13121 FG 2598

STATE OF FLORIDA) SS COUNTY OF DADE)

BEFORE the undersigned authority, a Notary Public, personally appeared for the formulation of Centex Homes of Florida, Inc., a Nevada corporation, who acknowledged before me that he, as an officer of said Corporation, executed the above and foregoing Declaration of Condominium for the uses and purposes therein expressed, and that he was authorized by said Centex Homes of Florida, Inc. to execute said Declaration, and that the said Declaration is the act and deed of said Corporation, and that he affixed the corporate seal of said Corporation to said Declaration.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at said County and State, this // day of day of

Notary Public, State of Florida at Large

My Commission Expires:

MOTARY PUBLIC STATE OF FENCION MY COMMISSION FAP. MAY 25,1059 111. BONDED THRU SENERAL INS. 430.

間 13121 〒 2599 WESTWIND LAKES FOURPLEX CONDOMINIUM PHASE 2

LEGAL DESCRIPTION

A portion of Tract "A-A" of "AMENDED PLAT OF WESTWIND LAKES FOURPLEX", according to the plat thereof, recorded in Plat Book 130, at Page 32, of the Public Records of Dade County, Florida, lying in Section 28, Township 54 South, Range 39 East, Dade County, Florida, being more particularly described as follows:

COMMENCE at the most Southerly corner of said Tract "A-A", thence N32~38'08"W along the Westerly line of said Tract "A-A", for 50.00 feet to a point on a circular curve constant. to a point on a circular curve concave to the Northwest, bearing N32^38'08"W from said point; thence Northeasterly, the center bearing N32^38'08"W from said point; thence Northeasterly, along said curve to the left, having for its elements a central angle of 93^36'00", a radius of 75.00 feet, for an arc distance of 122.52 feet to a point of tangency; thence N36^14'08"W for 169.76 feet to the POINT OF BEGINNING; thence continue N36^14'08"W for 116.05 feet to a point of curvature; thence Northerly, along a circular curve to the right, having for its elements a central angle of 34^00'00", a radius of 475.00 feet, for an arc distance of 281.87 feet to a point of tangency; thence N02^14^08"W for 30.82 feet; thence N87^45'52"E for 104.67 feet; thence N02^14'08"W for 108.09 feet; thence N87^45'52"E for 76.56 feet to a point of curvature; thence Northeasterly, along a circular curve to the left, having for its elements a central curvature; thence Northeasterly, along a circular curve to the left, having for its elements a central angle of 32 29 '03", a radius of 75.00 feet, for an arc distance of 42.52 feet to a point of tangency; thence N55 16 '49"E for 115.47 feet to a point on a curve concave to the Northeast, the center bearing N58 44 '07 E from said point; thence Southeasterly, along said curve, to the left, having for its elements a central angle of 1 04 '07", a radius of 1181 00 feet for an architecture. central angle of 1°04'07". a radius of 1181.00 feet, for an arc distance of 22.03 feet; thence S55°16'49"W for 107.79 feet to a point of curvature; thence Southerly, along a circular curve to the left, having for its elements a central angle of 88°28'48", a radius of 15.00 feet, for an arc distance of 23.16 feet; thence S34°53'52"E for 77.24 feet; thence S37^04'57"E for 59.91 feet; thence S48-12'00"W for 42.45 feet; thence S31°53'21"W for 21.36 feet; thence S48°12'00"W for thence S36°14'08"E for 98.13 feet; thence S51°34'57"E for thence S53°45'52"W for 103.09 feet; thence S46°05'41"W for thence S53°45'52"W for 104.67 feet to the POINT OF BEGINNING. 69.69 feet; 92.29 feet; for 24.22 feet;

LESS

COMMENCE at the most Southerly corner of said Tract "A-A"; thence N32~38'08"W along the Westerly line of said Tract "A-A", for 50.00 feet to a point on a circular curve concave to the Northwest, the center bearing N32~38'08"W from said point; thence Northeasterly, along said curve to the left, having for its elements a central angle of 93 36 00", a radius of 75.00 feet, for an arc distance of 122.52 feet to a point of tangency; thence N36-14'08"W for 285.81 feet to a point of curvature; thence Northerly, along a circular curve to the right, having for its elements a central angle of 34-00'00", a radius of 475.00 feet, for an arc distance of 281.87 feet to a point of tangency; thence N02-14-08"W for 30.82 feet; thence N87-45'52"E for 128.67 feet to the POINT OF BEGINNING; thence N02-14'08"W for 71.09 feet to a point of curvature; thence Northeasterly, along a circular curve to the right, having for its elements a central angle of 90°00'00", a radius of 15.00 feet, for an arc distance of 23.56 feet to a point of tangency; thence N87°45'52"E for 52.93 feet to a point of curvature; thence Easterly, along a circular curve to the right, having for its elements a central angle of 59°22'14", a radius of 15.00 feet, thence S33°37'30"E for 35.21 feet; thence S55°24'00"W for 18.00 feet; thence S85°18'32"W for 18.40 feet; for an arc distance of 15.54 feet; thence S34~36'00"E for 40.98 feet; thence S71~41'56"W for 91.07 feet; thence N02^14'08"W for 21.58 feet to the POINT OF BEGINNING, containing a total of 2.14 acres, more or less.

XTC:\SYMPH\DATA\7872P004.WR1

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



LUDOVICI 8

CONSULTING ENGINEERS INC. Prof. Homes

320 PALERMO AVENUE. CORAL GABLES, FLORIDA 33134 FOURPLEX CONCOMINIUM EXHIBIT "A"

Dele111/25/86 DRANGE Proj. No. 178-72 P Checked

WESTWIND LAKES PHASE 2



Bepartment of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of WESTWIND LAKES GARDEN HOMES CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on October 13, 1986, as shown by the records of this office.

The document number of this corporation is N17289.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the day of

15th

October, 1986.



CB2E022 (10-85)

George Firestone Secretary of State

EXHIBIT "B"

Met 13121 FG 2601

CHARTER

OF

WESTWIND LAKES GARDEN HOMES CONDOMINIUM ASSOCIATION, INC.

ARTICLES OF INCORPORATION

ARTICLE I

The name of the Corporation is Westwind Lakes Garden Homes Condominium Association, Inc.

ARTICLE 11

Said Corporation is incorporated as a Corporation not for profit under the provisions of Chapter 617, Florida Statutes, as amended.

ARTICLE III

The name and address of the Registered Agent is C.T. Corporation Systems, 8751 West Broward Boulevard, Plantation, Florida 33324, who is authorized to accept service of process within this State upon the Corporation.

ARTICLE IV

The purpose for which this Corporation is organized is for the operation of Westwind Lakes Garden Homes Condominium.

ARTICLE V

The Members of this Corporation shall consist of all of the record Owners of the Condominium Parcels in the Condominium. The Owner of a Condominium Parcel in the Condominium shall automatically be and become a Member of this Corporation. The share of a Member in the funds and assets of this Corporation cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Condominium Parcel. A Member will be entitled to one (1) vote for each Condominium Parcel owned by him. Voting may be in person or by written proxy and a corporation may hold membership and may vote through an authorized officer or by written proxy. Membership in this Corporation shall cease and terminate upon the sale, transfer or disposition of the Member's Condominium Parcel.

ARTICLE VI

The term for which this Corporation is to exist is perpetual unless the Condominium is terminated pursuant to the provisions of the Declaration of Condominium, or Section 718.117, Florida Statutes, and in the event of such termination this Corporation shall be dissolved pursuant to Chapter 617.05, Florida Statutes, as amended, or other applicable dissolution statute existing at the time of dissolution, though subject to the provisions of Article XVII of said Declaration of Condominium.

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ARTICLE VII

The affairs of the Corporation are to be managed by the following Officers:

President Vice President Secretary Treasurer

who shall be elected from time to time in the manner set forth in the By-Laws adopted by the Corporation.

ARTICLE VIII

The Officers who are to serve until the first election of the Directors are as follows:

President - Robert Fogarty
Vice President - Alton Dwyer
Secretary - Ken Tressler
Treasurer - Ken Tressler

ARTICLE IX

(A) This Corporation shall be governed by a Board of Directors consisting of not less than three (3) persons and not more than fifteen (15) persons, and the names and addresses of the persons who are to serve as Directors until the first annual meeting of the Members are as follows:

Names	Addresses
Robert Fogarty	4740 N. State Road 7 Suite 108
	Ft. Lauderdale, Florida 33319
Alton Dwyer	4740 N. State Road 7 Suite 108
	Ft. Lauderdale, Florida 33319
Ken Tressler	4740 N. State Road 7 Suite 108
	Ft. Lauderdale, Florida 33319

- (B) Until such time as the Developer, CENTEX HOMES ENTER-PRISES, INC., a Nevada corporation, (the "Developer") as the Developer of the Condominium Property, its successors and assigns, shall have deeded all of the Condominium Parcels, or until the Developer elects to terminate its control of this Corporation, the Developer shall have the right (a) to elect all of the Directors of this Corporation, which Directors need not be residents of the Condominium, nor Owners of a Condominium Parcel, nor Members of this Corporation, and (b) to fill vacancies in the Board of Directors. Vacancies in the Board of Directors resulting from Developer's decision to terminate control of this Corporation or because Developer has deeded all of the Condominium Parcels shall be filled for the unexpired term by the remaining Directors at any regular or special Directors' meeting.
- (C) Notwithstanding the foregoing, when Unit Owners other than the Developer own fifteen percent (15%) or more of the Units in any Condominium, the Unit Owners of all Units in the Condominium managed by this Association other than the Developer shall be entitled to elect not less than one-third of the members of the Board of Directors of the Association. After the Unit Owners have elected one-third of the Board of Directors, then the Unit Owners, other than the Developer, will thereafter be entitled to elect not

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less than a majority of the members of the Board of Directors of the Association, when the following events have occurred: (1) three (3) years after fifty percent (50%) of the Units that will ultimately be included in all of the condominiums contemplated to be developed at the Development Site (194) have been conveyed to purchasers; (2) three (3) months after ninety percent (90%) of the Units that will ultimately be included in all of the condominiums at the Development Site have been conveyed to purchaser; (3) when all of the Units that will be operated ultimately by the Association have been completed, some of them having been conveyed to purchasers, and some of the others are being offered for sale by the Developer in the ordinary course of business; or (4) 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; whichever occurs first.

(D) In calculating the number of units in the Condominium, the additional phases and the Condominium Units contained therein shall be counted only to the extent that a phase is added so as to increase the number of Condominium Units in the Condominium within ninety (90) days of such time as the number of Unit Owners in the Condominium may be equal to fifty percent (50%) or more of the Condominium Units owned other than by the Developer.

ARTICLE X

The initial By-Laws of this Corporation are those annexed to the Declaration of Condominium of Westwind Lakes Garden Homes Condominium to be made by Centex Homes Enterprises, Inc., the Developer of the Condominium, and to be recorded among the Public Records of Dade County, Florida. Such By-Laws, subject to the provisions herein and therein contained may be altered, amended, or added to in the manner provided for in said initial By-Laws or any subsequent By-Laws and in conformity with the provisions and requirements of Chapter 718, Florida Statutes.

ARTICLE XI

These Articles of Incorporation may be altered, amended, changed, or added to, or repealed, in the manner now or hereafter prescribed or by the By-Laws of this Corporation as they exist from time to time at any duly called meeting of the Members of this Corporation provided that (a) the notice of the meeting is given in the manner provided for in Article V of the initial By-Laws and it contains a full statement of the proposed alteration, amendment, change, addition, or repeal, and (b) there is an affirmative vote of sixty percent (60%) of the Members voting in person or by proxy in favor of said alteration, amendment, change, addition, or repeal, but in no event shall these Articles of Incorporation be altered, amended, changed, added to, or repealed, to impair, amend, rescind or cancel the instruments and documents referred to in Article XVI of these Articles, excepting with the consent in writing of all of the parties to any such instrument or document.

ARTICLE XII

If a Condominium Parcel is owned by more than one (1) person, the membership relating thereto shall nevertheless have only one (1) vote which shall be exercised by the Owner or person designated in writing by the Owners of that Parcel as the one entitled to cast a vote for the membership concerned.

ARTICLE XIII

This Corporation shall never have or issue shares of stock nor will it ever have or provide for non-voting membership.

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Corporation, such expense to include the cost of reasonable settlements (other than amounts paid to the Corporation itself) made with a view of curtailment of costs of litigation. The Corporation shall not, however, indemnify such Director or Officer with respect to matters as to which he shall be finally adjudged in any such action, suit or proceedings to be liable for negligence or misconduct in the performance of his duty as such Director or Officer, or in respect to any matter in which any settlement or compromise is effected if the total expense, including the cost of such settlement, shall substantially exceed the expense which might reasonably be incurred by such Director or Officer in conducting such litigation to final conclusion, and in no event shall anything herein contained be construed as authorizing this Corporation to indemnify any such Director or Officer against any liability of the Corporation to which he would otherwise be subject by reason of willful malfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his office. The foregoing right to indemnification shall be in addition to any other rights to which any such Director or Officer may be entitled as a matter of law or otherwise.

ARTICLE XVIII

When words or phrases relating to the Condominium to be created under said Declaration of Condominium are used herein or in the By-Laws of this Corporation, the meaning thereof shall be determined by the definitions and constructions placed thereon by or under Florida Statutes, Chapter 718.

ARTICLE XIX

The names and addresses of the subscribers are as follows:

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Names	Addresses
Robert Fogarty	4740 N. State Road 7 Suite 108
	Ft. Lauderdale, Florida 33319
Alton Dwyer	4740 N. State Road 7 Suite 108
	Ft. Lauderdale, Florida 33319
Ken Tressler	4740 N. State Road 7 Suite 108
	Ft. Lauderdale, Florida 33319

WE, THE UNDERSIGNED, being each of the incorporators hereinabove named, for the purpose of forming a Corporation, supra, do
hereby subscribe to this Certificate of Incorporation, and have
hereunto set our hands and seals this 9 day of perfect 1988

Len hersle iseal

REC 13121 FG 2605

STATE OF FLORIDA SS COUNTY OF DADE

BEFORE ME, the undersigned authority, this day personally appeared hobert fooders, fillow Divyer, and New TACSION who after being duly sworh according to law, depose and say that they are competent to contract and further acknowledge that they did subscribe to the foregoing Articles of Incorporation freely and voluntarily and for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Dade County, Florida, this of day of lefterman. 1986.

My Commission Expires:

George Notary Public, State of Frontida at Large

Notary Public STATE OF FLURIDA MY COMMISSION EXP. NAY 26,1989

BORDED THRU GENERAL INS. UND.

REC 13121 to 2606

C T CORPORATION SYSTEM having been designated as Registered Agent for WESTWIND LAKES GARDEN HOMES CONDOMINIUM ASSOCIATION, hereby agrees to act in this capacity, and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of the duties of a Registered Agent, and is familiar with and accepts the duties and obligations of Sections 48 091 and 607 325 Florida Statutes gations of Sections 48,091 and 607.325 Florida Statutes.

O'T CORPORATION SYSTEM

Peter F/Souza Special Assistant Secretary

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BY-LAWS

WESTWIND LAKES GARDEN HOMES CONDOMINIUM ASSOCIATION, INC.

A Non-Profit Florida Corporation

Article I

General

Section 1. The Name: The name of the Association shall be Westwind Lakes Garden Homes Condominium Association, Inc.

Section 2. Principal Office The registered office of the Association shall be at 4740 N. State Road 7, Suite 108, Ft. Lauderdale, Florida 33319, or at such other places as may be subsequently designated by the Board of Directors.

Section 3. Resident Agent: For the purpose of service of process, the Association shall designate a Resident Agent or Agents and Registered Agent which designation may be nanged from time to time, and his or their office shall be deeme! an office of the Association for the purpose of service of process.

Section 4. Definitions: As used herein the term "corporation" shall be the equivalent of "association as defined in Chapter 718, Florida Statutes; and the definitions contained in said Chapter 718 are adopted hereby by express reference as if set forth herein in haec verba.

Section 5. The purpose for which this Association is formed is for the management and maintenance of Westwind Lakes Garden Homes Condominium.

Article II

Directors

Section 1.

A. Number and Term: The number of Directors which shall constitute the whole Board shall be no less than three (3), and no more than fifteen (15). The initial Board of Directors shall serve until the first annual Meeting of the Members, which first annual Meeting shall be held the third Tuesday in October, after the filing of the initial Declaration of Condominium of a Condominium to be operated by this Association, and regular annual meetings of the Association shall be held on the third Tuesday in October of each year thereafter, or at such other time and at such place, as determined by the Board of Directors, from time to time, provided that there shall be an annual Meeting every calendar year and no later than thirteen (13) months after the last preceding annual Meeting. When the Unit Owners other than the Developer own 15% or more of the Units in any Condominium, the Unit Owners other than the Developer shall be entitled to elect not less than 1/3 of the members of the Board of Directors of the Association at any election held by the Unit Owners. The Developer shall be entitled to elect 2/3 of the Board of Directors. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors of the Association upon the happening of one of the following events, whichever shall first occur: (1) Three (3) years after 50% of the Units have been conveyed to purchasers (notwithstanding the fact that Unit Owners other than the Developer will have a majority of the votes during the above-described time period, the Developer shall be entitled to elect a majority of the Board

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of Directors during the stated time period); (2) Three (3) months after 90% of the units have been conveyed to purchasers (notwithstanding the fact that Unit Owners other than the Developer will have a majority of the votes during the time period above described, the Developer shall be entitled to elect a majority of the Board of Directors during the stated time period); (3) When all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; (4) When some of the Units have been conveyed to the purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business.

- B. In calculating the number of units in the Condominium, the additional phases and the Condominium Units contained therein shall be counted only to the extent that a phase is added so as to increase the number of Condominium Units in the Condominium within ninety (90) days of such time as the number of 'nit Owners in the Condominium may be equal to fifty percent (50% or more of the Condominium Units owned other than by the Develop
- C. The Developer is entitled to elect at least one member of the Board of Directors of the Association so long as the Developer holds for sale in the ordinary course of business at least 5% of the Units in the Condominium operated by the Association.
- D. The Directors elected by the Developer need not be residents of the Condominium nor members of this Association. Those directors elected by the members of the Association, as distinguished from those Directors elected by the Developer, shall be members of the Association. At each annual Meeting of the members, the Directors elected shall hold office in each instance until the next annual Meeting of the members or until their successors are elected and qualified.
- E. During the time the Developer is conducting an ongoing sales program, the Developer shall have access to all common areas and Units owned by the Developer. The Association shall not pass any ordinances nor impose any restrictions which would in any way serve to inhibit the Developer's sales program.
- F. After such time as control of the Association has been turned over to the Members of the Association, other than the Developer, then Directors shall be elected by the Members of the Association, but in the following manner: Directors shall be elected by ballot (unless dispensed with by unanimous consent) and by a plurality of the vote cast at the annual meeting of the Association. Each member shall be entitled to vote for as many nominees as there are vacancies to be filled. No member or owner of a unit may cast more than one (1) vote for any person nominated as a director, it being the intent hereof that voting for directors shall be noncumulative.

Section 2. Vacancy and Replacement: If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, at a meeting duly called for this purpose shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred, excepting that a vacancy on the Board by a Director or Directors elected by the Developer shall be filled by Developer if at the time such vacancy occurs, one of the contingencies referred to in the second sentence of Section 1 of this Article has not occurred. If an Association fails to fill vacancies on the Board of Directors sufficient to constitute a quorum in accordance with the By-Laws, any Unit Owner may apply to the Circuit Court within whose jurisdiction the Condominium lies for the appointment of a receiver to manage

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the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Unit Owner shall mail to the Association and post in a conspicuous place on the Condominium Property, a notice describing the intended action giving the Association the opportunity to fill the vacancies. If during which time the Association fails to fill the vacancies, the Unit Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorney's fees. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until the Association fills vacancies on the Board sufficient to constitute a quorum.

