

The following pages are the covenants, conditions, restrictions, etc. for:

Winter Ridge Condominium, Winter Haven, FL

These documents have been provided to us by the homeowner, the Homeowner's Association (HOA), and/or we have located them in Polk County Public Records.

This may not be all relevant documents in their entirety. In addition, these documents may be amended at any time without notice.

This information is being provided as a courtesy. However it is your responsibility as the tenant to contact the Homeowner's Association for any additional documents, information, and/or updates that may not be included here.

WINTER RIDGE CONDOMINIUM HOMEOWNERS ASSOCIATION INC RULES AND REGULATIONS

The following Rules and Regulations for Winter Ridge Condominium Homeowners Association, Inc. have been adopted at a duly noticed meeting, per Chapter 718, Florida Statutes, and the procedure set forth therein, and the Declaration of Condominium by the Winter Ridge Condominium Homeowners Association, Inc. ("Association"), Board of Directors this ____ day of _____, 2014.

Every Unit Owner within the Winter Ridge Condominium Homeowners Association Inc., their tenants, guest and invitees, are governed by and must comply with the following Rules and Regulations which apply to the Association's Common Elements as well as privately owned Units, in addition to the deed restrictions contained in the Association's Declaration of Condominium.

RULES AND REGULATIONS:

POOL AND FACILITY USE

1. No lifeguard is on duty at the pool. Pool is open from dawn to dusk.
2. Persons under the age of 14 must be accompanied by an adult in the clubhouse and at the pool. Clubhouse is open from dawn to dusk with the exception of community events.
3. No running on pool decks, NO DIVING into the pool, and No Profanity.
4. Smoking at the pools is allowed only in the designated areas.
5. Proper bathing attire is required to swim in the pools. Only pool appropriate attire shall be worn in the pool, i.e., bathing suit, with the exception that a solid white t-shirt may also be worn in the pool. Traditional street clothing, such as jeans, or undergarments may not be worn in the pool. Children wearing diapers must be in a swim diaper while in the pool.
6. No playing ball on the pool deck. No skateboards, bikes, etc. allowed on the pool decks.
7. No food is allowed on pool deck. No glass containers of any kind are allowed. No alcoholic beverages of any kind.
8. Pool/Club cards are required to gain access to the pool complex. Residents are not to open the gates for anyone else. Residents that are observed opening the gates for other people, could lose their access rights for 30 days. Residents are limited to 4 guests at time. Electronic key access cards may be obtained through the Association's property management office.
9. No wet bathing suits allowed in the clubhouse at any time.

COMMON ELEMENTS

1. When entering the community, lower music in your car. No one shall play or be permitted to operate a stereo, television, radio, or musical instrument in such a manner as to unreasonably disturb any other occupants.
2. As further provided herein, all automobiles shall be parked in the designated parking spaces. No boats, recreational vehicles, campers, motor homes, trailers, commercial trucks, non-licensed, or non-operational vehicles shall be permitted to be parked or stored anywhere in the community, include the parking spaces. Double parking is prohibited. There shall be no parking on the grass.
3. The speed limit in the community is 15 MPH.

4. All vehicles **MUST** have a decal, or parking pass displayed at all times. Decals may be obtained through the Association's property management office.
5. There is no loitering or solicitation allowed on the property.
6. Owners, tenants and guests will not be allowed to use the amenities if the quarterly fees are not current on their unit. 90 days is considered delinquent.
7. Bikes, skateboards, garbage, etc. are not to be left in the yards, or on the common elements, or outside of a Unit..
8. Clubhouse and Pool community parking is restricted to not more than 5 consecutive days. Vehicles that fail to follow this rule are subject to towing.
9. Any owner requesting a rental assignment of a boat slip shall submit a copy of the boats registration, description, make, year, and color of the boat. Boats are not allowed to dock on shore. The Association shall not be held responsible or liable for any damages incurred by using the dock.
10. Clubhouse may be reserved for private parties for up to 50 people except on holiday weekends. A rental fee of \$50 and a refundable \$50 security deposit will be required at the time of reservation. The use of the pool is not included in the rental of the clubhouse.
11. Common elements shall not be obstructed, littered, defaced or used in any manner, and shall be kept free from any rubbish, debris, or other unsightly materials. Vehicular traffic is restricted to paved areas only and unit owners may not cross over or onto non-paved areas with vehicles.
- 12.
12. No skateboarding, bikes, or skates shall be allowed on the shuffleboard court.

UNIT/LOT USE

1. Consistent with Article XIX, Section B 2, of the Declaration of Condominium, the Association's Board of Directors shall have the authority to approve and authorize (upon receipt of an application by an Owner) the Owner to install and maintain the surrounding three (3) foot common element area of the respective Unit. All approvals from the Board shall be in writing. The Board does not have the authority to authorize any material alterations to the common elements. Landscaping shall not exceed the approved three (3) foot area, unless authorized by the Board of Directors in writing. All improvements and maintenance of any approved areas shall be to the satisfaction of the Board. The Board shall have the authority to require the Owner to take specific action as to the approved areas, which may include removal of all improvements. All costs and expenses of any such required action by the Board, including attorney's fees and costs, shall be the burden of the Owner. Any Landscaping is to be maintained by the Unit Owner and shall not be permitted to grow into the soffit of the Unit. No approval shall be given for planting of ivy or vines that attach to the blocks or stucco of the building. No Fichus trees shall be allowed.
2. All displays or modifications are to be consistent to the other parcels and units in the Community, and unless expressly authorized by law, must be approved by the Board of Directors. All changes must be submitted to the Board of Directors for review **PRIOR** to any changes.
3. No signs are to be placed in windows of units or vehicles or on the outside of the units, except those as allowed per law, i.e. Chapter 718, Florida Statutes or permitted by the Board of Directors. For Sale/Rent signs are permissible but shall not be larger than 2x2 and shall be placed in the living room window of the unit.

4. **PETS ARE PERMITTED.** No more than 2 dogs or 2 cats shall be permitted within the unit. Animals must be leashed at all times when outside the Unit. All animal litter must be picked up immediately. Residents shall be held liable for any damages to common property by their pets. No animal may be tied outside unattended.
5. **No window a/c units are allowed unless mounted in the back porch enclosure.**
6. **Storm shutters will be approved provided the color is white, beige/almond, or aluminum mill finish and the fastening aluminum strip be of the same color as the building when installed. Shutters and fasteners will only be installed during the threat of a hurricane and will be completely removed when the threat has passed. The approval is subject to the owner being responsible for any and all repairs necessitated or caused by the installation of such items.**
7. **Condominium Units including carports and porches shall be used only for residential purposes and shall be kept free from any rubbish, debris, or other unsightly material. Carports shall be kept clean and in good repair. All porches and lanais shall be kept in a neat and orderly fashion. Gutters shall be kept clean and no mold growth will be allowed. Owners are responsible for all cleaning, maintenance, and repair of carports and back porches/lanais.**
8. **Satellite dishes are permitted but wiring shall not be permitted to pass through the outer wall. All wiring shall be through the soffit of the unit.**
9. **Vertical or Horizontal blinds white in color, must be the window covering. Such blinds shall be kept in good repair.**
10. **No carpet shall be affixed to any walkway. No painting of any kind shall be down without express written authorization of the Board of Directors.**
11. **No storage or receptacles may be placed on limited common elements except the limited common elements starting with a "Y" designation, and then no storage shed or receptacle may exceed the height of the enclosed said area. All trash and garbage placed in the dumpsters must be contained in plastic bags or containers and securely tied. No furniture, oversized items, or horticulture may be placed in the dumpsters. Horticulture may be placed in the designated area at the northeast side of the complex. Furniture, mattresses, chairs, sofas, or other large items will be picked up every other month at the designated area of the clubhouse. Notification of the pickup date will be provided at the bulletin board next to the clubhouse. Dumpsters are emptied every Monday and Friday. Recycling is picked up every Tuesday and should be placed in your blue box curbside by Monday evening or early Tuesday morning. Recycling boxes are not to be outside during any other time.**
12. **No work shall be allowed on any vehicles at any time. Including maintenance repairs and oil changes. Cleaning of the vehicle is permitted.**
13. **No yard sales are permitted unless authorized by the Board of Directors.**

RENTAL & PURCHASE RESTRICTIONS

1. **Owners of units being rented shall provide their tenants with a current copy of the Rules and Regulations of the Association.**
2. **No unit will be allowed to be rented unless –all monetary obligations to the Association are current.**

3. If a unit is rented and the owner becomes delinquent, a letter will be sent to the owner demanding payment within 30 days. If payment is not received, the tenant will be notified to remit the rental payment to the Association, as expressly provided in Section 718.116, Florida Statutes, as may be amended from time to time. Once the total outstanding monetary obligations due to the Association are satisfied, the owner will receive any remaining proceeds and the tenant will be advised to no longer remit the rents due to the Association. If the tenant fails to remit the rental payments to the Association, the Association has a right to move forward with eviction efforts.
4. All rental and first time purchaser agreements are subject to approval following application through the Association's management company and payment of a nonrefundable \$100 fee. All rental agreements shall be on file with the Association. No unit shall be rented for less than 3 months. Failure to follow these rules and approval process may result in fines to the owner and eviction of the tenant. New tenants must have a copy of their lease to obtain a pool access card.

FINE POLICY

1. The Association may levy a reasonable fine for failure of the owner or occupant of a unit to comply with any provision of the Declaration, the Bylaws, or reasonable Rules and Regulations of the Association. Fine will not exceed \$100 per violation per day, not to exceed \$1000 in aggregate. Owner will be given a single 14 day notice of violation and be given an opportunity for a hearing prior to a fine being levied. The hearing will be before the violation and fines committee with the board making the final determination of a fine. The Association through its Board of Directors will follow the guidelines set forth in Florida Statutes 718.303 paragraph (3) (b) before a fine will be levied.

PARKING & TOWING POLICY

1. Vehicles which **SHALL NOT BE PARKED** within the Winter Ridge Condominium Association, except in areas designated by the board.
 1. Inoperable vehicles and vehicles with expired or missing tags.
 2. Vehicles with commercial signs unless such vehicle is the sole transportation of the Resident.
 3. Motorhomes, Campers, boats, trailers of any kind, and any vehicles exceeding 1 ton.
 4. Each resident must park in one (1) of their two (2) assigned spaces and may not park in any other unit space without written permission of that unit owner.
 5. No vehicle length shall exceed the parking space, no double parking is permitted, no parking on the grass at any time.
 6. Posted Speed limit is 15MPH. All traffic signs must be followed.
 7. Vehicles in violation of the above rules will be ticketed with a 24 hour notice to rectify. If the violation is not corrected within 24 hours, a **FINAL NOTICE** will be placed on the vehicle and it will be subject to immediate towing. The Property Manager along with 1 board member may authorize towing or any 2 board members.

DECLARATION OF CONDOMINIUM

The undersigned, being the holder of title of record to the real property situate, lying and being in Polk County, Florida, the legal description of which is attached hereto, and made a part hereof, and labeled EXHIBIT 'A', hereby states and declares that the land described herein is submitted to condominium ownership, and declared to be a condominium known as Winter Ridge Condominium, pursuant to Chapter 718, Florida Statutes, the Condominium Act as amended, (hereinafter referred to as the "Condominium Act"), the provisions of which said act are hereby incorporated by reference, and included herein, and does herewith file for record this Declaration.

All restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall rule perpetually unless terminated or amended as provided herein, and shall be binding upon all unit owners as hereinafter defined, and in consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, as well as by the By-Laws and Articles of Incorporation of the Association. Both the burdens imposed and the benefits provided shall run with each unit and the interests in common property as defined herein.

The real property submitted to condominium ownership herewith is subject to conditions, limitations, restrictions, reservations of record, real estate taxes and applicable zoning ordinances.

ARTICLE I - DEFINITIONS

Definitions of terms used herein are as follows:

A. "Assessment" means a share of the funds required for the payment of common expenses, which from time to time is assessed against the unit owner. "Special Assessment" means any assessment levied against unit owners other than the assessment required by a budget adopted annually.

B. "Association" means the entity responsible for the operation of the condominium and such entity shall, for the purpose of this condominium, be Winter Ridge Condominium Homeowners Association, Inc., a Florida Corporation, not for profit.

C. "Board of Directors" means the Board of Administration or other representative body responsible for administration of the Association.

D. "By-Laws" means the Bylaws of the Association existing from time to time.

E. "Common Elements" means the portions of the condominium property not included in the individual units. Common Elements include:

1. Easements through the units for conduits, pipe ducts, plumbing, wiring and other facilities for the furnishing of utility service to units and common elements; and,
2. Easements of support in every part of each unit which contributes to the support of the improvements. The term "common elements" when used throughout this Declaration, shall include limited common elements. The term common elements does not include conduits, pipe, ducts, plumbing, wiring, air conditioning equipment or other facilities which service or apply to only one unit although same may be located in the common elements.

F. "Common Expenses" means all expenses and assessments properly incurred by the Association for the condominium.

G. "Common Surplus" means the excess of all receipts of the Association collected on behalf of a condominium (including, but not limited to, assessments, rents, profits and revenues on account of the common elements) over the common expenses.

This instrument prepared by:

Guy T. Rizzo, Esquire
2550 S.R. 544
Winter Haven, FL 33881

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H. "Condominium Parcel" means a unit, together with the undivided share in the common elements which is appurtenant to the unit.

I. "Condominium Property" means the lands, leaseholds, and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

J. "Corporation" means the "Association" as defined above. Corporation and Association may be interchangeable and shall have the equivalent definition.

K. "Declaration" or "Declaration of Condominium" means the instrument or instruments by which this condominium is created, as they are from time to time amended.

L. "Developer" means Lake Smart Ltd., a Florida Limited Partnership, its successors and assigns.

M. "Institutional Mortgagee" means a Bank, Savings and Loan Association, Insurance Company or Union Pension Fund authorized to do business in the United States of America, an agency of the United States Government, a Real Estate Investment Trust, FNMA, or a lender generally recognized in the community as an institutional type lender.

N. "Limited Common Elements" means those common elements which are reserved for the use of a certain unit or units, to the exclusion of other units as specified in this Declaration.

O. "Operation" or "Operation of the Condominium" includes the administration and management of the condominium property.

P. "Unit" means those parcels of the condominium property designated on the exhibit attached to the declaration which are subject to exclusive ownership. Unit or apartment may be interchangeable and shall have the equivalent definition.

Q. "Unit Owner" or "Owner of a Unit" means a record owner of legal title to a condominium parcel.

R. "Utility Service" as used in this declaration and the By-laws attached hereto may include but shall not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal.

S. "Association Property" means that property, real and personal which is owned or leased by, or is dedicated by a recorded plat to the Association for the use and benefit of its members.

T. "Voting Certificate" means a document which designates one of the record title owners, or the corporation, partnership, or entity representative who is authorized to vote on behalf of a condominium unit owned by more than one owner or by any entity.

U. "Voting Interest" means the voting rights distributed to the association members pursuant to F.S. 718.

Whenever the context and facts permit, the use of the singular shall include the plural and the plural shall include the singular and the use of any gender shall be deemed to include all genders.

ARTICLE II - SURVEY AND DESCRIPTION OF IMPROVEMENTS

Attached hereto and made a part hereof as EXHIBIT "B" is a survey and graphic description of the land and plot plans of the improvements constituting the Condominium, identifying the Condominium Units, the Common Elements and the Limited Common Elements, their respective location and approximate dimensions. The improvements on the land described will consist of 292 residential condominium units.

A. Each Condominium Unit is identified by a specific numerical designation on said EXHIBIT "B", and no condominium unit bears the same designation as any other condominium unit. Similarly, each area constituting a Limited Common Element is identified by a specified numerical designation and the Letter P or Y on said "Exhibit B". The specific number assigned to each limited common element is the same number which has been assigned to the condominium unit to which each such limited common element is appurtenant, so that by examining EXHIBIT "B", the size and location of each limited common element appurtenant to the unit can be readily ascertained.

B. Unit Boundaries:

1. The unit owner shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding the respective "Condominium Unit", nor shall the owner be deemed to own the pipe, wires, conduits or other public utility lines running through said respective "Condominium Unit", which are utilized for or serve more than one "Condominium Unit", which items are by these presents hereby made a part of the "Common Elements". Said owner, however, shall be deemed to own the walls and partitions which are contained in said owners respective "Condominium Unit", and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including paint, wallpaper, etc.
2. Each apartment shall include that part of the building containing the unit which lies within the boundary of the unit, which boundaries are:
 - a. Upper and Lower Boundaries. The upper and lower boundaries of the apartment shall be in the following boundaries extended to an intersection of the perimetrical boundaries:

Upper Boundary - The horizontal plane of the undecorated finished ceiling.

Lower - The horizontal plane of the undecorated finished floor.
 - b. Perimetrical Boundaries. The perimetrical boundaries of the unit shall be the vertical plane of the undecorated finished interior of the walls bounding the unit extended to the intersections with each other and with the upper and lower boundaries.
 - c. In connection with the floor plans and plot plans identified as EXHIBIT "B", the legend and notes thereon contained are incorporated herein and made a part hereof by reference and the said plans have been or will be certified in the manner required by the Condominium Act.
 - d. Amendment of plans. The Developer reserves the right to change the interior and arrangement of all units so long as Developer owns all the units so changed and altered, provided such change shall be reflected by an amendment of this declaration and provided further, that an amendment for such purposes need be signed and acknowledged only by the Developer and need not be approved by the corporation or condominium unit owners or by the condominium whether or not elsewhere required for an amendment.
 - e. Alteration of Boundaries and Condominium Unit Dimensions. Developer reserves the right to alter the boundary between units, so long as Developer owns the units so altered; and to alter the boundaries of common elements, so long as the Developer owns the condominium units abutting the common elements where the boundaries are being altered (such as eliminating an adjoining wall), providing no such change shall be made without amendment of this Declaration, and provided further, that an amendment for such purpose be signed and acknowledged only by the Developer and approved by the institutional mortgagee of condominium units affected, whether they are included in the overall construction mortgage on the condominium building, and such amendment shall not require the approval of the condominium unit owners, the lessor, or of the Corporation.

ARTICLE III - OWNERSHIP, SHARE OF COMMON ELEMENTS, ALLOCATION OF COMMON EXPENSES AND COMMON SURPLUS

- A. The fee title to each condominium parcel shall include both the condominium unit and the undivided interest in the common elements, said undivided interest in the common elements to be deemed to be conveyed or encumbered with its respective condominium unit. Any attempt to separate the fee title to a Condominium from the undivided interest in the Common Elements appurtenant to each unit shall be null and void.
- B. Each of the unit owners of the Condominium shall own an undivided interest in the common elements and limited common elements, and the undivided interest of such ownership in the said common elements and limited common elements is the fraction as set forth on EXHIBIT "C" which is attached to this Declaration and made a part hereof.

C. The common expenses and the common surplus of the Condominium shall be shared by the unit owners as specified and set forth in EXHIBIT 'C'. The ration of sharing common expenses and common surplus shall remain regardless of the purchase price of the condominium units, their locations, or the building square footage included in each condominium unit.

D. Those portions of the common elements reserved for the use of certain unit owners or a certain unit owner to the exclusion of other unit owners are deemed limited common elements. Any expense for the maintenance, repair or replacement relating to limited common elements shall be treated as and paid for as part of the common expenses of the Association, unless otherwise specifically provided in this Declaration and Exhibits attached hereto. Should said maintenance, repair or replacement be necessitated by the negligence or misuse by a unit owner, his family, guests, servants and/or invitees, he shall be responsible therefor, the Association shall have the right to levy a charge against the owner of said unit which charge shall have the same force and effect as any other fine or charge. Any fences or patio rooms placed on limited common elements designated on the plot plan with a designation commencing with the letter Y shall be maintained by the unit owner. The unit owners shall be responsible for maintaining the limited common area designated by the letter Y which is appurtenant to his unit, if a fence has been installed around said limited common area or if the owner has built a patio or porch upon said limited common element.

ARTICLE IV - EASEMENTS

A. Perpetual Non-Exclusive Easement in Common Elements. The common elements shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement which is hereby created in favor of all of the owners of condominium units in this Condominium for the use and benefit of such condominium unit owners and for the use and benefit of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which same are reasonably intended, including, without limitation, for purpose of ingress, egress, repair and maintenance, for use of recreational facilities, for installation of and maintenance of utility lines (such as water and sewer collection and distribution lines, electrical power transmission lines, telephone lines and other utility services and the like contained within the common elements). Notwithstanding the foregoing provision, the Association shall have the right to establish the Rules and Regulations governing the use and enjoyment of all such common elements and pursuant to which the owner or owners of such condominium units may be entitled to utilize same. The Developer, for itself, its successors and assigns, as well as for the Association, reserves the right to impose upon the common elements henceforth, and from time to time, such easements and cross-easements for any of the foregoing purposes as it deems to be in the best interest of, and necessary for, the uniform and proper operation of the Condominium, the development of the overall plan and the enjoyment of the common elements by the unit owners.

B. Easement for Encroachments. In the event that any condominium unit shall encroach upon any common element for any reason not caused by the "intentional" or "negligent act" of any such condominium unit owner or owners or their agents, then an easement appurtenant to such condominium unit shall exist for the continuance of such encroachment into the common elements, for so long as such encroachment shall exist; and in the event that any portion of the common elements shall encroach upon any condominium unit, then an easement shall exist for the continuance of such encroachment of the common elements into any condominium unit for so long as such encroachment shall naturally exist. In like manner, in the event that any condominium unit shall encroach upon any other condominium unit, for any reason not caused by the intentional act of the condominium unit owner or owners or their agents, then an easement appurtenant to such encroaching condominium unit shall exist for the continuance of such encroachment into the neighboring condominium unit, for so long as such encroachment shall naturally exist.

C. Easement for Air Space. The owner of each condominium unit shall have an exclusive easement for the use of air space occupied by such unit and which exists at any particular time, and as said unit may be lawfully altered or reconstructed from time to time. An easement in air space which is vacated shall be terminated automatically.

ARTICLE V - NAME

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

WINTER RIDGE CONDOMINIUM

ARTICLE VI - ADMINISTRATION OF CONDOMINIUM BY ASSOCIATION

In order to provide for the efficient and effective administration of the Condominium by the owners of the condominium units, and in order to provide for a unified operation of all condominiums constructed and dedicated by the Developer, a non-profit corporation, known and designated as the Winter Ridge Condominium Homeowners Association, Inc., hereinafter referred to as the "Association", has been organized. The Association shall administer the operation and management of this Condominium which

has been constructed and dedicated, to condominium form of ownership by the Developer; and the Association will perform all acts and duties of this Declaration of Condominium and in accordance with the terms of the Articles of Incorporation of the Association, its By-Laws and the Rules and Regulations promulgated by the Association from time to time, true copies of which are annexed hereto and expressly made a part hereof as EXHIBITS "D", "E" AND "F", respectively. In the administration of the operation and management of the condominium, the Association shall have and is hereby granted the authority and power to enforce the provisions of this Declaration of Condominium, to levy and collect assessments and to adopt, promulgate and enforce such rules and regulations governing the use of the condominium units, common elements and limited common elements as the Board of Directors of the Association may deem to be in the best interest of the condominium unit owners.

ARTICLE VII - MEMBERSHIP IN CORPORATION AND VOTING

A. The owner or owners of each condominium unit shall automatically become members of the Association upon such owner's acquisition of an ownership interest in any condominium unit and its appurtenant undivided interest in the common elements and limited common elements, and the membership of such owner or owners in the Association shall terminate automatically upon such owner or owners being divested of such ownership interest and the title to such condominium unit, regardless of the means by which such ownership shall be divested. No person, firm or corporation holding any lien, mortgage or other encumbrance upon any condominium unit 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.

B. Subject to the provisions and restrictions set forth in the By-Laws of the Association responsible for the operation of this Condominium, each unit owner is entitled to one (1) vote for each unit owned by him.

There shall be one person with respect to each unit owned who shall be entitled to vote at any meeting of the unit owners. Such person shall be known as "voting member". If a unit is owned by more than one person, the owners of said unit shall designate one of them as the voting member, or in the case of a corporation unit, an officer or employee thereof shall be the voting member. The designation of voting member shall be made as provided by and subject to the provisions and restrictions set forth in the By-laws of the Association.

ARTICLE VIII - BY-LAWS

The operation of the condominium property shall be governed by By-Laws which are set forth in a document entitled, "BY-LAWS OF THE ASSOCIATION" and which is annexed to this Declaration and labeled EXHIBIT "E" and incorporated herein by reference. No modification or other amendment to the By-laws shall be valid, unless set forth in or annexed to, a duly recorded amendment to this Declaration. No amendment to the By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any condominium parcel. The By-Laws shall be amended in the same manner as this Declaration is amended.

The powers and duties of the Corporation shall include those set forth in the By-Laws, but in addition thereto, the Corporation shall have all of the powers and duties set forth in the Condominium Act as well as all powers and duties granted or imposed upon it by this Declaration, including:

A. The Irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the Association, pursuant to the Declaration or as necessary to prevent damage to the common elements or to a unit or units.

B. In case of any emergency originating in or threatening any condominium unit, 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 any of its agents, shall have the right to enter such condominium unit for the purposes 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 such emergency, the owner of each condominium unit, if required by the Association, shall deposit under the control of the Association, a key to such condominium unit.

C. The Irrevocable right to make or cause to be made such alterations or improvements to the common elements, provided that the making of such alterations and improvements are approved by the Board of Directors of said Association, and provided further that the cost of such alterations or improvements shall be assessed as common expenses against, and collected from all of the owners of condominium units, subject to assessments as hereinafter set forth. Where any alterations or improvements are made exclusively or substantially for the benefit of the owner or owners of a condominium unit or condominium units requesting same, then the cost of such alterations and improvements shall be assessed against and collected solely from the owner or owners of the

condominium unit or units requesting same, who are exclusively or substantially benefitted, the charge to be levied in such proportion as may be determined by the Board of Directors of the Association.

D. The irrevocable right to lease, maintain, repair and/or replace the common elements.

E. No unit owner, except as an officer of the Corporation shall have any authority to act for the Corporation.

ARTICLE IX - METHOD OF AMENDMENT

A. General Amendments. Except for any alteration in the percentage of ownership in the common elements appurtenant to each condominium unit, or alteration of the basis for apportionment of assessments, which may be levied by the Association in accordance with the provisions hereof, 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 or the Association acting upon a vote of the majority of the Directors, or by the majority of the members of the Association, whether meeting as members or by instruments 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 the Association or to other Officer of the Association in the absence of the President, who shall thereupon call a Special Meeting of the Members of the 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. 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 Association, the postage thereon prepaid. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of 67% percent of the members of the Association 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 the 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 Polk County, Florida, 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 the Association shall be delivered to all of the owners of all condominium units, 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 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. Furthermore, no amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage held by a Mortgagee or which would alter, amend or modify in any manner whatsoever, the rights, powers, and privileges granted and reserved herein in favor of any Mortgagees or in favor of the Developer, without the consent of all such Mortgagees or the Developers, as the case may be.

B. Amendments with respect to percentage of ownership in Common Elements or with respect to apportionment of assessments. The other provisions of this Declaration of Condominium to the contrary notwithstanding, no amendment to this Declaration of Condominium, which shall purport to alter in any way the percentage of ownership in the common elements appurtenant to each condominium unit, or which shall purport to alter in any way the basis for apportionment of assessments, shall be adopted or shall become effective without the written consent, in recordable form, of all of the unit owners within this Condominium, and all of their respective mortgagees, and the lienors, first had and obtained, and then same shall not become effective until an instrument evidencing such written consent is recorded among the Public Records of Polk County, Florida.

C. Provided that an Institutional Mortgagee has given notice to the Association, identifying the mortgagee, the mortgagor and the condominium unit, the Association shall provide timely written notice to the Institutional Mortgagee of all amendments proposed hereunder. In the event any such amendment shall require the consent of the unit owners, then such amendment shall require the consent of 67% of the Institutional Mortgagees who have provided such notice.

ARTICLE X - MAINTENANCE

A. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all of the common elements and limited common elements, except as expressly herein provided in this Declaration. With regard to the structures constituting the condominium

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units, the responsibility of the Association for maintenance, repair and replacement of same shall be limited to the following:

1. Painting of all exterior walls, as needed in the judgment of the Board of Directors of the Association.
2. Painting and/or staining of exterior woodwork as needed in the judgment of the Association.
3. Maintenance and replacement of roofs of condominium units, including:
 - a. Cleaning of roof as needed.
 - b. Replacing roofing materials, as required.
 - c. Repairing causes of leaks and damage to common elements arising therefrom.

Should any incidental damage be caused to any condominium unit by virtue of any work done or caused to be done by the Association in connection with such maintenance, repairs and replacements of common elements, the Association, shall, at its expense, repair such incidental damage.

B. The Association shall have the power to enter into contracts with others for a valuable consideration, for the maintenance and management of the subject property, including the normal maintenance and management and repair of the common elements, and in connection therewith to delegate the powers and rights herein contained, including that of making and collecting assessments, perfecting liens for non-payments, etc. The service and maintenance contracts referred to herein may delegate to the service company the duty and responsibility to maintain and preserve the landscaping, gardening, painting, repairing and replacement of the common elements, but shall not relieve the condominium unit owner from his personal responsibility to maintain and preserve the interior surface of the condominium parcels and to paint, clean, decorate, maintain and repair to individual condominium unit and limited common elements constructed or placed on the limited common elements whose designation commences with the letter Y.

C. Each unit owner, his heirs, successors and assigns, shall be bound by any such management agreement or amendments or revisions thereof to the same extent and effect as if he had executed such management agreement for the purposes herein expressed, including but not limited to adopting, ratifying, confirming and consenting to the execution of same by the Association; covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by unit owners as required under said management agreement, acknowledging that all of the terms and conditions thereof, including the manager's fee, are reasonable; and agreeing that the persons acting as directors and officers by the Association entering into such an agreement have not breached any of their duties or obligations to the Association. The management agreement, as well as each and every provision thereof, and the acts to the Board of Directors and officers of the Association entering into such an agreement is hereby ratified, confirmed, approved and adopted.

D. The Association is required to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the common elements and those limited common elements which the Association may be obligated to maintain. The fund is maintained out of regular assessments for common expenses.

ARTICLE XI - ENFORCEMENT OF MAINTENANCE FOR INDIVIDUAL UNITS

In the event the owner of a unit fails to maintain it as required herein, or otherwise violates the provisions hereof, the Association or any other unit owner shall have the right to proceed in a court of competent jurisdiction to seek compliance with the provisions of this Declaration and/or the Association shall have the right to charge the unit owner and the unit for the necessary sums to put the improvement within the unit in good condition, and to collect such charge and have a lien for same as is otherwise provided herein.

ARTICLE XII - LIENS AND ASSESSMENTS

A. The Association through its Board of Director shall have the power to make and collect assessments and shall have a lien on each condominium parcel for any unpaid assessment, and interest thereon, as provided herein, against the unit owner of such condominium parcel, which lien shall be effective as and in the manner provided for by this Declaration and the Condominium Act, and shall have the priorities established by said Act. The lien of the Association for unpaid assessments shall also secure reasonable attorney's fees and costs incurred by the Association incident to the collection of such

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assessments or enforcement of such lien, whether or not a legal action is instituted. Nothing herein shall deprive a first mortgagee of his prior lien. Such liens shall be executed and recorded in the Public Records of Polk County, Florida in the manner provided by law. The Board of Directors may take such action as it deems necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise same if in the best interest of the Association. Notwithstanding the foregoing, however, any such lien recorded under this paragraph shall be subordinate and inferior to any mortgage in favor of an Institutional Mortgagee which mortgage was recorded prior to the recording of the Claim of Lien.

B. Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property, as more fully set forth in the statute. The Association may bid at any sale in same and apply as a cash credit against its bid all sums due the association covered by the lien being enforced.

C. Where an Institutional Mortgagee or other purchaser of a condominium unit obtains title to the condominium parcel as a result of foreclosure of mortgage, or where an Institutional Mortgagee accepts a deed to said condominium parcel in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel or chargeable to the former unit owner of such parcel which became due prior to acquisition of title as a result of the foreclosure, or acceptance of such deed, unless a Claim of Lien for such assessment had been recorded prior to the recording of the subject mortgage. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of the unit owners, including such acquirer, his successors and assigns.

D. Any person who acquires an interest in a unit, except those persons who acquire title through foreclosure of an Institutional Mortgage or the acceptance of a deed in lieu of foreclosure, as specifically provided in the paragraph immediately preceding, shall be responsible for all unpaid assessments due and owing by the former owner, and the Association shall have the right to collect said unpaid assessments as set forth herein.

E. The Association, acting through its Board of Directors, shall have the right to bring an action to recover a money judgement for the unpaid assessments without waiving any claim of lien.

F. Nothing herein shall abridge or limit the rights or responsibilities of mortgagees of a condominium unit as set forth in greater detail in the statutes made and provided for same.

G. With the exception of liens which may result from the initial construction of this Condominium, no liens of any nature may be created subsequent to the recording of this Declaration against the condominium property as a whole (as distinguished from individual units) except with the unanimous consent of the unit owners.

H. Unless a unit owner has expressly requested or consented to work being performed or materials being furnished to his unit or unless work was done on account of the unit owners failure to maintain his individual unit as provided for in Article XI, such labor or materials may not be the basis for the filing of a lien against same. No labor performed or material furnished to the common elements shall be the basis for a lien thereof unless authorized by the Association, in which event same may be the basis for the filing of a lien against all condominium parcels in the proportions for which the owners thereof are liable for common expenses.

I. In the event a lien against two or more condominium parcels becomes effective, each owner thereof may relieve his condominium parcel of the lien by paying the proportionate amount attributable to his condominium parcel. Upon such payment it shall be the duty of the lienor to release the lien of record for such condominium parcel.

J. The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sums necessary to provide for the common expenses of the condominium property, including the expense allocable to services being rendered by any management company with which the Association may contract. A unit owners, regardless of how title is acquired, shall be liable for all assessments coming due while he is the owner of a unit. A Grantee is jointly and severally liable with the Grantor for his share of the common expenses up to the time of the transfer of title, as set forth in Florida Statutes 718.116, except as provided in Article XII, Paragraph C above, with regard to foreclosure by Institutional Mortgagees and deeds conveyed in lieu of foreclosure to Institutional Mortgagees.

K. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements, services or recreation facilities, or by abandonment of the unit for which the assessment was made.

L. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest rate of interest allowable by law.

M. The Board of Directors of the Association shall approve annual budgets in advance for each fiscal year, which budget shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for taxes, if any, insurance for the common elements, cost of manager's apartment and other reasonable and necessary expenses.

N. The percentage of the annual assessment chargeable for each fiscal year against each unit is set forth in EXHIBIT "C". The assessments shall initially be quarterly, but the Board of Directors has the power to establish other collection procedures in compliance with the Florida Condominium Act. In addition, the Association has the power to levy special assessments against the units in its respective percentage, under the procedure set forth in the Florida Condominium Act, Chapter 718, Florida Statutes.

O. The liability of the owner of a unit for common expenses shall be limited to the amounts for which he is assessed from time to time in accordance with this Declaration.

P. Each assessment against a unit shall also be the personal obligation of the owner at the time the assessment fell due.

Q. In the event an Institutional Mortgagee provides a written request to the Association, identifying the mortgagee, the mortgagor, and the condominium unit, such Institutional Mortgagee shall be entitled to timely written notice of any sixty day delinquency in the payment of assessments or charges owed by the unit owner on any unit set forth in the notice.

