

DECLARATION OF CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS:

That GEORGE KISSAK, Individually and as Trustee, joined by his wife, LORETTA KISSAK, and RICHARD L. BURKARD and SARAH VAN BURKARD, his wife, all of Fort Lauderdale, Broward County, Florida, make, declare and establish this Declaration of Condominium as and for the plan of dwelling ownership and condominium for the Condominium hereinafter described. For the sake of simplicity, the Declaror will at all times be referred to in the singular person and neuter gender.

I

ESTABLISHMENT OF CONDOMINIUM

Declaror hereby submits the following condominium property to condominium ownership:

See Exhibit "E" Attached Hereto and Made a Part Hereof.

The name by which the Condominium hereby created is to be identified is: THE WINSTON CONDOMINIUM.

The name of the association is: WINSTON HOUSE ASSOCIATION, INC., a Florida corporation not for profit.

Each unit is identified by number on Exhibit "A" to this Declaration, and no unit bears the same designation as any other unit.

II

SURVEY AND DESCRIPTION OF IMPROVEMENTS

Annexed hereto and expressly made a part hereof as Exhibit "A", consisting of _____ pages, is a survey of the land and graphic description and plot plans of the improvements constituting the CONDOMINIUM, identifying the PRIVATE DWELLINGS, COMMON PROPERTY and LIMITED COMMON PROPERTY, as said terms are hereinafter defined, and their respective locations and approximate dimensions. Each PRIVATE DWELLING is identified by specific number on said Exhibit "A", and no PRIVATE DWELLING bears the same designation as any other PRIVATE DWELLING. Similarly, each parking space and storage locker space constituting LIMITED COMMON PROPERTY is identified by specific number on said Exhibit "A" and no parking space or storage locker space constituting a part of said LIMITED COMMON PROPERTY bears the same designation as any other such space.

III

PRIVATE DWELLINGS, COMMON PROPERTY AND LIMITED COMMON PROPERTY

The CONDOMINIUM consists of PRIVATE DWELLINGS, COMMON PROPERTY AND LIMITED COMMON PROPERTY, as said terms are hereinafter defined.

PRIVATE DWELLINGS, as the term is used herein, shall mean and comprise the separate and numbered Dwelling Units which are designated in Exhibit "A" to this Declaration of Condominium, excluding, however, all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and above the undecorated and/or unfinished inner surfaces of the ceilings of each Dwelling Unit, and further excluding all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions, and further excluding all pipes, ducts, wires, conduits and other facilities running through any interior wall or partition for the furnishing of utility services to PRIVATE DWELLINGS AND COMMON PROPERTY. Where there is attached to or abutting the building a porch or balcony, serving only the apartment abutting such porch or balcony, the boundary of the Private Dwelling shall be extended so as to include within it that part of such porch or balcony lying within the extension of the vertical and horizontal boundaries of the said Private Dwelling, as above expressed.

COMMON PROPERTY, as the term is used herein, shall mean and comprise all of the real property, improvements, and facilities of the CONDOMINIUM other than the PRIVATE DWELLINGS, as the same are hereinabove defined, and shall include easements through PRIVATE DWELLINGS for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility service to PRIVATE DWELLINGS AND COMMON PROPERTY and easements of support in every portion of a PRIVATE DWELLING which contributes to the support of the improvements, and shall further include all personal property held and maintained for the joint use and enjoyment of all of the owners of all such PRIVATE DWELLINGS.

LIMITED COMMON PROPERTY, as the term is used herein, shall mean and comprise that portion of the COMMON PROPERTY consisting of the number of separate and designated parking spaces and storage lockers specifically identified on Exhibit "A" hereto attached, as to each of which said parking spaces and storage lockers a right of exclusive use may be reserved as an appurtenance to a particular PRIVATE DWELLING, as hereinafter described.

IV

OWNERSHIP OF PRIVATE DWELLINGS AND APPURTENANT INTEREST IN COMMON PROPERTY

Each PRIVATE DWELLING shall be conveyed and treated as an individual property capable of independent use and fee simple ownership, and the owner or owners of each said PRIVATE DWELLING

shall own, as an appurtenance to the ownership of each said PRIVATE DWELLING, an undivided interest in the COMMON PROPERTY, together with the same undivided interest in the COMMON SURPLUS, being that which is hereinafter specifically assigned thereto. The percentage of undivided interest in the COMMON PROPERTY assigned to each PRIVATE DWELLING shall not be changed except with the unanimous consent of all of the owners of all of the PRIVATE DWELLINGS.

V

RESTRICTION AGAINST FURTHER SUBDIVIDING
OF PRIVATE DWELLINGS AND SEPARATE CONVEYANCE
OF APPURTENANT COMMON PROPERTY, ETC.

No PRIVATE DWELLING may be divided or subdivided into a smaller Dwelling Unit than as shown on Exhibit A hereto, nor shall any further dwelling, or portion thereof, be added to or incorporated into any other PRIVATE DWELLING. The undivided interest in the COMMON PROPERTY declared to be an appurtenance to each PRIVATE DWELLING shall not be conveyed, devised, encumbered or otherwise dealt with separately from said PRIVATE DWELLING, and the undivided interest in COMMON PROPERTY appurtenant to each PRIVATE DWELLING shall be deemed conveyed, devised, encumbered or otherwise included with the PRIVATE DWELLING even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering or otherwise dealing with such PRIVATE DWELLING. Any conveyance, mortgage or other instrument which purports to affect the conveyance, devise or encumbrance, or which purports to grant any right, interest or lien in, to or upon, a PRIVATE DWELLING, shall be null, void and of no effect insofar as the same purports to affect any interest in a PRIVATE DWELLING and its appurtenant undivided interest in COMMON PROPERTY, unless the same purports to convey, devise, encumber or otherwise trade or deal with the entire PRIVATE DWELLING. Any instrument conveying, devising, encumbering or otherwise dealing with any PRIVATE DWELLING which describes said PRIVATE DWELLING by the PRIVATE DWELLING Unit Number assigned thereto in Exhibit "A" without limitation or exception, shall be deemed and construed to affect the entire PRIVATE DWELLING and its appurtenant undivided interest in the COMMON PROPERTY. Nothing herein contained shall be construed as limiting or preventing ownership of any PRIVATE DWELLING and its appurtenant undivided interest in the COMMON PROPERTY by more than one person or entity as tenants in common, joint tenants, or as tenants by the entirety.

VI

CONDOMINIUM SUBJECT TO RESTRICTIONS, ETC.

The Private Dwellings, Common Property and Limited Common Property shall be, and the same are hereby declared to be subject to the restrictions, easements, conditions and covenants prescribed and established herein, as well as those established by the condominium corporation charter, by-laws and the rules and regulations now or hereafter promulgated, governing the use of said PRIVATE DWELLINGS, COMMON PROPERTY and LIMITED COMMON PROPERTY and setting forth the obligations and responsibilities incident to ownership of each Private Dwelling and its appurtenant undivided interest in the Common Property and/or its appurtenant right to use any parking space constituting Limited Common Property, and said Private Dwellings, Common Property and Limited Common Property are further declared to be subject to the restrictions, easements, conditions, and limitations now of record affecting the land and improvements of the CONDOMINIUM.

VII

PERPETUAL NON-EXCLUSIVE EASEMENT IN COMMON PROPERTY

The COMMON PROPERTY shall be, and the same is hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the owners of PRIVATE DWELLINGS in the CONDOMINIUM for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said owners of PRIVATE DWELLINGS. Notwithstanding anything above provided in this Article, the CONDOMINIUM ASSOCIATION, hereinafter identified, shall have the right to establish the rules and regulations pursuant to which the owner of owners of any PRIVATE DWELLING may be entitled to the exclusive use of any parking spaces (other than those parking spaces comprising LIMITED COMMON PROPERTY).

VIII

EASEMENT FOR UNINTENTIONAL AND NON-NEGLIGENT ENCROACHMENTS

In the event that any PRIVATE DWELLING shall encroach upon any COMMON PROPERTY for any reason not caused by the purposeful or negligent act of the PRIVATE DWELLING owner or owners, or agents of such owner or owners, then an easement appurtenant to such PRIVATE DWELLING shall exist for the continuance of such encroachment unto the COMMON PROPERTY for so long as such encroachment shall naturally exist; and, in the event that any portions of the COMMON PROPERTY shall encroach upon any PRIVATE DWELLING, then an easement shall exist for the continuance of such encroachment of the COMMON PROPERTY into any PRIVATE DWELLING for so long as such encroachment shall naturally exist.

IX

RESTRAINT UPON SEPARATION AND PARTITION OF COMMON PROPERTY

Recognizing that the proper use of a PRIVATE DWELLING by any owner or owners is dependent upon the use and enjoyment of the COMMON PROPERTY in common with the owners of all other PRIVATE DWELLINGS, and that it is in the interest of all owners of PRIVATE DWELLINGS that the ownership of the COMMON PROPERTY be retained in common by the owners of PRIVATE DWELLINGS in the CONDOMINIUM, it is declared that the percentage of the undivided interest in the COMMON PROPERTY appurtenant to each PRIVATE DWELLING shall remain undivided and no owner of any PRIVATE DWELLING shall bring or have any right to bring any action for partition or division.

X

PERCENTAGE OF UNDIVIDED INTEREST IN COMMON PROPERTY APPURTENANT TO EACH PRIVATE DWELLING

The undivided interest in COMMON PROPERTY appurtenant to each PRIVATE DWELLING is that percentage of undivided interest which is set forth and assigned to each PRIVATE DWELLING in that certain schedule which is annexed hereto and expressly made a part hereof as Exhibit "B". Likewise, each PRIVATE DWELLING shall have appurtenant thereto an undivided interest in the LIMITED COMMON PROPERTY in the same percentage as there is appurtenant thereto an undivided interest in the COMMON PROPERTY, subject, however, to the exclusive right of use in LIMITED COMMON PROPERTY which may be assigned as an appurtenance to a particular PRIVATE DWELLING.

XI

EASEMENT FOR AIR SPACE

The owner of each PRIVATE DWELLING shall have an exclusive easement for the use of the air space occupied by said PRIVATE DWELLING as it exists at any particular time and as said PRIVATE DWELLING may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

XII

ADMINISTRATION OF THE CONDOMINIUM BY
THE CONDOMINIUM ASSOCIATION

To efficiently and effectively provide for the administration of the CONDOMINIUM by the owners of PRIVATE DWELLINGS, a non-profit Florida corporation, known and designated as _____ has been organized, and said corporation shall administer the operation and management of the CONDOMINIUM and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration of Condominium, and in accordance with the terms of the Articles of Incorporation and the By-Laws of said corporation. A true copy of the Articles of Incorporation and By-Laws are annexed hereto and expressly made a part hereof as Exhibits "C" and "D" respectively. The owner or owners of each PRIVATE DWELLING shall automatically become members of the Association upon his, their or its acquisition of an ownership interest in title to any PRIVATE DWELLING and its appurtenant undivided interest in COMMON PROPERTY and LIMITED COMMON PROPERTY, and the membership of such owner or owners shall terminate automatically upon such owner or owners being divested of such ownership interest in the title to such PRIVATE DWELLING, regardless of the means by which such ownership may be divested. No person, firm or corporation holding any lien, mortgage or other encumbrance upon any PRIVATE DWELLING shall be entitled, by virtue of such lien, mortgage or other encumbrance, to membership in the ASSOCIATION, or to any of the rights or privileges of such membership. In the administration of the operation and management of THE CONDOMINIUM, said ASSOCIATION shall have and is hereby granted the authority and power to enforce the provisions of this Declaration of Condominium, levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such rules and regulations governing the use of the PRIVATE DWELLINGS, COMMON PROPERTY and LIMITED COMMON PROPERTY as the Board of Directors of the ASSOCIATION may deem to be in the best interest of the CONDOMINIUM.

XIII

RESIDENTIAL USE RESTRICTIONS APPLICABLE
TO PRIVATE DWELLINGS

Each PRIVATE DWELLING is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests and invitees. No owner or owners of any PRIVATE DWELLING shall permit use of the same for transient, hotel or commercial purposes.

XIV

USE OF COMMON PROPERTY AND LIMITED COMMON
PROPERTY SUBJECT TO RULES OF ASSOCIATION

The use of COMMON PROPERTY by the owner or owners of all PRIVATE DWELLINGS, and all other parties authorized to use the same, and the use of LIMITED COMMON PROPERTY by the owner or owners entitled to use the same, shall be at all times subject to such reasonable rules and regulations as may be prescribed and established governing such use, or which may hereafter be prescribed and established by the ASSOCIATION.

XV

THE CONDOMINIUM TO BE USED FOR LAWFUL PURPOSES,
RESTRICTION AGAINST NUISANCES, ETC.

No immoral, improper, offensive or unlawful use shall be made of any PRIVATE DWELLING or of the COMMON PROPERTY, or of the LIMITED COMMON PROPERTY, nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the CONDOMINIUM shall be observed. No owner of any PRIVATE DWELLING shall permit or suffer anything to be done or kept in his PRIVATE DWELLING, or on the COMMON PROPERTY, or on the LIMITED COMMON PROPERTY, which will increase the rate of insurance on the CONDOMINIUM, or which will obstruct or interfere with the rights of other occupants of the building or annoy them by unreasonable noises, nor shall any such owner undertake any use or practice which shall create and constitute a nuisance to any other owner of a PRIVATE DWELLING, or which interferes with the peaceful possession and proper use of any other PRIVATE DWELLING, or the COMMON PROPERTY, or the LIMITED COMMON PROPERTY.

XVI

RIGHT OF ENTRY INTO PRIVATE DWELLINGS IN EMERGENCIES

In case of any emergency originating in or threatening any PRIVATE DWELLING, regardless of whether the owner is present at the time of such emergency, the Board of Directors of THE ASSOCIATION, or any other person authorized by it, or the building superintendent or managing agent, shall have the right to enter such PRIVATE DWELLING for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the owner of each PRIVATE DWELLING, if required by the ASSOCIATION, shall deposit under the control of the ASSOCIATION a key to such PRIVATE DWELLING.

XVII

RIGHT OF ENTRY FOR MAINTENANCE OF COMMON PROPERTY

Whenever it is necessary to enter any PRIVATE DWELLING for the purpose of performing any maintenance, alteration or repair to any portion of the COMMON PROPERTY, or to go upon any LIMITED COMMON PROPERTY for such purpose, the owner of each PRIVATE DWELLING shall permit other owners or their representatives, or the duly constituted and authorized agent of the ASSOCIATION, to enter such PRIVATE DWELLING, or to go upon the LIMITED COMMON PROPERTY constituting an appurtenance to any such PRIVATE DWELLING, for such purpose, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

XVIII

LIMITATION UPON RIGHT OF OWNERS TO
ALTER AND MODIFY PRIVATE DWELLINGS

No owner of a Private Dwelling shall permit to be made any structural modifications or alterations in such PRIVATE DWELLING without first obtaining the written consent of ASSOCIATION, which consent may be withheld in the event that a majority of the Board of Directors of said Corporation determine, in their sole discretion, that such structural modifications or alterations would affect or in any manner endanger the building in part or in its entirety. If the modification or alteration desired by the owner of any PRIVATE DWELLING involves the removal of any permanent interior partition, ASSOCIATION shall have the right to permit

such removal so long as the permanent interior partition to be removed is not a load bearing partition, and so long as the removal thereof would in no manner affect or interfere with the provisions of utility services constituting COMMON PROPERTY located therein. No owner shall cause any improvements or changes to be made on the exterior of the building, including painting or other decoration, or the installation of electrical wiring, television antenna, machines or air conditioning units, which may protrude through the walls or roof of the building, or in any manner change the appearance of any portion of the building not within the walls of such PRIVATE DWELLING, without the written consent of ASSOCIATION being first had and obtained.

XIX

RIGHT OF ASSOCIATION TO ALTER AND IMPROVE PROPERTY AND ASSESSMENT THEREFOR

ASSOCIATION shall have the right to make or cause to be made such alterations or improvements to the COMMON PROPERTY which do not prejudice the rights of the owner of any PRIVATE DWELLING, provided the making of such alterations and improvements are approved by the Board of Directors of said ASSOCIATION and the cost of such alterations and improvements does not exceed \$2,000.00. Improvements and alterations costing in excess of \$2,000.00 shall not be made without the approval of the membership of the ASSOCIATION, evidenced by the affirmative vote of at least two-thirds (2/3rds) of the entire voting power of the membership of the Association acting at a meeting of the members duly called for such purpose. The cost of such alterations or improvements shall be assessed as common expense to be assessed and collected from all of the owners of PRIVATE DWELLINGS. However, where any alterations and improvements are exclusively or substantially exclusively for the benefit of the owner or owners of a PRIVATE DWELLING or PRIVATE DWELLINGS requesting the same, then the cost of such alterations and improvements shall be assessed against and collected solely from the owner or owners of the PRIVATE DWELLING or PRIVATE DWELLINGS exclusively or substantially exclusively benefitted, and the assessment to be levied in such proportion as may be determined by the Board of Directors of ASSOCIATION.

XX

MAINTENANCE AND REPAIR BY OWNERS OF PRIVATE DWELLINGS

The owner of each Private Dwelling must promptly correct any condition which, if left uncorrected, would adversely affect the apartment building or any part thereof belonging to another PRIVATE DWELLING owner. If the building or any other PRIVATE DWELLING owner should sustain damages because of another owner failing to correct the condition within his premises, such owner shall be liable and responsible for the damages and liability which his action or non-action occasioned. The owner of each PRIVATE DWELLING shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all air conditioning and heating equipment, stoves, refrigerators, fans, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to his PRIVATE DWELLING and which may now or hereafter be situated in his PRIVATE DWELLING. Such owner shall further be responsible and liable for maintenance, repair and replacement of any and all wall, ceiling and floor exterior surfaces, painting, decorating and furnishings, and all other accessories which such owner may desire to place or maintain in his PRIVATE DWELLING. Wherever

the maintenance, repair and replacement of any items for which the owner of a PRIVATE DWELLING is obligated to maintain, repair or replace at his own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by ASSOCIATION, the proceeds of the insurance received by ASSOCIATION, or the Insurance Trust hereinafter designated, shall be used for the purpose of making such maintenance, repair or replacement, except that the owner of such PRIVATE DWELLING shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement.

XXI

MAINTENANCE AND REPAIR OF COMMON PROPERTY AND LIMITED COMMON PROPERTY BY ASSOCIATION

The ASSOCIATION, at its expense, shall be responsible for the maintenance, repair and replacement of all of the COMMON PROPERTY and LIMITED COMMON PROPERTY, including those portions thereof which contribute to the support of the building, and all conduits, ducts, plumbing, wiring and other facilities located in the COMMON PROPERTY and the LIMITED COMMON PROPERTY for the furnishing of utility services to the PRIVATE DWELLINGS and said COMMON PROPERTY and LIMITED COMMON PROPERTY, and should any incidental damage be caused to any PRIVATE DWELLING by virtue of any work which may be done or caused to be done by ASSOCIATION in the maintenance, repair or replacement of any COMMON PROPERTY, the said ASSOCIATION shall, at its expense, repair such incidental damage.

XXII

LIMITED COMMON PROPERTY

Upon his acquiring a fee simple title interest in and to a private dwelling, each owner shall be assigned a parking space and storage locker. The said spaces are designated as LIMITED COMMON PROPERTY. With respect to such LIMITED COMMON PROPERTY, the owner of the Private Dwelling being assigned the same shall have the exclusive right to use the same; and such exclusive right shall become an appurtenance to said Private Dwelling and shall be encumbered by or subject to any mortgage then or thereafter encumbering said Private Dwelling; and upon the conveyance or passing of title to the Private Dwelling to which the said Limited Common Property is appurtenant, such exclusive right shall pass as an appurtenance thereto in the same manner as the undivided interest in the Common Property appurtenant to such Private Dwelling passes. No conveyance, encumbrance or passing of title in any manner whatsoever to any exclusive right to use Limited Common Property may be made or accomplished separately from the conveyance, encumbrance or passing of title to the Private Dwelling to which it is appurtenant, except that such exclusive right may be separately assigned, transferred or conveyed to the ASSOCIATION, provided that as a condition precedent to the conveyance, assignment or transfer to the Association of said exclusive right, the same shall be released from any mortgage, lien or encumbrance encumbering the Private Dwelling from which such appurtenance is being severed by conveyance, assignment or transfer. Whenever the ASSOCIATION shall become the owner of the exclusive right to use LIMITED COMMON PROPERTY, the acquisition of which such exclusive right shall be by instrument executed with the formality of a deed, such exclusive right may be thereafter by instrument executed in such formality assigned by the ASSOCIATION to any Private Dwelling to the same force and effect as if originally assigned thereto by the Association. However, while the Association shall be

the owner of the exclusive right to use any Limited Common Property, the same shall be treated by the Association just as though same constituted a part of the Common Property instead of the Limited Common Property. No separate charge shall be made by the Association for the use of the Limited Common Property.

XXIII

LIABILITY FOR LOSS INSURANCE

Risk of loss or or damage to any furniture, furnishings, personal effects and other personal property (other than such furniture, furnishings and personal property constituting a portion of the Common Property) belonging to or carried on the person of each Private Dwelling, or which may be stored in any Private Dwelling, or in, or or upon Common Property or Limited Common Property, shall be borne by the owner of each such Private Dwelling. The owner of a Private Dwelling shall have no personal liability for any damages caused by the Association or in connection with the use of the Common Property or Limited Common Property. The owner of a Private Dwelling shall be liable for injuries or damages resulting from an accident in his own Private Dwelling to the same extent and degree that the owner of a house would be liable for an accident occurring within the house. The owner of each Private Dwelling may, at his own expense, obtain insurance coverage for loss of or damage to any furniture, furnishings, personal effects and other personal property belonging to such owner and may, at his own expense and option, obtain insurance coverage against personal liability for injury to the person or property of another while within such owner's Private Dwelling or upon the Common Property or Limited Common Property.

XXIV

INSURANCE COVERAGE TO BE MAINTAINED BY ASSOCIATION; INSURANCE TRUSTEE, APPOINTMENT AND DUTIES; USE AND DISTRIBUTION OF INSURANCE PROCEEDS, ETC.

The following insurance coverage shall be maintained in full force and effect by Association:

A) Casualty insurance covering all of the Private Dwellings, Common Property and Limited Common Property in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the insurance carrier, such coverage to afford protection against (i) loss or damage by fire or other hazards covered by the standard extended coverage or other perils endorsement; and (ii) such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings similar in construction, location and use to this CONDOMINIUM, including but not limited to vandalism, malicious mischief, windstorm, water damage and war risk insurance, if available;

B) Public liability and property damage insurance in such amounts and in such form as shall be required by Association to protect said Association and the owners of all Private Dwellings, including but not limited to water damage, legal liability, hired automobile, non-owned automobile and off-premises employee coverage;

C) Workmen's Compensation insurance to meet the requirements of law;

D) Such other insurance coverage as the Board of Directors of Association in its sole discretion may determine from time to time to be in the best interests of Association and the owners of the Private Dwellings.

All liability insurance maintained by Association shall contain cross-liability endorsements to cover liability of all owners of Private Dwellings as a group to each Private Dwelling owner.

All insurance coverage authorized to be purchased shall be purchased by Association for itself and for the benefit of all of the owners of all PRIVATE DWELLINGS, and their respective mortgagees as their interests shall appear. The cost of obtaining the insurance coverage authorized above is declared to be a common expense, as are any other fees and expenses incurred which may be necessary or incidental to carrying out the provisions hereof.

All policies of casualty insurance covering the Condominium shall provide for the insurance proceeds covering any loss to be payable to the Insurance Trustee named as hereinafter provided, as or to its successor, and the insurance proceeds from any casualty loss shall be held for the use and benefit of the lender Association and all of the owners of all Private Dwellings and their respective mortgagees, as their interests may appear, and such insurance proceeds shall be applied or distributed in the manner herein provided. Association is hereby declared to be and appointed as Authorized Agent for all of the owners of all Private Dwellings for the purpose of negotiating and agreeing to a settlement as to the value and extent of any loss which may be covered under any policy of casualty insurance, and is granted a full right and authority to execute in favor of any insurer a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property. The Association shall furnish the lender with paid bills or copies thereof showing that the premiums of such insurance have been paid, and shall furnish the lender with copies of all policies in force upon said condominium.

The company or companies with whom Association shall place its casualty insurance coverage must be good and responsible companies authorized to do business in Florida. Said company or companies and agent or agents shall be first approved by the lender.

So long as the lender which provides construction funds for the erection of the apartment building is the holder of a mortgage encumbering any Private Dwelling in the Condominium, said mortgagee shall have the right to designate and approve the Insurance Trustee; and at such time as the said mortgagee is not the holder of a mortgage on any Private Dwelling, then Association shall have the right to designate the Insurance Trustee.

The Insurance Trustee shall be a banking institution having trust powers or a title company doing business in the State of Florida. The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal of any policy or policies of casualty insurance, nor for the sufficiency of coverage, nor for the form of content of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds of casualty insurance as are paid and to hold same in trust for the purposes herein stated, and for the benefit of the Association and the owners of all Private Dwellings and their respective mortgagees, such insurance proceeds to be disbursed and paid by the Insurance Trustee as hereinafter provided. Association as a common expense shall pay a reasonable fee to said Insurance Trustee for its services rendered hereunder, and shall pay such costs and expenses as said Insurance Trustee may incur in the performance of any duties and obligations imposed upon it hereunder. Said Insurance Trustee shall be liable only for its wilful misconduct, bad faith or gross negligence, and then for only such money which comes into the possession of said Insurance Trustee. Wherever the Insurance Trustee may be required to make distribution of insurance proceeds to owners of Private Dwellings and their mortgagees, as their respective interests may appear, the Insurance Trustee may rely upon a certificate of the President and

Secretary of Association, executed under oath, and which Certificate will be provided to said Insurance Trustee upon request of said Insurance Trustee made to Association, such Certificate to certify unto said Insurance Trustee the name or names of the owners of each Private Dwelling, the name or names of the mortgagee or mortgagees who may hold a mortgage or mortgages encumbering each Private Dwelling, and the respective percentages of any distribution which may be required to be made to the owner or owners of any Private Dwelling or Private Dwellings, and his or their respective mortgagee or mortgagees, as their respective interests may appear. Where any insurance proceeds are paid to the Insurance Trustee for any casualty loss, the holder or holders of any mortgage or mortgages encumbering a Private Dwelling shall not have the right to determine or participate in the determination of repair or replacement of any loss or damage, and shall not have the right to elect to apply insurance proceeds to the reduction of any mortgage or mortgages, unless such insurance proceeds represent a distribution to the owner or owners of any Private Dwelling or Private Dwellings, and their respective mortgagees, after such insurance proceeds have been first applied to repair, replacement or reconstruction of any loss or damage, or unless such casualty insurance proceeds are authorized to be distributed to the owner or owners of any Private Dwelling or Private Dwellings, and their respective mortgagee or mortgagees, by reason of loss of or damage to any property as to which a determination is made not to repair, replace or restore such property.

