEF 10154 PAGE 710



1st FLOOR



As-constructed upper limits of  
apartment 1858  
As-constructed lower limits of  
apartment 1050

PROPOSED UPPER LIMITS OF APARTMENT 1858  
PROPOSED LOWER LIMITS OF APARTMENT 1050

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

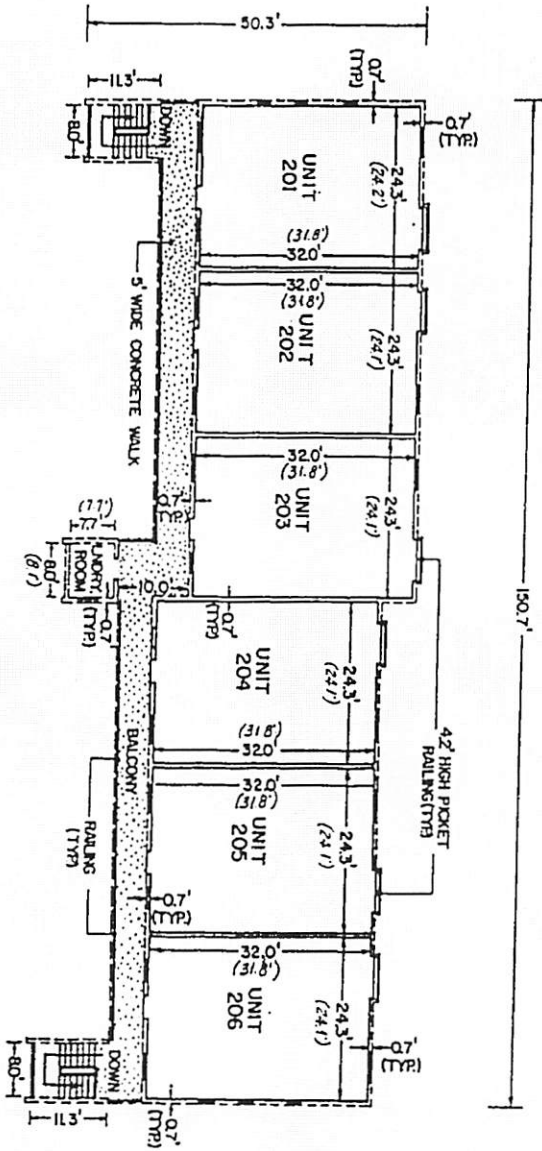
PREPARED BY:  
CRANK A SMITH & ASSOCIATES  
CONSULTING ENGINEERS & SURVEYORS  
CORAL SPRINGS, FLORIDA  
DATE: OCTOBER, 1981.

EXHIBIT "B"  
SHEET 13 OF 39 SHEETS  
PROJECT NO. B1-009

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

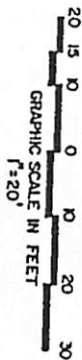
# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING 2



2<sup>ND</sup> FLOOR

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



As-Constructed Upper limits of  
Apartment = 27.31'  
As-Constructed lower limits of  
Apartment = 19.31'

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

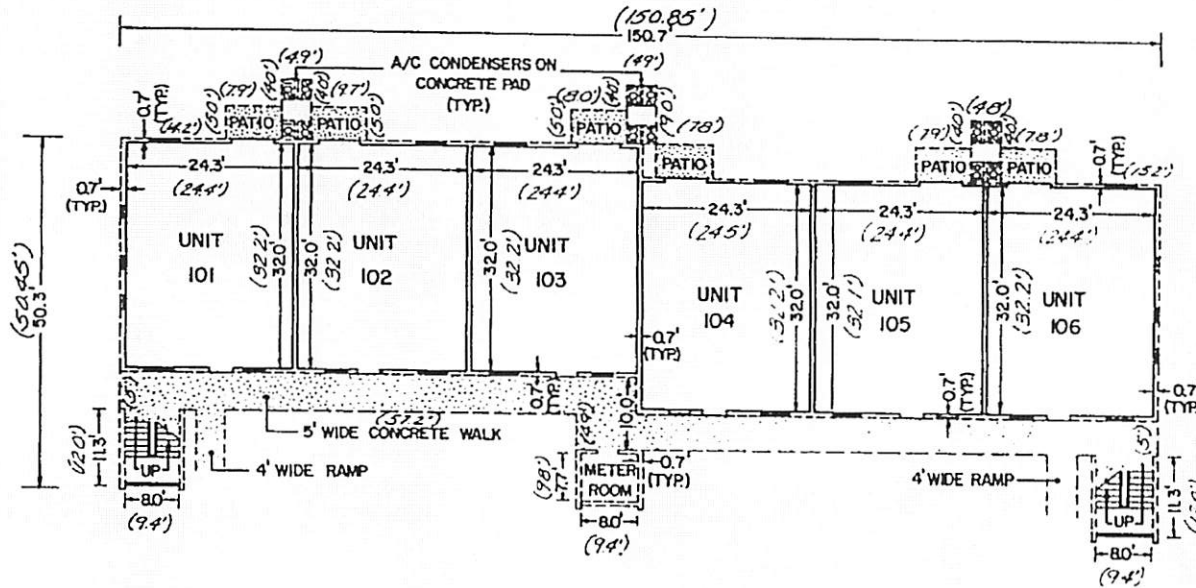
NOTE:  
UNITS WILL BE IDENTIFIED BY UNIT AND  
BUILDING NUMBERS.

PREPARED BY  
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CORAL SPRINGS, FLORIDA  
DATE: OCTOBER, 1981

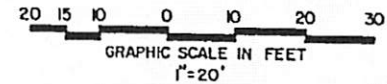
EXHIBIT " B "  
SHEET 14 OF 39 SHEETS  
PROJECT NO. 81-009

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING 3



1st FLOOR



*As-Constructed Upper Limits of  
Apartment: 10.01'*  
*As-Constructed Lower Limits of  
Apartment: 10.52'*

PROPOSED UPPER LIMITS OF APARTMENT 10.58'

PROPOSED LOWER LIMITS OF APARTMENT 10.50'

**NOTE:**

UNITS WILL BE IDENTIFIED BY UNIT AND  
BUILDING NUMBERS.

*(Under-Construction): 4/20/82. As Constructed dimensions shown on this plan.*

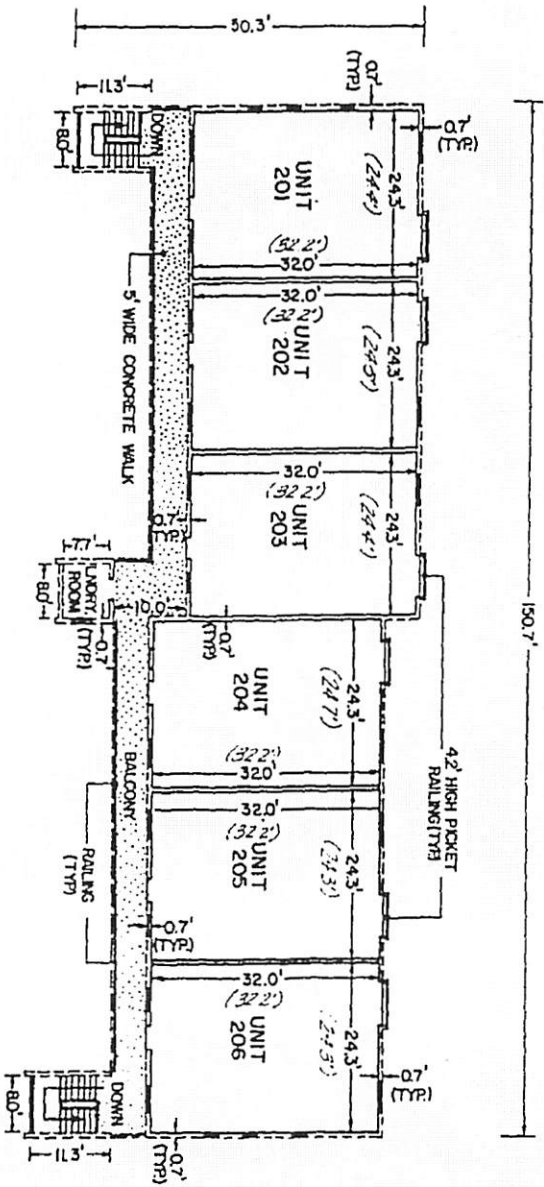
PREPARED BY:  
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CORAL SPRINGS, FLORIDA.  
DATE: OCTOBER, 1981.

