

DECLARATION OF CONDOMINIUM

FOR

WINDTREE GARDENS CONDOMINIUM

1930981 FRANCE

May 4 9 12 PM '83

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WINDTREE GARDENS, INC., a Florida corporation, herein called "Developer," for itself, its successors, grantees and assigns, does hereby, on this 4th day of May, 1983, make, declare and publish its intention to submit, and does hereby submit, the real property hereinafter described to condominium ownership and use in accordance with Chapter 718, Florida Statutes, known as cited as the Condominium Act, herein called the "Act," as follows:

1. NAME

The name of this condominium is to be WINDTREE GARDENS CONDOMINIUM.

2. LEGAL DESCRIPTION OF THE LAND

The legal description of the land to be included, which is submitted hereby to condominium ownership, is as follows:

A. PHASE ONE

From the N.E. corner of Section 26, Township 22 South, Range 27 East, run S. 89°54'20"W. along the North line of said section 1110.00', then S. 00°32'17" E. 75.00' to the South right-of-way of State Road 50, then S. 89°54'20" W. along said right-of-way 664.02' to the Point of Beginning; run thence S. 00°32'17" E. 339.77' to the P.C. of a curve concave to the East and having a radius of 135.57', thence Southerly along the arc of said curve 75.48' thru a central angle of 31°54'00" to a point of reverse curve and the P.C. of a curve concave to the West having a radius of 195.57', thence Southerly along the arc of said curve 108.89' thru a central angle of 31°54'00", thence S. 00°32'17"E. 70.00' to the P.C. of a curve concave to the East and having a radius of 298.11', thence South and Easterly along the arc of said curve 361.43' thru a central angle of 69°28'00", thence S. 15°00'00" W. 219.62', thence S. 15°00'00" E. 30.73', thence S. 75°00'00"W. 47.75', thence N. 75°00'00" W. 125.00', thence S. 89°48'14" W. 216.00', thence N. 14°15'50" W. 282.24', thence N. 14°12'31" W. 394.65', thence N. 00°11'49" W. 47.00', thence N. 89°54'20" E. 294.90' to a point on a curve concave to the East having a radius of 195.57', thence from a tangent bearing of N. 18°21'45" W. run Northerly along the arc of said curve 60.85' thru a central angle of 17°49'28", thence N. 00°32'17" W. 340.23' to the South right-of-way of State Road 50, thence N. 89°54'20" E. along said right-of-way 60.00' to the Point of Beginning, containing 6.96 acres, LESS that portion of the road more particularly described as:

From the N.E. corner of Section 26, Twp. 22 S., Rge. 27 E., Run S. 89°54'20" W. along the North line of said section 1110.00', then S. 00°32'17"E 75.00' to the South Right-of-Way of State Road 50, then S. 89°54'20"W. along said Right-of-Way 664.02' for the Point of Beginning; Run thence S. 00°32'17" E. 339.77' to the P. C. of a curve concave to the East and having a radius of 135.57', then Southerly along the arc of said curve 62.53' thru a central angle of 26°25'43", thence S. 89°54'20" W. 64.78' to a Point on a curve concave to the East having a radius of 195.57', thence from a tangent bearing of N. 18°21'45" W. run Northerly along the arc of said curve 60.85' thru a central angle of 17°49'28", thence N. 00°32'17" W. 340.23' to the South Right-of-Way of State Road 50, thence N. 89°54'20" E. along said Right-of-Way 60.00' to the Point of Beginning.

B. PHASE TWO

From the N. E. corner of Section 26, Township 22 South, Range 27 E., run S. 89°54'20" W. along the North line of said Section 1110.00', then S. 00°32'17"E. 75.00' to the South right-of-way of State Road 50, then S. 89°54'20" W. along said

This document prepared by: [Signature]

South right-of-way 30.00', then S. 00°32'17" E. 1246.97', then S. 89°46'14" W. 783.97' for the point of beginning; thence N. 14°15'50" W. 169.96'; thence N. 89°46'14" E. 216.00', thence S. 75°00'00" E. 125.00', thence N. 75°00'00" E. 47.75', thence N. 15°00'00" W. 30.73', thence N. 15°00'00" E. 219.62' to a point on a curve concave to the Northeast having a radius of 298.11', thence from a tangent bearing of S. 70°00'17" E. run southeasterly along arc of said curve 44.40' thru a central angle of 8°32'00", thence S. 78°32'17" E. 127.60', thence S. 11°27'43" W. 60.00', thence N. 78°32'17" W. 54.52', thence S. 15°00'00" W. 175.27', thence S. 75°00'00" E. 40.76', thence S. 15°00'00" W. 124.62', thence S. 89°46'14" W. 454.03' to the point of beginning containing 2.436 acre.

C. PHASE THREE

From the N.E. corner of Section 26, Township 22 South, Range 27 E., run S. 89°54'20" W. along the North line of said Section 1110.00', then S. 00°32'17" E. 75.00' to the South right-of-way of State Road 50, then S. 89°54'20" W. along said right-of-way 30.00', then S. 00°32'17" E. 1246.97' to the point of beginning; thence N. 00°32'17" W. 120.75', thence N. 75°00'00" W. 120.44', thence S. 75°00'00" W. 52.31', thence N. 15°00'00" W. 36.05', thence N. 15°00'00" E. 125.13', thence N. 75°00'00" W. 90.43', thence S. 11°27'43" W. 30.00', thence N. 78°32'17" W. 54.52', thence S. 15°00'00" W. 175.27', thence S. 75°00'00" E. 40.76' thence S. 15°00'00" W. 124.62', thence N. 89°46'14" E. 329.94' to the point of beginning, containing 1.5675 acre.

D. PHASE FOUR

From the N.E. corner of Section 26, Township 22 S., Range 27 E., run S. 89°54'20" W. along the North line of said Section 1110.00', then S. 00°32'17" E. 75.00' to the South right-of-way of State Road 50, then S. 89°54'20" W. along the said South right-of-way 30.00', then S. 00°32'17" E. 758.29' for the point of beginning; thence North 75°00'00" W. 138.44', thence South 75°00'00" W. 31.65', thence South 15°00'00" E. 45.64', thence South 15°00'00" W. 117.00', thence South 47°06'00" W. 61.32', thence South 75°00'00" E. 90.43', thence South 15°00'00" W. 125.13', thence South 15°00'00" E. 36.05', thence North 75°00'00" E. 52.31', thence South 75°00'00" E. 120.44', thence North 80°32'17" W. 387.93' to the point of beginning, containing 1.41 acre.