In the event of the loss of or damage to Common Property, real or personal, and/or Limited Common Property, and/or Private Dwelling or Dwellings, which loss or damage is covered by the casualty insurance, the proceeds paid to the Insurance Trustee to cover such loss or damage shall be applied to the repair, replacement or reconstruction of such loss or damage, in the following order: first, toward the repair, replacement or reconstruction of the Common Property, including the Limited Common Property, and then toward the repair, replacement or reconstruction of the Private Dwellings. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction, then such excess insurance proceeds shall be paid by the Insurance Trustee to the owners of all of the Private Dwellings and their respective mortgagees, irrespective of whether there may be exclusive right to use a parking space constituting Limited Common Property appurtenant to any of such Private Dwellings, the distribution to be separately made to the owner of each Private Dwelling and his respective mortgagee or mortgagees, as their interests may appear, in such proportion that the share of such excess insurance proceeds paid to the owner of each Private Dwelling and his said mortgagee or mortgagees, if any, shall bear the same ratio to the total excess insurance proceeds as does the undivided interest in Common Property appurtenant to each Private Dwelling bear to the total undivided interests in Common Property appurtenant to all Private Dwellings. If it appears that the insurance proceeds covering the casualty loss or damage payable to the Insurance Trustee are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be so sufficient, then Association shall deposit with the Insurance Trustee a sum which, together with the insurance proceeds received or to be received, will enable said Insurance Trustee to completely pay for the repair, replacement or reconstruction of any loss or damage, as the case may be. The monies to be deposited by Association with the Insurance Trustee, in said latter event, may be paid by Association out of its Reserve for Replacement Fund, and if the amount in such Reserve for Replacement Fund is not sufficient, then Association shall levy and collect an assessment against the owners of all Private Dwellings and said private Dwellings in an amount which shall provide the funds required to pay for said repair, replacement or reconstruction without regard to the existence of any exclusive right to use a parking space constituting Limited Common Property which may be an appurtenance to said Private Dwellings.

In the event of loss of or damage to property covered by such casualty insurance, Association shall, within sixty (60) days after any such occurrence, obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before such loss or damage, such estimates to contain and include the cost of any professional fees and premium for such Bond as the Board of Directors of Association may deem to be in the best interests of the membership of said Association. Wherever it shall appear that the insurance proceeds payable for such loss or damage will not be sufficient to defray the cost of the repair, replacement or reconstruction thereof, the additional monies required to completely pay for such repair, replacement or reconstruction of said loss or damage shall be deposited with said Insurance Trustee no later than thirty (30) days from the date on which said Insurance Trustee shall receive the monies payable under the policy or policies of casualty insurance.

In the event of the loss or or damage to personal property belonging to Association, the Insurance proceeds, when received by the Insurance Trustee, shall be paid to Association. In the event of the loss of or damage to personal property constituting a portion of the Common Property and should the Board of Directors of Association determine not to replace such personal property as may be lost or damaged, then the insurance proceeds received by the Insurance Trustee shall be paid to all of the owners of all Private Dwellings and their respective mortgagee or mortgagees, as their interests may appear, in the manner and in the proportions hereinbefore provided for the distribution of excess insurance proceeds.

All of the foregoing covenants concerning the lender or other mortgagees are for the benefit of the lender and may be enforced by the lender.

XXV
APPORTIONMENT OF TAX OR SPECIAL ASSESSMENT IF LEVIED AND
ASSESSED AGAINST THE CONDOMINIUM AS A WHOLE

In the event that any taxing authority having jurisdiction over the CONDOMINIUM shall levy or assess any Tax or Special Assessment against the CONDOMINIUM, as a whole, as opposed to levying and assessing such Tax or Special Assessment against each Private Dwelling and its appurtenant undivided interest in Common Property, as now provided by law, then such Tax or Special Assessment so levied shall be paid as a common expense by Association, and any Taxes or Special Assessments which are to be levied shall be included, wherever possible, in the estimated Annual Budget of Association, or shall be separately levied and collected as an assessment by Association against all of the owners of all Private Dwellings and said Private Dwellings, if not included in said Annual Budget. The amount of any Tax or Special Assessment paid or to be paid by Association in the event that such Tax or Special Assessment is levied against the CONDOMINIUM, as a whole, instead of against each separate Private Dwelling and its appurtenant undivided interest in Common Property, shall be apportioned among the owners of all Private Dwellings so that the amount of such Tax or Special Assessment so paid or to be paid by Association and attributable to and to be paid by the owner or owners of each Private Dwelling shall be that portion of such total Tax or Special Assessment which bears the same ratio to said total Tax or Special Assessment as the undivided interest in Common Property appurtenant to each Private Dwelling bears to the total undivided interest in Common Property appurtenant to all Private Dwellings. In the event that any Tax or Special Assessment shall be levied against the CONDOMINIUM in its entirety, without apportionment by the taxing authority to the Private Dwellings and appurtenant undivided interests in Common Property, then the assessment by Association, which shall include the proportionate share of such Tax or Special Assessment attributable to each Private Dwelling and its appurtenant undivided interest in Common Property, shall separately specify and identify the amount of such assessment

attributable to such Tax or Special Assessment, and the amount of such Tax or Special Assessment so designated shall be and constitute a lien prior to all mortgages and encumbrances upon any Private Dwelling and its appurtenant undivided interest in Common Property, regardless of the date of the attachment and/or recording of such mortgage or encumbrance, to the same extent as though such Tax or Special Assessment had been separately levied by the taxing authority upon each Private Dwelling and its appurtenant undivided interest in Common Property.

All personal property taxes levied or assessed against personal property owned by Association shall be paid by said Association and shall be included as a common expense in the Annual Budget of Association.

In apportionment of any Tax or Special Assessment in accordance with the provisions of this Article, such apportionment shall be made without regard to the existence of any exclusive right to use a parking space constituting Limited Common Property which may be an appurtenance to any Private Dwelling.

XXVI

TRANSFER OR LEASE OF PRIVATE DWELLINGS

The Association members are cognizant of the fact that the close proximity of the apartments and the mutual sharing of the Common Property and recreational areas can create social problems if the owners and occupants of the facilities are not compatible. With this knowledge and understanding, each party who purchases a Private Dwelling is screened and investigated to insure to the extent possible that he or they were of good character, habit and morals, and that they would be generally desirable as occupants, users and neighbors in a condominium apartment house project. It is the desire of the Association members that the same investigative and screening process be used and employed to keep and maintain these same basic standards with respect to the admission of new members or occupants of the condominium project. With this background and for these reasons, no lease or sale of any Private Dwelling may be made except in compliance with these provisions:

No lease or sale of any Private Dwellings shall be made, nor shall any such attempted lease or sale be valid unless the Association's prior written approval of such lease, sale or transfer shall have been first obtained.

Completely apart and in addition to the Association's right to pass on and approve or disapprove of any such attempted lease or transfer of any Private Dwelling, is the right of the Association hereby given and granted of first refusal to lease or purchase any Private Dwelling offered for lease or purchase by any member of the Association. Accordingly, no owner of a Private Dwelling shall lease or sell the same to any party without first giving the Association notice in writing of such lease or sale as herein provided, thereby giving the Association the opportunity to determine whether it will exercise the right of first refusal to lease or purchase said Private Dwelling on the same terms and conditions as those contained in any bona fide offer which the owner of such Private Dwelling may have received for the lease or purchase of his said Private Dwelling. Whenever the owner of any Private Dwelling has received a bona fide offer to lease or purchase his Private Dwelling and is desirous of accepting such bona fide offer, a bona fide offer being defined herein as an offer in writing, binding upon the offeror and containing all the pertinent terms and conditions of such lease or sale, and accompanied by an earnest money deposit in the amount equal to at least 10% of the purchase price if the same is an offer for the purchase of such Private Dwelling, the owner of such Private Dwelling shall notify the Board of Directors of Association in writing by registered or certified mail sent to the Offices of

said Corporation, or by personal delivery made to the President or Secretary of the said Association, of his desire to accept such offer for the lease or purchase of his Private Dwelling, stating the name, address, business, occupation or employment, if any, of the offeror, an executed copy of the bona fide offer for said lease or purchase to be enclosed with such notice. If Association is desirous of exercising its option to lease or purchase said Private Dwelling on the same terms and conditions as are contained in said bona fide offer, then Association shall notify the owner of said Private Dwelling desiring to lease or sell the same of the exercise by Association of its election to so lease or purchase said Private Dwelling, such notice to be in writing and sent by registered or certified mail to said owner within fourteen (14) days from receipt by Association of the owner's notice to said corporation as hereinabove required, or said notice in writing may be personally delivered to said owner within said fourteen (14) day period. If Association has elected to lease or purchase such Private Dwelling, then, upon notifying the owner of such Private Dwelling of its election to lease or purchase said Private Dwelling, Association shall execute a lease or contract to purchase, and shall consummate such contract to purchase, all on the same terms and conditions as those contained in said bona fide offer. If Association does not, within fourteen(14) days after notice to it from the owner, exercise its rights of first refusal herein granted, the owner may sell or lease the Private Dwelling to the proposed buyer or lessee, provided that the Association has approved of the buyer or lessee. If the Association has given its approval, then the owner of said Private Dwelling shall not lease or sell said Private Dwelling to any party other than the party designated to the Board of Directors of Association in the afore-described and required notice, nor for any lower rental or purchase price, nor on any more favorable terms and conditions than those originally contained in said bona fide offer presented to Association, without again giving Association the right of first refusal to lease or purchase such Private Dwelling in the manner above provided.

If the Board of Directors of Association shall so elect, it may cause its right of first refusal to lease or purchase any Private Dwelling to be exercised in its name for itself or for a party approved by said Board of Directors, or said Board of Directors of Association may elect to cause said Private Dwelling to be leased or purchased directly in the name of a party approved by it, which party shall enter into a lease or contract to purchase and consummate such contract to purchase said Private Dwelling in the same manner as would Association upon its exercise of said right of first refusal to lease or purchase such Private Dwelling. Whenever such right of first refusal granted to Association is to be exercised in the name of a party approved by Association, notice of such election as required herein shall be executed by Association, and the party approved by the Board of Directors of said corporation.

The foregoing provisions of this section entitled "Transfer or Lease of Private Dwellings" shall not apply to a transfer to or a purchase by a bank, life insurance company or federal savings and loan association which acquires its title as the result of owning a first mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor in lieu of foreclosure or through foreclosure proceedings; provided, however, that after such institution shall have acquired the title it shall be bound by the foregoing provisions upon a subsequent lease or sale of the unit so acquired insofar as such provisions refer and relate to the right of the association to first refusal to lease or purchase such dwelling. Any purchaser or lessee from such institution upon acquiring title to the Private Dwelling shall be bound in all respects by all of the foregoing limitations and restrictions in the same manner and to the same extent as any other Private Dwelling owner or lessee.

XXVII

ASSOCIATION TO MAINTAIN REGISTRY OF OWNERS AND
MORTGAGEES

Association shall at all times maintain a Register setting forth the names of the owners of all of the Private Dwellings, and in the event of the sale or transfer of any Private Dwelling to a third party, the purchaser or transferee shall notify Association in writing of his interest in such Private Dwelling, together with such recording information as shall be pertinent to identify the instrument by which such purchaser or transferee has acquired his interest in any Private Dwelling. Further, the owner of each Private Dwelling shall at all times notify Association of the names of the parties holding any mortgage or mortgages on any Private Dwelling and the recording information which shall be pertinent to identify the mortgage or mortgages.

The holder of any mortgage or mortgages upon any Private Dwelling may, if they so desire, notify Association of the existence of any mortgage or mortgages held by such party on any Private Dwelling, and upon receipt of such notice, Association shall register in its records all pertinent information pertaining to the same.

XXVIII

ASSESSMENTS: LIABILITY, LIEN AND ENFORCEMENT

Association is given the authority to administer the operation and management of the CONDOMINIUM. To properly administer the operation and management of the project, Association will incur, for the mutual benefit of all of the owners of Private Dwellings, costs and expenses which will be continuing or non-recurring costs, as the case may be, which costs and expenses are sometimes herein referred to as "common expenses." In furtherance of the grant of authority to Association to make, levy and collect assessments to pay the costs of the common expenses, the following provisions shall be operative and binding upon the owners of all Private Dwellings, to-wit:

A. All assessments levied against the owners of Private Dwellings and said Private Dwellings shall be uniform and, unless specifically otherwise provided for in this Declaration of Condominium, the assessments made by Association shall be in such proportion that the amount of assessment levied against each owner of a Private Dwelling and his Private Dwelling shall bear the same ratio to the total assessment made against all owners of Private Dwellings and their Private Dwellings as does the undivided interest in Common Property appurtenant to each Private Dwelling bear to the total undivided interest in Common Property appurtenant to all Private Dwellings, without increase or diminution for the existence or lack of existence of any exclusive right to use a parking space constituting Limited Common Property which may be an appurtenance to any Private Dwelling. Should Association be the owner of any Private Dwelling or Private Dwellings, the assessment which would otherwise be due and payable to Association by the owner of such Private Dwelling or Private Dwellings, reduced by the amount of income which may be derived from the leasing of such Private Dwelling or Private Dwellings by Association, shall be apportioned and assessment therefor levied ratably among the owners of all Private Dwellings which are not owned by Association, based upon their proportionate interests in the Common Property exclusive of the interests therein appurtenant to any Private Dwelling or Private Dwellings owned by Association.

B. The assessment levied against the owner of each Private Dwelling and his Private Dwelling shall be payable in such installments and at such times as may be determined by the Board of Directors of Association.

C. The Board of Directors of Association shall establish an Annual Budget in advance for such fiscal year which shall correspond to the calendar year, and such Budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the CONDOMINIUM, including a reasonable allowance for contingencies and reserves, such Budget to take into account projected anticipated income which is to be applied in reduction of the amounts required to be collected as an assessment each year. Upon adoption of such Annual Budget by the Board of Directors of Association, copies of said Budget shall be delivered to each owner of a Private Dwelling and the assessment for said year shall be established based upon such Budget, although the delivery of a copy of said Budget to each owner shall not affect the liability of any owner for such assessment. Should the Board of Directors at any time determine, in the

sole discretion of said Board of Directors, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the CONDOMINIUM; or, in the event of emergencies, said Board of Directors shall have the authority to levy such additional assessment or assessments as it shall deem to be necessary.

D. The Board of Directors of Association, in establishing said Annual Budget for operation, management and maintenance of the Project, shall include therein a sum to be collected and maintained as a reserve fund for replacement of Common Property and Limited Common Property, which reserve fund shall be for the purpose of enabling Association to replace structural elements and mechanical equipment constituting a part of the Common Property and Limited Common Property, as well as the replacement of personal property which may constitute a portion of the Common Property held for the joint use and benefit of all of the owners of all Private Dwellings. The amount to be allocated to such reserve fund for replacements shall be established by said Board of Directors so as to accrue and maintain at all times a sum reasonably necessary to anticipate the need for replacement of said Common Property and Limited Common Property. The amount collected and allocated to the Reserve Fund for replacements from time to time shall be maintained in a separate account by Association although nothing herein contained shall limit Association from applying any monies in such Reserve Fund for Replacements to meet other needs or requirements of Association in operating or managing the Project in the event of emergencies, or in the event that the sums collected from the owners of Private Dwellings are insufficient to meet the then fiscal financial requirements of Association, but it shall not be a requirement that these monies be used for such latter purposes as a separate assessment may be levied therefor if deemed to be preferable by the Board of Directors of Association in the sole discretion of said Board of Directors.

E. The Board of Directors of Association, in establishing said Annual Budget for operation, management and maintenance of the Project, may include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by owners of Private Dwellings as a result of emergencies or for other reason placing financial stress upon the Corporation. The annual amount allocated to such operating reserve and collected therefor shall be determined by the Board of Directors. In no event shall surplus or excess sums be construed as income to the Association, but will be a liability of the Association in favor of the Private Dwelling owners in direct proportion to their percentage of interest in the Common Property.

F. All monies collected by Association shall be treated as the separate property of the said Association, and such monies may be applied by the said Association to the payment of any expense of operating and managing the CONDOMINIUM, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration of Condominium and the Articles of Incorporation and By-Laws of said corporation, and as the monies for any assessment are paid unto Association by any owner of a Private Dwelling, the same may be co-mingled with the monies paid to the Association by the other owners of Private Dwellings. Although all funds and other assets of Association, and any increments thereto or profits derived therefrom, or from the leasing or use of Common Property shall be held for the benefit of the members of Association, no member of said Corporation shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Private Dwelling. When the owner of a Private Dwelling shall cease

to be a member of Association by reason of the divestment of his ownership of such Private Dwelling, by whatever means, Association shall not be required to account to such owner for any share of the funds or assets of Association, or which may have been paid to said Association by such owner, as all monies which any owner has paid to Association shall be and constitute an asset of said corporation which may be used in the operation and management of the CONDOMINIUM.

G. The payment of any assessment or installment thereof due to Association shall be in default if such assessment, or any installment thereof, is not paid unto Association on or before the due date for such payment. When in default, the delinquent assessment or delinquent installment thereof due to Association shall bear interest at the rate of 8% per annum until such delinquent assessment or installment thereof and all interest due thereon has been paid in full to Association.

H. The owner or owners of each Private Dwelling shall be personally liable, jointly and severally, as the case may be, to Association for the payment of all assessments, regular or special, which may be levied by Association while such party or parties are owner or owners of a Private Dwelling in the Condominium. In the event that any owner or owners are in default in payment of any assessment or installment thereof owing to Association, such owner or owners of any Private Dwelling shall be personally liable, jointly and severally, for interest on such delinquent assessment or installment thereof as above provided, and for all costs of collecting such assessment or installment thereof and interest thereon, including a reasonable attorney's fee, whether suit be brought or not.

I. No owner of a Private Dwelling may exempt himself from liability for any assessment levied against such owner and his Private Dwelling by waiver of the use or enjoyment of any of the Common Property, the leased pool, recreational facilities, guest parking and dock areas, or by abandonment of the Private Dwelling, or in any other manner.

J. Recognizing that the necessity for providing proper operation and management of the Project entails the continuing payment of costs and expenses therefor, which results in benefit to all of the owners of Private Dwellings, and that the payment of such Common Expense represented by the assessments levied and collected by Association is necessary in order to preserve and protect the investment of the owner of each Private Dwelling, the Association is hereby granted a lien upon such Private Dwelling and its appurtenant undivided interest in Common Property, and, if applicable, upon any exclusive right to use Limited Common Property which may be an appurtenance to any such Private Dwelling, which lien shall secure and does secure monies due for all assessments now or hereafter levied against the owner of each Private Dwelling, which lien shall also secure interest, if any, which may be due on the amount of any delinquent assessments owing to Association, and which lien shall also secure all costs and expenses, including a reasonable attorney's fee, which may be incurred by Association in enforcing this lien upon said Private Dwelling and its appurtenant undivided interest in the Common Property and Limited Common Property. The lien granted to Association may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida; and in any suit for the foreclosure of said lien, the Association shall be entitled to rental from the owner of any Private Dwelling

from the date on which the payment of any assessment or installment thereof became delinquent and shall be entitled to the appointment of a Receiver for said Private Dwelling, without notice to the owner of a such Private Dwelling. The rental required to be paid shall be equal to the rental charged on comparable type of Dwelling Units. The lien granted to the Association shall further secure such advances for taxes, and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, and the Association shall further be entitled to interest at the rate of 8% per annum on any such advances made for such purpose. All persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of any Private Dwelling, or who may be given or acquire a mortgage, lien or other encumbrance thereon, is hereby placed on notice of the lien granted to Association, and shall acquire such interest in any Private Dwelling expressly subject to such lien, upon its recording as provided hereinafter.

K. The lien herein granted unto Association shall be effective from and after the time of recording in the Public Records of the county in which the condominium property is situated, a claim of lien stating the description of the Private Dwelling encumbered thereby, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. The claim of lien filed by the Association shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording of the Association's claim of lien, except that the lien of the Association for tax or special assessment advances made by Association where any taxing authority having jurisdiction levies any tax or special assessments against the CONDOMINIUM as an entirety instead of levying the same against each Private Dwelling and its appurtenant undivided interest in Common Property, shall be prior in lien, right and dignity to the lien of all mortgages, liens and encumbrances, whether or not recorded prior to the Association's claim of lien therefor, and the Association's claim of lien for collection of such portion of any tax or special assessment shall specifically designate that the same secures an assessment levied pursuant to the provisions of this Declaration of Condominium.

In the event that any person, firm or corporation shall acquire title to any Private Dwelling and its appurtenant undivided interest in common property by virtue of any foreclosure or judicial sale or through voluntary conveyance in lieu of foreclosure and judicial sale, such persons, firm or corporation so acquiring title shall only be liable and obligated for assessments as shall accrue and become due and payable for said Private Dwelling and its appurtenant undivided interest in Common Property subsequent to the date of acquisition of such title, and shall not be liable for the

payment of any assessments which were in default and delinquent at the time it acquired such title, except that such person, firm or corporation shall acquire such title subject to the lien of any Assessment by Association representing an apportionment of Taxes or Special Assessment levied by taxing authorities against the CONDOMINIUM in its entirety. In the event of the acquisition of title to a Private Dwelling by foreclosure or judicial sale, or through voluntary conveyance in lieu of foreclosure and judicial sale, any assessment or assessments as to which the party so acquiring title shall not be liable shall be absorbed and paid by all owners of all Private Dwellings as a part of the Common Expense, although nothing herein contained shall be construed as releasing the party liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

L. Whenever any Private Dwelling may be leased, sold or mortgaged by the owner thereof, which lease or sale shall be concluded only upon compliance with other provisions of this Declaration of Condominium, Association, upon written request of the owner of such Private Dwelling, shall furnish to the proposed lessee purchaser or mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to Association by the owner of such Private Dwelling. Such statement shall be executed by any officer of the Corporation and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and Association shall be bound by such statement.

In the event that a Private Dwelling is to be leased, sold or mortgaged at the time when payment of any assessment against the owner of said Private Dwelling and such Private Dwelling due to Association shall be in default (whether or not a claim of lien has been recorded by the Association), then the rent, proceeds of such purchase or mortgage proceeds, shall be applied by the lessee, purchaser or mortgagee first to payment of any then delinquent assessment or installments thereof due to Association before the payment of any rent, proceeds of purchase or mortgage proceeds to the owner of any Private Dwelling who is responsible for payment of such delinquent assessment.

In any voluntary conveyance of a Private Dwelling, the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments against Grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee therefor.

Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by Association which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining due to it.

XXIX

TERMINATION

If this Declaration of Condominium and the Plan of Condominium Ownership established herein is to be terminated, then a Certificate of Resolution of the Board of Directors of Association to said effect and notice of the cancellation and termination hereof shall be executed by the President and Secretary of Association in the recordable form, and such instrument shall be recorded in the Public Records of the county in which the condominium property is situated. Upon termination of this Declaration of Condominium and the Plan of Condominium Ownership established herein, all of the owners of Private Dwellings shall be and become tenants in common as to the ownership of the Condominium property herein described, and any then remaining improvements thereon, the undivided interest in such property and remaining improvements held by the owner or owners of each Private Dwelling to be the same as the undivided interest in Common Property which was formerly appurtenant to such Private Dwelling and the lien of any mortgage or other encumbrance upon each Private Dwelling shall attach, in the same order of priority, to the percentage of undivided interest of the owner of a Private Dwelling in the property and then remaining improvements as above provided. Upon termination of this Declaration of Condominium and the Plan of Condominium Ownership established herein, the Insurance Trustee shall distribute any insurance proceeds which may be due under any policy or policies of casualty insurance to the owners of the Private Dwellings and mortgages, as their respective interests may appear, such distribution to be made to the owner or owners of each Private Dwelling in accordance with their then undivided interest in the condominium property and remaining improvements as hereinbefore provided. The assets of Association, upon termination of the Plan of Condominium Ownership created hereby, shall then be distributed to all of the owner or owners of each Private Dwelling and to his or their mortgagees, as their respective interests may appear, in the same manner as was above provided for the distribution of any final insurance proceeds.

This Declaration of Condominium and the Plan of Condominium Ownership may only be terminated by the unanimous consent of all of the owners of all Private Dwellings and all of the parties holding mortgages, liens or other encumbrances against any of said Private Dwellings, in which event the termination of the Condominium shall be by such plan as may be then adopted by said owner or parties holding any mortgages, liens or other encumbrances. Such election to terminate this Declaration of Condominium and the Plan of Condominium Ownership established herein shall be by such Plan as may be then adopted by said owners and parties holding any mortgagee, liens or other encumbrances. Such election to terminate this Declaration of Condominium and the Plan of Condominium Ownership established herein shall be executed in writing by all of the aforementioned parties, and such instrument or instruments shall be recorded in the Public Records of the County in which the condominium property is situated.