Section 3. Removal: Directors may be removed with or without cause by an affirmative vote of a majority of the Members, excepting that Directors elected by the Developer may be removed only by the Developer. No Director shall continue to serve on the Board, if, during his term of office, his membership in the Association shall be terminated for any reason whatsoever, excepting that Directors elected by the Developer need not be a Member of this Association.

Section 4. First Board of Directors: The first Board of Directors shall consist of the persons named and designated in Article Nine of the Charter and/or Articles of Incorporation of this Association, and they shall hold office and exercise all powers of the Board of Directors until the first Meeting of the Members, anything herein to the contrary notwithstanding; provided, any or all of said Directors shall be subject to replacement in the event of resignation of death as above provided.

Section 5. Powers: The property and business of the Association shall be managed by the Board of Directors, who may exercise all corporate powers not specifically prohibited by statute, the Certificate of Incorporation, or the Declaration of Condominium (the Declaration) to which these By-Laws are attached (though this designation of powers in the Board of Directors shall not prevent the said Board of Directors from delegating whatever authority and powers they may lawfully delegate through a third party manager of the building who may be employed and/or designated by the Board of Directors). The said powers shall specifically include, but not be limited to the following:

- A. This Association has been formed for the purpose of managing all of the Westwind Lakes Garden Homes Condominium and further, for the purpose of managing and maintaining all of the Common Areas of the Condominium including the parking lots, roadways, easements, lake and to carry on the management of the Condominium.
- B. To make and collect assessments and establish the time within which payment of same are due, which assessments shall include, but not be limited to, the charges and payments required to be made under the instruments and documents referred to and provided for in the Sixteenth Article of the Charter and/or Articles of Incorporation of this Association, and referred to in Paragraph (B) of Article XI of the Declaration of Condominium.
- C. To use and expend the assessments collected to maintain, care for and preserve the Units and Condominium Properties, except those portions hereof which are required to be maintained, cared for and preserved by the Unit Owners;
- D. To purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above;
- E. To enter into and upon the Units when necessary and at times that will least inconvenience the Owner in connection with such maintenance, care and preservation of the Unit;

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- F. To insure and keep insured said Condominium Properties, in the manner set forth in the Declaration, against loss from fire and/or other casualty, and the Unit Owners against Public Liability (except for fire and liability insurance on each of the individual Condominium Units for which the Unit Owner is responsible), and to purchase such other insurance as the Board of Directors may deem advisable;
- G. To collect delinquent assessments by suit or otherwise, abate nuisances and to enjoin or seek damages from the Unit Owners for violations of these By-Laws and the terms and conditions of the Declaration.
- H. To enter into such contracts with such firms, persons or corporations for the maintenance and preservation of the Condominium Properties, and to join with other condominium Corporations in contracting with the same firm, person or corporation for the maintenance, preservation and repair of the Condominium Properties;
- I. To enter into agreements and leases whereby the Association acquires the right for its Members, along with other non-Members of this Association, to use recreational and club facilities, which are not a part of the Condominium Properties and to enter into and execute the instruments and documents referred to and provided for in the Sixteenth Article of the Charter and/or Articles of Incorporation of this Association;
- J. To hire attorneys and other professionals for the purpose of bringing legal action or enforcing rights in the name of and on behalf of the individual Condominium Unit Owners where such actions and rights are common to all of the Condominium Unit Owners; and to bring such action in the name of and on behalf of the said Condominium Unit Owners;
- K. To contract, from time to time, with a third party for the management of the Condominium Properties, and to delegate to such third party as manager such powers and duties of this Association and its Officers and Directors, except such powers and duties which by law or the provisions of the Charter and/or Articles of Incorporation of this Association or the By-Laws of this Association are required to have the specific approval of the Board of Directors of Members of this Association;
- L. To enter into employment agreements with auditors, attorneys and such other persons as may be necessary for the orderly operation of the Condominium Properties, and to pay compensation to said parties, which compensation shall be a common expense under Section 3 of the Article VII hereof;
- M. To make reasonable rules and regulations for the occupancy of the Condominium Parcels;
- N. To acquire and/or rent and/or lease a Condominium Parcel in the name of the Association or a designee;
- Section 6. Compensation: Neither Directors nor Officers shall receive compensation for their services as such, unless such compensation is approved by affirmative vote of seventy-five (75%) percent of the Members present and voting in person or by proxy in favor of such compensation at a duly called Meeting of the Members.

Section 7. Meeting:

A. The first Meeting of each Board newly elected by the Members shall be held within ten (10) days of the Meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual Meeting of the Board of Directors shall be held at the same place as the

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general Members' Meeting, or at such place as may be designated by the President of the Association, or in his absence, by the Vice President.

- Special Meetings shall be held whenever called by the direction of the President or a majority of the Board. The Secretary shall give notice of each special Meeting either personally, by mail or telegram, at least three (3) days before the date of such Meeting, but the Directors may waive notice of the . calling of the Meeting.
 - C. A majority of the Board shall be necessary and sufficient at all Meetings to constitute a quorum for the transaction of business, and the act of a majority present at any Meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at the Meeting, the Directors then present may adjourn the Meeting without notice other than announcement at the Meeting until a quorum shall be present:. The provisions herein contained are subject to the provisions of Section 6 of Article V. Section 6 of Article V.
 - D. All Board of Directors Meetings shall be open to all Unit Owners. Adequate notice of all meetings shall be posted conspicuously on the condominium property at least 48 hours in advance, except in an emergency.

Section 8. Order of Business: The order of business at all Meetings of the Board shall be as follows:

- Roll Call;
- Reading of the Minutes of last Meeting; в.
- Consideration of communications; Resignations and election; c.
- Reports of Officers and employees;
- Reports of committees;
- Unfinished business; G.
- Original resolutions and new business; н.
- Adjournment.

Section 9. Annual Statement: The Board or the party employed for the management of the Condominium shall present, no less often than at the annual Meeting, a full and complete statement of the business and condition of the Association, including a report of the operating expenses of the Association and the assessments paid by each Member.

Article III

Officers

Section 1. Executive Officers: The executive officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected annually by said Board. Any two of said officers may be united in one person, except that the President shall not also be the Secretary or an Assistant Secretary of the Association. The President shall be a Director Ex Officio, of the Board. If the Board so determines, there may be more than one Vice President. All of the executive and subordinate Officers of the Association shall be Members of the Association. The executive officers of

Section 2. Subordinate Officers: The Board of Directors may appoint such other Officers and agents as they may deem necessary, who shall hold office during the pleasure of the Board of Directors, and have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Tenure of Officers; Removal: All Officers and

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agents shall be subject to removal, with or without cause, at any time by a majority vote of the entire Board of Directors. The Board may delegate powers of removal of subordinate Officers and agents to any Officer.

Section 4. The President

- A. The President shall preside at all Meetings of the Members and Directors; he shall see that all orders and resolutions of the Board and orders of the party employed for the management of the Condominium Properties are carried into effect; he shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Association; the seal, when affixed, shall be attested by the signature of the Secretary;
- B. He shall have general superintendence and direction of all the other Officers of the Association, and shall see that their duties are performed properly;
- C. He shall cause a report of the operations of the Association for each fiscal year to be submitted to the Directors whenever called for by them, and to the Members at the annual Meeting, and from time to time shall report to the Board all matters within his knowledge which the interest of the Association may require to be brought to their notice;
- D. He shall be an Ex Officio Member of all committees, and shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.
- Section 5. The Vice President: The Vice President shall be vested with all the powers, and required to perform all the duties, of the President in his absence, and such other duties as may be prescribed by the Board of Directors.

Section 6. The Secretary:

- A. The Secretary shall keep or cause to be kept the Minutes of the Members' and the Board of Directors' Meetings in one or more books provided for that purpose.
- B. He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law:
- C. He shall be custodian of the corporate records and of the seal of the Association and shall see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these By-Laws;
- D. He shall keep a register of the post office address of each Member, which will be furnished to the Secretary by such Member:
- E. In general, he shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. The Treasurer:

A. The Treasurer shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Association, and 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 of Directors;

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- B. He shall disburse or cause to be disbursed the funds of the Association as ordered by the Board to the party employed for the management of the Condominium Properties taking proper vouchers for such disbursements, and shall render or cause to be rendered to the President and Directors, at the regular Meetings of the Board, or whenever they may require it, an account of the financial condition of the Association;
- C. He may be required to give the Association a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the Association, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Association. The Association shall pay all premiums for issuance of said bond.

Section 8. Vacancies: If the office of the President, Vice President, Secretary or Treasurer becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors, by a majority vote of the whole Board of Directors, may choose a successor or successors who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 9. Resignations: Any Director or other Officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the Association, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

Section 10. Powers and Duties of Officers: The powers and duties of the Officers of this Association will be subject to the fact that such powers and duties, or some of them, may be delegated to a third party under a management agreement of the Condominium Properties, and unless delegation of such powers and duties to a third party is contrary to law, then such powers and duties so delegated will be exercised by such third party in lieu of the Officers and/or Directors of this Association.

Article IV

Membership

Section 1. Definition: Each Unit Owner shall be a Member of the Association, and membership in the Association shall be limited to Owners of Condominium Parcels. A Unit owner will cease to be a Member of the Association upon the sale, transfer or disposition of the Member's Condominium Parcel.

Section 2. Transfer of Membership and Ownership: Member-ship in the Association may be transferred only as an incident to the transfer of the transferor's Condominium Parcel, and his undivided interest in the Common Elements of the Condominium, and such transfer shall be subject to the procedures set forth in the Declaration.

Article V

Meetings of Membership

Section 1. Place: All Meetings of the Association's membership shall be held at the office of the Association in Miami, Florida or such other place and time as may be stated in a notice thereof.

Section 2. Annual Meeting:

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- A. The first annual Meeting of Members shall be held on the third Thursday in October, or at such other time, not less than annually, as determined by the Board of Directors, and as is provided for in the second sentence in Section 1 of Article II of these By-Laws.
- B. Annual Meetings subsequent to the first annual Meeting of Members shall be on the third Thursday in October of each year or as otherwise determined in accordance with Section 1 of Article II of these By-Laws.
- C. All annual Meetings shall be held at the hour of 7:00 p.m., or at such other time designated by the notice.
- D. Written notice of the annual Meeting shall be served upon or mailed to each Member entitled to vote thereat, at such address as appears on the books of the Association, at least fourteen (14) days prior to the Meeting. Such written notice shall also be posted in a conspicuous place on the condominium property at least fourteen (14) days prior to the Meeting.
- E. At the annual Meeting, the Members shall elect, by a plurality vote (cumulative voting prohibited), a Board of Directors, and transact such other business as may properly come before the Meeting, but election of the Board of Directors will be subject to the right of the Developer to elect all of the Directors as provided for in Section 1 of Article II.
- F. Directors at such Annual Meeting will be elected one (1) Director from each Condominium Building to be nominated and voted on by the Condominium Unit Owners in the said Condominium Building.

Section 3. Membership Lists: At least ten (10) days before every election of Directors by the Members, a complete list of Members entitled to vote at said election arranged numerically by apartment Units, with the residence of each shall be prepared by the Secretary or by the party employed for the management of the Condominium Properties. Such list shall be produced and kept for said ten (10) days and throughout the election at the office of the Association, and shall be open to examination by and Member throughout such time.

Section 4. Special Meetings:

- A. Special Meetings of the Members, for any purpose, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of ten percent (10%) of the total number of Members. Such request shall state the purpose or purposes of the proposed Meeting;
- B. Written notice of a special Meeting of Members, stating the time, place and object thereof, shall be served upon or mailed to each Member entitled to vote thereat, at such address as appears on the books of the Association, at least fourteen (14) days before such Meeting;
- C. Business transacted at all special Meetings shall be confined to the objects stated in the notice thereof.

Section 5. Quorum: Thirty percent (30%) of the total number of Members of the Association, present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all Meetings of the Members for the transaction of business, except as otherwise provided by statute, by the Certificate of Incorporation, or by these By-Laws. If, however, such quorum shall not be present or represented at any Meeting of the Members, the Members entitled to vote thereat, present in

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person or represented by written proxy, shall have power to adjourn the Meeting from time to time, without notice other than announcement at the Meeting, until a quorum shall be present or represented. At such adjourned Meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the Meeting originally called.

Section 6. Vote Required to Transact Business When a quorum is present at any Meeting, the vote of a majority of the Members present, in person or represented by written proxy, shall decide any question brought before the Meeting, unless the question is one upon which, by express provision of the statutes or of the Certificate of Incorporation or of these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 7. Right to Vote: Subject to the provisions of Article XIII, each Unit Owner shall be entitled to one (1) vote. At any Meeting of the Members, every Member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such Meeting or subsequent adjourned Meetings thereof.

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

Article VI

Notices

Section 1. Definition: Whenever under the provisions of the statutes or of the Certificate of Incorporation or of these By-Laws, notice is required to be given to any Director or Member, it shall not be construed to mean personal notice; but such may be given in writing by mail, by depositing the same in a post office or letter box in a postpaid, sealed wrapper, addressed as appears on the books of the Association.

Section 2. Service of Notice - Waiver: Whenever any notice is required to be given under the provisions of the statutes or of the Certificate of Incorporation or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Article VII

Finances

Section 1. Fiscal Year: The Association shall operate upon the calendar year beginning on the 1st day of January and ending on the 31st day of December of each year. The Board of Directors is expressly authorized to change from a calendar year basis to that of a fiscal year basis whenever deemed expedient for the best interests of the Association.

Section 2. Checks: All checks or demands for money and notes of the Association shall be signed by any two of the following Officers: President or Vice President, and Secretary or Treasurer, or by such Officer or such other person or persons as the Board of Directors or the party employed for the management of the Condominium Properties may from time to time designate.

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Section 3. Determination of Assessments:

- A. Adoption by Board. The Board of Directors shall from time to time, and at least annually, prepare a budget for each Condominium, (covering each applicable category specified in Section 718.504(20) of the Act) and for the Association expenses. The Budget for the Condominium will be for the actual operation of the Condominium Building, that is the maintenance of the Common Elements located on or about the Building, lighting within the Building and on the exterior but attached to the Building, hallways and other Common Elements within the Building, roofs, exterior walls and structural matters connected with the Building. The Association expenses shall include, but not limited to, administrative expenses of the Association, management and maintenance of all other areas of the Development Area including parking areas and landscaped areas even though they are part of the Common Elements of Condominiums, roadways, easement areas and the like, maintenance of the lake, management and maintenance of recreation areas and personal property.
- (i) Notice of Meeting. A copy of the proposed budget of common expenses shall be mailed to each Unit Owner not less than thirty (30) days prior to the meeting of the Board of Directors at which the budget will be considered together with a notice of that meeting indicating the time and place of such meeting. The meeting shall be open to the Unit Owners.
- (ii) Special Membership Meeting. If a budget is adopted by the Board of Directors which requires assessment against the Unit Owners in any year exceeding one hundred fifteen percent (115%) of such assessments for the preceding year, as hereinafter defined, upon written application of ten percent (10%) of the Unit Owners, a special meeting of the Unit Owners shall be held within thirty (30) days of delivery of such application to the Board of Directors or any member thereof. Each Unit Owner shall be given at least ten (10) days notice of said meeting. At the special meeting, Unit Owners shall consider and adopt a budget. The adoption of said budget shall require a vote of Owners of not less than '66-2/3% of all the Units; provided, however, that during the period that the Developer is entitled to elect a majority of the Board of Directors, any revision by the Unit Owners of the budget shall require a vote of Owners of not less than 80% of all the Units.
 - (iii) Approval by Membership. The Board of Directors may propose a budget to the Unit Owners at a Meeting of the Mem-bers or by writing and if such budget or proposed budget be approved by a majority of the Unit Owners at the meeting or by majority of all Unit Owners in writing, the budget shall be adopted.
 - (iv) Determination of Budget Amount. In determining whether a budget requires assessments against Unit Owners in any year exceeding one hundred fifteen percent (115%) of assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium Properties or in respect of anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded from such computation assessments for betterments to the Condominium Properties.
 - (v) Proviso. As long as the Developer is in control of the Board of Directors of the Association, such Board shall not impose an assessment for a year greater than one hundred fifteen percent (115%) of the prior years' assessments, as hereinafter defined, without the approval of a majority of the Unit Owners.

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- B. Adoption by the Membership. In the event that the Board of Directors shall be unable to adopt a budget for the Association in accordance with the requirements of Supparagraph A above, the Board of Directors may/call a Special Membership Meeting for the purpose of considering and adopting the budget for the Association which Meeting shall be called and held in the manner provided for such Special Membership Meetings in said Subparagraph, and such budget adopted by the membership, upon approval of the majority of the Board of Directors, shall become the budget of the Association for such year.
- C. Assessments. Assessments against the Unit Owners for their share of the items of the budget shall be made for the calendar year annually in advance on or before December 20th preceding the year for which the assessments are made. Such assessments shall be due in equal installments, payable in advance on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and monthly installments on such assessments shall be due upon each installment date until changed by an amendment assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the calendar year for which an amendment assessment is made shall be payable in as many equal installments as there are full months of the calendar year left as of the date of such amended assessment, each such monthly installment to be paid on the first day of the month, commencing the first day of the next ensuing month.
- D. Assessments for Emergencies. Assessments for common expenses or emergencies that cannot be paid from the annual assessments for common expenses shall be due only after thirty (30) days notice is given to the Unit Owners concerned, and shall be paid in such manner as the Board of Directors of the Association may require in the notice of assessment.
- E. Acceleration of Assessment Installments Upon Default. If a Unit Owner shall be in default in the payment upon an assessment, the Board of Directors may accelerate the remaining installments, to the maximum permitted by law, of the assessments upon notice to Unit Owners, and the then unpaid balance of the assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the Notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to him by certified mail or certificate of mailing, whichever shall first occur.
- F. The Board of Directors may not authorize or make any additions or capital improvements to the Condominium Properties at a cost in excess of Fifty Thousand (\$50,000.00) Dollars without first securing a sixty percent (\$60\%) vote of all Unit Owners of the Condominium after the Board of Directors have adopted a resolution recommending the same to the Unit Owners. A special meeting of those Unit Owners will be called in the same manner as a meeting of the members of the Association is called. At that meeting a vote of sixty percent (\$60\%) of the Unit Owners at the meeting called for that purpose, shall be appropriate to adopt the recommendation of the Board of Directors for the purpose of making such improvements; except that in cases of emergency, and in order to protect the Condominium Properties, the Board of Directors, may, in their sound judgment, make repairs to the Condominium Properties in excess of \$50,000.00. The Association, through its Board of Directors, shall also make and promulgate rules and regulations which need not be recorded regarding the use of the Recreational Facilities within the Development Property, the use of the parking facilities, the use of the roadways and easement areas, the use of the lake, the use

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of the swimming pool, and the same. These will be posted at the Recreation Area site and the Condominium, from time to time.