E. PHASE FIVE

From the N. E. corner of Section 26, Township 22 S. Range 27 E. run South 89°54'20" W. along the North line of said section 1110.00', then South 00°32'17" E. 75.00' to the South right-of-way of State Road 50, then South 89°54'20" W. along said South right-of-way 30.00', then South 00°32'17" E. 598.91' for the point of beginning, thence South 89°54'20" W. 378.81', thence South 15°00'00" W. 239.74', thence South 31°47'30" W. 8.03' to a point on a curve concave to the N.E. having a radius of 298.11', thence from a tangent bearing of South 58°12'30" E. run southeasterly along arc of said curve 105.78' through a central angle, of 20°19'47", thence South 78°32'17" E. 127.60', thence South 11°27'43" W. 30.00', thence North 47°06'00" E. 61.32', thence North 15°00'00" E. 117.00', thence North 15°00'00" W. 45.64', thence North 75°00'00" E. 31.65', thence South 75°00'00" E. 138.44', thence North 00°32'17" W. 161.38' to the point of beginning, containing 2.15 acre.

F. PHASE SIX

From the N.E. corner of Section 26, Township 22 South, Range 27 East, run South 89°54'20" W. along the North line of said section 1110.00', then South 00°32'17" E. 75.00' to the South right-of-way of State Road 50, then South 89°54'20" W. along said South right-of-way 30.00', then South 00°32'17" E. 598.91', then South 89°54'20" W. 378.81' for the point of beginning, thence South 15°00'00" W. 239.74' thence South 31°47'30" W. 8.03' to a point on a curve concave to the Northeast having a radius

of 298.11', thence from a tangent bearing of North 58°12'30" W. run Northerly along the arc of said curve 300.04' through a central angle of 57°40'13", thence North 00°32'17" W. 70.00' to the P. C. of a curve concave to the West having a radius of 195.57'; thence Northerly along arc of said curve 108.89' through a central angle of 31°54'00" to a point of reverse curvature concave to the East having a radius of 135.57', thence Northerly along the arc 12.95' through a central angle of 5°28'17", thence North 89°54'20" E. 180.56', thence South 00°32'17" E. 196.91', thence North 89°54'20" E. 62.48' to the point of beginning, containing 1.36 acre.

3. DEFINITIONS

The terms used in the condominium documents shall have the meanings stated in the Condominium Act or as follows, unless the context requires otherwise:

- A. "Assessment" means a share of the funds required for the payment of common expenses, including maintenance, taxes, and fees required for the administration of the condominium, and charges and expenses of the Association which are assessed against the Unit owner by this Declaration and the Board of Directors of the Association as necessary from time to time.
- B. "Association" means the WINDTREE GARDENS CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, which is and shall be responsible for the operation, administration and management of the condominium.
- C. "Board of Directors" or "Board" means the Board of Directors of WINDTREE GARDENS CONDOMINIUM ASSOCIATION, INC.
- D. "Common Elements" means the portions of the condominium property not included within any Unit as further defined in Article 10 hereof.
- E. "Limited Common Elements" means those Common Elements which are reserved for the use of a certain condominium Unit or Units to the exclusion of other Units as specified in this Declaration of Condominium.
- F. "Common Expenses" means those expenses for which the Unit owners are liable to the Association.
- G. "Common Surplus" means the excess of all receipts of the Association from this condominium and the owners for the Units, including but not limited to assessments, profits, and revenues on account of the Common Elements, over the amount of common expenses.
- H. "Condominium Parcel" means the Unit, together with the undivided share in the common elements which is appurtenant to the Unit and all other appurtenances thereto.
- I. "Condominium Property" means and includes the land in the condominium and all improvements thereon and all easements and right appurtenant thereto intended for use in connection with the condominium.
- J. "Unit" means that portion of the condominium property which is subject to private ownership, as further defined in Article 6 hereof. "Owner" or "Unit Owner" means the owner of a condominium parcel.

4. IMPROVEMENTS NOT SUBSTANTIALLY COMPLETE

As of the date of filing this original Declaration, none of the buildings or improvements described herein is substantially complete. The plot plan and graphic description attached hereto as composite Exhibit "A", along with this Declaration, are in sufficient detail to identify the Common Elements, Limited Common Elements and each Unit and their relative location and approximate dimensions, to be built in phases as set forth in paragraph 5 herein. Upon substantial completion of each Phase, the Developer or Association shall amend this Declaration to include a certificate of a surveyor authorized to practice in this State attached to a survey of each Phase as required by §718.104, Fla. Statutes and in the form attached hereto as Exhibit "B".

5. PHASE DEVELOPMENT

The Developer plans to develop WINDTREE GARDENS CONDOMINIUM in six (6) separate phases. Phase One shall consist of seven buildings (A, B, C, D, E, F and G); Phase Two shall consist of three buildings (H, I, and J); Phase Three shall consist of three buildings (K, L, and M); Phase Four shall consist of three buildings (N, O and R); Phase

Five shall consist of four buildings (P, Q, S and T); and finally Phase Six shall consist of three buildings (U, V, and W). See Exhibit A-1.

Each building shall be two stories, containing four Units per floor, for a total of eight Units per building. Every Unit in each of the phases shall be the same size and dimension and shall consist of two bedrooms and two baths, including approximately 918 square feet of living area. See Exhibit A-2. Each Unit shall have approximately 23 square feet of individual storage space located in storage areas in each building. See paragraph 8 herein. Each Unit will have direct access to the exterior, there being no internal hallways in the buildings. Each Unit will also have an individual balcony or patio. See paragraph 9 herein. Each Unit will have separately metered water, sewer, telephone, trash, garbage and electric services.

The total number of Units per phase is as follows:

| | |
|-------------|---------------|
| Phase One | 56 Units |
| Phase Two | 24 Units |
| Phase Three | 24 Units |
| Phase Four | 24 Units |
| Phase Five | 32 Units |
| Phase Six | 24 Units |
| Total | 184 Units |

The Developer shall construct Phase One initially. Phase One shall consist of building A, B, C, D, E, F, and G, the roads, easements, walkways, parking areas, and driveways appurtenant to those buildings, and the recreational building, swimming pool and one tennis court described herein. See Exhibit A-1 and paragraph 11 herein. The additional tennis court shown on Exhibit A-1 may not be built if no phase other than Phase One is built. The Common Elements described in paragraph 10 herein shall be owned 100% by all the Unit Owners of the completed phases in the proportions set forth in Exhibit C. Each Unit Owner shall also be responsible for his proportionate share of the Common Expenses as set forth in paragraph 12 herein.

The Developer is not required to develop and construct any or all of the additional phases, other than Phase One. Phases will not be completed in numerical order.