In the event of the termination of the Condominium as above provided, any exclusive right to use Limited Common Property which may be an appurtenance to any Private Dwelling shall be automatically cancelled and terminated, and all Limited Common Property shall be treated in the same manner as though the same constituted a portion of Common Property.

XXX

AMENDMENT OF DECLARATION OF CONDOMINIUM

Except for any alteration in the percentage of ownership in Common Property appurtenant to each Private Dwelling, or alteration of the basis for apportionment of assessments which may be levied by Association in accordance with the provisions hereto, in which said instances consent of all of the owners of all Private Dwellings **and their respective mortgagees** shall be required, and except for any alteration, amendment and modification of the rights and privileges granted and reserved hereunder in favor of the DEVELOPER, which said rights and privileges shall only be altered, amended or modified with its express written consent, this Declaration of Condominium may be amended in the following manner.

An amendment or amendments to this Declaration of Condominium may be proposed by the Board of Directors of Association acting upon a vote of the majority of the Directors, or by the members of the Association owning a majority of the Private Dwellings in the CONDOMINIUM, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to this Declaration of Condominium being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of Association, or other officer of Association in the absence of the President, who shall thereupon call a Special Meeting of the members of Association for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by him of the proposed amendment or amendments, and it shall be the duty of the secretary to give to each member written or printed notice of such Special Meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the date set for such Special Meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail addressed to the member at his Post Office address as it appears on the records of Association, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice and such waiver, when filed in the records of Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of the members owning not less than two thirds (2/3rds) of the Private Dwellings in the condominium in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of this Declaration of Condominium shall be transcribed and certified by the President and Secretary of Association as having been duly adopted, and the original or an executed copy of such amendment or amendments so certified and executed with the same formalities as a deed shall be recorded in the Public Records of the county in which the condominium property is situated, within ten (10) days from the date on which the same became effective, such amendment or amendments to specifically refer to the recording data identifying the Declaration of Condominium. Thereafter, a copy of said amendment or amendments in the form in which the same were placed of record by the officers of Association shall be delivered to all of the owners of all Private Dwellings, but delivery of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any member of Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of Association at or prior to such meeting.

XXXI

REMEDIES IN EVENT OF DEFAULT

The owner or owners of each Private Dwelling shall be governed by and shall comply with the provisions of this Declaration of Condominium, the Articles of Incorporation, By-Laws of Association and Association Rules and Regulations, as any of the same are now constituted or as they may be amended from time to time. A default by the owner or owners of any Private Dwelling shall entitle Association or the owner or owners of other Private Dwelling or Private Dwellings to the following relief:

A. Failure to comply with any of the terms of this Declaration of Condominium or other restrictions and regulations contained in the Articles of Incorporation, By-Laws of Association, or Association Rules and Regulations, as any of the same are now constituted, or as they may be amended from time to time shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by Association, or, if appropriate, by an aggrieved owner of a Private Dwelling.

B. The owner or owners of each Private Dwelling shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expenses are not met by the proceeds of insurance carried by Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Private Dwelling or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

C. In any proceeding arising because of an alleged default by the owner of any Private Dwelling, the Association, if successful, shall be entitled to recover the costs of the proceeding, and such reasonable attorney's fees as may be determined by the Court, but in no event shall the owner of any Private Dwelling be entitled to such attorney's fees.

D. The failure of Association or of the owner of a Private Dwelling to enforce any right, provision, covenant or condition which may be granted by this Declaration or other above mentioned documents shall not constitute a waiver of the right of the Association or of the owner of a Private Dwelling to enforce such right, provision, covenant or condition in the future.

E. All rights, remedies and privileges granted to Association or the owner or owners of a Private Dwelling pursuant to any terms, provisions, covenants or conditions of this Declaration or other above mentioned documents, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be available to such party at law or in equity.

XXXII

USE OR ACQUISITION OF INTEREST IN THE CONDOMINIUM
TO RENDER USER OR ACQUIRER SUBJECT TO PROVISIONS
OF DECLARATION OF CONDOMINIUM RULES & REGULATIONS

All present or future owners, tenants or any other person who might use the facilities of THE CONDOMINIUM in any manner, are subject to the provisions of this Declaration of Condominium, the Articles of Incorporation, the By-Laws and Rules and Regulations and the mere acquisition or rental of any Private Dwelling, or

the mere act of occupancy of any PRIVATE DWELLING, shall signify that the provisions of this Declaration of Condominium are accepted and ratified in all respects.

XXXIII

WINSTON HOUSE ASSOCIATION, INC., as Lessee, has entered into a 99-year lease agreement with GEORGE KISSAK, Individually and as Trustee, and LORETTA KISSAK, his wife, and RICHARD L. BURKARD and SARAH VAN BURKARD, his wife, as Lessors, which lease demises the following described premises, situated in Broward County, Florida, to-wit:

SEE EXHIBIT "F" ATTACHED HERETO AND MADE A PART
HEREOF FOR LEGAL DESCRIPTION OF LEASED PREMISES.

The Association hereby declares the leased premises to be and constitute a part of the common elements appurtenant to the Association's Condominium property, and that all monies due and to become due under the provisions of the said lease, including, without limitation, rent, taxes, assessments, insurance premiums and cost of maintaining the common elements and carrying out the powers and duties of the Association, shall and is hereby declared to be a common expense necessarily incurred and to be incurred as an integral and essential part of the condominium operation.

XXXIV

RIGHT OF DEVELOPER TO SELL OR LEASE PRIVATE
DWELLINGS FREE OF RIGHT OF FIRST REFUSAL OR
RIGHT OF REDEMPTION; AND RIGHT TO REPRESENTA-
TION ON BOARD OF DIRECTORS OF ASSOCIATION.

The fee owner of the land constituting the subject matter of the condominium property has contracted with the Developer, Burkard Building Corp. for the construction of the apartment building and all improvements on said property. By contract with the fee owner, the Developer has the right to sell or lease or cause to be sold or leased all of the apartment units constructed and to be constructed on the condominium property.

As to all of such unsold apartment units, the Developer shall have the absolute and continuing right to lease, sublease and/or sell, or cause to be leased, subleased and/or sold, any of such units to any persons, firms or corporations upon any terms and conditions that it may desire; and as to the lease, sublease or sale of any such apartments, the right to approve or disapprove of any prospective buyer or lessee, or the right of first refusal and any right or redemption which the Association may have by virtue of the provisions of the by-laws, or by virtue of the provisions of the Articles of Incorporation of the Association, or of the within Declaration of Condominium, shall not be operative in any manner. Further, so long as the Developer has the right to sell or lease or cause to be sold or leased any five (5) apartments, or until December 1, 1970, whichever occurs earlier, it shall have the absolute right to designate, remove and replace at will one-half (1/2) of the members of the Board of Directors of the Association. None of such directors need be a resident of the condominium apartment building. The Developer shall be responsible for the pro rata share of all costs and expenses incurred in the maintenance and operation of the Condominium building for the number of apartments owned by the Developer from time to time. If the assessments imposed by the Association are in excess of the actual amount of the costs and expenses incurred, the Developer shall not be obligated to pay such excess.

XXXV

In the event that any of the terms, provisions or covenants of this Declaration of Condominium are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants hereof

or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

XXXVI

The provisions of this Declaration of Condominium shall be liberally construed to effectuate its purpose of creating a uniform plan of condominium ownership.

XXXVII

The words CONDOMINIUM, CONDOMINIUM PROPERTY AND APARTMENT BUILDING and APARTMENT BUILDING PROPERTY have been used synonymously herein.

The words APARTMENT, APARTMENT UNIT and PRIVATE DWELLING have been used synonymously herein.

The words LIMITED COMMON PROPERTY mean parking spaces and storage lockers assigned by the Developer or the Association.

The DECLAROR is the fee simple title holder to the real property upon which the Condominium Apartment Building has been or will be constructed.

The term OWNER means the person, firm or corporation owning the fee simple title interest in any Private Dwelling.

The LENDER who provided construction funds for the erection of the WINSTON CONDOMINIUM, and who is referred to herein as "Lender", is FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF MIAMI, FLORIDA.

XXXVIII

DECLARATION OF CONDOMINIUM BINDING UPON DECLAROR'S HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, AND SUBSEQUENT OWNERS

The restrictions and burdens imposed by the covenants of this Declaration of Condominium are intended to and shall constitute covenants running with the land, and shall constitute an equitable servitude upon each private dwelling and its appurtenant undivided interest in Common Property, Common Surplus, and Limited Common Property, and this Declaration of Condominium shall be binding upon the parties hereto and their heirs, legal representatives and successors and assigns, and upon all parties who may subsequently become owners of Private Dwellings in the Condominium and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed these presents the _____ day of _____, 196__.

In the presence of:

As to George and Loretta Kissak

GEORGE KISSAK, Individually and as Trustee (SEAL)

LORETTA KISSAK (SEAL)

RICHARD L. BURKARD (SEAL)

As to Richard L. and Sarah Van Burkard
SARAH VAN BURKARD (SEAL)

By _____ (SEAL)
President
Attest _____ (SEAL)
Secretary
As to Winston House Association, Inc.

STATE OF FLORIDA)
 :SS.
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared GEORGE KISSAK, Individually and as Trustee, and LORETTA KISSAK, his wife, and RICHARD L. BURKARD and SARAH VAN BURKARD, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____ 196_____.

My Commission expires:

Notary Public, State of Florida at Large.

STATE OF FLORIDA)
 :SS.
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared _____
_____ and _____

President and Secretary respectively of WINSTON HOUSE ASSOCIATION, INC., a Florida corporation, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____
_____ 196_____.

Notary Public, State of Florida at Large.

My Commission expires:

EXHIBIT "B"

WINSTON HOUSE CONDOMINIUM

<u>PRIVATE DWELLING NUMBERS</u>	<u>PERCENTAGE OF APPURTENANT UNDIVIDED INTEREST IN LAND, COMMON PROPERTY AND LIMITED COMMON PROPERTY</u>	<u>INITIAL ANNUAL RENT</u>	<u>INITIAL MONTHLY RENT</u>
101; 108; 201; 208; 301; 308; 401; 408; 501; 508; 601; 608.	2.395%	\$531.60	\$44.30
102; 103; 106; 107; 202; 203; 206; 207; 302; 303; 306; 307; 402; 403; 406; 407; 502; 503; 506; 507; 602; 603; 606; 607.	2.19%	\$486.00	\$40.50
204; 205; 304; 305; 404; 405; 504; 505; 604; 605.	1.87%	\$415.20	\$34.60

AMENDMENT TO DECLARATION OF CONDOMINIUM

71- 19834

WHEREAS, on the 18th day of August, 1970, a Declaration of Condominium was filed in O.R. Book 4282, page 682, Broward County Records for the Winston House Condominium; and

WHEREAS, on Tuesday, January 6, 1971 a meeting of the members of the Winston House Association, Inc., a Florida corporation not for profit, was held; and

WHEREAS, at such meeting the following resolution was adopted in accordance with the provisions for amending the aforesaid Declaration of Condominium:

"BE IT RESOLVED that Exhibit "A" and Exhibit "B" to the Declaration of Condominium for the Winston House Condominium, be and the same are hereby amended in the form attached hereto. Exhibit "A", which constitutes an amended survey is amended only by the substitution of page 3 of the original survey attached to the original Declaration of Condominium which is recorded in O.R. Book 4282, page 682, Broward County Records, with the amended survey page attached hereto."

The undersigned, as president and secretary, of Winston House Association, Inc. do hereby certify that the foregoing is a true and correct copy of the resolution adopted at said meeting.

IN WITNESS WHEREOF, we have set our hands and official seals, this 29th day of January, 1971.

In the presence of:

James H. Lynn

Patricia A. Brown

WINSTON HOUSE ASSOCIATION, INC.

Richard Z Burkard
RICHARD BURKARD, PRESIDENT

Sara Van Burkard
SARA VAN BURKARD, SECRETARY

Return to:

This Instrument Was Prepared By
SANFORD N. REINHARD
ZINN & REINHARD, P. A.
908 Ainsley Building
Miami, Fla. 33132

FEB 10 PM 11:43

REC-4420

STATE OF FLORIDA)
COUNTY OF BROWARD)

ON THIS DAY personally appeared before me, the undersigned authority, RICHARD BURKARD and SARA VAN BURKARD, respectively the president and secretary of WINSTON HOUSE ASSOCIATION, INC., and they acknowledged before me that they executed the foregoing amendment as such officers for the purpose therein expressed.

WITNESS my hand and official seal this 29th day of January,

1971.

NOTARY PUBLIC

NOTARY PUBLIC
STATE OF FLORIDA
AT LARGE

Marley

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Sept. 18, 1973
Bonded By American Fire & Casualty Co.

REC 4420 PAGE 155

December 15, 1970

TO: WINSTON HOUSE ASSOCIATION, INC.

RE: AMENDMENT TO DECLARATION
OF CONDOMINIUM

Gentlemen:

The undersigned, constituting the present Board of Directors of the Winston House Association, Inc., pursuant to a meeting held by us and by a unanimous vote, hereby propose that the Declaration of Condominium for the Winston House Association Condominium Project be amended as follows:

1. Exhibit B to said Declaration of Condominium should be amended to change the percentage of appurtenant undivided interest in land, common property and limited common property, as well as the initial annual rent and initial monthly rent for Private Dwelling Unit Numbers 102 and 103 only, in the following manner:

<u>Private Dwelling No.</u>	<u>Percentage of Appurtenant Undivided Interest in Land, Common Property and Limited Common Property</u>	<u>Initial Annual Rent</u>	<u>Initial Monthly Rent</u>
Apt. 102	% 1.73	\$521.28	\$43.44
Apt. 103	% 2.65	\$661.44	\$55.12

2. It is further proposed that Exhibit A, the survey attached to the Declaration of Condominium, be amended in order to reflect a change in the sizes of apartment numbers 102 and 103. A copy of the amended survey reflecting the change in these two apartments only, is attached hereto and made a part hereof.

The officers of the Association are hereby requested to call a special meeting of the members of the Association as well as to notify all people who have entered into contracts for the purchase of condominium dwelling units in the Winston House Condominium for the purpose of considering the aforesaid proposed amendment. Said special meeting should be held not less than twenty (20) nor more than sixty (60) days from date hereof, and each member of the Association should receive notifi-

NOTICE OF SPECIAL MEETING OF THE MEMBERS OF WINSTON HOUSE ASSOCIATION, INC.

TO:

RE: PROPOSED AMENDMENT TO DECLARATION OF CONDOMINIUM

Dear Member:

Please be advised that a special meeting of the membership of the Winston House Association, Inc. has been called for the _____ day of _____, 1971 to be held at _____ at _____ o'clock.

The purpose of this meeting is to consider amendments to the Declaration of Condominium for the Winston House Association, Inc. in accordance with notification by the Board of Directors of the Association. A copy of this notification by the Board of Directors, which outlines the purposes and the proposed amendments is attached hereto and made a part hereof.

Very truly yours,

WINSTON HOUSE ASSOCIATION, INC.

By Richard Z Burkard
President

Attest Sarah Va Burkard
Secretary

EXHIBIT "B"

WINSTON HOUSE CONDOMINIUM

<u>PRIVATE DWELLING NUMBERS</u>	<u>PERCENTAGE OF APPURTENANT UNDIVIDED INTEREST IN LAND, COMMON PROPERTY AND LIMITED COMMON PROPERTY</u>	<u>INITIAL ANNUAL RENT</u>	<u>INITIAL MONTHLY RENT</u>
101; 108; 201; 208; 301; 308; 401; 408; 501; 508; 601; 608.	2.395%	\$646.68	\$53.89
106; 107; 202; 203; 206; 207; 302; 303; 306; 307; 402; 403; 406; 407; 502; 503; 506; 507; 602; 603; 606; 607.	2.19%	\$591.36	\$49.28
204; 205; 304; 305; 404; 405; 504; 505; 604; 605.	1.87%	\$504.84	\$42.07
102	1.73%	\$521.28	\$43.44
103	2.65	\$661.44	\$55.12

THIS AMENDED EXHIBIT "B" CHANGES THE PERCENTAGE INTEREST OF APARTMENT NUMBER 102 and 103 ONLY AND DOES NOT CHANGE THE PERCENTAGE INTEREST OF ANY OTHER PRIVATE DWELLING UNITS FROM THE ORIGINAL EXHIBIT "B" AS FILED WITH THE ORIGINAL DECLARATION OF CONDOMINIUM.

RECORDED IN OFFICIAL RECORDS 6008
OF BROWARD COUNTY, FLORIDA
WACK WHEELER
CLERK OF CIRCUIT COURT

OFF. 4420
PAGE 457

BY-LAWS

of

WINSTON HOUSE ASSOCIATION, INC.

A corporation not for profit under Sec. 617 of
the laws of the State of Florida

1. NAME

The name of this Association shall be WINSTON HOUSE
ASSOCIATION, INC.

a) These By-Laws shall, subject to the provisions of the Articles of Incorporation and the provisions of the Declaration of Condominium, govern the conduct, management and affairs of this Association. All persons becoming members of the Association and those dealing with the Association shall be bound by the provisions hereof, as well as the provisions of the Rules and Regulations, Articles of Incorporation and the Declaration of Condominium.

2. MEMBERSHIP, QUORUM, VOTING, PROXIES

a) The qualification of members, and the method of their voting, etc. shall be as follows:

1. Until such time as the property which will constitute the subject matter of condominium ownership, and the improvements which may be hereafter constructed thereon, are submitted to a plan of condominium ownership by the recordation of said Declaration of Condominium, the membership of the corporation shall be comprised of the subscribers to the Articles, or their assigns, each of which subscriber or his assigns shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.
2. After the property has been submitted to condominium ownership by the filing of a Declaration of Condominium, the owners of all Private Dwellings in the Condominium shall be members of the Corporation, and no other persons or entities shall be entitled to membership.
3. Membership in the Corporation shall be established by the acquisition of the fee title to a Private Dwelling in the Condominium, whether by conveyance, devise, judicial decree or otherwise, and membership of any party shall be automatically terminated upon his being divested of his fee ownership interest in any Private Dwelling, except that nothing herein contained shall be construed as terminating the membership of any party who may own a fee ownership interest in two or more Private Dwellings, so long as such party shall retain title to a fee ownership interest in any Private Dwelling.

4. The interest of a member in the fund and assets of the Corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Private Dwelling. The funds and assets of the Corporation shall be held or used for the benefit of the Membership.

5. On all matters on which the Membership shall be entitled to vote, there shall be only one vote for each Private Dwelling in the Condominium. Should any member own more than one Private Dwelling, such member shall be entitled to exercise or cast as many votes as he owns Private Dwellings.

b) A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof, whether done before or after such meeting, shall constitute the presence of such person for the purpose of determining a quorum.

c) The vote of the owners of a Private Dwelling owned by more than one person, firm, corporation or other entity shall be cast by the person named in a Certificate signed by all of the owners of the Private Dwelling and filed with the Secretary of the Association, and such Certificate shall be valid until revoked by subsequent Certificate. If such a Certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum, nor for any other purpose.

d) Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting.

e) Approval or disapproval of a Private Dwelling owner upon any matters, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

f) Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these By-Laws, the Declaration of Condominium, or where the same may otherwise be required by law, the affirmative vote of the owners of a majority of the Private Dwellings represented at any duly called members' meeting at which a quorum is present shall be binding upon the members.

3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

a) The Annual Members' Meeting shall be held at the office of the Association at 7:30 o'clock P.M., local time, on the first Wednesday in October of each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding Wednesday.

b) Special Members' Meeting shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such Officers upon receipt of a written request from members of the Association owning a majority of the Private Dwellings.

c) Notice of all members' meetings, regular or special, shall be given by the President, Vice President or Secretary of the Association, or other Officer of the Association in absence of said Officers, to each member, unless waived in writing, such notice to be written or printed and to state the time and place and object for which the meeting is called. Such notice shall be given to each member not less than ten (10) days nor more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, receipt of such notice shall be signed by the member, indicating the date on which such notice was received by him or, in lieu thereof, proof of delivery of such notice may be made by written affidavit of the person making such delivery. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. If any members' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these By-Laws or the Declaration of Condominium, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present.

d) The order of business at Annual Members' Meetings, and, as far as practical, at any other members' meeting shall be:

- i) Election of Chairman of the meeting
- ii) Calling of the roll and certifying of proxies
- iii) Proof of notice of meeting or waiver of notice
- iv) Reading and disposal of any unapproved minutes
- v) Reports of Officers
- vi) Reports of Committees
- vii) Election of Inspectors of Election
- viii) Election of Directors
- ix) Unfinished business
- x) New Business
- xi) Adjournment

4. BOARD OF DIRECTORS

a) The first Board of Directors of the Association shall consist of four persons. The number of Directors shall be established by the Board of Directors from time to time.

b) Election of Directors shall be conducted in the following manner:

- i) The members of the Board of Directors shall be elected by a plurality of the votes cast at the Annual Meeting of the members of the Association, and shall serve for a term of one year until the next Annual Meeting of members.

11) Vacancies in the Board of Directors may be filled until the date of the next Annual Meeting by the remaining Directors, the successor Director to fill the vacated Directorship for the unexpired term thereof.

11i) In the election of Directors, each member shall be entitled to cast one vote for each Director to be elected, but voting for Directors shall be non-cumulative.

c) The organization meeting of the newly elected Board of Directors shall be held within ten (10) days of their election, at such time and at such place as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary provided a quorum shall be present.

d) Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least three (3) days prior to the day named for such meeting, unless notice is waived.

e) Special meeting of the Board of Directors may be called by the President, and must be called by the Secretary at the written request of one-third of the votes of the Board. Not less than three (3) days' notice of a meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

f) Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

g) A quorum at a Directors' meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Articles of Incorporation, these By-Laws or the Declaration of Condominium. If any Directors' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these By-Laws or the Declaration of Condominium, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

h) The presiding Officer of Directors' meetings shall be the Chairman of the Board, if such an Officer has been elected; and if none, then the President shall preside. In the absence of the Presiding Officer, the Directors present shall designate one of their number to preside.

1) Directors' fees, if any, shall be determined by the members.

j) All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes, the Articles of Incorporation of the Association, these By-Laws and the Declaration of Condominium, and shall include, without limiting the generality of the foregoing, the following:

- i) To make, levy and collect assessments against members and members' Private Dwellings to defray the costs of the condominium, and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association;
- ii) The maintenance, repair, replacement, operation and management of the Condominium wherever the same is required to be done and accomplished by the Association for the benefit of its members;
- iii) The reconstruction of improvements after casualty, and the further improvement of the property, real and personal;
- iv) To make and amend regulations governing the use of the property, real and personal, in the Condominium, so long as such regulations or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and Declaration of Condominium and By-Laws.
- v) To approve or disapprove proposed purchasers and lessees of Private Dwellings in the manner specified in the Declaration of Condominium;
- vi) To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including Private Dwellings in the Condominium, as may be necessary or convenient in the operation and management of the Condominium; and in accomplishing the purposes set forth in the Declaration of Condominium;
- vii) To contract for the management of the Condominium and to designate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration of Condominium to have approval of the Board of Directors or membership of the Association;
- viii) To enforce by legal means the provisions of the Articles of Incorporation and By-Laws of the Association, the Declaration of Condominium and the regulations hereinafter promulgated governing use of the Condominium property;
- ix) To pay all taxes and assessments which are liens against any part of the Condominium other than Private Dwellings and the appurtenances thereto, and to assess the same against the members and their respective Private Dwellings subject to such liens;

- x) To carry casualty, liability, workmen's compensation and such other insurance as may be deemed necessary for the protection of the members and the Association;
- xi) To pay all costs of power, gas, water, sewer and other utility services rendered to the Condominium and not billed to the owners of the separate Private Dwellings; and
- xii) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

5. OFFICERS

a) The executive officers of the Association shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

b) The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an association, including but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

c) The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

d) The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors, and such other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the Directors or President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

e) The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

f) The compensation of all officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association, nor preclude the contracting with a Director for the management of the Condominium.

6. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

a) The Association shall operate on a calendar year.

b) The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Private Dwelling. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which assessments come due, the amounts paid upon the account and the balance due upon assessments.

c) The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the following items:

- 1) Common expense budget, which shall include, without limiting the generality of the foregoing, the estimated amounts necessary for maintenance and operation of Common Property and Limited Common Property, recreational areas, landscaping, street and walkways, office expense, utility services, insurance, administration and reserves (operating and replacement); and
- ii) Proposed assessments against each member.

Copies of the proposed budget and proposed assessments shall be transmitted to each member on or before January 1 of the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned. Delivery of a copy of any budget or amended budget to each member shall not affect the liability of any member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget and assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board of Directors to at any time in their sole discretion levy any additional assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

d) The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

e) An audit of the accounts of the Association shall be made as required and ordered by the Board of Directors.

f) Fidelity bonds may be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors. The premiums on such bonds shall be paid by the Association.

7. PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and these By-Laws or with the Statutes of the State of Florida.

8. AMENDMENTS TO BY-LAWS

Amendments to these By-Laws shall be proposed and adopted in the following manner:

a) Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon vote of the majority of the Directors, or by members of the Association owning a majority of the Private Dwellings in the Condominium, whether meeting as members or by instrument in writing signed by them.

b) Upon any amendment or amendments to these By-Laws being proposed by said Board of Directors or members, such proposed amendment, or amendments shall be transmitted to the President of the Association, or other officer of the Association in absence of the President, who shall thereupon call a Special Joint Meeting of the members of the Board of Directors of the Association and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a Special Meeting of the members is required as herein set forth.

c) In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of two-thirds of the entire membership of the Board of Directors and by an affirmative vote of the members owning not less than two-thirds of the Private Dwellings in the Condominium. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the Public Records of the County in which the property is located within ten (10) days from the date on which any amendment or amendments have been affirmatively approved by the Directors and members.

d) At any meeting held to consider such amendment or amendments to the By-Laws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

MISCELLANEOUS PROVISIONS

A. Parties Bound by By-Laws, Etc.

All present or future owners, tenants or any other person who might use the facilities of the apartment building in any manner are subject to the present and future provisions of the Declaration of Condominium, the Articles of Incorporation of the Association, these By-Laws and the Association's Rules and Regulations, and the mere acquisition or rental of any apartment unit or the mere act of occupancy of any such apartment unit shall be deemed as conclusive acceptance and ratification of the provisions herein mentioned.