EXHIBIT "B"  
SHEET 15 OF 39 SHEETS

PROJECT NO. 81-009

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING 3



2nd FLOOR

(Water Construction) 4/20/82 for Construction Documents



*As Constructed Upper Limits of Apartment 27.37*  
*As Constructed Lower Limits of Apartment 19.35*

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

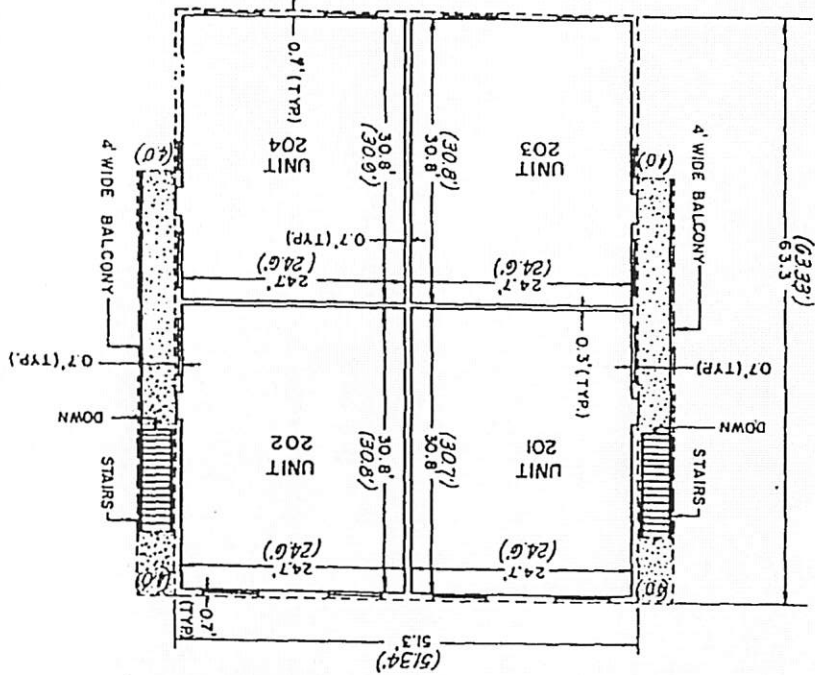
NOTE:  
 UNITS WILL BE IDENTIFIED BY UNIT AND BUILDING NUMBERS.

PREPARED BY:  
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 CONSULTING ENGINEERS & SURVEYORS  
 CORAL SPRINGS, FLORIDA  
 DATE: OCTOBER, 1981  
 EXHIBIT " B "  
 SHEET 16 OF 39 SHEETS  
 PROJECT NO. 81-009

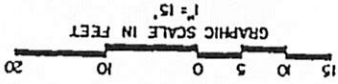


# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING 4  
(2 BEDROOM OPTION)



2nd FLOOR



A5-CONSTRUCTED UPPER LIMITS  
OF APARTMENT = 26.98

A5-CONSTRUCTED LOWER LIMITS  
OF APARTMENT = 19.03

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

NOTE:  
UNITS WILL BE IDENTIFIED BY UNIT AND  
BUILDING NUMBERS

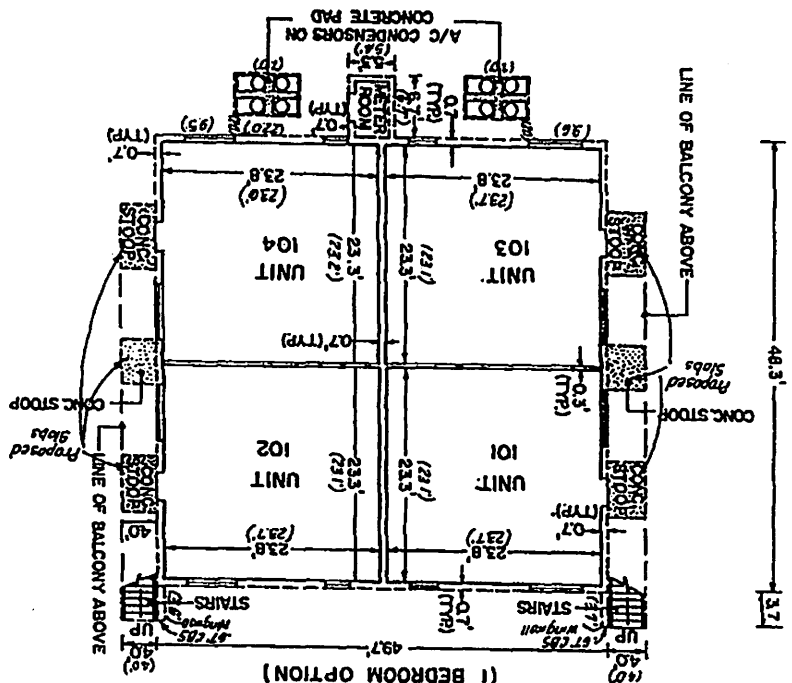
PREPARED BY:  
CRAIG A SMITH & ASSOCIATES  
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CORAL SPRINGS, FLORIDA  
DATE: OCTOBER, 1981

EXHIBIT "B"  
SHEET 18 OF 39 SHEETS  
(Under-Construction) : 3-16-82 As CONSTRUCTED DIMENSIONS SHOWN THUSLY ( )

PROJECT NO. 81-009

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDINGS  
8  
(1 BEDROOM OPTION)



1st FLOOR

(Under Construction) - 3-31-82 As-Constructed dimensions shown (Invisi...)

SHEET 19 OF 39 SHEETS

EXHIBIT "B"

DATE: OCTOBER, 1981

CORAL SPRINGS, FLORIDA

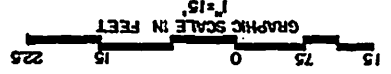
CRAIG A SMITH & ASSOCIATES  
CONSULTING ENGINEERS & SURVEYORS

PREPARED BY:

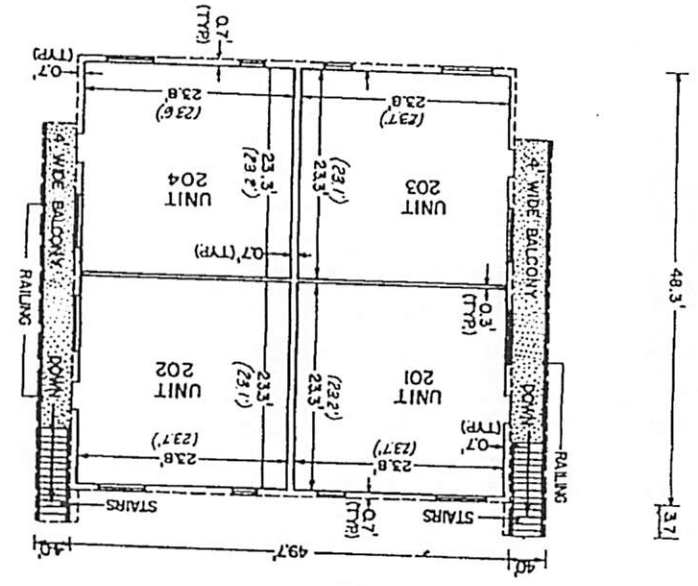
UNITS WILL BE IDENTIFIED BY UNIT AND  
BUILDING NUMBERS.

PROPOSED UPPER LIMITS OF APARTMENT 18.59  
PROPOSED LOWER LIMITS OF APARTMENT 10.50

As-Constructed Upper Limits of  
Apartment 19.75  
As-Constructed Lower Limits of  
Apartment 10.6'



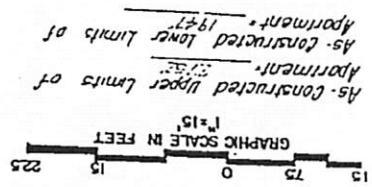
# WINDING LAKE AT WELLEBY, A CONDOMINIUM BUILDINGS 8 (1 BEDROOM OPTION)



**2nd FLOOR**

(Under Construction) : 3-31-82 As Constructed dimensions shown thusly ( )  
 PREPARED BY:  
**CRAIG A SMITH & ASSOCIATES**  
 CONSULTING ENGINEERS & SURVEYORS  
 CORAL SPRINGS, FLORIDA  
 DATE: OCTOBER, 1981  
 EXHIBIT "B"  
 SHEET 20 OF 39 SHEETS

NOTE:  
 UNITS WILL BE IDENTIFIED BY UNIT AND  
 BUILDING NUMBERS.  
 PROPOSED UPPER LIMITS OF APARTMENT 2746  
 PROPOSED LOWER LIMITS OF APARTMENT 1929



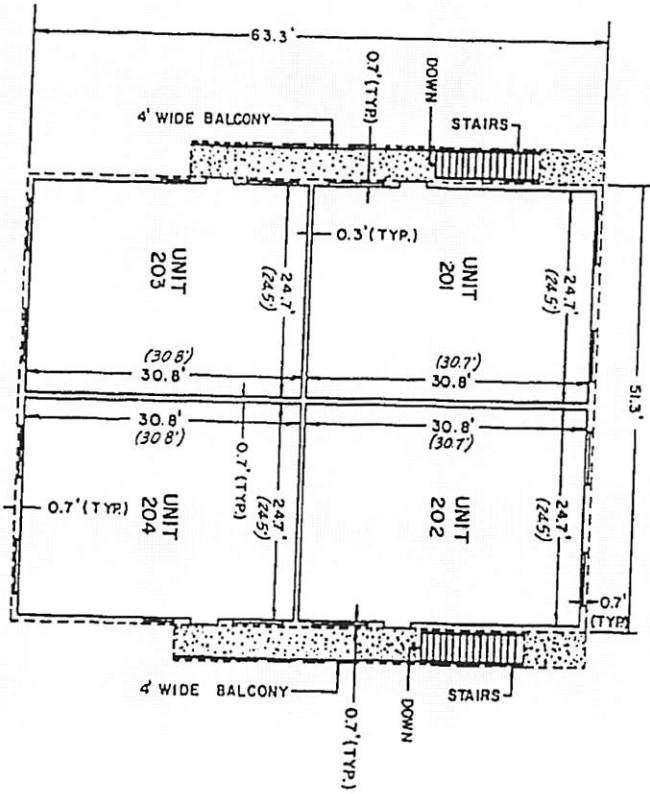




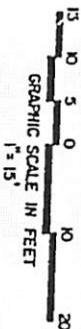
# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING  
( 2 BEDROOM OPTION ) 9