ARTICLE XIII - DEVELOPERS UNITS AND PRIVILEGES

A. Developer's Right to Alter and Amend. Notwithstanding Article XIX of this Declaration, the Developer reserves the right to change the interior design and arrangement of all units, and to alter the boundaries of the common elements without amendment of this Declaration in the manner hereinbefore set forth. If the Developer shall make any changes in units, without amendment of this Declaration with a survey attached, reflecting such authorized alteration of units, then said amendment need only be executed and acknowledged by the Developer and any holders of institutional mortgages encumbering the said altered units. The survey shall be certified in the manner required by the Condominium Act. If more than one unit is concerned, the Developer shall apportion between the units the share in the common elements appurtenant to the units concerned, together with apportioning the common expenses and common surplus of the units concerned, and such shares of common elements, common expenses and common surplus, and the voting rights as set forth herein of the units concerned shall be duly noted in the amendment of the Declaration. The Developer may amend to correct errors and mistakes.

B. Developer's Right to Sell and Conduct Business. The provisions of Article XIX of this Declaration shall not be applicable to the Developer who is irrevocably empowered to sell or mortgage condominium units to any purchaser or mortgagee approved by it. The said Developer shall have the right to transact on the Condominium common elements or on the recreational area any business necessary to consummate sales of units, including but not limited to the right to maintain models, have signs, employees in the offices, use the common elements, to show apartments, and to keep a full time sales staff. The Developer shall also have the right to use portions of the condominium property for parking for prospective purchasers and such other parties as Developer determines. Sales office, signs and all items pertaining to sales shall not be considered common elements, and remain the property of the Developer. The Developer and his designees are hereby exempt from any parking restrictions if the vehicle is engaged in any activity relating to construction, maintenance, or marketing of units.

C. Developer's Maintenance

1. The Developer hereby guarantees that the maintenance for the first year of operation shall not exceed forty dollars (\$40.00) and if the Developer retains control of the Association thereafter, the maintenance shall not exceed 115% of the prior year's maintenance. In connection with this guarantee the Developer shall not be responsible for payment of common expenses on the units owned by the Developer but shall be responsible to pay any amount of common expenses incurred during the period of this guarantee that is not produced by the assessments at the guaranteed level receivable from other unit owners. At such time as the developer no longer controls the Association, or 4 years from the date of closing of the 1st unit, whichever is sooner, this guarantee shall terminate.

D. No amendment to this Declaration shall change the rights and privileges of the Developer without the express written consent of the Developer.

ARTICLE XIV - INSURANCE

The insurance which shall be carried upon the Condominium property and the property of the units owners shall be governed by the following provisions:

A. Purchase of Insurance. The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance insuring all of the insurable improvements within the condominium, together with such other insurance as the Association deems necessary in and for the interest of the Association, all unit owners and their mortgagees, as their interest may appear, in a company with an 'A' rating or better, in an amount which shall be equal to the maximum insurable replacement value as determined annually; and the premiums for such coverage and other expenses in connection with said insurance shall be assessed against the units owners as part of the common expenses. The named insured shall be the Association, individually and as agent for the unit owners without naming them and as agent for their mortgagees.

Provisions shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of unit owners. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the Insurance Trustee hereinafter designated, and all policies and endorsements thereon shall be deposited with the Insurance Trustee. Unit owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

B. Coverage.

1. Casualty - All buildings (the word "building" or "buildings" does not include wall, floor, or ceiling coverings within the unit) and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the common elements shall be insured for its value, all as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:
 - a. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and
 - b. Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.
2. Public Liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverage, and with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner.
3. Workmen's Compensation policy to meet the requirements by law.
4. Such other insurance as the Board of Directors of the Association shall determine from time to time desirable.
5. Directors and Officers fidelity coverage.

C. Premiums. Premiums upon insurable policies purchased by the Association shall be paid by the Association as a common expense.

D. Insurance Trustee; share or proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance trustee, which shall be designated by the Board of Directors and which shall be any bank or trust company in Florida with trust powers. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein and for the benefit of the unit owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee.

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1. Common Elements. Proceeds on account of damage to common elements - an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

2. Units. Proceeds on account of damage to units shall be held in the following undivided shares:

a. When the building is to be restored - for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner, which cost shall be determined by the Association.

b. When the building is not to be restored - an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

3. Mortgages. In the event a mortgage endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear; provided however that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution thereof made to the unit owner and mortgagee pursuant to the provisions of this Declaration.

E. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficiary owners in the following manner:

1. Expense of the Trust. All expenses of the Insurance Trustee shall be first paid or provisions made therefor.

2. Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittance to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagees.

3. Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittance to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

4. Certificate. In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to the names of the unit owner and their respective shares of the distribution.

F. Association as agent. The Association is hereby irrevocably appointed agent for each unit owner and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

G. Unit Owners' Obligation. Each unit owner has the obligation to purchase a policy for public liability insurance, and additions and alterations, for the unit equivalent to the State of Florida recommended HO6 policy, with a Special Coverage ("all risk") Endorsement. In addition to the above, unit owners may purchase casualty insurance on the contents within said unit.

ARTICLE XVI - RECONSTRUCTION OF REPAIR AFTER CASUALTY

A. Determination to reconstruct or repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

1. Common element. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

2. Apartment building.

a. Lesser damage. If the damaged improvement is a building or buildings containing a group of units, the damaged property shall be reconstructed or repaired unless within 60 days after the casualty, it is determined by agreement in the manner elsewhere provided that the condominium shall be terminated.

b. Major damage. If the damaged improvement is to more than one building, and if units to which more than 50% of the common elements are appurtenant are found by the Board of Directors to be not tenable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided, unless within 60 days after the casualty, the owners of 75% of the common elements agree in writing to such reconstruction repair.

3. Certificate. The Insurance Trustee may rely upon a certification of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

B. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached hereto as exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is a group of units, by the owners of not less than 75% of the common elements, including the owners of all damaged apartments, which approval shall not be unreasonably withheld.

C. Responsibility. If the damage is only to those parts of one unit for which the responsibility of maintenance and repair is that of the unit owner, then the unit owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

D. Estimate of costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair the Association shall obtain reliable and detailed estimates of the costs to rebuild or repair.

E. Assessments. The amount by which an award of insurance proceeds to the Insurance Trustee is reduced on account of a deductible clause in an insurance policy shall be assessed against all unit owners in proportion to their share in the common elements. If the proceeds of such assessments and of the insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the unit owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against unit owners for damage to units shall be in proportion to the cost of reconstruction or repair of their respective units. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.

F. Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against unit owners, shall be disbursed in payment of such costs in the following manner:

1. Association. If the total assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair which is the responsibility of the Association is more than \$5,000.00, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessment and discharge the same in payment of the costs of reconstruction and repair.

2. Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessment against unit owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

a. Association - lesser damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$5,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance

policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

b. Association - major damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$5,000.00, then the reconstruction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

c. Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a unit owner shall be paid by the Insurance Trustee to the unit owner, or if there is a mortgage endorsement as to such unit, then to the unit owner and the mortgagee jointly, who may use such proceeds as they may be advised.

d. Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

e. Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by the unit owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine whether surplus funds to be distributed are less than the assessments paid by owners. Instead, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the name of the payee and the amount to be paid provided that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a unit owner; and further provide that when the Association or the mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction funds, so required, the approval of an architect named by the Association shall first be obtained by the Association upon disbursements in payment of costs of construction and repair.

ARTICLE XVI - TAXATION

A. The owners of each and every "Condominium Parcel" shall return the same for the purpose of ad valorem taxes to the Tax Assessor of Polk County, Florida, or such other future legally authorized governmental officer of authority having jurisdiction over the same.

B. For the purpose of ad valorem taxation, the interest of the owner of a "Condominium Parcel" or his "Condominium Unit" and in the "common elements" shall be considered as a unit. The value of said unit shall be equal to the fractional share of undivided shares in common elements of the entire condominium including land and improvements as has been assigned to said unit in "EXHIBIT C" of this Declaration. The total of all of said fractions equals 100% of the value of all of the land and improvements thereon.

C. The fractions assigned above shall be binding upon all owners for all purposes, including ad valorem taxation, at all times in the future, and may not be amended or changed except as provided for in this Declaration.

ARTICLE XVII - TERMINATION OF CONDOMINIUM

A. If all unit owners and holders of all liens and mortgages affecting any of the condominium parcels execute and duly record an instrument terminating the condominium property, or if "major damage" occurs as defined in the insurance clauses hereof, said property shall be deemed to be subject to termination and thereafter owned in common by the unit owners. The undivided interest in the property

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owned in common by each unit owner shall then become the percentage of the undivided interest previously owned by such owner in the common elements.

B. If the owners of at least 75% of the common elements elect to terminate, they shall have the option to buy the units of the other owners, for a period of sixty (60) days from the date of the meeting wherein the action to terminate was resolved. The purchase price shall be the fair market value of the apartments as determined by arbitration under the rules of the American Arbitration Association. The price shall be paid in cash within thirty (30) days of the determination.

ARTICLE XVIII - REMEDIES IN EVENT OF DEFAULT

A. The owner or owners of each condominium unit shall be governed by and shall comply with the provision of this Declaration of Condominium, and the Articles of Incorporation and By-Laws of the Association, and its Rules and Regulations as any of the same are now constituted or as they may be adopted and/or lawfully amended from time to time. A default by the owner or owners of any condominium unit shall entitle the Association or the owner or owners of other condominium unit or condominium units to the following relief:

1. Failure to comply with any of the terms of the Declaration of Condominium or their restrictions and regulations contained in the Articles of Incorporation or by Laws of the Association, or its Rules and Regulations, 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 the Association, or, if appropriate, by an aggrieved owner of a condominium unit; in any proceeding arising because of an alleged default by the owner of any condominium unit, the Association, or unit owner, if successful shall be entitled to recover the costs of the proceedings, and such reasonable attorneys' fees as may be determined by the Court.

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

3. All rights, remedies and privileges granted to the Association or the owner or owners of a condominium unit pursuant to any terms, provisions, covenants, or conditions of this Declaration of Condominium 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.

4. The failure of the Developer to enforce any right, privilege, covenant or condition which may be granted to it by this Declaration of Condominium or other above mentioned document shall not constitute waiver of the right to thereafter enforce such right, provisions, covenant or condition in the future.

B. In the event of substantial damage to, or destruction of all, or a substantial part of the condominium property, and in the event the property is not repaired, reconstructed or rebuilt within a reasonable period of time, any unit owner shall have the right to petition a Court of equity having jurisdiction in and for the County in which his Condominium lies for equitable relief, which may, but need not necessarily include a termination of the condominium and partition.

ARTICLE XIX - MISCELLANEOUS PROVISIONS & OWNER RESTRICTIONS

A. Occupancy and Use. The unit owner, or owner of a unit, shall occupy and use his condominium parcel as a private dwelling for himself and members of his family and social guests, and for no other purpose.

1. In the event the unit owner is a corporation, the unit shall be occupied and used by those stockholders, officers and directors of the corporation as may have been approved by the Developer or the Management firm, if there is a Management Agreement in effect and thereafter by the Board of Directors of the Condominium Association.

2. The unit owner shall not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the property, or which will obstruct or interfere with the rights of other unit owners or annoy them by unreasonable noises or otherwise; nor shall the unit owner commit or permit any nuisance, immoral or illegal act in or about the condominium property.

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3. The unit owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, or windows of the buildings except with the prior written consent of the Board of Directors, and further, when approved, subject to the rules and regulations adopted by the Board of Directors.

4. No person shall use the common elements, or any part thereof, or a Condominium Unit, or the Condominium property, or any part thereof, in any manner contrary to or not in accordance with such Rules and Regulations pertaining thereto, as from time to time promulgated by the Association.

5. No unit owner shall show signs, advertisements, or notices of any type on the common elements or on his unit or within his unit which said signs, advertisements, or notices are visible from the exterior of the unit, without the prior written consent of the Association, with the exception of 'For Sale' or 'For Rent' signs, the size of which must be approved by the Association.

B. Alterations & Decorations. There shall be no material structural additions or alterations, to the unit or limited common elements, enclosing of balconies, or substantial additions to the common elements, except as the same are authorized by the Board of Directors, as hereinafter provided. In the event such changes are authorized by the Board of Directors, they must also be ratified by the affirmative vote of a majority of the unit owners. No unit owner shall block, hamper or otherwise interfere with the common elements of the property or the operation thereof.

1. Alterations within a unit may be made with the prior written consent of the Association, and any first mortgagee holding a mortgage on the unit.

2. The unit owner shall make no alterations, decorations, door or color changes, nor repair, replace or change the common elements, limited common elements, or any outside or exterior portion of the building, whether within a unit or part of the limited common elements or common elements without the prior written consent of the Association and without obtaining any and all necessary governmental permits. Unit owners may use such contractor or sub-contractor as approved by the Board of Directors and said parties shall comply with all Rules and Regulations adopted by the Board of Directors. The unit owner shall be liable for all damages to another unit, the common elements or the Condominium property caused by the unit owners whether said damages are caused by negligence, accident or otherwise.

3. In the event the owner of a unit fails to maintain the said unit and limited common elements, as required herein, or makes any alterations or additions without the required written consent, or otherwise violates or threatens to violate the provisions hereof, the Association shall have all the rights contained in Article XI and Article XVIII, as well as any other rights granted by statute, including the right to charge and fine as set forth in F.S. 718.303.

4. The Association shall determine the exterior color schemes of the building, and all exteriors, and shall be responsible for the maintenance thereof, and no owner shall paint an exterior wall, door, window, or any exterior surface, or replace anything thereon or affix thereto, without the written consent of the Association.

5. No unit owner may divide, or subdivide his Condominium Unit nor shall any condominium unit, or portion thereof, be added to or incorporated into any other condominium unit.

C. Transfer. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the transfer of any unit by any owner, other than sales by the Developer, shall be subject to the following provisions.

1. Should the unit owner wish to sell, lease, or rent his condominium parcel to anyone who is not his spouse, he shall, before making or accepting any offer to sell, purchase, lease or rent his condominium parcel, deliver to the Board of Directors at the office of the Corporation, a written notice of his intent to sell, lease, or rent, which notice shall contain the terms of the offer he has received, which he wishes to accept or the terms of the offer he is prepared to make, the name and address of the prospective purchaser or tenant and the business, occupation or employment of the offeror. The Board of Directors, within fifteen (15) days after receiving such notice, shall either consent to the transaction specified in said notice, or by written notice to be delivered to the unit owner's unit, designate that the Corporation, one more persons who are unit owners, or any other person or persons satisfactory to the Board of Directors is willing to purchase, lease, or rent upon the said terms as those specified in his notice to the Board of Directors. The stated designee of the Board of Directors shall have fifteen (15) days to close from the date of the notice sent by the Board of Directors upon the same terms specified in the unit owner's notice. Failure of the Directors to designate such person or persons who will close within the said fifteen (15) day period, shall be deemed consent by the Board of Directors to the transaction specified in the unit owner's notice, and the unit owner shall be free to make or accept the offer specified in his notice,

and sell, lease or rent said interest pursuant thereto to the prospective purchaser or tenant named therein within forty-five (45) days after this notice was given. The Board of Directors shall give to the unit owner an instrument in recordable form showing the consent of the Board of Directors of the Corporation to the transfer of the ownership in the apartment. The unit owner shall have no right to sell, lease or rent his interest, or any part thereof, except as expressly provided for herein. The owner of said condominium unit shall not lease or sell said condominium unit to any party other than the party designated to the Board of Directors of the Association in the aforescribed 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 the Association, without again giving the Association the right of first refusal to lease or purchase such condominium unit in the manner above provided. The sub-leasing or sub-renting of said interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The liability of the unit owner under these covenants shall continue notwithstanding the fact that he may have leased or rented said interest as provided herein. Every purchaser, tenant or lessee shall take, subject to this Declaration of Condominium and the By-Laws of the Corporation, and the provisions of the Condominium Act. The provisions of Paragraph "C" of this Article shall be operative until the first day of November, 2031, and shall be automatically extended for successive periods of twenty-one (21) years unless an amendment to this Declaration, signed by a majority of the then unit owners, has been recorded, amending this Declaration, so as to delete the provisions of this Paragraph "C" of this Declaration. Any attempt to re-sell or rent or lease said unit without prior offer to the Board of Directors shall be deemed a breach of this Declaration and shall wholly be null and void, and shall confer no title or interest whatsoever upon the intended purchaser.

2. Any owner who wishes to make a gift of his condominium unit ownership or any interest therein to any person or persons other than his spouse, child, grandchild or parent of the owner, shall give to the Association no less than fifteen (15) days written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name and address of the intended donee and the contemplated date of said gift. The Association shall at all times have the first right and option to purchase such unit ownership or interest therein for cash at fair market value to be agreed upon by the parties and if not so agreed upon, as hereinafter provided, to be determined by arbitration as herein provided, which option shall be exercisable until the date of expiration as provided herein. If, within fifteen (15) days after the expiration of said period, the owner-donor and the Association cannot agree on the fair value of the unit, then a real estate appraiser satisfactory to both the owner and the Association shall be designated to establish the fair market value of the unit. In the event that the owner-donor and Association cannot agree upon a single real estate appraiser satisfactory to both of them within an additional ten-day period, then each of them shall select a real estate appraiser within 10 days, and the two appraisers shall elect a third, and the three appraisers so chosen shall act as a Board of Arbitration. Within 30 days after the appointment of said arbitrator(s), the arbitrator or arbitrators shall determine the market value of the unit ownership or interest therein which the owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the owner and the Association. The Association's option to purchase the condominium unit ownership or interest therein shall expire 30 days after the date of receipt by it of such notice.

3. In the event any condominium unit owner dies leaving a Will devising his condominium or any interest therein to any person or persons other than the surviving spouse, child, grandchild or parent of the owner, or dies intestate and at the time of death the heirs at law of the decedent under the laws of intestate succession are other than those mentioned above, the Association shall have an option to purchase (to be exercised in the manner hereinafter set forth) said condominium unit ownership or interest therein either from the devisee or devisees or distributees thereof or, if a power of sale is conferred by said Will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at the fair market value which is to be determined in the manner set out below.

Within thirty (30) days after the appointment of a personal representative for the estate of a deceased owner, the Association and the personal representative shall agree upon the fair market value of the deceased owner's unit on the date of the death of the deceased owner, if they are able to do so. If the Association and the personal representative are not able to agree on the fair market value, then they shall mutually select a real estate appraiser to act as an arbitrator, to make an appraisal to establish the fair market value. In the event that the personal representative and the Association are unable to select such a real estate appraiser satisfactory to both of them, then each shall select an appraiser and the two appraisers shall select a third, and the three appraisers so chosen shall determine the fair market value. Within 30 days after the appointment of the arbitrator(s), the arbitrator(s) shall determine, by majority vote, the fair market value of the unit or interest therein and shall give written notice of such determination to the Association and said devisee or devisees or distributees, or personal representative, as the case may be. The Association's right to purchase the unit or interest therein at the price determined by the three arbitrators shall expire 80 days after the date of receipt of it of such notice if the personal

representative of the deceased owner is empowered to sell, and shall expire 90 days after the appointment of a personal representative who is not so empowered to sell. The Association shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or distributees or to said personal representative, as the case may be, within the said option periods. Nothing herein contained shall be deemed to restrict the right of the Association or its authorized representative, pursuant to authority given to the Association by the owners as hereinafter provided, to bid at any sale of the unit or interest therein of any deceased owner which is held pursuant to an order or direction of the court having jurisdiction over that portion of the deceased owner's estate which contains his unit or interest therein.

4. Should the interest of a unit owner or Developer become the subject of a bona fide first mortgage in favor of an institutional mortgage lender, as security in good faith, or for value, the holder of such mortgage, upon becoming the owner of such interest through foreclosure, judicial foreclosure sale, or voluntary conveyance in lieu thereof, shall have the unqualified right to sell, lease or otherwise dispose of said interest and the transfer of the fee ownership of said unit, or the lease thereof by such mortgage holder, may be accomplished without the prior approval of the Association, and without any right of first refusal in the Association, notwithstanding any of the provisions of this Declaration of Condominium, but such mortgage holder shall sell or lease and the purchaser or lessee shall take subject to, all of the other provisions of this Declaration of Condominium and the Exhibits attached hereto.

D. Restrictions.

1. No owner of a "Condominium Parcel" may exempt himself from liability for his contribution towards the common expenses by waiver of the use and enjoyment of any of the "common elements", or by the abandonment of his "Condominium Unit".

2. No unit owner shall attempt to convey his undivided interest in the common elements which are appurtenant to each condominium unit separately from the condominium unit to which it is appurtenant. The undivided interest in the common elements appurtenant to each condominium unit shall be deemed conveyed, devised, encumbered or otherwise included with the condominium unit to which it is appurtenant, even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering, otherwise dealing with such condominium unit. Any conveyance, mortgage or other instrument which purports to effect the transfer, conveyance, devise or encumbrance, or which purports to grant any right, interest, or lien in, to, or upon a Condominium Unit, shall be null, void and of no effect insofar as the same purports to affect any interest in common elements, unless the same purports to convey, devise, encumber or otherwise treat or deal with the entire condominium unit and its appurtenances. Any instrument conveying, devising, encumbering or otherwise dealing with the condominium unit which describes said condominium unit by the designation assigned thereto in EXHIBIT "B", without limitation or exception, shall be deemed and construed to affect the entire condominium unit and its appurtenant undivided interest in the common elements. Nothing herein contained shall be construed as limiting or preventing ownership of any condominium unit and its appurtenant undivided interest in the common elements by more than one person or entity as tenants in common, joint tenants, or tenants by the entirety.

3. No unit owner shall have an action for partition of the common elements, except as stated in Article XVIII, Paragraph B.

4. No unit owner shall attempt in any manner to divest himself of his interest in the condominium unit and its appurtenances except by conveyance of his total interest in the condominium unit and its appurtenances.

5. No judicial sale of a unit nor any interest therein shall be valid unless:

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

b. The sale is a result of a public sale with open bidding.

6. Nothing set forth in this Declaration shall be construed as limiting the Developer's rights established in Article XII.

7. In addition to other obligations and duties heretofore set out in this Declaration, every unit owner shall:

a. Promptly pay the assessments levied by the Association.

b. Maintain in good condition and repair his unit and all interior surfaces within or surrounding his apartment unit and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his unit (such as electricity and water).

c. Be allowed to keep any pets, birds or other animals in his unit and the common elements except as provided by the regulations established by the Association, if any.

d. Conform and abide by the By-Laws and uniform rules and regulations promulgated by the Board of Directors of the Association.

e. Make no repairs to any plumbing or electrical wiring within a unit except by plumbers or electricians authorized to do such work by the management company or the Association. Plumbing and electrical repairs within a unit shall be the financial obligation of the owners of the unit and paid for forthwith, whereas the Corporation shall pay for and be responsible for plumbing repairs and electrical wiring within the common elements, except as stated elsewhere herein.

8. Mortgages.

a. No apartment owners may mortgage his apartment or any interest therein without the approval of the Association except to an institutional mortgagee. The approval of any other mortgage may be granted upon conditions determined by the Association, or may be arbitrarily withheld. This provision shall not be construed so as to prevent the Developer or Association from accepting a Purchase Money Mortgage as a part of the purchase price of a unit nor prevent a unit owner from accepting a Purchase Money Mortgage from an approved purchaser.

b. Where an institutional first mortgage by some circumstance fails to be a first mortgage, but it is evident that it is intended to be a first mortgage, it shall nevertheless for the purpose of this Declaration and Exhibits annexed hereto, be deemed to be an institutional mortgage.

ARTICLE XX - RELINQUISHMENT OF CONTROL OF THE ASSOCIATION

A. The Developer covenants that when unit owners other than the Developer own 15% or more of the units that will be operated ultimately by the Association, that the unit owners other than the Developer shall be entitled to elect not less than one-third of the members of the Board of Administration of the Association. The Developer further covenants that the unit owner, other than the Developer, shall elect not less than a majority of the members of the Board of Administration of the Association three (3) years after sales by the Developer have been closed on 50% of the units that will ultimately be operated by the Association, or three (3) months after sales have been closed by the Developer on 90% of the units that will be operated ultimately by the Association, or when all of the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the unit are being offered for sale by the Developer in the ordinary course of business, or when some of the units have been conveyed to purchasers and none of the others being constructed are offered for sale by the Developer in the ordinary course of business, whichever shall first occur. The Developer shall be entitled to elect not less than one (1) member of the Board of Administration of the Association as long as the Developer holds for sale, in the ordinary course of business, 5% of the units in the condominium ultimately to be operated by the Association.

B. Within sixty (60) days after unit owners other than Developers are entitled to elect a member or members of the Board of Administration of the Association, the Association, shall call and give not less than thirty (30) days nor more than forty (40) days notice of a meeting of the unit owners for this purpose. In the event the Association fails to call such meeting and to give notice, any unit owner may do so.

C. If the Developer holds any units for sale in the ordinary course of business, none of the following actions may be taken by the Association without the approval of the Developer in writing.

1. Assessments of the Developer as a unit owner for capital improvements.

2. Any action by the Association that would be detrimental to the sales of units by the Developer; provided, however that any increase in assessments for common expenses without discriminating against the Developer shall not be deemed to be detrimental to the sales of units.

D. The Developer, at such time as he is required to relinquish control to the Association, or at such time that he does in fact relinquish control of the Association, shall deliver to the Association all

property of the unit owners and the Association held by or controlled by the Developer including but not limited to the following items:

1. Original or certified copy or photocopy of the recorded Declaration, Association Articles of Incorporation, By-Laws, Minute Books, other corporate books and records of the Association, if any, and any house rules and regulations which may have been promulgated.
2. Resignation of officers and members of the Board of Directors who may be required to resign by reason of the Developers relinquishing control.
3. Accountings for Association funds.
4. Association funds or control thereof.
5. All tangible personal property that is represented by the Developer to be a part of the common elements, or that is ostensibly a part of the common elements, or that is property of the Association and inventories of these properties.
6. As-built plans and specifications for construction of improvements and equipment, and for construction and installation of all mechanical components servicing the improvements and the site, certified by the Developers or an architect or engineers authorized to practice in the State of Florida that the plans represent the building and other improvements as constructed or remodeled.
7. Insurance policies.
8. Certificates of Occupancy or their equivalent.
9. Other permits issued by governmental bodies within the last year.
10. Warranties of the contractor, sub-contractor, suppliers, and manufacturers that are still effective.
11. Roster of unit owners and their addresses and telephone numbers, if known.
12. Leases.
13. Employment contracts.
14. Service contract.
15. Other contracts.
16. A list of names and addresses of all contractors, subcontractors, and suppliers utilized in the construction and landscaping of the Condominiums.
17. Any other items required to be turned over pursuant to Florida Statutes.

ARTICLE XXI - TITLES

Articles and paragraph titles inserted throughout this Declaration are intended only as a manner of convenience and for reference and in no way define, limit, or in any way affect this Declaration, or define, limit or in any way affect the content of the Articles and Paragraphs.

ARTICLE XXII - LIBERAL CONSTRUCTION

The provisions of this Declaration of Condominium shall be liberally construed to effectuate its purpose of creating a uniform plan of Condominium ownership. It is the intention of the Developers that this Declaration of Condominium and the provisions hereof, as well as the provisions of all Exhibits hereto, shall comply with the Florida Condominium Act, Chapter 718, as amended, and if there be any direct conflict between the provisions of this Declaration or any of the Exhibits hereto and the said Condominium Act, then the provisions of the Condominium Act shall govern, and if there shall ever be a question as to the interpretation of any of the provisions of this Declaration or the Exhibits hereto, same shall be interpreted in accordance with the intent of the Developer in such manner that any such questions would conform to the Condominium Act, and against any interpretation which would not be in conformance with the said Condominium Act.

ARTICLE XXIII - SEVERABILITY

If any provision of this Declaration, or of the By-Laws attached thereto, or the Condominium Act, is held invalid, the validity of the remainder of this Declaration, or of the By-Laws attached hereto, or of the condominium Act, shall not be affected thereby.

ARTICLE XXIV - NOTICES

Whenever notices are required to be sent hereunder, the same shall be sent to the unit owner, at their place of residence in the Condominium building, unless the unit owner has, by written notice duly receipted for, specified a different address, and to the Association by Certified Mail in care of Guy T. Rizzo, c/o Dennis A. Koltun, Esq., 7101 SW 102 Ave., Miami, Fl. 33173, and to the Developers in care of Guy T. Rizzo, c/o Dennis A. Koltun, Esq., 7101 SW 102 Ave., Miami, Fl. 33173. All notices shall be deemed and considered sent when mailed. Any party may reserve the right to change the place of notice to him, or it, by written notice, in accordance with the terms and provisions of this Article.

ARTICLE XXI - FORM OF DEED

There is attached hereto and made a part hereof and designated Exhibit "G" the form of Warranty Deed which will be used to convey title to the individual condominium units in this Condominium.

ARTICLE XXVI - ATTORNEYS FEES

In the event anyone violates the provisions of this Declaration or the Articles of Incorporation of the Association, The By-laws of the Association, or the Rules and Regulations, and an affected party is required to obtain the services of any attorney, then the violator shall be responsible for the reasonable attorney fees of the affected party whether suit be brought or not, including any attorney fees incurred in connection with an appeal.

IN WITNESS WHEREOF, Lake Smart, Ltd., a Florida Limited Partnership, has hereunto set its hand and seal this 29 day of DEC, 1991.

Signed, Sealed, and Delivered
in the presence of:

Lou J. Pagana
Lou J. Pagana

LAKE SMART, LTD., a Florida limited Partnership

BY: Guy T. Rizzo
LAKE SMART, INC., GENERAL PARTNER
GUY T. RIZZO, PRESIDENT

Charmaine Cheatham
Charmaine Cheatham

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared GUY T. RIZZO, President of Lake Smart, Inc., to me known to be the person described in and who executed the foregoing Articles of Incorporation and he acknowledged that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this day of 1991.

Charmaine C. Cheatham
NOTARY PUBLIC - Charmaine C. Cheatham
STATE OF FLORIDA AT LARGE

My Commission Expires: July 4, 1993



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WINTER RIDGE CONDOMINIUM

That part of Section 9, Township 28 South, Range 26 East, Polk County, Florida being particularly described as follows:

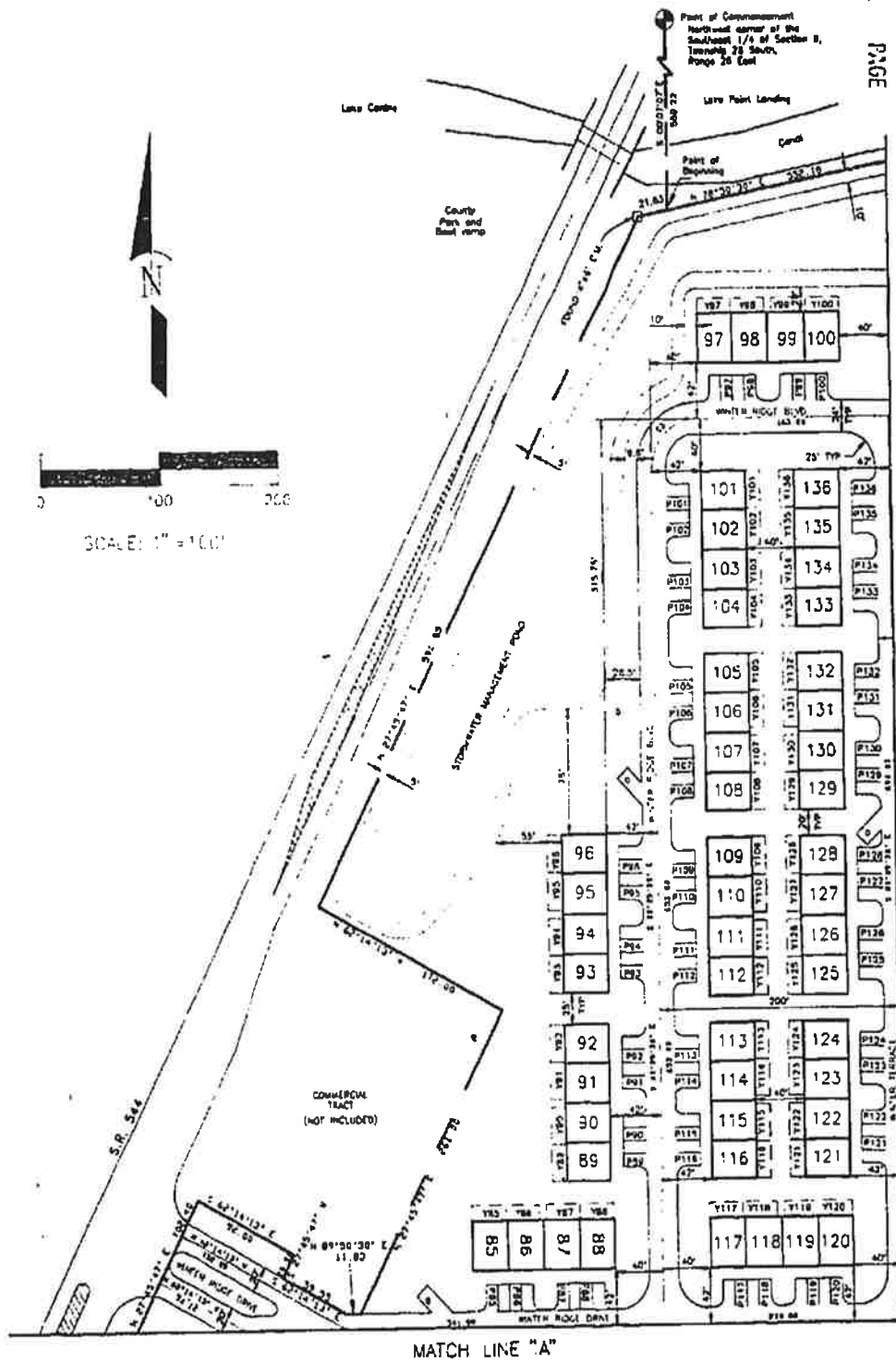
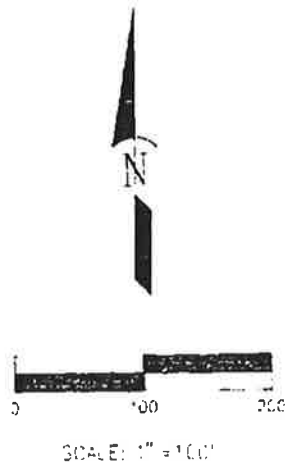
Commence at the Northwest corner of the Southeast 1/4 of Section 9, Township 28 South, Range 26 East, Polk County, Florida; thence South 00° 07' 07" East along the West boundary of said Southeast 1/4, 559.22 feet to the Point of Beginning, said point being 10 feet South of the South bulkhead of the Lake Conine-Lake Smart Canal; thence North 78° 50' 30" East, parallel with said bulkhead, 552.18 feet to Point "A", being a concrete monument located at the water line of Lake Smart; thence meander Southerly along the water of said lake, 1,510 feet, more or less, to a point located South 12° 35' 54" East, 1,510.02 feet from Point "A"; thence South 89° 50' 30" West, 12 feet, more or less, to a concrete monument at the top of the bank of Lake Smart; thence continue South 89° 50' 30" West, 1,589.07 feet to a concrete monument on the Southeasterly right-of-way boundary of State Road 544; thence North 27° 45' 47" East, along said right-of-way boundary, 702.40 feet; thence South 62° 14' 13" East, 92.00 feet; thence South 27° 45' 47" West, 20.00 feet; thence South 62° 14' 13" East, 59.55 feet; thence North 89° 50' 30" East, 11.83 feet; thence North 27° 45' 47" East, 261.00 feet; thence North 62° 14' 13" West, 172.00 feet to an iron rod and cap No. LB 5450 on the Southeasterly right of way boundary of State Road 544; thence North 27° 45' 47" East 590.65 feet to a concrete monument; thence North 78° 50' 30" East, 21.83 feet to the Point of Beginning.