B. Conflict or Overlapping in Provisions

In the event of conflict or overlapping in the terms and provisions which are or may be set forth in the Articles of Incorporation, the By-Laws, the Declaration of Condominium and the Association's rules and regulations, the provisions, terms and conditions which exact the highest degree of performance and impose the heaviest burdens upon the parties affected thereby, shall govern and prevail.

C. Certain Definitions, Terms Used Synonymously

"Owner" means the person, firm or corporation owning a fee simple interest in any Private Dwelling or apartment. "Private Dwelling" includes its undivided interest in the Common Property, Common Surplus, and Limited Common Property. The term is used synonymously with the word "Apartment or Apartment Unit".

"Apartment Building" means the multi-family residential building constructed or to be constructed on the real property which is submitted to condominium ownership, and includes such real property as well as all appurtenant improvements thereto. The term is used synonymously with the word "Condominium."

"Corporation" and "Association" are used synonymously.

The foregoing were adopted as the By-Laws of the Association at the first meeting of the Board of Directors held on _____, 19__.

Secretary

APPROVED:

President

LEGAL DESCRIPTION OF FEE OWNERSHIP AREA
WINSTON HOUSE CONDOMINIUM

Commence at the Northeast Corner of Lot 26, Block "G" of Coral Ridge Country Club, Addition No. 4 as recorded in Platbook 53 at Page 29 of the Public Records of Broward County, Florida; Thence run Westerly along the North line of said Lot 26 for a distance of 7.50 feet to a point; Thence deflecting to the left at an angle of 90°-00'-00" run Southerly for a distance of 20.00 feet to the Point of Beginning of the parcel of land hereinafter to be described; Thence continue Southerly along the previously described course for a distance of 69.83 feet to a point; Thence deflecting to the right at an angle of 90°-00'-00" run Westerly for a distance of 238.67 feet to a point; Thence deflecting to the right at an angle of 90°-00'-00" run Northerly for a distance of 69.83 feet to a point; Thence deflecting to the right at an angle of 90°-00'-00" run Easterly for a distance of 31.92 feet to a point; Thence deflecting to the right at an angle of 90°-00'-00" run Southerly for a distance of 6.00 feet to a point; Thence deflecting to the left at an angle of 90°-00'-00" run Easterly for a distance of 57.83 feet to a point; Thence deflecting to the left at an angle of 90°-00'-00" run Northerly for a distance of 3.33 feet to a point; Thence deflecting to the right at an angle of 90°-00'-00" run Easterly for a distance of 59.17 feet to a point ; Thence deflecting to the right at an angle of 90°-00'-00" run Southerly for a distance of 3.33 feet to a point; Thence deflecting to the left at an angle of 90°-00'-00" run Easterly for a distance of 57.83 feet to a point; Thence deflecting to the left at an angle of 90°-00'-00" run Northerly for a distance of 6.00 feet to a point; Thence deflecting to the right at an angle of 90°-00'-00" run Easterly for a distance of 31.92 feet to the Point of Beginning.

EXHIBIT "E"
TO
DECLARATION OF CONDOMINIUM

LEGAL DESCRIPTION OF LEASED RECREATION,

GUEST PARKING AND DOCK AREA

WINSTON HOUSE CONDOMINIUM

All of Lots 24, 25, and 26, and Lot 27 less the East 77.5 feet, Block "G", of CORAL RIDGE COUNTRY CLUB ADDITION NO. 4, as recorded in Plat Book 53 at Page 29 of the Public Records of Broward County, Florida, less the following:

Commence at the Northeast Corner of Lot 26, Block "G" of Coral Ridge Country Club, Addition No. 4 as recorded in Platbook 53 at Page 29 of the Public Records of Broward County, Florida; Thence run Westerly along the North line of said Lot 26 for a distance of 7.50 feet to a point; Thence deflecting to the left at an angle of 90°-00'-00" run Southerly for a distance of 20.00 feet to the Point of Beginning of the parcel of land hereinafter to be described; Thence continue Southerly along the previously described course for a distance of 69.83 feet to a point; Thence deflecting to the right at an angle of 90°-00'-00" run Westerly for a distance of 238.67 feet to a point; Thence deflecting to the right at an angle of 90°-00'-00" run Northerly for a distance of 69.83 feet to a point; Thence deflecting to the right at an angle of 90°-00'-00" run Easterly for a distance of 31.92 feet to a point; Thence deflecting to the right at an angle of 90°-00'-00" run Southerly for a distance of 6.00 feet to a point; Thence deflecting to the left at an angle of 90°-00'-00" run Easterly for a distance of 57.83 feet to a point; Thence deflecting to the left at an angle of 90°-00'-00" run Northerly for a distance of 3.33 feet to a point; Thence deflecting to the right at an angle of 90°-00'-00" run Easterly for a distance of 59.17 feet to a point; Thence deflecting to the right at an angle of 90°-00'-00" run Southerly for a distance of 3.33 feet to a point; Thence deflecting to the left at an angle of 90°-00'-00" run Easterly for a distance of 57.83 feet to a point; Thence deflecting to the left at an angle of 90°-00'-00" run Northerly for a distance of 6.00 feet to a point; Thence deflecting to the right at an angle of 90°-00'-00" run Easterly for a distance of 31.92 feet to the Point of Beginning.

EXHIBIT "F" TO

DECLARATION OF CONDOMINIUM

ARTICLES OF INCORPORATION
of
WINSTON HOUSE ASSOCIATION, INC.
A Condominium
(A CORPORATION NOT FOR PROFIT)

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of Corporations Not for Profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned, and to that end we do, by these Articles of Incorporation, set forth:

I

The name of the proposed corporation shall be:

WINSTON HOUSE ASSOCIATION, INC.

II

The purposes and objects of the corporation shall be to administer the operation and management of a Condominium apartment project to be established in accordance with the Condominium Act of the State of Florida upon property situated in Broward County, Florida, and to undertake the performance of the Acts and duties incident to the administration of the operation and management of said Condominium in accordance with the terms, provisions, conditions and authorizations contained in these Articles of Incorporation and which may be contained in the formal Declaration of Condominium which will be recorded in the Public Records of the County in which the property lies, at the time said property, and the improvements now or hereafter situate thereon, are submitted to a plan of Condominium ownership; and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of said Condominium. The Corporation shall be conducted as a non-profit organization for the benefit of its members.

EXHIBIT "C" TO DECLARATION OF
CONDOMINIUM

III

The Corporation shall have the following powers:

1. The Corporation shall have all of the powers and privileges granted to Corporations Not for Profit under the law pursuant to which this Corporation is chartered.

2. The Corporation shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Corporation, including but not limited to the following:

(a) To make and establish reasonable rules and regulations governing the use of Private Dwellings, Common Property and Limited Common Property as said terms may be defined in said Declaration of Condominium to be recorded.

(b) To levy and collect assessments against members of the Corporation to defray the common expenses of the Condominium as may be provided in said Declaration of Condominium and in the By-Laws of this Corporation which may be hereafter adopted.

To levy and collect assessments for the purposes of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal, including Private Dwellings in the Condominium which may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in said Declaration of Condominium.

(c) To lease or purchase property and to construct or contract for the construction of a building or buildings thereon, and in connection therewith to arrange and contract for construction and permanent mortgage financing, executing and delivering such notes, bonds, mortgages and other papers, documents and contracts as may be required.

(d) To maintain, repair, replace, operate and manage the Condominium and the property comprising same, including the right to reconstruct improvements after casualty and to make further improvement of the Condominium property.

(e) To contract for the management of the Condominium and to delegate to the party contracted with all of the powers and duties of the Association except those which may be required by the Declaration of Condominium to have approval of the Board of Directors or Membership of the Corporation.

(f) To enforce the provisions of said Declaration of Condominium, these Articles of Incorporation, the By-Laws of the Corporation which may be hereafter adopted, and the rules and regulations governing the use of said Condominium as same may be hereafter established.

(g) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Corporation pursuant to the Declaration of Condominium aforementioned.

IV

The qualifications of the members, the manner of their admission to membership and termination of such membership, and voting by members shall be as follows:

1. Until such time as the property owned by this Corporation and the improvements which may be hereafter constructed thereon are admitted to a plan of Condominium ownership by the recordation of said Declaration of Condominium, the Membership of the Corporation shall be comprised of the Subscribers to these Articles or their assigns, each of which Subscribers or his assigns shall be entitled to cast one vote on all matters on which the Membership shall be entitled to vote.

2. After the property of this Corporation has been submitted to Condominium ownership by the filing of a Declaration of Condominium, the owners of all Private Dwellings in the Condominium shall be members of the Corporation, and no other person or entities shall be entitled to membership.

3. Membership in the Corporation shall be established by the acquisition of a fee title to a Private Dwelling in the Condominium, whether by conveyance, devise, judicial decree or otherwise, and the membership of any party shall be automatically

terminated upon his being divested of all title to his entire fee ownership interest in any Private Dwelling, except that nothing herein contained shall be construed as terminating the membership of any party who may own a fee ownership interest in two or more Private Dwellings, so long as such party shall retain title to a fee ownership interest in any Private Dwelling.

4. The interest of a member in the funds and assets of the Corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Private Dwelling. The funds and assets of the Corporation shall be held or used for the benefit of the Membership and for the purposes authorized herein, in the Declaration of Condominium, and in the By-Laws which may be hereafter adopted.

5. On all matters on which the Membership shall be entitled to vote, there shall be only one vote for each Private Dwelling in the Condominium, which vote may be exercised or cast by the owner or owners of each Private Dwelling in such manner as may be provided in the By-Laws hereafter adopted by the Corporation. Should any member own more than one Private Dwelling, such members shall be entitled to exercise or cast as many votes as he owns Private Dwellings, in the manner provided by said By-Laws.

V.

The Corporation shall have perpetual existence.

VI

The principal office of the Corporation shall be located at 519 Dade Federal Building, Miami, Florida, but the Corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

VII

The affairs of the Corporation shall be managed by the President of the Corporation assisted by the Vice-Presidents, Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers, subject to the directions of the Board of Directors. The Board of Directors, or the President, with the

approval of the Board of Directors, may employ a Managing Agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of the Condominium, and the affairs of the Corporation, and any such person or entity may be so employed without regard to whether such person or entity is a member of the Corporation or a Director or Officer of the Corporation, as the case may be.

VIII

The number of members of the first Board of Directors of the Corporation shall be not less than three (3) nor more than nine (9). The number of members of succeeding Board of Directors and the manner and method of their election shall be as provided from time to time by the By-Laws of the Corporation.

IX

The Board of Directors shall elect a President, Secretary and Treasurer, and as many Vice-Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall determine. The President shall be elected from among the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice-President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

X

The names and Post Office addresses of the first Board of Directors who, subject to the provisions of these Articles of Incorporation, the By-Laws, and the laws of the State of Florida, shall hold office for the first year of the Corporation's existence, or until their successors are elected and have qualified, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
. HAROLD ZINN	519 Dade Federal Building, Miami, Fla.
. FAY ZINN	519 Dade Federal Building, Miami, Fla.
. PEGGY GREER	519 Dade Federal Building, Miami, Fla.

The names and addresses of the Subscribers to these Articles of Incorporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
.HAROLD ZINN	519 Dade Federal Building, Miami, Fla.
.FAY ZINN	519 Dade Federal Building, Miami, Fla.
.PEGGY GREER	519 Dade Federal Building, Miami, Fla.

XII

The Officers of the Corporation who shall serve until the first election under these Articles of Incorporation shall be the following:

.HAROLD ZINN	519 Dade Federal Building, Miami, Fla.
.FAY ZINN	519 Dade Federal Building, Miami, Fla.
. PEGGY GREER	519 Dade Federal Building, Miami, Fla.

XIII

The original By-Laws of the Corporation shall be adopted by a majority vote of the members of the Corporation present at a meeting of members at which a majority of the membership is present, and thereafter, such By-Laws may be altered or rescinded only in such manner as said By-Laws may provide.

XIV

Every Director and every officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or Officer of the Corporation, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of wilful misfeasance or malfeasance in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approved

such settlement and reimbursement as being in the best interests of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

XV

An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Corporation acting upon a vote of the majority of the Directors, or by a majority vote of the members of the Corporation, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Corporation or other officer of the Corporation in the absence of the President, who shall thereupon call a Special Meeting of the members of the Corporation for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting stating the time and place of the meeting, and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than ten nor more than thirty days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail, addressed to the member at his post office address as it appears on the records of the Corporation, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Corporation, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed

must be approved by an affirmative vote of the members owning not less than two-thirds (2/3rds) of the Private Dwellings in the Condominium in order for such Amendment or Amendments to become effective. Thereupon, such Amendment or Amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to register the same in the Office of the Secretary of State of the State of Florida, and upon the registration of such Amendment or Amendments with said Secretary of State, a certified copy thereof shall be recorded in the Public Records of the County in which the Corporations's property may be situated within thirty (30) days from the date on which the same are so registered. At any meeting held to consider such Amendment or Amendments of these Articles of Incorporation, the written vote of any member of the Corporation shall be recognized, if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Corporation at or prior to such meeting.

IN WITNESS WHEREOF, the Subscribers have hereunto set their hands and seals this 5th day of June, 1968.

Harold Zinn (SEAL)
 HAROLD ZINN
Fay Zinn (SEAL)
 FAY ZINN
Peggy Greer (SEAL)
 PEGGY GREER

STATE OF FLORIDA)
) SS:
 COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared HAROLD ZINN, FAY ZINN and PEGGY GREER

who, being by me first duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes therein expressed this 5th day of June, 1968.

My commission expires:

Thomas W. [Signature] (SEAL)
 NOTARY PUBLIC, State of Florida
 at Large

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
 MY COMMISSION EXPIRES JULY 18, 1971
 BONDED THROUGH FRED W. RIESCHORGE

State of Florida

Secretary of State



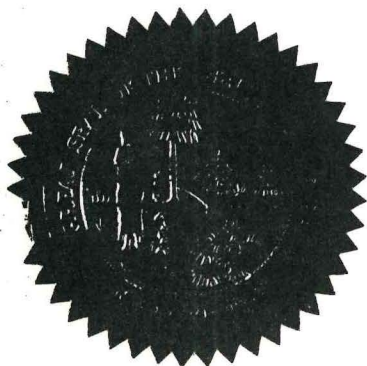
I, Tom Adams, Secretary of State of the State of Florida,
Do Hereby Certify That the following is a true and correct copy of

Certificate of Incorporation

of

WINSTON HOUSE ASSOCIATION, INC.

a corporation not for profit organized and existing under the Laws of the
State of Florida, filed on the 17th day of June,
A.D., 1968, as shown by the records of this office.



Given under my hand and the Great Seal of the
State of Florida, at Tallahassee, the Capital,
this the 19th day of June,
A.D. 1968.

Tom Adams

Secretary of State

certified

NINETY NINE YEAR LEASE

THIS LEASE, made and entered into this _____ day of _____, 196____, at Fort Lauderdale, Florida, simultaneously with the Declaration of Condominium of WINSTON CONDOMINIUM, by and between GEORGE KISSAK, Individually and as Trustee, joined by his wife, LORETTA KISSAK, and RICHARD L. BURKARD and SARAH VAN BURKARD, his wife, as Lessors, and WINSTON HOUSE ASSOCIATION, INC., a Florida corporation, hereinafter called the corporate Lessee, and all persons who shall hereafter become parties hereto, as Individual Lessees, and who are hereinafter called "Individual Lessees";

W I T N E S S E T H:

1. DEFINITIONS

The term "individual lessee" means any individual, partnership, corporation, joint owners, owners in common or other entity who shall become owners of condominium parcels in the WINSTON CONDOMINIUM.

WINSTON CONDOMINIUM or THE CONDOMINIUM means that condominium established by Declaration of Condominium executed by the above named Lessors and Lessee simultaneously with this lease.

THE ASSOCIATION means "Winston House Association, Inc."

2. HOW INDIVIDUAL LESSEE BECOMES PARTY HERETO

An individual lessee becomes a party hereto, and accepts the benefits of this lease and is bound to observe all of its terms, covenants, promises and conditions to be kept, observed and performed by the individual lessee, to the same extent and effect as though such individual lessee had executed this lease at the time of its execution stated above by executing an instrument of assumption and joinder, in recordable form in the form attached to this lease as Exhibit A.

3. DEMISE

The Lessor, for and in consideration of the payment of the rent, and the performance of the covenants and agreements of the lessees hereinafter set forth, lets, leases and demises to the lessees, as their interests shall appear, the use and occupation of the following described property situate, lying and being in Broward County, Florida.

SEE EXHIBIT "C" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION OF LEASED PROPERTY;

together with the use and occupation of the swimming pool, guest parking and dock areas, and improvements to be constructed thereon, and any of the personal property placed thereon by the Lessor.

This demise is subject to:

(a) Mortgage dated _____, 19____, recorded in O. R. Book _____ Page _____, Broward County, Florida, held by First Federal Savings and Loan Association of Miami, Florida;

(b) Conditions, restrictions and limitations, if any there be, now appearing of record;

(c) Applicable zoning ordinances;

(d) Any mortgage on said premises now or hereafter placed against said premises by the Lessor, or the owner of the Lessor's interest, as qualified by the provisions of Article 12 hereof;

(e) A reservation of the right of lessor to grant an easement or easements, in and over the demised premises for the purpose of providing water and sewage facilities and service and to provide electric power and service and other utilities to the

demised premises, together with the right of ingress and egress to the demised premises for the purpose of servicing such easements, as well as ingress and egress to and from any and all parts of the demised premises in favor of all lawful owners and/or occupants of the Condominium units.

The Lessees, both corporate and individual, covenant and agree that they will, on request, join in the grant of such easement or easements, and the individual lessees do hereby irrevocably appoint and authorize the corporate lessee to execute such joinder as their duly authorized agent and attorney in fact, and a joinder by the corporate lessee in any such grant of easement or easements shall be binding upon and shall be the act of all of the individual lessees, whether or not such lessees are individually named in such grant.

An easement over, above, on, under and across the demised premises is hereby given and granted to the Corporate Lessee and the individual lessees owning the property described on Exhibit "D" which is hereto annexed and made a part hereof, for ingress to and egress from such property as described on Exhibit "D", as well as for the purpose of providing public utilities including water and sewage facilities and service, electric power and service, telephone, gas, etc., to such property, as well as the right of ingress and egress thereto for the purpose of servicing and maintaining same.

4. TERM

To have and to hold for a term of 99 years commencing on _____ 19____, and ending _____ 20____, unless sooner terminated as herein provided.

5. USE

The lessees shall have the right to use, occupy and possess the demised premises in common with such other persons, real or corporate, who may be other lessess of the demised premises. The lessees agree that the demised premises and improvements thereon, during the term of this lease, shall be used only and exclusively for lawful purposes and that they will not use or permit or suffer any person or organization to use said premises or improvements for any purpose in violation of the laws of the United States, the State of Florida, the Ordinances and Regulations of the County of Broward, or the City of Fort Lauderdale, or of any agency of such governments, or of the provisions of the Declaration of Condominium, By-Laws of House Rules and Regulations of the CONDOMINIUM.

The persons who may use and enjoy the demised premises under the lease are:

- (a) The unit owners in the CONDOMINIUM and their spouses and members of their household who live in such owners' unit;
- (b) Any occupant lawfully in possession of a unit and the members of his family, as for example, a lessee or sub-lessee property in possession;
- (c) If the owner be a corporation, by only one of its officers, directors or employees and members of his household living within such unit, who are over the age of twelve years;
- (d) Guests as permitted by agreement of all of the lessees of the demised premises, meaning thereby the lessees under this lease, and such permission means permission by such lessees acting through their Boards of Directors.

6. RENT

Lessees agree to pay to the Lessor as rent for the use of the demised premises an annual rental of \$ _____, payable in monthly installments of \$ _____, in advance

on the first day of each and every month during the term of this lease, at such place as the Lessor shall from time to time designate, and until the Lessor shall designate otherwise, rent is payable at _____.
Rent is due and payable in advance, without notice.

The individual lessee shall never be responsible for payment of rent in excess of the amount which is equal to the individual lessee's percentage of interest in the common elements of the CONDOMINIUM, as described and set forth in Exhibit B hereto annexed and made a part hereof. No individual lessee shall be responsible for, or be in default under this lease because of non-payment of rent due from any other individual lessee.

All rents from individual lessees shall be collected by the corporate lessee, and shall be paid over to the lessor when due. The corporate lessee shall be liable in damages to the lessor for all deficiencies in aggregate total amount of rent payments, but the lessor agrees that it will never seek to enforce this lease against any individual lessee who is in good standing in the performance of this lease. The corporate lessee shall keep accurate records of all rental payments collected from individual lessees, which records shall always be available to the Lessor for inspection and copying.

In view of the fluctuating purchasing power of the dollar, the parties hereto desiring to adjust the above described rentals to such purchasing power agree that adjustments shall be made in the annual rental from time to time as hereinafter provided so as to reflect as nearly as possible such fluctuations. The parties hereto adopt as standard for measuring such fluctuations the Consumer Price Index (revised, using the 1957-1959 average as equal to 100), United States average on all items and commodity groups, issued by the Bureau of Labor Statistics of the United States, hereinafter referred to as the "Index". The average of the Index for the months of _____ shall be taken as the Basic Standard. The average of the Index for those months was _____, and that figure is, therefore, the Basic Standard, as that term is hereinafter used. The first adjustment shall be made in December 1974, and it shall operate for the next five (5) calendar year period, 1975 through 1979. Thereafter, for the remainder of the term, adjustments shall be made every five (5) years and shall be in effect until the next five (5) year period. These adjustments shall be made and the rental for the ensuing period shall be arrived at by multiplying the basic rental of _____ by a fraction, the numerator of which shall be the new Index figure and the denominator of which shall be the Basic Standard.

For example, the new index figure which will be used to compute rent for the period 1975 through 1979 will be the average for the months of July, August and September of 1974. The above formula will then be applied and the result will be operative during the succeeding five calendar year period, 1975 through 1979.

The next adjustment will be made by ascertaining the new index figure for the average of the months of July, August and September 1979. The result from the application of the above formula will be operative during the succeeding five calendar year period, 1980 through 1984. The same procedure will be followed each five calendar years during the remaining term of the lease.

It is understood that the above Index is now being published by the Bureau of Labor Statistics of the United States Department of Labor, monthly. Should it be published at other intervals, so that

the three months' average cannot be determined exactly as above contemplated for the Basic Standard, then the Basic Standard shall be arrived at from the Index or Indexes published by said Bureau most closely approximating such three months' interval. Should said Bureau of Labor Statistics change the manner of computing such Index, the Bureau shall be requested to furnish a conversion factor designed to adjust the new Index to the one previously in use, and the adjustment to the new Index shall be made on the basis of such conversion factor. Should the publication of said Index be discontinued by said Bureau or Labor Statistics, then such other Index as may be published by such Bureau most nearly approaching said discontinued Index shall be used in making the adjustments herein provided for. Should said Bureau discontinue the publication of an Index approximating the Index herein contemplated, then such Index as may be published by another United States Governmental Agency, as most nearly approximates the Index herein first above referred to, shall govern and be substituted as the Index to be used, subject to the application of an appropriate conversion factor to be furnished by the governmental agency publishing the adopted Index. If such governmental agency will not furnish such conversion factor, then the parties shall agree upon a conversion factor or a new Index, and in the event agreement cannot be reached as to such conversion factor, or such new Index, then the parties hereto agree to submit to arbitrators chosen in the usual manner the selection of a new Index approximating as nearly as can be the Index hereinabove first contemplated, which new Index may be the one published by a governmental agency or one published by a private agency and generally accepted and approved as an Index reflecting the contemplated fluctuation in the purchasing power of the dollar. Should there be no such publication by a governmental agency, then an Index prepared by a private agency, generally accepted and approved as an Index reflecting the contemplated fluctuation in the purchasing power of the dollar, shall be agreed upon by the parties hereto; or, failing such agreement, a generally accepted and approved Index shall be selected by three arbitrators chosen in the usual manner. The selection of an Index by such arbitrators in either of the above events shall be binding upon the parties hereto.

In the event of any controversy arising as to the proper adjustment for rental payments as herein provided, the Lessee shall continue paying the rental under the last preceding rental adjustment as herein provided until such time as said controversy has been settled, at which time an adjustment will be made, retroactive to the beginning of the adjustment period in which the controversy arose. However, in no event shall the annual rent due and payable hereunder be less than

DOLLARS for any lease year, regardless of
the value of the dollar as reflected by the said Index.

It is the purpose and intent of the Lessor and Lessees that the rent hereinabove provided to be paid to the Lessor by the Lessees be absolutely net to the Lessor, so that this Lease shall, except as hereinafter provided to the contrary, yield net to Lessor the rent as hereinabove provided to be paid in each year during the term of this Lease, and that all costs, expenses and obligations of every kind and nature whatsoever, relating to the demised premises, or any improvements thereon, which may arise or become due during the term of this Lease, shall be paid by the Lessees and that the Lessor shall be indemnified and saved harmless by the Lessee from and against the same.

7. TAXES, UTILITIES, INSURANCE, MAINTENANCE AND OPERATION

(a) Taxes

The lessees agree that during the term of this lease, they will promptly pay at least thirty days before they would become delinquent, all real estate taxes and assessments asserted against or levied upon the land and improvements constituting the demised premises, and all personal property taxes, and all improvement liens; and the corporate lessee shall deliver to the lessor official receipts showing payment of said taxes.

(b) Utilities

The lessees agree to promptly pay when due all charges for utilities serving the demised premises, and to post any deposits required for utility service.