There will be no impact on the Units initially submitted to condominium ownership when and if any subsequent phases are completed, except that the share of each Unit owner in the Common Elements, Common Expenses and Common Surplus will be adjusted based upon the number of Units then submitted to condominium ownership in this condominium. No time share estates shall be created in regard to any phase or units.

The estimated dates for completion of the Phases are as follows:

| | |
|-------------|-----------|
| Phase One | July 1983 |
| Phase Six | Nov. 1983 |
| Phase Two | June 1984 |
| Phase Five | May 1984 |
| Phase Three | Sep. 1984 |
| Phase Four | Dec. 1984 |

Each Unit owner shall be a member of the Windtree Gardens Condominium Association, Inc. Each Unit shall have one vote in the Association. Accordingly, each Unit in Phase One shall have one vote in the Association of a total of 56 votes. See paragraph 13.

The Developer does hereby reserve the right to go upon the Condominium Property as is necessary in order to construct any additional phases as may be developed on adjoining property. In addition, upon the completion of any phases on adjoining property up to the maximum number referred to above, the Unit owners in such subsequent phases shall have all the rights, benefits and privileges reserved to all Unit owners for their use and benefit, and shall have equal shares in the Common Elements of this condominium with all other Unit owners.

6. THE UNITS

A. Designation of Units. Each of the Units is identified and designated as set forth in the survey as contained in Exhibit A. There are twenty-three buildings to be constructed under this Declaration of Condominium, and each building will contain eight Units. There will be, therefore, 184 total Units upon full development, and the designations for the Units shall be as follows (Unit numbers beginning with "1" designate ground floor Units; Unit numbers beginning with "2" designate second floor Units.):

| | |
|------------|--------------------------------------------------------|
| Building A | A-101, A-102, A-103, A-104, A-201, A-202, A-203, A-204 |
| Building B | B-101, B-102, B-103, B-104, B-201, B-202, B-203, B-204 |
| Building C | C-101, C-102, C-103, C-104, C-201, C-202, C-203, C-204 |
| Building D | D-101, D-102, D-103, D-104, D-201, D-202, D-203, D-204 |
| Building E | E-101, E-102, E-103, E-104, E-201, E-202, E-203, E-204 |
| Building F | F-101, F-102, F-103, F-104, F-201, F-202, F-203, F-204 |
| Building G | G-101, G-102, G-103, G-104, G-201, G-202, G-203, G-204 |
| Building H | H-101, H-102, H-103, H-104, H-201, H-202, H-203, H-204 |
| Building I | I-101, I-102, I-103, I-104, I-201, I-202, I-203, I-204 |
| Building J | J-101, J-102, J-103, J-104, J-201, J-202, J-203, J-204 |
| Building K | K-101, K-102, K-103, K-104, K-201, K-202, K-203, K-204 |
| Building L | L-101, L-102, L-103, L-104, L-201, L-202, L-203, L-204 |
| Building M | M-101, M-102, M-103, M-104, M-201, M-202, M-203, M-204 |
| Building N | N-101, N-102, N-103, N-104, N-201, N-202, N-203, N-204 |
| Building O | O-101, O-102, O-103, O-104, O-201, O-202, O-203, O-204 |
| Building P | P-101, P-102, P-103, P-104, P-201, P-202, P-203, P-204 |
| Building Q | Q-101, Q-102, Q-103, Q-104, Q-201, Q-202, Q-203, Q-204 |
| Building R | R-101, R-102, R-103, R-104, R-201, R-202, R-203, R-204 |
| Building S | S-101, S-102, S-103, S-104, S-201, S-202, S-203, S-204 |
| Building T | T-101, T-102, T-103, T-104, T-201, T-202, T-203, T-204 |
| Building U | U-101, U-102, U-103, U-104, U-201, U-202, U-203, U-204 |
| Building V | V-101, V-102, V-103, V-104, V-201, V-202, V-203, V-204 |
| Building W | W-101, W-102, W-103, W-104, W-201, W-202, W-203, W-204 |

B. The Unit Boundaries. Each Unit shall include that part of the building containing the Unit that lies within the boundaries of the Unit. The boundaries are as follows:

a. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the parametrical boundaries:

1) Upper boundaries. The horizontal plane of the unfinished lower surface of the structural ceiling of the Unit.

2) Lower boundaries. The horizontal plane of the unfinished upper surface of the concrete floor of the Unit.

3) No part of the non-structural interior walls shall be considered a boundary of the Unit.

4) The parametrical boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their intersections

with each other and with the upper and lower boundaries.

5) Where there are any apertures in any boundary, including, but not limited to, windows, doors, skylights or other openings, such boundary shall be extended to include the interior unfinished surfaces of such apertures, including all frameworks thereof. Exterior surfaces made of glass or other transparent material, and all framings and castings thereof, shall be included in the boundaries of the Unit.

C. Common Elements. Each Unit in the Condominium will have a proportional share of Common Surplus, Common Expenses, and Common Elements based upon the number of Units then completed in the condominium and the Phases thereto.

7. THE ROAD EASEMENT

That portion of the road from the Northern boundary of the Condominium Property to State Road 50 as shown on Exhibit A-1 is not included in the Condominium Property. The Developer is the fee simple owner of this portion of the road more particularly described as:

From the N. E. corner of Section 26, Twp. 22 S., Rge. 27 E., Run S. 89°54'20" W. along the North Line of said section 1110.00', then S. 00°32'17"E. 75.00' to the South Right-of-Way of State Road 50, then S. 89°54'20" W. along said Right-of-Way 684.02' for the Point of Beginning; Run thence S. 00°32'17" E. 339.77' to the P. C. of a curve concave to the East and having a radius of 135.57', thence Southerly along the Arc of said curve 62.53' thru a central angle of 26°25'43", thence S. 89°54'20" W. 64.78' to a Point on a curve concave to the East having a radius of 195.57', thence from a tangent bearing of N. 18°21'45" W. run Northerly along the arc of said curve 60.85' thru a central angle of 17°49'28", thence N. 00°32'17" W. 340.23' to the South Right-of-Way of State Road 50, thence N. 89°54'20" E. along said RIGHT-OF-WAY 60.00' to the Point of Beginning.

Developer hereby grants and conveys to the Windtree Gardens Condominium Association, Inc., a Florida non-profit corporation, for the use and benefit of the Unit Owners of every phase to be built and included in this Condominium, a permanent non exclusive easement over and on the above described property for the purpose of ingress and egress. This easement shall inure to the benefit of the Unit Owners, their guests, families and invitees, and to the Association, its employees and invitees. The Developer reserves the right to use said Easement for access to the Condominium Property for construction of future phases, maintenance, sales of Units, or other similar purposes. Said easement shall be non exclusive and Developer reserves the right to convey or assign a permanent easement for ingress and egress over the above described property (or fee simple interest) to the owners of the land adjacent and appurtenant thereto provided that no such landowner's use of said easement shall unreasonably interfere with the use of said easement by the Association and Unit Owners. The Developer or its successor or assigns shall be responsible for proper maintenance of the road surface.