Containing 36.521 acres, more or less



WINTER RIDGE CONDOMINIUM

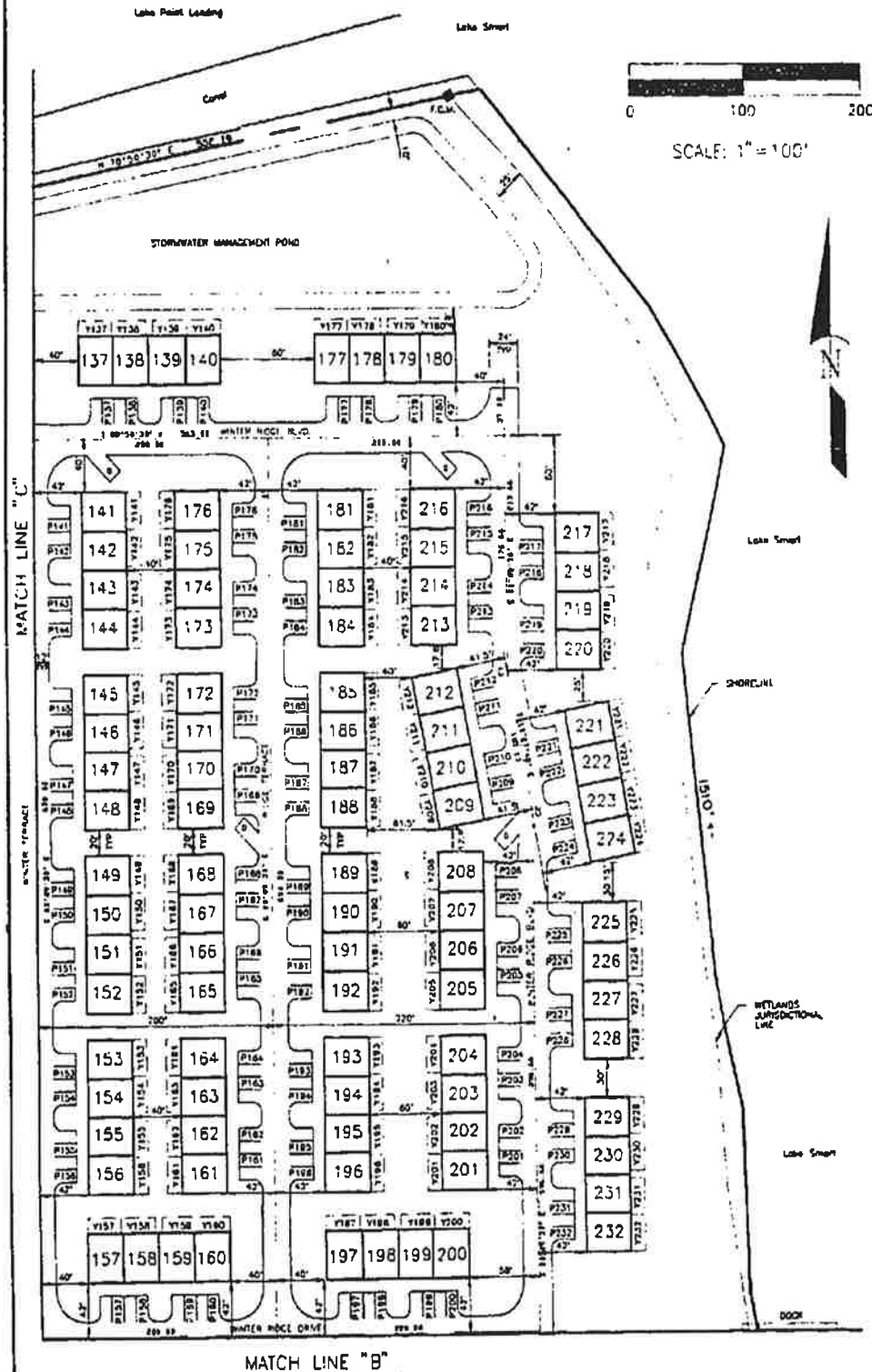
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The SURVEY CREW
FLA. DEPT. PROF. REG. NO. LB 3450
2105 DUNDUE ROAD
P.O. BOX 9306/WINTER HAVEN
FLORIDA 33883-9306
(813) 298-0900

EXHIBIT "B"
SHEET 1 OF 13

WINTER RIDGE CONDOMINIUM



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The
SURVEY CREW
P.L.A. DEPT. PROF. REG. NO. LD 5450
2105 BUNDEL ROAD
P.O. BOX 8309/WINTER HAVEN
FLORIDA 33883-8309
(813) 299-8900

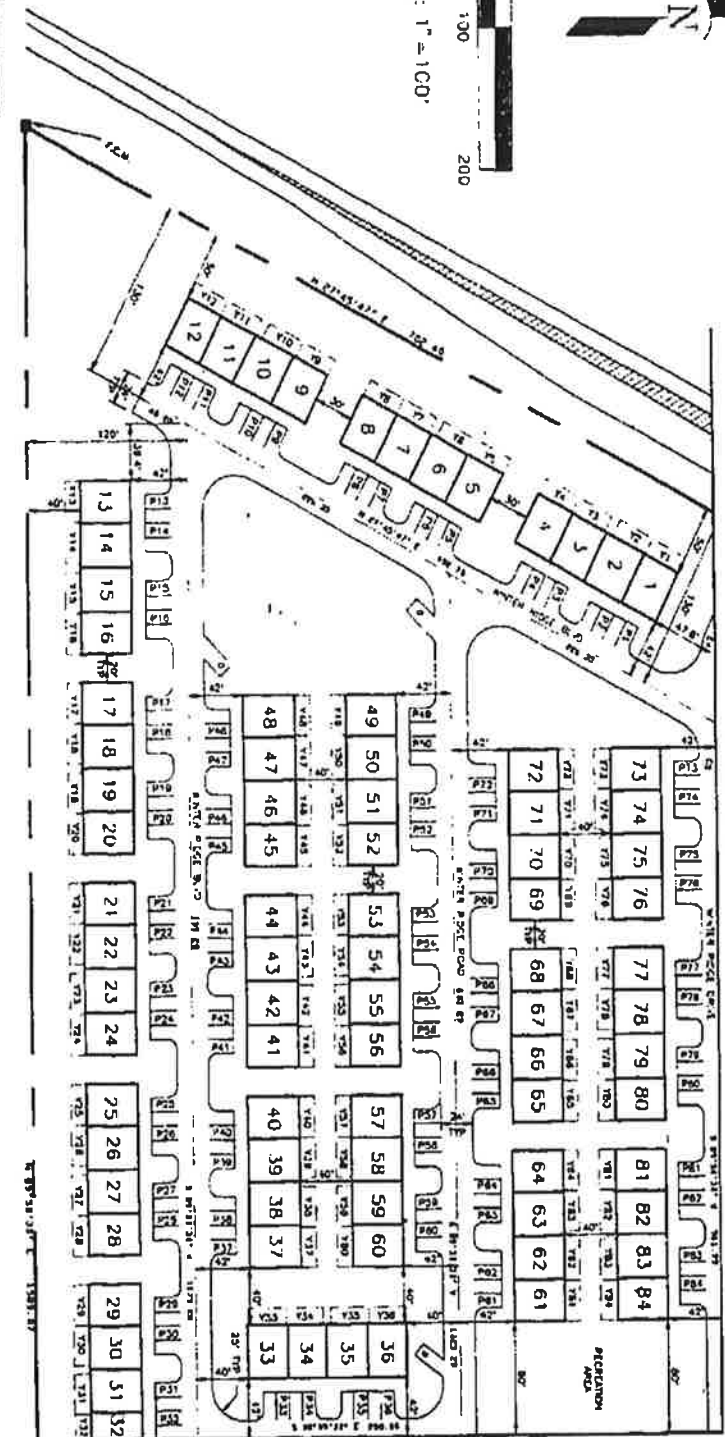
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WINTER RIDGE CONDOMINIUM



SCALE: 1" = 100'



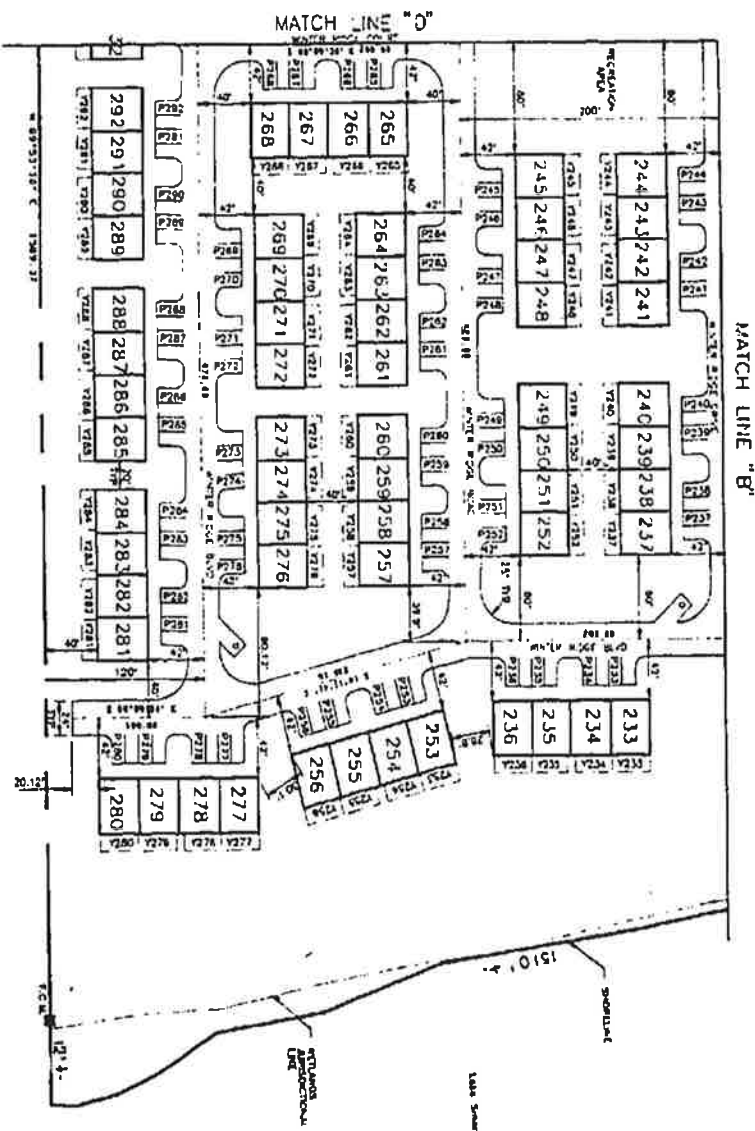
SURVEY CREW
T. J. S. & S. J. S.
P. O. BOX 1000
FLORENCE, AL 36508
(404) 799-9900

EXHIBIT "B"
SHEET 3 OF 13

WINTER RIDGE CONDOMINIUM



SURVEY CREW
T.E.
P.L.A. 6691 PROJ. REC. NO. 18 3105
3105 CANALE ROAD
P.O. BOX 9023/WINTER HAVEN
FLORIDA 33883-9023
(813) 288-1900



WINTER RIDGE CONDOMINIUM

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LEGEND

F.C.M. = Found Concrete Monument
D = Dumpster Area

ε CURVE TABLE

CURVE	DELTA	RADIUS	ARC LENGTH	BEARING	CHORD
C1	10°18'17"	37.00	6.65	S 05°18'38" E	6.65
C2	10°18'17"	37.00	6.65	S 05°18'38" E	6.65
C3	90°00'00"	37.00	58.12	S 44°50'29" W	52.33
C4	27°55'17"	35.00	17.06	N 76°11'51" W	16.89
C5	27°55'17"	25.00	12.18	N 76°11'51" W	12.06

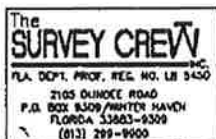
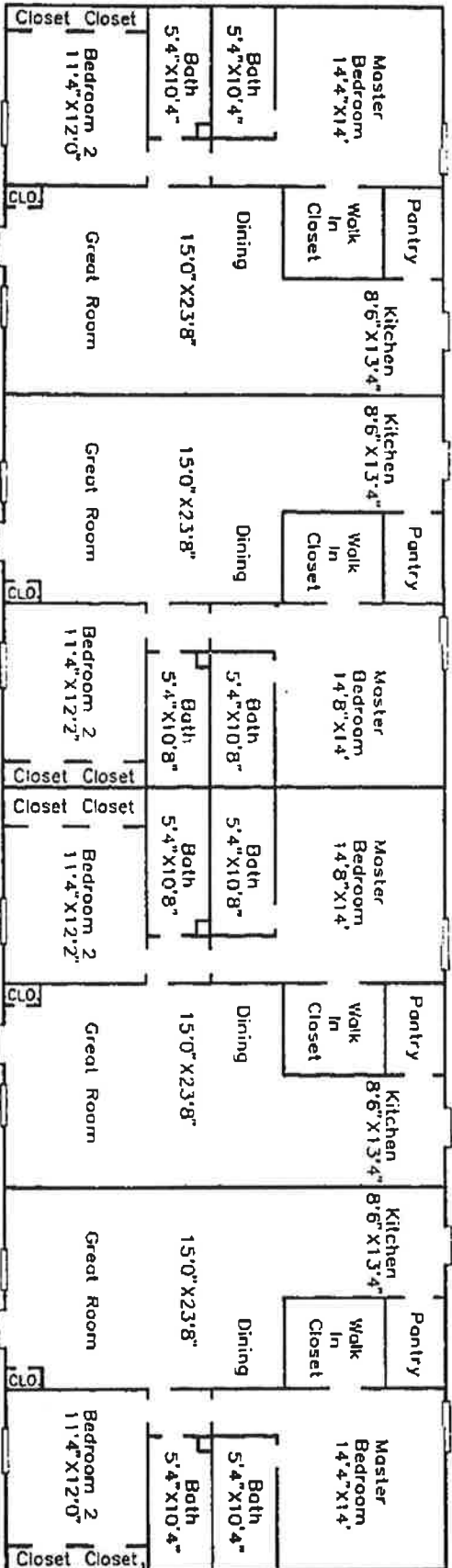
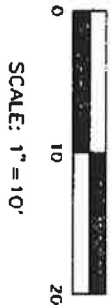


EXHIBIT "B"
SHEET 5 OF 13

WINTER RIDGE CONDOMINIUM

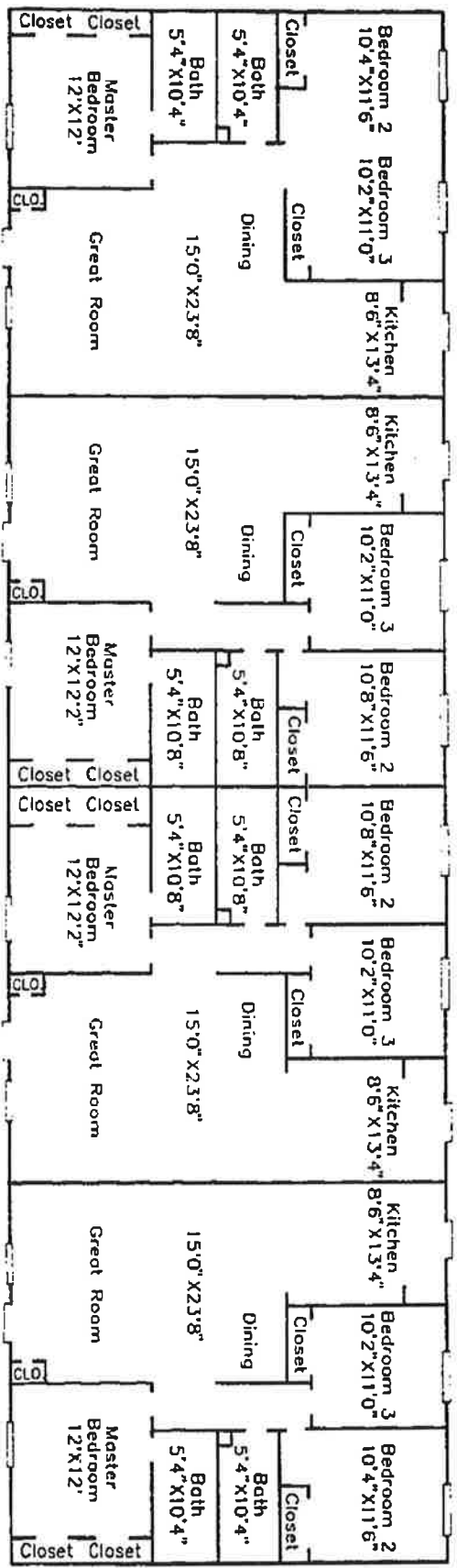


The SURVEY CREW
P.O. BOX 1000, 1000
1000 1000, 1000
(603) 380-1200

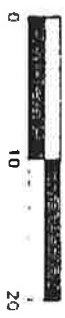


"TYPICAL 2 BEDROOM FLOOR PLAN"

WINTER RIDGE CONDOMINIUM



The SURVEY CREW
P.L. OFF. REC. NO. 12 5155
2103 OAKCREST ROAD
ROOM 100
FARMINGTON, CT 06030
(813) 253-3200



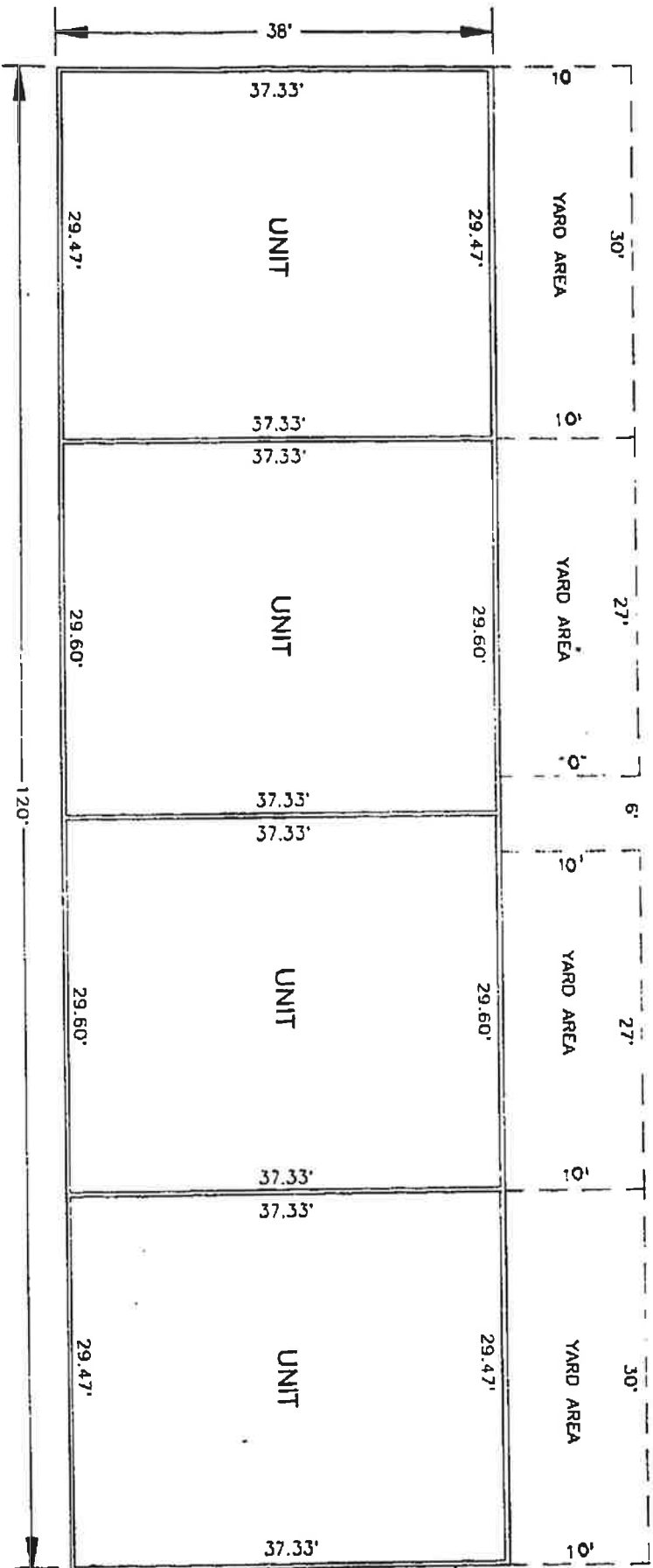
SCALE: 1" = 10'

"TYPICAL 3 BEDROOM FLOOR PLAN"

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WINTER RIDGE CONDOMINIUM



THE SURVEY CREW
FLA. SEPT. PRIC. REC. NO. 18 5150
P.O. BOX 13201/PAVED ROAD
TALLAHASSEE, FL 32309
(904) 228-4100

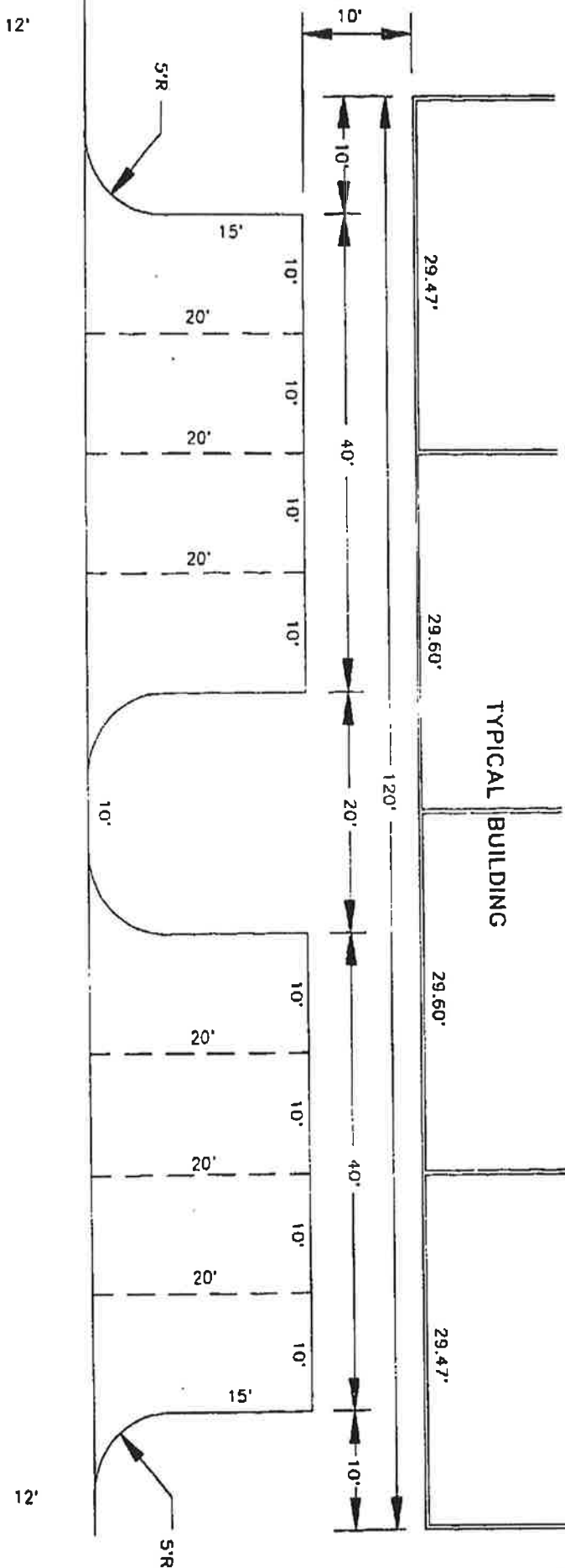


SCALE: 1" = 10'

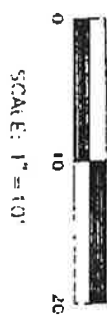
TYPICAL BUILDING

EXHIBIT "B"
SHHET 8 OF 13

WINTER RIDGE CONDOMINIUM



THE SURVEY CREW
 P.L.A. CPT. 1997 REC. NO. 10 1110
 P.O. BOX 9007/WINTER PARK
 FLORIDA 32789-9007
 (407) 298-1500



TYPICAL PARKING AREA

EXHIBIT "B"
 SHEET 9 OF 13

WINTER RIDGE CONDOMINIUM

CONDOMINIUM NOTES

- 1) Dimensions shown herein within each individual "unit" are to the interior finished and/or decorated surface of the perimeter walls.
- 2) The upper and lower boundaries of each unit shall be in the following boundaries extended to an intersection of the perimeter boundaries: Upper boundary—the horizontal plane of the undecorated finished ceiling. Lower boundary—the horizontal plane of the undecorated finished floor. Perimeter boundaries—the perimeter boundaries of the unit shall be the vertical plane of the undecorated finished interior walls bounding the unit extended to the intersection with each other and with the lower boundaries.
- 3) Elevations shown herein refer to "National Geodetic Vertical Datum" and are expressed in feet.
- 4) Dimensions and elevations shown herein are subject to normal construction tolerances.
- 5) "Common Elements" means the portions of the condominium property not included in the individual units. Common Elements include:
 1. Easements for the units for conduits, pipe ducts, plumbing, wiring and other facilities for the furnishing of utility service to units and common elements; and
 2. Easements of support in every part of each unit which contributes to the support of the improvements. The term "common elements" when used throughout the Declaration, shall include limited common elements. The term common elements does not include conduits, pipe, ducts, plumbing, wiring, air conditioning equipment or other facilities which service or apply to only one unit although some may be located in the common elements.
- 6) "Limited Common Elements" (LCE) means those common elements which are reserved for the use of a certain unit or units, to the exclusion of others units as specified in the Declaration. These LCE's are designated by the letters P & Y and the unit numbers on the site plan.
- 7) Refer to "Declaration of Condominium of Winter Ridge Condominium" for detailed explanations and definitions of "Unit" and various other parts of the "Condominium Property" and restrictions, limitations, and easements affecting same.

EASEMENT NOTES

- 1) Tampa Electric Company, its successors or assigns, is hereby granted an easement for the installation and maintenance of electric power service throughout the common elements to the units shown herein.
- 2) The City of Winter Haven is hereby granted an easement throughout the common elements for the installation and maintenance of utility service lines and fixtures.
- 3) General Telephone Company of Florida, its successors or assigns, is hereby granted an easement throughout the common elements for the installation and maintenance of telephone service to the units shown herein.
- 4) Cable Television is hereby granted an easement throughout the common elements for the installation and maintenance of television service to the units shown herein.

SURVEYOR'S CERTIFICATION

I hereby certify that the construction of the improvements described herein is not substantially complete. This material, together with the Declaration of Condominium describing the condominium property, is an accurate representation of the location and dimensions of the proposed improvements and that the identification, location, and dimensions of the common elements can be determined from these materials.

Mark J. McCarthy, P.L.S.
Florida License No. 4651

Date

**The
SURVEY CREW**
P.L.S. CREW, INC. REC. NO. 12 3456
2103 OAKHURST ROAD
P.O. BOX 309/FAIRBANKS, ALASKA
99701
(907) 325-8900

EXHIBIT "B"
SHEET 10 OF 13

WINTER RIDGE CONDOMINIUM

3047 2266
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UNITS	ELEVATION OF LOWER LIMITS OF UNIT	ELEVATION OF UPPER LIMITS OF UNIT
1 THROUGH 4		
5 THROUGH 8		
9 THROUGH 12		
13 AND 14		
15 AND 16		
17 AND 18		
19 AND 20		
21 THROUGH 24		
25 THROUGH 28		
29 THROUGH 32		
33 THROUGH 36		
37 THROUGH 40		
41 THROUGH 44		
45 AND 46		
47 AND 48		
49 AND 50		
51 AND 52		
53 THROUGH 56		
57 THROUGH 60		
61 THROUGH 64		
65 THROUGH 68		
69 AND 70		
71 AND 72		
73 AND 74		
75 AND 76		
77 THROUGH 80		
81 THROUGH 84		
85 THROUGH 88		
89 AND 90		
91 AND 92		
93 AND 94		
95 AND 96		
97 THROUGH 100		
101 AND 102		
103 AND 104		
105 AND 106		
107 AND 108		
109 AND 110		
111 AND 112		
113 AND 114		
115 AND 116		
117 THROUGH 120		
121 AND 122		
123 AND 124		
125 AND 126		

The
SURVEY CREW
P.L.A. DEPT. PROF. REG. NO. LB 5450
2105 DUNDIE ROAD
P.O. BOX 8309/WINTER HAVEN
FLORIDA 33863-8308
(813) 298-8900

EXHIBIT "B"
SHEET 11 OF 13

WINTER RIDGE CONDOMINIUM

3047 2267
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UNITS	ELEVATION OF LOWER LIMITS OF UNIT	ELEVATION OF UPPER LIMITS OF UNIT
127 AND 128		
129 AND 130		
131 AND 132		
133 AND 134		
135 AND 136		
137 THROUGH 140		
141 AND 142		
143 AND 144		
145 AND 146		
147 AND 148		
149 AND 150		
151 AND 152		
153 AND 154		
155 AND 156		
157 THROUGH 160		
161 AND 162		
163 AND 164		
165 AND 166		
167 AND 168		
169 AND 170		
171 AND 172		
173 AND 174		
175 AND 176		
177 THROUGH 180		
181 AND 182		
183 AND 184		
185 AND 186		
187 AND 188		
189 AND 190		
191 AND 192		
193 AND 194		
195 AND 196		
197 AND 198		
199 AND 200		
201 AND 202		
203 AND 204		
205 AND 206		
207 AND 208		
209 THROUGH 212		
213 AND 214		
215 AND 216		

WINTER RIDGE CONDOMINIUM

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UNITS	ELEVATION OF LOWER LIMITS OF UNIT	ELEVATION OF UPPER LIMITS OF UNIT
217 THROUGH 220		
221 THROUGH 224		
225 AND 226		
227 AND 228		
229 AND 230		
231 AND 232		
233 THROUGH 236		
237 AND 238		
239 AND 240		
241 THROUGH 244		
245 THROUGH 248		
249 AND 250		
251 AND 252		
253 THROUGH 256		
257 AND 258		
259 AND 260		
261 AND 262		
263 AND 264		
265 THROUGH 268		
269 AND 270		
271 AND 272		
273 AND 274		
275 AND 276		
277 THROUGH 280		
281 AND 282		
283 AND 284		
285 AND 286		
287 AND 288		
289 THROUGH 292		

The
SURVEY CREW
FLA. DPT. PROF. REG. NO. LB 5450
2105 DUPONT ROAD
P.O. BOX 5309/WINTER HAVEN
FLORIDA 33863-0309
(813) 298-9900

EXHIBIT "B"
SHEET 13 OF 13

PROPORTION OF OWNERSHIP OF COMMON ELEMENTS
APPURTENANT TO EACH UNIT AND PROPORTION OF
SHARING COMMON EXPENSES AND COMMON SURPLUS

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Each unit owner shall own a one/two-hundred ninety-second (1/292) undivided share in the common elements appurtenant to each condominium unit, and shall share common expenses and own common surplus in proportion to its ownership of an undivided interest in the common elements. There are 292 units in this condominium; and, therefore, the total ownership in the undivided share of the common elements and the manner of sharing of common expenses and owning common surplus equals 100%.

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of WINTER RIDGE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on August 12, 1991, as shown by the records of this office.

The document number of this corporation is N44651.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
13th day of August, 1991.



CR2EQ22 (2-91)

Jim Smith
Secretary of State

ARTICLES OF INCORPORATION
OF
WINTER RIDGE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.
A NON-PROFIT CORPORATION

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1991 AUG 12 AM 8:53
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
3047 2271
P.O. OFF. REC. PAGE

The undersigned, for the purposes of forming a non-profit corporation in accordance with the laws of the State of Florida, acknowledges and files these Articles of Incorporation in the office of the Secretary of State of Florida.

ARTICLE I
CORPORATE NAME

The name of this corporation shall be Winter Ridge Condominium Homeowners Association, Inc. For convenience, the corporation shall herein be referred to as the "Association".

ARTICLE II
REGISTERED AGENT AND INITIAL REGISTERED OFFICE

The Initial Registered Agent and the street address of the corporation in the State of Florida will be:

GUY T. RIZZO
123 WISTERIA DRIVE
LONGWOOD, FLORIDA 32779

ARTICLE III
CORPORATION'S PRINCIPAL OFFICE

The location of its initial principal office in the State of Florida is 123 Wisteria Drive, Longwood, Florida, 32779. The Board of Directors may, from time to time, move the principal office of the corporation to any other address in the State of Florida. The Board of Directors may, from time to time, move the Registered Office to any other address in the State of Florida.

ARTICLE IV
PURPOSES AND POWERS

The purposes for which this corporation is formed and the powers of this corporation are as follows:

- A. To establish and collect assessments from the unit owners and members for the purpose of operating, maintaining, repairing, improving, reconstructing and administering the condominium property, and to perform the acts and duties desirable for apartment house management for the unit and common elements in Winter Ridge Condominium located on the lands described in the Winter Ridge Condominium Declaration of Condominium.
- B. To carry out the duties and obligations and receive the benefits given the Association by the "Declaration of Condominium" of Winter Ridge Condominium.
- C. To establish By-Laws for the operation of the condominium property; to provide for the form of administration of the Association and rules and regulations for governing same; and to enforce the provisions of the Condominium Act, the Condominium Declaration, these Articles, and the By-Laws of the Association and the rules and regulations of the Association.
- D. To contract for the management of the Condominium and to delegate to any party with whom such contract may be entered the powers and duties of the Association except those which require specific approval of the Board of Directors or members.
- E. To lease recreation facilities and common elements.
- F. To have all of the common law and statutory corporate powers permitted under Florida Law not in conflict with these Articles, including, the capacity to contract, bring suit and be sued, and those provided by the "Condominium Act of the State of Florida" and the Condominium Declaration of Winter Ridge Condominium. No part of the income of this corporation shall be distributed to the members, directors and officers of the corporation.

ARTICLE V

MEMBERS

Section 1. All unit owners of a condominium parcel in Winter Ridge Condominium shall automatically be members, and their memberships shall automatically terminate when they are no longer owners of a unit. If a member should sell his unit (apartment) under the provisions of the Declaration; the grantee from such member will automatically acquire membership in the Association. Membership certificates are not required and will not be issued.

Section 2. The owners of all condominium units (apartments) shall have one vote in all meetings, elections or deliberations of the Association. A corporation or individual with an interest in more than one unit may be designated the voting member for each unit in which it or he owns an interest.

Section 3. The share of a members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

ARTICLE VI

EXISTENCE

The corporation shall have perpetual existence.

ARTICLE VII

SUBSCRIBERS

The names and addresses of the subscribers are as follows:

Guy T. Rizzo	Louis J. Pagana	J.T. Gluffrida
123 Wisteria Dr.	180 Archers Point	207 Riverbend Drive
Longwood, Florida	Longwood, Florida	Longwood, Florida

ARTICLE VIII

DIRECTORS

Section 1. The affairs and property of this corporation shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than nine (9) persons. The first Board of Directors shall have three (3) members and in the future, the number will be determined from time to time in accordance with the provisions of the By-Laws of the Corporation.