(c) Maintenance

Lessees agree that they will at their own expense keep and maintain the leased premises and improvements thereon, in good and substantial repair and in clean and sanitary condition, and that they will permit no waste, damage, or injury to the demised premises and improvements, and that they will conform to and abide by all applicable rules, regulations, and ordinances of any government or governmental agency having jurisdiction over the demised premises.

(d) Insurance

Lessees agree to keep in full force and effect during the term of this lease fire and extended coverage insurance covering the leased premises and improvements. Such insurance shall be in such amounts as will assure replacement of the improvements. Such insurance shall be maintained for the benefit of the lessor. Proceeds of loss, subject to the prior claim of any mortgagee, shall be used for reconstruction and repair of any improvements damaged or destroyed by an insured casualty.

Lessees further agree to take out and maintain at their own cost during the term of this lease a policy of public liability insurance covering the leased premises and the use thereof in which the lessor and the lessees are named as the insured, in limits of \$100,000.00 for any one person, and \$300,000.00 for more than one person in a single accident.

All insurance shall be placed in well rated companies approved by the lessor and by any mortgagee having an interest in the lessor's interest in the demised premises.

All policies or certificates thereof and all renewals shall be delivered to the lessor.

(e) Operation

The lessees agree that they will pay the cost of operation of the demised premises.

The liability of each individual lessee for the payment of rent, taxes, utilities, insurance premiums, maintenance, upkeep, repair and other operating costs referred to in this lease and herein generally described as "Operating Costs", is a portion of the common expense required to be paid by each individual lessee (unit owner) under the Declaration of Condominium of the Association. A schedule of the percentage of the liability of each individual lessee (unit owner) for the payment of such operating costs is attached to this lease as

Exhibit "B". No individual lessee shall ever be liable to pay a greater percentage of such operating costs than is applicable to his unit under such Exhibit "B", such percentage representing the limit of liability of each unit owner (individual lessee) for the payment of operating costs.

8. LESSEES' COVENANT TO HOLD HARMLESS

At all times during the term of this lease, lessees will indemnify and save harmless the lessor from and against any and all claims, suits, actions, damages and/or causes of action arising during the term of this lease, for any personal injury, loss of life, or damage to property sustained in, or about the demised premises and improvements, or upon the adjacent sidewalks or streets, and from and against all costs, fees, expenses and liabilities incurred in and about such claim, its investigation and defense.

9. MECHANICS LIENS, ETC.

The lessees have no power or authority to subject the lessor's title to any liens. No person shall ever be entitled to any lien derived through or under the lessee, which is inferior to the title of the lessor, but must look solely to the lessee's interest for payment. If any liens are filed against lessor's title, by reason of any act or work attributable to the lessee, the lessees must, within thirty (30) days of the filing thereof, cause such lien to be released.

10. DAMAGE OR DESTRUCTION OF IMPROVEMENTS

The parties agree that damage to or destruction of the demised premises or the improvements on any portion thereof, by fire, storm, or catastrophe shall not authorize the lessees to terminate this lease, or release the lessees from liability to pay the lessor the rent.

In the event of loss, destruction, or damage to the premises or improvements, the lessor agrees to rebuild and repair the premises to substantially the same condition, design and size as existed immediately prior to such damage. The lessor will commence said building and repair work within ninety (90) days after the insurance carriers have paid the claim for such loss (if the loss is an insured casualty) and shall complete such work as rapidly as reasonably can be done; provided, however, that in all events the lessor will commence such work no later than one hundred twenty (120) days after the occurrence of the casualty.

11. SUBORDINATION BY LESSEES

The lessees' interest under this lease is and shall remain subordinate and inferior to the lien of the mortgage presently encumbering the demised premises, or hereafter made, and to all extensions thereof, and the individual and corporate lessees agree to execute any instrument confirming such subordination on request, although any mortgagee may rely on this instrument as the subordination itself.

Each individual lessee does hereby irrevocably appoint and authorize the corporate lessee to execute subordination papers in his behalf, and a subordination executed and delivered by the corporate lessee shall be binding upon all individual lessees, whether or not they are individually named in such subordination papers. The lessees shall never be required to subordinate to a mortgage or mortgages securing a debt or debts which provide for larger monthly payments thereunder than the aggregate monthly rental to be paid by the lessees under this lease.

Any mortgage to be procured by the lessor on the demised premises shall contain a requirement that the corporate lessee must be notified in writing at the address of the condominium corporation of the existence of any default or defaults in the performance of the mortgage and must be given a period of thirty (30) days within which to cure such defaults before the mortgagee shall have a right to foreclose, provided that any period of such notice and any acceleration notice provided in such notice shall run concurrently and not consecutively.

12. SUBORDINATION BY LESSOR

Concurrently and in conjunction with the making of a mortgage with an institutional lender encumbering his condominium parcel in the WINSTON CONDOMINIUM, each individual lessee shall have the right to encumber his interest in the within lease, and the lessor agrees to subordinate this lease in favor of the lien of such institutional mortgage.

If such institutional mortgage against the interest of an individual lessee shall be foreclosed, the lien of the lessor against the interest of the individual lessee shall survive and be renewed without any act on the part of the lessor or the mortgagee, or subsequent owner, but only for money which shall become due and payable hereunder after the acquisition of title as a result of the foreclosure.

13. INSPECTION OF PREMISES

The lessees agree that the lessor, and/or its agents and employees, at all reasonable hours shall have free access to said demised premises and the improvements thereon for the purpose of examining and inspecting the condition thereof, or of exercising any right or power reserved to the lessor under the terms and provisions of this lease.

14. NOTICES

Whenever under this lease a provision is made for notice of any kind, or wherever notice is required by law, it shall be deemed sufficient notice and service thereof if such notice to lessee is in writing addressed to the Individual Lessee or to the ASSOCIATION, its successors or assigns, at its last known address and sent by U.S. Certified or Registered Mail with postage prepaid; and if such notice to lessor is in writing, addressed to the last known post office address of lessor and sent by U.S. Certified or registered mail with postage prepaid. Notice need be sent to only one lessee where lessee is more than one person or corporation.

15. LESSOR'S COVENANTS

The lessor covenants:

(1) Quiet Enjoyment - So long as the lessees keep and perform the terms and conditions of this lease to be kept and performed by them, the lessees shall have quiet, continuous and undisturbed possession of the premises.

(2) Title - The lessor is the owner of the fee simple title to the demised premises, subject to the matters and things enumerated in Article 3.

(3) Re: Lessor's Mortgage - That it will, so long as the lessees shall continue to pay the rent reserved by this lease and observe this lease, keep all mortgages executed by it, and encumbering the demised premises, in good standing, and pay promptly all sums required to be paid by it. And the lessor agrees that it will, on request of the lessee from time to time, advise the lessee of the standing of its mortgages; and the lessor further agrees

that if it should become delinquent in the payment of any mortgages so as to endanger the lessee's interest, the lessees may (but they are not required to) make such delinquent payments in behalf of the lessor, after ten (10) days notice to the lessor, and all sums due shall be immediately repayable, to be enforced by suit, or credit against sums due from the lessees to the lessor, and the lessees shall have a lien against lessor's title for sums paid together with interest thereon at the rate of eight percent (8%) per annum from the date of payment until the date of repayment.

The lessee shall have the right to make mortgage payments directly to the mortgagee for the account of the lessor-mortgagor, deducting same from the monthly rentals payable hereunder.

16. MISCELLANEOUS

(a) No waiver of a breach of any of the covenants of this lease contained shall ever be construed to require a further similar indulgence, or to be a waiver of any succeeding breach.

(b) Time is of the essence in every particular, particularly where the obligation to pay money is involved.

(c) All arrearages in rent shall bear interest at eight percent (8%) per annum from date of advance until paid.

(d) All sums advanced by the lessor for the account of the lessees, or by the lessees for the account of the lessor, shall bear interest at eight percent (8%) per annum from date of advance until paid.

(e) All covenants, promises, conditions and obligations herein contained or implied by law are covenants running with the land and shall attach to and be binding upon the heirs, executors, administrators, legal representatives and assigns of all of the parties hereto.

(f) The only relation between the lessor and the lessees is that of landlord and tenant, and no other relationship between the parties shall be assumed, or relied upon by either of the parties hereto, or any stranger to this instrument.

17. ASSIGNMENT

This lease is not assignable by the Corporate Lessee.

Any individual lessee who is not in default hereunder may assign his leasehold interest only concurrently with and in conjunction with the transfer of his condominium parcel in the CONDOMINIUM, as provided in the Declaration of Condominium. Every assignee must execute and deliver to the lessor a written assumption of the obligations of the assignor, as set out in this lease, such assumption to be in recordable form, and upon the perfection of such assignment, the assignor shall stand relieved of all liability for the further performance of this lease, from such time.

Nothing herein shall be deemed to prevent a first mortgagee from acquiring the leasehold interest of a condominium parcel owner, by foreclosure.

18. CONDEMNATION

If the whole or any part of the leased premises shall be taken by any public authority under the power of eminent domain, then this lease shall cease on the part so taken from the day possession of that part shall be taken for any public purpose, and the rent shall be paid up to that day; and, if such portion of the leased premises is so taken as to completely destroy the usefulness of the leased premises for the purposes for which the leased premises are hereby leased, then, from that day the lessee shall have the right either to terminate this lease by written notice

given by the lessee to lessor within thirty (30) days after such day, or to continue in the possession of the remainder of the leased premises under all of the terms herein provided. All damages awarded for such taking shall belong to and be the property of lessor whether such damages shall be awarded as compensation for diminution in the value of the lease or of the fee of the leased premises.

19. BANKRUPTCY

The filing of involuntary bankruptcy of the corporate lessee, or of any of the individual lessees, or the filing of any proceedings by or against any of them under the bankruptcy act, or an assignment for the benefit of creditors by any of them, or the appointment of a receiver for any of them, shall never confer any rights upon any Trustee, Receiver or Assignee.

20. DEFAULT

If any rent or installment of rent payable by the lessees to the lessor shall remain unpaid for more than thirty (30) days after its due date, or if any lessee shall breach any of the other covenants in this lease contained, and such default shall continue for thirty (30) days after notice to cure, then the lessor shall, at lessor's option, have the right to proceed by suit at law to collect against the delinquent individual lessee and the corporate lessee, have an injunctive process to enjoin breach where the same is apt, or to forelose lessor's lien against the delinquent individual lessee's interest in the demised premises and his condominium parcel in the CONDOMINIUM. In every such instance where the lessor shall so act, the lessees involved agree to pay and shall pay the lessor's costs, expenses, and reasonable attorney's fees.

It is distinctly understood and agreed that a default on the part of any individual lessee shall not be actionable against any other individual lessee, and that a default by the corporate lessee shall never be grounds for forfeiture of this lease in its entirety.

The Corporate Lessee agrees that on request, it will advise the lessor of any delinquencies on the part of the individual lessees in making the rent payments due hereunder (which the corporate lessee agrees to receive and remit to the lessor) or in making payment of common expense payable to the Corporate Lessee.

21. LIEN, SECURITY AND ENFORCEMENT

For a good and marketable consideration, and in consideration of this demise by the lessor, each individual lessee gives and grants unto the lessor, a first lien, paramount to all others except as hereinafter stated on the leasehold interest of the individual lessee in and to this lease, and in and to his condominium parcel in the CONDOMINIUM, together with all furniture, fixtures and personal property belonging to each individual lessee and contained in his condominium unit, which lien is granted for the purpose of securing the payment of the rent reserved to be paid by the individual lessee, and the performance by the individual lessee of the covenants and agreements of this lease to be kept and performed by each individual lessee. This lien, however, is subject to the lien of any institutional first mortgage which may hereafter be made by an individual lessee, encumbering his condominium parcel.

The lessor, however, agrees that it will subordinate its lien to the lien of an institutional mortgage sought by an individual lessee of such lessee's condominium parcel, and agrees that it will, on request, execute a subordination agreement, such subordination agreement to affect the individual lessee's leasehold interest, and condominium parcel only.

If such institutional mortgage shall be foreclosed, the lien herein granted to the lessor against the Individual Lessee's interest in this lease and the individual's condominium parcel shall survive and be renewed without any act on the part of the lessor or the mortgagee, but only for monies which shall become due and payable hereunder after the acquisition of title as a result of the foreclosure.

The parties understand and agree that the Lessor's lien hereby given may be foreclosed either in the manner in which a mortgage on real property is foreclosed, or, alternately, at the option of the lessor in the manner in which statutory liens on real property are foreclosed, or at the further option of the lessor, by any other remedy available to the lessor for the foreclosure of the said lien.

Upon full payment of arrearages, interest and costs (including attorney's fees), the party making payment shall be entitled to a recordable satisfaction discharging the lien as to such arrearages, interest and costs only, provided such satisfaction shall in no way diminish or extinguish the lien hereby created as to any other amounts to become due thereafter, but said lien shall continue throughout the term.

In the event that the lessor's lien granted by the terms of this lease should, as to the whole or any part of the demised premises or the individual condominium parcels, for any cause or reason whatsoever be determined to be invalid, extinguished or unenforceable, then the lessees agree that such fact shall not extinguish nor diminish the lessees' financial or other obligations hereunder, and that the corporate lessee will, in the manner as now prescribed by Chapter 711, Florida Statutes such assessments and enforce its lien therefor against the defaulting individual lessee's condominium parcel in order to comply with and fulfill the corporate and individual lessees' obligations to the lessor hereunder.

22. WAIVER OF USE NOT PERMITTED

The liability for the payment of rent and of the other obligations arising under this lease cannot be avoided by the waiver of the use or enjoyment or the abandonment of the leased premises or any part thereof.

23. LEGAL DESCRIPTION OF CONDOMINIUM PARCELS

The Individual Lessees' condominium parcels which are mentioned in this lease and which constitute the subject matter of the lessor's lien against such condominium parcels are situated on the real property described and set forth on Exhibit "D" annexed hereto and made a part hereof.

24. PROHIBITION AGAINST WASTE

The lessee shall not permit or suffer any waste or damage, disfigurement or injury to the demised premises or to any improvements, structures, buildings and personal property now or hereafter placed or brought thereon by the lessor.

25. RELATION BETWEEN THE PARTIES

The fact that the individual lessees under this lease may change in identity from time to time shall never operate to discharge any other individual lessee from liability hereunder or alter or affect the liability of those individual lessees who have become parties, but on the contrary, this lease shall remain in full force and effect as to all lessees who have not been discharged from liability by the specific provisions of this lease.

The relation between the lessor and the lessees is strictly that of landlord and tenant, and no other relationship between the parties shall ever be implied or assumed to exist.

26. OPTION TO PURCHASE

The lessee association is hereby given the right and option to purchase the fee simple title to the leased premises under the following terms and conditions:

(a) The option may be exercised only by the lessee association, and only as to the whole of the demised premises; and the option may be exercised and the purchase transaction completed only during the eleventh and twelfth years of the term of this lease. Thereafter, this lease article granting the option to purchase shall be absolutely void.

(b) Exercise of the option shall be accomplished by notice in writing to the lessor and the transaction shall be closed within sixty (60) days thereafter within Broward County during regular business hours on a regular business day, as designated in a five day written notice from the lessor. If the lessee, without fault of the lessor, fails or neglects to close the purchase transaction, this lease article granting the option to purchase shall expire and be absolutely void. The notices referred to herein shall be delivered in the manner set forth in the notice article of this lease.

(c) The purchase price to be paid by the lessee to the lessor is the sum of \$ _____ net to the lessor without any deductions or adjustments of any kind. The lessee shall pay for the cost of the title policy hereinafter mentioned, as well as all closing costs, including recording expenses, stamps and excise taxes on the deed, etc. Each party shall pay his own attorney's fees.

(d) At closing, the lessee will pay to the lessor the full purchase price in the form of a local bank cashiers or certified check, and the lessor will, in exchange therefor, deliver to the lessee the following:

(1) Warranty Deed conveying a good and marketable fee simple title to the leased premises, subject only to conditions, restrictions, limitations and easements of record as of the date of this lease; additional easements thereafter created for the purpose of serving the leased premises; real and personal property taxes imposed upon the leased premises; applicable zoning ordinances and regulations; and any state of facts suffered, permitted or created by the lessee;

(2) A commitment issued by a title trust fund or company authorized to do business in Florida, which commitment will undertake to insure the title to the leased premises, and containing only the standard title exceptions and those noted in the preceding paragraph hereof.

IN WITNESS WHEREOF, the parties hereto have executed this instrument at Fort Lauderdale, Broward County, Florida, this _____ day of _____ 19____.

Signed, Sealed and Delivered in the presence of:

LESSORS:

GEORGE KISSAK, Individually and as Trustee (SEAL)

As to George and Loretta Kissak

LORETTA KISSAK (SEAL)

RICHARD L. BURKARD (SEAL)

As to Richard L. and Sarah Van Burkard

SARAH VAN BURKARD (SEAL)

LESSEE (Corporate):

WINSTON HOUSE ASSOCIATION, INC.

By _____ (SEAL)
President

As to Corporate Lessee

Attest: _____ (SEAL)
Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD) SS.

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, GEORGE KISSAK, individually and as Trustee, joined by his wife, LORETTA KISSAK, and RICHARD L. BURKARD, and SARAH VAN BURKARD, his wife, to me well known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Fort Lauderdale, in the County and State last aforesaid this _____ day of _____ 19____.

My Commission expires:

Notary Public, State of Florida
at Large.

STATE OF FLORIDA)
COUNTY OF BROWARD) SS.

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, and _____ President and Secretary, respectively, of WINSTON HOUSE ASSOCIATION, INC., a Florida corporation, to me well known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same as such officers for the purposes therein expressed.

WITNESS my hand and official seal at Fort Lauderdale, in the County and State last aforesaid this _____ day of _____ 19____.
My Commission expires:

Notary Public, State of Florida at Large

JOINDER AND ASSUMPTION AGREEMENT

THE UNDERSIGNED has heretofore entered into a contract with Burkard Building Corp. for the purchase of Private Dwelling No. _____ in the WINSTON CONDOMINIUM, as recorded in O.R. Book _____, Page _____, Broward County Records. The said contract made specific reference to a 99-year lease dated the _____ day of _____ 19____, and recorded in O. R. Book _____, Page _____, Broward County Records, which said lease is by reference incorporated herein and made a part hereof.

In the implementation of the aforementioned contract of sale and purchase and for other good and valuable considerations, the undersigned does hereby join in the said 99-year lease as an "Individual Lessee" and accepts its benefits and agrees to be bound by and to do, keep and perform all of the promises, undertakings, covenants, provisions and agreements to be kept, done and performed by the "Individual Lessee" thereunder, including, without limitation, the payment of rent as therein prescribed, to the same manner, extent, degree, effect, purpose and intent as if the said lease had been executed and delivered by the undersigned as the original lessee thereunder.

DATED this _____ day of _____ 19____.

In the presence of:

_____ (SEAL)
_____ (SEAL)

STATE OF FLORIDA)
 : SS.
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, _____ to me well known to be the person described in and who executed the foregoing instrument and _____ acknowledged before me that _____ executed the same freely and voluntarily for the purpose therein expressed.

WITNESS my hand and official seal at Fort Lauderdale, in the County and State last aforesaid this _____ day of _____ 19____.

My Commission expires:

Notary Public, State of Florida
at Large.

EXHIBIT "A" TO 99-YEAR LEASE

Joinder

LEGAL DESCRIPTION OF LEASED RECREATION,

GUEST PARKING AND DOCK AREA

WINSTON HOUSE CONDOMINIUM

All of Lots 24, 25, and 26, and Lot 27 less the East 77.5 feet, Block "G", of CORAL RIDGE COUNTRY CLUB ADDITION NO. 4, as recorded in Plat Book 53 at Page 29 of the Public Records of Broward County, Florida, less the following:

Commence at the Northeast Corner of Lot 26, Block "G" of Coral Ridge Country Club, Addition No. 4 as recorded in Platbook 53 at Page 29 of the Public Records of Broward County, Florida; Thence run Westerly along the North line of said Lot 26 for a distance of 7.50 feet to a point; Thence deflecting to the left at an angle of 90°-00'-00" run Southerly for a distance of 20.00 feet to the Point of Beginning of the parcel of land hereinafter to be described; Thence continue Southerly along the previously described course for a distance of 69.83 feet to a point; Thence deflecting to the right at an angle of 90°-00'-00" run Westerly for a distance of 238.67 feet to a point; Thence deflecting to the right at an angle of 90°-00'-00" run Northerly for a distance of 69.83 feet to a point; Thence deflecting to the right at an angle of 90°-00'-00" run Easterly for a distance of 31.92 feet to a point; Thence deflecting to the right at an angle of 90°-00'-00" run Southerly for a distance of 6.00 feet to a point; Thence deflecting to the left at an angle of 90°-00'-00" run Easterly for a distance of 57.83 feet to a point; Thence deflecting to the left at an angle of 90°-00'-00" run Northerly for a distance of 3.33 feet to a point; Thence deflecting to the right at an angle of 90°-00'-00" run Easterly for a distance of 59.17 feet to a point; Thence deflecting to the right at an angle of 90°-00'-00" run Southerly for a distance of 3.33 feet to a point; Thence deflecting to the left at an angle of 90°-00'-00" run Easterly for a distance of 57.83 feet to a point; Thence deflecting to the left at an angle of 90°-00'-00" run Northerly for a distance of 6.00 feet to a point; Thence deflecting to the right at an angle of 90°-00'-00" run Easterly for a distance of 31.92 feet to the Point of Beginning.

EXHIBIT "C" TO 99-YEAR LEASE

LEGAL DESCRIPTION OF FEE OWNERSHIP AREA
WINSTON HOUSE CONDOMINIUM

Commence at the Northeast Corner of Lot 26, Block "G" of Coral Ridge Country Club, Addition No. 4 as recorded in Platbook 53 at Page 29 of the Public Records of Broward County, Florida; Thence run Westerly along the North line of said Lot 26 for a distance of 7.50 feet to a point; Thence deflecting to the left at an angle of 90°-00'-00" run Southerly for a distance of 20.00 feet to the Point of Beginning of the parcel of land hereinafter to be described; Thence continue Southerly along the previously described course for a distance of 69.83 feet to a point; Thence deflecting to the right at an angle of 90°-00'-00" run Westerly for a distance of 238.67 feet to a point; Thence deflecting to the right at an angle of 90°-00'-00" run Northerly for a distance of 69.83 feet to a point; Thence deflecting to the right at an angle of 90°-00'-00" run Easterly for a distance of 31.92 feet to a point; Thence deflecting to the right at an angle of 90°-00'-00" run Southerly for a distance of 6.00 feet to a point; Thence deflecting to the left at an angle of 90°-00'-00" run Easterly for a distance of 57.83 feet to a point; Thence deflecting to the left at an angle of 90°-00'-00" run Northerly for a distance of 3.33 feet to a point; Thence deflecting to the right at an angle of 90°-00'-00" run Easterly for a distance of 59.17 feet to a point ; Thence deflecting to the right at an angle of 90°-00'-00" run Southerly for a distance of 3.33 feet to a point; Thence deflecting to the left at an angle of 90°-00'-00" run Easterly for a distance of 57.83 feet to a point; Thence deflecting to the left at an angle of 90°-00'-00" run Northerly for a distance of 6.00 feet to a point; Thence deflecting to the right at an angle of 90°-00'-00" run Easterly for a distance of 31.92 feet to the Point of Beginning.

EXHIBIT "D" TO 99-YEAR LEASE

WINSTON HOUSE

~~Amended by York~~
~~...~~
~~...~~

AMENDMENT TO 99-YEAR LEASE

WHEREAS, on July 24, 1970 GEORGE KISSAK, individually and as trustee, joined by his wife, LORRETTA KISSAK, and RICHARD L. BURKARD and SARA VAN BURKARD, his wife, as lessors, did enter into a 99-year lease with the Winston House Association, Inc., a Florida corporation, corporate lessee, and

71 FEB 10 PM 11:43

WHEREAS, said lease was recorded on August 18, 1970 in O.R. Book 4282, page 738, Broward County Records, and

WHEREAS, the parties to said lease wish to amend the provisions thereof,

NOW THEREFORE, for the sum of Ten Dollars and other good and valuable considerations, paid by the corporate lessee to the individual lessors above mentioned, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Said lease is hereby amended by changing Exhibit "B" to said lease to the form attached hereto as Exhibit "A".
2. All other provisions of said lease are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in Ft. Lauderdale, Broward County, Florida this 9th day of January, 1971.

In the presence of:

[Signature]
Paul L. Gu
 As to George and Lorretta Kissak

Batricia A. Brown
J. C. M. Trager
 As to Richard and Sara Van Burkard

LESSORS:

George Kissak
 GEORGE KISSAK, Individually and as trustee

Lorretta Kissak
 LORRETTA KISSAK

Richard L. Burkard
 RICHARD L. BURKARD

Sara Van Burkard
 SARA VAN BURKARD

OFF. 4420 PAGE 158

Return to -

This Instrument Was Prepared By:
SANFORD N. REINHARD
ZINN & REINHARD, P. A.
908 Ainsley Building
Miami, Fla. 33132

Amendment to

CORPORATE LESSEE:

In the presence of:

Richard A. Brown
William M. Trager
As to corporate lessee

WINSTON HOUSE ASSOCIATION, INC.

By Richard L. Burkard
RICHARD L. BURKARD, Pres.

Attest Sara Van Burkard
SARA VAN BURKARD, Sec.



STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this date personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, GEORGE KISSAK, individually and as trustee, joined by his wife, LORRETTA KISSAK and RICHARD L. BURKARD and SARA VAN BURKARD, his wife, to me well known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Ft. Lauderdale, in the county and state last aforesaid this 29th day of January, 1971.

[Signature]
NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Sept. 18, 1973
Bonded By American Fire & Casualty Co.

STATE OF FLORIDA)
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, RICHARD L. BURKARD and SARA VAN BURKARD, president and secretary, respectively, of WINSTON HOUSE ASSOCIATION, INC., a Florida corporation, to me well known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same as such officers for the purpose therein expressed.