8. UTILITY EASEMENT

The Developer hereby reserves the right to grant a permanent blanket easement above, over, on, and under the property described in paragraphs 1 and 7 above, to Florida Power Corporation, the City of Winter Garden, United Telephone Company, or other public utility for the purpose of constructing, installing, maintaining and repairing utility services and facilities to the Condominium Property, provided such facilities do not unreasonably interfere with or prohibit the use of the Units for the purposes stated herein.

9. LIMITED COMMON ELEMENTS

All porches, balconies, decks and patios appurtenant to each Unit shall be the Limited Common Element for each Unit. In addition, each building shall contain eight storage closets, one of which shall be designated as the particular storage closet for a Unit in the building. Such storage closets shall be Limited Common Elements for the Unit for which they have been designated. The owner owning a Unit shall be entitled to the exclusive use of Limited Common Elements appurtenant to his Unit, and other owners in the condominium shall not be entitled to use such space for any purpose whatsoever.

10. COMMON ELEMENTS

A. Share of Common Elements. Each Unit shall included an undivided share in the Common Elements in the Condominium as contained in this Declaration of Condominium which share shall be a fraction of the whole based upon the number of Units then completed in the Condominium. Each Unit shall have the same fractional interest as any other Unit. The undivided share in the Common Elements appurtenant to a Unit shall remain constant unless amended in writing by the Unit owner and the mortgagees of the Unit. If only Phase One is completed, each Unit shall have a 1/56th interest in the Common Elements. If all Units are completed in all Phases, each Unit shall have 1/184th interest in the whole. These interests may change as individual Phases are completed. See Exhibit "C".

B. Definition. The Common Elements appurtenant to each Unit shall include, but are not limited to:

1. The parcel of land on which the improvements are located as described in paragraph 2 above.
2. All parts of the improvements which are not contained with the Units.
3. All of the parking areas, walkways, paths, trees, shrubs, grounds and gardens, located or to be located on the Condominium Property described herein.
4. The recreational facilities to be built as shown on Exhibit A-1.
5. The roads and driveways running throughout the Condominium Property.
6. Water retention area (Lake Windy) as shown on Exhibit A-1.
7. The following easement from every Unit owner to each other Unit owner and to the Association:

(a) Easement over and on the Common Elements described herein for ingress and egress to and from the separate Units by their owners, guests and other authorized persons.

(b) An easement for the purpose of installation, maintenance, repair and replacement of all sewer, water, power and telephone lines, mains, conduits, wire and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility system.

(c) An easement through any Unit, and Common Elements.

8. The road easement described in Paragraph 7 above.
9. All other elements of the condominium improvements rationally of common use or necessary to their existence, upkeep and safety, and all other devices or installations within the Condominium Property existing for common use.

C. Use of Common Elements. All Unit Owners shall have the right to use the Common Elements, subject to the terms and conditions set forth herein. Such rights shall extend to the Unit Owners, members of their immediate families, their guests and other authorized occupants and visitors of the Unit Owner. Use of the Common Elements and rights of the Unit owners with respect thereto shall be subject to and governed by the provisions of the Act, this Declaration, the Articles, By-Laws and Rules and Regulations of the Association.

11. RECREATIONAL FACILITIES

The Developer plans to construct substantially all the recreational facilities shown on Exhibit A-1 in Phase One. The facilities will include a Recreational Center of approximately 1800 square feet. It will have bath facilities for both men and women, and be adjacent to a large outdoor swimming pool. The swimming pool will be 25 x 50 feet with depths ranging from 3 to 8 feet. Both the Recreation Center building and the swimming pool will be built in Phase One. One tennis court will be constructed in Phase One. Another tennis court may be built by the Developer before the completion of the last Phase. All of these facilities will be centrally located near Lake Windy. See Exhibit A-1.

12. COMMON EXPENSES

Each Unit owner shall be assessed his proportionate share of the expenses of maintenance, repair, replacement, administration and operation of the Common Elements, and of the taxes and assessments levied thereon, which expenses are hereinafter referred to collectively as Common Expenses. The proportionate share of the Common Expenses of each Unit owner shall be the same as such Unit Owner's share of the Common Elements, as set forth in paragraph 10A above. Payment thereof shall be in such installments and at such times as may be provided in the By-Laws. In the event of the failure of a Unit owner to pay his proportionate share when due, the amount thereof shall constitute a lien on his Unit as provided herein. The proportionate share of the Common Expenses attributable to each Unit may be amended only with the written consent of the Unit Owner and the mortgagees of the Unit. If the Board of Directors decides that any unpaid assessment is uncollectable, it shall become a Common Expense. An initial maintenance fund will be established by the Developer by collecting an initial assessment from each Unit Owner at the closing of the purchase of the Unit. This fund will be turned over to the Association, hereinafter described, pursuant to its Articles of Incorporation, By-Laws and this Declaration.

13. ASSOCIATION

A. Creation of Association. Prior to the date of the recording of this Declaration, there has been created under the laws of the State of Florida the WINDTREE GARDENS CONDOMINIUM ASSOCIATION, INC., a corporation not for profit, herein called the Association, which shall be responsible for the administration, operation, maintenance, repair and replacement of the condominium property and which shall have those powers and duties set forth in the Act, this Declaration, the Articles of Incorporation and By-Laws. A copy of the Articles of Incorporation and By-Laws of the Association are attached as Exhibit D and E respectively.

B. Membership. Each Unit owner shall automatically become and be a member of the Association as long as he continues as a Unit Owner. Upon the termination of the interest of the Unit Owner, his membership shall thereupon terminate and transfer and inure to the new Unit owner succeeding him in interest. The voting rights of the Unit owners shall be as set forth in the Articles of Incorporation of the Association.

C. Future Phases. Upon the completion of any subsequent Phase which may be included in this Condominium, each additional Unit Owner shall automatically become and be a member of the Association as long as he continues as a Unit Owner. Upon the termination of the interest of such Unit Owner, his membership shall thereupon terminate, transfer and inure to the new Unit Owner succeeding in interest.

14. TRANSFER OF ASSOCIATION CONTROL

(1) When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the 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 the Board of Directors of the Association three (3) years after sales by the Developer have been closed on seventy-five percent (75%) of the units that will be operated ultimately by the Association, or three (3) months after sales have been closed by the Developer on ninety percent (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 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, whichever shall first occur. The Developer shall be entitled to elect not less than one (1) member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business any Units in the Condominium.