2<sup>nd</sup> FLOOR



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



As Constructed Upper limits of  
Apartment = 27.63'  
As-Constructed Lower limits of  
Apartment = 19.58'

PROPOSED UPPER LIMITS OF APARTMENT 22A6  
PROPOSED LOWER LIMITS OF APARTMENT 19.29

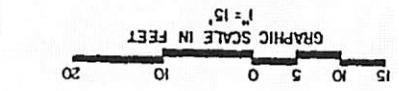
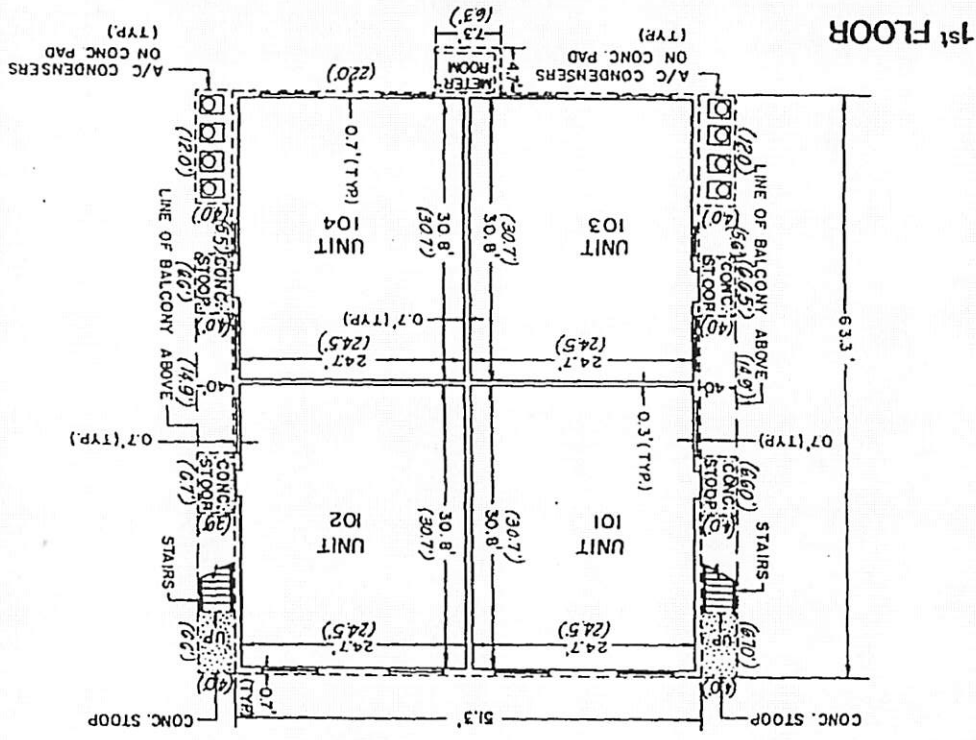
NOTE:  
UNITS WILL BE IDENTIFIED BY UNIT AND  
BUILDING NUMBERS

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

EXHIBIT "B"  
SHEET 22 OF 39 SHEETS  
PROJECT NO. 81-009

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING  
10  
(2 BEDROOM OPTION)



As-constructed upper limits of  
Apartment 101  
As-constructed lower limits of  
Apartment 102

PROPOSED UPPER LIMITS OF APARTMENT 105B  
PROPOSED LOWER LIMITS OF APARTMENT 105D

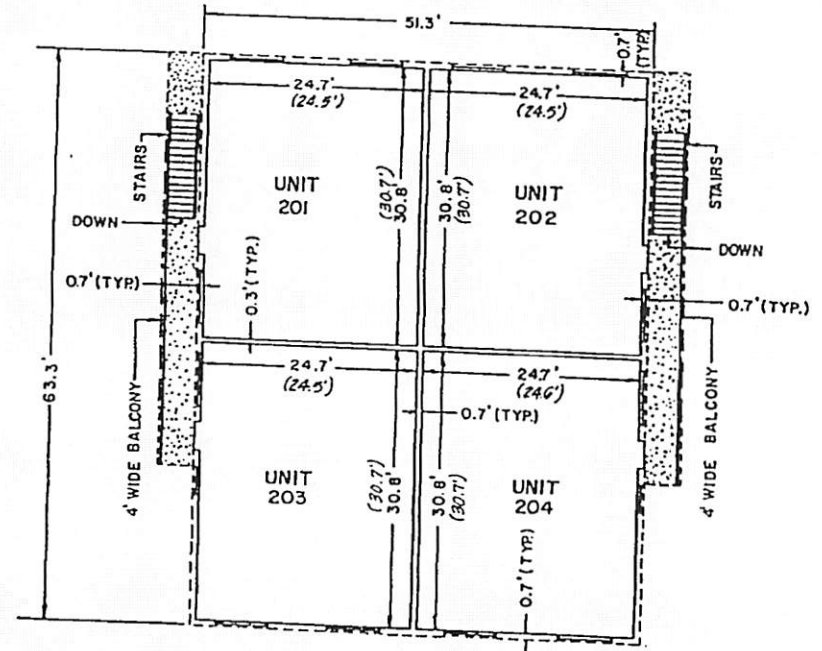
NOTE:  
UNITS WILL BE IDENTIFIED BY UNIT AND  
BUILDING NUMBERS.

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

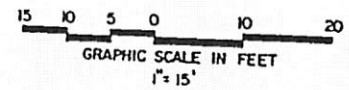
(Under Construction): 3-31-82. As Constructed dimensions shown thusly ( )

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING (2 BEDROOM OPTION) 10



2<sup>nd</sup> FLOOR



As Constructed Upper limits of Apartment - 27.65'  
As Constructed lower limits of Apartment - 19.33'

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

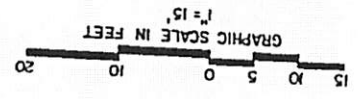
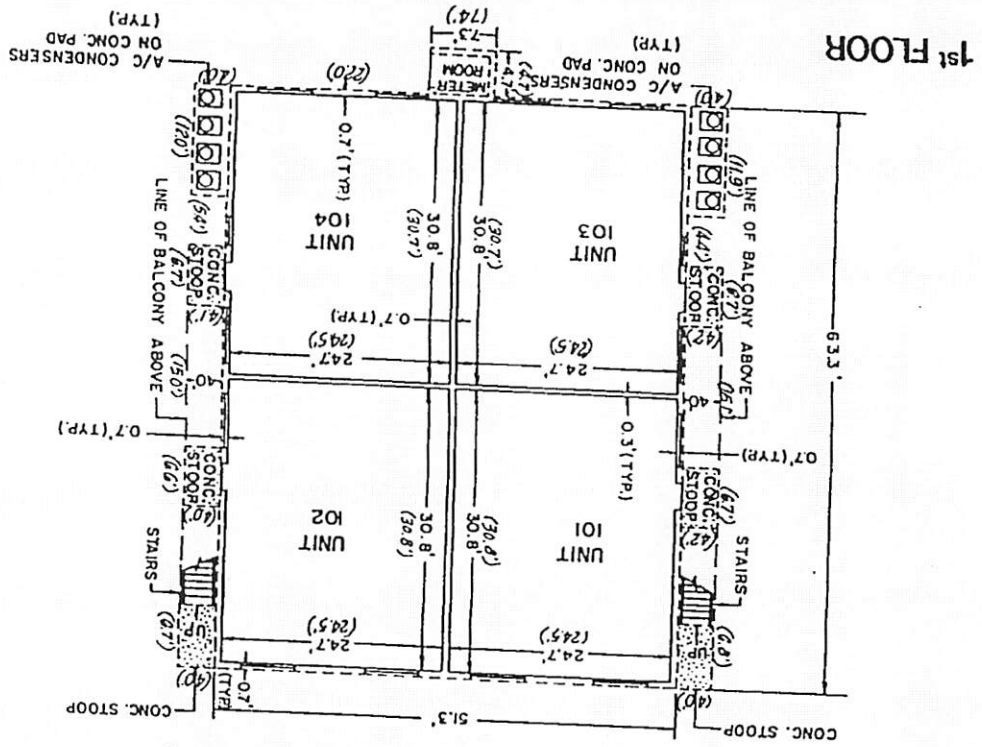
NOTE:  
UNITS WILL BE IDENTIFIED BY UNIT AND BUILDING NUMBERS

PREPARED BY:  
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CONSULTING ENGINEERS & SURVEYORS  
CORAL SPRINGS, FLORIDA.  
DATE: OCTOBER, 1981  
EXHIBIT "B"  
SHEET 24 OF 39 SHEETS  
PROJECT NO. 81-009

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

# WINDING LAKE AT WELLEY, A CONDOMINIUM

BUILDING II  
(2 BEDROOM OPTION)



As-Constructed upper limits of  
Apartment 835  
As-Constructed lower limits of  
Apartment 1050  
PROPOSED UPPER LIMITS OF APARTMENT 18.58  
PROPOSED LOWER LIMITS OF APARTMENT 10.50