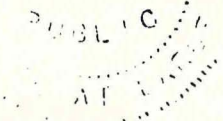
WITNESS my hand and official seal at Ft. Lauderdale in the county and state last aforesaid this 29th day of January, 1971.

[Signature]
NOTARY PUBLIC STATE OF FLORIDA

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Sept. 18, 1973
Bonded By American Fire & Casualty Co.

2.



OFF. 4420
PAGE 459

EXHIBIT "B"

WINSTON HOUSE CONDOMINIUM

<u>PRIVATE DWELLING NUMBERS</u>	<u>PERCENTAGE OF APPURTENANT UNDIVIDED INTEREST IN LAND, COMMON PROPERTY AND LIMITED COMMON PROPERTY</u>	<u>INITIAL ANNUAL RENT</u>	<u>INITIAL MONTHLY RENT</u>
101; 108; 201; 208; 301; 308; 401; 408; 501; 508; 601; 608.	2.395%	\$646.68	\$53.89
106; 107; 202; 203; 206; 207; 302; 303; 306; 307; 402; 403; 406; 407; 502; 503; 506; 507; 602; 603; 606; 607.	2.19%	\$591.36	\$49.28
204; 205; 304; 305; 404; 405; 504; 505; 604; 605.	1.87%	\$504.84	\$42.07
102	1.73%	\$521.28	\$43.44
103	2.65	\$661.44	\$55.12

THIS AMENDED EXHIBIT "B" CHANGES THE PERCENTAGE INTEREST OF APARTMENT NUMBER 102 AND 103 ONLY AND DOES NOT CHANGE THE PERCENTAGE INTEREST OF ANY OTHER PRIVATE DWELLING UNITS FROM THE ORIGINAL EXHIBIT "B" AS FILED WITH THE ORIGINAL DECLARATION OF CONDOMINIUM.

RECORDED IN OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
JACK WHEELER
CLERK OF CIRCUIT COURT

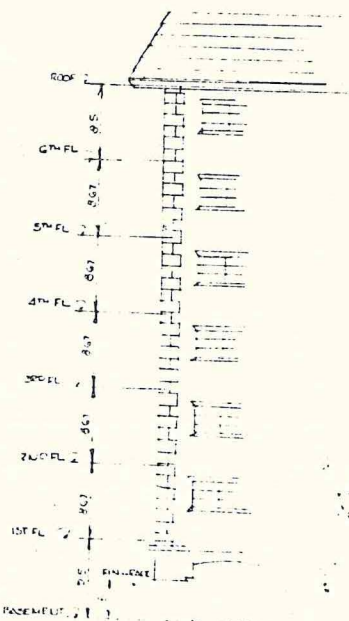
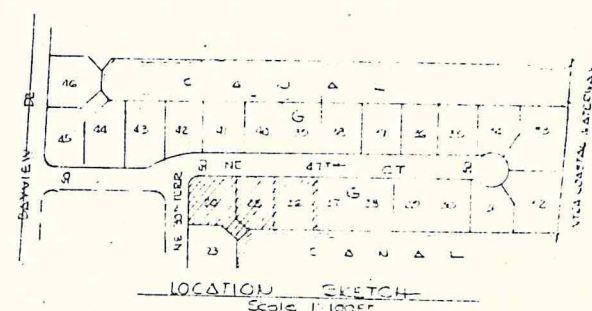
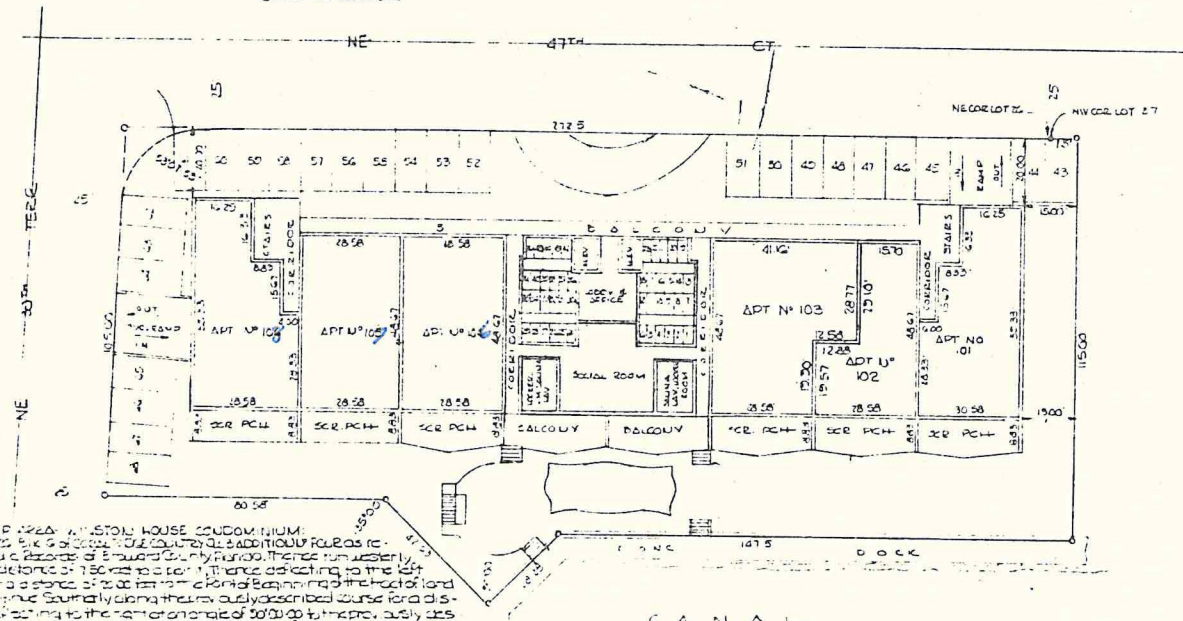
OFF
REC. 4420
PAGE 460

CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS That the undersigned who is a Surveyor authorized to practice in Florida hereby certifies that the attached plan and its Graphic Description or LAND IMPROVEMENTS and Plat Map together with the Declaration of Condominium of which they are made a part are in sufficient detail to identify the WINSTON HOUSE CONDOMINIUM as described herein and to identify the common elements and each unit and their relative locations and approximate dimensions and the wrapping matter including the wording of the Declaration is correct representation of the improvements described and their location as determined herefrom by the identification of sectional markers and size of the common elements and of each unit as represented on the Architectural Plans prepared by Joseph-Phillips-Je-Architects-Florida Inc. Engineer as Commission #1232

IN WITNESS WHEREOF I have hereunto set my hand and seal this 18th day of April at 1968

Donald W. Mc Intosh
DONALD W. MC INTOSH
REG. LAND SURV. FOR FLA. 1955
STATE OF FLORIDA



LEGAL DESCRIPTION OF THE OWNERSHIP INTEREST IN THE WINSTON HOUSE CONDOMINIUM. Commenced by the Notar Public on and for the 24th day of October 1964 in Public Records of Broward County Florida. Therein the Notar Public recorded the Declaration of Condominium of which they are made a part in sufficient detail to identify the WINSTON HOUSE CONDOMINIUM as described herein and to identify the common elements and each unit and their relative locations and approximate dimensions and the wrapping matter including the wording of the Declaration is correct representation of the improvements described and their location as determined herefrom by the identification of sectional markers and size of the common elements and of each unit as represented on the Architectural Plans prepared by Joseph-Phillips-Je-Architects-Florida Inc. Engineer as Commission #1232

LEGAL DESCRIPTION OF THE LEASED RECREATION, GUEST AND DOCK AREA. WINSTON HOUSE CONDOMINIUM. Lots 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200.

DESCRIPTION OF PRIVATE UNITS
PRIVATE UNITS means and comprises the separate and numbered units, including the interior, all spaces and improvements lying beneath the undecorated and/or unfinished surfaces of the perimeter walls and floors, and above the undecorated and/or unfinished inner surfaces of the ceilings of each unit and further excluding therefrom all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior partition walls and/or partitions and further excluding all pipe wires, conduit and other facilities running thru interior walls or partitions for the furnishing of utility services to PRIVATE UNITS and COMMON PROPERTY.

DESCRIPTION OF COMMON PROPERTY
COMMON PROPERTY means and comprises all real property improvements and facilities other than those comprising the Private Units and includes easements, things, PRIVATE UNITS for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility services to PRIVATE UNITS and COMMON PROPERTY and easements of support in every portion of the PRIVATE UNITS which contribute to the support of the improvements and further includes all personal property held and retained for the use and enjoyment of all the owners of PRIVATE UNITS.

WINSTON HOUSE CONDOMINIUM

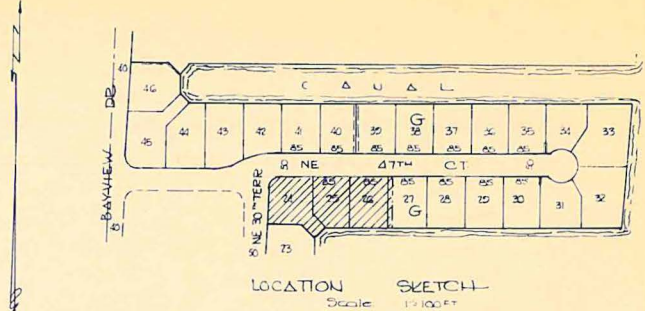
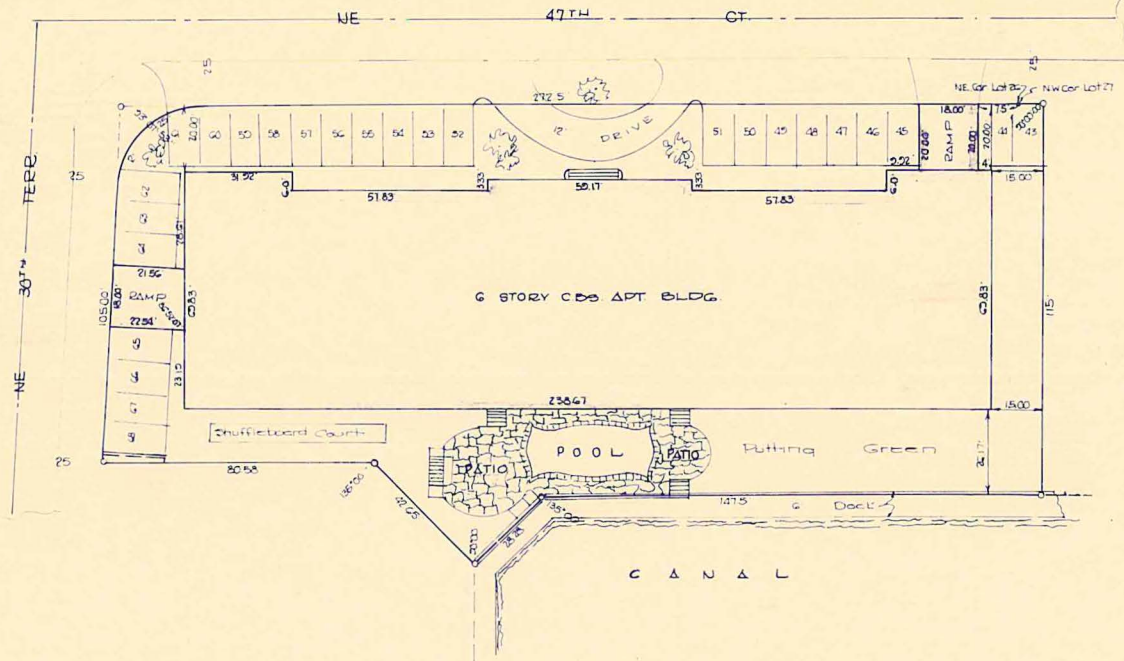
EXHIBIT "A"
PAGE 3 AMENDED

DESCRIPTION OF LIMITED COMMON PROPERTY
LIMITED COMMON PROPERTY means and comprises all real property improvements and facilities other than those comprising the Private Units and includes easements, things, PRIVATE UNITS for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility services to PRIVATE UNITS and COMMON PROPERTY and easements of support in every portion of the PRIVATE UNITS which contribute to the support of the improvements and further includes all personal property held and retained for the use and enjoyment of all the owners of PRIVATE UNITS.

AMENDED PART OF PLAN
KNOW ALL MEN BY THESE PRESENTS That the undersigned who is a Surveyor authorized to practice in Florida hereby certifies that the attached plan and its Graphic Description or LAND IMPROVEMENTS and Plat Map together with the Declaration of Condominium of which they are made a part are in sufficient detail to identify the WINSTON HOUSE CONDOMINIUM as described herein and to identify the common elements and each unit and their relative locations and approximate dimensions and the wrapping matter including the wording of the Declaration is correct representation of the improvements described and their location as determined herefrom by the identification of sectional markers and size of the common elements and of each unit as represented on the Architectural Plans prepared by Joseph-Phillips-Je-Architects-Florida Inc. Engineer as Commission #1232

Donald W. Mc Intosh
DONALD W. MC INTOSH
REG. LAND SURV. FOR FLA. 1955
STATE OF FLORIDA

REC-447U PAGE 13



LEGAL DESCRIPTION OF FEE OWNERSHIP AREA - WINSTON HOUSE CONDOMINIUM:
 Commence at the Northeast Corner of Lot 26 Block G of CORAL RIDGE COUNTRY CLUBS ADDITION N° FOUR as recorded in Plat Book 51 at Page 29 of the Public Records of Broward County, Florida; Thence run Westerly along the North line of said Lot 26 for a distance of 7.50 feet to a point; Thence deflecting to the left at an angle of 90°00'00" run Southerly for a distance of 20.00 feet to the Point of Beginning of the tract of land hereinafter to be described; Thence continue Southerly along the previously described course for a distance of 69.83 feet to a point; Thence deflecting to the right at an angle of 90°00'00" to the previously described course; run Westerly for a distance of 23.67 feet to a point; Thence deflecting to the right at an angle of 90°00'00" to the previously described course; run Northwesterly for a distance of 73.19 feet to a point; Thence deflecting to the left at an angle of 90°00'00" to the previously described course; run Northwesterly for a distance of 32.54 feet to a point; said point lying on the Easterly right of way line of NE 30th TERRACE; Thence deflecting to the right at an angle of 90°00'00" to the previously described course; run Northwesterly along the Easterly right of way line of said NE 30th TERRACE for a distance of 18.00 feet to a point; Thence deflecting to the right at an angle of 90°00'00" to the previously described course; run Southeasterly for a distance of 21.54 feet to a point; Thence deflecting to the left at an angle of 93°01'53" to the previously described course; run Northerly for a distance of 28.61 feet to a point; Thence deflecting to the right at an angle of 90°00'00" to the previously described course; run Easterly for a distance of 21.82 feet to a point; Thence deflecting to the right at an angle of 90°00'00" run Southerly for a distance of 6.00 feet to a point; Thence deflecting to the left at an angle of 90°00'00" to the previously described course; run Easterly for a distance of 57.83 feet to a point; Thence deflecting to the left at an angle of 90°00'00" to the previously described course; run Northerly for a distance of 3.33 feet to a point; Thence deflecting to the right at an angle of 90°00'00" to the previously described course; run Easterly for a distance of 59.11 feet to a point; Thence deflecting to the right at an angle of 90°00'00" to the previously described course; run Southerly for a distance of 3.33 feet to a point; Thence deflecting to the left at an angle of 90°00'00" to the previously described course; run Easterly for a distance of 57.83 feet to a point; Thence deflecting to the left at an angle of 90°00'00" to the previously described course; run Northerly for a distance of 6.00 feet to a point; Thence deflecting to the right at an angle of 90°00'00" to the previously described course; run Easterly for a distance of 9.92 feet to a point; Thence deflecting to the left at an angle of 90°00'00" to the previously described course; run Northerly for a distance of 20.00 feet to a point; said point lying on the Southerly right of way line of NE 47th Court; Thence deflecting to the right at an angle of 90°00'00" to the previously described course; run Easterly along the Southerly right of way line of NE 47th Court for a distance of 18.00 feet to a point; Thence deflecting to the right at an angle of 90°00'00" to the previously described course; run Southerly for a distance of 20.00 feet to a point; Thence deflecting to the left at an angle of 90°00'00" to the previously described course; run Easterly for a distance of 4.00 feet to the Point of Beginning.

CERTIFICATION:
 KNOW ALL MEN BY THESE PRESENTS That the undersigned who is a Surveyor authorized to practice in the State of Florida hereby certifies that the attached plan and Graphic Description of Land Improvements and Plat Plan together with the Declaration of Condominium of which they are made a part are in sufficient detail to identify the WINSTON HOUSE CONDOMINIUM as described herein and to identify the common elements and each unit and their relative locations and approximate dimensions and the recording material including the wording of the Declaration is a correct representation of the improvements described, and there can be determined therefrom the identification, location, dimensions and size of the common elements and of each unit as represented on the Architectural Plans prepared by JOSEPH PHILLIPS, JR., Architect, Ft. Lauderdale, Florida and referred to as Commission N° 1232.
 IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15th day of September AD 1968.
 Donald W. McIntosh
 Donald W. McIntosh
 Eng. Land Surveyor U° 1015
 State of Florida.

LEGAL DESCRIPTION OF LEASED RECREATION, GUEST PARKING & DOCK AREA - WINSTON HOUSE CONDOMINIUM:
 All of Lots 24, 25 and 26 and Lot 27 less the East 77.5 Feet, Block G of CORAL RIDGE COUNTRY CLUBS ADDITION N° 4 as recorded in Plat Book 53 at Page 29 of the Public Records of Broward County, Florida, LESS that portion known as FEE OWNERSHIP AREA OF WINSTON HOUSE CONDOMINIUM.

WINSTON HOUSE CONDOMINIUM

EXHIBIT "A"
 PAGE 1
 ANNEXED TO AND EXPRESSLY MADE A PART OF
 DECLARATION
 DATED 18th DAY OF SEPT 1968

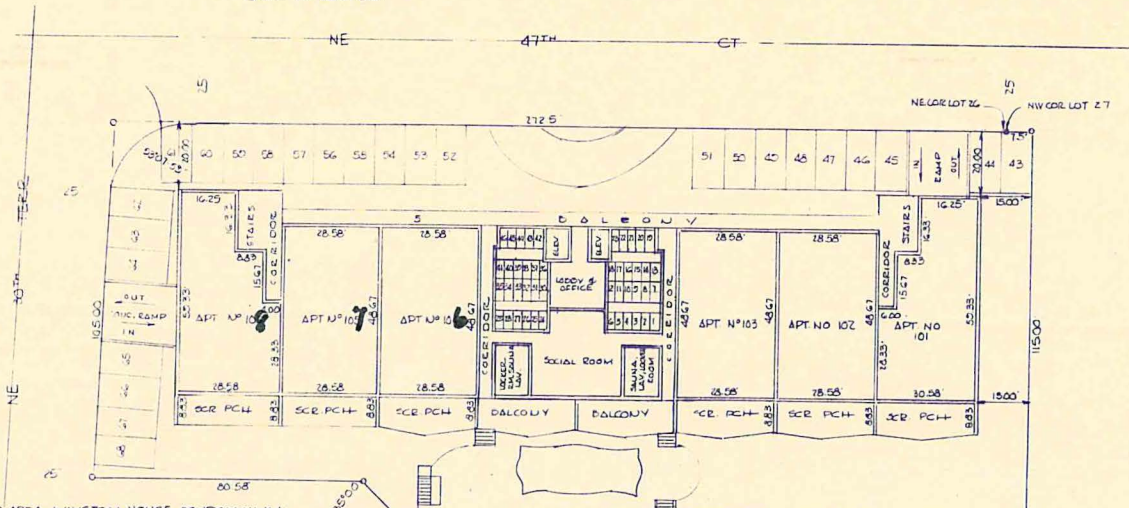
WINSTON HOUSE CONDOMINIUM FT. LAUDERDALE, FLA. PLOT PLAN		Sheet 1 of 8
DONALD W. MCINTOSH ASSOC. INC. 501 NE 81 ST MIAMI SHORES, FLA.		
Drawn 9-17-68 DWM	Scale 1" = 100'	Checked CML

CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS That the undersigned who is a Surveyor authorized to practice in Florida hereby certifies that the attached plan and Graphic Description of Land Improvements and Plat Plan together with the Declaration of Condominium of which they are made a part are in sufficient detail to identify the "WINSTON HOUSE CONDOMINIUM" as described hereon and to identify the common elements and each unit and their relative locations and approximate dimensions and the foregoing material including the wording of the Declaration is correct representation of the improvements described and there can be determined therefrom the identification, location, dimensions and size of the common elements and of each unit, as represented on the Architectural Plans prepared by JOSEPH PHILLIPS, JR. ARCHT. LAUDERDALE, FLA. referred to as Commission N° 1232.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 18th day of September 1968

Donald W. McIntosh
DONALD W. MCINTOSH
REAL ESTATE SURVEYOR
STATE OF FLORIDA

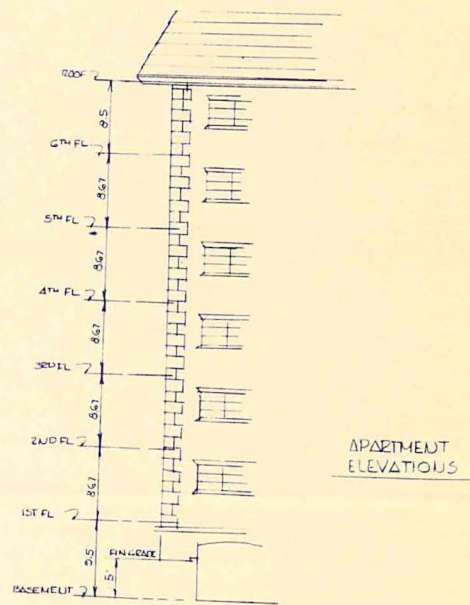
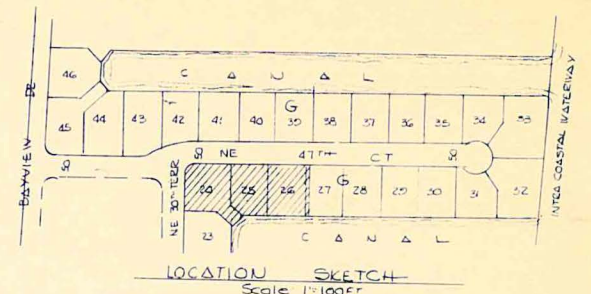


LEGAL DESCRIPTION OF FEE OWNERSHIP AREA - WINSTON HOUSE CONDOMINIUM:
Commence at the Northeast Corner of Lot 26, Blk. G of CORAL RIDGE COUNTRY CLUB ADDITIONAL PLOANS as recorded in Plat Book 53 at Page 29 of the Public Records of Broward County, Florida. Thence run westerly along the North line of said Lot 26 for a distance of 78.00 feet to a point, thence deflecting to the left at an angle of 90°00'00" run southerly for a distance of 70.00 feet to the Point of Beginning of the tract of land hereinafter to be described. Thence continue southerly along the previously described course for a distance of 28.83 feet to a point, thence deflecting to the right at an angle of 90°00'00" to the previously described course, run westerly for a distance of 78.87 feet to a point, thence deflecting to the right at an angle of 90°00'00" to the previously described course, run northerly for a distance of 23.19 feet to a point, thence deflecting to the left at an angle of 93°52'07" to the previously described course, run northerly for a distance of 22.84 feet to a point, said point lying on the Easterly Right-of-Way line of NE 30th Terrace. Thence deflecting to the right at an angle of 90°00'00" to the previously described course, run northerly along the Easterly Right-of-Way line of said NE 30th Terrace for a distance of 8.00 feet to a point, thence deflecting to the right at an angle of 90°00'00" to the previously described course, run Southeast-easterly for a distance of 21.56 feet to a point, thence deflecting to the left at an angle of 93°07'53" to the previously described course, run northerly for a distance of 28.61 feet to a point, thence deflecting to the right at an angle of 90°00'00" to the previously described course, run Easterly for a distance of 31.92 feet to a point, thence deflecting to the right at an angle of 90°00'00" to the previously described course, run southerly for a distance of 21.56 feet to a point, thence deflecting to the left at an angle of 90°00'00" to the previously described course, run Easterly for a distance of 27.83 feet to a point, thence deflecting to the left at an angle of 90°00'00" to the previously described course, run northerly for a distance of 3.33 feet to a point, thence deflecting to the right at an angle of 90°00'00" to the previously described course, run Easterly for a distance of 59.17 feet to a point, thence deflecting to the right at an angle of 90°00'00" to the previously described course, run southerly for a distance of 3.33 feet to a point, thence deflecting to the left at an angle of 90°00'00" to the previously described course, run Easterly for a distance of 57.83 feet to a point, thence deflecting to the right at an angle of 90°00'00" to the previously described course, run northerly for a distance of 6.00 feet to a point, thence deflecting to the right at an angle of 90°00'00" to the previously described course, run Easterly for a distance of 9.92 feet to a point, thence deflecting to the left at an angle of 90°00'00" to the previously described course, run northerly for a distance of 20.00 feet to a point, said point lying on the southerly right-of-way line of NE 47th Court. Thence deflecting to the right at an angle of 90°00'00" to the previously described course, run Easterly along the southerly Right-of-Way line of NE 47th Court for a distance of 18.00 feet to a point, thence deflecting to the right at an angle of 90°00'00" to the previously described course, run southerly for a distance of 70.00 feet to a point, thence deflecting to the left at an angle of 90°00'00" to the previously described course, run Easterly for a distance of 4.00 feet to the Point of Beginning.

LEGAL DESCRIPTION OF LEASED RECREATION, GUEST PARKING & DOCK AREA - WINSTON HOUSE CONDOMINIUM:
All of Lots 24, 25 and 26, and Lot 27 less the East 77.5 feet Block G of CORAL RIDGE COUNTRY CLUB ADDITIONAL PLOANS as recorded in Plat Book 53 at Page 29 of the Public Records of Broward County, Florida, LESS that portion known as FEE OWNERSHIP AREA OF WINSTON HOUSE CONDOMINIUM.