G. Upon the purchase of each Unit from the Developer, or at any time thereafter, at the request of the Board of Directors, each Unit Owner, not including the Developer, shall deposit with the managing agent of the property, or as may be otherwise directed by the Board, an amount equal to two times the monthly assessment relating to each Owner's Unit. Such amount shall be held, together with the amounts similarly deposited by the other Unit Owners, as an operating reserve for common expenses, and toward meeting deficits and for such other common purposes as the Board may deem necessary. To the extent that the said operating reserve may be depleted, or in the judgment of the Board may be inadequate, the Board may increase the same by an assessment to the members in the proportion of their share of the common expense. The said operating reserve on hand from time to time shall be deemed part of the common surplus. However, during the period of time in which the Developer is guaranteeing the Budget it may not utilize the Capital Contributions for operating deficits.

Article VIII

The proposed annual budget of the common expenses shall show the amount budgeted by accounts and expense classifications in compliance with Section 718.504(20) of the Florida Statutes.

Additionally, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts will include but will not be limited to roof replacement, building painting, and pavement resurfacing.

Article IX

Seal

The seal of the Corporation shall have inscribed thereon the name of the Association, the year of its organization, and the words "Non-Profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

Article X

Stock

This Association shall never have or issue shares of stock and/or certificates of membership, nor will it ever have or provide for non-voting membership.

Article XI

Officers and directors of the Association who control or disburse funds of the Association, in the sum of not less than \$10,000.00 shall be bonded.

There shall be voluntary binding arbitration of internal disputes arising from the operation of the condominium among unit owners, associations, their agents and assigns.

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House Rules

In addition to the provisions of these By-Laws and the Declaration, the following house rules and regulations, stogether with such additional rules and regulations as may hereafter be adopted by the Board of Directors, shall govern the use of the Units located in the Properties and the conduct of all residents thereof.

- A. Each Unit on the Condominium Properties shall be used for residential purposes, and as a single-family private dwelling for the Unit Owner and the members of his family and social guests and for no other purposes (except in accord with subparagraph (N) hereof. There are no restrictions concerning the use and occupancy of the Condominium Units by children.
- B. Unit Owners shall not permit or suffer anything to be done or kept in their Units which will increase the rate of insurance or the insurance premiums of the Condominium Properties, or which will obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable noises or otherwise; nor shall the Unit Owners commit or permit any nuisance, immoral or illegal act in or about the Condominium Properties.
- C. The use of the Unit shall be consistent, and in compliance, with existing laws, the provisions of the Declaration and these rules and regulations.
- D. Units may not be used for business use or for any commercial use whatsoever. (Except for the management of a Condominium or the Condominium Association).
- E. Common Elements shall not be obstructed, littered, defaced or misused in any manner.
- F. No structural changes or alterations shall be made in any Unit, except upon approval, in writing, of the Board of Directors and the approval of the institutional first mortgage of the institutional first mortgage, if any, encumbering said Unit.
- G. A Unit Owner may keep pets in the Unit such as parakeets, canaries, cats and dogs, but said pets shall be allowed in the Owner's Unit only if they are hand carried, caged or on a leash at all times while they are outside of the Owner's Unit and until they are beyond the Condominium Properties. The right to keep such pets by any Unit Owner may be revoked at any time by the decision of the Board of Directors in the exercise of their judgment, and in their sole discretion; and upon such revocation, the Unit Owner shall forthwith remove the pet which the Board of Directors directs the Owner to remove from the Unit. The Unit Owner will have no recourse against the Members of the Association or the Board of Directors or the Association for any decision made regarding the removal of pets from the Unit. During such time when a pet is housed in a Unit, the Owner will hold the Corporation harmless against any and all claims, debts, demands, obligations, costs and expenses, which may be sustained by or asserted against the Corporation and the Members of its Board by reason of acts of said pet committed in or about the Condominium Properties; and the Unit Owner will be responsible for the repair of all damage resulting from acts of said pet.
- H. No Unit Owner or occupant of a Unit shall post any advertisement or posters of any kind in or on the Condominium Unit or the Condominium Properties except as authorized in writing, by a majority of the Board of Directors (except for such area as specifically provided for that purpose being a bulletin board adjacent to the mailboxes).
- I. No clotheslines or similar devices shall be allowed on any portion of the Condominium Properties by any person, firm or

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corporation without a written consent of a majority of the Board of Directors; and no rugs, etc., may be dusted from the windows or terraces of the Units; and rugs, etc., may only be cleaned within the Units and not in any other portion of the Condominium Properties; and all garbage and trash shall be deposited in the designated location provided for such purposes.

- J. Owners and occupants of Units shall exercise extreme caré to minimize noises and in the use of musical instruments, radios, televisions, amplifiers or other loud speaker in said Unit so as not to disturb other persons and parties occupying Units; Owners and occupants shall keep the front doors to their Units closed to minimize noise; and they shall not play upon or permit to be operated a phonograph, radio, television set or other loud speaker in any Unit between the hours of 11:00 p.m. and the following 8:00 a.m. if the same shall disturb or annoy other occupants of the Condominium Properties.
- K. No Owner or occupant of a Unit shall install major wiring for electrical or major telephone installations, nor install any type of television antennae, or additional air-conditioning equipment, etc., except as authorized, in writing, by the Association.
- L. No Owner or occupant of a Unit shall use the outside area of a Unit or the walls around them for the drying of laundry or the airing of beddings, and shall not alter the exterior appearance of such walls or remove the same.
- M. Each Unit Owner and the occupants of a Unit shall maintain in good condition and repair, at Owner's expense, his Unit and all interior surfaces within or surrounding said Unit (such as the surfaces of the walls, ceilings, floors, including all windows, doors, sliding glass doors, interior surfaces of all walls and garden walls), whether or not part of the Unit or Common Elements, and to maintain and repair the fixtures therein and pay for electricity as is separately metered to his Unit.
- N. After approval by the Association as elsewhere required, entire Units may be rented provided the occupancy is only by the lessee, his family and guests, and provided, further, that all of the provisions of this Declaration, the Charter and By-Laws of the Association, and the rules and regulations of the Association pertaining to the use and occupancy of the leased Unit shall be applicable and enforceable against any person occupying a Unit as a tenant to the same extent as are applicable to the Owner of a Unit; and the provisions herein contained shall constitute a covenant and agreement by such tenant occupying a Unit to abide by the Rules and Regulations of the Association and the terms and By-Laws of the Association as they may exist from time to time. The Association is and will be designated as the agent of the Owner of the Unit for the purpose of and with the authority to terminate any lease covering the Unit upon the violation by the tenant of the provisions herein contained. Any such lease must be for a minimum of six (6) months, and no more than one (1) lease in any twelve (12) month period, except with approval from the Board of Directors.
- O. The parking area shall be for the exclusive use of the residents of this Condominium and of other condominiums (though not on the assigned parking spaces). This is a residential Condominium and there shall not be allowed to be parked on the parking area commercial vehicles, except vehicles such as medium size vans and/or trucks which do not exceed the size similar to that of 3/4 ton pick-up truck. Additionally, no vehicle that is not operable shall be parked in the area; no boats, trailers or other non-automobile shall be parked in the area.

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Article XIV

Default

Section 1. In the event a Unit Owner does not pay any sums, charges or assessments required to be paid to the Association within thirty (30) days from the due date, the Association, acting on its own behalf or through its Board of Directors, may enforce its lien for assessments or take such other action to recover the sums, charges or assessments to which it is entitled, in accordance with the Declaration and the statutes made and provided. If an action of foreclosure is brought against the Owner of a Unit for non-payment of monies due the Association, and as a result thereof the interest of the said Owner in and to the Unit is sold, then the Unit Owner will thereupon cease to be a Member of the Association.

Section 2. If the Association becomes the Owner of a Unit by reason of foreclosure, it shall offer said Unit for sale and at such time as a sale is consummated, it shall deduct from such proceeds all sums of money due it for assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all excenses incurred in the resale of the Unit, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the Unit in question. All monies remaining after deducting the foregoing items of expense shall be returned to the former Owner of the Unit in question.

Section 3. In the event of violation of the provisions of the Declaration, Corporate Charter or By-Laws, as the same are or may hereafter be constituted, for five (5) days after notice from the Association to the Unit Owner to correct said breach or violation, the Association, on its own behalf or by and through its Board of Directors, may bring appropriate action to enjoin such violation, the Association, or may enforce the provisions of said documents, or may sue for damages, or take such other course of action, or other legal remedy as it may deem appropriate.

Section 4. In the event resort to an attorney is made, in order to enforce any rule or regulation or cure any default, whether or not legal action is brought against a Unit Owner, then the prevailing party shall; recover all costs and reasonable attorney's fees, including those incurred at the appellate level.

Section 5. Each Unit Owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the Association and regardless of the availability of the other equally adequate legal procedures. It is the intent of all Owners of Units to give to the Association a method and procedure which will enable it at all times to operate on a businesslike basis, to collect those monies due and owing it from the Owners of the Units, and to preserve each Unit Owner's right to enjoy his Unit free from unreasonable restraint and nuisance.

Article XV

Surrender

In the event of the termination of membership, the Member or any other person or persons in possession by or through the right of the Members shall promptly quit and surrender the owned Unit to the Association in good repair, ordinary wear and tear and

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damage by fire or other casualty excepted, and the Association shall have the right to re-enter and to repossess the owned apartment. The Member, for himself and any successor in interest, by operation of law or otherwise, hereby waives any and all notice and demand for possession if such be required by the laws of Dade County, Florida, or the United States of America.

Article XVI

Joint Ownership

In the event a Unit is owned by more than one person, then all of the Owners of such Unit shall be entitled to only one (1) voice or ballot in the management of the affairs of the Association, and the vote of such Owners may not be divided between plural Owners of a single Unit. If the Owners are unable to agree upon their ballot upon any subject at any Meeting, they shall lose their right to vote on such subject; but if all of the Owners of such Unit shall not be present at the Meeting, either in person or by proxy, the one or ones so present shall cast the vote of all such Owners.

Article XVII

Miscellaneous

Section 1. The contract documents relating to the Condominium and the ownership of a Condominium Parcel therein shall include the Declaration of Condominium to which these By-Laws are attached, these By-Laws, the Charter of the Association, and the pertinent statutes from time to time pertaining thereto, all as amended from time to time in accordance with law, and each and every of the Exhibits attached to and made a part of the documents herein referred to.

Section 2. The Association shall have the power, rights and authority (including the lien rights) set forth and provided in Chapter 718, Florida Statutes, subject to any limitations thereon imposed by its Charter or these By-Laws or the Declaration of Condominium as said instruments may be effective from time to time, including any amendments thereto.

Section 3. No Unit Owner or Member, except as an Officer of this Association, shall have any authority to act for the Association or bind it.

Section 4. If any By-Law or part thereof shall be adjudged invalid, the same shall not affect the validity of any other or part thereof.

Article XVIII

Amendment

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These By-Laws may only be altered, amended or added to at any duly called Meeting of the Members, provided (1) that the notice of the Meeting shall contain a full statement of the proposed amendment; and (2) that there is an affirmative vote of sixty percent (60%) of the Members present in person or by proxy in favor of such alteration, amendment or addition to these By-Laws. No amendment to these By-Laws shall ever be adopted which would affect or impair the validity or priority of any institutional first mortgage encumbering any Condominium Parcel, nor may any amendment to these By-Laws ever be adopted, or passed, irrespective of the fact that all of the Members of the Association may be in favor of such amendment, which shall impair, alter, amend, rescind or cancel the agreements referred to in the Sixteenth Article of the Charter and/or Articles of

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Incorporation of the Association, or impair, alter, amend, rescind or cancel the lien given as security for the payment of the common expenses referred to in Section 3 of Article VII of these By-Laws. Provided, however, the documents and instruments referred to in the Sixteenth Article of the Charter and/or Articles of Incorporation may be altered, amended rescinded or canceled upon the consent in writing of all the parties to any such instrument or document.

Article XIX

Construction

, Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter singular or plural, wherever the context so requires. Roberts Rules of Order shall govern the conduct of all Meetings of the Members, excepting, however, that if any conflict exists between these By-Laws and said Roberts' Rules of Order, the provision of these By-Laws shall prevail.

The foregoing were adopted as the By-Laws of Westwind Lakes Garden Homes Condominium Association, Inc., a Florida not-for-profit corporation, under the laws of the State of Florida, at the first meeting of the Board of Directors on Directors on

WESTWIND LAKES GARDEN HOMES CONDOMINIUM ASSOCIATION, INC.

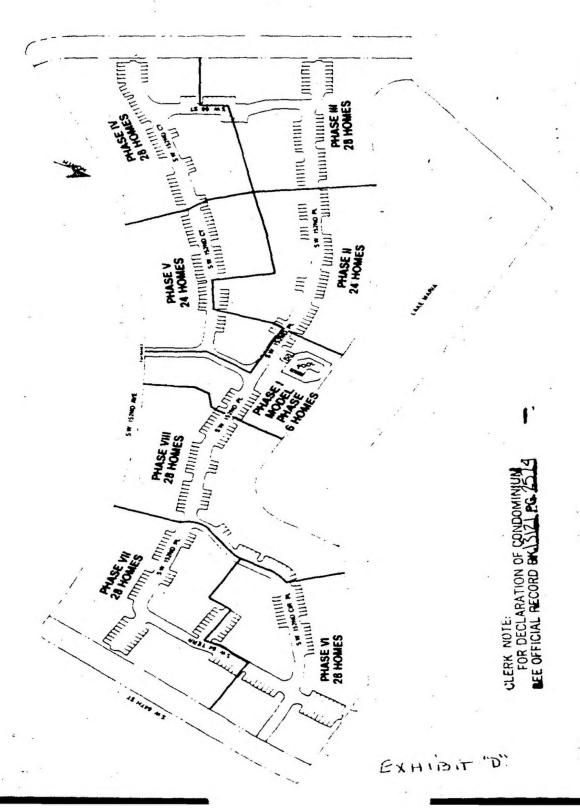
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The STATE CONTROL CONT

GENERAL NOTATIONS:

- Elevations as shown herein refer to National Geodetic Vertical Datum of 1929 and are expressed in feet.
- 2. Elevations as shown on the attached Floor Plans are average elevations to the interior undecorated finished surfaces of the floor of the Unit.
- Dimensions as shown on the attached Floor plans within the individual Units are average dimensions to the interior undecorated finished surfaces of the perimeter walls of the Unit.
- 4. Dimensions and elevations as shown herein are subject to normal construction tolerances.
- All lands and all portions of the improvements not within a Unit are parts of the Common Elements, as further defined in the referenced Declaration of Condominium. 5.
- Areas containing Conduits, Wiring, Ducts, Plumbing, Bearing Walls, Structural Supports, and other such items, regardless of location, serving a Unit or Units, or Common Elements constitute parts of the Common Elements to the exterior undecorated finished surfaces of 6. said oreas.
- All Conduits, Wiring, Ducts, Plumbing, and other such regardless of location, serving any Unit or Units, or Elements, constitute parts of the Common Elements. Common
- These Exhibits were compiled from architectural plans and data prepared by Carlos Marti. Architect, and updated by an actual field survey by this firm dated November 5, 1986, and updated December 17,

Surveyor's Certificate:

The undersigned, a surveyor, duly authorized to practice under the laws of the State of Florida, hereby certifies that: the construction of the improvements described herein is substantially complete so that this Exhibit 4D of the Declaration of Condominium of "WESTWIND LAKES FOURPLEX CONDOMINIUM PHASE 2", together with the provisions of the aforesaid Declaration of Condominium describing the Condominium Property, relating to matters of survey, is an accurate representation of the location and dimensions of the improvements, and further, that the identification, location and dimensions of the Common Elements and of each Unit can be determined from said materials LUDOVICI & DRANGE CONSULTING ENGINEERS, INC. 10 1.56 611 80 determined from said materials.

ENGINEERS, INC. TECHNINES 180

Signed this _______

__ day of

E. Neil Orange Registered Land Surveyor No.932 State of Florida

Reference in this Exhibit "D" to "Westwind Lakes Fourplex Condominium". means and is a reference to Westwind Lakes Garden Homes Condominium.

By:

GENERAL NOTES & CERTIFICATION

WESTWIND LAKES FOURPLEX CONDOMINIUM PHASE 2 - EXHIBIT

Prepared by: LUDOVICI & ORANGE CONSULTING ENGINEERS, INC. 329 Palermo Ave. Coral Gables, Fl.33134

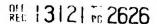
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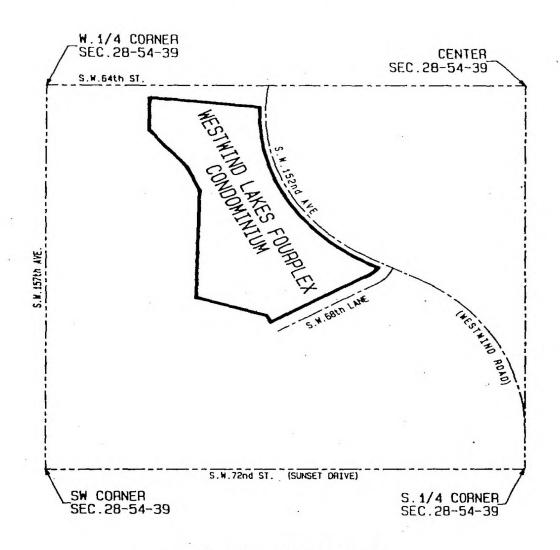
)(TATE 0F