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

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

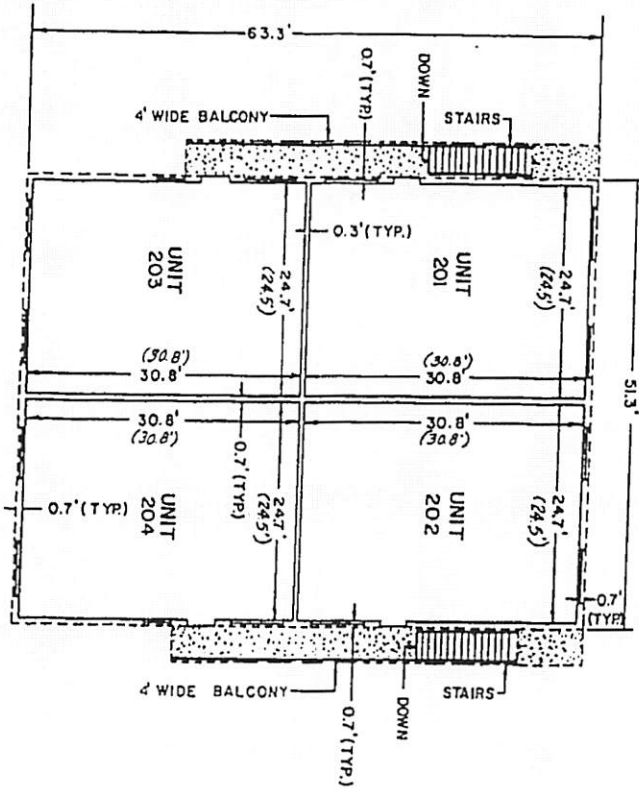
PROJECT NO. 81-009

(Note - Construction): 3-31-82, As Constructed dimensions shown thusly ( ) EXHIBIT "B" SHEET 25 OF 39 SHEETS

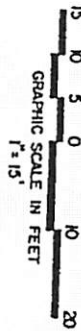
# WINDING LAKE AT WELLEBY, A CONDOMINIUM

BUILDING II  
(2 BEDROOM OPTION)

2<sup>nd</sup> FLOOR



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



As-Constructed upper limits of  
Apartment - 1929  
As-Constructed lower limits of  
Apartment - 1929

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

NOTE:  
UNITS WILL BE IDENTIFIED BY UNIT AND  
BUILDING NUMBERS

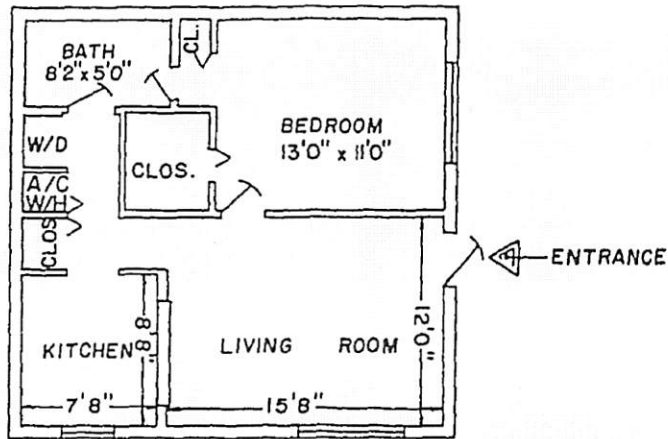
PREPARED BY:  
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CORAL SPRINGS, FLORIDA  
DATE: OCTOBER, 1981

EXHIBIT "B"  
SHEET 26 OF 39 SHEETS  
PROJECT NO. 81-009

REF 10154 PAGE 723

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

(1-BEDROOM OPTION)  
UNITS 101, 104, 201 & 204  
BUILDINGS 4, 5, 6, 7, 8, 9, 10 & 11



REF 10154 PAGE 724

PREPARED BY : CRAIG A. SMITH & ASSOCIATES

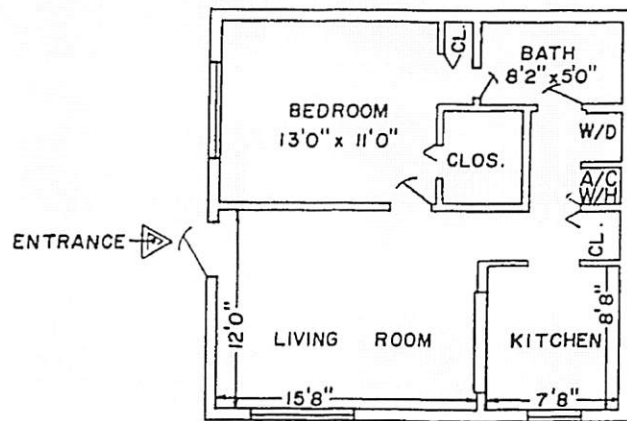
DATE : OCTOBER, 1981.  
CORAL SPRINGS, FLORIDA

EXHIBIT "B"

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

(1-BEDROOM OPTION)

UNITS 102, 103, 202 & 203  
BUILDINGS 4, 5, 6, 7, 8, 9, 10 & 11



REF 10154 PAGE 725

PREPARED BY: CRAIG A. SMITH & ASSOCIATES

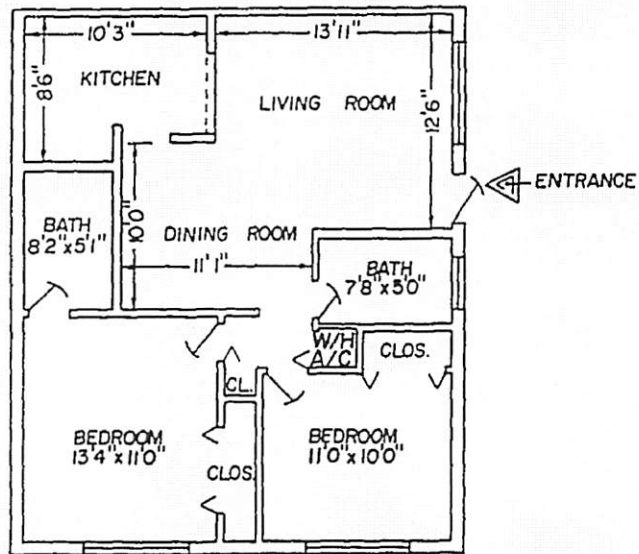
DATE: OCTOBER, 1981.  
CORAL SPRINGS, FLORIDA

EXHIBIT "B"



# WINDING LAKE AT WELLEBY, A CONDOMINIUM

(2-BEDROOM OPTION)  
UNITS 101, 104, 201 & 204  
BUILDINGS 4, 5, 6, 7, 8, 9, 10 & 11



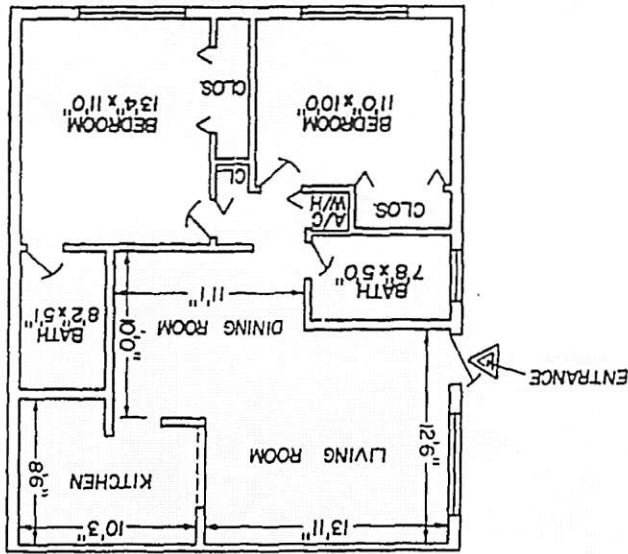
REF 10154 PAGE 726

PREPARED BY: CRAIG A. SMITH & ASSOCIATES

DATE: OCTOBER, 1981.  
CORAL SPRINGS, FLORIDA

EXHIBIT "B"

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

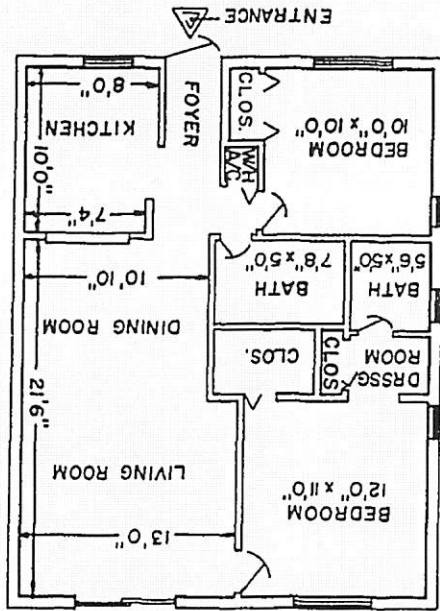


PREPARED BY : CRAIG A. SMITH & ASSOCIATES  
DATE : OCTOBER, 1981.  
CORAL SPRINGS, FLORIDA

EXHIBIT "B"

REC 10154 PAGE 727

**WINDING LAKE AT WELLEBY,  
A CONDOMINIUM  
UNITS 101 & 201  
BUILDINGS 1, 2 & 3**

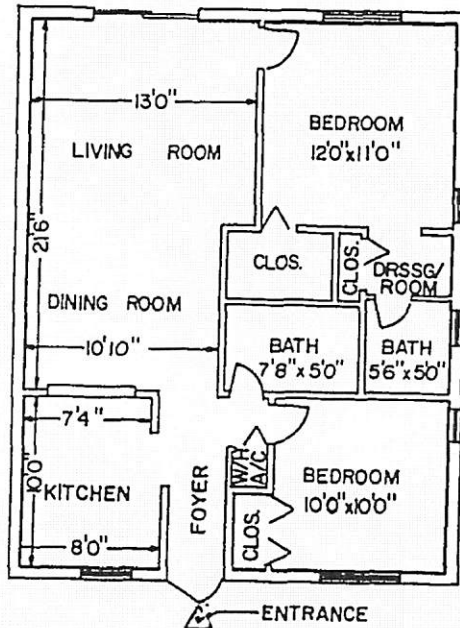


PREPARED BY: CRAIG A. SMITH & ASSOCIATES  
DATE: OCTOBER, 1981  
CORAL SPRINGS, FLORIDA  
EXHIBIT " B "