(2) Prior to or within a reasonable time after Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association and shall deliver to the Association all property of the Unit Owners and of the Association held by or controlled by the Developer, including but not limited to the following items, if applicable:

- (a) Original Declaration, Association Articles of Incorporation, By-Laws, Minute Books and Regulations.
- (b) Resignation of Officers and Members of the Board of Directors.
- (c) Association Funds. The Developer shall be liable to the Association for all of

these funds that are not properly expended. The Developer shall bear all expenses of the Association and of the operation of the Condominium in excess of assessments or payments collected or due from Unit Owners by or to the Association or the Developer prior to the time the Developer relinquishes control of the Association.

(d) All tangible personal property that is represented by the Developer to be part of the Common Elements, or that is ostensibly part of the Common Elements, or that is property of the Association, and inventories of these properties.

(e) As-built plans and specifications for construction or improvements and equipment, and for construction and installation of all mechanical components servicing the improvements and the site plan, certified by the Developer or by an Architect or Surveyor authorized to practice in this state that the plans represent the building and other improvements as constructed or remodeled.

- (f) Insurance Policies.
- (g) Certificates of Occupancy.
- (h) Other permits issued by governmental bodies.
- (i) Warranties of the Contractor, subcontractors and suppliers.
- (j) Roster of Unit Owners and their addresses and telephone numbers.
- (k) Leases.
- (l) Employment Contracts.
- (m) Service contracts.
- (n) Other Contracts.

15. COMMON SURPLUS

Common Surplus shall be the excess of all receipts of the Association, including, but not limited to, assessments, rents, and revenues on account of the Common Elements over the amount of Common Expenses. Each Unit owner shall own an undivided share in any Common Surplus in the same percentage as his share of the Common Elements as set forth in Paragraph 10A above. All Common Surplus shall be held and administered by the Association on behalf of the Unit Owners and may be distributed to the Unit Owners as such times and in such amounts as the Board of Directors of the Association shall deem fit or otherwise expended by the Association for the benefit of the Unit owners as the Board of Directors may determine.

16. SEPARATE REAL ESTATE TAXES

Real estate taxes are to be separately assessed to each Unit Owner for his Condominium Parcel, as provided in the Condominium Act. If for any year such taxes are not separately assessed to each Unit Owner, then each Unit Owner shall pay his proportionate share thereof based upon the percentage of his share of the common elements as set forth in Paragraph 10A above.

17. UTILITIES

Each Unit Owner shall pay for his own telephone, electricity, water, sewerage, garbage, trash and other utilities which are separately metered or billed to each user by the respective utility company or by the city or other governmental agency. Any water, sewer, telephone, and electricity are to be separately metered for each Unit. Utilities which are not separately metered or billed shall be part of the Common Expenses.

18. INSURANCE

A. The Board of Directors, acting on behalf of the Unit owners, shall insure the Condominium Property against loss or damage by fire and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Condominium Property.

B. Insurance coverage shall be written in the name of and the proceeds thereof shall be payable to the Association or the Board of Directors as the trustees for the Unit

owners and their respective mortgagees, if any, as their interests may appear. If agreeable to the insurer, policies shall include provisions that they be without contribution, and that the insurer waives its rights of subrogation as to any claims against the Unit owners.

C. In the event of loss or damage to the Condominium Property, the same shall be applied to restore the property to the same condition in which it existed prior to such loss or damage, with each Unit and the Common Elements having the same size, location and dimensions as before.

D. In the event of a total destruction of the entire Condominium or if a building or buildings are damaged or destroyed rendering two-thirds or more of the Units untenable, the owners of a majority of the Units of the Condominium may elect to reconstruct or replace the buildings. In the event of such election to reconstruct or replace, the payment of the expense thereof shall be made as provided in the next paragraph hereof. If a majority shall elect not to reconstruct or replace, the condominium may be terminated as provided in Article 24 of this Declaration.

E. The net proceeds of any insurance collected shall be made available for the purpose of restoration or replacement. If the insurance proceeds are insufficient to cover the entire expense of reconstruction or replacement, the additional expense shall be paid by all of the Unit owners directly affected by the damage in proportion to the insured valuation of their respective Units. If any such Unit owner shall refuse to make the required payments, the Board of Directors shall levy an assessment in the amount proportionate to the insured valuation of the Unit. The proceeds of such assessments and of the insurance shall be paid to the Association for the purpose of covering the expense of repair and replacement. In the event any Unit owner or owners shall fail to respond to the assessment by payment thereof within a reasonable time, the Board shall have the authority to cause such restoration or reconstruction to be accomplished and to charge the proportionate expense thereof, less any applicable insurance credits, to such Unit owners. The amounts thereof shall constitute a lien against the Unit, enforceable like other liens hereunder.

F. The Association shall also have the authority to and shall obtain comprehensive public liability insurance with limits of at least \$1,000,000.00 per occurrence, and Worker's Compensation insurance and other liability insurance as it may deem desirable, insuring each Unit owner and the Association, Board of Directors, and managing agent from liability in connection with the common elements. Where agreeable to the insurer, all liability insurance policies shall contain cross liability endorsements to cover liabilities of the Unit owners collectively or to a Unit owner individually.

G. The premiums for all insurance purchased pursuant to the provisions of this section shall be common expenses and shall be paid at least thirty (30) days prior to the expiration date of any policy. If agreeable to the insurer such policies shall include a provision that coverage will not be terminated for nonpayment of premiums without ten (10) days' prior written notice to each Unit mortgagee.

H. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit owners, the Board of Directors shall give notice of the exposure within a reasonable time to all Unit owners who may be exposed to the liability and they shall each have the right to intervene and defend.

L. A copy of each insurance policy obtained by the Association shall be made available for inspection by Unit Owners at reasonable times.

J. Each Unit owner shall be responsible for obtaining insurance on the contents of his Unit, including his personal property stored elsewhere on the condominium property, and including all additions and improvements made by him to his condominium Unit other than fixtures, installations or additions initially installed or replacements thereof in accordance with the original condominium plans and specifications, and his personal liability to the extent not covered by the liability insurance for all of the Unit owners obtained as part of the Common Expenses as above provided.

K. In the event that a building or buildings are damaged or destroyed and the owners of a majority of the Units shall elect not to reconstruct or replace the building or buildings so damaged or destroyed, and if the condominium is not terminated as set forth in paragraph 18D hereof and Article 24 hereof, insurance proceeds payable with respect to the building or buildings damaged or destroyed shall be used to the extent available to pay off the mortgage outstanding on said building or buildings so destroyed or damaged and not reconstructed or replaced.