ELECTION FER

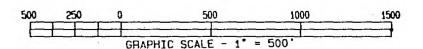
30.11.3

Project No. 78-72 P





S.W.1/4, SECTION 28, TOWNSHIP 54 SOUTH, RANGE 39 EAST, DADE COUNTY, FLORIDA



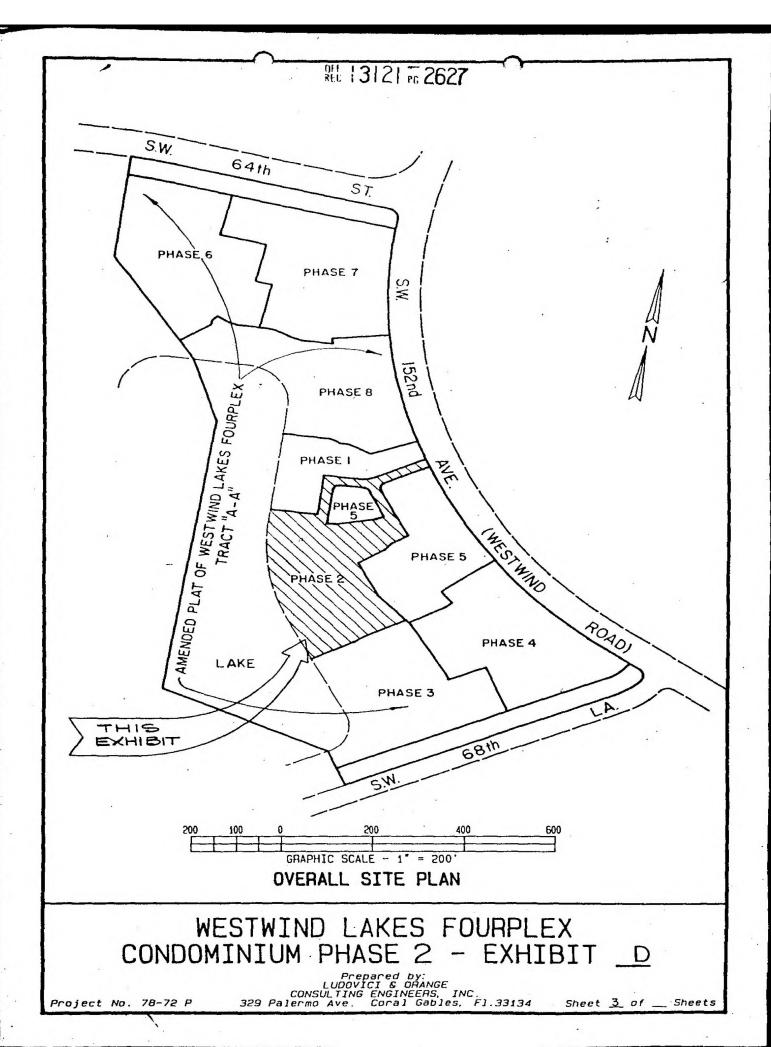
LOCATION MAP

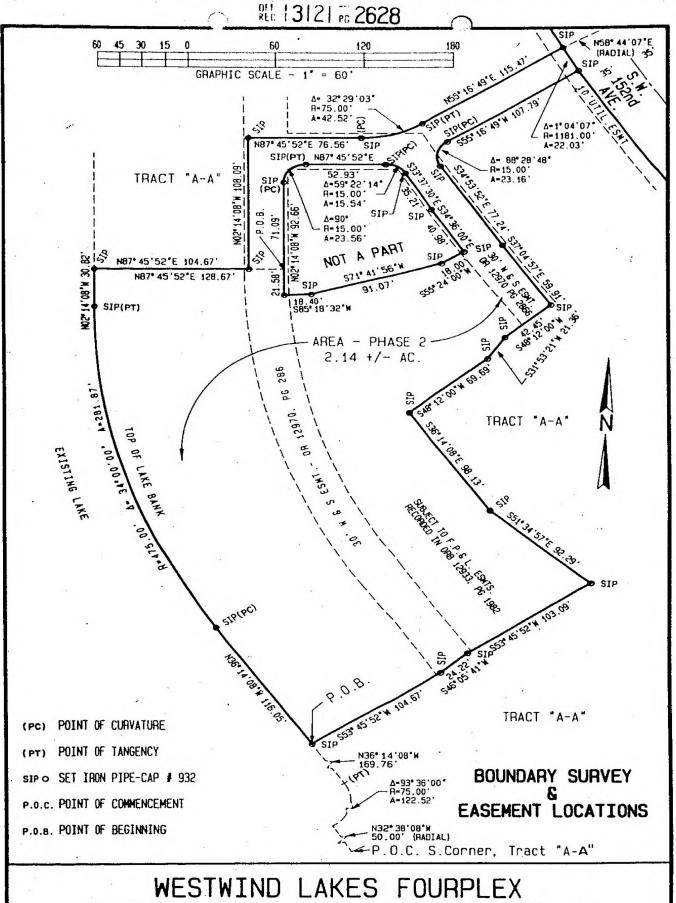
WESTWIND LAKES FOURPLEX CONDOMINIUM PHASE 2 - EXHIBIT D

Prepared by: LUDOVICI & DRANGE CONSULTING ENGINEERS, INC. 329 Palermo Ave. Coral Gables, Fl.33134

Sheet 2 of __ Sheets

Project No. 78-72 P





WESTWIND LAKES FOURPLEX CONDOMINIUM PHASE 2 - EXHIBIT D

Prepared by: LUDOVICI & ORANGE CONSULTING ENGINEERS, INC. Project No. 78-72 P 329 Palermo Ave. Coral Gables, Fl.33134

Sheet 4 of __ Sheets

WESTWIND LAKES FOURPLEX CONDOMINIUM PHASE 2

LEGAL DESCRIPTION

A portion of Tract "A-A" of "AMENDED PLAT OF WESTWIND LAKES FOURPLEX", according to the plat thereof, recorded in Plat Book 130, at Page 32, of the Public Records of Dade County, Florida, lying in Section 28, Township 54 South, Range 39 East, Dade County, Florida, being more particularly described as follows: particularly described as follows:

particularly described as follows:

COMMENCE at the most Southerly corner of said Tract "A-A", thence N32"38"08"W along the Westerly line of said Tract "A-A", for 50 00 feet to a point on a circular curve concave to the Northwest, the center bearing N32"38"08"W from said point; thence Northeasterly, along said curve to the left, having for its elements a central angle of 93 36"00", a radius of 75.00 feet, for an arc distance of 122.52 feet to a point of tangency; thence N36"14"08"W for 169.76 feet to the POINT OF BEGINNING, thence continue N36"14"08"W for 169.76 feet to the POINT OF BEGINNING, thence Northerly, along a circular curve to the right, having for its elements a central angle of 34"00"00", a radius of 475.00 feet, for an arc distance of 281.87 feet to a point of tangency; thence N02"14"08"W for 30.82 feet; thence N87"45"52"E for 104.67 feet; thence N02"14"08"W for 30.82 feet; thence N87"45"52"E for 104.67 feet; thence N02"14"08"W for 108.09 feet; thence N87"45"52"E for 104.67 feet; thence N02"14"08"W for 108.09 feet; thence Northeasterly, along a circular curve to the left, having for its elements a central angle of 32 29"03", a radius of 75.00 feet, for an arc distance of 42.52 feet to a point of tangency; thence N55"16"49"E for 115.47 feet to a point on a curve concave to the Northeast, the center bearing N58"44"07"E from said point; thence Southeasterly, along said curve, to the left, having for its elements a central angle of 180.40"7", a radius of 181.00 feet, for an arc distance of 22.03 feet; thence S55"16"49"W for 107.79 feet to a point of curvature; thence Southerly, along a circular curve to the left, having for its elements a central angle of 88"28"48", a radius of 15.00 feet, for an arc distance of 23.16 feet; thence S48"12"00"W for 69.69 feet; thence S37"04"57"E for 59.91 feet; thence S48"12"00"W for 69.69 feet; thence S36"14"08"E for 98.13 feet; thence S48"12"00"W for 69.69 feet; thence S55"45"52"W for 103.09 feet; thence S48"12"00"W for 69.69 feet; thence S55"45"52"W for 104.67 feet to

LESS

COMMENCE at the most Southerly corner of said Tract "A-A"; thence N32" 38'08"W along the Westerly line of said Tract "A-A", for 50.00 feet N32"38'08"W along the Westerly line of said Tract "A-A", for 50.00 feet to a point on a circular curve concave to the Northwest, the center bearing N32"38'08"W from said point; thence Northeasterly, along said curve to the left, having for its elements a central angle of 93 36'00", a radius of 75.00 feet, for an arc distance of 122.52 feet to a point of tangency; thence N36"14'08"W for 285.81 feet to a point of curvature; thence Northerly, along a circular curve to the right, having for its elements a central angle of 34"00"00", a radius of 475.00 feet, for an arc distance of 281.87 feet to a point of tangency; thence N02"14'08"W for 30.82 feet; thence N87"45'52"E for 128.67 feet to the POINT OF BEGINNING; thence N02"14'08"W for 71.09 feet to a point of curvature; thence Northeasterly, along a circular curve to the right, having for its elements a central angle of 90"00"00", a radius of 15.00 feet, for an arc distance of 23.56 feet to a point of tangency; thence N87"45'52"E for 52.93 feet to a point of tangency; thence N87"45'52"E for 52.93 feet to a point of tangency; thence N87"45'52"E for 52.93 feet to a point of curvature; thence Easterly, along a circular curve to the right, having for its elements a central angle of 59"22'14", a radius of 15.00 feet, for an arc distance of 15.54 feet; thence S35"37"30"E for 35.21 feet; thence S71"41'56"W for 91.07 feet; thence S55"24'00"W for 18.00 feet; thence S71"41'56"W for 91.07 feet; thence S85"18'32"W for 18.40 feet; thence N02"14'08"W for 21.58 feet to the POINT OF BEGINNING, containing a total of 2.14 acres, more or less:

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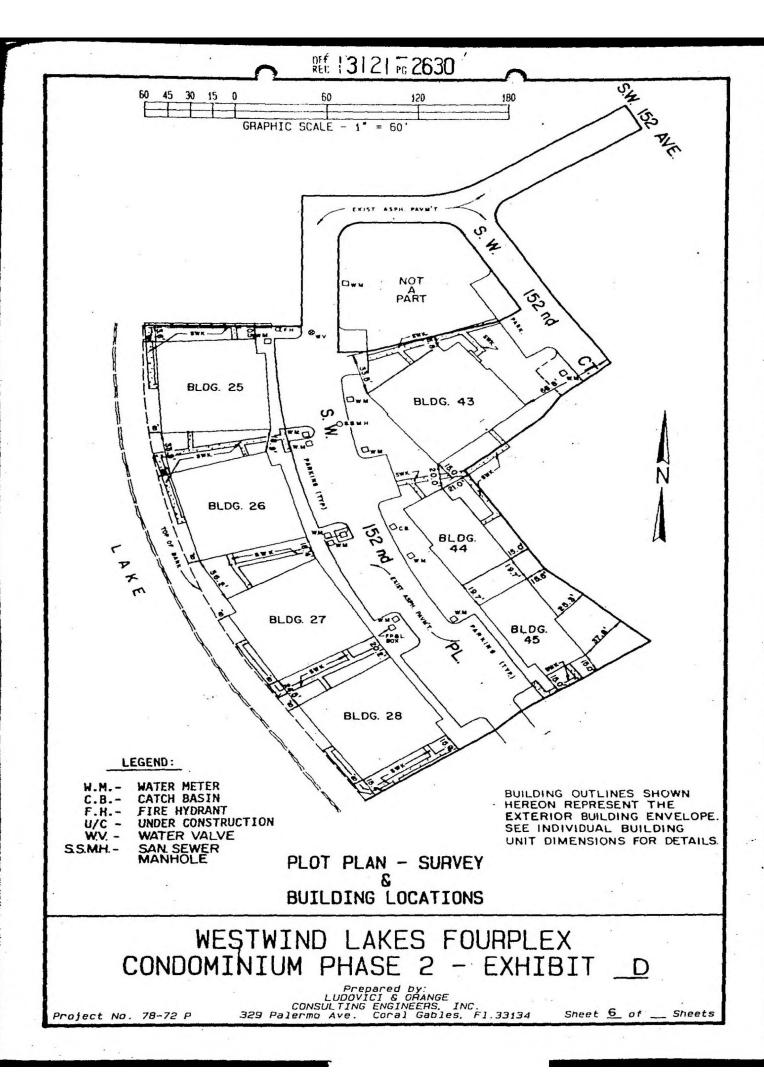
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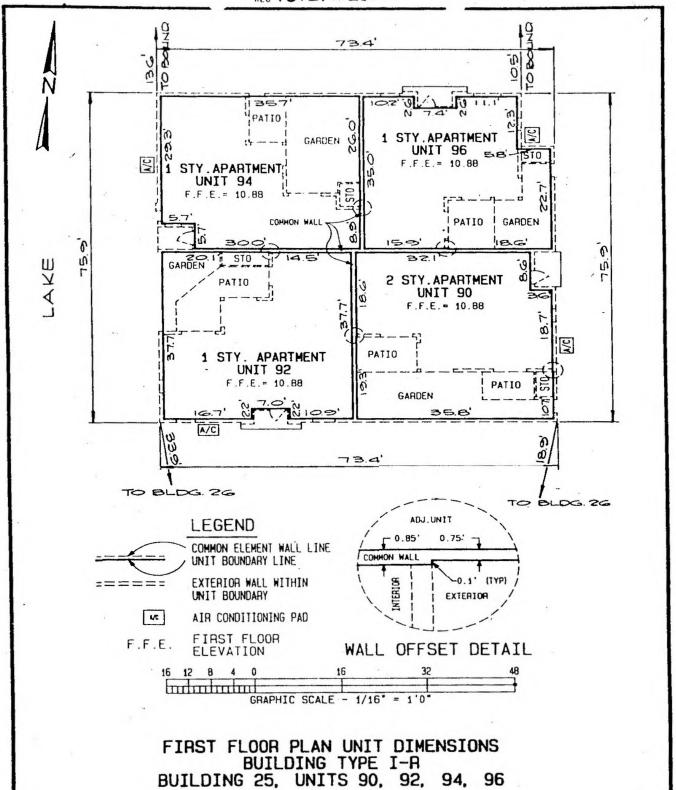
WESTWIND LAKES FOURPLEX CONDOMINIUM PHASE 2 - EXHIBIT

Prepared by: LUDOVICI & ORANGE CONSULTING ENGINEERS, INC. 329 Palermo Ave. Coral Gables, Fl.33134

Sheet 5 of Sneets

Project No. 78-72 P



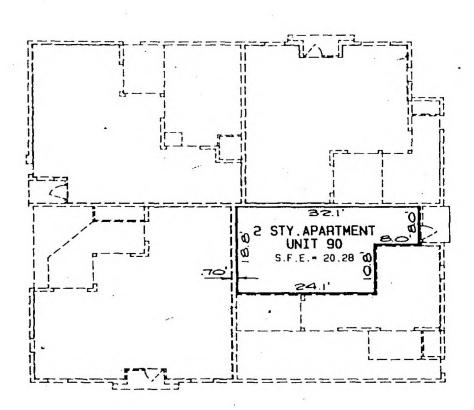


WESTWIND LAKES FOURPLEX CONDOMINIUM PHASE 2 - EXHIBIT _D

Prepared by: LUDOVICI & ORANGE CONSULTING ENGINEERS, INC. Project No. 78-72 P 329 Palermo Ave. Coral Gables, Fl 33134

Sneet 7 of __ Sheets









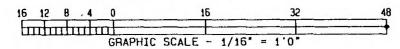
COMMON ELEMENT WALL LINE UNIT BOUNDARY LINE

EXTERIOR WALL WITHIN UNIT BOUNDARY

N.C

AIR CONDITIONING PAD

S.F.E. SECOND FLOOR ELEVATION



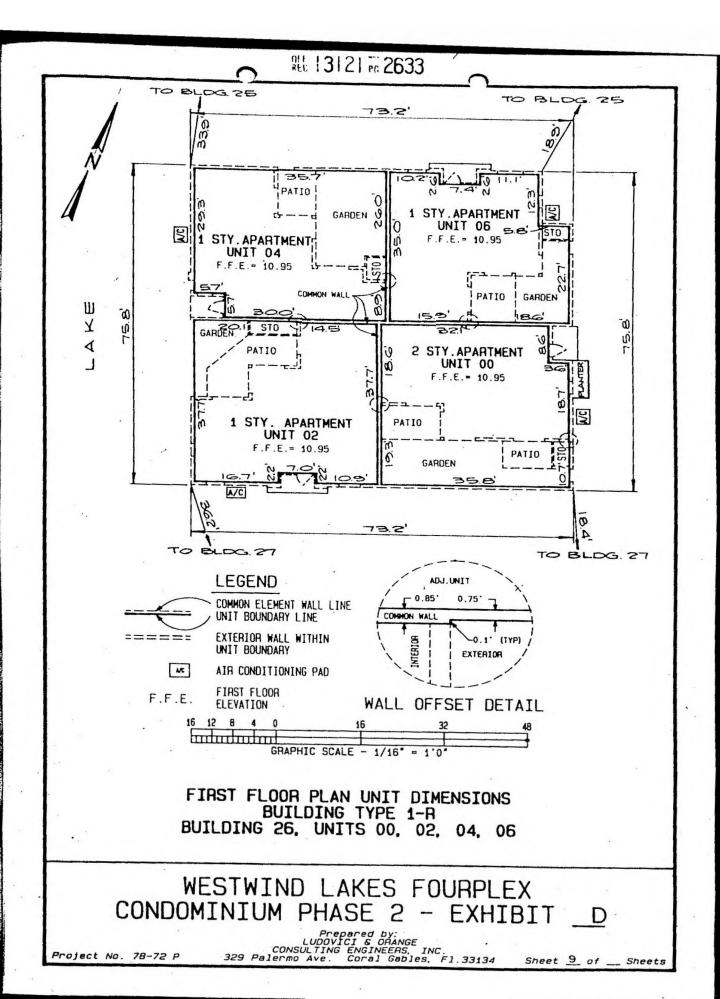
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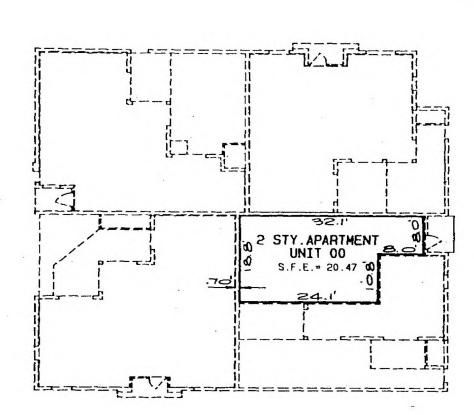
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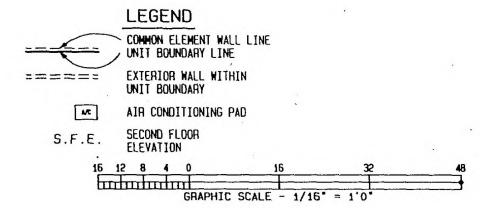
Prepared by: LUDOVICI & ORANGE CONSULTING ENGINEERS, INC. 329 Pajermo Ave. Coral Gables, Fl.33134

Sheet 8 of _ Sheets

Project No. 78-72 P





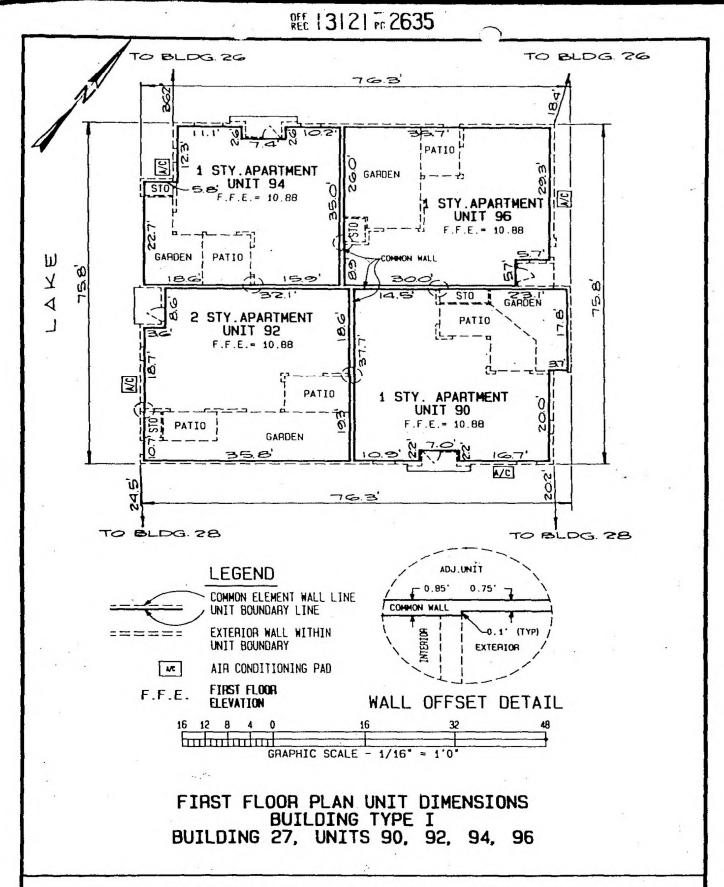


SECOND FLOOR PLAN UNIT DIMENSIONS BUILDING TYPE I-R BUILDING 26, UNIT 00

WESTWIND LAKES FOURPLEX CONDOMINIUM PHASE 2 - EXHIBIT _D

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Sheet 10 of __ Sheets

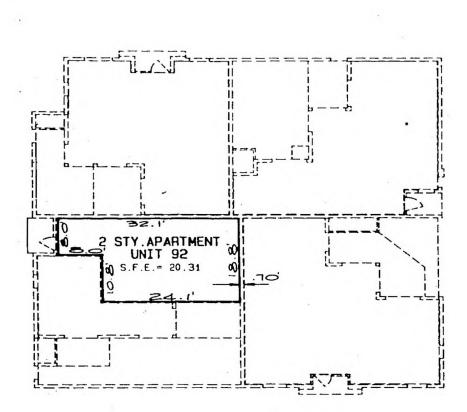


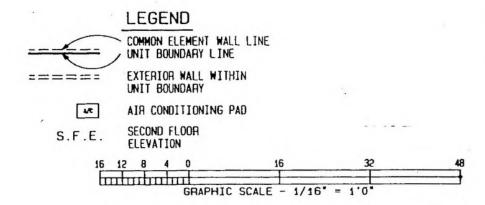
WESTWIND LAKES FOURPLEX
CONDOMINIUM PHASE 2 - EXHIBIT _D

Prepared by: LUDOVICI & OHANGE CONSULTING ENGINEERS, INC. 329 Palermo Ave. Coral Gables, Fl.33134