REC 10154 PAGE 728

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

UNITS 106 & 206  
BUILDINGS 1, 2 & 3



OFF 10154 PAGE 729

PREPARED BY: CRAIG A. SMITH & ASSOCIATES

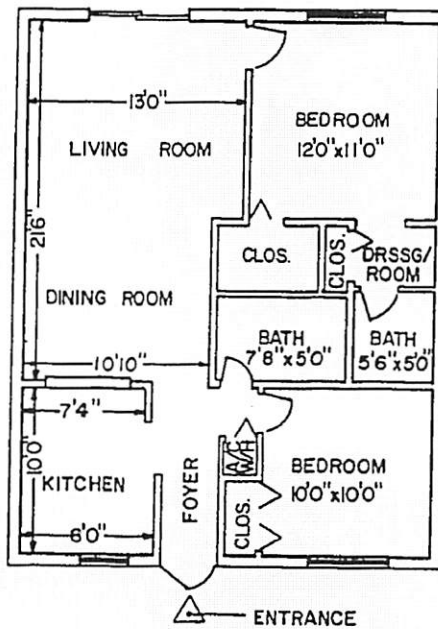
DATE: OCTOBER, 1981.  
CORAL SPRINGS, FLORIDA

EXHIBIT "B"

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

UNITS 102, 104, 202 & 204

BUILDINGS 1, 2 & 3



OFF 10154 PAGE 730

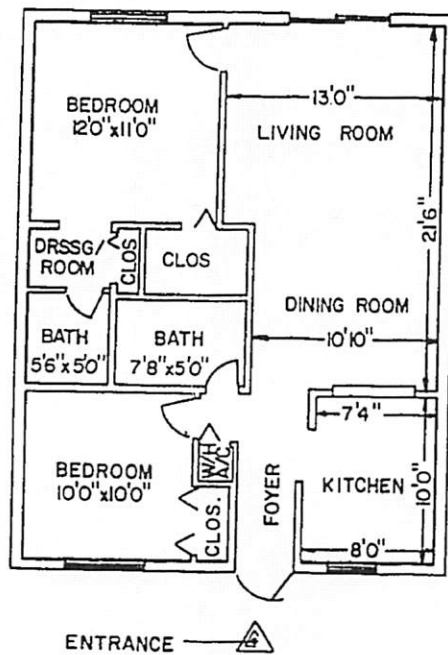
PREPARED BY: CRAIG A. SMITH & ASSOCIATES

DATE: OCTOBER, 1981.  
CORAL SPRINGS, FLORIDA

EXHIBIT " B "

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

UNITS 103, 105, 203 & 205  
BUILDINGS 1, 2 & 3



REF 10154 PAGE 731

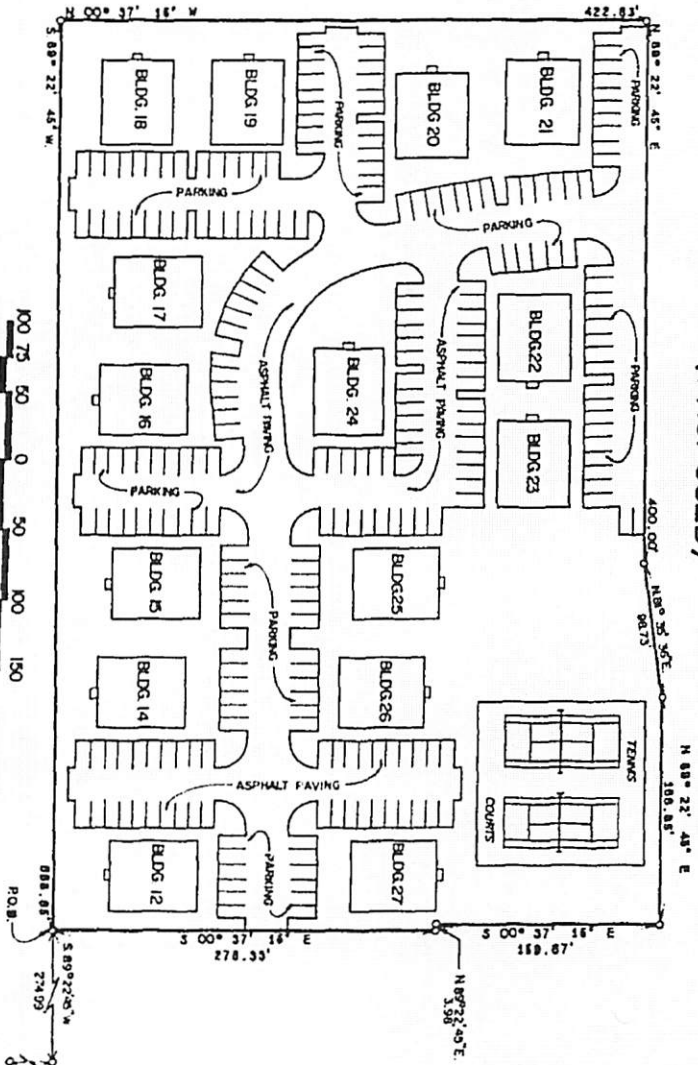
PREPARED BY: CRAIG A. SMITH & ASSOCIATES

DATE: OCTOBER, 1981.  
CORAL SPRINGS, FLORIDA

EXHIBIT "B"

# WINDING LAKE AT WELLEBY, A CONDOMINIUM

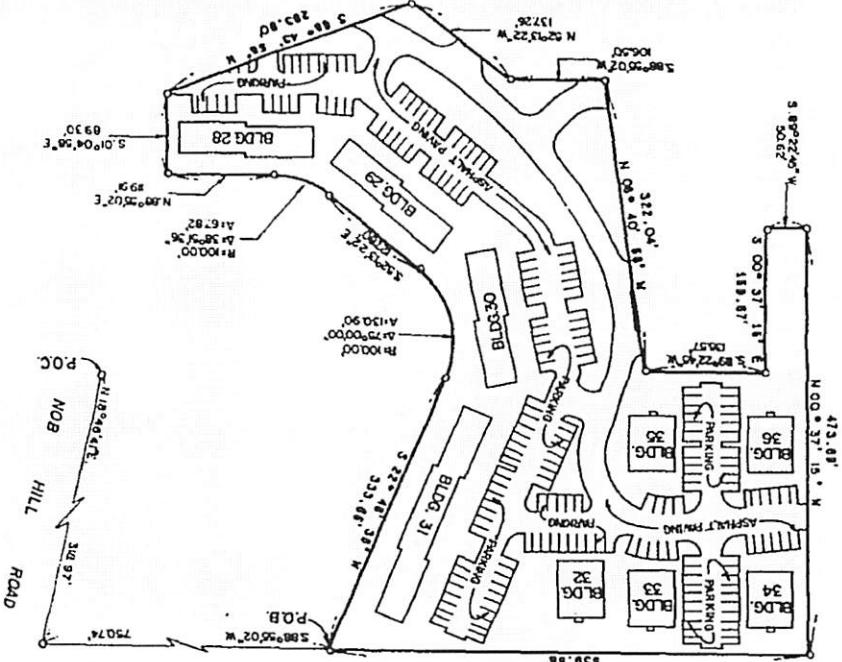
PHASE II  
(PROPOSED)



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

EXHIBIT " B "  
SHEET 35 OF 39 SHEETS  
PROJECT NO. 81-009

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



GRAPHIC SCALE IN FEET.  
1" = 150'

PREPARED BY: CRAIG A. SMITH & ASSOCIATES, CONSULTING ENGINEERS & SURVEYORS, CORAL SPRINGS, FLORIDA. DATE: OCTOBER, 1981.  
EXHIBIT "B" SHEET 36 OF 39 SHEETS  
PROJECT NO. BI-009

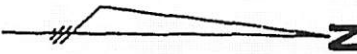
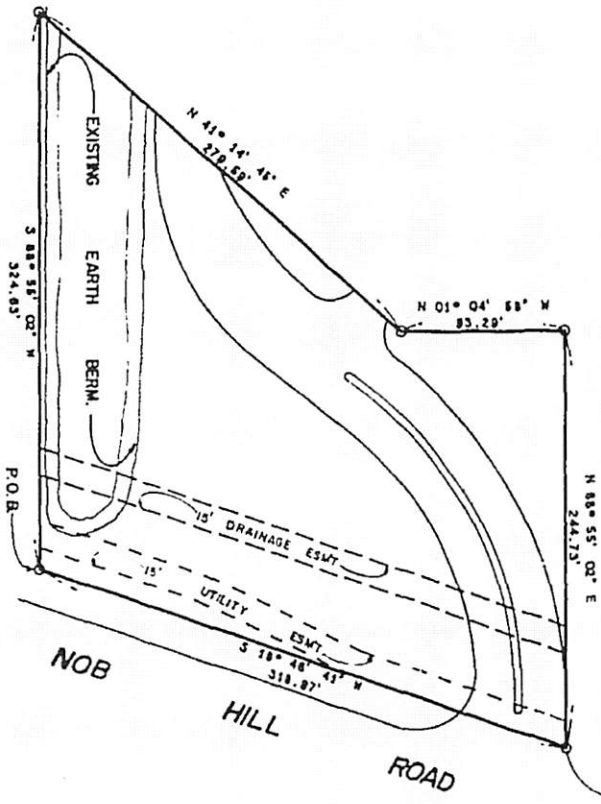


OFF REC 10154 PAGE 733



# WINDING LAKE AT WELLEBY, A CONDOMINIUM

PHASE IV  
(PROPOSED.)