Section 2. Directors shall be elected by the voting members in accordance with the By-laws at the regular annual meeting of the membership of the corporation, in the manner set out by the By-Laws. Directors shall be elected to serve for a term of one year. In the event of a vacancy, the elected directors may appoint an additional director to serve the balance.

The first election of Directors shall be held on the first day of the month following the month in which unit owners, other than the Developer, are entitled to elect not less than a majority of the Directors of the Association as hereinafter set forth. The Directors named in these Articles shall serve until the first election of Directors, and any vacancies in office occurring before the first election shall be filled by the remaining Directors.

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

- A. Three (3) years after sales by the Developer have been closed on fifty (50%) percent of the condominium units that will be operated by the Association; or,
- B. Three (3) months after sales have been closed by the Developer on ninety (90%) percent of the units that will be operated by the Association; or,
- C. When all of the units that will be operated by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business.

Section 3. All officers shall be elected by the Board of Directors in accordance with the By-laws at the regular annual meeting of the Board of Directors as established by the By-laws, to be held immediately following the annual meeting of the membership. The Board of Directors shall elect from among the

members a President, Secretary, Treasurer and other such officers as it shall deem advisable, consistent with the corporate By-Laws. The President shall be elected from among the membership of the Board of directors but no other officer need be a Director.

ARTICLE IX

OFFICERS

Subject to the direction of the Board, the affairs of the Association shall be administered by the officers designated in the By-Laws, who shall serve at the pleasure of said Board of Directors. The names and addresses of the officers who shall serve until the first election following the first annual meeting of the Board of Directors are as follows:

GUY T. RIZZO, President
123 Wisteria Dr., Longwood, Florida
LOUIS J. PAGANA, Secretary
180 Archers Point, Longwood, Florida
J.T. GIUFFRIDA, Vice President
207 Riverbend Dr., Longwood, Florida

ARTICLE X

FIRST BOARD OF DIRECTORS

The following persons shall constitute the first Board of Directors, and shall hold office and serve until their successors are elected at the first regular annual meeting of the members, subject to the provisions for continued directional service as contained in ARTICLE VII:

GUY T. RIZZO
LOUIS J. PAGANA
J.T. GIUFFRIDA

ARTICLE XI

BY-LAWS

The By-Laws of this corporation shall be adopted by the first Board of Directors and attached to the Condominium Declaration to be filed in the Public Records of Polk County, Florida, which By-Laws may be altered, amended or rescinded at any duly called meeting of the members in the manner provided by the By-Laws.

ARTICLE XII

AMENDMENTS

Section 1. Proposals for the alteration, amendment or rescission of these Articles of Incorporation which do not conflict with the Condominium Act or Declaration of Condominium may be by a majority of the Board of directors or a majority of the voting members. Such proposals shall set forth the proposed alteration, amendment or recession, shall be in writing, filed by the Board of Directors or a majority of members, and delivered to the President, who shall thereupon call a Special Meeting of the corporation not less than ten (10) days nor later than sixty (60) days from receipt of the proposed amendment, the notice of which shall be given in the manner provided in the By-laws. At the meeting in which a quorum as set forth in the By-Laws is present, an affirmative vote of a majority of the Board of Directors and an affirmative vote of fifty-one (51%) of qualified votes of members of the corporation present at said meeting shall be required for the requested alteration, amendment or recession.

Section 2. Any voting member may waive any or all of the requirements of this Article as to notice by the Secretary or proposals to the President for alteration, amendment or recession of these Articles, either before, at or after a membership meeting at which a vote is taken to amend, alter or rescind these Articles in whole or in part.

ARTICLE XIII

INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expense and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection

with any proceeding or any settlement thereof, 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 or 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 a settlement, the indemnification herein shall apply only when the Board of Director approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

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IN WITNESS WHEREOF, I have hereunto set my hand and seal at Winter Haven, Polk County, Florida, this 7 day of Aug, 1991.

Signed, Sealed and Delivered
In the presence of

[Signature] Joan M. Roe
[Signature] ESTHER M. SILVA
[Signature] Joan M. Roe
[Signature] ESTHER M. SILVA
[Signature] Joan M. Roe
[Signature] ESTHER M. SILVA

[Signature]
GUY T. RIZZO

[Signature]
LOUIS J. PAGANA

[Signature]
J.T. GIUFFRIDA

STATE OF FLORIDA
COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Guy T. Rizzo, Louis J. Pagana, and J.T. Giuffrida, to me known to be the persons described in and who executed the foregoing Articles of Incorporation and they acknowledged that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 7 day of Aug, 1991.

[Signature]
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Feb. 2, 1994
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(SEAL)

FILED
1991 AUG 12 AM 8:53
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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CERTIFICATE DESIGNATING PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

That WINTER RIDGE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with its principal office, as indicated in the Articles of Incorporation, at Longwood, Seminole County, Florida, has named GUY T. RIZZO located at 123 Wisteria Drive, Longwood, Florida, 32779, as its agent to accept service of process within this state.

ACKNOWLEDGEMENT:

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


GUY T. RIZZO

BY-LAWS OF
WINTER RIDGE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

GENERAL

Section 1. The Name:

The name of the corporation shall be Winter Ridge Condominium Homeowner's Association, Inc.

Section 2. The Principal Office:

The principal office of the corporation shall be 123 Wisteria Drive, Longwood, Florida 32779, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the corporation shall be kept thereat.

Section 3. Definition:

As used herein, the term "corporation" shall be the equivalent of "association" as defined in the Condominium Declaration, and the words "property", "unit owner", and "condominium" are defined as set forth in the Condominium Declaration to which these By-Laws are attached.

ARTICLE II

DIRECTORS

Section 1. Number and Term:

The number of directors which shall constitute the whole board shall not be less than three (3) nor more than nine (9). Until succeeded by directors elected at the first annual meeting of members, directors need not be members; thereafter, all directors shall be members. Within the limits above specified, the number of directors shall be determined by the members at the annual meeting. The directors shall be elected to serve for the term of one (1) year, or until his successor shall be elected and shall qualify. The first Board of Directors shall have three (3) members. The term of the original directors shall be as set forth in the Declaration of Condominium which provides for termination of control of the association.

Section 2. Vacancy and Replacement:

If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at a special meeting of directors duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred. If both the developer and unit owners are entitled to representation on the Board then Rule 7D-23.001(12), F.A.C. shall apply.

Section 3. Removal:

Subject to the rights of the developer, directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all unit owners.

Section 4. First Board of Directors:

The first Board of Directors shall consist of

Guy T. Rizzo
Louis J. Pagana
J.T. Giuffrida

who shall hold office and exercise all powers of the Board of Directors until the first membership meeting, anything herein to the contrary notwithstanding; provided, however, that any or all of said directors shall be subject to replacement in the event of resignation or death as above provided.

Section 5. Powers:

The property and business of the corporation shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the Certificate of Incorporation,

or the Declaration to which these By-Laws are attached. The Powers of the Board of Directors shall specifically include, but not be limited to the following:

- A. To make and collect regular and special assessments and establish the time within which payment of same are due.
- B. To use and expend the assessments collected to maintain, care for and preserve the units and condominium property, except those portions thereof which are required to be maintained, cared for and preserved by the unit owners.
- C. To purchase the necessary equipment and tools required in the maintenance, care and preservation of the property referred to above.
- D. To enter into and upon the units when necessary and at as little inconvenience to the owner as possible in connection with such maintenance, care and preservation.
- E. To insure and keep insured said condominium property in the manner set forth in the Declaration, against loss from fire and/or other casualty, and the unit owners against public liability, and to purchase such other insurance as the Board of Directors may deem advisable or as required by law in cases such as fidelity bonds.
- F. To collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the unit owners for violations of these Bylaws and the terms and conditions of the Declaration.
- G. To employ and compensate such personnel as may be required for the maintenance and preservation of the property.
- H. To make reasonable rules and regulations for the occupancy of the condominium parcels.
- I. To acquire and/or rent and/or lease a condominium parcel in the name of the corporation or designee.
- J. To contract for management of the condominium and to delegate to such other party all powers and duties of the Association except those specifically required by the Condominium documents to have specific approval of the Board of Directors or membership.
- K. To carry out the obligations of the Association under any restrictions and/or covenants running with any land submitted to the Condominium ownership of this Association or its members.
- L. To obtain certificate of compliance from a licensed electrical contractor as evidence of compliance of the Condominium units to the Condominium Fire and Safety Code.
- M. To charge fees for approvals of sales, mortgages, leases, subleases or other transfers.
- N. To charge an administrative late fee on a delinquent assessment installment.

Section 6. Compensation.

Neither directors nor officers shall receive compensation for their services as such.

Section 7. Meetings.

- A. The first meeting of each board newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the general members' meeting, and immediately after the adjournment of same.
- B. Special meetings shall be held whenever called by the direction of the President or a majority of the Board. The Secretary shall give notice of each special meeting either personally, by mail or telegram, at least three (3) days before the date of such meeting, but the directors may waive notice of the calling of the meeting.
- C. Meetings of the Board of Administration shall be open to all unit owners and notices of meeting shall be posted conspicuously forty-eight (48) hours in advance for the attention of the unit owners, except in an emergency.

D. A majority of the Board shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at the meeting, the Director then present may adjourn the meeting until a quorum shall be present.

E. Minutes of all meetings of the Board of Administration shall be kept in a business-like manner and be available for inspection by unit owners and Board members at all reasonable times.

Section 8. Order of Business.

The order of business at all meetings of the Board shall be as follows:

- A. Roll Call
- B. Reading of Minutes of Last Meeting.
- C. Consideration of communication
- D. Resignations and elections
- E. Reports of officers and employees
- F. Reports of committees
- G. Unfinished business
- H. Original resolutions and new business
- I. Adjournment

Section 9. Annual Statement.

The Board shall present, no less often than at the annual meeting, a full and clear statement of the business and condition of the corporation, including a report of the operating expenses of the corporation and the assessment paid by each member.

ARTICLE III

OFFICERS

Section 1. Executive Officers:

The executive officers of the corporation shall be a President, Treasurer and Secretary, all of whom shall be elected annually by said Board. Any two (2) of said officers may be united in one person, except that the President shall not also be the Secretary or an Assistant Secretary of the corporation. The President shall be a director. If the Board so determines, there may be more than one Vice President.

Section 2. Subordinate Officers.

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

Section 3. Tenure of Officers; Removal:

All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors, which may delegate such powers to any officer.

Section 4. The President:

A. If present, the President shall be Chairman of and shall preside at all meetings of the members and directors; he shall have general and active management of the business of the corporation except that which is delegated; shall see that all orders and resolutions of the Board are carried into effect; and shall execute Bonds, Mortgages and other contracts requiring a seal of the corporation. The seal, when affixed, shall be attested by the signature of the Secretary.

B. He shall have general superintendence and direction of all the other officers of the corporation, and shall see that their duties are performed properly.

C. He shall submit a report of the operations of the corporation for the fiscal year to the Directors (whenever called for by them) and to the members at the annual meeting, and from time to time shall report to the Board all matters within his knowledge which the best interests of the corporation may require to be brought to their notice.

D. He shall be an ex officio member of all committees, and shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.

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Section 5. The Secretary:

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

Section 6. The Treasurer:

- A. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation, and shall deposit all monies and other valuable effects in the name and to the credit of the corporation, in such depositories as may be designated by the Board of Directors.
- B. He shall disburse the funds of the corporation as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of his transactions as Treasurer and of the financial condition of the corporation.
- C. He may be required to give the corporation a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the corporation, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or to the property of whatever kind in his possession belonging to the corporation.

ARTICLE IV

VACANCIES AND RESIGNATIONS

If the office of the President, Vice-President, Secretary or Treasurer, one or more, becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors by a majority vote of the whole Board of Directors provided for in these By-Laws, may choose a successor or successors who shall hold office for the unexpired term. If the number of Directors falls below the minimum provided for in these By-Laws, a special members' meeting shall be called for the purpose of filling such vacancies in the Board of Directors.

Any director or other officer may resign his office at any time in writing, which shall take effect from the time of its receipt by the Corporation, unless some other time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE V

MEMBERSHIP

Section 1. Definition:

Each unit owner shall be a member of the Corporation, and membership in the Corporation may be transferred only as an incident to the transfer of the transferor's condominium parcel, and his undivided interest in the common elements of the condominium, and such transfer shall be subject to the procedures set forth in the Declaration.

ARTICLE VI

MEETINGS OF MEMBERSHIP

Section 1. Place:

All meetings of the corporate membership shall be held at the office of the Corporation or such other place as may be stated in the notice.

Section 2. Annual Meeting.

- A. The first annual meeting shall occur during the month of January, 1992.
- B. Regular annual meetings, subsequent to the first annual meeting shall be held during the month of January.
- C. All annual meetings shall be held at such hour and on such day as the Board of Administration may determine.
- D. At the annual meeting, the members, by a plurality vote (cumulative voting prohibited) shall elect a Board of Directors and transact such other business as may properly come before the meeting.
- E. Written notice of the annual meeting shall be served upon or mailed to each member entitled to vote thereat at such address as appears on the books of the corporation, at least fourteen (14) days prior to the meeting, and notice of said meeting shall be posted conspicuously fourteen (14) days in advance.
- F. Minutes of all meetings of unit owners shall be kept in a business-like manner and available for inspection by unit owners and Board Members at all reasonable times.

Section 3. Membership List:

At least ten (10) days before every election of directors, a complete list of members entitled to vote at said election, with residence of each, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days and throughout the election at the office of the corporation, and shall be open to examination by any member throughout such time.

Section 4. Special Meetings:

- A. Special Meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of ten (10%) percent of the members. Such request shall state the purpose or purposes of the proposed meeting.
- B. Written notice of a Special Meeting of members, stating the time, place and object thereof, shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation, at least five (5) days before such meeting.
- C. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5. Quorum:

Thirty-Three and One Third (33 1/3) of the total number of members of the corporation, present in person or represented by written proxy shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, by the Certificate of Incorporation or by these By-Laws. If, however such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 6. Vote Required to Transact Business:

When a quorum is present at any meeting, a majority of the votes cast, in person or represented by written proxy, shall decide any question brought before the meeting, unless the question is one upon which, by express provision of the statutes, or the Declaration of Condominium or of the Certificate of Incorporation or of these By-Laws a different vote is required, in which case such express provisions shall govern and control the decision of such question.

Section 7. Right to Vote:

All unit owners shall be entitled to one (1) vote. At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof. If more than one (1) person or a corporation owns a unit, they may file a certificate with the Secretary naming the person authorized to cast votes for

said unit. If same is not on file, the vote of such owner who is present shall be considered. Corporations and Partnerships shall have the right to membership in the Association, and the President of any corporation shall be the voting party unless a certificate is filed as set forth above.

Section 8. Waiver and Consent:

Whenever the vote of members at a meeting is required or permitted by any provisions of the statutes or the Certificates of Incorporation or for these By-Laws to be taken in connection with any action of the corporation, the meeting and vote of members may be dispensed with, if all members who would have been entitled to vote upon the action of such meeting, if such meeting were held, shall consent in writing to such action being taken, except for the annual meeting, which shall be held.

Section 9. Order of Business:

The order of business at annual members meetings, and as far as practical, at other member's meeting will be:

1. Election of Chairman;
2. Roll Call;
3. Proof of Notice of Meeting or Waiver of Notice;
4. Reading of Minutes of Prior Meeting;
5. Officers Reports;
6. Committee Reports;
7. Elections;
8. Unfinished Business;
9. New Business;
10. Adjournment

ARTICLE VII

NOTICES

Section 1. Definition:

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

Section 2. Service of Notice - Waiver:

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

Section 3. Address:

The address for notice to the corporation is 123 Wisteria Drive, Longwood, Florida 32779.

ARTICLE VIII

FINANCES

Section 1. Fiscal Year:

The fiscal year shall be the calendar year.

Section 2. Checks:

All checks or demands for money and notes of the corporation shall be signed by any one of the following officers: President, Secretary or Treasurer, or by such officer or officers, or such other person or persons, as the Board of Director may from time to time designate. The Board of Directors by resolution may require more than one (1) signature.

Section 3. Determination of Assessments:

A. Thirty (30) days prior to the meeting at which the budget will be considered by the Board of Directors, a copy of the proposed annual budget of common expenses shall be mailed to the unit owners along with notice of the time and place at which such meeting of the Board of Directors to

consider the budget shall be held. If a budget is adopted by the Board of Directors which requires assessments against the unit in any fiscal or calendar year exceeding one hundred and fifteen percent (115%) of such assessments for the preceding year, upon written application of ten percent (10%) of the unit owners, a special meeting of the unit owners shall be held upon not less than ten (10) days written notice to each unit owner, but within thirty (30) days of the delivery of such application to the Board of Directors or any member thereof, at which special meeting unit owners may consider and enact a revision of the budget, or recall any and all members of the Board of Administration and elect their successors. However, a revision of the budget or the recall of any and all members of the Board of Directors, at the unit owners meeting called in accordance with the above provision, shall require a vote of not less than a majority of the whole number of votes of all unit owners. The Board of Directors may in any event propose a budget to the unit owners at a meeting of members or by writing, and if such budget be approved by the unit owners at the meeting, or by a majority of their whole number by writing such budget shall not thereafter be reexamined by the unit owners in the manner hereinabove set forth, nor shall the Board of Administration be recalled under the terms of this section. In determining whether assessments exceeding 115% of similar assessments in prior years, there shall be excluded in the computation any provision for reasonable reserves made by the Board of Directors in respect to repair or replacement of the condominium property or in respect to anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis and there shall be excluded from such computation, assessments for betterments to the condominium property.

Provided, however, that so long as the developer is in control of the Board of Directors, the Board shall not impose an assessment for a year greater than one hundred fifteen percent (115%) of the prior fiscal or calendar year's assessment without approval of a majority of the unit owners.

B. When the Board of Directors has determined the amount of any assessment, the Secretary-Treasurer of the Corporation shall mail or present a statement of the assessment to each of the owners. All assessments shall be payable to the corporation, and upon request, the Secretary-Treasurer shall give a receipt for each payment made.

C. The Board of Directors may authorize the President to enter into a management contract with third parties to whom the power to levy and collect assessments and do other acts and things referred to herein or in the Declaration or Articles of Incorporation may be delegated.

D. Notwithstanding anything in these By-Laws or the Condominium Declaration, which authorizes expenditures, no expenditure for the improvement of the common elements exceeding Five Thousand Dollars (\$5,000.00) per annum shall be made without the approval of seventy-one percent (71%) of the membership, except for the repair of the condominium property due to casualty loss.

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

ARTICLE IX

DEFAULT

In the event a unit owner does not pay any sums, charges, or assessments required to be paid to the corporation within thirty (30) days from the due date, the corporation, acting on its own behalf or through its Board of Directors, may enforce its lien for assessments to take such other action to recover the sums, charges, or assessments to which it is entitled in accordance with the Declaration and the statutes made and provided.

If the corporation becomes the owner of a unit by reason of foreclosure, it shall offer said unit for sale and at such time as a sale is consummated, it shall deduct from the proceeds of said sale all sums of money due it for assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorneys' fees and any and all expenses incurred in the resale of the unit, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the unit in question.

In the event of violation of the provisions of the Declaration, corporate charter, or By-Laws, as the same are or may hereafter be constituted, for thirty (30) days after notice from the Association to the unit owners to correct said breach or violation, the corporation, on its own behalf or by and through its Board of Directors may bring appropriate action to enjoin such violation or may enforce the provision of said documents, or may sue for damages, or take such other courses of action, or other legal remedy as it, or they, may deem appropriate.

In the event such legal action is brought against a unit owner and results in a judgment for the Plaintiff, the Defendant shall pay the Plaintiff's reasonable attorney's fees and court costs.

Each unit owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the corporation and regardless of the availability of the other equally adequate legal procedures.

ARTICLE X

JOINT OWNERSHIP

Membership may be held in the name of more than one owner. In the event ownership is in more than one person, all of the joint owners shall be entitled collectively to only one voice or ballot in the management of the affairs of the corporation, and the vote may not be divided between plural owners. If the owners are unable to agree upon their ballot upon any subject, at any meeting, they shall lose their right to vote on such subject; but if all of said owners shall not be present at the meeting either in person or by proxy, the one or ones so present shall cast the vote of all such owners.

ARTICLE XI

AMENDMENT

These By-Laws may only be altered, amended or added to at any duly called meeting of the members; provided (1), that notice of the meeting shall contain a full statement of the proposed amendment; and (2) that the quorum requirement for such purposes shall be a majority of all the then members, in person or by proxy, unless the affected provision requires a greater vote by members in which case said provision shall control.

ARTICLE XII

FINANCIAL INFORMATION

The Association shall make available for inspection to unit owners, institutional mortgagees and insurers or guarantors of first mortgages, during normal business hours, the current copies of the Declaration, By-Laws, all Rules and Regulations promulgated by the Board, all amendments thereto, the books, records and financial statements for the Association. Any party described above wishing to make such inspection shall first make a written request to the Association. Additionally, any Institutional Mortgagee, upon written request, is entitled to receive a financial statement for the fiscal year immediately preceding.

ARTICLE VIII

CONSTRUCTION

Whenever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

Should any of the covenants herein imposed be void or be or become, enforceable at law or in equity, the remaining provisions of this instrument shall nevertheless be and remain in full force and effect.

The foregoing were adopted as the By-Laws of Winter Ridge Condominium Homeowners Association, Inc., at the first meeting of its Board of Directors.

By: _____

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RULES AND REGULATIONS PROMULGATED BY THE ASSOCIATION

The following list of Rules and Regulations promulgated by the Association shall govern the use of the family units located on condominium property, as well as the use of the common elements and limited common elements and the conduct of all the unit owners hereof. (Herein, unit owners shall mean owners, residents, lessees, guests, etc., as the context may permit.)

1. Condominium parcels shall be used only for residential purposes. Unit owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to others. Unit owners shall not create or permit any disturbance or unsightly condition which shall interfere with the rights, comforts, or conveniences of others. Common elements shall not be obstructed, littered, defaced or misused in any manner, and shall be kept free from rubbish, debris and other unsightly materials.

2. No unit owner shall show signs, advertisements, or notices of any type on the common elements or on his unit or within his unit which said signs, advertisements, or notices are visible from the exterior of the unit, without the prior written consent of the Association, with the exception of "For Sale" or "For Rent" signs, no larger than 2'X 2', placed in living room windows. No storage sheds or receptacles may be placed on the limited common elements except the limited common elements starting with a "Y" designation and then no storage shed or receptacle may exceed the height of the fence enclosing said area. All trash and garbage placed in the trash bins must be contained in plastic bags or containers, securely tied. Trash, such as mattresses, chairs, sofas and other large items of furniture, etc., shall not be placed in receptacles, and shall be removed from the confines of Winter Ridge Condominium by the particular resident involved. All boxes must be broken down. Anyone found violating this provision may be liable for any special collection costs. No outside antennas or satellite dishes are permissible. No outside clotheslines may be erected and nothing shall be hung out or exposed on any part of the common elements.

3. Interior alterations may be made only with prior written consent of the Association and any first mortgagee holding a mortgage on the unit. Unit owners may not make any alterations, door or color changes, nor repair, replace, change, decorate or LANDSCAPE any common or limited common area, nor add any room or patio, without the PRIOR approval of the Association. No owner shall paint an exterior wall, door, window, or any exterior surface or affix anything thereto (including screen doors and patios) without the written consent of the Association.

4. The following shall apply to PETS occupying a unit as well as visiting a unit and using the common elements: Pets shall be restricted to fish, birds, hamsters, gerbils, small turtles, guinea pigs, cats or dogs. No more than two (2) cats or two (2) dogs (or one of each), shall be permitted in any unit at any time. In common elements, dogs and cats shall be on a leash at all times. Pets found running loose shall be reported to the county and/or city and may be picked up and impounded by the county and/or city. The pet owner and/or custodian of the pet shall immediately remove his or her pet from Winter Ridge Condominium when such pet emits excessive noise, after proper notice is given. The pet owner and unit owner shall be held liable for damages caused to the common elements and Association property by the pet. Any pet owner's right to have a pet reside or visit Winter Ridge Condominium shall have such right revoked if the pet shall create a nuisance or shall become a nuisance as may be determined by the Board of Directors of the Association in its sole discretion.

5. Except in areas that may be designated by the Board, no motor homes, campers, boats, RV trailers, tow trailers or any vehicle larger than a one ton van shall be parked within the boundaries of Winter Ridge Condominium. Each owner and resident must park in his or her assigned parking space (s) and may not park in assigned space (s) belonging to others. No vehicle shall be parked on any grass area. No double parking shall be permitted. Posted speed limits must be observed. Except for safety measures, horns should not be used or blown while a vehicle is parked or driving through Winter Ridge Condominium. No self-powered vehicle which appears to be unable to operate on its own power shall remain within Winter Ridge Condominium for more than twenty-four (24) hours, and no repair work or oil changes may be made to vehicles within Winter Ridge Condominium.

Remedy of towing. If any offending vehicle owner does not remove a prohibited or improperly parked vehicle from Winter Ridge Condominium that is in violation of the rules of the Association, the Association shall have the option and right to have the vehicle towed away at the vehicle owner's expense.

6. Owners are strictly responsible to ensure that their employees, agents, lessees, sublessees, guests, visitors, etc., or any occupants of their units do not cause damage to the common property and comply with the Declaration, Articles, By-Laws and these Rules and Regulations of the Association; as amended from time to time; and the Statutes which apply; and as such, are responsible and liable to the Association for such damage and violations of the aforesaid documents by their employees, agents, lessees, sublessees, guests, visitors, children, etc., or any occupants of their units. Owners and Residents shall notify the Board of Directors of any of their guest(s) or visitor(s) staying more than seven (7) consecutive days.

7. Any violation of these Rules and Regulations shall entitle the Association to the same remedies provided for in the Declaration of Condominium as to violation of the covenants for Winter Ridge Condominium and any additional remedies provided for by law. Furthermore, the Association shall be entitled to reasonable costs and attorneys fees incident to the enforcement of these Rules and Regulations.

This Instrument Prepared by:
Guy T. Rizzo, Esq.
123 Wisteria Drive
Longwood, Florida 32779

WARRANTY DEED

WARRANTY DEED made this _____ day of _____, 199__, between LAKE SMART, Ltd.,
a Florida Limited Partnership, hereinafter called Grantor, and _____ whose

Post Office Address is _____
of the City of _____, State of _____, hereinafter called the Grantee.

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and
valuable consideration to it in hand paid by the Grantee, the receipt of which is hereby acknowledged,
has granted, bargained, and sold to the Grantee, his heirs and assigns forever, the following described
Condominium parcel, lying and being in Polk County, Florida, to-wit:

Condominium Parcel No. _____ of WINTER RIDGE CONDOMINIUM, according to the
Declaration of Condominium thereof, recorded in Official Records Book _____, at Page _____,
of the Public Records of Polk County, Florida, and any Amendment(s) thereto.

The conveyance is subject to the following:

1. Real Estate Taxes for the year 199__ and subsequent years.
2. Conditions, restrictions, limitations and easements of record.
3. The terms and conditions of the Declaration of Condominium described above and each
and every exhibit attached thereto.
4. Zoning ordinances of Polk County, Florida.
5. Purchase Money First Mortgage in favor of Home Savings Bank of Florida, Inc., in the
amount of \$ _____.
6. Any recorded or unrecorded easements in favor of utility companies and/or telephone and
telegraph companies.

The Grantor does hereby fully warrant title to the aforescribed condominium parcel and will
defend same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Guy T. Rizzo, President of LAKE SMART, INC., a Florida Corporation, the
General Partner of LAKE SMART, LTD., has hereunto set his hand and seal this _____ day of
_____, 1991.

Signed, Sealed and Delivered
in the presence of:

LAKE SMART LTD., a Florida Limited Partnership

By: _____
GUY T. RIZZO, PRESIDENT
LAKE SMART, INC., a Florida Corporation
General Partner

Printed Signature

Printed Signature

STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid
and in the County aforesaid to take acknowledgments, personally appeared GUY T. RIZZO, to me known
to be the person described in and who executed the foregoing instrument and he acknowledged that he
executed the same under the authority duly vested in him by said entity.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of
1991.

NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

My Commission Expires:

Printed Signature

(SEAL)

CONSENT OF MORTGAGEE

HOME SAVINGS BANK, F. S. B., a United States Corporation,
being the holder of that certain mortgage dated October 2, 1991,
and recorded October 8, 1991, in O. R. Book 3021, Page 2297,
Public Records of Polk County, Florida, hereby consents to the
filing of the foregoing Declaration of Condominium establishing
Winter Ridge Condominium, in accordance with the requirements of
Section 718.104, Florida Statutes.

3047 2286
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Signed, Sealed and Delivered
in the Presence of:

Jerold Kne
JEROLD KNEE
Dolores Servais
DOLORES SERVAVIS

HOME SAVINGS BANK, F. S. B.
BY: *Thomas M. Wohl*
Thomas M. Wohl, Pres.

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this
3 day of December, 1991, by Thomas M. Wohl
as President, of Home Savings Bank, F. S. B. on
behalf of said bank.

My commission expires:

Dolores Servais
Notary Public DOLORES SERVAVIS



NOTARY PUBLIC
DOLORES SERVAVIS
COM. EX. 12/17/95

FILED, RECORDED, AND
RECORD VERIFIED
E. D. "Bud" DIXON, Clk. Cir. Ct.
POLK COUNTY, FLA.
BY *JD* D.C.

FIRST AMENDMENT OF THE DECLARATION OF
CONDOMINIUM OF WINTER RIDGE CONDOMINIUM

3076 2250
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1992 MAR 17 PM 1:12

031098

The undersigned, being the Developer of WINTER RIDGE
CONDOMINIUM, pursuant to that certain Declaration of Condominium
for WINTER RIDGE CONDOMINIUM filed December 26, 1991, in Official
Records Book 3047, Page 2235 et seq. of the Public Records of Polk
County, Florida, does hereby amend the said Declaration of
Condominium, pursuant to Florida Statute 718.104, for the purpose
of including in Exhibit "B" of the Declaration of Condominium, the
Elevations and Engineering Certificate for Units 1 through 60,
inclusive of WINTER RIDGE CONDOMINIUM attached hereto.

Dated this 6th day of March, 1992.

Signed, sealed, and delivered

Louis J. Pagana
Signature

Louis J. Pagana
Printed Signature

Charmaine Cheatham
Signature

Charmaine Cheatham
Printed Signature

LAKE SMART, LTD.
a Florida Limited Partnership
By: Guy T. Rizzo
Guy T. Rizzo, President
LAKE SMART, INC.
a Florida Corporation
General Partner

Guy T. Rizzo
Printed Signature

2550 S.R. 544
Post Office Address

Winter Haven, Fl 33811 9.00
DEPT 291 1.50
2145 H
CHECKS 10.50
03/17/92 0592ARIM

STATE OF FLORIDA

COUNTY OF POLK

I hereby Certify that on this day, before me, an Officer duly
authorized to administer oaths and take acknowledgements, personally
appeared Guy T. Rizzo, President. of Lake Smart, Ltd., General Partner,
of Lake Smart, Inc., known to me to be the person described in and who
executed the same, that I relied upon the following form of identifi-
cation of the above-named person: Florida Drivers License and that an
oath was taken.

WITNESS my hand and official seal in the County and State afore-
said this 6th day of March, 1992.

(Notary Seal)

My Commission Expires: 7/4/93

This instrument prepared by:

Guy T. Rizzo, Esquire
2550 S.R. 544
Winter Haven, Fl 33881

Charmaine G. Cheatham
Notary Signature

Charmaine G. Cheatham
Printed Notary Signature

9.00
1.50
10.50 PR

WINTER RIDGE CONDOMINIUM

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UNITS	ELEVATION OF LOWER LIMITS OF UNIT	ELEVATION OF UPPER LIMITS OF UNIT
1 THROUGH 4	148.00	154.00
5 THROUGH 8	148.82	154.82
9 THROUGH 12	148.05	156.05
13 AND 14	153.02	161.02
15 AND 16	156.00	164.00
17 AND 18	157.02	165.02
19 AND 20	159.07	167.07
21 THROUGH 24	160.90	168.90
25 THROUGH 28	161.89	169.89
29 THROUGH 32	162.99	170.99
33 THROUGH 36	163.49	171.49
37 THROUGH 40	162.68	170.68
41 THROUGH 44	160.92	168.92
45 AND 46	158.99	166.99
47 AND 48	156.02	164.02
49 AND 50	154.89	162.89
51 AND 52	158.05	166.05
53 THROUGH 56	159.92	167.92
57 THROUGH 60	161.97	169.97
61 THROUGH 64		
65 THROUGH 68		
69 AND 70		
71 AND 72		
73 AND 74		
75 AND 76		
77 THROUGH 80		
81 THROUGH 84		
85 THROUGH 88		
89 AND 90		
91 AND 92		
93 AND 94		
95 AND 96		
97 THROUGH 100		
101 AND 102		
103 AND 104		
105 AND 106		
107 AND 108		
109 AND 110		
111 AND 112		
113 AND 114		
115 AND 116		
117 THROUGH 120		
121 AND 122		
123 AND 124		
125 AND 126		

SURVEYOR'S CERTIFICATION:

I hereby certify that the construction of units 1 through 60 described herein is substantially complete. This material, together with the Declaration of Condominium describing the condominium property, is an accurate representation of the location and dimensions of the proposed improvements and that the identification, location, and dimensions of the common elements can be determined from these materials.

Mark J. McCarthy
Mark J. McCarthy, P.L.S.
Florida License No. 4831

2/11/92
Date

The SURVEY CREW
FLA. DEPT. PROF. REG. NO. LB 5400
2165 DUNCE ROAD
P.O. BOX 8309/WINTER HAVEN
FLORIDA 33883-8309
(813) 299-8800

FILED, RECORDED, AND
RECORD VERIFIED
E.D. "Bud" DIXON, Ch. Cl. Ct.
POLK COUNTY, FLA.
BY *[Signature]* D.C.

EXHIBIT "B"
SHEET 11 OF 13

WINTER RIDGE CONDOMINIUMS
This instrument prepared by:
Guy T. Rizzo, Esquire
2550 S.R. 544
Winter Haven, FL 33881

SECOND AMENDMENT OF THE DECLARATION OF
CONDOMINIUM OF WINTER RIDGE CONDOMINIUM

The undersigned, being the Developer of WINTER RIDGE
CONDOMINIUM, pursuant to that certain Declaration of Condominium
for WINTER RIDGE CONDOMINIUM filed December 26, 1991, in Official
Records Book 3047, Page 2235, et seq. of the Public Records of Polk
County, Florida, does hereby amend the said Declaration of
Condominium, pursuant to Florida Statute 718.104, for the purpose
of including in Exhibit "B" of the Declaration of Condominium, the
Elevations and Engineering Certificate for Units 85 through 88
inclusive, and Units 253 through 292 inclusive, and the typical
Building Plan designated as Exhibit B, Sheet 8 of 13, as same
pertains to Units 61 through 292 inclusive of WINTER RIDGE
CONDOMINIUM.

Dated this 16th day of May, 1994.

Signed, sealed and delivered
in the presence of:

Joan M. Poe
Signature
Printed Signature

LAKE SMART, LTD.,
a Florida Limited Partnership

By: Guy T. Rizzo
Guy T. Rizzo, President
Lake Smart, Inc.,
A Florida Corporation
General Partner
GUY T. RIZZO
Printed Signature
2550 S.R. 544
Post Office Address
Winter Haven, FL 33881

Ginger E. Cunningham
Signature
Printed Signature

STATE OF FLORIDA
COUNTY OF POLK

I hereby Certify that on this day, before me, an officer duly
authorized to administer oaths and take acknowledgements,
personally appeared Guy T. Rizzo, President, of Lake Smart, Ltd.,
General Partner of Lake Smart, Inc., known to me to be the person
described in and who executed the same, that I relied upon the
following form of identification of the above-named person: Florida
Drivers License and that an oath was taken.