19. MAINTENANCE, REPAIR AND REPLACEMENT

A. Maintenance and Repair of Unit. Each Unit owner shall furnish at his own expense and be responsible for all of the maintenance, repairs and replacements of his Unit and Limited Common Elements; provided, however, that such maintenance, repairs and replacements as may be required for the bringing of water, gas and electricity to the Unit shall be furnished by the Association as part of the Common Expenses. Maintenance, repairs and replacements of the Common Elements shall be furnished by the Association as part of the Common Expenses. The Association may provide in its rules and regulations for ordinary maintenance and minor repairs and replacements to be furnished to Units by Association personnel at Common Expense.

B. Negligence. If, due to the negligent act or omission to act of a Unit Owner, or of a member of his family or household pet or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such Unit owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Association. Maintenance, repairs and replacements to the Common Elements or the Units shall be subject to the rules and regulations of the Association.

Amended

C. Common Equipment or Facilities. To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment facilities or fixtures affecting or serving other Units or the Common Elements, then the use thereof by the Individual Unit owners shall be subject to the rules and regulations of the Association. The authorized representatives of the Association or Board of Directors, or of the manager or managing agent for the building, shall be entitled to reasonable access to the individual Units as may be required in connection with maintenance, repair or replacement of the Common elements or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements.

D. Windows and Doors. Each Unit Owner shall be responsible for the maintenance, repair and replacement of all windows and doors of his Unit and also the doors leading onto the balconies, if any, adjacent to his Unit.

20. ALTERATIONS, ADDITIONS AND IMPROVEMENTS

No alterations, or any additions or improvements to the structure of any Unit or building, shall be made by any Unit Owner without the prior written approval of the Association.

21. ENCROACHMENTS

If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any portion of the Common Elements, as the Common Elements and Units are shown by the surveys comprising the plat attached hereto as Exhibit A-1, there shall be deemed to be mutual easements in favor of the owners of the Common Elements and the respective Unit Owners involved to the extent of such encroachments so long as they shall exist.

22. SALE BY A UNIT OWNER - FIRST OPTION TO ASSOCIATION

A. If any Unit owner, except the Developer, desires to sell his condominium parcel, he shall first give the Association at least thirty (30) days' prior notice of the proposed sale, which notice shall state the name, address, and financial and character references of the proposed purchaser and the terms of the proposed sale. The Association shall have the right of first option with respect to any sale by any Unit owner as provided herein. During the period of their (30) days following the receipt by the Association of such written notice, the Association shall have the first right at its option to purchase such condominium parcel upon the same terms as the proposed sale described in such notice.

B. If the Association shall give written notice to such Unit owner within said thirty (30) day period of its election to purchase such condominium parcel upon the same terms as the proposed sale described in the written notice to the Association, then the purchase by the Association shall be closed upon the same terms as the proposed sale.

C. The notices referred to herein shall be give in the manner hereinafter provided for the giving of notices.

D. The Board of Directors of the Association shall have the authority, on behalf of and in name of the Association, to elect not to exercise an option to purchase and to give written notice of such election. A certificate executed by the President or Secretary of the Association, certifying that the Association by its Board of Directors has elected not to exercise its option to purchase a condominium parcel upon the terms of a proposed sale, shall be conclusive evidence of such election by the Association and of the compliance with the provisions hereof by the Unit owner proposing the sale.

E. If the Board of Directors of the Association shall adopt a resolution recommending that the Association exercise its option to purchase a condominium parcel upon the terms of a proposed sale, it shall promptly call a meeting of all of the Unit Owners for the purpose of voting upon the option, which meeting shall be held within said thirty (30) day period. If at least two-thirds (2/3rds) of the Unit Owners vote to exercise the option, then the Board of Directors shall promptly give written notice of the decision as herein provided. The Board of Directors shall have the authority to make such mortgage or other financing arrangements, and to make necessary assessments proportionately among the respective Unit Owners, and to make such other arrangements, as the Board of Directors may deem desirable in order to close and consummate the purchase of a condominium parcel by the Association. Assessments for such purpose shall be made among the owners of all Units, exclusive of that Unit being purchased, in the proportion which each of their respective shares of the common elements (as set forth in Paragraph 7A above) bears to the aggregate of their shares of the common elements.

F. If the Association shall make any such purchase of a condominium parcel as herein provided, the Board of Directors shall have the authority at any time thereafter to sell such condominium parcel on behalf of the Association upon such terms as the Board of Directors may deem desirable, without complying with the foregoing provisions relating to the Association's right of first option, and all of the net proceeds or deficit therefrom shall be applied among the owners of all Units, with the exception of that Unit which has been purchased, in the same proportion in which they were or could have been assessed with respect to such purchase.

G. The provisions of this Article with respect to the Association's right of first option shall not apply to any bank, insurance company, savings and loan association, or trustee which becomes a Unit Owner by foreclosure or deed in lieu of foreclosure, provided that written notice of a default with respect to said mortgage was first furnished to the Association and the Association was given the right to cure the default within twenty (20) days after such notice was served.

H. The provisions hereof with respect to the Association's right of first option shall not apply to sales made by the Developer.

I. If any sale of a condominium parcel is made or attempted by any Unit Owner without complying with the foregoing provisions, that sale shall be voidable by the Association and shall be subject to each and all of the rights and options of the Association hereunder and each and all of the remedies and actions available to the Association hereunder or at law or in equity in connection therewith.

J. The foregoing provisions with respect to the Association's right of first option as to any proposed sale shall be and remain in full force and effect until the property as a whole shall be sold or remove from the provisions of the Condominium Act, as provided therein, unless sooner rescinded or amended by the Unit owners in the manner herein provided for amendments of this Declaration. The Board of Directors of the Association may adopt rules and regulations from time to time, consistent with and for the purpose of implementing and effectuating the foregoing provisions.

K. The Board of Directors shall have the power and authority to bid for and purchase any condominium parcel at a sale pursuant to a mortgage foreclosure, or a foreclosure of the lien for common expenses under the Condominium Act, or at a sale pursuant to an order or direction of a court or other involuntary sale, upon the consent or approval of not less than two-thirds (2/3rds) of the Unit owners.

L. The foregoing provisions with respect to the Association's right of first option shall apply to any testamentary transfer other than to the surviving spouse of a Unit Owner. The personal representative of a deceased Unit owner shall notify the Association at least thirty (30) days prior to the effective date of any such proposed testamentary transfer, in accordance with the procedures prescribed in Paragraph 19A above.