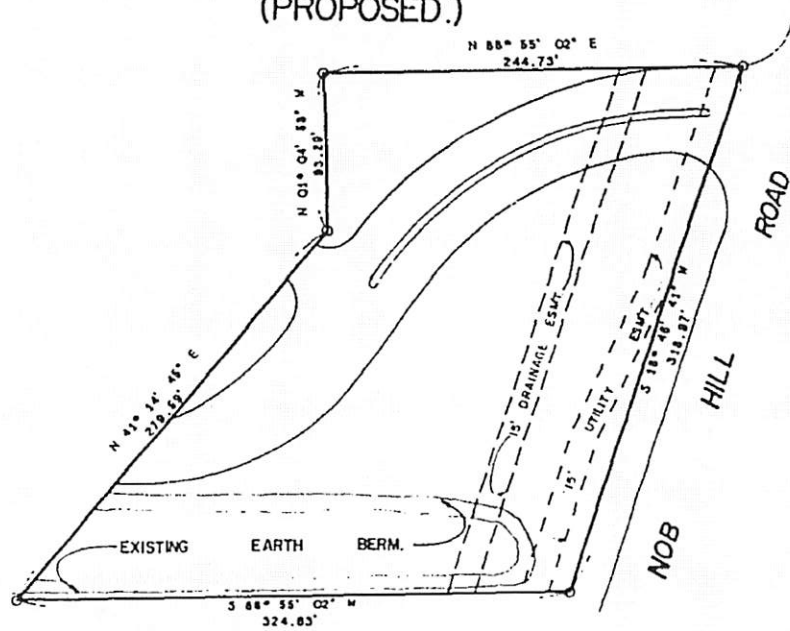
PREPARED BY: CRAIG A. SMITH & ASSOCIATES, CONSULTING ENGINEERS & SURVEYORS, CORAL SPRINGS, FLORIDA. DATE: OCTOBER, 1981.

EXHIBIT " B "  
SHEET 37 OF 39 SHEETS

PROJECT NO. 81-009



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



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

EXHIBIT " B "  
SHEET 39 OF 39 SHEETS

PROJECT NO. 81-009

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

A. When only Phase I is completed: Each Unit shall have a 1/100th share of the Common Elements and Common Surplus and shall be obligated for 1/100th of the Common Expenses.

B. If Phase I and proposed Phase II are completed: Each Unit shall have a 1/220th share of the Common Elements and Common Surplus and shall be obligated for 1/220th of the Common Expenses.

C. If Phase I and proposed Phases II and III are completed: Each Unit shall have a 1/316th share of the Common Elements and Common Surplus and shall be obligated for 1/316th of the Common Expenses.

D. If all four Phases are completed: Each Unit shall have a 1/420th share of the Common Elements and Common Surplus and shall be obligated for 1/420th of the Common Expenses.

# State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of WINDING LAKE AT WELLEBY CONDOMINIUM ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on December 15, 1981, as shown by the records of this office.

The charter number for this corporation is 761130.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
17th day of December, 1981.



CFR 101 Rev. 12-80

George Firestone  
Secretary of State

OFF 10154 PAGE 738

ARTICLES OF INCORPORATION

OF

WINDING LAKE AT WELLEBY CONDOMINIUM ASSOCIATION, INC.

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

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

ARTICLE I

Name of Corporation

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

ARTICLE II

General

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

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

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

ARTICLE III

Powers

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

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

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

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

ARTICLE IV

Members

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

EXHIBIT "D"

REF 10154 PAGE 739

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

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

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

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

#### ARTICLE V

##### Directors

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE VI

##### Officers

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

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

#### ARTICLE VII

##### Indemnification

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

#### ARTICLE VIII

##### By-Laws

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

Section 1. Notice: Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

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



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

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

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

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

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

#### ARTICLE IX

##### Amendments

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

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

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

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

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

REF 10154 PAGE 742

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

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

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

ARTICLE X

Term

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

ARTICLE XI

Subscribers

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

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


ARTICLE XII

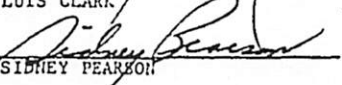
Resident Agent

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


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

  
ERIC LEVIN

  
LUIS CLARK

  
SIDNEY PEARSON

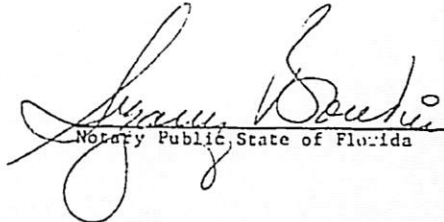
Having been named to accept service of process for the above stated Corporation, at the place designated in this Certificate, I hereby accept to act in this capacity and agree to comply with the provisions of said act relative to keeping open said office.

  
ERIC LEVIN  
Resident Agent

STATE OF FLORIDA )  
COUNTY OF BROWARD )ss:

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

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

  
Notary Public, State of Florida

My Commission Expires:

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

Legal Description of Phase I

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

COMMENCE at the Southeast corner of said plat; thence South  $88^{\circ} 55' 02''$  West along the southerly boundary of said plat, 324.63 feet to the POINT OF BEGINNING; thence South  $88^{\circ} 55' 02''$  West, 760.31 feet; thence North  $01^{\circ} 04' 58''$  West, 77.89 feet; thence South  $69^{\circ} 22' 45''$  West, 274.99 feet; thence North  $00^{\circ} 37' 15''$  West, 276.33 feet; thence North  $89^{\circ} 22' 45''$  East, 46.65 feet; thence North  $00^{\circ} 37' 15''$  West, 159.67 feet; thence North  $89^{\circ} 22' 45''$  East, 135.57 feet; thence South  $08^{\circ} 40' 56''$  East, 322.04 feet; thence North  $88^{\circ} 55' 02''$  East, 106.50 feet; thence South  $52^{\circ} 13' 22''$  East, 137.26 feet; thence North  $68^{\circ} 43' 58''$  East, 293.90 feet; thence North  $01^{\circ} 04' 58''$  West, 89.30 feet; thence North  $88^{\circ} 55' 02''$  East, 506.01 feet; thence South  $01^{\circ} 04' 58''$  East, 93.29 feet; thence South  $41^{\circ} 14' 45''$  West, 279.59 feet to the POINT OF BEGINNING.

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

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

OFF  
REC 10154 PAGE 745

Exhibit "A"

BY-LAWS

OF

WINDING LAKE AT WELLEBY CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

General

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

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

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

ARTICLE II

Directors

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

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

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

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

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

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

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

Eric Levin

Sidney Pearson

Luis Clark

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G. To collect delinquent assessments by suit or otherwise.

H. To abate nuisances.

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

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

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

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

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

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

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

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

Section 10. Meetings.

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

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 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, 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.

### ARTICLE III

#### Officers

Section 1. Elective Offices. The officers of the Association shall be Unit Owners who have been elected by the Directors at the Directors' first meeting. 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 secretaries, 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.

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. 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 units in the Condominium. 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.

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 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. If a Condominium Unit is owned by a corporation, the officer or employees thereof entitled to cast the vote of the Unit for the Corporation shall be designated in a certificate signed by the president or vice president, attested to by the secretary or assistant secretary of the corporation, and 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.

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 on the first day of the month following the month in which Unit Owners, other than the Developer, are entitled to elect not less than one-third (1/3) of the members of the Board of Administration as provided for in Article II of these By-Laws, or such earlier date as is designated by the Developer.

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 a legal holiday, then it shall be held 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 as 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 one-fourth (1/4th) 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.

E. When any vote is required by Unit Owners in just one Condominium (such as for election of a Resident Director), the President shall call such meeting by notifying that Condominium's Unit Owners as if it were a meeting of all members. All quorum and voting percentages and procedures provided for in these By-Laws for meeting of the entire Association membership shall apply to meetings of the owners of units in each separate Condominium.

Section 5. Quorum. Except as otherwise provided by Statute or by 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 thereat may declare that a quorum shall consist of forty (40%) percent of the Voting Members and if a quorum is not then present, then the Voting Members present shall have the power to adjourn the meeting to a later date and when it is resumed, ten (10%) percent of the Voting Members shall constitute a quorum. Any business may be transacted at the resumed meeting that could have been transacted at the meeting as originally called.

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 statutes or of the Articles of Incorporation, the Declaration 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 any Declaration of Condominium for any Winding Lake 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 be 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.

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 by 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 Association and each Winding Lake 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 of the Association. The total annual Association requirements (including the individual Condominium expenses) shall be assessed as a single sum against all condominium units and divided equally among them. Assessments shall be payable monthly in advance or 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.

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 and any property owned by the Association.

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 "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 sublease of a Condominium unit is subject to the approval of the Board of Administration, as set forth in the Declaration of Condominium.

The Association may charge a fee for the actual expenses incurred in approving the sale or lease of a Condominium Unit, which in no event shall exceed \$50.00. 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 (1979) 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 any 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.