Sheet II of __ Sheets

Project No. 78-72 P



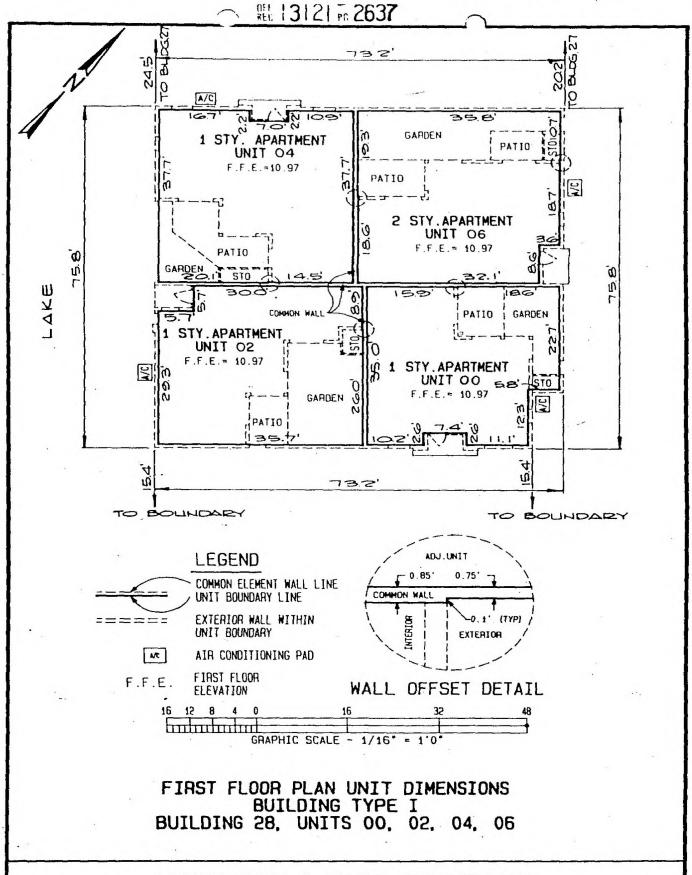


SECOND FLOOR PLAN UNIT DIMENSIONS BUILDING TYPE I BUILDING 27, UNIT 92

WESTWIND LAKES FOURPLEX
CONDOMINIUM PHASE 2 - EXHIBIT _D

Prepared by: LUDOVICI & ORANGE CONSULTING ENGINEERS, INC. Project No. 78-72 P 329 Palermo Ave. Coral Gables, Fl.33134

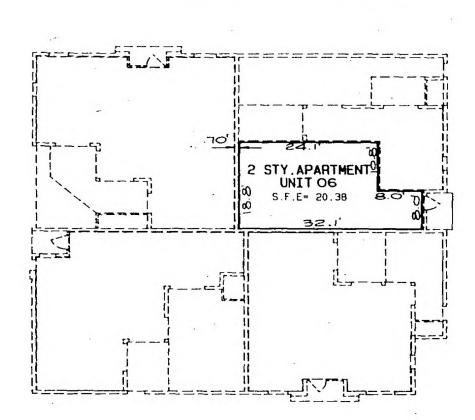
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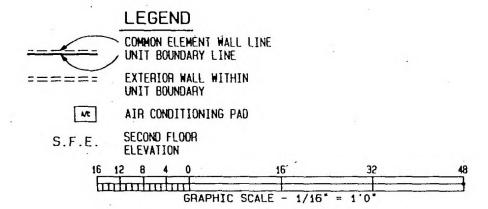


WESTWIND LAKES FOURPLEX CONDOMINIUM PHASE 2 - EXHIBIT _D

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Sneet 13 of __ Sheets



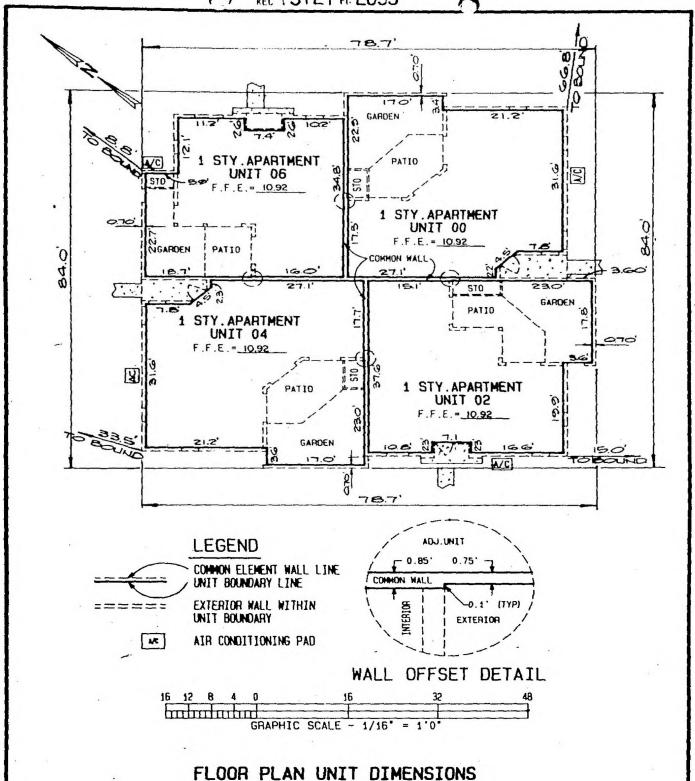


SECOND FLOOR PLAN UNIT DIMENSIONS BUILDING TYPE I BUILDING 28, UNIT 06

WESTWIND LAKES FOURPLEX CONDOMINIUM PHASE 2 - EXHIBIT _D

Prepared by:
LUDOVICI & ORANGE
CONSULTING ENGINEERS, INC.
329 Palermo Ave. Coral Gables, Fl.39134

Sheet 14 of __ Sheets



BUILDING TYPE II-R
BUILDING 43, UNITS 00, 02, 04 & 06

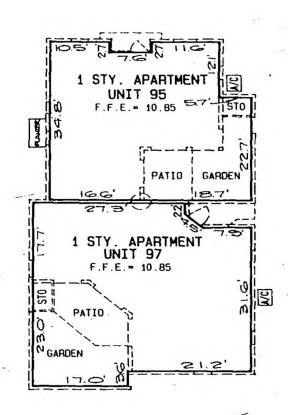
WESTWIND LAKES FOURPLEX CONDOMINIUM PHASE 2 - EXHIBIT D

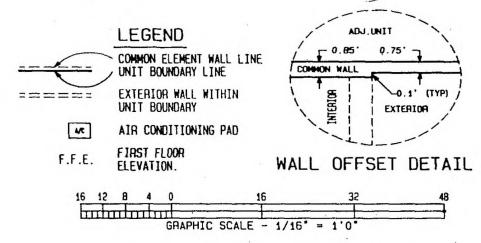
CONSULTI Project No. 78-72 P 329 Palermo Ave

Prepared by: LUDOVICI & DRANGE CONSULTING ENGINEERS, INC. 329 Palermo Ave. Coral Gables, Fl.33134

Sneet 15 of __ Sneets







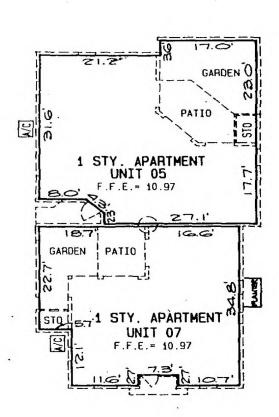
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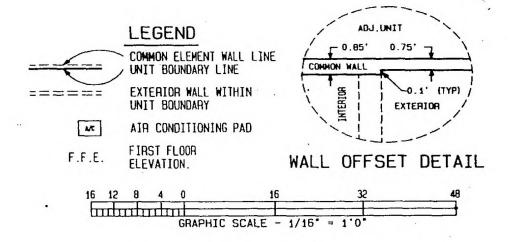
WESTWIND LAKES FOURPLEX CONDOMINIUM PHASE 2 - EXHIBIT _D

Prepared by:
LUDOVICI & CHANGE
CONSULTING ENGINEERS, INC.
329 Palermo Ave. Coral Gables, Fl.33134

Sheet 16 of __ Sheets







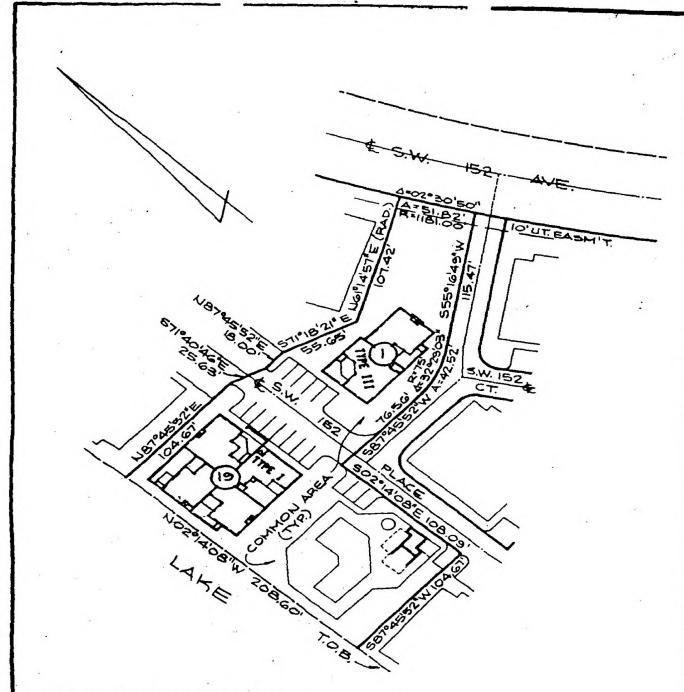
FLOOR PLAN UNIT DIMENSIONS
BUILDING TYPE III
BUILDING 45. UNITS 05 & 07

WESTWIND LAKES FOURPLEX CONDOMINIUM PHASE 2 - EXHIBIT _D

Prepared by: LUDOVICI & ORANGE CONSULTING ENGINEERS, INC. 329 Palermo Ave. Coral Gables, Fl.33134

Sneet 17 of __ Sneets

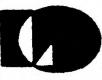
Project No. 78-72 P



- 1. BUILDINGS TYPE I CONTAINS ONE AND THO STORY UNITS
- BUILDING TYPE III CONTRINS ONE STORY WITS
- MLL BUILDINGS ME PROPOSED ONE PARKING SPACE PER UNIT IS TO BE DESIGNATED AS A LIMITED COMMON ELEMENT
- S. ERSEMENTS SHOWN ARE BY PLAT BOOK 128. PAGE 67

PLOT PLAN

This is not submitted to the Condominium Declaration at this SCALE: 1"=60" phase.



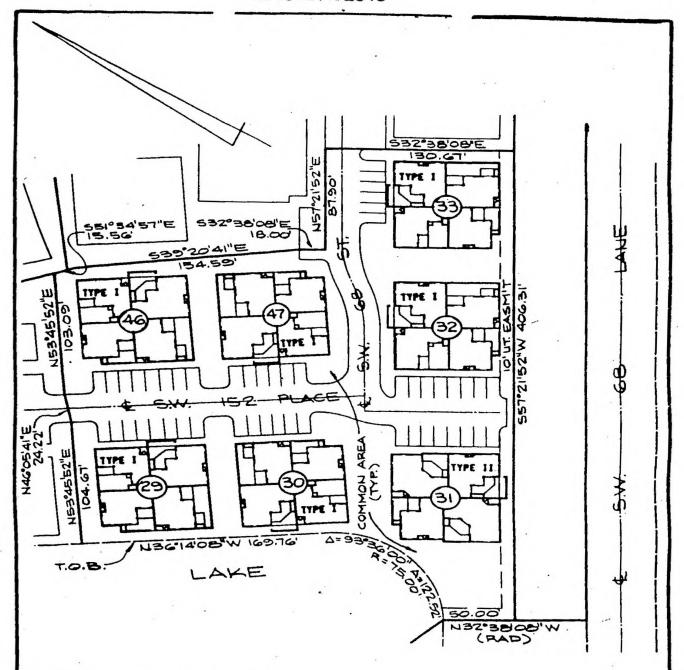
LUDOVICI OPANGE

CONSULTING ENGINEERS INC.

329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134

. E Dete: 8/4/86 PH M. 7872P

WESTWIND LAKES FOURPLEX CONDOMINIUM PHASE !



- 1. SUILDING TYPE I CONTRINS ONE AND THO STORY UNITS
- 2. BUILDING TYPE II CONTAINS ONE STORY UNITS
- 3. ALL BUILDINGS ARE PROPOSED
- 4. ONE PREKING SPACE PER UNIT IS TO BE DESIGNATED AS A LIMITED COMMON ELEMENT
- S. ERSEMENTS SHOWN ARE BY PLAT BOOK 128.

PRGE 67

PLOT PLAN SCALE: 1"=60" This is not submitted to the Condominium Declaration at this time. It is a possible future phase.



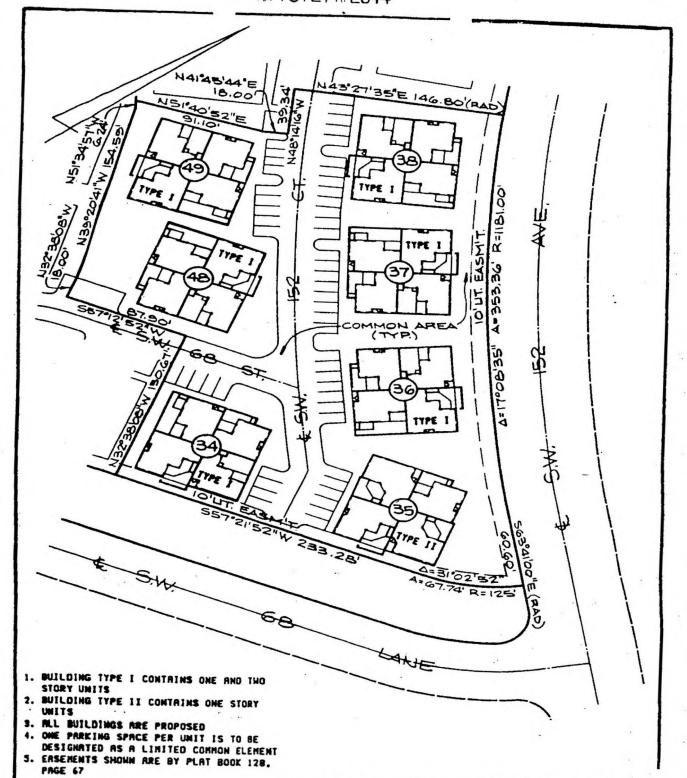
LUDOVICI & ORANGE

CONSULTING ENGINEERS INC.

329 PALERMO AVENUE. CORAL GABLES. FLORIDA 33134

Proj. Neurol WPCOTWIND LAKES

WESTWIND LAKES
FOURPLEX CONDOMINIUM
PHASE 3



PLOT PLAN SCALE: 1"=60"

This is not submitted to the Condominium Declaration at this time. It is a possible future phase.



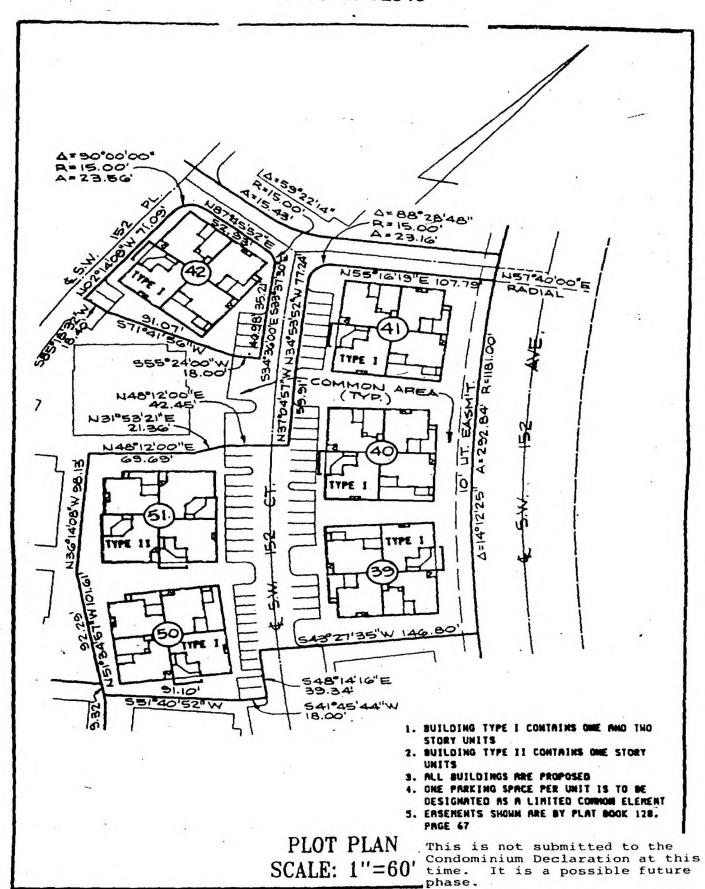
CONSULTING ENGINEERS INC.