DESCRIPTION OF PRIVATE UNITS
PRIVATE UNITS means and comprises the separate and numbered units excluding however, all spaces and improvements lying beneath the undecorated and/or unfinished surfaces of the perimeter walls and floors, and above the undecorated and/or unfinished inner surfaces of the ceilings of each unit and further excluding therefrom all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or partitions and further excluding all pipes, wires, conduit and other facilities running thru interior walls or partitions for the furnishing of utility services to PRIVATE UNITS and COMMON PROPERTY.

DESCRIPTION OF COMMON PROPERTY
COMMON PROPERTY means and comprises all the real property improvements and facilities of the condominium other than the PRIVATE UNITS and includes casements thru PRIVATE UNITS for conduits, pipes, ducts, plumbing wiring and other facilities for the furnishing of utility service to PRIVATE UNITS and COMMON PROPERTY and casements of support in every portion of a PRIVATE UNIT which contributes to the support of the improvements and further includes all personal property held and maintained for the joint use and enjoyment of all the owners of PRIVATE UNITS.



DESCRIPTION OF LIMITED COMMON PROPERTY:
LIMITED COMMON PROPERTY that portion of the Common Property consisting of the numbered separate and designated parking spaces and storage lockers.

WINSTON HOUSE CONDOMINIUM

EXHIBIT "A"
PAGE 3
ANNEXED TO AND EXPRESSLY MADE A PART OF
DECLARATION
DATED 18 DAY OF SEPT 1968

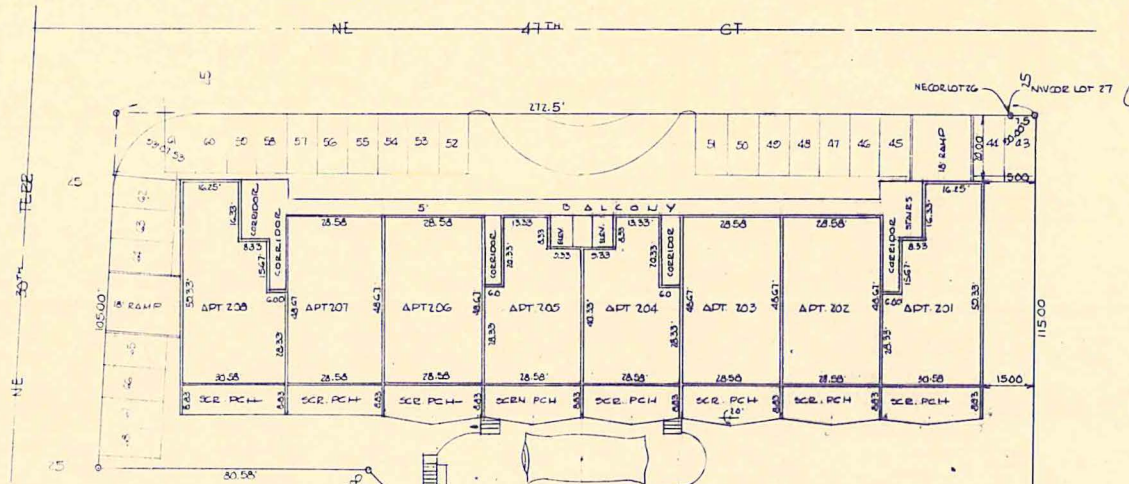
WINSTON HOUSE CONDOMINIUM FT. LAUDERDALE, FLA. 1ST FLOOR PLAN	Sheet 3 of 3
DONALD W. MCINTOSH ASSOC. INC. 581 NE 91ST ST MIAMI SHORES, FLA.	
Date 9-18-68 Ord. 6370	Scale 1"=20'ft COND #104

CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS: That the undersigned who is a Surveyor authorized to practice in Florida hereby certifies that the attached plan and Graphic Description of Land Improvements and Plot Plan together with the Declaration of Condominium of which they are made a part are in sufficient detail to identify the "WINSTON HOUSE CONDOMINIUM" as described hereon and to identify the common elements and each unit and their relative locations and approximate dimensions and the foregoing material including the wording of the Declaration is correct representation of the improvements described and there can be determined therefrom the identification, location, dimensions and size of the common elements and of each unit, as represented on the Architectural Plans prepared by Joseph Phillips, Jr. AEAH R. Lauderdale, Fla & referred to as Commission # 1232

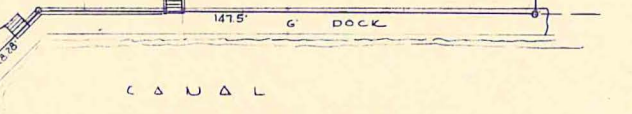
IN WITNESS WHEREOF, I have hereunto set my hand and seal this 18th day of Sept at 1968

Donald W. McIntosh
 DONALD W. MCINTOSH
 REG. LAND SURVEYOR # 1015
 STATE OF FLORIDA



LEGAL DESCRIPTION OF THE OWNERSHIP AREA: WINSTON HOUSE CONDOMINIUM commencing at the Northwest corner of Lot 24, Block 6 of CORAL RIDGE COUNTRY CLUB ACQUISITION FOUR as recorded in Plat Book 53 of Public Records of Broward County, Florida, thence running westerly along the North line of said Lot 24 for a distance of 75.0 feet to a point, thence deflecting to the left at an angle of 90.00 degrees for a distance of 200.0 feet to the point of beginning of the tract of land to be described, thence running southerly along the previously described course for a distance of 6.82 feet to a point, thence deflecting to the right at an angle of 20.00 degrees to the previously described course running westerly for a distance of 28.61 feet to a point, thence deflecting to the right at an angle of 90.00 degrees to the previously described course running westerly for a distance of 23.10 feet to a point, thence deflecting to the left at an angle of 92.00 degrees to the previously described course running westerly for a distance of 22.54 feet to a point, said point lying on the Eastern Right of Way line of NE 30th Terrace, thence deflecting to the right at an angle of 90.00 degrees to the previously described course running westerly along the Eastern Right of Way line of said NE 30th Terrace for a distance of 18.00 feet to a point, thence deflecting to the right at an angle of 20.00 degrees to the previously described course running westerly for a distance of 21.56 feet to a point, thence deflecting to the left at an angle of 88.87 degrees to the previously described course running westerly for a distance of 26.16 feet to a point, thence deflecting to the right at an angle of 90.00 degrees to the previously described course running westerly for a distance of 31.22 feet to a point, thence deflecting to the right at an angle of 90.00 degrees to the previously described course running southerly for a distance of 4.00 feet to a point, thence deflecting to the left at an angle of 90.00 degrees to the previously described course running easterly for a distance of 57.83 feet to a point, thence deflecting to the left at an angle of 90.00 degrees to the previously described course running westerly for a distance of 3.22 feet to a point, thence deflecting to the right at an angle of 90.00 degrees to the previously described course running easterly for a distance of 6.81 feet to a point, thence deflecting to the left at an angle of 90.00 degrees to the previously described course running southerly for a distance of 3.32 feet to a point, thence deflecting to the left at an angle of 90.00 degrees to the previously described course running easterly for a distance of 57.83 feet to a point, thence deflecting to the left at an angle of 90.00 degrees to the previously described course running westerly for a distance of 3.22 feet to a point, thence deflecting to the right at an angle of 90.00 degrees to the previously described course running easterly for a distance of 6.81 feet to a point, thence deflecting to the left at an angle of 90.00 degrees to the previously described course running southerly for a distance of 3.32 feet to a point, thence deflecting to the left at an angle of 90.00 degrees to the previously described course running easterly for a distance of 57.83 feet to a point, thence deflecting to the right at an angle of 90.00 degrees to the previously described course running westerly for a distance of 3.22 feet to a point, thence deflecting to the right at an angle of 90.00 degrees to the previously described course running southerly for a distance of 3.32 feet to a point, thence deflecting to the left at an angle of 90.00 degrees to the previously described course running easterly for a distance of 57.83 feet to the point of beginning.

LEGAL DESCRIPTION OF THE RESERVED RESTRICTION, OFF-LOT PARKING & DOCK AREA WINSTON HOUSE CONDOMINIUM: Commencing at the Northwest corner of Lot 24, Block 6 of CORAL RIDGE COUNTRY CLUB ACQUISITION FOUR as recorded in Plat Book 53 of Public Records of Broward County, Florida, thence running southerly along the North line of said Lot 24 for a distance of 75.0 feet to a point, thence deflecting to the left at an angle of 90.00 degrees for a distance of 200.0 feet to the point of beginning of the tract of land to be described, thence running southerly along the previously described course for a distance of 6.82 feet to a point, thence deflecting to the right at an angle of 20.00 degrees to the previously described course running westerly for a distance of 28.61 feet to a point, thence deflecting to the right at an angle of 90.00 degrees to the previously described course running westerly for a distance of 23.10 feet to a point, thence deflecting to the left at an angle of 92.00 degrees to the previously described course running westerly for a distance of 22.54 feet to a point, said point lying on the Eastern Right of Way line of NE 30th Terrace, thence deflecting to the right at an angle of 90.00 degrees to the previously described course running westerly along the Eastern Right of Way line of said NE 30th Terrace for a distance of 18.00 feet to a point, thence deflecting to the right at an angle of 20.00 degrees to the previously described course running westerly for a distance of 21.56 feet to a point, thence deflecting to the left at an angle of 88.87 degrees to the previously described course running westerly for a distance of 26.16 feet to a point, thence deflecting to the right at an angle of 90.00 degrees to the previously described course running westerly for a distance of 31.22 feet to a point, thence deflecting to the right at an angle of 90.00 degrees to the previously described course running southerly for a distance of 4.00 feet to a point, thence deflecting to the left at an angle of 90.00 degrees to the previously described course running easterly for a distance of 57.83 feet to a point, thence deflecting to the left at an angle of 90.00 degrees to the previously described course running westerly for a distance of 3.22 feet to a point, thence deflecting to the right at an angle of 90.00 degrees to the previously described course running easterly for a distance of 6.81 feet to a point, thence deflecting to the left at an angle of 90.00 degrees to the previously described course running southerly for a distance of 3.32 feet to a point, thence deflecting to the left at an angle of 90.00 degrees to the previously described course running easterly for a distance of 57.83 feet to a point, thence deflecting to the right at an angle of 90.00 degrees to the previously described course running westerly for a distance of 3.22 feet to a point, thence deflecting to the right at an angle of 90.00 degrees to the previously described course running southerly for a distance of 3.32 feet to a point, thence deflecting to the left at an angle of 90.00 degrees to the previously described course running easterly for a distance of 57.83 feet to the point of beginning.

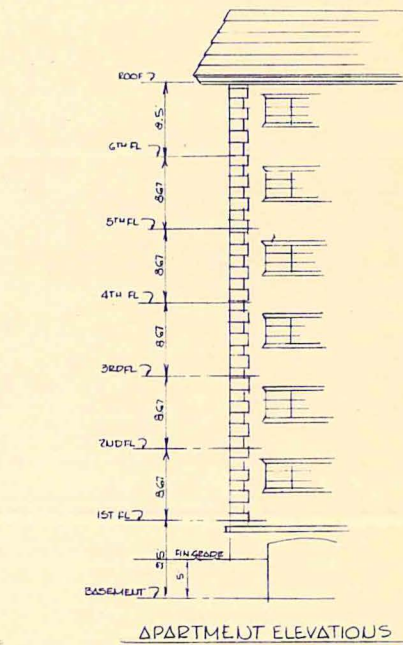
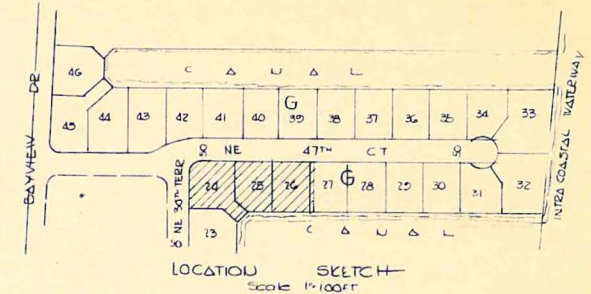


DESCRIPTION OF PRIVATE UNITS.
 PRIVATE UNITS means and comprises the separate and numbered units, excluding however, all spaces and improvements lying beneath the undecorated and/or inner surfaces of the perimeter walls and floors, and above the undecorated and/or unfinished inner surfaces of the ceilings of each unit and further excluding therefrom all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or partitions and further excluding all pipes, wires, conduit and other facilities running thru interior walls or partitions for the furnishing of utility services to PRIVATE UNITS AND COMMON PROPERTY.

DESCRIPTION OF COMMON PROPERTY.
 COMMON PROPERTY means and comprises all the real property improvements and facilities of the condominium other than the PRIVATE UNITS and includes casements thru PRIVATE UNITS for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility service to PRIVATE UNITS AND COMMON PROPERTY and casements of support in every portion of a PRIVATE UNIT which contributes to the support of the improvements and further includes all personal property held and maintained for the joint use and enjoyment of all the owners of PRIVATE UNITS.

WINSTON HOUSE CONDOMINIUM

EXHIBIT "A"
 PAGE 4
 ANNEXED TO AND EXPRESSLY MADE A PART OF
 DECLARATION
 DATED 18th DAY OF SEPT 1968



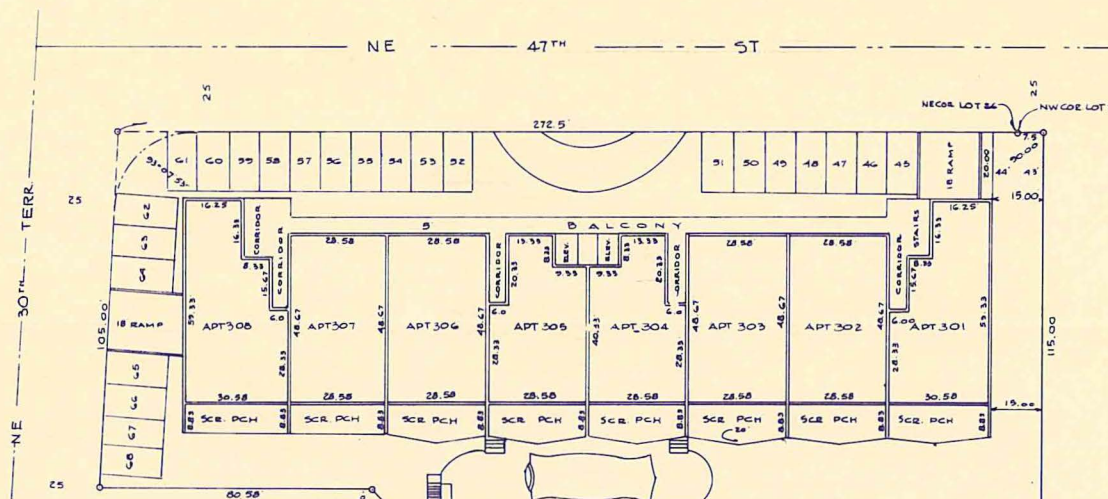
DESCRIPTION OF LIMITED COMMON PROPERTY:
 LIMITED COMMON PROPERTY that portion of the COMMON PROPERTY of the numbered separate and designated parking spaces and storage lockers.

WINSTON HOUSE CONDOMINIUM		Sheet
FT LAUDERDALE, FLA		4
2ND FLOOR PLAN		of 8
DONALD W. MCINTOSH ASSOC. INC.		
MIAMI SHORES, FLA		
Date	Scale	COUP # 104
7-18-68	1"=20'	
PLUD-6-170		

CERTIFICATION
 KNOW ALL MEN BY THESE PRESENTS That the undersigned who is a Surveyor authorized to practice in Florida hereby certifies that the attached plan and Graphic Description of Land Improvements and Plot Plan together with the Declaration of Condominium of which they are made a part are in sufficient detail to identify the WINSTON HOUSE CONDOMINIUM as described herein and to identify the common elements and each unit and their relative locations and approximate dimensions, and the foregoing material including the wording of the Declaration is a correct representation of the improvements described and there can be determined therefrom the identification, location, dimensions and size of the Common Elements and of each Unit as represented on the Architectural Plans prepared by JOSEPH PHILLIPS JR., Architect, Ft. Lauderdale, Florida and referred to as Commission No. 1732.

IN WITNESS WHEREOF: I have hereunto set my hand and seal this 15th day of September 1968.

Donald W. McIntosh
 DONALD W. MCINTOSH
 Reg. Land Surveyor No. 1015
 State of Florida



LEGAL DESCRIPTION OF FEE OWNERSHIP AREA - WINSTON HOUSE CONDOMINIUM. Commence at the Northeast Corner of Lot 26 Block G of CORAL RIDGE COUNTY CLUB ADDITION, No. FOUR (as recorded in Plat Book 53 at Page 29 of the Public Records of Broward County, Florida). Thence run Westerly along the North line of said Lot 26 for a distance of 150 feet to a point. Thence deflecting to the left at an angle of 90°00'00" run Southerly for a distance of 20.00 feet to the Point of Beginning of the Tract of Land herein after to be described. Thence continue Southerly along the previously described course for a distance of 60.83 feet to a point. Thence deflecting to the right at an angle of 90°00'00" to the previously described course, run Westerly for a distance of 238.67 feet to a point. Thence deflecting to the right at an angle of 90°00'00" to the previously described course, run Northerly for a distance of 23.19 feet to a point. Thence deflecting to the left at an angle of 88°58'01" to the previously described course, run Northwesterly for a distance of 22.58 feet to a point, said point lying on the Easterly Right-of-Way line of NE 30th Terrace. Thence deflecting to the right at an angle of 90°00'00" to the previously described course, run North easterly along the Easterly Right-of-Way of said NE 30th Terrace for a distance of 18.00 feet to a point. Thence deflecting to the right at an angle of 90°00'00" to the previously described course, run Southerly for a distance of 21.56 feet. Thence deflecting to the left at an angle of 23°01'53" to the previously described course, run Northerly for a distance of 23.61 feet to a point. Thence deflecting to the right at an angle of 90°00'00" to the previously described course, run Easterly for a distance of 31.92 feet to a point. Thence deflecting to the right at an angle of 90°00'00" to the previously described course, run Southerly for a distance of 6.00 feet to a point. Thence deflecting to the left at an angle of 90°00'00" to the previously described course, run Easterly for a distance of 51.83 feet to a point. Thence deflecting to the left at an angle of 90°00'00" to the previously described course, run Southerly for a distance of 3.33 feet to a point. Thence deflecting to the right at an angle of 90°00'00" to the previously described course, run Easterly for a distance of 51.83 feet to a point. Thence deflecting to the right at an angle of 90°00'00" to the previously described course, run Southerly for a distance of 3.33 feet to a point. Thence deflecting to the left at an angle of 90°00'00" to the previously described course, run Easterly for a distance of 51.83 feet to a point. Thence deflecting to the left at an angle of 90°00'00" to the previously described course, run Northerly for a distance of 6.00 feet to a point. Thence deflecting to the right at an angle of 90°00'00" to the previously described course, run Easterly for a distance of 9.92 feet to a point. Thence deflecting to the left at an angle of 90°00'00" to the previously described course, run Northerly for a distance of 20.00 feet to a point, said point lying on the Southerly Right-of-Way line of NE 47th Court. Thence deflecting to the right at an angle of 90°00'00" to the previously described course, run Easterly along the Southerly Right-of-Way line of NE 47th Court for a distance of 18.00 feet to a point. Thence deflecting to the right at an angle of 90°00'00" to the previously described course, run Southerly for a distance of 20.00 feet to a point. Thence deflecting to the left at an angle of 90°00'00" to the previously described course, run Easterly for a distance of 4.00 feet to the Point of Beginning.

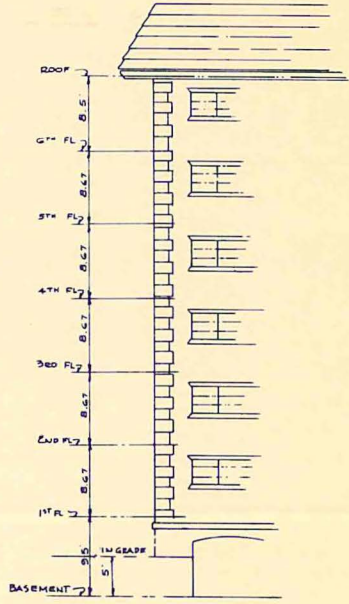
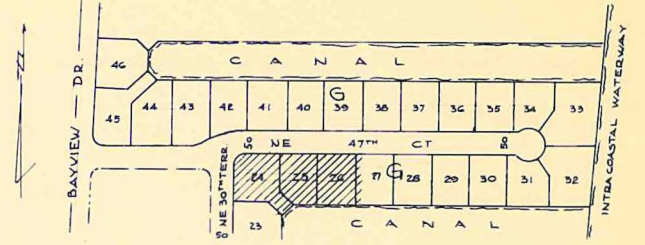
LEGAL DESCRIPTION OF LEASED RECREATION, GUEST PARKING & DOCK AREA - WINSTON HOUSE CONDOMINIUM. All of Lots 24, 25 and 26 and Lot 27 less the East 77.5 feet; Block G of CORAL RIDGE COUNTY CLUB ADDITION, No. FOUR as recorded in Plat Book 53 at Page 29 of the Public Records of Broward County, Florida, LESS that portion known as "FEE OWNERSHIP AREA OF WINSTON HOUSE CONDOMINIUM."

DESCRIPTION OF PRIVATE UNITS.
 PRIVATE UNITS means and comprises the separate and numbered units excluding, however, all spaces and improvements lying beneath the undecorated and/or inner spaces of the perimeter walls and floors and above the undecorated and/or unfinished inner surfaces of the ceilings of each unit, and further excluding therefrom all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or partitions and further excluding all pipes, wires, conduit and other facilities running thru interior walls or partitions for the furnishing of utility services to PRIVATE UNITS and COMMON PROPERTY.

DESCRIPTION OF COMMON PROPERTY.
 COMMON PROPERTY means and comprises all the real property improvements and facilities of the condominium other than the PRIVATE UNITS and includes easements, wiring and other facilities for the furnishing of utility service to PRIVATE UNITS and COMMON PROPERTY and easements of support in every portion of PRIVATE UNIT which contributes to the support of the improvements and further includes all personal property held and maintained for the joint use and enjoyment of all the owners of PRIVATE UNITS.

WINSTON HOUSE CONDOMINIUM

EXHIBIT "A"
 PAGE 5
 ANNEXED TO AND EXPRESSLY MADE A PART OF -
 DECLARATION IN
 DATED 18th DAY OF SEPT. 1968



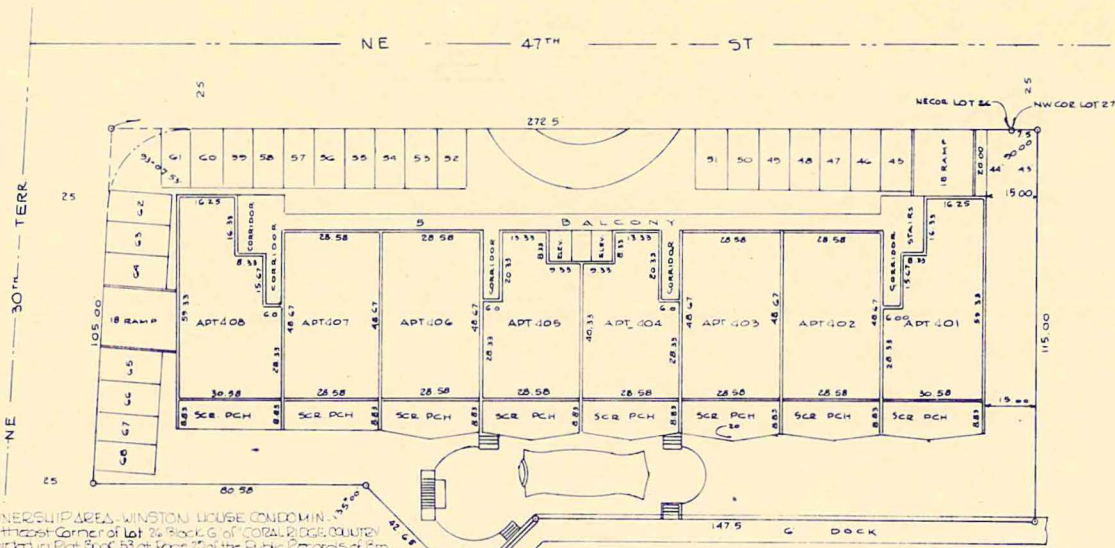
DESCRIPTION OF LIMITED COMMON PROPERTY.
 LIMITED COMMON PROPERTY means that portion of the COMMON PROPERTY consisting of the numbered separate and designated parking spaces and storage lockers.

WINSTON HOUSE CONDOMINIUM FT. LAUDERDALE, FLA. 3RD FLOOR PLAN	Sheet 5 of 8
DONALD W. MCINTOSH ASSOC. INC. 581 NE 51st ST MIAMI SHORES, FLA.	
Date: 9-18-68 Revised: 9-17-68	Scale: 1" = 40 FT COUNT: 104

CERTIFICATION
 I, the undersigned who is a Surveyor authorized to practice in Florida hereby certifies that the attached plan and Graphic Description of Land in this Declaration and Plat filed together with the Declaration of Condominium of which they are made a part are in sufficient detail to identify the WINSTON HOUSE CONDOMINIUM as described therein and to identify the common elements and each unit and their relative locations and approximate dimensions, and the foregoing material including the wording of the Declaration is a correct representation of the improvements described and there can be determined therefrom the identification, location, dimensions and basis of the Common Elements and of each Unit as represented on the Architectural Plans prepared by JOSHUA WILLIAMS JR., Architect, Ft. Lauderdale, Florida, and recorded as Commission No. 1032.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 3rd day of September, A.D. 1968.