#### 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 subject from any portion of the Condominium Property which is to be maintained by the Association or any portion of the land owned by the Association. Furthermore, no Unit Owner shall do any act which will jeopardize the safety or soundness of any building on the Condominium Property or any any land owned by the Association or which would impair any easement therein.

Section 5. Material Alterations. 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. Mortgagee 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.

Section 4. Agreement. An amendment may be adopted by an agreement executed by all members and mortgagees in the Condominium in the manner required for the execution of a Deed.



Section 5. Proviso. No amendment shall discriminate against any Unit Owner nor against any Unit or class or group of Units unless the Unit Owners so affected shall consent; and except 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 6. Recording. No amendment shall be effective until it is set forth in or annexed to a recorded amendment to the Declaration of Condominium for the Condominium.

ARTICLE XIII

MISCELLANEOUS

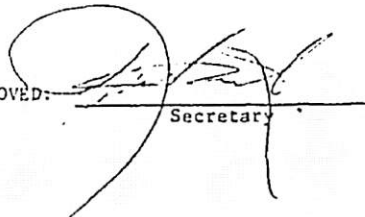
Section 1. The definitions of particular words and phrases contained in the Condominium Act (now Chapter 718, Florida Statutes 1979) or in the Declaration of Condominium shall apply to such words and phrases when used in these By-Laws.

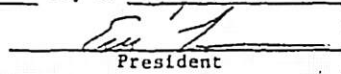
Section 2. Should any provisions of these By-Laws be void or unenforceable in law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

Section 3. Any lien or other encumbrance upon or against a condominium unit or parcel in favor of the Association is hereby 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 at WELLEBY CONDOMINIUM ASSOCIATION, INC., this 5 day of April, 1981.

APPROVED:

  
Secretary

  
President

REC 10154 PAGE 758

Legal Description of Phase I

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

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

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

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

REF 10154 PAGE 759

PROPOSED LEGAL DESCRIPTION OF  
PROPOSED PHASE II

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

COMMENCE at the Southeast corner of said plat; thence South 88° 55' 02" West, 1084.94 feet; thence North 01° 04' 58" West, 77.89 feet; thence South 89° 22' 45" West, 274.99 feet to the POINT OF BEGINNING (the preceding three (3) courses and distances being coincident with the southerly boundary of said plat); thence South 89° 22' 45" West, 668.65 feet; thence North 00° 37' 15" West, 422.63 feet; thence North 89° 22' 45" East, 400.00 feet; thence North 81° 35' 36" East, 98.73 feet; thence North 89° 22' 45" East, 166.85 feet; thence South 00° 37' 15" East, 159.67 feet; thence North 89° 22' 45" East, 3.98 feet; thence South 00° 37' 15" East, 276.33 feet to the POINT OF BEGINNING.

Said lands lying in the City of Sunrise, Broward County, Florida, containing 6.54 acres more or less.

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

REF 10154 PAGE 760

EXHIBIT "F" TO DECLARATION OF CONDOMINIUM

PROPOSED LEGAL DESCRIPTION OF  
PROPOSED PHASE III

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

COMMENCE at the Southeast corner of said plat; thence North 18° 46' 41" East along the West right-of-way line of Nob Hill Road, 318.97 feet; thence South 88° 55' 02" West along the northerly boundary of said plat, 750.74 feet to the POINT OF BEGINNING; thence South 01° 04' 58" East, 89.30 feet; thence South 68° 43' 58" West, 293.90 feet; thence North 52° 13' 22" West, 137.26 feet; thence South 88° 55' 02" West, 106.50 feet; thence North 08° 40' 56" West, 322.04 feet; thence South 89° 22' 45" West, 135.57 feet; thence South 00° 37' 15" East, 159.67 feet; thence South 89° 22' 45" West, 50.62 feet; thence North 00° 37' 15" West, 473.67 feet; thence North 89° 22' 45" East, 539.58 feet; thence South 22° 46' 38" West, 333.65 feet; thence southerly along the arc of a tangent curve, being concave to the East, having a radius of 100.00 feet, a delta of 75° 00' 00", an arc distance of 130.90 feet; thence tangent to said curve South 52° 13' 22" East, 127.80 feet; thence easterly along the arc of a tangent curve, being concave to the North, having a radius of 100.00 feet, a delta of 38° 51' 36", an arc distance of 67.82 feet; thence tangent to said curve North 88° 55' 02" East, 119.91 feet to the POINT OF BEGINNING.

Said lands lying in the City of Sunrise, Broward County, Florida, containing 6.34 acres more or less.

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

OFF 10154 PAGE 761

EXHIBIT "G" TO DECLARATION OF CONDOMINIUM

PROPOSED LEGAL DESCRIPTION OF  
PROPOSED PHASE IV

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

COMMENCE at the Southeast corner of said plat; thence South 88° 55' 02" West, 1084.94 feet; thence North 01° 04' 58" West, 77.89 feet; thence South 89° 22' 45" West, 943.64 feet; thence North 00° 37' 15" West, 422.63 feet to the POINT OF BEGINNING (the preceding four (4) courses and distances being coincident with the southerly and westerly boundary of said plat); thence North 00° 37' 15" West, 327.38 feet; thence North 89° 22' 45" East, 664.67 feet; thence South 00° 37' 15" East, 314.00 feet; thence South 89° 22' 45" West, 166.85 feet; thence South 81° 35' 36" West, 98.73 feet; thence South 89° 22' 45" West, 400.00 feet to the POINT OF BEGINNING.

TOGETHER WITH:

The following described parcel:

BEGIN at the Southeast corner of said plat; thence South 88° 55' 02" West, 324.63 feet; thence North 41° 14' 45" East, 279.59 feet; thence North 01° 04' 58" West, 93.29 feet; thence North 88° 55' 02" East, 244.73 feet; thence South 18° 46' 41" West, 318.97 feet to the POINT OF BEGINNING.

Said lands lying in the City of Sunrise, Broward County, Florida, containing 6.688 acres more or less.

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

EXHIBIT "H" TO DECLARATION OF CONDOMINIUM

REF 10154 PAGE 762

EASEMENT AND JOINT USE AGREEMENT

THIS AGREEMENT made and entered into this 5 day of APRIL, 1981, by DCA AT WELLEBY, INC., a Florida corporation (hereinafter referred to as "DCA");

WITNESSETH:

WHEREAS, DCA is the owner of that certain real property described on Exhibit "A" attached hereto; and

WHEREAS, DCA has the option to acquire that certain real property described on Exhibit "B" attached hereto (the real property described on Exhibit "A" and Exhibit "B" is sometimes hereafter referred to collectively as the "Property"); and

WHEREAS, DCA intends to improve the Property in accordance with an overall plan of development which provides for the construction of residential condominiums or other condominiums not connected with WINDING LAKE AT WELLEBY, single-family homes, rental buildings, or any other use approved by Governmental authority ("Residential Units"), and recreational facilities, all of which will have a unified plan of use, roadways, parking, walkways and landscaping, and the common roadways and recreational areas (as hereinafter described); and

WHEREAS, DCA shall submit some or all of the property to condominium ownership and that portion not submitted to condominium ownership shall be utilized for Residential Units; and

WHEREAS, the real property described on Exhibit "A" shall be submitted to condominium ownership as WINDING LAKE AT WELLEBY, a Condominium (the "Condominium") and upon which will be located a swimming pool and cabana facilities (in addition to the residential structures). On the property described on Exhibit "B" may be constructed two tennis courts (in addition to the residential structures planned thereon); and

WHEREAS, DCA desires that all owners and/or residents of any buildings located upon the Property shall be entitled to use those portions of the Property which are the common roadways, the swimming pool, cabana area and the tennis courts (the "Common Areas"), and to provide that the owners of the Property, as they may from time to time exist, shall contribute to the cost of maintenance as provided for herein; and

WHEREAS, WINDING LAKE AT WELLEBY CONDOMINIUM ASSOCIATION, INC. (the "Condominium Association") has been created to manage the Condominium and will be the entity responsible for the collection of assessments against all owners of the Property as they may from time to time exist (whether condominium unit owners or DCA or assignee's of DCA). In addition, it shall manage the Common Areas in accordance with the provisions of this Agreement;

NOW, THEREFORE, it is agreed as follows:

1. For purposes of this Agreement, the portion of the Property which shall from time to time be submitted to condominium ownership shall be referred to as the "Condominium Portion," and the portion of the Property not submitted to condominium ownership shall be referred to as the "Residential Portion."

2. DCA hereby reserves unto itself, its successors and assigns, and grants to all future owners or residents of any part of the Property which is owned by DCA or which it may acquire in the future (by virtue of its exercise of its option on the real property described on Exhibit "B"),

EXHIBIT "I"

and to all of such parties' tenants, guests, invitees, licensees, successors and assigns, the following:

A. A perpetual, non-exclusive easement for pedestrian and vehicular traffic for ingress and egress to and from any portion of the Property to and from any other portion of the Property, to and from any dedicated streets or roadways and to or from the swimming pool, cabana area and tennis courts which may, from time to time, be constructed upon either the Condominium Portion or the Residential Portion. This easement shall run over and across all of the roadways and paved surfaces on the Property which are intended for such use, as they may from time to time exist.

B. An easement to use the pool, cabana area, and tennis courts and any guest parking spaces which may be reserved for such areas.