329 PALERMO AVENUE. CORAL GABLES. FLORIDA 33134

Prof. No.: 7672P Chocked:

Prof. No.: 7672P Chocked:

WESTWIND LAKES
FOURPLEX CONDOMINIUM
PHASE 4



LUDOVICI & ORANGE

CONSULTING ENGINEERS INC.
329 PALERMO AVENUE. CORAL GABLES. FLORIDA 33134

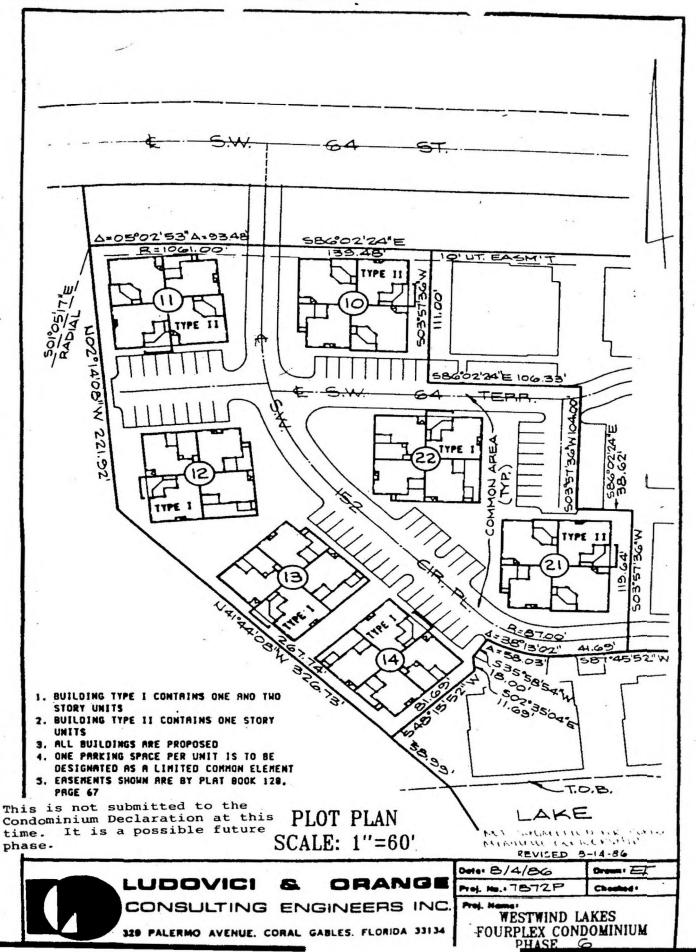
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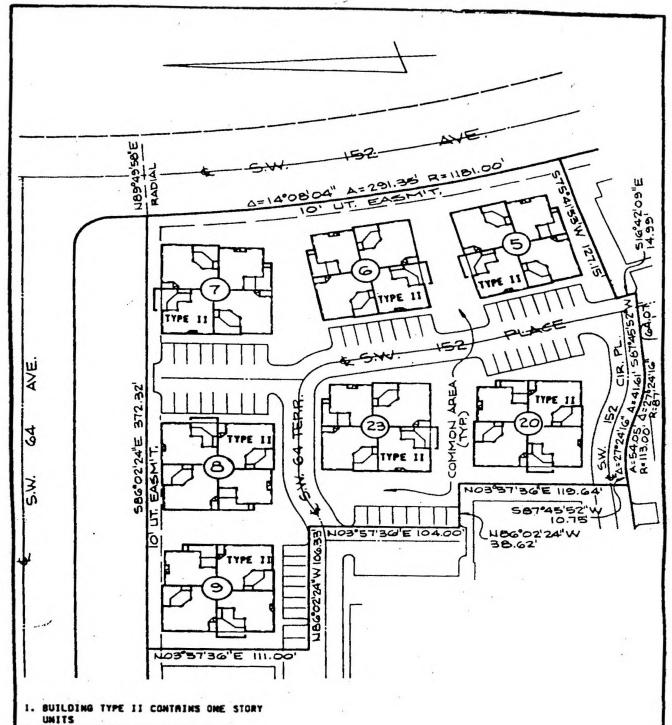
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WESTWIND LAKES

FOURPLEX CONDOMINIUM
PHASE 5





- 2. MLL BUILDINGS ARE PROPOSED
- 3. ONE PARKING SPACE PER UNIT IS TO BE DESIGNATED AS A LIMITED COMMON ELEMENT
- 4. EASEMENTS SHOWN ARE BY PLAT BOOK 128.

PAGE 67

PLOT PLAN

SCALE: 1"=60

This is not submitted to the Condominium Declaration at this time. It is a possible future phase.



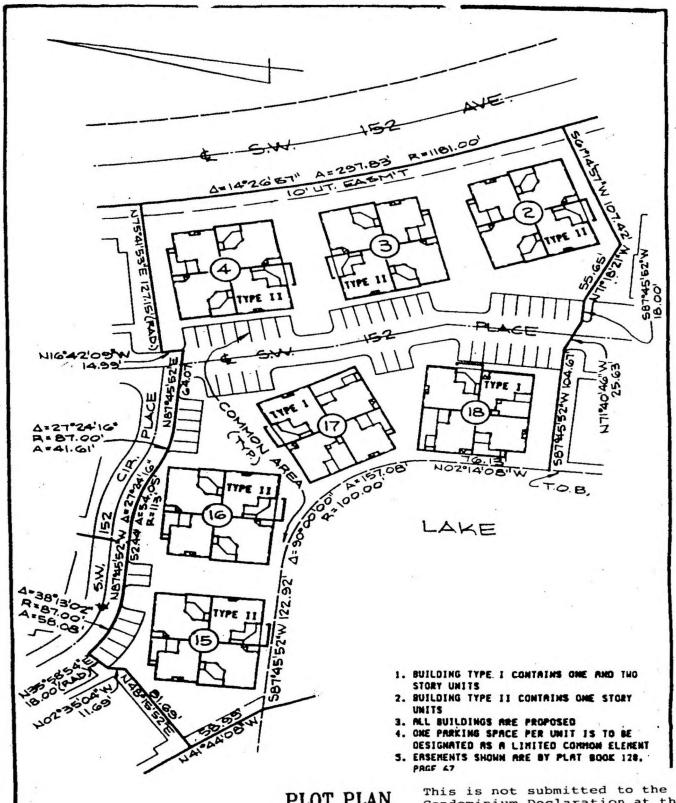
LUDOVICI & ORANGE

CONSULTING ENGINEERS INC

329 PALERMO AVENUE. CORAL GABLES. FLORIDA 33134

Date: 8/4/86 Drawn: EL Proj. No.: 7872P Chadd:

WESTWIND LAKES
FOURPLEX CONDOMINIUM
PHASE 7



PLOT PLAN SCALE: 1"=60' This is not submitted to the Condominium Declaration at this time. It is a possible future phase.



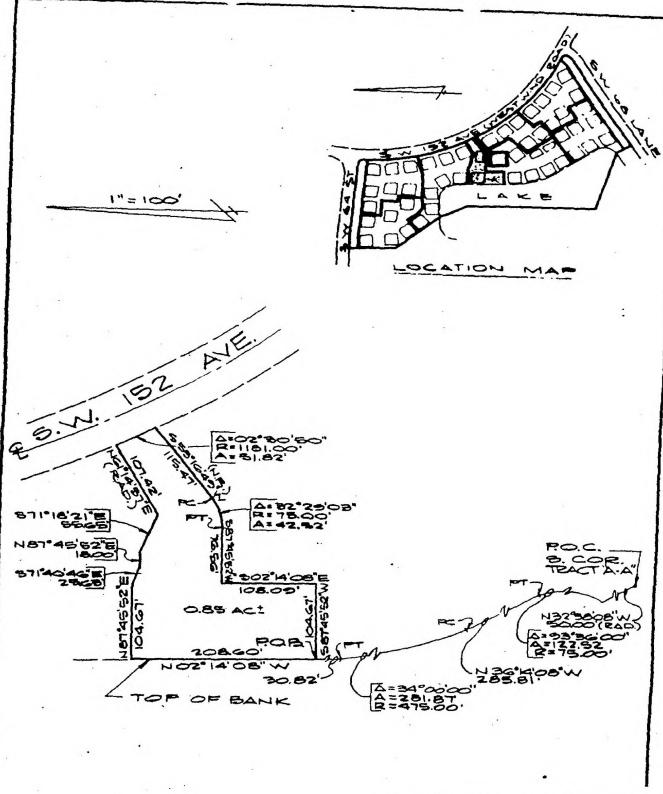
LUDOVICI & ORANGE

CONSULTING ENGINEERS INC.

329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134

Proj. No.: 7872P Cheshed:

WESTWIND LAKES
FOURPLEX CONDOMINIUM



This is not submitted to the Condominium Declaration at this time. It is a possible future phase.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



LUDOVICI & ORANGE

CONSULTING ENGINEERS INC.

329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134

Dete: 7/30/83 Drewn: G. A. Proj. No.: 78-72 P Checked:

Proj. Home

WESTWIND LAKES FOURPLEX CONDOMINUM PHASE |

WESTWIND LAKES FOURPLEX CONDOMINIUM PHASE 1

LEGAL DESCRIPTION

A portion of Tract "A-A" of "AMENDED PLAT OF WESTWIND LAKES FOURPLEX", according to the plat thereof, recorded in Plat Book 130, at Page 32, of the Public Records of Dade County, Florida, lying in Section 28, Township 54 South, Range 39 East, Dade County, Florida, being more particularly described as follows:

COMMENCE at the most Southerly corner of said Tract "A-A", thence N32^38'08"W, along the Westerly line of said Tract "A-A", for 50.00 feet to a point on a curve concave to the Northwest, the center bearing N32^38'08"W from said point; thence Northeasterly, along said curve to the left, having for its elements a central angle of 93^36'00", a radius of 75.00 feet, for an arc distance of 122.52 feet to a point of tangency; thence N36^14'08"W for 285.81 feet to a point of curvature; thence Northerly, along a circular curve to the right, having for its elements a central angle of 34 00 00", a radius of 475.00 feet, for an arc distance of 281.87 feet to a point of tangency; thence NO2 14 08"W for 239.42 feet to the POINT OF BEGINNING; thence continue NO2 14 08"W for 76.13 feet; thence N87~45'52"E for 104.67 feet; thence S71~40'46"E for 25.63 feet; thence N87⁴⁵'52"E for 18.00 feet; thence S71¹⁸'21"E for 55.65 feet; thence N61¹⁴'57"E radial to the next described curve for 107.42 feet to a point on a curve concave to the Northeast; thence Southeasterly, along said curve to the left, having for its elements a central angle of 2~30'50", a radius of 1181.00 feet, for an arc distance of 51.82 feet; thence S55^16'49"W for 115.47 feet to a point of curvature; thence Southeasterly, along a circular curve to the right, having for its elements a central angle of 32^29'03", a radius of 75.00 feet, for an arc distance of 42.52 feet to a point of tangency; thence \$87^45'52"W for 76.56 feet; thence \$02^14'08"E for 108.09 feet; thence \$87^45'52"W for 104.67 feet to the POINT OF BEGINNING, containing 0.85 acres, more or less.

> Prepared By LUDOVICI & ORANGE CONSULTING ENGINEERS, INC. 30 July 1986 7872P LEGAL REV: 25 Nov. 1986

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This is not submitted to the Condominium Declaration at this time. It is a possible future phase.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



ORANGE 101. 10.178-72P LUDOVICI 8

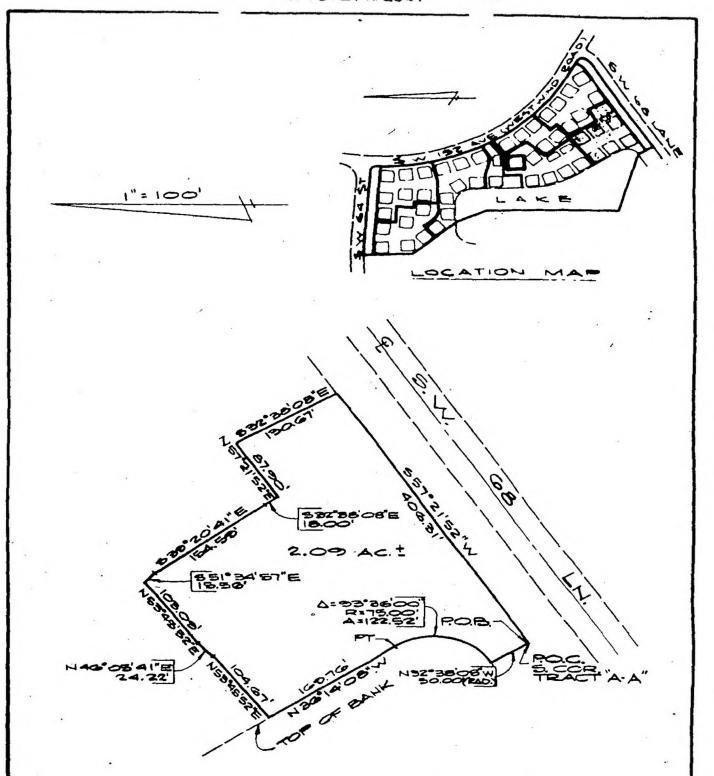
CONSULTING ENGINEERS INC.

Deter 11/25/86 Checked

Proj. Name!

WESTWIND LAKES 329 PALERMO AVENUE. CORAL GABLES, FLORIDA 33134 FOURPLEX CONDOMINIUM

PHASE 2



This is not submitted to the Condominium Declaration at this time. It is a possible future phase.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



LUDOVICI & DRANGE

CONSULTING ENGINEERS INC.

329 PALERMO AVENUE. CORAL GABLES. FLORIDA 33134

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Proj. No.: 78-72P	
WESTWIND L FOURPLEX CON	DMINIUM

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WESTWIND LAKES FOURPLEX CONDOMINIUM PHASE 3

LEGAL DESCRIPTION

A portion of Tract "A-A" of "AMENDED PLAT OF WESTWIND LAKES FOURPLEX", according to the plat thereof, recorded in Plat Book 130, at Page 32, of the Public Records of Dade County, Florida, lying in Section 28, Township 54 South, Range 39 East, Dade County, Florida, being more particularly described as follows:

BEGIN at the most Southerly corner of said Tract "A-A", thence N32^38'08"W, along the Westerly line of said Tract "A-A", for 50.00 feet to a point on a curve concave to the Northwest, the center bearing N32^38'08"W from said point; thence Northeasterly, along said curve to the left, having for its elements a central angle of 93^36'00", a radius of 75.00 feet, for an arc distance of 122.52 feet to a point of tangency; thence N36^14'08"W for 169.76 feet; thence N53^45'52"E for 104.67 feet; thence N46^05'41"E for .24.22 feet; thence N53^45'52"E for 103.09 feet; thence S51^34'57"E for 15.56 feet; thence S39^20'41"E for 154.59 feet; thence S32^38'08"E for 18.00 feet; thence N57^21'52"E for 87.90 feet; thence S32^38'08"E for 130.67 feet; thence S57^21'52"W for 406.31 feet to the POINT OF BEGINNING, containing 2.09 acres, more or less.

Prepared By
LUDOVICI & ORANGE CONSULTING ENGINEERS, INC.
30 July 1986
7872P LEGAL
REV: 25 Nov. 1986

XTC:\SYMPH\DATA\7872P005.WR1

This is not submitted to the Condominium Declaration at this time. It is a possible future phase.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



LUDOVICI & ORANGE

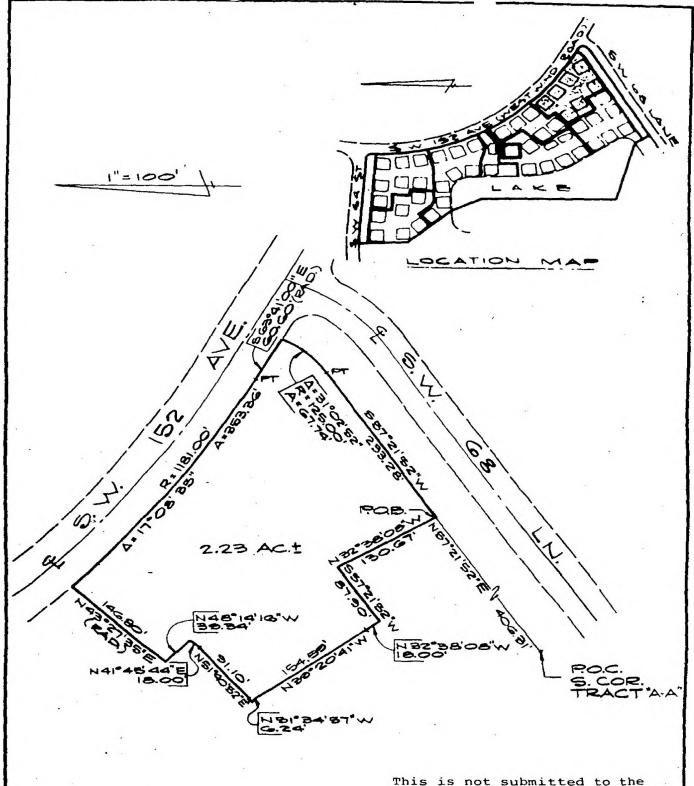
CONSULTING ENGINEERS INC.

329 PALERMO AVENUE, CORAL GABLES, FLORIDA 33134

Deter 11/25/86 Dreum
Proj. No.: 78-72P Checked:

MESTWIND LAKES
FOURPLEX CONDMINUM

PHASE 3



This is not submitted to the Condominium Declaration at this time. It is a possible future phase.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



CONSULTING ENGINEERS INC.

329 PALERMO AVENUE. CORAL GABLES. FLORIDA 33134

Dete: 7/80/86 | Drewn: C.A.

Proj. No.: 78-72 | Checked:

Proj. Nome:

WESTWIND LAKES FOURPLEX CONDOMINIUM

WESTWIND LAKES FOURPLEX CONDOMINIUM PHASE 4

LEGAL DESCRIPTION

A portion of Tract "A-A" of "AMENDED PLAT OF WESTWIND LAKES FOURPLEX". according to the plat thereof, recorded in Plat Book 130, at Page 32, of the Public Records of Dade County, Florida, lying in Section 28, Township 54 South, Range 39 East, Dade County, Florida, being more particularly described as follows:

COMMENCE at the most Southerly corner of said Tract "A-A", thence N57^21'52"E along the Southerly line of said Tract "A-A", for 406.31 feet to the POINT OF BEGINNING; thence N32^38'08"W for 130.67 feet; thence S57^21'52"W for 87.90 feet; thence N32^38'08"W for 18.00 feet; thence N39^20'41"W for 154.59 feet; thence N51^34'57"W for 6.24 feet; thence N51^40'52"E for 91.10 feet; thence N41^45'44"E for 18.00 feet; thence N48^14'16"W for 39.34 feet; thence N43^27'35"E radial to the next described curve, for 146.80 feet to a point on a circular curve concave said Tract "A-A", thence d Tract "A-A", for 406.31 described curve, for 146.80 feet to a point on a circular curve concave to the Northeast; thence Southeasterly, along said curve to the left, having for its elements a central angle of 1708'35", a radius of 1181.00 feet, for an arc distance of 353.36 feet to a point of tangency; thence \$63.341'00"5 radial to the next described to the form. thence \$63^41'00"E radial to the next described curve, for 60.60 feet to a point on circular curve concave to the Northwest; thence Southwesterly, along said curve to the right, having for its elements a central angle of 31°02'52", a radius of 125.00 feet, for an arc distance of 67.74 feet to a point of tangency; thence S57°21'52"W for 233.28 feet to the POINT OF BEGINNING, containing 2.23 acres, more or less.

> Prepared By LUDOVICI & ORANGE CONSULTING ENGINEERS, INC. 30 July 1986 7872P LEGAL REV: 25 Nov. 1986

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This is not submitted to the Condominium Declaration at this time. It is a possible future phase.

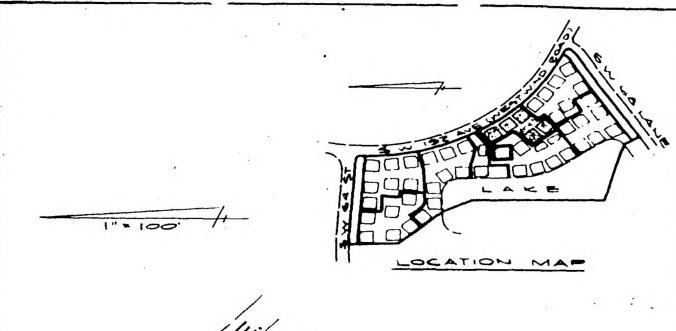
SKETCH TO ACCOMPANY LEGAL DESCRIPTION Drawn! Dele: 11/25/86

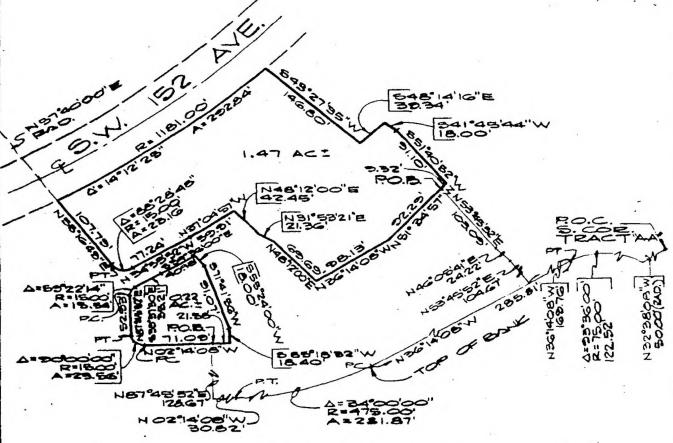


LUDOVICI CONSULTING ENGINEERS INC. Proj. Homes

329 PALERMO AVENUE. CORAL GABLES. FLORIDA 33134 FOURPLEX CONDOMINIUM

DRANGE Proj. No. 178-72 P Chested! PHASE 4

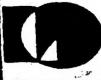




TOTAL AREA = 1.70

This is not submitted to the Condominium Declaration at this time. It is a possible future phase.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



LUDOVICI & ORANGE

CONSULTING ENGINEERS INC.