Witness my hand and official seal in the County and State
aforesaid this 16 day of May, 1994.

Joan M. Poe
Notary Signature
Printed Notary Signature



JOAN M. POE
MY COMMISSION # 00342528 EXPIRES
February 2, 1995
BONDED WITH TROY FARM INSURANCE, INC.

17.00
2.50
14.50

3389 1060
POLK OFF. REC. PAGE

1994 MAY 17 AM 9:59

065412

WINTER RIDGE CONDOMINIUM

UNITS	ELEVATION OF LOWER LIMITS OF UNIT	ELEVATION OF UPPER LIMITS OF UNIT
217 THROUGH 220		
221 THROUGH 224		
225 AND 226		
227 AND 228		
229 AND 230		
231 AND 232		
233 THROUGH 236		
237 AND 238		
239 AND 240		
241 THROUGH 244		
245 THROUGH 248		
249 AND 250		
251 AND 252		
253 THROUGH 256	151.96	159.96
257 AND 258	155.61	163.61
259 AND 260	158.28	166.28
261 AND 262	160.33	168.33
263 AND 264	161.67	169.67
265 THROUGH 268	163.60	171.60
269 AND 270	164.11	172.11
271 AND 272	162.09	170.09
273 AND 274	160.09	168.09
275 AND 276	157.41	165.41
277 THROUGH 280	151.46	159.46
281 AND 282	154.00	162.00
283 AND 284	157.01	165.01
285 AND 286	159.20	167.20
287 AND 288	162.22	170.22
289 THROUGH 292	164.08	172.08

3389 1062
POLK OFF. REC. PAGE

DEPT 115 17.00
DEPT 291 2.50
4382 H
CHECKS 19.50
0639ARIM

05/17/94

SURVEYOR'S CERTIFICATION:

I hereby certify that the construction of units 253 through 292 described herein is substantially complete. This material, together with the Declaration of Condominium describing the condominium property, is an accurate representation of the location and dimensions of the proposed improvements and that the identification, location, and dimensions of the common elements can be determined from these materials.

Mark J. McCarthy
Mark J. McCarthy, P.L.S.
Florida License No. 4651

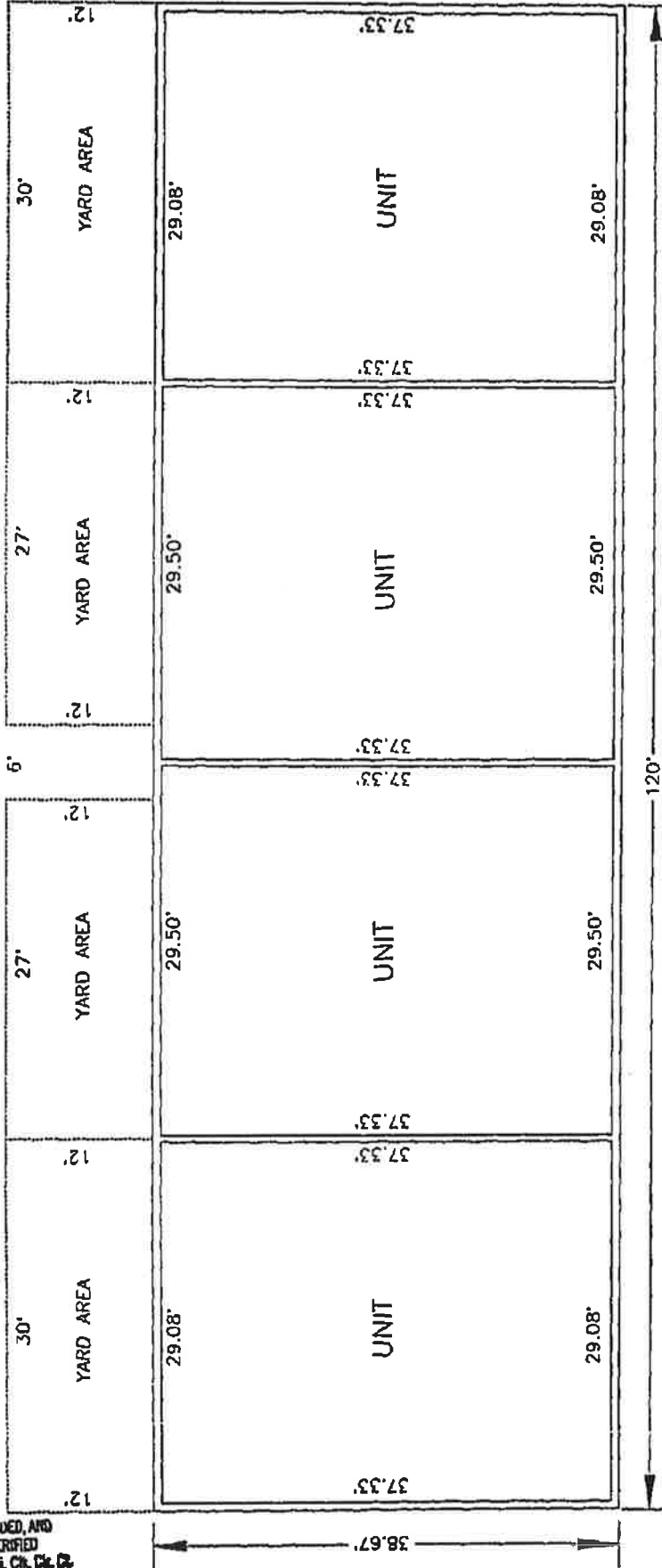
16 May 1994
Date

The
SURVEY CREW
FLA. DEPT. PROF. REG. NO. LB 5450
2105 DUNDEE ROAD
P.O. BOX 8309/WINTER HAVEN
FLORIDA 33863-9309
(813) 296-9000

EXHIBIT "B"
SHEET 13 OF 13

WINTER RIDGE CONDOMINIUM

FILED, RECORDED, AND
RECORD VERIFIED
E. D. "Bud" DIXON, C.R. C.E. C.E.
POLK COUNTY, FLA.



The SURVEY CREW
P.L.A. 0077, REG. NO. 12 2450
P.L.A. 0078, REG. NO. 12 2450
P.L.A. 0079, REG. NO. 12 2450
P.L.A. 0080, REG. NO. 12 2450
P.L.A. 0081, REG. NO. 12 2450
P.L.A. 0082, REG. NO. 12 2450
P.L.A. 0083, REG. NO. 12 2450
P.L.A. 0084, REG. NO. 12 2450
P.L.A. 0085, REG. NO. 12 2450
P.L.A. 0086, REG. NO. 12 2450
P.L.A. 0087, REG. NO. 12 2450
P.L.A. 0088, REG. NO. 12 2450
P.L.A. 0089, REG. NO. 12 2450
P.L.A. 0090, REG. NO. 12 2450
P.L.A. 0091, REG. NO. 12 2450
P.L.A. 0092, REG. NO. 12 2450
P.L.A. 0093, REG. NO. 12 2450
P.L.A. 0094, REG. NO. 12 2450
P.L.A. 0095, REG. NO. 12 2450
P.L.A. 0096, REG. NO. 12 2450
P.L.A. 0097, REG. NO. 12 2450
P.L.A. 0098, REG. NO. 12 2450
P.L.A. 0099, REG. NO. 12 2450
P.L.A. 0100, REG. NO. 12 2450



SCALE 1" = 10' PAGE 3389 1063

TYPICAL BUILDING

Note: This building layout is typical for all units less units 1 through 60 inclusive.

EXHIBIT "B"
SHEET 8 OF 13

100-2450

Winter Ridge Condominium
This instrument prepared by:
Guy T. Rizzo, Esquire
114 Winter Ridge Drive
Winter Haven, FL 33881

THIRD AMENDMENT OF THE DECLARATION OF
CONDOMINIUM OF WINTER RIDGE CONDOMINIUM

The undersigned, being the Developer of WINTER RIDGE CONDOMINIUM, pursuant to that certain Declaration of Condominium for WINTER RIDGE CONDOMINIUM filed December 26, 1991, in Official Records Book 3047, Page 2235, et seq. of the Public Records of Polk County, Florida, as amended by the First Amendment dated 3/6/92, recorded in Official Records Book 3076, Page 2250 et seq. of the Public Records of Polk County, Florida, and as amended by the Second Amendment dated 5/16/94, recorded in Official Records Book 3389, Page 1060 et seq. of the Public Records of Polk County, Florida, does hereby amend the said Declaration of Condominium, pursuant to Florida Statute 718.104, for the purpose of including in Exhibit "B" of the Declaration of Condominium, the Elevations and Engineering Certificate attached hereto for Units 89 through 96 inclusive, and Units 113 through 124 inclusive, of WINTER RIDGE CONDOMINIUM.

The undersigned further amends Exhibit "A" of the Declaration of Condominium by including in said legal description, the following described property which was accepted by the Winter Ridge Homeowners Association at its meeting of June 6, 1995, to wit: That part of Section 9, Township 28 South, Range 26 East, Polk County, Florida being particularly described as follows: Commence at the Northwest corner of the Southeast 1/4 of Section 9, Township 28 South, Range 26 East, Polk County, Florida; thence South 0° 07' 07" East along the West boundary of said Southeast 1/4, 559.22 feet to a point, said point being 10 feet South of the South bulkhead of the Lake Conine-Lake Smart Canal; thence South 78° 50' 30" West 21.83 feet to a concrete monument, thence South 27° 45' 47" West 590.65 feet thence South 62° 14' 13" to the Point of Beginning of the following described property; thence South 62° 14' 13" East 162.00 feet; thence South 27° 45' 47" West 261 feet; thence South 89° 50' 30" West 11.83 feet; thence North 62° 14' 13" West 59.55 feet; thence North 27° 45' 47" East 20 feet; thence North 62° 14' 13" West 92 feet; thence North 27° 45' 47" East 246.54 feet to the Point of Beginning.

Dated this 28th day of June, 1995.

Signed, sealed and delivered
in the presence of

Signature

Printed Signature

Signature

Printed Signature

LAKE SMART, LTD.,
a Florida Limited Partnership

By: [Signature]
Guy T. Rizzo, President
Lake Smart, Inc.,
A Florida Corporation,
General Partner
123 Wisteria Drive
Longwood, Florida 32779

DEPT 115 9.00
DEPT 291 1.50
CHECKS 10.50

STATE OF FLORIDA
COUNTY OF POLK

I hereby Certify that on this day, before me, [Signature] Officer [Signature] authorized to administer oaths and take acknowledgements, personally appeared Guy T. Rizzo, President, of Lake Smart, Ltd., General Partner of Lake Smart, Inc., known to me to be the person described in and who executed the same, that I relied upon the following form of identification of the above-named person: Florida Drivers License and that an oath was taken.

Witness my hand and official seal in the County and State
aforesaid this 28th day of June, 1995.

Notary Signature

Printed Notary Signature



JOAN M. POE
MY COMMISSION & COMMISSION EXPIRES
February 2, 1995
BONDED TRUSTEES FARM INSURANCE, INC.

95 JUL -6 PM 3:08

077439

900
150
12/2/95

WINTER RIDGE CONDOMINIUM

3550 0911

POLK OFF REC. PAGE

UNITS	ELEVATION OF LOWER LIMITS OF UNIT	ELEVATION OF UPPER LIMITS OF UNIT
1 THROUGH 4	146.00	154.00
5 THROUGH 8	146.82	154.82
9 THROUGH 12	148.05	156.05
13 AND 14	153.02	161.02
15 AND 16	156.00	164.00
17 AND 18	157.02	165.02
19 AND 20	159.07	167.07
21 THROUGH 24	160.90	168.90
25 THROUGH 28	161.89	169.89
29 THROUGH 32	162.99	170.99
33 THROUGH 36	163.49	171.49
37 THROUGH 40	162.68	170.68
41 THROUGH 44	160.92	168.92
45 AND 46	158.99	166.99
47 AND 48	156.02	164.02
49 AND 50	154.89	162.89
51 AND 52	158.05	166.05
53 THROUGH 56	159.92	167.92
57 THROUGH 60	161.97	169.97
61 THROUGH 64		
65 THROUGH 68		
69 AND 70		
71 AND 72		
73 AND 74		
75 AND 76		
77 THROUGH 80		
81 THROUGH 84		
85 THROUGH 88	157.06	165.06
89 AND 90	155.13	163.13
91 AND 92	152.13	160.13
93 AND 94	149.94	157.94
95 AND 96	146.91	154.91
97 THROUGH 100		
101 AND 102		
103 AND 104		
105 AND 106		
107 AND 108		
109 AND 110		
111 AND 112		
113 AND 114	153.22	161.22
115 AND 116	155.90	163.90
117 THROUGH 120	157.97	165.97
121 AND 122	157.80	165.80
123 AND 124	155.15	163.15
125 AND 126		

SURVEYOR'S CERTIFICATION:

I hereby certify that the construction of units 1 through 60, 85 through 96 and 113 through 124 described herein is substantially complete. This material, together with the Declaration of Condominium describing the condominium property, is an accurate representation of the location and dimensions of the proposed improvements and that the identification, location, and dimensions of the common elements can be determined from these materials.

Mark J. McCarthy
Mark J. McCarthy, P.L.S.
Florida License No. 4651

26 June 1995
Date

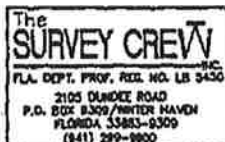


EXHIBIT "B"
SHEET 11 OF 13

WINTER RIDGE CONDOMINIUM
This instrument prepared by:
Guy T. Rizzo, Esquire
114 Winter Ridge Drive
Winter Haven, FL 33881

09/21/95

DEPT 115 5.00
DEPT 291 1.00
CHECKS 6.00
1702A

AMENDMENT TO THIRD AMENDMENT OF THE DECLARATION OF
CONDOMINIUM OF WINTER RIDGE CONDOMINIUM

The undersigned, being the Developer of WINTER RIDGE CONDOMINIUM, pursuant to that certain Declaration of Condominium for WINTER RIDGE CONDOMINIUM filed December 26, 1991, in Official Records Book 3047, Page 2235, et seq. of the Public Records of Polk County, Florida, as amended by the First Amendment dated 3/6/92, recorded in Official Records Book 3076, Page 2250 et seq. of the Public Records of Polk County, Florida, and as amended by the Second Amendment dated 5/16/94, recorded in Official Records Book 3389, Page 1060 et seq. of the Public Records of Polk County, Florida, and as amended by the Third Amendment dated 6/28/95, recorded in Official Records Book 3550, Page 0910 et seq. of the Public Records of Polk County, Florida, does hereby amend the Third Amendment in that the legal description amending Exhibit A was incorrect and the undersigned does hereby substitute the following legal description, to wit:

That part of Section 9, Township 28 South, Range 26 East, Polk County, Florida being particularly described as follows:
Commence at the Northwest corner of the Southeast 1/4 of Section 9, Township 28 South, Range 26 East, Polk County, Florida; thence South 0° 07' 07" East along the West boundary of said Southeast 1/4, 559.22 feet to a point, said point being 10 feet South of the South bulkhead of the Lake Conine-Lake Smart Canal; thence South 78° 50' 30" West 21.83 feet to a concrete monument, thence South 27° 45' 47" West 590.65 feet thence South 62° 14' 13" East 10.00 feet to the Point of Beginning of the following described property; thence South 62° 14' 13" East 162.00 feet; thence South 27° 45' 47" West 261 feet; thence South 89° 50' 30" West 11.83 feet; thence North 62° 14' 13" West 59.55 feet; thence North 27° 45' 47" East 20 feet; thence North 62° 14' 13" West 92 feet; thence North 27° 45' 47" East 246.54 feet to the Point of Beginning.

Dated this 18 day of September, 1995.

Signed, sealed and delivered
in the presence of:

[Signature]
Signature
Sean M. Poe
Printed Signature
[Signature]
Signature
Ginger St. Germain
Printed Signature

LAKE SMART, LTD.,
a Florida Limited Partnership

By: *[Signature]*
Guy T. Rizzo, President
Lake Smart, Inc.,
A Florida Corporation,
General Partner
123 Wisteria Drive
Longwood, Florida 32779

STATE OF FLORIDA
COUNTY OF POLK

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared Guy T. Rizzo, President, of Lake Smart, Ltd., General Partner of Lake Smart, Inc., known to me to be the person described in and who executed the same, that I relied upon the following form of identification of the above-named person: Florida Drivers License and that an oath was taken.

Witness my hand and official seal in the County and State aforesaid this 18 day of September, 1995.



SEAN M. POE
NOTARY PUBLIC
COMMISSION EXPIRES
FEBRUARY 2, 1998
SHOULD HAVE BEEN REPRODUCED, ETC.

[Signature]
Notary Signature
Sean M. Poe
Printed Notary Signature

3581 1664
POLK OFFREC. PAGE

95 SEP 21 PM 1:31

111646

1

This instrument prepared by:
Guy T. Rizzo, Esquire
114 Winter Ridge Drive
Winter Haven, Fl 33881

DEPT 115 13.00
DEPT 291 2.00
CHECKS 15.00
7462A

11/17/95

FOURTH AMENDMENT OF THE DECLARATION OF
CONDOMINIUM OF WINTER RIDGE CONDOMINIUM

The undersigned, being the Developer of WINTER RIDGE CONDOMINIUM, pursuant to that certain Declaration of Condominium for WINTER RIDGE CONDOMINIUM filed December 26, 1991, in Official Records Book 3047, Page 2235, et seq. of the Public Records of Polk County, Florida, as amended by the First Amendment dated 3/6/92, recorded in Official Records Book 3076, Page 2250 et seq. of the Public Records of Polk County, Florida, and as amended by the Second Amendment dated 5/16/94, recorded in Official Records Book 3389, Page 1060 et seq. of the Public Records of Polk County, Florida, and as amended by the Third Amendment dated 6/28/95, recorded in Official Records Book 3550, Page 0910 et seq. of the Public Records of Polk County, Florida, which Amendment was subsequently amended by Amendment to Third Amendment dated 9/11/95, recorded in Official Records Book 3581, Page 1664, does hereby amend the said Declaration of Condominium, pursuant to Florida Statute 718.104, for the purpose of including in Exhibit "B" of the Declaration of Condominium, the Elevations and Engineering Certificate attached hereto for Units 109 through 112 inclusive, and Units 125 through 128 inclusive, of WINTER RIDGE CONDOMINIUM.

Dated this 14 day of November, 1995.

Signed, sealed and delivered
in the presence of:

[Signature]
Signature
Joan M. Poe
Printed Signature

[Signature]
Signature
Giner S. Gernain
Printed Signature

LAKE SMART, LTD.,
a Florida Limited Partnership
By: [Signature]
Guy T. Rizzo, President
Lake Smart, Inc.,
A Florida Corporation,

General Partner
123 Wisteria Drive
Longwood, Florida 32779

STATE OF FLORIDA
COUNTY OF POLK

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared Guy T. Rizzo, President, of Lake Smart, Ltd., General Partner of Lake Smart, Inc., known to me to be the person described in and who executed the same, that I relied upon the following form of identification of the above-named person: Florida Drivers License and that an oath was taken.

Witness my hand and official seal in the County and State aforesaid this 14 day of November, 1995.



JOAN M. POE
MY COMMISSION # C0348822 EXPIRES
February 2, 1998
BONDED THIRD TRUST FIDELITY, INC.

[Signature]
Notary Signature
Joan M. Poe
Printed Notary Signature

136992
Book 3717 in 343

136992
200
1505
RETURN TO: WLO
LAWYERS TITLE-OFFICE BOX
9503615

WINTER RIDGE CONDOMINIUM

3604 1685
POLK OFFREC. PAGE

UNITS	ELEVATION OF LOWER LIMITS OF UNIT	ELEVATION OF UPPER LIMITS OF UNIT
1 THROUGH 4	146.00	154.00
5 THROUGH 8	146.82	154.82
9 THROUGH 12	148.05	156.05
13 AND 14	153.02	161.02
15 AND 16	155.00	164.00
17 AND 18	157.02	165.02
19 AND 20	159.07	167.07
21 THROUGH 24	160.90	168.90
25 THROUGH 28	161.89	169.89
29 THROUGH 32	162.99	170.99
33 THROUGH 36	163.49	171.49
37 THROUGH 40	162.68	170.68
41 THROUGH 44	160.92	168.92
45 AND 46	158.99	166.99
47 AND 48	158.02	164.02
49 AND 50	154.89	162.89
51 AND 52	158.05	166.05
53 THROUGH 56	159.92	167.92
57 THROUGH 60	161.97	169.97
61 THROUGH 64		
65 THROUGH 68		
69 AND 70		
71 AND 72		
73 AND 74		
75 AND 76		
77 THROUGH 80		
81 THROUGH 84		
85 THROUGH 88	157.06	165.06
89 AND 90	155.13	163.13
91 AND 92	152.13	160.13
93 AND 94	149.94	157.94
95 AND 96	146.91	154.91
97 THROUGH 100		
101 AND 102		
103 AND 104		
105 AND 106		
107 AND 108		
109 AND 110	148.02	156.02
111 AND 112	150.99	158.99
113 AND 114	153.22	161.22
115 AND 116	155.90	163.90
117 THROUGH 120	157.97	165.97
121 AND 122	157.80	165.80
123 AND 124	155.15	163.15
125 AND 126	152.98	160.98

SURVEYOR'S CERTIFICATION:

I hereby certify that the construction of units 1 through 60, 85 through 96 and 109 through 128 described herein is substantially complete. This material, together with the Declaration of Condominium describing the condominium property, is an accurate representation of the location and dimensions of the proposed improvements and that the identification, location, and dimensions of the common elements can be determined from these materials.

Mark J. McCarthy
Mark J. McCarthy, P.L.S.
Florida License No. 1851

11/10/95
Date

The
SURVEY CREW
FLA/DEPT. PROF. REG. NO. LB 9450
2105 DUNDEE ROAD
P.O. BOX 9309, WINTER HAVEN
FLORIDA 33883-9309
(941) 290-8900

EXHIBIT "B"
SHEET 11 OF 13

WINTER RIDGE CONDOMINIUM

3604 1686
POLK OFFREC. PAGE

UNITS	ELEVATION OF LOWER LIMITS OF UNIT	ELEVATION OF UPPER LIMITS OF UNIT
127 AND 128	150.30	158.30
129 AND 130		
131 AND 132		
133 AND 134		
135 AND 136		
137 THROUGH 140		
141 AND 142		
143 AND 144		
145 AND 146		
147 AND 148		
149 AND 150		
151 AND 152		
153 AND 154		
155 AND 156		
157 THROUGH 160		
161 AND 162		
163 AND 164		
165 AND 166		
167 AND 168		
169 AND 170		
171 AND 172		
173 AND 174		
175 AND 176		
177 THROUGH 180		
181 AND 182		
183 AND 184		
185 AND 186		
187 AND 188		
189 AND 190		
191 AND 192		
193 AND 194		
195 AND 196		
197 AND 198		
199 AND 200		
201 AND 202		
203 AND 204		
205 AND 206		
207 AND 208		
209 THROUGH 212		
213 AND 214		
215 AND 216		

The
SURVEY CREW
INC.
FLA. DEPT. PROF. REG. NO. LB 5450
2105 DUNDICE ROAD
P.O. BOX 9309 WINTER HAVEN
FLORIDA 33883-9309
(813) 299-9900

EXHIBIT "B"
SHEET 12 OF 13

95 MAY 22 PM 2:43

065084

This instrument prepared by:
Guy T. Rizzo, Esquire
114 Winter Ridge Drive
Winter Haven, Fl 33881

RE

05/22/96

DEPT 115	21.00
DEPT 291	3.00
TOTAL	24.00
CASH	1.50
6442 W	
CHECKS	22.50
5475A	

FIFTH AMENDMENT OF THE DECLARATION OF
CONDOMINIUM OF WINTER RIDGE CONDOMINIUM

The undersigned being the Developer of WINTER RIDGE CONDOMINIUM,, pursuant to that certain Declaration of Condominium for WINTER RIDGE CONDOMINIUM filed December 26, 1991, in Official Records Book 3047, Page 2235, et seq. of the Public Records of Polk County, Florida, as amended by the First Amendment dated 3/6/92, recorded in Official Records Book 3076, Page 2250 et seq. of the Public Records of Polk County, Florida, and as amended by the Second Amendment dated 5/16/94, recorded in Official Records Book 3389, Page 1060 et seq. of the Public Records of Polk County, Florida, and as amended by the Third Amendment dated 6/28/95, recorded in Official Records Book 3550, Page 0910 et seq. of the Public Records of Polk County, Florida, which Amendment was subsequently amended by Amendment to Third Amendment dated 9/11/95, recorded in Official Records Book 3581, Page 1664, and as amended by the Fourth Amendment filed 11/17/95, recorded in Official Records Book 3604, Page 1684 et seq. of the Public Records of Polk County, Florida, does hereby amend the said Declaration of Condominium, pursuant to Florida Statute 718.104, for the purpose of including in Exhibit "B" of the Declaration of Condominium, the Elevations and Engineering Certificate attached hereto for Units 97 through 108 inclusive, and Units 129 through 136 inclusive, of WINTER RIDGE CONDOMINIUM.

The Declaration of Condominium is hereby further amended, pursuant to a 2/3 vote of all homeowners at a regular meeting of the Association held after notice of said proposed amendments as follows:

ITEM NO. 1

AMENDMENT TO SUBPARAGRAPH L OF ARTICLE XII
OF THE DECLARATION OF CONDOMINIUM OF WINTER RIDGE CONDOMINIUM

New language is indicated by underscored type.

- L. Assessments and installments thereon not paid within 15 days of the due date shall bear interest from the date when due until paid at the highest rate of interest allowable by law, and in addition shall be subject to an administrative late fee not to exceed the greater of twenty-five (\$25.00) dollars or five percent (5%) of each delinquent installment, or such greater amount as may be permitted by law from time to time. Any payment received shall be applied first to any interest accrued by the Association, then to any administrative late fees, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessments.

ITEM NO. 2

AMENDMENT TO ARTICLE XIX, SECTION C
OF THE DECLARATION OF CONDOMINIUM
OF WINTER RIDGE CONDOMINIUM, ENTITLED
"TRANSFER" TO ADD A NEW PARAGRAPH 5

All of the following language is new.

5. Standard Lease or Lease Addendum. The Board of Directors shall have the right to require that Unit Owners wishing to lease their Units shall utilize a standard Lease or Lease Addendum as promulgated by the Board of Directors from time to time. In addition to other provisions adopted by the Board of Directors, the standard Lease or Lease Addendum shall provide

3681 1965
POLK OFF REC. PAGE

that the Lessee is subject to the terms and conditions of the Association's Declaration, By-Laws, Articles of Incorporation and Rules and Regulations as all may be amended from time to time and any failure to comply with the terms of such documents shall constitute a default under the Lease. Further, the standard Lease or Lease Addendum shall provide that the Unit Owner irrevocably appoints the Association as his agent or attorney-in-fact in his place and stead to terminate the tenancy of any lessee who violates any of the terms of the foregoing documents or statutes of the State of Florida, and shall authorize the Lessee to make his rental payments to the Association if the Unit Owner is delinquent to his maintenance assessments. The determination of when a violation has occurred shall be within the sole discretion of the Board of Directors. The Unit Owner shall be liable for all costs and reasonable attorney's fees incurred by the Association in connection with the termination of the lease or tenancy and the eviction of the Lessee. This provision shall not obligate the Association to commence such proceeding and shall not relieve the unit Owner of his obligation to terminate the Lease and evict the Lessee for any violation of the Association's documents.

ITEM NO. 3

AMENDMENT TO ARTICLE XIX, SECTION C
OF THE DECLARATION OF CONDOMINIUM
OF WINTER RIDGE CONDOMINIUM, ENTITLED
"TRANSFER" TO ADD A NEW PARAGRAPH 6

All of the following language is new.

6. Term of Lease or Lease Addendum. No unit shall be leased for a term of less than three (3) uninterrupted months.

Dated this 21 day of May, 1996.

Signed, sealed and delivered
in the presence of:

Joan M. Poe
Signature

Joan M. Poe
Printed Signature

Joan M. Poe
Signature

JOAN M. POE
Printed Signature

LAKE SMART, LTD.
a Fla. Limited Partnership

Guy T. Rizzo
Guy T. Rizzo, President
Lake Smart, Inc.
A Fla. Corporation
General Partner
123 Wisteria Drive
Longwood, FL. 32779

STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared Guy T. Rizzo, President of Lake Smart, Inc., known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following forms of identification of the above named persons: Personally Known and that an oath (was)(was not) taken.

WITNESS my hand and official seal in the County and State last aforesaid this 21 day of May, 1996.

(STAMP)  JOAN M. POE
MY COMMISSION # 00342320 EXPIRES
February 2, 1998
My Commission Expires

Joan M. Poe
NOTARY SIGNATURE
Joan M. Poe
PRINTED NOTARY SIGNATURE

3681 1966
POLK OFFREC. PAGE

I HEREBY CERTIFY that at a duly called meeting of the WINTER RIDGE CONDOMINIUM HOMEOWNERS ASSOCIATION, after notice duly given, 2/3 of all of the unit owners voting in favor of amending the Declaration of Condominium, Items 1, 2, and 3 as set forth in this Fifth Amendment of the Declaration of Condominium.

WINTER RIDGE CONDOMINIUM HOMEOWNERS
ASSOCIATION

BY: Louis J. Pagana
LOUIS J. PAGANA, SECRETARY

STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared LOUIS J. PAGANA, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following forms of identification of the above named persons: Personally known and that an oath (was) (was not) taken.

WITNESS my hand and official seal in the County and State last aforesaid this 27 day of May, 1996.

Joan M. Poe
NOTARY SIGNATURE

Joan M. Poe
PRINTED NOTARY SIGNATURE

(STAMP)
My Commission Expires:



JOAN M. POE
MY COMMISSION # CC342528 EXPIRES
February 2, 1998
BONDED THROUGH FAIR INSURANCE, INC.

3681 1967
POLK OFFREC. PAGE

WINTER RIDGE CONDOMINIUM

UNITS	ELEVATION OF LOWER LIMITS OF UNIT	ELEVATION OF UPPER LIMITS OF UNIT
1 THROUGH 4	146.00	154.00
5 THROUGH 8	146.82	154.82
9 THROUGH 12	148.05	156.05
13 AND 14	153.02	161.02
15 AND 16	156.00	164.00
17 AND 18	157.02	165.02
19 AND 20	159.07	167.07
21 THROUGH 24	160.90	168.90
25 THROUGH 28	161.89	169.89
29 THROUGH 32	162.99	170.99
33 THROUGH 36	163.49	171.49
37 THROUGH 40	162.68	170.68
41 THROUGH 44	160.92	168.92
45 AND 46	158.99	166.99
47 AND 48	156.02	164.02
49 AND 50	154.89	162.89
51 AND 52	158.05	166.05
53 THROUGH 56	159.92	167.92
57 THROUGH 60	161.97	169.97
61 THROUGH 64		
65 THROUGH 68		
69 AND 70		
71 AND 72		
73 AND 74		
75 AND 76		
77 THROUGH 80		
81 THROUGH 84		
85 THROUGH 88	157.06	165.06
89 AND 90	155.13	163.13
91 AND 92	152.13	160.13
93 AND 94	149.94	157.94
95 AND 96	146.91	154.91
97 THROUGH 100	136.90	144.90
101 AND 102	138.35	146.35
103 AND 104	141.01	149.01
105 AND 106	143.23	151.23
107 AND 108	145.89	153.89
109 AND 110	148.02	156.02
111 AND 112	150.99	158.99
113 AND 114	153.22	161.22
115 AND 116	155.90	163.90
117 THROUGH 120	157.97	165.97
121 AND 122	157.80	165.80
123 AND 124	155.15	163.15
125 AND 126	152.98	160.98

3681 1968
POLK OFFREC. PAGE

SURVEYOR'S CERTIFICATION:

I hereby certify that the construction of units 1 through 60 and 85 through 126 described herein is substantially complete.

This material, together with the Declaration of Condominium describing the condominium property, is an accurate representation of the location and dimensions of the proposed improvements and that the identification, location, and dimensions of the common elements can be determined from these materials.

Mark J. McCarthy
Mark J. McCarthy, P.S.M.
Florida License No. 4651

5/17/96
Date

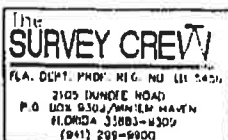


EXHIBIT "B"
SHEET 11 OF 13

WINTER RIDGE CONDOMINIUM

UNITS	ELEVATION OF LOWER LIMITS OF UNIT	ELEVATION OF UPPER LIMITS OF UNIT
127 AND 128	150.30	158.30
129 AND 130	147.84	155.84
131 AND 132	145.14	153.14
133 AND 134	142.86	150.86
135 AND 136	140.20	148.20
137 THROUGH 140		
141 AND 142		
143 AND 144		
145 AND 146		
147 AND 148		
149 AND 150		
151 AND 152		
153 AND 154		
155 AND 156		
157 THROUGH 160		
161 AND 162		
163 AND 164		
165 AND 166		
167 AND 168		
169 AND 170		
171 AND 172		
173 AND 174		
175 AND 176		
177 THROUGH 180		
181 AND 182		
183 AND 184		
185 AND 186		
187 AND 188		
189 AND 190		
191 AND 192		
193 AND 194		
195 AND 196		
197 AND 198		
199 AND 200		
201 AND 202		
203 AND 204		
205 AND 206		
207 AND 208		
209 THROUGH 212		
213 AND 214		
215 AND 216		

3681 1969
POLK OFFREC. PAGE

SURVEYOR'S CERTIFICATION:

I hereby certify that the construction of units 127 through 136 described herein is substantially complete.

This material, together with the Declaration of Condominium describing the condominium property, is an accurate representation of the location and dimensions of the proposed improvements and that the identification, location, and dimensions of the common elements can be determined from these materials.

Mark J. McCarthy
Mark J. McCarthy, P.S.M.
Florida License No. 4651

5/17/96
Date

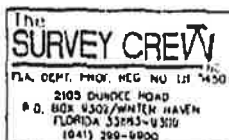


EXHIBIT "B"
SHEET 12 OF 13

This instrument prepared by:
Guy T. Rizzo, Esquire
114 Winter Ridge Drive
Winter Haven, FL 33881

F.D. "BRIEF" BY: J.L. CLERK OF COURT
01/22/97 14:40 456
18130 1067 \$13.00
08139 1068 \$2.00
TOTAL \$15.00
CHECK# 007138 \$15.00

Return To: Guy T. Rizzo, Esq.
114 Winter Ridge Dr.
Winter Haven, FL 33881

3785 1783
POLK OFFREC. PAGE

SIXTH AMENDMENT OF THE DECLARATION OF
CONDOMINIUM OF WINTER RIDGE CONDOMINIUM

The undersigned being the Developer of WINTER RIDGE CONDOMINIUM,, pursuant to that certain Declaration of Condominium for WINTER RIDGE CONDOMINIUM filed December 26, 1991, in Official Records Book 3047, Page 2235, et seq. of the Public Records of Polk County, Florida, as amended by the First Amendment dated 3/6/92, recorded in Official Records Book 3076, Page 2250 et seq. of the Public Records of Polk County, Florida, and as amended by the Second Amendment dated 5/16/94, recorded in Official Records Book 3389, Page 1060 et seq. of the Public Records of Polk County, Florida, and as amended by the Third Amendment dated 6/28/95, recorded in Official Records Book 3550, Page 0910 et seq. of the Public Records of Polk County, Florida, which Amendment was subsequently amended by Amendment to Third Amendment dated 9/11/95, recorded in Official Records Book 3581, Page 1664, and as amended by the Fourth Amendment filed 11/17/95, recorded in Official Records Book 3604, Page 1684 et seq. of the Public Records of Polk County, Florida, and as amended by the Fifth Amendment filed 5/22/96, recprded in Official Records Book 3681, Page 1965 et seq. of the Public Records of Polk County, Florida, does hereby amend the said Declaration of Condominium, pursuant to Florida Statute 718.104, for the purpose of including in Exhibit "B" of the Declaration of Condominium, the Elevations and Engineering Certificate attached hereto for Units 157 through 160 inclusive, and Units 233 through 252 inclusive, of WINTER RIDGE CONDOMINIUM.