3. The Condominium Association shall from time to time establish minimum maintenance requirements and minimum insurance requirements for the Common Areas. At such time as said requirements are established, any person or entity whose real property is subject to the provisions of this Agreement will be advised in writing of same.

4. The owner of each dwelling unit (both condominium and Residential Units) shall pay its prorata share as hereinafter defined of the expenses of maintaining and insuring the Common Areas. The obligation of the dwelling units of each building located on the Condominium Portion shall commence on the date that the first condominium unit in such building is sold by DCA to a condominium unit owner. The obligation of the dwelling units located on the Residential Portion of the Property shall commence as to each unit as of the date it is first occupied by a tenant or a resident. The obligation provided for herein shall commence on the first day of the first full month after occupancy or closing as the case may be.

5. Each dwelling unit's proportionate share of the cost of maintenance and insurance of the Common Areas shall be determined by a fraction, the numerator of which is the total estimated amount of maintenance determined by the Condominium Association, and the denominator of which is the total number of dwelling units obligated for their prorata share as hereinabove provided.

6. The Condominium Association shall annually on February 1st of each and every year prepare a budget in accordance with sound accounting procedures estimating the anticipated expenses of maintaining and insuring the Common Areas. Copies of the budget shall be provided to all persons and/or entities subject to same (tenants of the Residential Units shall not be entitled to receive a copy of same from the Association). Each dwelling unit shall then pay its prorata share monthly to the Condominium Association.

7. The Condominium Association shall perform all maintenance required on the Common Areas and shall obtain all insurance. The policies of insurance shall name all parties subject hereto (the Condominium Association on behalf of its unit owners, and the owners of the Residential Portion but not their tenants), as additional insureds. Should any party desire insurance in amounts over and above the limits of insurance selected by the Association, they shall be free to do so at their own expense.

The books and records of the Condominium Association in connection with its obligations hereunder shall be open to all parties for their reasonable inspection, copying and audit.

8. In the event the Association needs any sums not provided for in its budget for purposes of obtaining insurance policies (where such

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companies require the payment of premiums in advance), or for repaving or resurfacing of the roadways, then it shall pass a special assessment which shall be due and payable from all parties obligated therefor within thirty (30) days from the date that notice of said special assessment is delivered. Should the Association at any time desire to improve any of the Common Areas (requiring the expenditure of funds for other than normal maintenance as provided for herein), it shall then pass a special assessment. No special assessment for improvement purposes shall be valid against any owner of any Residential Portion of the Property unless such owner consents to same. The foregoing prohibition against special assessment for improvement purposes shall not be applicable in any event where the total cost of such improvement does not exceed the sum of \$2,500.00.

9. The Condominium Association shall have a lien against all the Property of a delinquent owner for any sums together with interest thereon at the rate of fifteen (15%) per cent per annum, attorneys' fees and the cost of collection, if any, which may be due and owing by virtue of the terms of this Agreement, and which are not fully paid within fifteen (15) days from their due date. Such liens shall be effective from and after the time it is placed among the Public Records of Broward County, Florida, and may be enforced and foreclosed in the same manner as all other liens for work, material and labor, as provided for by the Florida Statutes.

The Condominium Association and all parties subject to the provisions of this Agreement shall be entitled to all of the remedies provided for by Florida Law in order to enforce the terms, provisions and covenants of this Agreement.

The prevailing party in any such litigation shall be entitled to its reasonable costs, expenses and attorneys' fees incurred thereunder.

Nothing contained herein shall prohibit or limit the right of the Condominium Association or the owners as they may exist from time to time of the Residential Portions of the Property from making reasonable rules and regulations regarding the use of the Common Areas, provided that all such rules and regulations shall apply equally to all occupants of the Property.

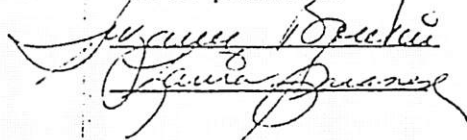
10. The terms and provisions of this Agreement shall only inure to and be effective against any portions of the Property actually acquired by DCA. At such time as all of the property is submitted to condominium ownership as part of WINDING LAKE AT WELLEBY (if that event occurs), then this Agreement shall be null and void and of no further force and effect.

11. The lien rights provided for herein shall be inferior and subordinate to any first mortgages and the rights of its holders.

12. This Agreement and all easements, licenses and use rights provided for herein, shall be deemed covenants running with the land, binding upon the undersigned, their successors and assigns.

IN WITNESS WHEREOF, the party above mentioned has caused these presents to be executed the day and year first above written.

Signed, sealed and delivered  
in the presence of:



DCA AT WELLEBY, INC.,  
a Florida corporation: (SEAL)

By: 

Attest: 


-3-



STATE OF FLORIDA )  
                          SS:  
COUNTY OF BROWARD )

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Eric Levin and Luis A. Clark as President and Secretary of DCA AT WELLEBY, INC., a Florida corporation, and who executed the foregoing instrument and acknowledged before me that they executed the same on behalf of the said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 5 day of April, 1982

  
Notary Public, State of Florida at Large.

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES 07/1985  
BONDED THRU GENERAL INS. UNDERWRITERS

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Legal Description of Phase I

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

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

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

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

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PROPOSED LEGAL DESCRIPTION OF  
PROPOSED PHASE II

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

COMMENCE at the Southeast corner of said plat; thence South 88° 55' 02" West, 1084.94 feet; thence North 01° 04' 58" West, 77.89 feet; thence South 89° 22' 45" West, 274.99 feet to the POINT OF BEGINNING (the preceding three (3) courses and distances being coincident with the southerly boundary of said plat); thence South 89° 22' 45" West, 668.65 feet; thence North 00° 37' 15" West, 422.63 feet; thence North 89° 22' 45" East, 400.00 feet; thence North 81° 35' 36" East, 98.73 feet; thence North 89° 22' 45" East, 166.85 feet; thence South 00° 37' 15" East, 159.67 feet; thence North 89° 22' 45" East, 3.98 feet; thence South 00° 37' 15" East, 276.33 feet to the POINT OF BEGINNING.

Said lands lying in the City of Sunrise, Broward County, Florida, containing 6.54 acres more or less.

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

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PROPOSED LEGAL DESCRIPTION OF  
PROPOSED PHASE III

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

COMMENCE at the Southeast corner of said plat; thence North  $18^{\circ} 46' 41''$  East along the West right-of-way line of Nob Hill Road, 318.97 feet; thence South  $88^{\circ} 55' 02''$  West along the northerly boundary of said plat, 750.74 feet to the POINT OF BEGINNING; thence South  $01^{\circ} 04' 58''$  East, 89.30 feet; thence South  $68^{\circ} 43' 58''$  West, 293.90 feet; thence North  $52^{\circ} 13' 22''$  West, 137.26 feet; thence South  $88^{\circ} 55' 02''$  West, 106.50 feet; thence North  $08^{\circ} 40' 56''$  West, 322.04 feet; thence South  $89^{\circ} 22' 45''$  West, 135.57 feet; thence South  $00^{\circ} 37' 15''$  East, 159.67 feet; thence South  $89^{\circ} 22' 45''$  West, 50.62 feet; thence North  $00^{\circ} 37' 15''$  West, 473.67 feet; thence North  $89^{\circ} 22' 45''$  East, 539.58 feet; thence South  $22^{\circ} 46' 38''$  West, 333.65 feet; thence southerly along the arc of a tangent curve, being concave to the East, having a radius of 100.00 feet, a delta of  $75^{\circ} 00' 00''$ , an arc distance of 130.90 feet; thence tangent to said curve South  $52^{\circ} 13' 22''$  East, 127.80 feet; thence easterly along the arc of a tangent curve, being concave to the North, having a radius of 100.00 feet, a delta of  $38^{\circ} 51' 36''$ , an arc distance of 67.82 feet; thence tangent to said curve North  $88^{\circ} 55' 02''$  East, 119.91 feet to the POINT OF BEGINNING.

Said lands lying in the City of Sunrise, Broward County, Florida, containing 6.34 acres more or less.

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

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PROPOSED LEGAL DESCRIPTION OF  
PROPOSED PHASE IV

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

COMMENCE at the Southeast corner of said plat; thence South 88° 55' 02" West, 1084.94 feet; thence North 01° 04' 58" West, 77.89 feet; thence South 89° 22' 45" West, 943.64 feet; thence North 00° 37' 15" West, 422.63 feet to the POINT OF BEGINNING (the preceeding four (4) courses and distances being coincident with the southerly and westerly boundary of said plat); thence North 00° 37' 15" West, 327.38 feet; thence North 89° 22' 45" East, 664.67 feet; thence South 00° 37' 15" East, 314.00 feet; thence South 89° 22' 45" West, 166.85 feet; thence South 81° 35' 36" West, 98.73 feet; thence South 89° 22' 45" West, 400.00 feet to the POINT OF BEGINNING.

TOGETHER WITH:

The following described parcel:

BEGIN at the Southeast corner of said plat; thence South 88° 55' 02" West, 324.63 feet; thence North 41° 14' 45" East, 279.59 feet; thence North 01° 04' 58" West, 93.29 feet; thence North 88° 55' 02" East, 244.73 feet; thence South 18° 46' 41" West, 318.97 feet to the POINT OF BEGINNING.

Said lands lying in the City of Sunrise, Broward County, Florida, containing 6.688 acres more or less.

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
**GRAHAM W. WATT**  
COUNTY ADMINISTRATOR

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

EXHIBIT "B", PAGE 3

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