329 PALERMO AVENUE. CORAL GABLES. FLORIDA 33134

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Dete: 7/30/86	Drewn GA			
Proj. No.: 78-72 P				

Proj. Name:

WESTWIND LAKES FOURPLEX CONDOMINIUM PHASE 5

WESTWIND LAKES FOURPLEX CONDOMINIUM PHASE 5

LEGAL DESCRIPTION

A portion of Tract "A-A" of "AMENDED PLAT OF WESTWIND LAKES FOURPLEX", according to the plat thereof, recorded in Plat Book 130, at Page 32, of the Public Records of Dade County, Florida, lying in Section 28, Township 54 South, Range 39 East, Dade County, Florida, being more particularly described as follows:

COMMENCE at the most Southerly corner of said Tract "A-A", thence N32~38'08"W, along the Westerly line of said Tract "A-A", for 50.00 feet thence to a point on a circular curve concave to the Northwest, bearing N32~38'08"W from said point; thence Northeasterly, a circular curve concave to the Northwest, the center along said curve to the left, having for its elements a central angle of 93-36'00", a radius of 75.00 feet, for an arc distance of 122.52 feet to a point of tangency; thence N36-14'08"W for 169.76 feet; thence N53-45'52"E for 104.67 feet; thence N46~05'41"E for 24.22 feet; thence N53~45'52"E for 103.09 feet to the POINT OF BEGINNING; thence N51~34'57"W for 92.29 feet; thence N36~14'08"W for 98.13 feet; thence N48~12'00"E for 69.69 N31⁵³'21"E for 21.36 feet; thence N48¹2'00"E N37⁰4'57"W for 59.91 feet; thence N34⁵3'52"W feet: thence for 42.45 for 77.24 feet; thence feet to a point on a circular curve convare to the Southeast, the center bearing N56~48'01"E from said point: thence Northeasterly, along said bearing N56-48'01"E from said point; thence Northeasterly, along said circular curve to the right, having for its elements a central angle of 88-28'48", a radius of 15.00 feet, for an arc distance of 23.16 feet to a point of tangency; thence N55-16'49"E for 107.79 feet to a point on a circular curve concave to the Northeast, the center bearing N57-40'00"E from said point; thence Southeasterly, along said turve to the left, having for its elements a central angle of 14-12'25", a radius of 1181.00 feet, for an arc distance of 292.84 feet; thence S43-27'35"W for 146.80 feet; thence S48-14'16"E for 39.34 feet; thence S41-45'44"W for 18.00 feet; thence S51-40'52"W for 91.10 feet; thence N51-34'57"W for 9.32 to the POINT OF BEGINNING.

AND

COMMENCE at the most Southerly corner of said Tract "A-A", thence $N32^38'08"W$, along the Westerly line of Tract "A-A", for 50.00 feet to a point on a circular curve concave to the Northwest, the center bearing the left, having for its elements a central angle of 93°36'00", a radius of 75.00 feet, for an arc distance of 122.52 feet to a point of tangency; thence N36°14'08"W for 285.81 feet to a point of curvature; thence Northerly. of 75.00 feet, for an arc distance of 122.52 feet to a point of tangency; thence N36°14'08"W for 285.81 feet to a point of curvature; thence Northerly, along a circular curve to the right, having for its elements a central angle of 34°00'00", a radius of 475.00 feet, for an arc distance of 281.87 feet to a point of tangency; thence N02°14'08"W for 30.82 feet; thence N87°45'52"E for 128.67 feet to the POINT OF BEGINNING; thence N02°14'08"W for 71.09 feet to a point of curvature; thence Northeasterly, along a circular curve to the right, having for its elements a central angle of 90°00'00", a radius of 15.00 feet, for an arc distance of 23.56 feet to a point of tangency; thence N87°45'52"E for 52.93 feet to a point of curvature; thence Easterly, along a circular curve to the right, having for its elements a central angle of circular curve to the right, having for its elements a central angle of 59°22'14", a radius of 15.00 feet, for an arc distance of 15.54 feet; thence \$33°37'30"E for 35.21 feet; thence \$34°36'00"E for 40.98 feet; thence \$55°24'00"W for 18.00 feet; thence \$71°41'56"W for 91.07 feet; thence S33°37'30"E for 35.21 feet; thence S34°36'00"E for 40.98 feet; thence S55°24'00"W for 18.00 feet; thence S71°41'56"W for 91.07 feet; thence S85°18'32"W for 18.40 feet; thence N02°14'08"W for 21.58 feet to the POINT OF BEGINNING, containing a total of 1.70 acres, more or less.

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This is not submitted to the Condominium Declaration at this It is a possible future time. phase.

Delet 11/25/86

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

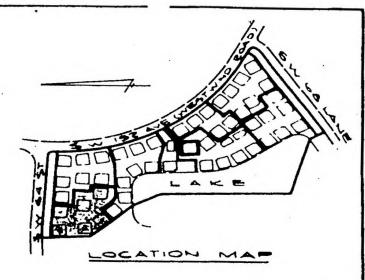


DRANGE Proj. No.178-72 P | Checked! LUDOVICI &

CONSULTING ENGINEERS INC.

Proj. Home: WESTWIND LAKES 329 PALERMO AVENUE. CORAL GABLES, FLORIDA 33134 FOURPLEX CONDOMINENT PHASE 5

Drewn



5 -38°13'02' 9 2.31 AC. 1

> This is not submitted to the Condominium Declaration at this It is a possible future time. phase.

SKETCH TO ACCOMPANY LEGAL



1" = 100

NO2-14'08'

DRANGE LUDOVICI

CONSULTING ENGINEERS INC.

PALERMO AVENUE. CORAL GABLES. FLORIDA 33134

Dete: 7/30/86 Drawn G. A Prof. No. 178-72 P

WESTWIND LAKES PHASE

WESTWIND LAKES FOURPLEX CONDOMINIUM PHASE 6

LEGAL DESCRIPTION

A portion of Tract "A-A" of "AMENDED PLAT OF WESTWIND LAKES FOURPLEX", according to the plat thereof, recorded in Plat Book 130, at Page 32, of the Public Records of Dade County, Florida, lying in Section 28, Township 54 South, Range 39 East, Dade County, Florida, being more particularly described as follows:

COMMENCE at the most Southerly corner of said Tract "A-A", thence N32^38'08"W, along the Westerly line of said Tract "A-A", for 50.00 feet to-a point on a circular curve concave to the Northwest, the center bearing N32 38 08 W from said point; thence Northeasterly, along said curve to the left; having for its elements a central angle of 93°36'00", a radius of 75.00 feet for an ang dictangle. curve to the left, having for its elements a central angle of 93-36'00", a radius of -75.00 feet, for an arc distance of 122.52 feet to a point of tangency; thence N36^14'08"W for 285.81 feet to a point of curvature; thence Northerly, along a circular curve to the right, having for its elements a central angle of 34^00'00", a radius of 475.00 feet, for an arc distance of 281.87 feet to a point of tangency; thence N02^14^08"W for 315.55 feet to a point of curvature; thence Northwesterly, along a for its elements a central angle of circular curve to the left, having for its elements a central angle of 90°00'00", a radius of 100.00 feet, for an arc distance of 157.08 feet to a point of tangency; thence S87°45'52"W for 122.92 feet; thence N41°44'08"W for 58.99 feet to the POINT OF BEGINNING; thence N41°44'08"W for 267.74 feet; thence N02°14'08"W for 221.92 feet to a point on a circular curve concave to the Southeast, the center bearing S01°05'17"E from said point; thence Southeasterly, along said curve to the right, having for its elements a central angle of 5^02'53", a radius of 1061.00 feet, for an arc distance of 93.48 feet to a point of tangency; thence having for its elements a central angle of 5°02'53", a radius of 1061.00 feet, for an arc distance of 93.48 feet to a point of tangency; thence \$86°02'24"E for 139.48 feet; thence \$03°57'36"W for 111.00 feet; thence \$86°02'24"E for 106.33 feet; thence \$03°57'36"W for 104.00 feet; thence \$86°02'24"E for 38.62 feet; thence \$03°57'36"W for 119.64 feet; thence \$87°45'52"W for 41.69 feet to a point of curvature; thence Northwesterly, along a circular curve to the right, having for its elements a central angle of 38°13'02", a radius of 87.00 feet, for an arc distance of 58.03 feet, thence \$35°58'54"W for 18.00 feet; thence \$02°35'04"E for 11.69 feet; thence \$48°15'52"W for 81.69 feet to the POINT OF BEGINNING, containing 2.31 acres more or legs. POINT OF BEGINNING, containing 2.31 acres, more or less.

> Prepared By LUDOVICI & ORANGE CONSULTING ENGINEERS, INC. 30 July 1986 7872P LEGAL REV: 25 Nov. 1986

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This is not submitted to the Condominium Declaration at this time. It is a possible future phase.

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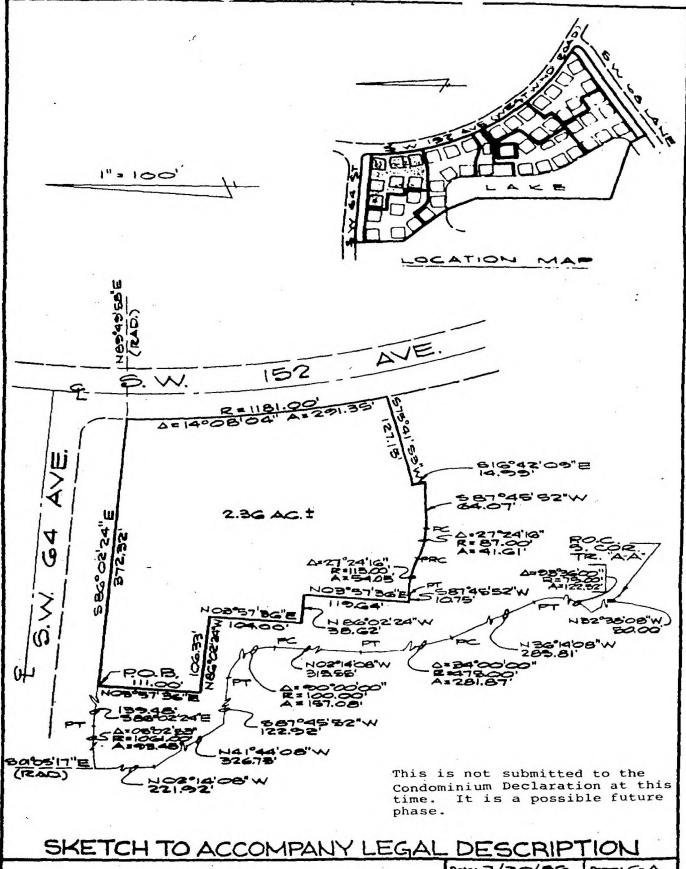
SKETCH TO ACCOMPANY LEGAL DESCRIPTION



DRANGE POL No. 178-72P Checked LUDOVICI &

CONSULTING ENGINEERS INC. MESTWIND LAKES

329 PALERMO AVENUE. CORAL GABLES. FLORIDA 33134 FOUR PLEX CONDOMINIUM





LUDOVICI ORANGE 8 CONSULTING ENGINEERS INC.

Detai 7/30/66	Drewn CA
Pol. 10.178-72 P	
Proj. Name: WESTWIND	LAKES

329 PALERMO AVENUE. CORAL GABLES. FLORIDA 33134 FOURPLEX CONDOMINIUM PHASE

WESTWIND LAKES FOURPLEX CONDOMINIUM PHASE 7

LEGAL DESCRIPTION

A portion of Tract "A-A" of "AMENDED PLAT OF WESTWIND LAKES FOURPLEX", according to the plat thereof, recorded in Plat Book 130, at Page 32, of the Public Records of Dade County, Florida, lying in Section 28, Township 54 South, Range 39 East, Dade County, Florida, being more particularly described as follows:

COMMENCE at the most Southerly corner of said Tract "A-A", thence N32^38'08"W, along the Westerly line of said Tract "A-A", for 50.00 feet COMMENCE to a point on a circular curve concave to the Northwest, the center bearing N32^38'08"W from said point; thence Northeasterly, along said pearing N32"38'08"W from said point; thence Northeasterly, along said curve to the left, having for its elements a central angle of 93°36'00", a radius of 75.00 feet, for an arc distance of 122.52 feet to a point of tangency; thence N36^14'08"W for 285.81 feet to a point of curvature; thence Northerly, along a circular curve to the right, having for its elements a central angle of 34^00'00", a radius of 475.00 feet, for an are distance of 281.87 feet to a point of tangency; thence NO2^14'08"W for 315.55 feet to a point of curvature; thence Northwesterly, along a circular curve to the left, having for its elements a central angle of 90°00'00", a radius of 100.00 feet, for an arc distance of 157.08 feet to a point of tangency; thence S87°45'52"W for 122.92 feet; thence NA1°44'08"W for 326.73 feet, thence NO2°14'08"W for 321.92 feet to a point of tangency; thence 30, 73 32 W for 221.92 feet N41~44'08"W for 326.73 feet; thence N02~14'08"W for 221.92 feet to a point on a circular curve concave to the Southeast, the center bearing S01°05'17"E from said point; thence Southeasterly, along said curve to the right, having for its elements a central angle of 5°02'53", a radius of 1061.00 feet, for an arc distance of 93.48 feet to a point of tangency; thence S86°02'24"E for 139.48 feet to the POINT OF BEGINNING; thence continue S86°02'24"E for 372.32 feet to a point on a circular curve concave to the Northeast, the center bearing N89°49'58"E from said point; thence Southeasterly, along said curve to the left, having for its elements a central angle of 1408'04", a radius of 1181.00 feet, for arc distance of 291.35 feet, thence \$75'41'53"W for 127.15 feet; thence S16^42'09"E for 14.99 feet; thence S87~45'52"W for 64.07 feet to a point of tangency; thence Westerly, along a circular curve to the right, having for its elements a central angle of 27°24'16", a radius of 87.00 feet, for an arc distance of 41.61 feet to a point of reverse 87.00 feet, for an arc distance of 41.61 feet to a point of reverse curvature; thence Westerly, along a circular curve to the left, having for its elements a central angle of 27°24'16", a radius of 113.00 feet, for an arc distance of 54.05 feet to a point of tangency; thence \$87°45'52"W for 10.75 feet; thence \$803°57'36"E for 119.64 feet; thence N86~02'24"W for 38.62 feet; thence N03^57'36"E for 104.00 feet; thence N86~02'24"W for 106.33 feet; thence N03^57'36"E for 111.00 feet to the POINT OF BEGINNING, containing 2.36 acres, more or less.

> Prepared By LUDOVICI & ORANGE CONSULTING ENGINEERS, INC. 30 July 1986 7872P LEGAL REV: 25 Nov. 1986

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This is not submitted to the Condominium Declaration at this time. It is a possible future phase.

Deter 11/25/86

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



2 ORANGE LUDOVICI

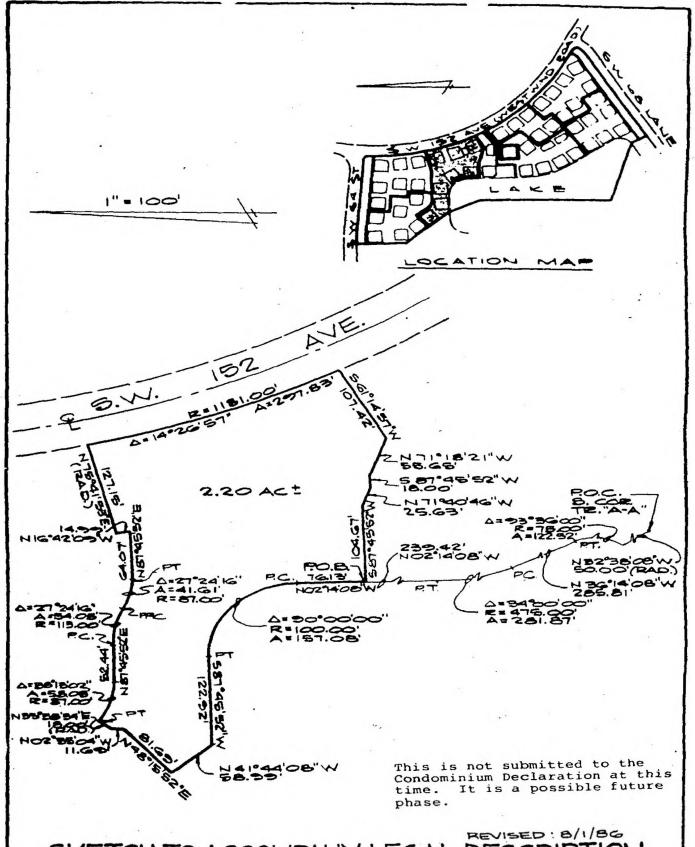
CONSULTING ENGINEERS INC. Prof. Momos

329 PALERMO AVENUE. CORAL GABLES. FLORIDA 33134

Prol. M. 178-72 P Checked!

Drawn!

WESTWIND LAKES PURP



SKETCH TO ACCOMPANY LEGAL DESCRIPTION



DRANGE LUDOVICI CONSULTING ENGINEERS INC.