Donald W. Minton
 DONALD W. MINTON
 City and County Surveyor
 State of Florida



LEGAL DESCRIPTION OF FEE OWNERSHIP AREA, WINSTON HOUSE CONDOMINIUM. Commencing at the Northeast Corner of Lot 26 Block G of CORAL RIDGE COUNTRY CLUB ADDITION, N^o FOUR as recorded in Plat Book 53 of Page 29 of the Public Records of Broward County Florida, Thence run West along the North line of said Lot 26 for a distance of 177.5 feet to a point, Thence deflecting to the left at an angle of 90°00'00" run South for a distance of 20.00 feet to the Point of Beginning of the Tract of Land hereinafter to be described. Thence continue South along the previously described course for a distance of 28.50 feet to a point, Thence deflecting to the right at an angle of 90°00'00" to the previously described course run West for a distance of 258.00 feet to a point, Thence deflecting to the right at an angle of 90°00'00" to the previously described course, run North for a distance of 231.00 feet to a point, Thence deflecting to the left at an angle of 92°01'58" to the previously described course, run Northwesterly for a distance of 29.50 feet to a point, said point lying on the Eastern Right-of-Way line of NE 30th Terrace, Thence deflecting to the right at an angle of 90°00'00" to the previously described course, run Northwesterly along the Eastern Right-of-Way of said NE 30th Terrace for a distance of 18.00 feet to a point, Thence deflecting to the right at an angle of 90°00'00" to the previously described course, run Southeasterly for a distance of 21.56 feet, Thence deflecting to the left at an angle of 93°01'58" to the previously described course, run Northwesterly for a distance of 28.50 feet to a point, Thence deflecting to the right at an angle of 90°00'00" to the previously described course, run West for a distance of 31.92 feet to a point, Thence deflecting to the right at an angle of 90°00'00" to the previously described course, run Southerly for a distance of 4.00 feet to a point, Thence deflecting to the left at an angle of 90°00'00" to the previously described course, run Easterly for a distance of 51.83 feet to a point, Thence deflecting to the right at an angle of 90°00'00" to the previously described course, run Northwesterly for a distance of 2.30 feet to a point, Thence deflecting to the right at an angle of 90°00'00" to the previously described course, run Easterly for a distance of 2.82 feet to a point, Thence deflecting to the left at an angle of 90°00'00" to the previously described course, run Northwesterly for a distance of 20.00 feet to a point, said point lying on the Southern Right-of-Way line of NE 47th Court, Thence deflecting to the right at an angle of 90°00'00" to the previously described course, run Easterly along the Southern Right-of-Way line of NE 47th Court for a distance of 18.00 feet to a point, Thence deflecting to the right at an angle of 90°00'00" to the previously described course, run Southerly for a distance of 20.00 feet to a point, Thence deflecting to the left at an angle of 90°00'00" to the previously described course, run Easterly for a distance of 4.00 feet to the Point of Beginning.

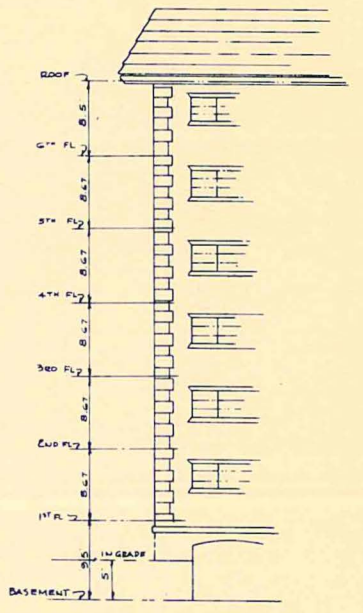
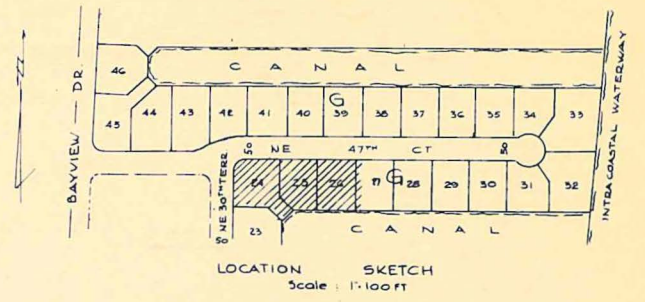
LEGAL DESCRIPTION OF LEASED RECREATION, GUEST PARKING & DOCK AREA - WINSTON HOUSE CONDOMINIUM. All of Lots 24, 25 and 26 and Lot 27 less the East 17.5 feet, Block G of CORAL RIDGE COUNTRY CLUB ADDITION, N^o FOUR as recorded in Plat Book 53 of Page 29 of the Public Records of Broward County Florida, LESS that portion known as FEE OWNERSHIP AREA OF WINSTON HOUSE CONDOMINIUM.

DESCRIPTION OF PRIVATE UNITS.
 PRIVATE UNITS means and comprises the separate and numbered units, exclusive of the improvements, services and improvements thereto, including trim, paint, tile, dry layout, and other finishes of the perimeter walls and floors, and above the undeposited and/or unfinished interior surfaces of the ceilings of each unit, and further including the interior of all spaces and improvements lying beneath the undeposited and/or unfinished interior surfaces of all interior bearing walls and/or partitions, and further including all pipes, wires, conduits and other facilities running thru interior walls or partitions for the furnishing of utility services to PRIVATE UNITS and COMMON PROPERTY.

DESCRIPTION OF COMMON PROPERTY.
 COMMON PROPERTY means and comprises all the real property, improvements and facilities of the condominium other than the PRIVATE UNITS and includes easements, thru PRIVATE UNITS, for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility service to PRIVATE UNITS and COMMON PROPERTY and easements of support in every portion of a PRIVATE UNIT which contributes to the support of the improvements and further includes all personal property held and maintained for the joint use and enjoyment of all the owners of PRIVATE UNITS.

WINSTON HOUSE CONDOMINIUM

EXHIBIT "A"
 PAGE 6
 ANNEXED TO AND EXPRESSLY MADE A PART OF—
 DECLARATION
 DATED 18th DAY OF SEPT 1968



DESCRIPTION OF LIMITED COMMON PROPERTY.
 LIMITED COMMON PROPERTY means that portion of the COMMON PROPERTY consisting of the numbered separate and designated parking spaces and storage lockers.

WINSTON HOUSE CONDOMINIUM FT LAUDERDALE, FLA 1 st FLOOR PLAN	Sheet G of 8
DONALD W. MINTON ASSOC. INC. 581 NE 101 st ST MIAMI, FLORIDA 33136	
Date: 9/3/68 Rev: 6/1/70	Scale: 1" = 40 FT G00104

HOUSE RULES AND REGULATIONS

People do not like restrictions, but some simple rules of conduct must be formulated for true, carefree living and safety of all.

RADIO/TV NOISE. Be considerate, especially during late and early hours. Keep noise to a minimum; some members may be sleeping. Late goodnights should be said quietly.

CLEANING. Do not shake rugs, dust cloths and dustmops outside of apartments. No clothing or mats should be hung over railing or be exposed in the outside area.

POOL AREA & YARD. "Official Pool Hours" are from 9 A.M. to 8 P.M. Any person using pool prior to 9 A.M. may not make noises that would disturb members who might be trying to sleep.

- A. State Laws require all bathers to shower before entering pool.
- B. Bathing caps. Ladies should wear bathing caps. Remove all hairpins.
- C. Oils-Lotions. Please remove oils and lotions before entering pool.
- D. No bathing suits to be hung on railings to dry.
- E. Only members, guests and approved tenants are permitted use of pool. Children under 12 years of age must be accompanied by an adult.
- F. Running, jumping and behavior contrary to safety standards are prohibited. This includes entire area along waterway.
- G. Glass. Glass containers of any description are prohibited in the pool area and yard. Only non-breakable plastic containers may be used.

RUBBISH WASTE

- a. Exceptional care should be exercised in the use of garbage disposal unit. No tea bags, foil, coffee grounds, strings, papers or extremely greasy "left overs" should be placed in the disposal. All other waste should be wrapped or placed in paper bags before depositing in trash chute.
- b. Do not use the toilet as a receptacle for emptying ash trays, cleaning from brushes and combs, paper wrappings, kleenex, etc.

RECREATION ROOM. Any apartment owner wishing to use the recreation room for a party or meeting must make reservations with the President or Manager in advance. The room must be left in a clean and orderly condition. The costs of cleaning the recreation room will be assessed against and paid by the apartment owner who fails to leave the room in a clean and orderly condition. The central air conditioning must be used with discretion and shut off when not needed.

ELEVATOR-OPERATION. Do not push more than one button at a time; the pushing of two buttons simultaneously may result in putting the elevator out of commission. There is an emergency alarm button in the elevator. If the need arises, keep sounding the alarm button and be patient, as the power may be off temporarily. There is an emergency key to the elevator in a glass-front box in the lobby. It is necessary to remove the key which will open the elevator doors.

Children under 12 years of age are not allowed to operate the elevator without an adult with them. In no event are children allowed to play in the elevator or ride up and down unnecessarily. (This is the responsibility of parents or adults with whom children are visiting). No dripping bathing suits on elevators.

BOAT OWNERS. No "on board" living or sleeping is permitted.

City of Fort Lauderdale Code - BOATS, DOCKS AND WATERWAYS, Section 11-53--Using boats docked in deadend canals, etc., for human habitation:

No vessel or watercraft of any kind whatsoever moored or docked in any deadend canal or waterway, or portion of any deadend canal or waterway shall be used for human habitation within the corporate limits of the City. This regulation shall prohibit sleeping, eating or cooking on such watercraft so situated.

Dock space is available to apartment owners only on a first come, first served basis. Requests for space will be honored only if the applicant is the owner of a boat or is then currently purchasing a boat which is planned to be berthed at such dock space. Payment for the use of such dock space is the following:

- a. For boats having an overall centerline length of less than 25 feet - \$.20 per foot per month of the actual amount of dock space assigned for dockage of the boat.
- b. For boats having an overall centerline length of 25 feet or more - \$.50 per foot per month of the actual amount of dock space assigned for dockage of the boat.

Payment is due in advance on the first day of each month. The dock space and boat shall be kept in a clean, neat and uncluttered condition. The failure to pay promptly on the first of the month, or to keep the space and boat clean and uncluttered shall result in the loss of space to the offending user. Use of Dock space may be withdrawn at any time if the Directors of the Association determine in their sole discretion that such action is in the best interest of apartment owners.

GUEST/LESSEES. For protection of all apartment owners, it is essential for an apartment owner who plans to be absent from the premises to notify the President or Manager of the Association at least five (5) days in advance whenever he expects guests or lessees to occupy his apartment. This notification should include names of the incoming occupants, the approximate date of arrival and length of stay. A copy of the rules and regulations should be made available to them.

A little attention to these simple regulations and application of the Golden Rule will enhance the enjoyment of Florida living for all.

HURRICANE SHUTTERS. Only approved type may be used. These must be attached to the main building and may be installed at the beginning of the hurricane season but MUST be removed at the end of the hurricane season.

CHILDREN. No children under 12 years of age shall be permitted to permanently occupy any apartment. Children under 12 years of age shall be permitted to occupy the apartments as visitors for brief periods of time (not to exceed a total of thirty (30) days during any calendar year), and then only when the owner of such apartment or apartments are physically present to supervise the activities of such visiting children.

PETS. No pets are permitted.

PORCH SHADES. Must be of aluminum roll-type construction and colored white.

PORCH ENCLOSURES. Porches may be enclosed, but no installations may be made until the plans for such enclosure, showing the design and materials to be used and the manner in which such installation is to be made, is first submitted to and approved by the Developer. It is the purpose of this regulation to provide for uniformity of quality, appearance and the method and manner of installation for all of such porch enclosures. After Developer has sold all but four (4) of the apartment units, or after December 1, 1970 (whichever is earlier), the plans for such porch enclosure must be submitted and approved by the Board of Directors of the Managing Association.

PARKING. All rules and regulations as shall hereafter be promulgated by the Developer or the Managing Association shall be uniform and apply equally to all apartment owners.

WINSTON HOUSE - Maintenance & Land Lease Breakdown

<u>MODEL</u>	<u>SIZE</u>	<u>PERCENT</u>	<u>SQ. FT.</u>	<u>MAINTENANCE</u>	<u>LAND LEASE</u>	<u>TOTAL</u>	
"A" - 12 Apts.	2/2	2.395	1950	43.11	53.89	97.00	Monthly
"B" - 24 Apts.	2/2	2.19	1800	39.42	49.28	88.70	Monthly
"C" - 10 Apts.	2/2	1.87	1600	33.66	42.07	75.73	Monthly
TOTALS - All Apartments			Monthly	1,800.00	2,250.10	4,050.10	
			Yearly	21,600.00	27,001.20	48,601.20	

MONTHLY MAINTENANCE BREAKDOWN

Management Service	\$6,240.00
Insurance	2,732.00
Pool	540.00
Water	3,640.00
Lawn	720.00
Elevator	1,260.00
Electric	3,000.00
Muzak	1,020.00
Exterminating	648.00
Contingencies	1,800.00
TOTAL	<u>\$21,600.00</u>

THE BUYER UNDERSTANDS AND AGREES THAT THE FOREGOING MAINTENANCE CHARGES ARE ESTIMATED AND NOT GUARANTEED.

ESTIMATED REAL ESTATE TAXES - APPROXIMATELY 2% OF THE PURCHASE PRICE EXCLUDING EXTRAS

NEW RULES & REGULATIONS

25. (Change & addition). The deposit for work done in an individual unit will be \$500.00. The deposit will be refunded after work is complete and it has been determined that no damage has been done to the building.

1.a Owners wishing to sell their unit, either by realtor or by owner, will have expanded hours of showing: Monday – Friday 9:00 a.m. until 7:00 p.m. and 12:00 p.m. until 5:00 p.m. Saturday and Sunday.

1.b Application forms will be required for all adult buyers whose name shall be listed on the deed. A financial and criminal background check will also apply at a cost of \$100.00 per person as stated in the original Rules and Regulations.

5. a. (addition) All construction/renovation work must be done inside the unit. Any work, such as cutting of tile/flooring, assembly of cabinets, etc. is prohibited from the common areas.

5.b. All deliveries and workers with heavy equipment are to park on the west side of the building and use the west elevator entrance into the building. Owners are responsible for informing the maintenance person or a board member if the gate needs to be opened and the garage padded.

31. Unlicensed cars may not be stored on the property.

Effective 4/08

Rule #15, sub-rule J

No owner is permitted to make any alterations, or place anything in the dock area without the written approval of the Board of Directors, acting on a written request by the owner. This would include, but not be limited to, additional electrical outlets or floating docks. Should such alteration be made without prior Board approval, the owner will be given 10 days from notification to remove such alteration. If this is not voluntarily completed, the Association will remove the alteration at the owner's expense.

Rule #15, sub-rule k

No dock boxes larger than 40"W x 19"D x 20"H (one per boat) are permitted in the dock area. All boxes shall be white with no exterior markings. No dock box shall be bolted to the dock. It is the responsibility of all boat owners to remove the dock boxes from the dock under hurricane warning. No new additional written request is required for any dock box as mentioned above.

Amend

15b An owner may request to reserve docking space for a period not to exceed 90 days from the effective day of the application. On the effective date of the application the owner will submit payment for the size of the vessel identified on the application.

Amend

15k Only approved dock boxes will be permitted in the dock area. Approved dock boxes will be commercially manufactured and be 40"w x 19"d x20"h by the manufacturer's description. All boxes will be made of white fiberglass material with no exterior markings. No dock box shall be bolted or otherwise affixed to the dock. Dock boxes will be removed from the dock under hurricane warning. Any dock box not meeting the above description must have written approval from the Board prior to its being placed on the dock.

New

15l A boat owner has (90 days) from the date of disposal of a vessel to replace the vessel or forfeit the dock space. Once the (90 days) has expired, if dock space is still desired, the owner will be placed on the waiting list. If no one else is on the list at that time, the owner will have the opportunity to retain dockage while continuing to pay the dockage fee, until the vessel is either replaced or someone else goes on the waiting list. The new applicant would then have an opportunity for a vacant dock spot. The new applicant's vessel must be approved by the Board prior to being assigned a dock spot. At that time, the previous owner can continue to be placed on the waiting list until another spot becomes available.

applicant would then have an opportunity for a vacant dock spot. The new applicant's vessel must be approved by the Board prior to being assigned a dock spot. At that time, the previous owner can continue to be placed on the waiting list until another spot becomes available.

Leasing of Dock Space

The leasing of dock space will follow the general guidelines of "first come, first served" as outlined below.

The Association will maintain a waiting list for the future availability of leased dock space with the order of seniority to be determined chronologically by the date that the prospective lessee submits his or her request in writing to the Board. However, there is no guarantee that when dock space does become free and available for lease that the amount of dock space for lease will be adequate to accommodate the requirements of the individual holding the senior position on the waiting list.

In the case of inadequate dock space becoming available and in order to efficiently accommodate as many boat owners as possible, the Association will contact the individuals on the wait list, by order of seniority, moving down the list until an owner is identified that is able to use the amount of available dock space that has been freed up. After the newly available dock space has been leased, the pre-existing order of seniority of the ensuing wait list will remain unchanged for the allocation of future dock space that may become available.

In the event that a current dock space lessee desires to replace his or her existing boat, the lessee will be allowed to have his or her allocated space remain unoccupied for a maximum period of 60 days during the boat replacement transition period. During this transition period the lessee will continue to be responsible for dock space leasing fees. The lessee may petition the Board for a single 30 day extension to this transition period with the Board having the sole right to determine the merits of the lessee's extension request and accept or decline the lessee's petition for extension as the Board sees fit in its sole discretion. When replacing an existing boat, the boat owner only has the right to reoccupy a maximum amount of dock space as was previously leased to such boat owner. However, if the boat owner requests additional dock space for the replacement boat, the Board in its sole discretion may grant the lessee additional dock space.

In the event of a catastrophic total loss of an owner's boat, the owner will have 120 days to replace the boat under the governing rules established in the previous paragraph concerning the amount of dock space that the owner has the right to reoccupy and the obligation of the boat owner to continue paying lease fees during the transition period.

No sub-leasing of dock space

Dock space lessees must maintain their boats in good, presentable, seaworthy condition.

No major repairs are allowed. ^{on property} Only minor, routine, maintenance as determined by the Board-
The dock space shall not be used as a marina or boat yard for repair purposes.

RULES & REGULATIONS

Winston House
3050 NE 47 Ct.
Ft. Lauderdale, FL 33308

Effective January 1, 2008

1. **PROSPECTIVE PURCHASERS** must be approved by the Board. Owners should see that prospective purchasers are furnished with a copy of the Rules & Regulations. Prospective purchasers must fill out an Application Form provided for the purpose. A personal interview will be arranged.
2. **CAR WASHING**- Car washing is permitted only in the designated area at the front east end of the building. It is against the law to discharge automotive fluids into any storm water drains.
3. **PETS**- No four-legged pets (such as cats, dogs, etc.) are permitted. *ADA*
4. **NOISE**- Be considerate. Keep noise to a minimum- especially during late and early hours when people are sleeping. Radios, televisions and musical instruments must not be played at a level to disturb neighbors. Picture hanging, hammering and other noisy tasks, necessary at times, should be done only after 9:00 a.m.
5. **REPAIRS AND DELIVERIES**- Repairs within units are the responsibility of the owner. Except for critical emergency situations, the Maintenance Supervisor will not be available for assistance during regular working hours. The hours for workers in individual units, as well as regular maintenance of the building which involves noisy activities (such as landscaping), are 9:00 a.m. to 5:00 p.m. However, the Board shall be authorized to modify those hours for any work activity, the timely completion of which impacts all owners. These activities include, but are not limited to, general maintenance, elevator repair, roofing, and exterior painting.

When you expect a delivery, service people, contractors or other workers, you must be available to assist them in entering the garage area and in the use of the service elevator. Notify the Maintenance Supervisor in advance so that the wall pads and wood floor can be placed in the elevator. Should your people work past 4:00 p.m., it is your responsibility to remove the wall pads and wood floor and store them properly in the telephone room. Access to the telephone room can be obtained from the Maintenance Supervisor or any Board member. You should be present, as you are responsible for your workers and any damage they may cause. Check with your contractors before installation to determine if a permit is required by the city or county. Evidence of liability insurance should be sent to the Association by the contractor.

h. Children in diapers, or not toilet trained, are not permitted in pool for health reasons. No diapers of any definition, shape, form or fashion are allowed in the pool.

i. Wear cover-ups (to and from the pool) and leave the elevator floor dry.

j. Shuffleboard equipment is kept in the men's room of the recreation room.

11. **RECREATION ROOM**- Owners wishing to use the recreation room for a party or meeting must make reservations in advance by posting it on the calendar in the room. The room must be left in a clean and orderly condition. Costs of cleaning the room will be assessed against, and paid by, the owners who fail to leave the room in a clean and orderly condition. The central air conditioning must be used with discretion and returned to the designated temperature when no longer needed. Each owner has a key and is responsible for locking all doors when s/he leaves.

12. **GARAGE/PARKING**- Keep your car locked at all times when in the garage or in the outside parking spaces. Use the proper entrance (IN) and exit (OUT) always. Note that garage gates will only open while your car is over the floor grid. Vans and trucks are not permitted in the garage. Each owner is responsible for maintaining a clean parking space.

13. **OUTSIDE COOKING**- The barbeque grill is intended for the use of the residents. Be sure to push the knob in when turning on to prevent breakage. Inform the Maintenance Supervisor when the propane tank is running out of fuel. Maintain a clean grill and shut off gas after use. Pans with high sides should be used to carry food to prevent spills on the concrete and carpeting. The use of open flame charcoal, propane grills and electrically heated synthetic charcoal is not permitted in the units or on terraces. These cooking devices produce smoke and fumes and are a fire hazard to the building.

14. **ELEVATORS**- There is an emergency alarm button in each elevator. If the need arises, keep sounding the alarm and be patient. Alarm bells will also sound on the outside of the building. Do not push the emergency button enclosed in plastic, as this results in a cost to the building. If you press this button, wait by the speaker for the operator to respond, then cancel the call if it is a mistake.

15. **BOAT OWNERS**- No "on-board" living or sleeping is permitted. City of Fort Lauderdale Code: BOATS, DOCKS AND WATERWAYS, Section 11-53: Using boats docked in dead-end canals, etc., for human habitation: No vessel or water craft of any kind whatsoever moored or docked in any dead end canal or waterway or portion of any dead end canal or waterway shall be used for human habitation within the corporate limits of the City. This regulation shall prohibit sleeping, eating or cooking on such water craft so situated.

a. Payment for dock space shall be based on the length of the boat plus 10 feet, with the amount to be determined by the Board. Owners of boats requiring more than 15 amp

h. Failure to maintain current registration, documentation, or insurance shall be grounds upon which docking rights may be revoked. Owners will ensure that the Board is provided with a current copy of all documents, when requested.

i. Any dispute regarding dockage shall be referred to the Board of Directors whose decision shall be final and binding.

16. **GUESTS**- For the protection of all unit owners, it is essential for an owner who plans to be absent from the premises, to notify the Association office at least seven (7) days in advance whenever s/he expects guests to occupy her/his unit. This notification must include names of the incoming occupants, the approximate date of arrival and the length of stay. Owners are responsible for the conduct of their guests and for any damage caused by them to common areas of condominium property. A copy of these Rules & Regulations should be given to them. Children are not allowed to play in the elevators or ride up and down unnecessarily.

17. **PORCH SHADES, SCREENS, ENCLOSURES, AND HURRICANE SHUTTERS**- Unit owners must consult with the Board before contracting for any type of porch shades, screens, enclosures, or hurricane shutters. Maintenance of porch shades and screens are the responsibility of the owner. No installation will be approved which alters the outside appearance of the building. It is the owner's responsibility to obtain all necessary city and county permits for any enclosures.

18. **ROOF**- No persons will be permitted on the roof except for necessary maintenance of same or service to equipment. The access doors are kept locked. Access can be obtained through the Maintenance Supervisor or a Board Member.

19. **SIGNS AND ADVERTISING**- No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the condominium property, or in, on or upon any part of a condominium unit. Vehicles that have lettering or signs thereon, depicting a commercial enterprise, are prohibited from parking overnight. Commercial use of any unit is prohibited.

20. **RECYCLING**- Recycling bins are to be found in the garage. Separate bins are provided for newspapers—no plastic bags, please—and commingled recyclables.

21. **DEPARTURE**- Departure forms are available at the office and by the mailboxes and are required for absences over fourteen (14) days. It is highly advisable to designate someone to regularly inspect your unit while you are away. A duplicate set of keys for your unit and car must be deposited at the Association office, to be used in the event of an emergency while you are away. Failure to comply can result in your being financially responsible for any costs incurred in gaining entrance as the result of an emergency.

f. It is the responsibility of the owner to remove all cardboard cartons and wooden crates. They must not be put into the garage dumpster unless they are collapsed and stacked into flat piles.

g. Some items may be too large for the elevator. They can be carried up the stairwells at each end of the building.

28. SOUNDPROOFING OF HARD FLOORING- With the exception of the units on the first floor or the second floor over the common areas, installation of any hard flooring, including but not limited to tile, hard wood, parquet, or marble must first have a sound-absorbing material installed as an under layment (minimum 1/4 inch thickness or equivalent sound-absorbing material). Owners shall submit a sample of the sound-absorbing material to the Board of Directors for approval, if requested.

29. CIGARETTES IN COMMON AREAS- There is no smoking permitted in the interior common areas. In hallways and walkways, use the cigarette urns. Do not dispose of cigarettes by throwing them over balcony railings.

30. NOTICE OF RULE VIOLATION

a. An owner shall receive notice of any violation of these rules by written notice delivered to the registered owner by hand, electronic transmission, or first class mail.

b. Any notice of violation of these rules and regulations shall be subject to cure within five business days.

c. Any owner receiving a notice of violation shall be entitled to a hearing by a volunteer three-person committee, which shall consist of owners not on the Board of Directors, within five working days of the receipt of a notice requesting such a hearing.

d. The decision of the hearing committee is final and binding.