23. LIABILITIES AND REMEDIES

A. Payment of Assessments. Each Unit Owner shall promptly pay the monthly assessments against his Unit on or before the first day of each month, and any and all other other assessments, charges and expenses so levied shall bear interest at the maximum legal rate applicable to individuals. No owner may exempt himself from any or all of the

Monthly assessments or other assessments by non-use or waiver of the use or enjoyment of any of the common elements, or of the facilities of the condominium or of facilities or services of the Association or by abandonment of his Unit.

B. Lien for Assessments. All such assessments, charges and expenses levied upon each Unit or Unit owner shall constitute a lien in favor of the Association against the owner's Unit, effective from and after the time of recording in the Official Public Records of Orange County, Florida, a Claim of Lien stating the description of the Unit, the name of the record owner, the amount due, and the due dates, which lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such Claims of Lien shall be signed and acknowledged by an officer or agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a mortgage foreclosure. The fixed monthly assessment shall be due on the first day of each month and the additional assessments, charges and expenses, if any, shall be due as of the date when such expense or charge is billed or assessed to the Units.

C. Priority of Lien. The lien or liens held by the Association for any and all unpaid assessments, charges and expenses shall be prior to all other liens except (1) assessments, liens and charges for taxes past due and unpaid on the Unit, and (2) payments due under bona fide first mortgages recorded prior to the creation of such lien or liens.

D. Payment of Liens Upon Sale. Upon the transfer of title to any Unit, by whatever means, all liens thereon, except those which may be assumed with the Association's consent, shall be paid out of the sales price or by the transferee. This provision shall not apply to a mortgagee who takes title by foreclosure or by deed in lieu of foreclosure who shall be liable only for assessments accruing after its ownership commences.

E. Liability of Transferee. The transferee of title to a unit shall be jointly and severally liable with the transferor thereof for any and all amounts owing by the transferor to the Association up to the time of the transfer of title, without prejudice to the transferee's right to recover from his transferor any amount thereof paid by the transferee. The Association shall provide for the issuance to every transferee, upon his request, a statement of the amounts due, and the transferee's liability hereunder shall thereupon be limited to the amount stated.

F. Foreclosure of Lien. In the event that any lien arises against a Unit due to the failure of a Unit owner to pay any assessments, charges and expenses, and the assessments, charges and expenses remain unpaid for more than seven (7) days after they shall have become due and payable, or the Unit owner shall in any violation under any provisions of the Condominium Act, this Declaration, the Articles of Incorporation and By-Laws, or the Rules and Regulations, the Association shall have each and all of the rights and remedies which may be provided for in the Condominium Act, this Declaration, or the Articles of Incorporation and the By-Laws, or which may be available at law or in equity, and may prosecute any action or other proceedings against the defaulting Unit Owner or others or both for enforcement of any and all liens, statutory or otherwise, including foreclosure of its liens in the manner provided for the foreclosure of real estate mortgages and the appointment of a receiver for the Unit and the ownership interest of the Unit Owner, or for damages or injunction of specific performance or judgment for payment of money and collection thereof, or any combination of remedies, or for any other relief.

G. Default. In the event of violation by any Unit Owner, of the provisions of this Declaration, Articles of Incorporation, Bylaws, or Rules and Regulations, the Association shall have the authority to correct the violation and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against the violating Unit Owner.

H. Attorney's Fees. All expenses of the Association in the enforcement of this Declaration, Articles of Incorporation, By-Laws, Rules and Regulations and collection of unpaid assessments, whether by legal proceedings or otherwise, including court costs, attorney's fees and other fees and expenses, shall, in addition to the amount due, be recoverable by the Association against the defaulting or violating Unit Owner. Such costs, fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum legal rate chargeable to an individual, shall be charged to and assessed against the violating Unit Owner and be secured by a lien against the Unit.

I. Remedies. Any and all rights and remedies provided herein may be exercised at any time and from time to time, cumulatively or otherwise. The Association's rights and remedies may be waived only by written authority of the Board of Directors, and any such waiver shall not constitute a continuing waiver or be renewed or extended without such written authority.

24. TERMINATION

The condominium form of ownership may be terminated only by the agreement of all Unit Owners and all mortgagees of record. Such termination shall become effective when an instrument executed by all such owners and mortgagees in the manner required for the conveyance of land in Florida evidencing the termination has been recorded in the Public Records of Orange County, Florida, and the Unit Owners shall have executed and delivered deeds conveying all of the property of the Association. The Association shall endeavor to sell the condominium property, and shall hold the proceeds of sale in trust for the benefit of the Unit Owners and mortgagees. In the event that termination occurs after a casualty loss, the insurance proceeds shall be combined with the proceeds of sale. After providing for all necessary costs, and expenses, including court costs and reasonable attorney's fees in the event of litigation necessary to complete the termination and sale, the Unit owners and their mortgagees shall have an undivided interest in the accumulated proceeds of sale and in any common surplus of the condominium in accordance with the percentages or fractions of ownership in the common elements set forth in this Declaration. Membership in the Association of each Unit owner shall cease upon recording of the instruments terminating the condominium and he shall thereafter have no further interest in the Association.

25. DEVELOPER'S PRIVILEGES

The Developer's is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent Units to any persons approved by it. Said Developer shall have the right to transact on the condominium property any business necessary to consummate sale of Units, including, but not limited to, the right to maintain models, have signs, employees in the office, use the common elements and to show Units. In the event there are unsold Units, the Developer retains the right to be the owner thereof, under the same terms and conditions as other owners save with his right to sell, rent or lease as contained in this paragraph.

The Developer shall not be liable for the payment of Common Expenses in respect of any Unit it owns and is holding for sale in the ordinary course of business, during the period of time prior to when the Developer relinquishes control of the Association pursuant to Paragraph 14 above. The Developer hereby undertakes and guarantees to pay all actual Common Expenses incurred during such period of time as are in excess of the aggregate of the sum to be collected from all Unit owners other than the Developer during such period of time.

26. AMENDMENTS

The provisions of this Declaration may be amended by the Developer prior to the sale of any Units or from time to time upon the approval of such amendment or amendments by the Association pursuant to a resolution or written consent approving such amendment or amendments adopted or given by not less than two-thirds (2/3rds) of the Unit Owners, except where otherwise required by the Condominium Act or this Declaration. No amendment changing the size or dimensions of a Unit shall be effective unless consented to by the Unit owner, and no amendment which affects the rights, privileges or interests of the Developer shall be effective without its prior written consent. All amendments to the Declaration shall be recorded. Any amendments to the Declaration to show additional buildings constructed as a part of the Developer's plan of development of this condominium may be adopted by the Developer and recorded without the requirement that it be approved by any institutional lenders. This shall be true whether such amendment take the form of a written amendment by the Developer or a recorded survey showing additional buildings. In the event that any institutional lenders shall have mortgages outstanding on any Units of this condominium, such institutional lender shall also have the right to approve any amendments affecting this condominium declaration before such amendments shall become effective. It shall not be required, however, that any institutional lenders who have mortgages outstanding at the time of the adoption of this amendment shall be required to agree to this amendment.