Dated this 21 day of January, 1997.

Signed, sealed and delivered
in the presence of

Signature
Joan M. Poe

Printed Signature
Joan M. Poe

Signature
Robert S. Franklin
Printed Signature
Robert S. Franklin

LAKE SMART, LTD.
a Fla. Limited Partnership
Guy T. Rizzo, President
Lake Smart, Inc.,
A Fla. Corporation
General Partner
123 Wisteria Drive
Longwood, FL. 32779

STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared Guy T. Rizzo, President of Lake Smart, Inc., known to me to be the person described in and who executed the Sixth Amendment of the Declaration of Condominium, who acknowledged before me that he executed the foregoing Sixth Amendment of the Declaration of Condominium of Winter Ridge Condominium, that I relied upon the following forms of identification of the above named person: Personally Known and that an oath was not taken.

WITNESS my hand and official seal in the County and State last aforesaid this 21 day of Jan., 1997.

NOTARY SIGNATURE
Joan M. Poe

(STAMP)
My Comm.



JOAN M. POE
NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION EXPIRES
February 2, 1998
BONDED THROUGH THE FARM BUREAU, INC.

97 JAN 22 PM 2:49

009205

RE
Winter Ridge Condominium
114 Winter Ridge Drive
Winter Haven, FL 33881

GR-WH

WINTER RIDGE CONDOMINIUM

3785 1784
POLK OFF. REC. PAGE

UNITS	ELEVATION OF LOWER LIMITS OF UNIT	ELEVATION OF UPPER LIMITS OF UNIT
127 AND 128	150.30	158.30
129 AND 130	147.84	155.84
131 AND 132	145.14	153.14
133 AND 134	142.86	150.86
135 AND 136	140.20	148.20
137 THROUGH 140		
141 AND 142		
143 AND 144		
145 AND 146		
147 AND 148		
149 AND 150		
151 AND 152		
153 AND 154		
155 AND 156		
157 THROUGH 160	157.98	165.98
161 AND 162		
163 AND 164		
165 AND 166		
167 AND 168		
169 AND 170		
171 AND 172		
173 AND 174		
175 AND 176		
177 THROUGH 180		
181 AND 182		
183 AND 184		
185 AND 186		
187 AND 188		
189 AND 190		
191 AND 192		
193 AND 194		
195 AND 196		
197 AND 198		
199 AND 200		
201 AND 202		
203 AND 204		
205 AND 206		
207 AND 208		
209 THROUGH 212		
213 AND 214		
215 AND 216		

SURVEYOR'S CERTIFICATION:

I hereby certify that the construction of units 127 through 136, and 157 through 160 described herein is substantially complete.

This material, together with the Declaration of Condominium describing the condominium property, is an accurate representation of the location and dimensions of the proposed improvements and that the identification, location, and dimensions of the common elements can be determined from these materials.

Mark J. McCarthy
Mark J. McCarthy, P.S.M.
Florida License No. 4651

1/20/97
Date

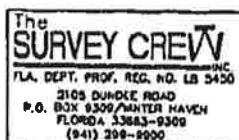


EXHIBIT "B"
SHEET 12 OF 13

T28SR26E/EXB-SH12.DWG

WINTER RIDGE CONDOMINIUM

3785 1785
POLK OFFREC. PAGE

UNITS	ELEVATION OF LOWER LIMITS OF UNIT	ELEVATION OF UPPER LIMITS OF UNIT
217 THROUGH 220		
221 THROUGH 224		
225 AND 226		
227 AND 228		
229 AND 230		
231 AND 232		
233 THROUGH 236	150.83	158.83
237 AND 238	152.02	160.02
239 AND 240	155.01	163.01
241 THROUGH 244	158.98	166.98
245 THROUGH 248	161.01	169.01
249 AND 250	157.02	165.02
251 AND 252	154.01	162.01
253 THROUGH 256	151.96	159.96
257 AND 258	155.61	163.61
259 AND 260	158.28	166.28
261 AND 262	160.33	168.33
263 AND 264	161.67	169.67
265 THROUGH 268	163.60	171.60
269 AND 270	164.11	172.11
271 AND 272	162.09	170.09
273 AND 274	160.09	168.09
275 AND 276	157.41	165.41
277 THROUGH 280	151.46	159.46
281 AND 282	154.00	162.00
283 AND 284	157.01	165.01
285 AND 286	159.20	167.20
287 AND 288	162.22	170.22
289 THROUGH 292	164.08	172.08

SURVEYOR'S CERTIFICATION:

I hereby certify that the construction of units 233 through 292 described herein is substantially complete. This material, together with the Declaration of Condominium describing the condominium property, is an accurate representation of the location and dimensions of the proposed improvements and that the identification, location, and dimensions of the common elements can be determined from these materials.

Mark J. McCarthy
Mark J. McCarthy, P.L.S.
Florida License No. 4651

1/20/97
Date

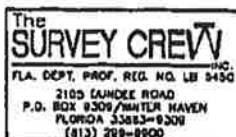


EXHIBIT "B"
SHEET 13 OF 13

Winter Ridge Condominium

This instrument prepared by:
Guy T. Rizzo, Esquire *RE*
114 Winter Ridge Drive
Winter Haven, FL 33881

DEPT 115 9.00
DEPT 291 1.50
7943 H
CHECKS 10.50
3523A

12/23/97

SEVENTH AMENDMENT OF THE DECLARATION OF
CONDOMINIUM OF WINTER RIDGE CONDOMINIUM

The undersigned being the Developer of WINTER RIDGE CONDOMINIUM,, pursuant to that certain Declaration of Condominium for WINTER RIDGE CONDOMINIUM filed December 26, 1991, in Official Records Book 3047, Page 2235, et seq. of the Public Records of Polk County, Florida, as amended by the First Amendment dated 3/6/92, recorded in Official Records Book 3076, Page 2250 et seq. of the Public Records of Polk County, Florida, and as amended by the Second Amendment dated 5/16/94, recorded in Official Records Book 3389, Page 1060 et seq. of the Public Records of Polk County, Florida, and as amended by the Third Amendment dated 6/28/95, recorded in Official Records Book 3550, Page 0910 et seq. of the Public Records of Polk County, Florida, which Amendment was subsequently amended by Amendment to Third Amendment dated 9/11/95, recorded in Official Records Book 3581, Page 1664, and as amended by the Fourth Amendment filed 11/17/95, recorded in Official Records Book 3604, Page 1684 et seq. of the Public Records of Polk County, Florida, and as amended by the Fifth Amendment filed 5/22/96, recprded in Official Records Book 3681, Page 1965 et seq. of the Public Records of Polk County, Florida, and as amended by the Sixth Amendment filed 1/22/97, recorded in Official Records Book 3785, Page 1783 et seq. of the Public Records of Polk County, Florida, does hereby amend the said Declaration of Condominium, pursuant to Florida Statute 718.104, for the purpose of including in Exhibit "B" of the Declaration of Condominium, the Elevations and Engineering Certificate attached hereto for Units 145 through 156 inclusive, and Units 161 through 172 inclusive, of WINTER RIDGE CONDOMINIUM.

Dated this 15th day of December, 1997.

Signed, sealed and delivered
in the presence of:

[Signature]
Signature
[Signature]
Printed Signature
[Signature]
Signature
[Signature]
Printed Signature

LAKE SMART, LTD.
a Fla. Limited Partnership
[Signature]
Guy T. Rizzo, President
Lake Smart, Inc.,
A Fla. Corporation
General Partner
123 Wisteria Drive
Longwood, FL. 32779

STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared Guy T. Rizzo, President of Lake Smart, Inc., known to me to be the person described in and who executed the Sixth Amendment of the Declaration of Condominium, who acknowledged before me that he executed the foregoing Sixth Amendment of the Declaration of Condominium of Winter Ridge Condominium, that I relied upon the following forms of identification of the above named person: Personally Known and that an oath was not taken.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of December, 1997.

NOTARY SIGNATURE

(STAMP)

My Commission



JOAN M. POE
NOTARY PUBLIC
COMMISSION EXPIRES
February 2, 1998
ISSUED BY THE FLORIDA BAR ASSOCIATION, INC.

[Signature]
Joan M. Poe

1997 DEC 23 AM 9:59

174167

3949 2252
POLK OFFREC. PAGE

1130

WINTER RIDGE CONDOMINIUM

UNITS	ELEVATION OF LOWER LIMITS OF UNIT	ELEVATION OF UPPER LIMITS OF UNIT
127 AND 128	150.30	158.30
129 AND 130	147.84	155.84
131 AND 132	145.14	153.14
133 AND 134	142.86	150.86
135 AND 136	140.20	148.20
137 THROUGH 140		
141 AND 142		
143 AND 144		
145 AND 146	145.32	153.32
147 AND 148	148.00	156.00
149 AND 150	150.25	158.25
151 AND 152	152.93	160.93
153 AND 154	155.30	163.30
155 AND 156	157.95	165.95
157 THROUGH 160	157.98	165.98
161 AND 162	155.92	163.92
163 AND 164	153.27	161.27
165 AND 166	152.03	160.03
167 AND 168	149.35	157.35
169 AND 170	146.95	154.95
171 AND 172	144.35	152.35
173 AND 174		
175 AND 176		
177 THROUGH 180		
181 AND 182		
183 AND 184		
185 AND 186		
187 AND 188		
189 AND 190		
191 AND 192		
193 AND 194		
195 AND 196		
197 AND 198		
199 AND 200		
201 AND 202		
203 AND 204		
205 AND 206		
207 AND 208		
209 THROUGH 212		
213 AND 214		
215 AND 216		

3949 2253
POLK OFFREC. PAGE

SURVEYOR'S CERTIFICATION:

I hereby certify that the construction of units 127 through 136, and units 145 through 172 described herein is substantially complete.

This material, together with the Declaration of Condominium describing the condominium property, is an accurate representation of the location and dimensions of the proposed improvements and that the identification, location, and dimensions of the common elements can be determined from these materials.

Mark J. McCarthy
Mark J. McCarthy, P.S.M.
Florida License No. 4651

12/10/97
Date

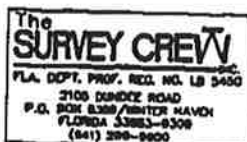


EXHIBIT "B"
SHEET 12 OF 13

T26SR26E/EXB-SH12. DWG

INSTR # 99052173

OR BK 04214 PG 2188

RECORDED 04/02/99 01:54 PM
RICHARD M. WEISS CLERK OF COURT
POLK COUNTY
DEPUTY CLERK T Collier

This instrument prepared by:

Guy T. Rizzo, Esquire
114 Winter Ridge Drive
Winter Haven, FL 33881
90 Lake Smart Ltd.

EIGHTH AMENDMENT OF THE DECLARATION OF
CONDOMINIUM OF WINTER RIDGE CONDOMINIUM

The undersigned being the Developer of WINTER RIDGE CONDOMINIUM pursuant to that certain Declaration of Condominium for WINTER RIDGE CONDOMINIUM filed December 26, 1991, in Official Records Book 3047, Page 2235, et seq. of the Public Records of Polk County, Florida, as amended by the First Amendment dated 3/6/92, recorded in Official Records Book 3076, Page 2250 et seq. of the Public Records of Polk County, Florida, and as amended by the Second Amendment dated 5/16/94, recorded in Official Records Book 3389, Page 1060 et seq. of the Public Records of Polk County, Florida, and as amended by the Third Amendment dated 6/28/95, recorded in Official Records Book 3550, Page 0910 et seq. of the Public Records of Polk County, Florida, which Amendment was subsequently amended by Amendment to Third Amendment dated 9/11/95, recorded in Official Records Book 3581, Page 1664, and as amended by the Fourth Amendment filed 11/17/95, recorded in Official Records Book 3604, Page 1684 et seq. of the Public Records of Polk County, Florida, and as amended by the Fifth Amendment filed 5/22/96, recorded in official Records Book 3681, Page 1965 et seq. of the Public Records of Polk County, Florida, and as amended by the Sixth Amendment filed 1/22/97, recorded in Official Records Book 3785, Page 1783 et seq. of the Public Records of Polk County, Florida, and as amended by the Seventh Amendment filed 12/23/97, recorded in official Records Book 3949, Page 2252 et seq. of the Public Records of Polk County, Florida, does hereby amend the said Declaration of Condominium, pursuant to Florida Statute 718.104, for the purpose of including in Exhibit "B" of the Declaration of Condominium, the Elevations and Engineering certificate attached hereto for Units 141 through 144 inclusive of WINTER RIDGE CONDOMINIUM.

Dated this 26 day of March 1999.

Signed, sealed and delivered in the presence of:

[Signature]

Signature
Joan M Poe

Printed Signature

[Signature]

Signature
Ginger St Germain

Printed Signature

LAKE SMART, LTD.

A Fla. Limited Partnership

[Signature]

GUY T. RIZZO, PRESIDENT

LAKE SMART, INC.

A FLORIDA CORPORATION

GENERAL PARTNER

123 Wisteria Drive

Longwood, FL 32779



STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared Guy T. Rizzo, President of Lake Smart, Inc., known to me to be the person described in and who executed the Sixth Amendment of the Declaration of Condominium, who acknowledged before me that he executed the foregoing Eighth Amendment of the Declaration of Condominium of Winter Ridge Condominium, that I relied upon the following forms of identification of the above named person: Personally Known and that an oath was not taken.

WITNESS my hand and official seal in the County and State last aforesaid this 26 day of March 1999.

(EXPIRATION STAMP)



Joan M. Poe
MY COMMISSION # CC705876 EXPIRES
February 2, 2002
BONDED THRU TROY FAIN INSURANCE, INC.

[Signature]
NOTARY SIGNATURE
Joan M Poe
PRINTED NAME

WINTER RIDGE CONDOMINIUM

THIS CERTIFICATION CONTAINS FOUR SHEETS AND IS NOT FULL AND
COMPLETE WITHOUT SHEETS "A", "B", "C", AND "D"

SHEET "A"

UNITS	ELEVATION OF LOWER LIMITS OF UNIT	ELEVATION OF UPPER LIMITS OF UNIT
127 AND 128		
129 AND 130	150.30	158.30
131 AND 132	147.84	155.84
133 AND 134	145.14	153.14
135 AND 136	142.86	150.86
137 THROUGH 140	140.20	148.20
141 AND 142	140.05	148.00
143 AND 144	143.07	150.97
145 AND 146		
147 AND 148	145.32	153.32
149 AND 150	148.00	156.00
151 AND 152	150.25	158.25
153 AND 154	152.93	160.93
155 AND 156	155.30	163.30
157 THROUGH 160	157.95	165.95
161 AND 162	157.98	165.98
163 AND 164	155.92	163.92
165 AND 166	153.27	161.27
167 AND 168	152.03	160.03
169 AND 170	149.35	157.35
171 AND 172	146.95	154.95
173 AND 174	144.35	152.35
175 AND 176		
177 THROUGH 180		
181 AND 182		
183 AND 184		
185 AND 186		
187 AND 188		
189 AND 190		
191 AND 192		
193 AND 194		
195 AND 196		
197 AND 198		
199 AND 200		
201 AND 202		
203 AND 204		
205 AND 206		
207 AND 208		
209 THROUGH 212		
213 AND 214		
215 AND 216		

NOTES:

ELEVATIONS SHOWN ABOVE ARE BASED UPON NATIONAL GEODETIC VERTICAL
DATUM OF 1929

NOT FULL AND COMPLETE WITHOUT EXHIBIT "A" AND "B" CONTAINED IN OFFICIAL
RECORDS BOOK 3047, PAGE 2235, POLK COUNTY, FLORIDA.

PARKING STRIPPING IS NOT COMPLETE OR CERTIFIED HERETO.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE CONSTRUCTION OF UNITS 141 THROUGH 144
SHOWN HEREIN IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL, TOGETHER
WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM
PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND
DIMENSIONS OF THE IMPROVEMENTS AND SO THAT THE IDENTIFICATION,
LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS CAN BE DETERMINED
FROM THESE MATERIALS.

DATE OF FIELD ELEVATIONS:
23 MARCH 1999

REVISION 1: REVISE TABLE AND CERTIFICATION 04/01/99



This survey is not valid without the signature and original raised of a Florida licensed surveyor and mapper


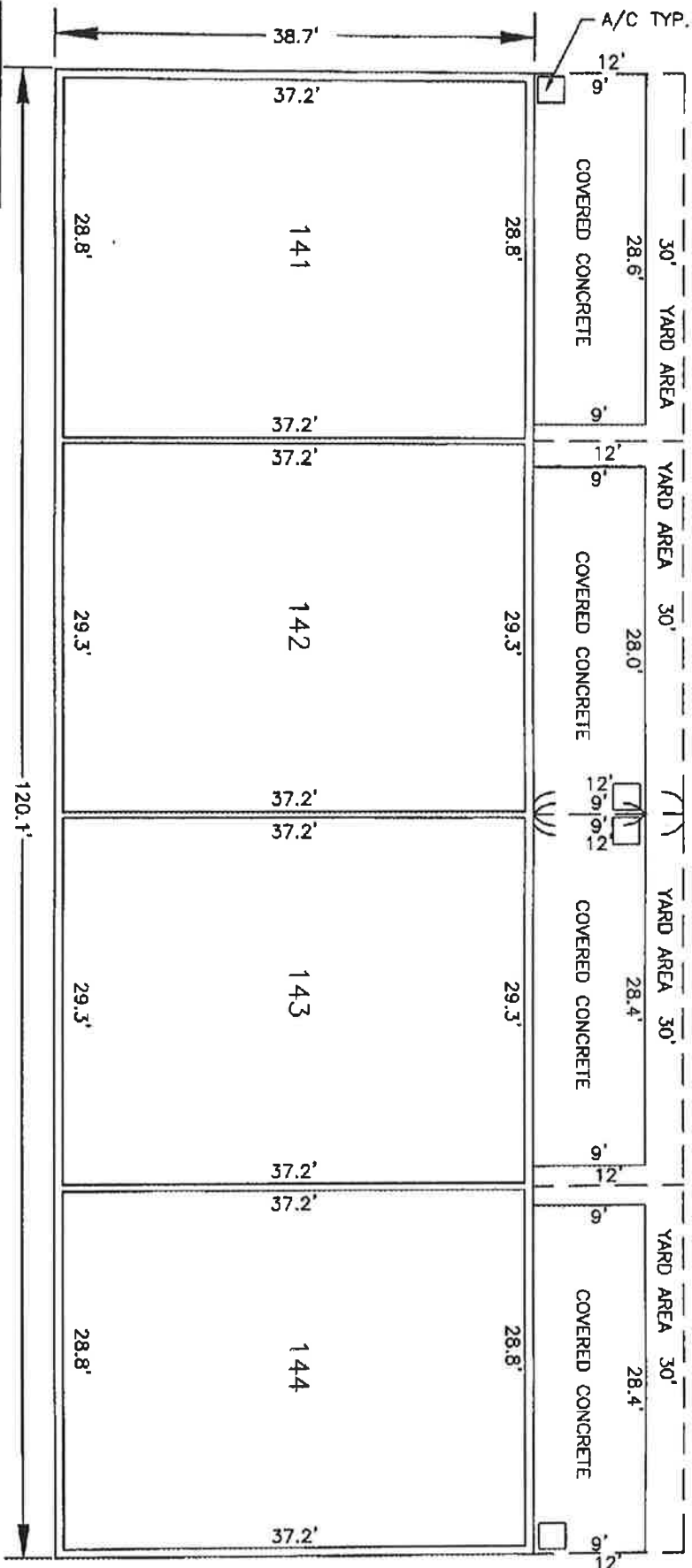

Robert A. Stevens
Florida Registered Surveyor and Mapper #5388
THE SURVEY CREW INC.
Certificate No. LB 5450
Street Address: 2105 Dundee Road
Winter Haven, FL 33883
Mailing Address: P.O. Box 9309
Winter Haven, FL 33883
(841) 299-9900

EXHIBIT "B"
SHEET 12 OF 13

THIS CERTIFICATION CONTAINS FOUR SHEETS AND IS NOT FULL AND COMPLETE WITHOUT SHEETS "A," "B," "C," AND "D"

SHEET 'B'



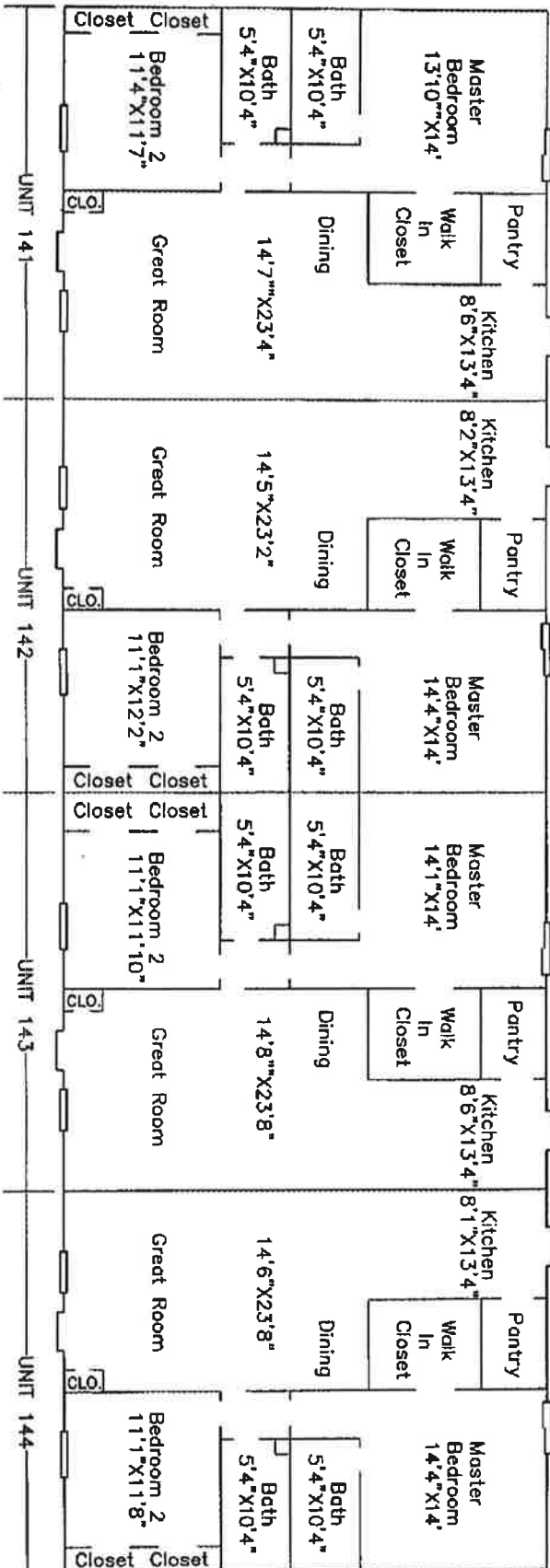
**The
SURVEY CREW**
P.O. BOX 5008/WINTER HAVEN
FLORIDA 33903-8208
(813) 299-8000



SCALE: 1"=10'

CONDOMINIUM

SHEET 'C'



SCALE: 1"=10'

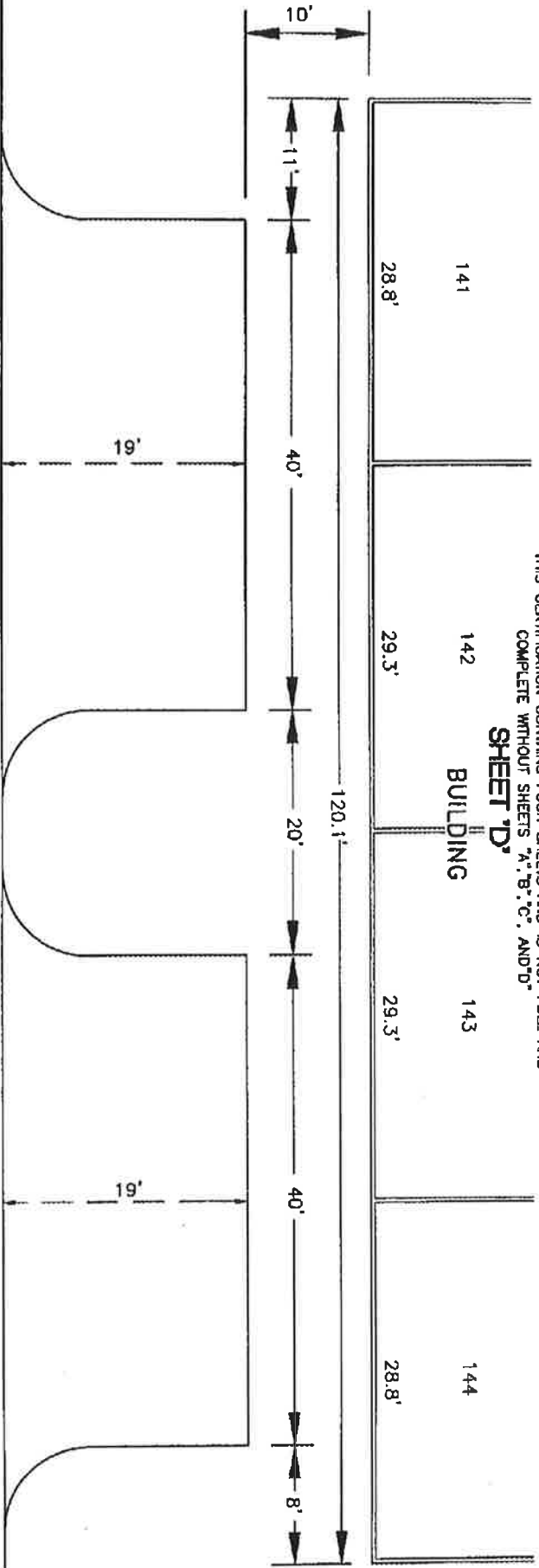
2 BEDROOM FLOOR PLAN

WINTER RIDGE CONDOMINIUM

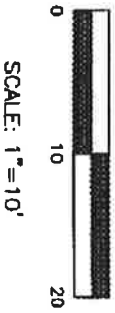
THIS CERTIFICATION CONTAINS FOUR SHEETS AND IS NOT FULL AND COMPLETE WITHOUT SHEETS "A," "B," "C," AND "D."

SHEET "D"

BUILDING



The SURVEY CREW
P.L.A. DEPT. PROF. REG. NO. 12 5452
2106 DUNNAGE ROAD
P.O. BOX 8309/WINTER HAVEN
FLORIDA 33881-8309
(813) 298-0800



INSTR # 99062541

OR BK 04226 PG 0013

RECORDED 04/21/99 10:02 AM

RICHARD M. WEISS CLERK OF COURT

POLK COUNTY

DEPUTY CLERK 8 Beaches

This Instrument Prepared By and
Returned to:

R
E
Guy T. Rizzo, Esquire
Lake Smart, Ltd.

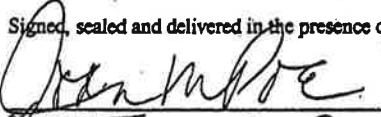
114 Winter Ridge Drive
Winter Haven, FL 33881

NINTH AMENDMENT OF THE DECLARATION OF
CONDOMINIUM OF WINTER RIDGE CONDOMINIUM


The undersigned being the Developer of WINTER RIDGE CONDOMINIUM pursuant to that certain Declaration of Condominium for WINTER RIDGE CONDOMINIUM filed December 26, 1991, in Official Records Book 3047, Page 2235, et seq. of the Public Records of Polk County, Florida, as amended by the First Amendment dated 3/6/92, recorded in Official Records Book 3076, Page 2250 et seq. of the Public Records of Polk County, Florida, and as amended by the Second Amendment dated 5/16/94, recorded in Official Records Book 3389, Page 1060 et seq. of the Public Records of Polk County, Florida, and as amended by the Third Amendment dated 6/28/95, recorded in Official Records Book 3550, Page 0910 et seq. of the Public Records of Polk County, Florida, which Amendment was subsequently amended by Amendment to Third Amendment dated 9/11/95, recorded in Official Records Book 3581, Page 1664, and as amended by the Fourth Amendment filed 11/17/95, recorded in Official Records Book 3604, Page 1684 et seq. of the Public Records of Polk County, Florida, and as amended by the Fifth Amendment filed 5/22/96, recorded in official Records Book 3681, Page 1965 et seq. of the Public Records of Polk County, Florida, and as amended by the Sixth Amendment filed 1/22/97, recorded in Official Records Book 3785, Page 1783 et seq. of the Public Records of Polk County, Florida, and as amended by the Seventh Amendment filed 12/23/97, recorded in official Records Book 3949, Page 2252 et seq. of the Public Records of Polk County, Florida, and as amended by Eighth Amendment filed 4/2/99, recorded in Official Records Book 04214, Page 2188 does hereby amend the said Declaration of Condominium, pursuant to Florida Statute 718.104, for the purpose of including in Exhibit "B" of the Declaration of Condominium, the Elevations and Engineering certificate attached hereto for Units 137 through 140 inclusive of WINTER RIDGE CONDOMINIUM.

Dated this 20th day of April, 1999.

Signed, sealed and delivered in the presence of:


Signature Joan M. Poe

Printed Signature


Signature Brooks E. Bender

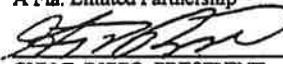
Printed Signature

Brooks E. Bender

STATE OF FLORIDA
COUNTY OF POLK

LAKE SMART, LTD.

A Fla. Limited Partnership


Signature

GUY T. RIZZO, PRESIDENT

LAKE SMART, INC.

A FLORIDA CORPORATION

GENERAL PARTNER

123 Wisteria Drive

Longwood, FL 32779



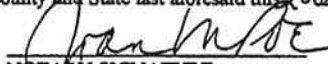
I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared Guy T. Rizzo, President of Lake Smart, Inc., known to me to be the person described in and who executed the Sixth Amendment of the Declaration of Condominium, who acknowledged before me that he executed the foregoing Eighth Amendment of the Declaration of Condominium of Winter Ridge Condominium, that I relied upon the following forms of identification of the above named person: Personally Known and that an oath was not taken.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of April 1999.

(EXPIRATION STAMP)



Joan M. Poe
MY COMMISSION # CC703876 EXPIRES
February 2, 2002
BONDED THRU TROY FARM INSURANCE, INC.


NOTARY SIGNATURE
Joan M. Poe
PRINTED NAME

WINTER RIDGE CONDOMINIUM

THIS CERTIFICATION CONTAINS FOUR SHEETS AND IS NOT FULL AND
COMPLETE WITHOUT SHEETS "A", "B", "C", AND "D"

SHEET 'A'

UNITS	ELEVATION OF LOWER LIMITS OF UNIT	ELEVATION OF UPPER LIMITS OF UNIT
127 AND 128		
129 AND 130	150.30	158.30
131 AND 132	147.84	155.84
133 AND 134	145.14	153.14
135 AND 136	142.86	150.86
137 THROUGH 140	140.20	148.15
141 AND 142	140.05	148.00
143 AND 144	143.07	150.97
145 AND 146		
147 AND 148	145.32	153.32
149 AND 150	148.00	156.00
151 AND 152	150.25	158.25
153 AND 154	152.93	160.93
155 AND 156	155.30	163.30
157 THROUGH 160	157.95	165.95
161 AND 162	157.98	165.98
163 AND 164	155.92	163.92
165 AND 166	153.27	161.27
167 AND 168	152.03	160.03
169 AND 170	149.35	157.35
171 AND 172	146.95	154.95
173 AND 174	144.35	152.35
175 AND 176		
177 THROUGH 180		
181 AND 182		
183 AND 184		
185 AND 186		
187 AND 188		
189 AND 190		
191 AND 192		
193 AND 194		
195 AND 196		
197 AND 198		
199 AND 200		
201 AND 202		
203 AND 204		
205 AND 206		
207 AND 208		
209 THROUGH 212		
213 AND 214		
215 AND 216		

NOTES:

ELEVATIONS SHOWN ABOVE ARE BASED UPON NATIONAL GEODETIC VERTICAL
DATUM OF 1929

NOT FULL AND COMPLETE WITHOUT EXHIBIT "A" AND "B" CONTAINED IN OFFICIAL
RECORDS BOOK 3047, PAGE 2235, POLK COUNTY, FLORIDA.

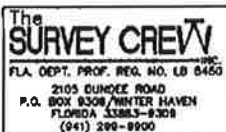
PARKING STRIPPING IS NOT COMPLETE OR CERTIFIED HERETO.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE CONSTRUCTION OF UNITS 137 THROUGH 140
SHOWN HEREIN IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL, TOGETHER
WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM
PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND
DIMENSIONS OF THE IMPROVEMENTS AND SO THAT THE IDENTIFICATION,
LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS CAN BE DETERMINED
FROM THESE MATERIALS.