329 PALERMO AVENUE. CORAL GABLES. FLORIDA 33134

Dete: 7/30/86 Proj. M. 78-72P Cheched: Proj. Name:

WESTWIND LAKES PHASE S

WESTWIND LAKES FOURPLEX CONDOMINIUM PHASE 8

LEGAL DESCRIPTION

"A-A" of "AMENDED PLAT OF WESTWIND LAKES FOURPLEX" A portion of Tract according to the plat thereof, recorded in Plat Book 130, at Page 32, of the Public Records of Dade County, Florida, lying in Section 28, Township 54 South, Range 39 East, Dade County, Florida, being more particularly described as follows:

COMMENCE at the most Southerly corner of said Tract "A-A", thence N32^38'08"W, along the Westerly line of said Tract "A-A", for 50.00 feet to a point on a circular curve concave to the Northwest, bearing N32^38'08"W from said point; thence Northeasterly, the center curve to the left, having for its elements a central angle of 93°36'00", a radius of 75.00 feet, for an arc distance of 122.52 feet to a point of tangency; thence N36°14'08"W for 285.81 feet to a point of curvature; thence Northerly, along a circular curve to the right, having for its elements a central angle of 34°00'00", a radius of 475.00 feet for an arc distance of 475.00 feet thence Northerly, along a circular curve to the right, having for its elements a central angle of 34°00'00", a radius of 475.00 feet, for an arc distance of 281.87 feet to a point of tangency; thence NO2°14°08"W for 239.42 feet to the POINT OF BEGINNING; thence continue NO2°14°08"W for 76.13 feet to a point of curvature; thence Northwesterly, along a circular curve to the left, having for its elements a central angle of 90°00'00", a radius of 100.00 feet, for an arc distance of 157.08 feet to a point of tangency; thence S87°45'52"W for 122.92 feet; thence N41°44'08"W for 58.99 feet; thence N48°15'52"E for 81.69 feet; thence N02°35'04"W for 11.69 feet; thence N35°58'54"F for 18.00 feet to a point NO2~35'04"W for 11.69 feet; thence N35~58'54"E for 18.00 feet to a point circular curve concave to the Northeast, the center bearing N35°58'54"E from said point; thence Northeasterly, along said curve to left, having for its elements a central angle of 38-13'02", a radius of 87.00 feet, for an arc distance of 58.03 feet to a point of tangency; thence N87*45'52"E for 52.44 feet to a point of curvature; thence Easterly, along a circular curve to the right, having for its elements a central angle of 27°24'16", a radius of 113.00 feet, for an arc distance of 54.05 feet to a point of reverse curvature; thence Easterly, along a circular curve to the left, having for its elements a central angle of 27°24'16", a radius of 87.00 feet, for an arc distance of 41.61 feet to a point of tangency; thence N87°45'52"E for 64.07 feet; thence a point of tangency; thence N87~45'52"E for 64.07 feet; thence N16~42'09"W for 14.99 feet; thence N75~41'53"E for 127.15 feet to a circular curve concave to the Northeast, the center bearing point on a N75~41'53"E from said point; thence Southeasterly, along said curve to the left, having for its elements a central angle of 14°26'57", a radius of 1181.00 feet, for an arc distance of 297.83 feet; thence S61°14'57"W for 107.42 feet; thence N71°18'21"W for 55.65 feet; thence S87°15'52"W for 18.00 feet; thence N71°40'46"W for 25.63 feet; thence S87°45'52"W for 104.67 feet to the POINT OF BEGINNING, containing 2.20 acres, more or less.

> Prepared By LUDOVICI & ORANGE CONSULTING ENGINEERS, INC. 30 July 1986 7872P LEGAL REV: 25 Nov. 1986

XTC:\SYMPH\DATA\7872P008.WR1.

This is not submitted to the Condominium Declaration at this time. It is a possible future phase.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION Deter11/25/86



ORANGE Proj. Ho. 178-72 P Checked LUDOVICI 8

CONSULTING ENGINEERS INC. TOL MOME

329 PALERMO AVENUE. CORAL GABLES. FLORIDA 33134 FOURPLEX CONDOMINIUM

DESCRIPTION OF UNITS

PHASE I: BUILDINGS 1,19

Building/Unit	Address	
1 / 51		
	6651 S.W. 152nd Place, Miami,	FL 33193
1 / 53	6653 S.W. 152nd Place, Miami,	FL 33193
19 / 50	6650 S.W. 152nd Place, Miami,	FL 33193
19 / 52	6652 S.W. 152nd Place, Miami,	FL 33193
19 / 54	6654 S.W. 152nd Place, Miami,	FL 33193
19 / 56	6656 S.W. 152nd Place, Miami,	FL 33193

PHASE II: BUILDINGS 25, 26, 27, 28, 43, 44, 45

Build	ing,	/Uni	t			Addre	255					
	5 /					6590	s.w.	152nd	Place,	Miami,	FL	33193
2	5 /	92				6592	S.W.	152nd	Place,	Miami,	FL	33193
2	5 /	94								Miami,		33193
2	5 /	96								Miami,		33193
2	6 /	00				6600	S.W.	152nd	Place,	Miami,	FL	33193
2	6 /	02								Miami,		33193
2	6 /	04								Miami,		
2	6 /	06								Miami,		
2	7 /	90		•						Miami,		
2	7 /	92				6692				Miami,		
2	7 /	94				6694				Miami,		
. 2	7 /	96								Miami,		
	8 /									Miami,		
	8 /				•					Miami,		
	8 /									Miami,		
	8 /									Miami,		33193
	3 /	15.								Miami,		
	3 /									Miami,		
	3 /		_							Miami,		33193
	3 /									Miami,		
	4 /									Miami,		
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	5 /											33193
4	5 /	0 /				0001	5.W.	132nd	Flace,	Miami,	E L	33133

PHASE III: BUILDINGS 29, 30, 31, 32, 33, 46, 47

Building/Unit	Address
29 / 20	6720 S.W. 152nd Place, Miami, FL 33193
29 / 22	6722 S.W. 152nd Place, Miami, FL 33193
29 / 24	6724 S.W. 152nd Place, Miami, FL 33193
29 / 26	6726 S.W. 152nd Place, Miami, FL 33193
30 / 90	6790 S.W. 152nd Place, Miami, FL 33193
30 / 92	6792 S.W. 152nd Place, Miami, FL 33193
30 / 94	6794 S.W. 152nd Place, Miami, FL 33193
30 / 96	6796 S.W. 152nd Place, Miami, FL 33193
31 / 30	6830 S.W. 152nd Place, Miami, FL 33193

Only Phase II is submitted to the Condominium Declaration at this time. The other phases set forth here are for future development and are for information only.

ML 13121 FE 2664

DESCRIPTION OF UNITS (Continued)

PHASE III: BUILDINGS 29,30,31,32,33,46,47

Bu	ilding/Unit				Address	
	31 / 32				6832 S.W. 152nd	Place, Miami, FL 33193
	31 / 34				6834 S.W. 152nd	Place, Miami, FL 33193
	31 / 36				6836 S.W. 152nd	Place, Miami, FL 33193
	32 / 50				15250 S.W. 68th	Street, Miami, FL 3319;
	32 / 52				15252 S.W. 68th	Street, Miami, FL 33193
	32 / 54				15254 S.W. 68th	Street, Miami, FL 33193
	32 / 56				15256 S.W. 68th	Street, Miami, FL 33193
	33 / 40				15240 S.W. 68th	Street, Miami, FL 33193
	33 / 42				15242 S.W. 68th	Street, Miami, FL 33193
	33 / 44					Street, Miami, FL 3319;
	33 / 46					Street, Miami, .FL 3319;
	46 / 21			£.		Place, Miami, FL 33193
	46 / 23	•				Place, Miami, FL 33193
	46 / 25					Place, Miami, FL 33193
	46 / 27		,			Place, Miami, FL 33193
	47 / 91					Place, Miami, FL 33193
	47 / 93					Place, Miami, FL 33193
	47 / 95					Place, Miami, FL 33193
	47 / 97					Place, Miami, FL 33193

PHASE IV: BUILDINGS 34,35,36,37,38,48,49

Bu	ilding/Unit		Address
	34 / 30		15230 S.W. 68th Street, Miami, FL 33193
	34 / 32	120	15232 S.W. 68th Street, Miami, FL 33193
	34 / 34		15234 S.W. 68th Street, Miami, FL 33193
	34 / 36		15236 S.W. 68th Street, Miami, FL 33193
	35 / 31		6831 S.W. 152nd Court, Miami, FL 33193
	35 / 33		6833 S.W. 152nd Court, Miami, FL 33193
	35 / 35		6835 S.W. 152nd Court, Miami, FL 33193
	35 / 37		6837 S.W. 152nd Court, Miami, FL 33193
	36 / 01 —		6801 S.W. 152nd Court, Miami, FL 33193
	36 / "03		6803 S.W. 152nd Court, Miami, FL 33193
	36 / 05		6805 S.W. 152nd Court, Miami, FL 33193
	36 / 07		6807 S.W. 152nd Court, Miami, FL 33193
	37 / 91		6791 S.W. 152nd Court, Miami, FL 33193
	37 / 93		6793 S.W. 152nd Court, Miami, FL 33193
	37 / 95		6795 S.W. 152nd Court, Miami, FL 33193
	37 / 97		6797 S.W. 152nd Court, Miami, FL 23193
	38 / 01		6701 S.W. 152nd Court, Miami, FL 33193
	38 / 03		6703 S.W. 152nd Court, Miami, FL 33193
	38 / 05		6705 S.W152nd Court, Miami, FL 33193
	38 / 07		6707 S.W. 152nd Court, Miami, FL 33193
	48 / 90		6790 S.W. 152nd Court, Miami, FL 33193
	48 / 92		6792 S.W. 152nd Court, Miami, FL 33193
	48 / 94		6794 S.W. 152nd Court, Miami, FL 33193
	48 / 96		6796 S.W. 152nd Court, Miami, FL 33193
	49 / 20		6720 S.W. 152nd Court, Miami, FL 33193
	49 / 22		6722 S.W. 152nd Court, Miami, FL 33193
	49 / 24		6724 S.W. 152nd Court, Miami, FL 33193
	49 / 26	,	6726 S.W. 152nd Court, Mlami, FL 33193

Only Phase II is submitted to the Condominium Declaration at this time. The other phases set forth here are for future development and are for information only.

DESCRIPTION OF UNITS (Continued)

PHASE V: BUILDINGS 39,40,41,42,50,51

Building/Unit		Addre	255					
39 / 91		6691	S.W.	152nd	Court.	Miami,	FI.	33193
39 / 93		6693	S.W.	152nd	Court.	Miami,	EI	33193
39 / 95		6695	S.W.	152nd	Court.	Miami,	FI	33193
39 / 97		6697	S.W.	152nd	Court.	Miami,	ET	33193
40 / 01		6601	S.W.	152nd	Court.	Miami,	EL	33193
40 / 03		6603	S.W.	152nd	Court.	Miami,	FI	21193
40 / 05		6605	S.W.	152nd	Court.	Miami,	ET.	33193
40 / 07		6607	S.W.	152nd	Court.	Miami,	FI	33193
41 / 91		6591	S.W.	152nd	Court.	Miami,	FI.	33193
41 / 93		6593	S.W.	152nd	Court.	Miami,	FI.	33193
41 / 95		6595	S.W.	152nd	Court.	Miami,	FI.	33193
41 / 97		6597	S.W.	152nd	Court.	Miami,	FI.	33193
42 / 90		6590	S.W.	152nd	Court.	Miami,	ĖT.	33193
42 / 92						Miami,		
42 / 94						Miami,		
42 / 96		6596	S.W.	152nd	Court.	Miami,	FI.	33193
50 / 00						Miami,		
50 / 02						Miami,		
50 / 04		6704	S.W.	152nd	Court.	Miami,	FI.	33193
50 / 06						Miami,		
51 / 90		6690	S.W.	152nd	Court.	Miami,	FL	33193
51 / 92		6692	S.W.	152nd	Court.	Miami,	FL	33193
51 / 94		6694	S.W.	152nd	Court.	Miami,	FL	33193
51 / 96						Miami,		

PHASE VI: BUILDINGS 10,11,12,13,14,21,22

Building/Unit	Address
10 / 01	6401 S.W. 152nd Cir. Pl., Miami, FL 33191
10 / 03	6403 S.W. 152nd Cir.Pl., Miami, FL 33193
10 / 05	6405 S.W. 152nd Cir.Pl., Miami, FL 33193
10 / 07	6407 S.W. 152nd Cir.Pl., Miami, FL 3193
11 / 00 —	6400 S.W. 152nd Cir.Pl., Miami, FL 33193
11 / 02	6402 S.W. 152nd Cir.Pl., Miami, FL 33193
11 / 04	6404 S.W. 152nd Cir.Pl., Miami, FL 33193
11 / 06	6406 S.W. 152nd Cir.Pl., Miami, FL 33193
12 / 40 ;	6440 S.W. 152nd Cir.Pl., Miami, FL 33193
12 / 42	6442 S.W. 152nd Cir.Pl., Miami, FL 33193
12 / 44	6444 S.W. 152nd Cir.Pl., Miami, FL 33193
12 / 46	6446 S.W. 152nd Cir.Pl., Miami, FL 33193
13 / 60	6460 S.W. 152nd Cir.Pl., Miami, FL 33193
13 / 62	6462 S.W. 152nd Cir.Pl., Miami, FL 33193
13 / 64	6464 S.W. 152nd Cir.Pl., Miami, FL 33193
13 / 66	6466 S.W. 152nd Cir.Pl., Miami, FL 33193
14 / 70	6470 S.W. 152nd Cir.Pl., Miami, FL 33193
14 / 72	6472 S.W. 152nd Cir.Pl., Miami, FL 33193
14 / 74	6474 S.W. 152nd Cir.Pl., Miami, FL 33193
14 / 76	6476 S.W. 152nd Cir.Pl., Miami, FL 33193
21 / 71	6471 S.W. 152nd Cir.Pl., Miami, FL 33193
21 / 73	6473 S.W. 152nd Cir.Pl., Miami, FL 33193
21 / 75 .	6475 S.W. 152nd Cir.Pl., Miami, FL 33193
21 / 77	6477 S.W. 152nd Cir.Pl., Miami, FL 33193
22 / 41	6441 S.W. 152nd Cir.Pl., Miami, FL 33193
22 / 43	6443 S.W. 152nd Cir.Pl., Miami, FL 33193
22 / 45	6445 S.W. 152nd Cir.Pl., Miami, FL 33193
22 / 47	6447 S.W. 152nd Cir.Pl., Miami, FL 33193

Only Phase II is submitted to the Condominium Declaration at this time. The other phases set forth here are for future development and are for information only.

DESCRIPTION OF UNITS (Continued)

PHASE VII: BUILDINGS 5,6,7,8,9,20,23

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17./

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Building/Unit
                                        Address
                                        6471 S.W. 152nd Place,
                                                                  Miami,
         73
                                        6473 S.W. 152nd Place,
                                                                  Miami, FL 33193
         75
                                        6475 S.W.
                                                   152nd Place, Miami, FL
         77
                                        6477 S.W. 152nd Place, Miami, FL 33193
         41
                                                   152nd Place, Miami, FL 33193
                                        6441 S.W.
         43
                                        6443 S.W. 152nd Place, Miami, FL 33193
         45
                                        6445 S.W.
                                                   152nd Place, Miami, FL 33193
    6
         47
                                        6447 S.W. 152nd Place, Miami, FL 33193
         01
                                        6401 S.W.
                                                   152nd Place,
                                                                  Miami, FL 33193
         03
                                        6403 S.W. 152nd Place, Miami, FL 33193
         05
                                        6405 S.W. 152nd Place, Miami, FL 33193
         07
                                        6407 S.W. 152nd Place, Miami, FL 33193
    8
         00
                                        6400 S.W. 152nd Place, Miami, FL 33193
    8
         02
                                        6402 S.W.
                                                   152nd Place, Miami, FL 33193
         04
                                        6404 S.W. 152nd Place, Miami, FL 33193
    8
         06
                                        6406 S.W. 152nd Place, Miami, FL 33193
15231 S.W. 64th Ter., Miami, FL 33193
    9
         31
         33
                                        15233 S.W. 64th Ter., Miami, FL 33193
    9
         35
                                        15235 S.W. 64th Ter., Miami, FL 33193
    9
         37
                                        15237 S.W. 64th Ter., Miami, FL 33193 6470 S.W. 152nd Place, Miami, FL 33193
   20
         70
   20
         72
                                        6472 S.W. 152nd Place, Miami, FL 33193
   20
         74
                                        6474 S.W. 152nd Place, Miami, FL 33193
   20
         76
                                        6476 S.W.
                                                   152nd Place, Miami, FL 33193
   23
         40
                                        6440 S.W.
                                                   152nd Place, Miami, FL
   23
         42
                                        6442 S.W.
                                                   152nd Place, Miami, FL 33193
   23
         44
                                        6444 S.W. 152nd Place, Miami, FL 33193
   23
         46
                                        6446 S.W. 152nd Place, Miami, FL 33193
                                              Only Phase II is submitted to
                                              the Condominium Declaration at
              BUILDINGS 2,3,4,15,16,17,18 this time. The other phases set forth here are for future
PHASE VIII:
                                              development and are for information
                                              only.
Building/Unit
                                        Address
         31
                                        6531 S.W. 152nd Place, Miami, FL 33193
         33
                                        6533 S.W.
                                                   152nd Place, Miami, FL
                                                                             33193
      11/
                                                   152nd Place, Miami, FL
         35
                                        6535 S.W.
                                                                             13193
                                                   152nd Place,
         37
                                        6537
                                              S.W.
                                                                  Miami, FL
                                                                             33193
         11
                                        6511 S.W. 152nd Place, Miami,
                                                                             33193
                                                                          FL
         13
                                        6513 S.W.
                                                   152nd Place, Miami, FL
                                                                             31193
                                        6515 S.W. 152nd Place, Miami, FL
         15
                                                                             33193
         17
                                        6517
                                             S.W.
                                                   152nd Place, Miami, FL
                                                                             33193
         91
                                        6491 S.W. 152nd Place, Miami, FL
                                                                             33193
                                        6493 S.W. 152nd Place, Miami, FL
6495 S.W. 152nd Place, Miami, FL
         93
                                                                             33193
         95
                                                                             33193
         97
                                        6497
                                              S.W.
                                                   152nd Place, Miami, FL 33193
                                        6480 S.W. 152nd Cir.Pl., Miami, FL 33193
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6482 S.W.

6484 S.W.

6486 S.W.

6492 S.W.

6520 S.W.

6526 S.W.

S.W.

S.W.

S.W.

S.W.

S.W. S.W.

S.W.

152nd 152nd

6490

6494

6496

6500

6502

6504

6506

6522 6524

33193

33193

33193

FL 33193

33193

FL

152nd Cir.Pl., Miami, FL

152nd Cir.Pl., Miami, FL

152nd Cir. Pl., Miami, FL

S.W. 152nd Cir.Pl., Mlami, FL 33193

152nd Place, Miami,

152nd Cir.Pl., Miami, FL 33193

152nd Cir.Pl., Miami, FL 33193

152nd Cir. Pl., Miami, FL 33193

152nd Place, Miami, FL 33193

Place, Miami, Place, Miami,

EXHIBIT4E

PHASE I, II, III, IY, V, VI, VII, AND VIII
PERCENTAGE AND OR FRACTIONAL
INTEREST IN THE COMMON ELEMENTS
AND MANNER OF SHARING COMMON
EXPENSES AND SURPLUS

The percentage and or fractional shares in the common elements appurtenant to each unit being submitted to condominium ownership and the percentage and or fractional share of the common expenses and surplus attributed to each unit shall be determined by use of the following formula:

1/N = Each condominium unit's percentage and or fractional
interest in the common elements appurtenant to each
unit and the percentage and or fractional interest of
common expenses and surplus attributed to each unit.

N = The total number of units submitted to condominium ownership in accordance with the Declaration of Condominium and its exhibits.

The sum total of each units' interest in the common elements and common expenses and surplus shall always equal 100%.

Building/Unit	Fractional Share
25/90	1/24
25/92	1/24
25/94	1/24
25/96	1/24
26/00	1/24
26/02	1/24
26/04	1/24
26/06	1/24
27/90	1/24
27/92	1/24
27/94 -	1/24
27/96	1/24
28/00	1/24
28/02	1/24
28/04	1/24
28/06	1/24
43/00	1/24
43/02	1/24
43/04	1/24
43/06	1/24
44/95	1/24
44/97	1/24
45/05	1/24
45/07	1/24

FOR CONDOMINIUM PLANS SEE OFFICIAL PAGE 22

RICHARD P. BRINKER, CLERK CIRCUIT & COUNTY COURT RECORDED IN OFFICIAL REDORDS BOOM OF DISTOR COUNTY, FLORIDA.

THE THE ASSISTED BRINKER

- THE HOLDER FLORIT FOREST