DATE OF FIELD ELEVATIONS:
23 MARCH 1999

REVISION 2: REVISE TABLE AND CERTIFICATION 04/16/99
REVISION 1: REVISE TABLE AND CERTIFICATION 04/01/99



Robert A. Stevens
Florida Registered Surveyor and Mapper #5388
THE SURVEY CREW INC.
Certificate No. LB 5450
Street Address: 2105 Dundee Road
Winter Haven, FL 33883
Mailing Address: P.O. Box 9309
Winter Haven, FL 33883
(941) 299-9900

EXHIBIT "B"
SHEET 12 OF 13

This survey is not valid without the signature and original raised of a Florida licensed surveyor and mapper

POLK OR BK 04226 PG 0014

WINTER RIDGE CONDOMINIUM

THIS CERTIFICATION CONTAINS FOUR SHEETS AND IS NOT FULL AND COMPLETE WITHOUT SHEETS "A", "B", "C", AND "D"

SHEET "D"

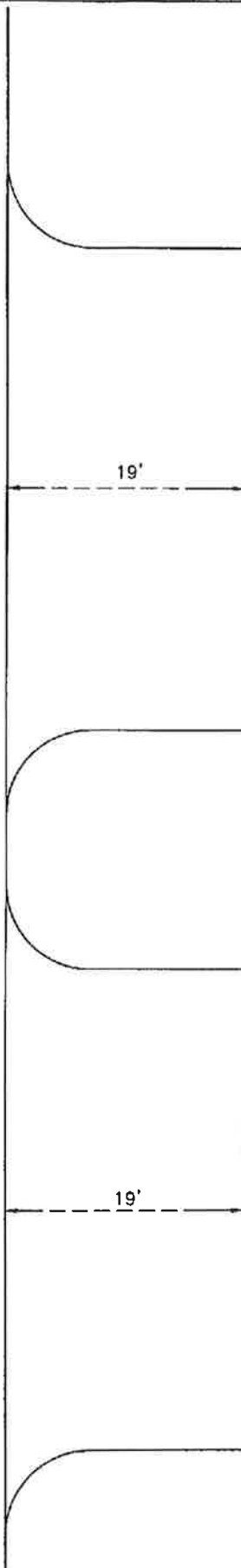
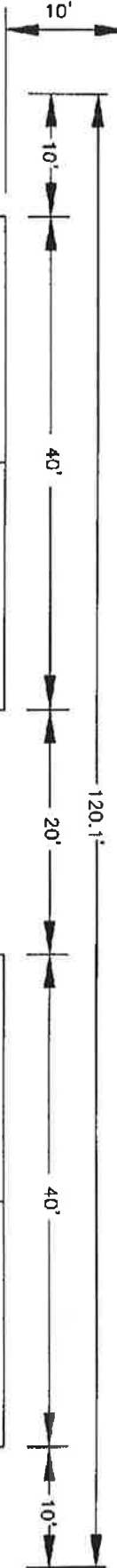
BUILDING

137
28.8'

138
29.2'

139
29.2'

140
28.8'



The SURVEY CREW
P.L. DEPT. INC. REG. NO. LB 5450
2105 DUNN ROAD
P.O. BOX 1000 WINTER HAVEN
FL 33884
(813) 298-8000



SCALE: 1" = 10'

INSTR # 99078257
OR BK 04242 PG 2058
RECORDED 05/17/99 01:39 PM
RICHARD M. WEISS CLERK OF COURT
POLK COUNTY
DEPUTY CLERK B Beacham

This Instrument Prepared By and
Returned to:
Guy T. Rizzo, Esquire
Lake Smart, Ltd.
114 Winter Ridge Drive
Winter Haven, FL 33881

TENTH AMENDMENT OF THE DECLARATION OF
CONDOMINIUM OF WINTER RIDGE CONDOMINIUM

The undersigned being the Developer of WINTER RIDGE CONDOMINIUM pursuant to that certain Declaration of Condominium for WINTER RIDGE CONDOMINIUM filed December 26, 1991, in Official Records Book 3047, Page 2235, et seq. of the Public Records of Polk County, Florida, as amended by the First Amendment dated 3/6/92, recorded in Official Records Book 3076, Page 2250 et seq. of the Public Records of Polk County, Florida, and as amended by the Second Amendment dated 5/16/94, recorded in Official Records Book 3389, Page 1060 et seq. of the Public Records of Polk County, Florida, and as amended by the Third Amendment dated 6/28/95, recorded in Official Records Book 3550, Page 0910 et seq. of the Public Records of Polk County, Florida, which Amendment was subsequently amended by Amendment to Third Amendment dated 9/11/95, recorded in Official Records Book 3581, Page 1664, and as amended by the Fourth Amendment filed 11/17/95, recorded in Official Records Book 3604, Page 1684 et seq. of the Public Records of Polk County, Florida, and as amended by the Fifth Amendment filed 5/22/96, recorded in official Records Book 3681, Page 1965 et seq. of the Public Records of Polk County, Florida, and as amended by the Sixth Amendment filed 1/22/97, recorded in Official Records Book 3785, Page 1783 et seq. of the Public Records of Polk County, Florida, and as amended by the Seventh Amendment filed 12/23/97, recorded in official Records Book 3949, Page 2252 et seq. of the Public Records of Polk County, Florida, and as amended by Eighth Amendment filed 4/2/99, recorded in Official Records Book 04214, Page 2188 and as amended by Ninth Amendment filed 4/21/99, recorded in Official Records Book 04226, Page 0013, does hereby amend the said Declaration of Condominium, pursuant to Florida Statute 718.104, for the purpose of including in Exhibit "B" of the Declaration of Condominium, the Elevations and Engineering certificate attached hereto for Units 173 through 176 inclusive and Units 197 through 200 inclusive of WINTER RIDGE CONDOMINIUM.

Dated this 17 day of May, 1999.

Signed, sealed and delivered in the presence of:

Signature

Printed Signature

Signature

Printed Signature

STATE OF FLORIDA
COUNTY OF POLK

LAKE SMART, LTD.

A Fla. Limited Partnership

GUY T. RIZZO, PRESIDENT

LAKE SMART, INC.

A FLORIDA CORPORATION

GENERAL PARTNER

123 Wisteria Drive

Longwood, FL 32779



I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared Guy T. Rizzo, President of Lake Smart, Inc., known to me to be the person described in and who executed the Tenth Amendment of the Declaration of Condominium, who acknowledged before me that he executed the foregoing Tenth Amendment of the Declaration of Condominium of Winter Ridge Condominium, that I relied upon the following forms of identification of the above named person: Personally Known and that an oath was not taken.

WITNESS my hand and official seal in the County and State last aforesaid this 17 day of May, 1999.

(EXPIRATION STAMP)

NOTARY SIGNATURE

PRINTED NAME



Joan M. Poe
MY COMMISSION # CC703876 EXPIRES
February 2, 2002
BONDED THRU TROY FARM INSURANCE, INC.

ISTR # 99100481

OR BK 04266 PG 0995

RECORDED 06/23/99 02:37 PM
RICHARD M. WEISS CLERK OF COURT
POLK COUNTY
DEPUTY CLERK L Richards

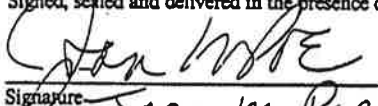
PE
This Instrument Prepared By and
Returned to:
C. T. F. E.
Lake Smart, Ltd.
114 Winter Ridge Drive
Winter Haven, FL 33881

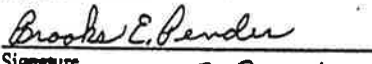
ELEVENTH AMENDMENT OF THE DECLARATION OF
CONDOMINIUM OF WINTER RIDGE CONDOMINIUM

The undersigned being the Developer of WINTER RIDGE CONDOMINIUM pursuant to that certain Declaration of Condominium for WINTER RIDGE CONDOMINIUM filed December 26, 1991, in Official Records Book 3047, Page 2235, et seq. of the Public Records of Polk County, Florida, as amended by the First Amendment dated 3/6/92, recorded in Official Records Book 3076, Page 2250 et seq. of the Public Records of Polk County, Florida, and as amended by the Second Amendment dated 5/16/94, recorded in Official Records Book 3389, Page 1060 et seq. of the Public Records of Polk County, Florida, and as amended by the Third Amendment dated 6/28/95, recorded in Official Records Book 3550, Page 0910 et seq. of the Public Records of Polk County, Florida, which Amendment was subsequently amended by Amendment to Third Amendment dated 9/11/95, recorded in Official Records Book 3581, Page 1664, and as amended by the Fourth Amendment filed 11/17/95, recorded in Official Records Book 3604, Page 1684 et seq. of the Public Records of Polk County, Florida, and as amended by the Fifth Amendment filed 5/22/96, recorded in official Records Book 3681, Page 1965 et seq. of the Public Records of Polk County, Florida, and as amended by the Sixth Amendment filed 1/22/97, recorded in Official Records Book 3785, Page 1783 et seq. of the Public Records of Polk County, Florida, and as amended by the Seventh Amendment filed 12/23/97, recorded in official Records Book 3949, Page 2252 et seq. of the Public Records of Polk County, Florida, and as amended by Eighth Amendment filed 4/2/99, recorded in Official Records Book 04214, Page 2188 and as amended by Ninth Amendment filed 4/21/99, recorded in Official Records Book 04226, Page 0013, and as amended by Tenth Amendment filed 5/17/99, recorded in Official Records Book 04242, Page 2058 does hereby amend the said Declaration of Condominium, pursuant to Florida Statute 718.104, for the purpose of including in Exhibit "B" of the Declaration of Condominium, the Elevations and Engineering certificate attached hereto for Units 77 through 80 inclusive Units 193 through 196 inclusive and Units 201 through 204 inclusive of WINTER RIDGE CONDOMINIUM.

Dated this 18 day of June, 1999.


Signed, sealed and delivered in the presence of:


Signature
Joan M Poe
Printed Signature

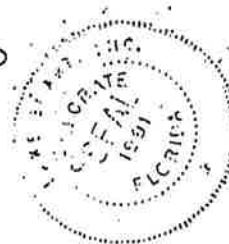

Signature
Brooks E Pender
Printed Signature

LAKE SMART, LTD.

A Fla. Limited Partnership


GUY T. RIZZO, PRESIDENT

LAKE SMART, INC.
A FLORIDA CORPORATION
GENERAL PARTNER
123 Wisteria Drive
Longwood, FL 32779



STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared Guy T. Rizzo, President of Lake Smart, Inc., known to me to be the person described in and who executed the Tenth Amendment of the Declaration of Condominium, who acknowledged before me that he executed the foregoing Eleventh Amendment of the Declaration of Condominium of Winter Ridge Condominium, that I relied upon the following forms of identification of the above named person: Personally Known and that an oath was not taken.

WITNESS my hand and official seal in the County and State last aforesaid this 18 day of June, 1999.

(EXPIRATION STAMP)



Joan M. Poe
MY COMMISSION # CC703876 EXPIRES
February 2, 2002
BONDED THRU TROY FARM INSURANCE, INC.


NOTARY SIGNATURE
Joan M Poe
PRINTED NAME

INSTR # 2000012625

OR BK 04391 PG 2014

RECORDED 01/26/2000 11:51 AM
RICHARD M. WEISS CLERK OF COURT
POLK COUNTY
DEPUTY CLERK B Beacham

This Instrument Prepared By and
Returned to:

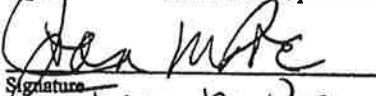
R
E
Guy T. Rizzo, Esquire
Lake Smart, Ltd.
114 Winter Ridge Drive
Winter Haven, FL 33881

TWELFTH AMENDMENT OF THE DECLARATION OF
CONDOMINIUM OF WINTER RIDGE CONDOMINIUM

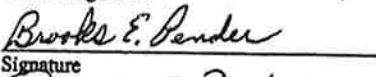
The undersigned being the Developer of WINTER RIDGE CONDOMINIUM pursuant to that certain Declaration of Condominium for WINTER RIDGE CONDOMINIUM filed December 26, 1991, in Official Records Book 3047, Page 2235, et seq. of the Public Records of Polk County, Florida, as amended by the First Amendment dated 3/6/92, recorded in Official Records Book 3076, Page 2250 et seq. of the Public Records of Polk County, Florida, and as amended by the Second Amendment dated 5/16/94, recorded in Official Records Book 3389, Page 1060 et seq. of the Public Records of Polk County, Florida, and as amended by the Third Amendment dated 6/28/95, recorded in Official Records Book 3550, Page 0910 et seq. of the Public Records of Polk County, Florida, which Amendment was subsequently amended by Amendment to Third Amendment dated 9/11/95, recorded in Official Records Book 3581, Page 1664, and as amended by the Fourth Amendment dated 11/17/95, recorded in Official Records Book 3604, Page 1684 et seq. of the Public Records of Polk County, Florida, and as amended by the Fifth Amendment filed 5/22/96, recorded in official Records Book 3681, Page 1965 et seq. of the Public Records of Polk County, Florida, and as amended by the Sixth Amendment filed 1/22/97, recorded in Official Records Book 3785, Page 1783 et seq. of the Public Records of Polk County, Florida, and as amended by the Seventh Amendment filed 12/23/97, recorded in official Records Book 3949, Page 2252 et seq. of the Public Records of Polk County, Florida, and as amended by Eighth Amendment filed 4/2/99, recorded in Official Records Book 04214, Page 2188 and as amended by Ninth Amendment filed 4/21/99, recorded in Official Records Book 04226, Page 0013, and as amended by Tenth Amendment filed 5/17/99, recorded in Official Records Book 04242, Page 2058, and as amended by Eleventh Amendment filed 6/23/99, recorded in Official Records Book 04266, Page 0995 does hereby amend the said Declaration of Condominium, pursuant to Florida Statute 718.104, for the purpose of including in Exhibit "B" of the Declaration of Condominium, the Elevations and Engineering certificate attached hereto for Units 81 through 84 inclusive and Units 189 through 192 inclusive of WINTER RIDGE CONDOMINIUM.

Dated this day of January, 2000.

Signed, sealed and delivered in the presence of:


Signature

Joan M. Poe
Printed Signature


Signature

Brooks E. Pender
Printed Signature

LAKE SMART, LTD.

A Fla. Limited Partnership



GUY T. RIZZO, PRESIDENT
LAKE SMART, INC.
A FLORIDA CORPORATION
GENERAL PARTNER
123 Wisteria Drive
Longwood, FL 32779

STATE OF FLORIDA
COUNTY OF POLK

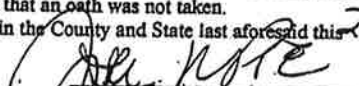
I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared Guy T. Rizzo, President of Lake Smart, Inc., known to me to be the person described in and who executed the Twelfth Amendment of the Declaration of Condominium, who acknowledged before me that he executed the foregoing Eleventh Amendment of the Declaration of Condominium of Winter Ridge Condominium, that I relied upon the following forms of identification of the above named person: Personally Known and that an oath was not taken.

WITNESS my hand and official seal in the County and State last aforesaid this day of January, 2000.

(EXPIRATION STAMP)



Joan M. Poe
MY COMMISSION # CC703876 EXPIRES
February 2, 2002
BONDED THROUGH TROY FAIN INSURANCE, INC.


NOTARY SIGNATURE
Joan M. Poe
PRINTED NAME

INSTR # 2000024307

OR BK 04404 PG 0282

RECORDED 02/16/2000 02:52 PM
RICHARD M. WEISS CLERK OF COURT
POLK COUNTY
DEPUTY CLERK L. Richards

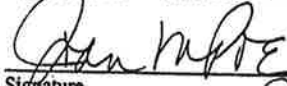
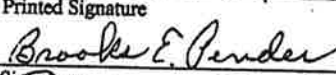
This Instrument Prepared By and
Returned to:
Guy T. Rizzo, Esquire
Lake Smart, Ltd.
114 Winter Ridge Drive
Winter Haven, FL 33881

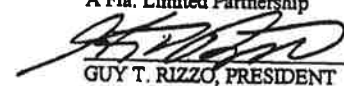
THIRTEENTH AMENDMENT OF THE DECLARATION OF
CONDOMINIUM OF WINTER RIDGE CONDOMINIUM

The undersigned being the Developer of WINTER RIDGE CONDOMINIUM pursuant to that certain Declaration of Condominium for WINTER RIDGE CONDOMINIUM filed December 26, 1991, in Official Records Book 3047, Page 2235, et seq. of the Public Records of Polk County, Florida, as amended by the First Amendment dated 3/6/92, recorded in Official Records Book 3076, Page 2250 et seq. of the Public Records of Polk County, Florida, and as amended by the Second Amendment dated 5/16/94, recorded in Official Records Book 3389, Page 1060 et seq. of the Public Records of Polk County, Florida, and as amended by the Third Amendment dated 6/28/95, recorded in Official Records Book 3550, Page 0910 et seq. of the Public Records of Polk County, Florida, which Amendment was subsequently amended by Amendment to Third Amendment dated 9/11/95, recorded in Official Records Book 3581, Page 1664, and as amended by the Fourth Amendment filed 11/17/95, recorded in Official Records Book 3604, Page 1684 et seq. of the Public Records of Polk County, Florida, and as amended by the Fifth Amendment filed 5/22/96, recorded in official Records Book 3681, Page 1965 et seq. of the Public Records of Polk County, Florida, and as amended by the Sixth Amendment filed 1/22/97, recorded in Official Records Book 3785, Page 1783 et seq. of the Public Records of Polk County, Florida, and as amended by the Seventh Amendment filed 12/23/97, recorded in official Records Book 3949, Page 2252 et seq. of the Public Records of Polk County, Florida, and as amended by Eighth Amendment filed 4/2/99, recorded in Official Records Book 04214, Page 2188 and as amended by Ninth Amendment filed 4/21/99, recorded in Official Records Book 04226, Page 0013, and as amended by Tenth Amendment filed 5/17/99, recorded in Official Records Book 04242, Page 2058, and as amended by Eleventh Amendment filed 6/23/99, recorded in Official Records Book 04266, Page 0995, and as amended by Twelfth Amendment filed 1/26/2000, recorded in Official Records Book 04391, Page 2014 et seq. does hereby amend the said Declaration of Condominium, pursuant to Florida Statute 718.104, for the purpose of including in Exhibit "B" of the Declaration of Condominium, the Elevations and Engineering certificate attached hereto for Units 61 through 64 inclusive, Units 185 through 188 inclusive and Units 205 through 212 inclusive of WINTER RIDGE CONDOMINIUM.

Dated this 15 day of February, 2000.

Signed, sealed and delivered in the presence of:


Signature
Joan M. Poe.
Printed Signature

Signature
Brooks E. Pender
Printed Signature

LAKE SMART, LTD.
A Fla. Limited Partnership

GUY T. RIZZO, PRESIDENT
LAKE SMART, INC.
A FLORIDA CORPORATION
GENERAL PARTNER
123 Wisteria Drive
Longwood, FL 32779

STATE OF FLORIDA
COUNTY OF POLK

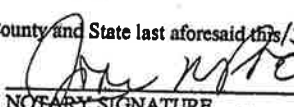
I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared Guy T. Rizzo, President of Lake Smart, Inc., known to me to be the person described in and who executed the Thirteenth Amendment of the Declaration of Condominium, who acknowledged before me that he executed the foregoing Eleventh Amendment of the Declaration of Condominium of Winter Ridge Condominium, that I relied upon the following forms of identification of the above named person: Personally Known and that an oath was not taken.

WITNESS my hand and official seal in the County and State last aforesaid this 15 day of February, 2000.

(EXPIRATION STAMP)



Joan M. Poe
MY COMMISSION # CC703876 EXPIRES
February 2, 2002
BONDED THRU TROY FARM INSURANCE, INC.


NOTARY SIGNATURE
Joan M. Poe
PRINTED NAME

LAKE SMART LTD
114 WINTER RIDGE DR
WINTER HAVEN, FL 33881

This Instrument Prepared By and
Returned to:
Guy T. Rizzo, Esquire
Lake Smart, Ltd.
114 Winter Ridge Drive
Winter Haven, FL 33881

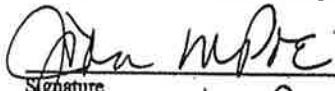
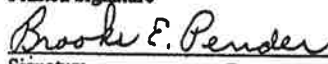
INSTR # 2000068065
OR BK 04449 PG 2265
RECORDED 05/03/2000 03:39 PM
RICHARD M. WEISS CLERK OF COURT
POLK COUNTY
DEPUTY CLERK B Beacham

FOURTEENTH AMENDMENT OF THE DECLARATION OF
CONDOMINIUM OF WINTER RIDGE CONDOMINIUM

The undersigned being the Developer of WINTER RIDGE CONDOMINIUM pursuant to that certain Declaration of Condominium for WINTER RIDGE CONDOMINIUM filed December 26, 1991, in Official Records Book 3047, Page 2235, et seq. of the Public Records of Polk County, Florida, as amended by the First Amendment dated 3/6/92, recorded in Official Records Book 3076, Page 2250 et seq. of the Public Records of Polk County, Florida, and as amended by the Second Amendment dated 5/16/94, recorded in Official Records Book 3389, Page 1060 et seq. of the Public Records of Polk County, Florida, and as amended by the Third Amendment dated 6/28/95, recorded in Official Records Book 3550, Page 0910 et seq. of the Public Records of Polk County, Florida, which Amendment was subsequently amended by Amendment to Third Amendment dated 9/11/95, recorded in Official Records Book 3581, Page 1664, and as amended by the Fourth Amendment filed 11/17/95, recorded in Official Records Book 3604, Page 1684 et seq. of the Public Records of Polk County, Florida, and as amended by the Fifth Amendment filed 5/22/96, recorded in official Records Book 3681, Page 1965 et seq. of the Public Records of Polk County, Florida, and as amended by the Sixth Amendment filed 1/22/97, recorded in Official Records Book 3785, Page 1783 et seq. of the Public Records of Polk County, Florida, and as amended by the Seventh Amendment filed 12/23/97, recorded in official Records Book 3949, Page 2252 et seq. of the Public Records of Polk County, Florida, and as amended by Eighth Amendment filed 4/2/99, recorded in Official Records Book 04214, Page 2188 and as amended by Ninth Amendment filed 4/21/99, recorded in Official Records Book 04226, Page 0013, and as amended by Tenth Amendment filed 5/17/99, recorded in Official Records Book 04242, Page 2058, and as amended by Eleventh Amendment filed 6/23/99, recorded in Official Records Book 04266, Page 0995, and as amended by Twelfth Amendment filed 1/26/2000, recorded in Official Records Book 04391, Page 2014 et seq. and as amended by Thirteenth Amendment filed 2/16/00, recorded in Official Records Book 04404, Page 0282 et seq. does hereby amend the said Declaration of Condominium, pursuant to Florida Statute 718.104, for the purpose of including in Exhibit "B" of the Declaration of Condominium, the Elevations and Engineering certificate attached hereto for Units 181 through 184 inclusive and Units 213 through 216 inclusive of WINTER RIDGE CONDOMINIUM.

Dated this 27 day of April, 2000.

Signed, sealed and delivered in the presence of:


Signature
Joan M. Poe
Printed Signature

Signature
Brooks E. Pender
Printed Signature

LAKE SMART, LTD.

A Fla. Limited Partnership


GUY T. RIZZO, PRESIDENT
LAKE SMART, INC.
A FLORIDA CORPORATION
GENERAL PARTNER
123 Wisteria Drive
Longwood, FL 32779

STATE OF FLORIDA
COUNTY OF POLK

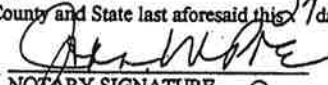
I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared Guy T. Rizzo, President of Lake Smart, Inc., known to me to be the person described in and who executed the Fourteenth Amendment of the Declaration of Condominium, who acknowledged before me that he executed the foregoing Fourteenth Amendment of the Declaration of Condominium of Winter Ridge Condominium, that I relied upon the following forms of identification of the above named person: Personally Known and that an oath was not taken.

WITNESS my hand and official seal in the County and State last aforesaid this 27 day of April, 2000.

(EXPIRATION STAMP)



Joan M. Poe
MY COMMISSION # CC703876 EXPIRES
February 2, 2002
BONDED THRU TROY FAIR INSURANCE, INC.


NOTARY SIGNATURE
Joan M. Poe
PRINTED NAME

This Instrument Prepared By and
Returned to:
Guy T. Rizzo, Esquire
Lake Smart, Ltd.
114 Winter Ridge Drive
Winter Haven, FL 33881

INSTR # 2000194287
OR BK 04584 PG 1093
RECORDED 12/06/2000 10:30 AM
RICHARD M. WEISS CLERK OF COURT
POLK COUNTY
DEPUTY CLERK L. Richards

FIFTEENTH AMENDMENT OF THE DECLARATION OF
CONDOMINIUM OF WINTER RIDGE CONDOMINIUM

The undersigned being the Developer of WINTER RIDGE CONDOMINIUM pursuant to that certain Declaration of Condominium for WINTER RIDGE CONDOMINIUM filed December 26, 1991, in Official Records Book 3047, Page 2235, et seq. of the Public Records of Polk County, Florida, as amended by the First Amendment dated 3/6/92, recorded in Official Records Book 3076, Page 2250 et seq. of the Public Records of Polk County, Florida, and as amended by the Second Amendment dated 5/16/94, recorded in Official Records Book 3389, Page 1060 et seq. of the Public Records of Polk County, Florida, and as amended by the Third Amendment dated 6/28/95, recorded in Official Records Book 3550, Page 0910 et seq. of the Public Records of Polk County, Florida, which Amendment was subsequently amended by Amendment to Third Amendment dated 9/11/95, recorded in Official Records Book 3581, Page 1664, and as amended by the Fourth Amendment filed 11/17/95, recorded in Official Records Book 3604, Page 1684 et seq. of the Public Records of Polk County, Florida, and as amended by the Fifth Amendment filed 5/22/96, recorded in Official Records Book 3681, Page 1965 et seq. of the Public Records of Polk County, Florida, and as amended by the Sixth Amendment filed 1/22/97, recorded in Official Records Book 3785, Page 1783 et seq. of the Public Records of Polk County, Florida, and as amended by the Seventh Amendment filed 12/23/97, recorded in Official Records Book 3949, Page 2252 et seq. of the Public Records of Polk County, Florida, and as amended by Eighth Amendment filed 4/2/99, recorded in Official Records Book 04214, Page 2188 and as amended by Ninth Amendment filed 4/21/99, recorded in Official Records Book 04226, Page 0013, and as amended by Tenth Amendment filed 5/17/99, recorded in Official Records Book 04242, Page 2038, and as amended by Eleventh Amendment filed 6/23/99, recorded in Official Records Book 04266, Page 0995, and as amended by Twelfth Amendment filed 1/26/2000, recorded in Official Records Book 04391, Page 2014 et seq. and as amended by Thirteenth Amendment filed 2/16/00, recorded in Official Records Book 04404, Page 0282 et seq. and as amended by Fourteenth Amendment filed 5/3/00, recorded in Official Records Book 04449, Page 2265 et seq. does hereby amend the said Declaration of Condominium, pursuant to Florida Statute 718.104, for the purpose of including in Exhibit "B" of the Declaration of Condominium, the Elevations and Engineering certificate attached hereto for Units 177 through 180 inclusive, Units 217 through 220 inclusive, Units 221 through 224 inclusive, Units 225 through 228 inclusive and Units 229 through 232 inclusive of WINTER RIDGE CONDOMINIUM.

Dated this 5 day of November, 2000.
Signed, sealed and delivered in the presence of:


Signature
Guy T. Rizzo
Printed Signature
Brooks E. Rander
Signature
Brooks E. Rander
Printed Signature

LAKE SMART, LTD.
A Fla. Limited Partnership

GUY T. RIZZO, PRESIDENT
LAKE SMART, INC.
A FLORIDA CORPORATION
GENERAL PARTNER
123 Winter Drive
Longwood, FL 32779

STATE OF FLORIDA
COUNTY OF POLK

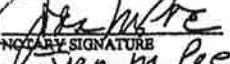
I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared Guy T. Rizzo, President of Lake Smart, Inc., known to me to be the person described in and who executed the Fifteenth Amendment of the Declaration of Condominium, who acknowledged before me that he executed the foregoing Fifteenth Amendment of the Declaration of Condominium of Winter Ridge Condominium, that I relied upon the following forms of identification of the above named person: Personally Known and that an oath was not taken.

WITNESS my hand and official seal in the County and State last aforesaid this 5 day of November, 2000.

(EXPIRATION STAMP)



John M. Poe
MY COMMISSION # C070376 EXPIRES
February 3, 2002
SIGNED FOR NOTARY PUBLIC, INC.


NOTARY SIGNATURE
John M. Poe
PRINTED NAME

RECEIPT FOR CONDOMINIUM DOCUMENTS

The undersigned acknowledges that the documents checked below have been received, or as to, plans and specifications, made available for inspection.

Name of Condominium: WINTER RIDGE CONDOMINIUM
Address of Condominium: 114 WINTER RIDGE DR.
Winter Haven, Florida 33881

Place a check in the column by each document received, or for the plans and, specifications, made available for inspection. If an item does not apply, place NA in the column.

DOCUMENT	RECEIVED
PROSPECTUS TEXT	_____
DECLARATION OF CONDOMINIUM	_____
ARTICLES OF INCORPORATION	_____
BY-LAWS	_____
ESTIMATED OPERATING BUDGET	_____
FORM OF AGREEMENT FOR SALE OR LEASE	_____
RULES AND REGULATIONS	_____
COVENANTS AND RESTRICTIONS	_____
GROUND LEASE	_____ NA _____
MANAGEMENT AND MAINTENANCE CONTRACTS FOR MORE THAN ONE YEAR	_____ NA _____
RENEWABLE MANAGEMENT CONTRACTS	_____ NA _____
LEASE OF RECREATIONAL AND OTHER FACILITIES TO BE USED EXCLUSIVELY BY UNIT OWNERS OF SUBJECT CONDOMINIUM	_____ NA _____
FORM OF UNIT LEASE IF A LEASEHOLD	_____ NA _____
DECLARATION OF SERVITUDE	_____ NA _____
SALES BROCHURES	_____ NA _____
PHASE DEVELOPMENT DESCRIPTION	_____ NA _____
LEASE OF RECREATIONAL AND OTHER FACILITIES TO BE USED BY UNIT OWNERS WITH OTHER CONDOMINIUMS	_____ NA _____
DESCRIPTION OF MANAGEMENT FOR SINGLE MANAGEMENT FOR MULTIPLE CONDOMINIUMS	_____ NA _____
CONVERSION INSPECTION REPORT	_____ NA _____
CONVERSION TERMITE INSPECTION REPORT	_____ NA _____
PLOT PLAN	_____
FLOOR PLAN	_____
SURVEY OF LAND AND GRAPHIC DESCRIPTION OF IMPROVEMENTS	_____
EXECUTED ESCROW AGREEMENT	_____
PLANS AND SPECIFICATIONS	MADE AVAILABLE
AMENDMENTS ONE THROUGH FOURTEEN TO DECLARATION OF CONDOMINIUM	_____
FISCAL FINANCIAL STATEMENT OF HOMEOWNERS ASSOC	_____

THE PURCHASE AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. THE PURCHASE AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THE PURCHASE AGREEMENT SHALL TERMINATE AT CLOSING.

EXECUTED THIS DAY OF 2000.

PURCHASER

PURCHASER

SEVENTEENTH AMENDMENT OF THE DECLARATION OF
CONDOMINIUM OF WINTER RIDGE CONDOMINIUM

Pursuant to the Declaration of Condominium for Winter Ridge filed December 26, 1991, in the Official Records Book 3047, Page 2235, et seq. of the Public Records of Polk County, Florida as amended by the following amendments:

BK 05481 PG 1312
RECORDED 08/21/2003 11:36:15 AM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES \$9.00
RECORDED BY L Richards

1. First amendment filed March 6, 1992, recorded in Official Records Book, Page 2250 et seq. of the Public Records of Polk County, Florida
2. Second Amendment filed May 16, 1994, recorded in Official Records Book 3389, Page 1060 et seq. of the Public Records of Polk County, Florida
3. Third Amendment filed June 28, 1995, recorded in Official Records Book 3550, Page 0910 et seq. of the Public Records of Polk County, Florida which was subsequently amended to the Third Amendment dated September 11, 1995, recorded Official Records Book 3581, Page 1664 et seq. of the Public Records of Polk County, Florida
4. Forth Amendment filed November 17, 1995, recorded in Official Records Book 3604, Page 1684 et seq. of the Public Records of Polk County, Florida
5. Fifth Amendment filed May 22, 1996, recorded in Official Records Book 3681, Page 1965 et seq. of the Public Records of Polk County, Florida,
6. Sixth Amendment filed January 22, 1997, recorded in Official Records Book 3785, Page 1783 et seq. Of the Public Records of Polk County, Florida
7. Seventh Amendment filed December 23, 1997, recorded in Official Records Book 3949, Page 2252 et seq. of the Public Records of Polk County, Florida
8. Eight Amendment filed April 2, 1999, recorded in Official Records Book 04214 Page 2188 et seq. of the Public Records of Polk County, Florida
9. Ninth Amendment filed April 22, 1999, recorded in Official Records Book 04226, Page 0013 et seq. of the Public Records of Polk County, Florida
10. Tenth Amendment filed May 17, 1999, recorded in Official Records Book 04242, Page 2058 et seq. of the Public Records of Polk County, Florida
11. Eleventh Amendment filed June 23, 1999, recorded in Official Records Book 04266, page 0995 et seq. of the Public Records of Polk County, Florida
12. Twelfth Amendment filed January 26, 2000, recorded in Official Records Book 04391, page 2014 et seq. of the Public Records of Polk County, Florida
13. Thirteenth Amendment filed on February 16, 2000, 2000, recorded in Official Records Book 04404, Page 0282 et seq. of the Public Records of Polk County, Florida
14. Fourteenth Amendment filed on May 3, 2000, recorded in Official Records Book 04449, Page 2265 et seq. of the Public Records of Polk County, Florida
15. Fifteenth Amendment filed December 6, 2000 recorded in Official Records Book 04584, Page 1093 et seq. of the Public Records of Polk County, Florida
16. Sixteenth Amendment filed December 19, 2000 recorded in Official Records Book 04593, Page 1749 of the Public Records of Polk County, Florida,
- 17.

Does here by amend the Declaration of condominium of Winter Ridge Condominium as follows:

Article II-Survey and Description of Improvements

- A. Each Condominium Unit is identified by a specific numerical designation on said EXHIBIT "B", and no condominium unit bears the same designation as any other condominium unit. Similarly, each area constituting a Limited Common Element is identified by a specified numerical designation and the Letter P or Y on said "Exhibit B" (as amended by Proxy vote August 5, 2003: Exhibit B Pages 1 thru 13 Limited Common Element Identified "P then unit number" the indicator of the owners parking space shall be expanded to include both parking space) The specific number assigned to each limited common element is the same number which has been assigned to the unit to which each such limited common element is appurtenant, so that by examining Exhibit "B" the size and location of each limited common element appurtenant to the unit can be readily ascertained.

Does here by amend the By-laws of Winter Ridge Condominium Homeowners Association, Inc as follows

Article II section 1 Number and Term

The number of directors which shall constitute the whole board shall not be less than three (3) nor more than nine (9). Until succeeded by director elected at the first annual meeting of members, directors need not be members; thereafter, all directors shall be members. Within the limits above specified, the number of directors shall be determined by the members at the annual meeting. The directors shall be elected to serve for the term of one (1) year. (as amended by Proxy vote August 5, 2003: At the annual meeting 2004 two (2) directors shall be elected to serve for Two(2) year terms and three(3) directors shall be elected to One (1) year terms, Thereafter all terms shall be Two (2) year terms or until successor shall be elected or appointed and shall qualify. The first Board of directors shall have three(3) members. The term of the original director shall be as set forth in the declaration of Condominium which provides for termination of control of the association.

Dated this day of August, 2003
Signed, sealed and delivered in the presence of:

Mike E Braddock
Signature Witness

Mike E Braddock
Printed Signature Witness

Francis G. Lauer
Signature Witness

FRANCIS G. LAUER
Printed Signature Witness

Winter Ridge Condominium Homeowners
Association, Inc. a Florida Corporation

Margaret Catalano
Margaret Catalano, Vice President

Wilma L Jones
Wilma L Jones, Secretary

Winter Ridge Condominium Homeowners
Association, Inc
90 Winter Ridge Road
Winter Haven, FL 33881

Corporation Seal:

STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared Margaret Catalano, Vice President and Wilma L Jones, Secretary of Winter Ridge Condominium Homeowners Association, Inc., known to me to be the duly elected Vice President and Secretary of Winter Ridge Condominium Homeowners Association, Inc. Board of Directors. I relied upon the following forms of identification of the above named person: PERSONALLY KNOWN and that an oath was not taken.

WITNESS my hand and official seal in Polk County in the State of Florida this 18th day of August, 2003



Alicia Garner
NOTARY SIGNATURE

ALICIA GARNER
PRINTED NAME

BY-LAWS OF
WINTER RIDGE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

GENERAL

Section 1. The Name:

The name of the corporation shall be Winter Ridge Condominium Homeowner's Association, Inc.

Section 2. The Principal Office:

The principal office of the corporation shall be 123 Wisteria Drive, Longwood, Florida 32779, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the corporation shall be kept thereat.

Section 3. Definition:

As used herein, the term "corporation" shall be the equivalent of "association" as defined in the Condominium Declaration, and the words "property", "unit owner", and "condominium" are defined as set forth in the Condominium Declaration to which these By-Laws are attached.

ARTICLE II

DIRECTORS

Section 1. Number and Term:

The number of directors which shall constitute the whole board shall not be less than three (3) nor more than nine (9). Until succeeded by directors elected at the first annual meeting of members, directors need not be members; thereafter, all directors shall be members. Within the limits above specified, the number of directors shall be determined by the members at the annual meeting. The directors shall be elected to serve for the term of one (1) year, or until his successor shall be elected and shall qualify. The first Board of Directors shall have three (3) members. The term of the original directors shall be as set forth in the Declaration of Condominium which provides for termination of control of the association.

Section 2. Vacancy and Replacement:

If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at a special meeting of directors duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred. If both the developer and unit owners are entitled to representation on the Board then Rule 7D-23.001(12), F.A.C. shall apply.

Section 3. Removal:

Subject to the rights of the developer, directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all unit owners.

Section 4. First Board of Directors:

The first Board of Directors shall consist of
Guy T. Rizzo
Louis J. Pagana
J.T. Gluffrida

who shall hold office and exercise all powers of the Board of Directors until the first membership meeting, anything herein to the contrary notwithstanding; provided, however, that any or all of said directors shall be subject to replacement in the event of resignation or death as above provided.

Section 5. Powers:

The property and business of the corporation shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the Certificate of Incorporation,

or the Declaration to which these By-Laws are attached. The Powers of the Board of Directors shall specifically include, but not be limited to the following:

- A. To make and collect regular and special assessments and establish the time within which payment of same are due.
- B. To use and expend the assessments collected to maintain, care for and preserve the units and condominium property, except those portions thereof which are required to be maintained, cared for and preserved by the unit owners.
- C. To purchase the necessary equipment and tools required in the maintenance, care and preservation of the property referred to above.
- D. To enter into and upon the units when necessary and at as little inconvenience to the owner as possible in connection with such maintenance, care and preservation.
- E. To insure and keep insured said condominium property in the manner set forth in the Declaration, against loss from fire and/or other casualty, and the unit owners against public liability, and to purchase such other insurance as the Board of Directors may deem advisable or as required by law in cases such as fidelity bonds.
- F. To collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the unit owners for violations of these Bylaws and the terms and conditions of the Declaration.
- G. To employ and compensate such personnel as may be required for the maintenance and preservation of the property.
- H. To make reasonable rules and regulations for the occupancy of the condominium parcels.
- I. To acquire and/or rent and/or lease a condominium parcel in the name of the corporation or designee.
- J. To contract for management of the condominium and to delegate to such other party all powers and duties of the Association except those specifically required by the Condominium documents to have specific approval of the Board of Directors or membership.
- K. To carry out the obligations of the Association under any restrictions and/or covenants running with any land submitted to the Condominium ownership of this Association or its members.
- L. To obtain certificate of compliance from a licensed electrical contractor as evidence of compliance of the Condominium units to the Condominium Fire and Safety Code.
- M. To charge fees for approvals of sales, mortgages, leases, subleases or other transfers.
- N. To charge an administrative late fee on a delinquent assessment installment.

Section 6. Compensation.

Neither directors nor officers shall receive compensation for their services as such.

Section 7. Meetings.

- A. The first meeting of each board newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the general members' meeting, and immediately after the adjournment of same.
- B. Special meetings shall be held whenever called by the direction of the President or a majority of the Board. The Secretary shall give notice of each special meeting either personally, by mail or telegram, at least three (3) days before the date of such meeting, but the directors may waive notice of the calling of the meeting.
- C. Meetings of the Board of Administration shall be open to all unit owners and notices of meeting shall be posted conspicuously forty-eight (48) hours in advance for the attention of the unit owners, except in an emergency.

D. A majority of the Board shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at the meeting, the Director then present may adjourn the meeting until a quorum shall be present.

E. Minutes of all meetings of the Board of Administration shall be kept in a business-like manner and be available for inspection by unit owners and Board members at all reasonable times,

Section 8. Order of Business.

The order of business at all meetings of the Board shall be as follows:

- A. Roll Call
- B. Reading of Minutes of Last Meeting.
- C. Consideration of communication
- D. Resignations and elections
- E. Reports of officers and employees
- F. Reports of committees
- G. Unfinished business
- H. Original resolutions and new business
- I. Adjournment

Section 9. Annual Statement.

The Board shall present, no less often than at the annual meeting, a full and clear statement of the business and condition of the corporation, including a report of the operating expenses of the corporation and the assessment paid by each member.

ARTICLE III

OFFICERS

Section 1. Executive Officers:

The executive officers of the corporation shall be a President, Treasurer and Secretary, all of whom shall be elected annually by said Board. Any two (2) of said officers may be united in one person, except that the President shall not also be the Secretary or an Assistant Secretary of the corporation. The President shall be a director. If the Board so determines, there may be more than one Vice President.

Section 2. Subordinate Officers.

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

Section 3. Tenure of Officers; Removal:

All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors, which may delegate such powers to any officer.

Section 4. The President:

A. If present, the President shall be Chairman of and shall preside at all meetings of the members and directors; he shall have general and active management of the business of the corporation except that which is delegated; shall see that all orders and resolutions of the Board are carried into effect; and shall execute Bonds, Mortgages and other contracts requiring a seal of the corporation. The seal, when affixed, shall be attested by the signature of the Secretary.

B. He shall have general superintendence and direction of all the other officers of the corporation, and shall see that their duties are performed properly.

C. He shall submit a report of the operations of the corporation for the fiscal year to the Directors (whenever called for by them) and to the members at the annual meeting, and from time to time shall report to the Board all matters within his knowledge which the best interests of the corporation may require to be brought to their notice.

D. He shall be an ex officio member of all committees, and shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.

3047 2278
FOLK OFF. REC. PAGE

Section 5. The Secretary:

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

Section 6. The Treasurer:

- A. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation, and shall deposit all monies and other valuable effects in the name and to the credit of the corporation, in such depositories as may be designated by the Board of Directors.
- B. He shall disburse the funds of the corporation as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of his transactions as Treasurer and of the financial condition of the corporation.
- C. He may be required to give the corporation a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the corporation, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or to the property of whatever kind in his possession belonging to the corporation.

ARTICLE IV

VACANCIES AND RESIGNATIONS

If the office of the President, Vice-President, Secretary or Treasurer, one or more, becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors by a majority vote of the whole Board of Directors provided for in these By-Laws, may choose a successor or successors who shall hold office for the unexpired term. If the number of Directors falls below the minimum provided for in these By-Laws, a special members' meeting shall be called for the purpose of filling such vacancies in the Board of Directors.

Any director or other officer may resign his office at any time in writing, which shall take effect from the time of its receipt by the Corporation, unless some other time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE V

MEMBERSHIP

Section 1. Definition:

Each unit owner shall be a member of the Corporation, and membership in the Corporation may be transferred only as an incident to the transfer of the transferor's condominium parcel, and his undivided interest in the common elements of the condominium, and such transfer shall be subject to the procedures set forth in the Declaration.

ARTICLE VI

MEETINGS OF MEMBERSHIP

Section 1. Place:

All meetings of the corporate membership shall be held at the office of the Corporation or such other place as may be stated in the notice.

Section 2. Annual Meeting.

- A. The first annual meeting shall occur during the month of January, 1992.
- B. Regular annual meetings, subsequent to the first annual meeting shall be held during the month of January.
- C. All annual meetings shall be held at such hour and on such day as the Board of Administration may determine.
- D. At the annual meeting, the members, by a plurality vote (cumulative voting prohibited) shall elect a Board of Directors and transact such other business as may properly come before the meeting.
- E. Written notice of the annual meeting shall be served upon or mailed to each member entitled to vote thereat at such address as appears on the books of the corporation, at least fourteen (14) days prior to the meeting, and notice of said meeting shall be posted conspicuously fourteen (14) days in advance.
- F. Minutes of all meetings of unit owners shall be kept in a business-like manner and available for inspection by unit owners and Board Members at all reasonable times.

Section 3. Membership List:

At least ten (10) days before every election of directors, a complete list of members entitled to vote at said election, with residence of each, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days and throughout the election at the office of the corporation, and shall be open to examination by any member throughout such time.

Section 4. Special Meetings:

- A. Special Meetings of the members, for any purpose or purposes, ~~as prescribed by statute or the Certificate of Incorporation~~ may be called by the President, and shall be called by the President or Secretary at the request, in writing, of ten (10%) percent of the members. Such request shall state the purpose or purposes of the proposed meeting.
- B. Written notice of a Special Meeting of members, stating the time, place and object thereof, shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation, at least five (5) days before such meeting.
- C. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5. Quorum:

Thirty-Three and One Third (33 1/3) of the total number of members of the corporation, present in person or represented by written proxy shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, by the Certificate of Incorporation or by these By-Laws. If, however such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 6. Vote Required to Transact Business:

When a quorum is present at any meeting, a majority of the votes cast, in person or represented by written proxy, shall decide any question brought before the meeting, unless the question is one upon which, by express provision of the statutes, or the Declaration of Condominium or of the Certificate of Incorporation or of these By-Laws a different vote is required, in which case such express provisions shall govern and control the decision of such question.

Section 7. Right to Vote:

All unit owners shall be entitled to one (1) vote. At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof. If more than one (1) person or a corporation owns a unit, they may file a certificate with the Secretary naming the person authorized to cast votes for

said unit. If same is not on file, the vote of such owner who is present shall be considered. Corporations and Partnerships shall have the right to membership in the Association, and the President of any corporation shall be the voting party unless a certificate is filed as set forth above.

Section 8. Waiver and Consent:

Whenever the vote of members at a meeting is required or permitted by any provisions of the statutes or the Certificates of Incorporation or for these By-Laws to be taken in connection with any action of the corporation, the meeting and vote of members may be dispensed with, if all members who would have been entitled to vote upon the action of such meeting, if such meeting were held, shall consent in writing to such action being taken, except for the annual meeting, which shall be held.

Section 9. Order of Business:

The order of business at annual members meetings, and as far as practical, at other member's meeting will be:

1. Election of Chairman;
2. Roll Call;
3. Proof of Notice of Meeting or Waiver of Notice;
4. Reading of Minutes of Prior Meeting;
5. Officers Reports;
6. Committee Reports;
7. Elections;
8. Unfinished Business;
9. New Business;
10. Adjournment

ARTICLE VII

NOTICES

Section 1. Definition:

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

Section 2. Service of Notice - Waiver:

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

Section 3. Address:

The address for notice to the corporation is 123 Wisteria Drive, Longwood, Florida 32779.

ARTICLE VIII

FINANCES

Section 1. Fiscal Year:

The fiscal year shall be the calendar year.

Section 2. Checks:

All checks or demands for money and notes of the corporation shall be signed by any one of the following officers: President, Secretary or Treasurer, or by such officer or officers, or such other person or persons, as the Board of Director may from time to time designate. The Board of Directors by resolution may require more than one (1) signature.

Section 3. Determination of Assessments:

A. Thirty (30) days prior to the meeting at which the budget will be considered by the Board of Directors, a copy of the proposed annual budget of common expenses shall be mailed to the unit owners along with notice of the time and place at which such meeting of the Board of Directors to

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consider the budget shall be held. If a budget is adopted by the Board of Directors which requires assessments against the unit in any fiscal or calendar year exceeding one hundred and fifteen percent (115%) of such assessments for the preceding year, upon written application of ten percent (10%) of the unit owners, a special meeting of the unit owners shall be held upon not less than ten (10) days written notice to each unit owner, but within thirty (30) days of the delivery of such application to the Board of Directors or any member thereof, at which special meeting unit owners may consider and enact a revision of the budget, or recall any and all members of the Board of Administration and elect their successors. However, a revision of the budget or the recall of any and all members of the Board of Directors, at the unit owners meeting called in accordance with the above provision, shall require a vote of not less than a majority of the whole number of votes of all unit owners. The Board of Directors may in any event propose a budget to the unit owners at a meeting of members or by writing, and if such budget be approved by the unit owners at the meeting, or by a majority of their whole number by writing such budget shall not thereafter be reexamined by the unit owners in the manner hereinabove set forth, nor shall the Board of Administration be recalled under the terms of this section. In determining whether assessments exceeding 115% of similar assessments in prior years, there shall be excluded in the computation any provision for reasonable reserves made by the Board of Directors in respect to repair or replacement of the condominium property or in respect to anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis and there shall be excluded from such computation, assessments for betterments to the condominium property.

Provided, however, that so long as the developer is in control of the Board of Directors, the Board shall not impose an assessment for a year greater than one hundred fifteen percent (115%) of the prior fiscal or calendar year's assessment without approval of a majority of the unit owners.

B. When the Board of Directors has determined the amount of any assessment, the Secretary-Treasurer of the Corporation shall mail or present a statement of the assessment to each of the owners. All assessments shall be payable to the corporation, and upon request, the Secretary-Treasurer shall give a receipt for each payment made.

C. The Board of Directors may authorize the President to enter into a management contract with third parties to whom the power to levy and collect assessments and do other acts and things referred to herein or in the Declaration or Articles of Incorporation may be delegated.

D. Notwithstanding anything in these By-Laws or the Condominium Declaration, which authorizes expenditures, no expenditure for the improvement of the common elements exceeding Five Thousand Dollars (\$5,000.00) per annum shall be made without the approval of seventy-one percent (71%) of the membership, except for the repair of the condominium property due to casualty loss.

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

ARTICLE IX

DEFAULT

In the event a unit owner does not pay any sums, charges, or assessments required to be paid to the corporation within thirty (30) days from the due date, the corporation, acting on its own behalf or through its Board of Directors, may enforce its lien for assessments to take such other action to recover the sums, charges, or assessments to which it is entitled in accordance with the Declaration and the statutes made and provided.

If the corporation becomes the owner of a unit by reason of foreclosure, it shall offer said unit for sale and at such time as a sale is consummated, it shall deduct from the proceeds of said sale all sums of money due it for assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorneys' fees and any and all expenses incurred in the resale of the unit, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the unit in question.

In the event of violation of the provisions of the Declaration, corporate charter, or By-Laws, as the same are or may hereafter be constituted, for thirty (30) days after notice from the Association to the unit owners to correct said breach or violation, the corporation, on its own behalf or by and through its Board of Directors may bring appropriate action to enjoin such violation or may enforce the provision of said documents, or may sue for damages, or take such other courses of action, or other legal remedy as it, or they, may deem appropriate.

In the event such legal action is brought against a unit owner and results in a judgment for the Plaintiff, the Defendant shall pay the Plaintiff's reasonable attorney's fees and court costs.

Each unit owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the corporation and regardless of the availability of the other equally adequate legal procedures.

ARTICLE X

JOINT OWNERSHIP

Membership may be held in the name of more than one owner. In the event ownership is in more than one person, all of the joint owners shall be entitled collectively to only one voice or ballot in the management of the affairs of the corporation, and the vote may not be divided between plural owners. If the owners are unable to agree upon their ballot upon any subject, at any meeting, they shall lose their right to vote on such subject; but if all of said owners shall not be present at the meeting either in person or by proxy, the one or ones so present shall cast the vote of all such owners.

ARTICLE XI

AMENDMENT

These By-Laws may only be altered, amended or added to at any duly called meeting of the members; provided (1), that notice of the meeting shall contain a full statement of the proposed amendment; and (2) that the quorum requirement for such purposes shall be a majority of all the then members, in person or by proxy, unless the affected provision requires a greater vote by members in which case said provision shall control.

ARTICLE XII

FINANCIAL INFORMATION

The Association shall make available for inspection to unit owners, institutional mortgagees and insurers or guarantors of first mortgages, during normal business hours, the current copies of the Declaration, By-Laws, all Rules and Regulations promulgated by the Board, all amendments thereto, the books, records and financial statements for the Association. Any party described above wishing to make such inspection shall first make a written request to the Association. Additionally, any institutional mortgagee, upon written request, is entitled to receive a financial statement for the fiscal year immediately preceding.

ARTICLE VIII

CONSTRUCTION

Whenever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

Should any of the covenants herein imposed be void or be or become, enforceable at law or in equity, the remaining provisions of this instrument shall nevertheless be and remain in full force and effect.

The foregoing were adopted as the By-Laws of Winter Ridge Condominium Homeowners Association, Inc., at the first meeting of its Board of Directors.

By: _____

ARTICLE V

MEMBERS

Section 1. All unit owners of a condominium parcel in Winter Ridge Condominium shall automatically be members, and their memberships shall automatically terminate when they are no longer owners of a unit. If a member should sell his unit (apartment) under the provisions of the Declaration; the grantee from such member will automatically acquire membership in the Association. Membership certificates are not required and will not be issued.

Section 2. The owners of all condominium units (apartments) shall have one vote in all meetings, elections or deliberations of the Association. A corporation or individual with an interest in more than one unit may be designated the voting member for each unit in which it or he owns an interest.

Section 3. The share of a members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

ARTICLE VI

EXISTENCE

The corporation shall have perpetual existence.

ARTICLE VII

SUBSCRIBERS

The names and addresses of the subscribers are as follows:

Guy T. Rizzo	Louis J. Pagana	J.T. Giuffrida
123 Wisteria Dr.	180 Archers Point	207 Riverbend Drive
Longwood, Florida	Longwood, Florida	Longwood, Florida

ARTICLE VIII

DIRECTORS

Section 1. The affairs and property of this corporation shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than nine (9) persons. The first Board of Directors shall have three (3) members and in the future, the number will be determined from time to time in accordance with the provisions of the By-Laws of the Corporation.

Section 2. Directors shall be elected by the voting members in accordance with the By-laws at the regular annual meeting of the membership of the corporation, in the manner set out by the By-Laws. Directors shall be elected to serve for a term of one year. In the event of a vacancy, the elected directors may appoint an additional director to serve the balance.

The first election of Directors shall be held on the first day of the month following the month in which unit owners, other than the Developer, are entitled to elect not less than a majority of the Directors of the Association as hereinafter set forth. The Directors named in these Articles shall serve until the first election of Directors, and any vacancies in office occurring before the first election shall be filled by the remaining Directors.

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

- Three (3) years after sales by the Developer have been closed on fifty (50%) percent of the condominium units that will be operated by the Association; or,
- Three (3) months after sales have been closed by the Developer on ninety (90%) percent of the units that will be operated by the Association; or,
- When all of the units that will be operated by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business.

Section 3. All officers shall be elected by the Board of Directors in accordance with the By-laws at the regular annual meeting of the Board of Directors as established by the By-laws, to be held immediately following the annual meeting of the membership. The Board of Directors shall elect from among the

members a President, Secretary, Treasurer and other such officers as it shall deem advisable, consistent with the corporate By-Laws. The President shall be elected from among the membership of the Board of directors but no other officer need be a Director.

ARTICLE IX

OFFICERS

Subject to the direction of the Board, the affairs of the Association shall be administered by the officers designated in the By-Laws, who shall serve at the pleasure of said Board of Directors. The names and addresses of the officers who shall serve until the first election following the first annual meeting of the Board of Directors are as follows:

GUY T. RIZZO, President
123 Wisteria Dr., Longwood, Florida
LOUIS J. PAGANA, Secretary
100 Archers Point, Longwood, Florida
J.T. GIUFFRIDA, Vice President
207 Riverbend Dr., Longwood, Florida

ARTICLE X

FIRST BOARD OF DIRECTORS

The following persons shall constitute the first Board of Directors, and shall hold office and serve until their successors are elected at the first regular annual meeting of the members, subject to the provisions for continued directional service as contained in ARTICLE VII:

GUY T. RIZZO
LOUIS J. PAGANA
J.T. GIUFFRIDA

ARTICLE XI

BY-LAWS

The By-Laws of this corporation shall be adopted by the first Board of Directors and attached to the Condominium Declaration to be filed in the Public Records of Polk County, Florida, which By-Laws may be altered, amended or rescinded at any duly called meeting of the members in the manner provided by the By-Laws.

ARTICLE XII

AMENDMENTS

Section 1. Proposals for the alteration, amendment or rescission of these Articles of Incorporation which do not conflict with the Condominium Act or Declaration of Condominium may be by a majority of the Board of directors or a majority of the voting members. Such proposals shall set forth the proposed alteration, amendment or recession, shall be in writing, filed by the Board of Directors or a majority of members, and delivered to the President, who shall thereupon call a Special Meeting of the corporation not less than ten (10) days nor later than sixty (60) days from receipt of the proposed amendment, the notice of which shall be given in the manner provided in the By-laws. At the meeting in which a quorum as set forth in the By-Laws is present, an affirmative vote of a majority of the Board of Directors and an affirmative vote of fifty-one (51%) of qualified votes of members of the corporation present at said meeting shall be required for the requested alteration, amendment or recession.

Section 2. Any voting member may waive any or all of the requirements of this Article as to notice by the Secretary or proposals to the President for alteration, amendment or recession of these Articles, either before, at or after a membership meeting at which a vote is taken to amend, alter or rescind these Articles in whole or in part.

ARTICLE XIII

INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expense and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection

with any proceeding or any settlement thereof, 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 or 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 willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

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IN WITNESS WHEREOF, I have hereunto set my hand and seal at Winter Haven, Polk County, Florida, this 7 day of Aug, 1991.

Signed, Sealed and Delivered
in the presence of

[Signature]
GUY T. RIZZO
[Signature]
LOUIS J. PAGANA
[Signature]
J.T. GIUFFRIDA
[Signature]
ESTHER M. SILVA

[Signature]
GUY T. RIZZO
[Signature]
LOUIS J. PAGANA
[Signature]
J.T. GIUFFRIDA

STATE OF FLORIDA
COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Guy T. Rizzo, Louis J. Pagana, and J.T. Giuffrida, to me known to be the persons described in and who executed the foregoing Articles of Incorporation and they acknowledged that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 7 day of Aug, 1991.

[Signature]
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Feb. 2, 1994
Bonded Thru Troy Fain - Insurance Inc.

(SEAL)

FILED
1991 AUG 12 AM 8:53
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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**CERTIFICATE DESIGNATING PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

In pursuance of Chapter 40.091, Florida Statutes, the following is submitted, in compliance with said

Act:

That WINTER RIDGE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with its principal office, as indicated in the Articles of Incorporation, at Longwood, Seminole County, Florida, has named GUY T. RIZZO located at 123 Wisteria Drive, Longwood, Florida, 32779, as its agent to accept service of process within this state.

ACKNOWLEDGEMENT:

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


GUY T. RIZZO

WINTER RIDGE CONDOMINIUM HOA, INC.

90 WINTER RIDGE ROAD

WINTER HAVEN, FL 33881

Phone: 863-324-5100

Fax: 863-324-5114

stambaughinc@verizon.net

September 10, 2015

Dear Owners:

Pursuant to FL Statute 718, this letter is to notify that the Eighteenth Amendment to Declaration of Condominium of Winter Ridge has been recorded in the public records Book 9604 Pgs 217-222 of Polk County. You may request a copy of the recorded Amendment with our office at no charge.

If you have any questions, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tanisha Schroeder', written over the printed name.

Tanisha Schroeder

Account Manager for

Winter Ridge Condominium Homeowners Association, Inc.

CERTIFICATE OF EIGHTEENTH AMENDMENT
TO DECLARATION OF CONDOMINIUM OF WINTER RIDGE CONDOMINIUM
HOMEOWNERS ASSOCIATION, INC.
KNOW ALL MEN BY THESE PRESENTS:

THAT on this 21 day of July, 2015, the undersigned, for the WINTER RIDGE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC., a Florida Corporation not for profit (hereinafter referred to as the "Association"), pursuant to the Declaration of Condominium for Winter Ridge filed December 26, 1991, in the Official Records Book 3047, Page 2235, et seq. of the Public Records of Polk County, Florida; as amended by the First Amendment filed March 6, 1992, recorded in Official Records Book, Page 2250, et seq. of the Public Records of Polk County, Florida; Second Amendment filed May 16, 1994, recorded in Official Records Book 3389, Page 1060, et seq. of the Public Records of Polk County, Florida; Third Amendment filed June 28, 1995, recorded in Official Records Book 3550, Page 0910, et seq. of the Public Records of Polk County, Florida; which was subsequently amended to the Third Amendment dated September 11, 1995, recorded in Official Records Book 3581, Page 1664, et seq. of the Public Records of Polk County, Florida; Fourth Amendment filed November 17, 1995, recorded in Official Records Book 3604, Page 1684, et seq. of the Public Records of Polk County, Florida; Fifth Amendment filed May 22, 1996, recorded in Official Records Book 3681, Page 1965, et seq. of the Public Records of Polk County, Florida; Sixth Amendment filed January 22, 1997, recorded in Official Records Book 3785, Page 1783, et seq. of the Public Records of Polk County, Florida; Seventh Amendment filed December 23, 1997, recorded in Official Records Book 3949, Page 2252, et seq. of the Public Records of Polk County, Florida; Eighth Amendment filed April 2, 1999, recorded in Official Records Book 04214, Page 2188, et seq. of the Public Records of Polk County, Florida; Ninth Amendment filed April 22, 1999, recorded in Official Records Book 04226, Page 0013, et seq. of the Public Records of Polk County, Florida; Tenth Amendment filed May 17, 1999, recorded in Official Records Book 04242, Page 2058, et seq. of the Public Records of Polk County, Florida; Eleventh Amendment filed June 23, 1999, recorded in Official Records Book 04266, Page 0995, et seq. of the Public Records of Polk County, Florida; Twelfth Amendment filed January 26, 2000, recorded in Official Records Book 04391, Page 2014, et seq. of the Public Records of Polk County, Florida; Thirteenth Amendment filed on February 26, 2000, recorded in Official Records Book 04404, Page 0282, et seq. of the Public Records of Polk County, Florida; Fourteenth Amendment filed on May 3, 2000, recorded in Official Records Book 04449, Page 2265, et seq. of the Public Records of Polk County, Florida; Fifteenth Amendment filed December 6, 2000, recorded in Official Records Book 04584, Page 1093, et seq. of the Public Records of Polk County, Florida; Sixteenth Amendment filed December 19, 2000, recorded in Official Records Book 04593, Page 1749, et seq. of the Public Records of Polk County, Florida; Seventeenth Amendment filed August 21, 2003, recorded in Official Records Book 05481, Page 1312, et seq. of the Public Records of Polk County, Florida; hereby certifies that the EIGHTEENTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF WINTER RIDGE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC., a copy of which is attached hereto as Composite Exhibit "A" which is incorporated herein by reference and which is made a part hereof, has been duly approved by the affirmative vote of not less than sixty-seven percent (67%) of the members of the Association.

IN WITNESS WHEREOF, the WINTER RIDGE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC., has caused these presents to be executed in its name, by its proper officers duly authorized, this 21 day of July, 2015.


INSTR # 2015149121
BK 9604 Pgs 217-222 PG(s) 6
RECORDED 08/14/2015 04:23:06 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES \$52.50
RECORDED BY monirobl

Signed, sealed and delivered
in the presence of:

Robert H. M. Hill
Raymond L. Eline

WINTER RIDGE CONDOMINIUM HOMEOWNERS
ASSOCIATION, INC.

By: Gail Keller
President

ATTEST: Richard Koch
Secretary

STATE OF FLORIDA)
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 21 day of July, 2015, by
Gail Keller, as President and Richard Koch, as Secretary of the WINTER RIDGE
CONDOMINIUM HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit Corporation.

Tanisha M. Schroeder
Notary Public

The Instrument was prepared by and return to:
BROWN, GARGANESE, WEISS & D'AGRESTA, P.A.
Post Office Box 2873
Orlando, Florida 32802-2873



**EIGHTEENTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF
WINTER RIDGE CONDOMINIUM HOMEOWNERS ASSOCIATION**

THIS, EIGHTEENTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF WINTER RIDGE CONDOMINIUM HOMEOWNERS ASSOCIATION INC., ("Eighteenth Amendment") is made this 21 day of July, 2015, and hereby amends the original Declaration of Condominium of Winter Ridge Condominium Homeowners Association, and all Amendments thereto, ("the Declaration").

WHEREAS, the Declaration of Condominium for Winter Ridge Condominium Homeowners Association filed December 26, 1991, recorded in the Official Records Book 3047, Page 2235, et seq. of the Public Records of Polk County, Florida, has been amended by the following amendments:

First Amendment filed March 6, 1992, recorded in Official Records Book, Page 2250, et seq. of the Public Records of Polk County, Florida.

Second Amendment filed May 16, 1994, recorded in Official Records Book 3389, Page 1060, et seq. of the Public Records of Polk County, Florida.

Third Amendment filed June 28, 1995, recorded in Official Records Book 3550, Page 0910, et seq. of the Public Records of Polk County, Florida; which was subsequently amended to the Third Amendment dated September 11, 1995, recorded in Official Records Book 3581, Page 1664, et seq. of the Public Records of Polk County, Florida.

Fourth Amendment filed November 17, 1995, recorded in Official Records Book 3604, Page 1684, et seq. of the Public Records of Polk County, Florida.

Fifth Amendment filed May 22, 1996, recorded in Official Records Book 3681, Page 1965, et seq. of the Public Records of Polk County, Florida.

Sixth Amendment filed January 22, 1997, recorded in Official Records Book 3785, Page 1783, et seq. of the Public Records of Polk County, Florida.

Seventh Amendment filed December 23, 1997, recorded in Official Records Book 3949, Page 2252, et seq. of the Public Records of Polk County, Florida.

Eighth Amendment filed April 2, 1999, recorded in Official Records Book 04214, Page 2188, et seq. of the Public Records of Polk County, Florida.

Ninth Amendment filed April 22, 1999, recorded in Official Records Book 04226, Page 0013, et seq. of the Public Records of Polk County, Florida.

Tenth Amendment filed May 17, 1999, recorded in Official Records Book 04242, Page 2058, et seq. of the Public Records of Polk County, Florida.

Eleventh Amendment filed June 23, 1999, recorded in Official Records Book 04266, Page 0995, et seq. of the Public Records of Polk County, Florida.

Twelfth Amendment filed January 26, 2000, recorded in Official Records Book 04391, Page 2014, et seq. of the Public Records of Polk County, Florida.

Thirteenth Amendment filed on February 26, 2000, recorded in Official Records Book 04404, Page 0282, et seq. of the Public Records of Polk County, Florida.

Fourteenth Amendment filed on May 3, 2000, recorded in Official Records Book 04449, Page 2265, et seq. of the Public Records of Polk County, Florida.

Fifteenth Amendment filed December 6, 2000, recorded in Official Records Book 04584, Page 1093, et seq. of the Public Records of Polk County, Florida.

Sixteenth Amendment filed December 19, 2000, recorded in Official Records Book 04593, Page 1749, et seq. of the Public Records of Polk County, Florida.

Seventeenth Amendment filed August 215, 2003, recorded in Official Records Book 05481, Page 1312, et seq. of the Public Records of Polk County, Florida

WHEREAS, the Winter Ridge Condominium Homeowners Association, Inc. ("Association"), desires to amend provisions of the Declaration as previously amended and as more specifically set forth herein, to address landscape alterations by unit owners to portions of the common elements in the adjacent areas surrounding units; and

WHEREAS, pursuant to Article IX, Method of Amendment, the Declaration may be amended by the affirmative vote of sixty-seven percent (67%) of the members of the Association; and

WHEREAS, this Eighteenth Amendment has been approved by a vote of not less than sixty-seven percent (67%) of the members of the Association, pursuant to Article IX, of the Declaration; and

NOW, THEREFORE, THE DECLARATION OF CONDOMINIUM OF WINTER RIDGE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC., IS HEREBY AMENDED AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference.

Section 2. **Amendment to the Declaration.** The Declaration of Condominium of

Winter Ridge Condominium Homeowners Association Inc., is hereby amended as follows (double underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from this Eighteenth Amendment to the Declaration of text existing in the Declaration of Condominium of Winter Ridge Condominium Homeowners Association, Inc. It is intended that the text in the Declaration of Condominium of Winter Ridge Condominium Homeowners Association, denoted by the asterisks and set forth in this Eighteenth Amendment shall remain unchanged from the language existing prior to this Eighteenth Amendment):

ARTICLE XIX
MISCELLANEOUS PROVISIONS & OWNER RESTRICTIONS

B. Alterations & Decorations. There shall be no material structural additions or alterations, to the unit or limited common elements, enclosing of balconies, or substantial additions to the common elements, *except* as the same are authorized by the Board of Directors, as hereinafter provided. In the event such changes are authorized by the Board of Directors, they must also be ratified by the affirmative vote of a majority of the unit owners. No unit owner shall block, hamper or otherwise interfere with the common elements of the property or the operation thereof, as determined by the Board of Directors.

1. Alterations within a unit may be made with the prior written consent of the Association, and any first mortgagee holding a mortgage on the unit.
2. The unit owner shall make no alterations, decoration, door or color changes, nor repair, replace or change the common elements, limited common elements, or any outside or exterior portion of the building, whether within a unit or part of the limited common elements or common elements without the prior written consent of the Association and without obtaining any and all necessary governmental permits. Unit owners may use such contractor or sub-contractor as approved by the Board of Directors and said parties shall comply with all Rules and Regulations adopted by the Board of Directors. The unit owner shall be liable for all damages to another unit, the common elements or the Condominium property caused by the unit owners whether said damages are caused by negligence, accident or otherwise.
3. In the event the owner of a unit fails to maintain the said unit and limited common elements, as required herein, or makes any alterations or additions without the required written consent, or otherwise violates or threatens to violate the provisions hereof, the Association shall have all the rights contained in Article XI and Article XVIII, as well as any other rights granted by statute, including the right to charge and fine as set forth in F.S. 718.303.
4. The Association shall determine the exterior color schemes of the building, and all

exteriors, and shall be responsible for the maintenance thereof, and no owner shall paint an exterior wall, door, window, or any exterior surface, or replace anything thereon or affix thereto, without the written consent of the Association.

5. No unit owner may divide, or subdivide his Condominium Unit nor shall any condominium unit, or portion thereof, be added to or incorporated into any other condominium unit.

6. A unit owner may make landscape alterations, subject to the prior written approval of the Board of Directors, to the surrounding adjacent Condominium Property on the exterior of the unit owner(s)' unit. The proposed alteration must be approved by the Board of Directors, but does not require the ratification of the affirmative vote of the majority of unit owners, as set forth above. B. The Board of Directors shall adopt rules and regulations, consistent with these provision, with respect to the approval process for landscape alterations. The unit owner(s) shall be liable for all damages to another unit, the common elements or the Condominium property caused by the unit owner whether said damages are caused by negligence, accident or otherwise. The Board of Directors shall have the authority to remove the alteration at any time, without prior notice to the Owner(s). All costs and fees incurred by the Association in the removal and replacement of the alteration shall be the responsibility of the Owner(s), which shall be enforceable as provided in Article XI.

Section 3. Effective Date. This Amendment shall become effective immediately upon the affirmative vote of sixty-seven percent (67%) of the members of the Association.

Section 4. Recording. This Amendment shall be recorded in the Public Records of Polk County, Florida.

ADOPTED by the Members of WINTER RIDGE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC., a Florida Corporation, not for profit, this 21 day of July, 2015.

Gail Keller
Gail Keller, President

ATTEST:

Richard J. Reavis Jr.
RICHARD J. REAVIS JR., Board Secretary