27. NOTICES

Notices provided for in the Condominium Act, Declaration, Articles of Incorporation or By-Laws shall be in writing, and shall be addressed to the Association or to any Unit owner at the mailing address of the condominium property in Orange County, Florida, or at such other address as may hereafter be provided. The Association or Board of Directors

may designate a different address or addresses for notice to them, respectively, by giving written notice of such change of address to all Unit Owners at such time. Any Unit Owner may also designate a different address or addresses for notices to him by giving written notice of his change of address to the Association. Notices addressed as above shall be deemed delivered when mailed by United States mail or when delivered in person with written acknowledgement of the receipt thereof, or, if addressed to a Unit owner, when deposited in his mail box in the building or at the door of his Unit in the building. The post office certificate of mailing shall be retained as proof of such mailing.

28. SEVERABILITY

If any provision of this Declaration, the Articles of Incorporation or By-Laws shall be held invalid, it shall not affect the validity of the remainder of the Declaration, Articles and the By-Laws.

29. USE RESTRICTIONS

A. A Unit shall be occupied and used only as a private single family residence and for no other purpose.

B. No pets having a weight of fifteen (15) pounds or greater shall be permitted in the Unit or upon the Condominium Property, provided, however, that special exceptions to this restriction may be granted by the Association upon written application by the owner seeking such exception.

C. Unit Owners may lease their Units without the prior approval or consent of the Association.

D. The Association Board of Directors, with the approval of a majority of the membership shall have the right to adopt reasonable rules and regulations in regard to the use of the Condominium Property.

30. RIGHTS AND OBLIGATIONS

The provisions of this Declaration, the Articles of Incorporation and the By-Laws, and the rights and obligations established thereby, shall be deemed to be covenants running with the land so long as the property remains subject to the provisions of the Condominium Act and shall inure to the benefit of and be binding upon each and all of the Unit owners and their respective heirs, representatives, successors, assigns, purchasers, lessees, grantees, and mortgagees. By the recording or the acceptance of a deed conveying a Unit or any interest therein, or any ownership interest in the property whatsoever, the person to whom such Unit or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of the Condominium Act, this Declaration, the Articles of Incorporation and the By-Laws.

WINDTREE GARDENS, INC.
"Developer"

WITNESSES:

Janette Wright
Ernest M. Ashburn

By: *J. M. Folsom*
President

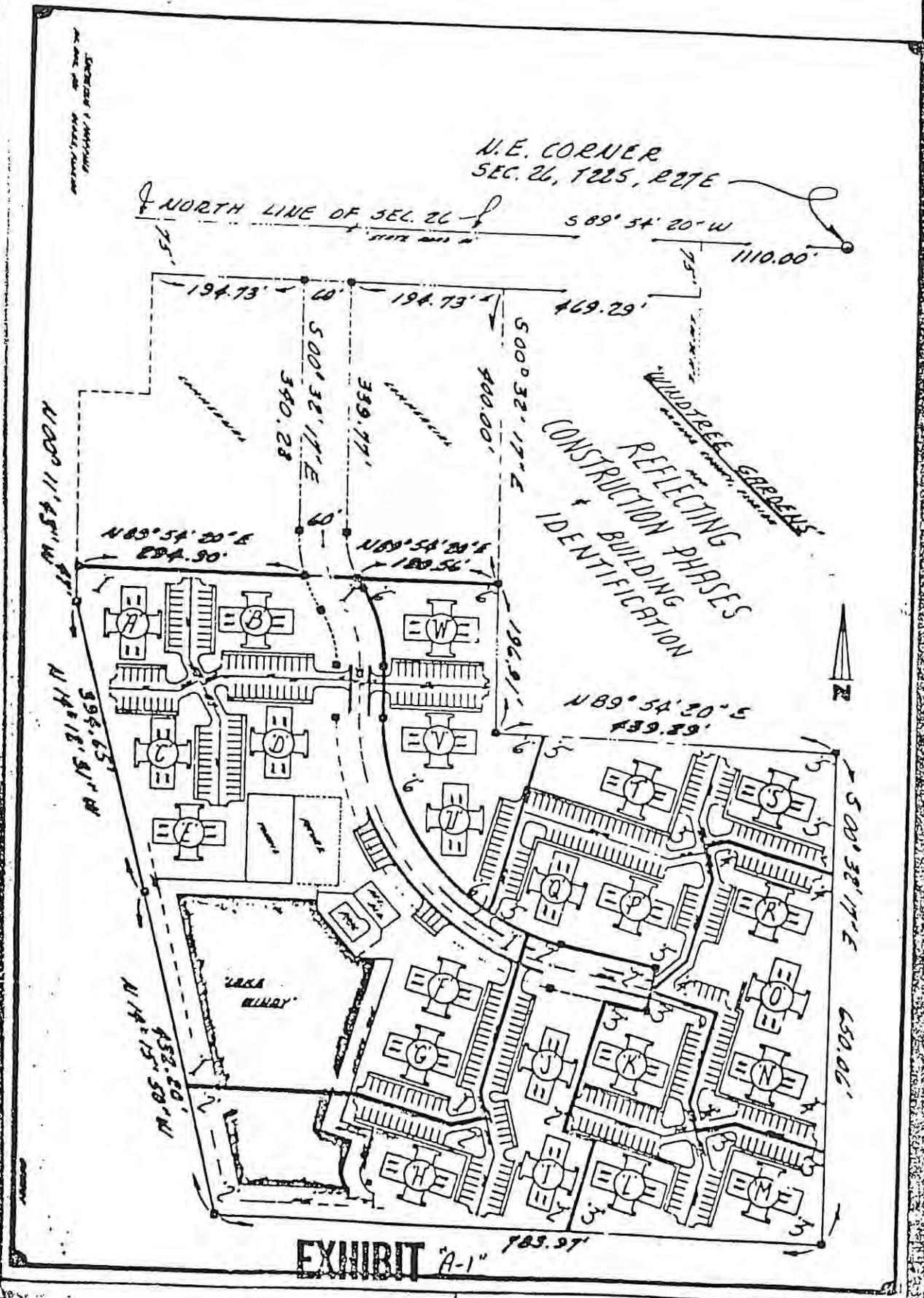
STATE OF FLORIDA
COUNTY OF ORANGE

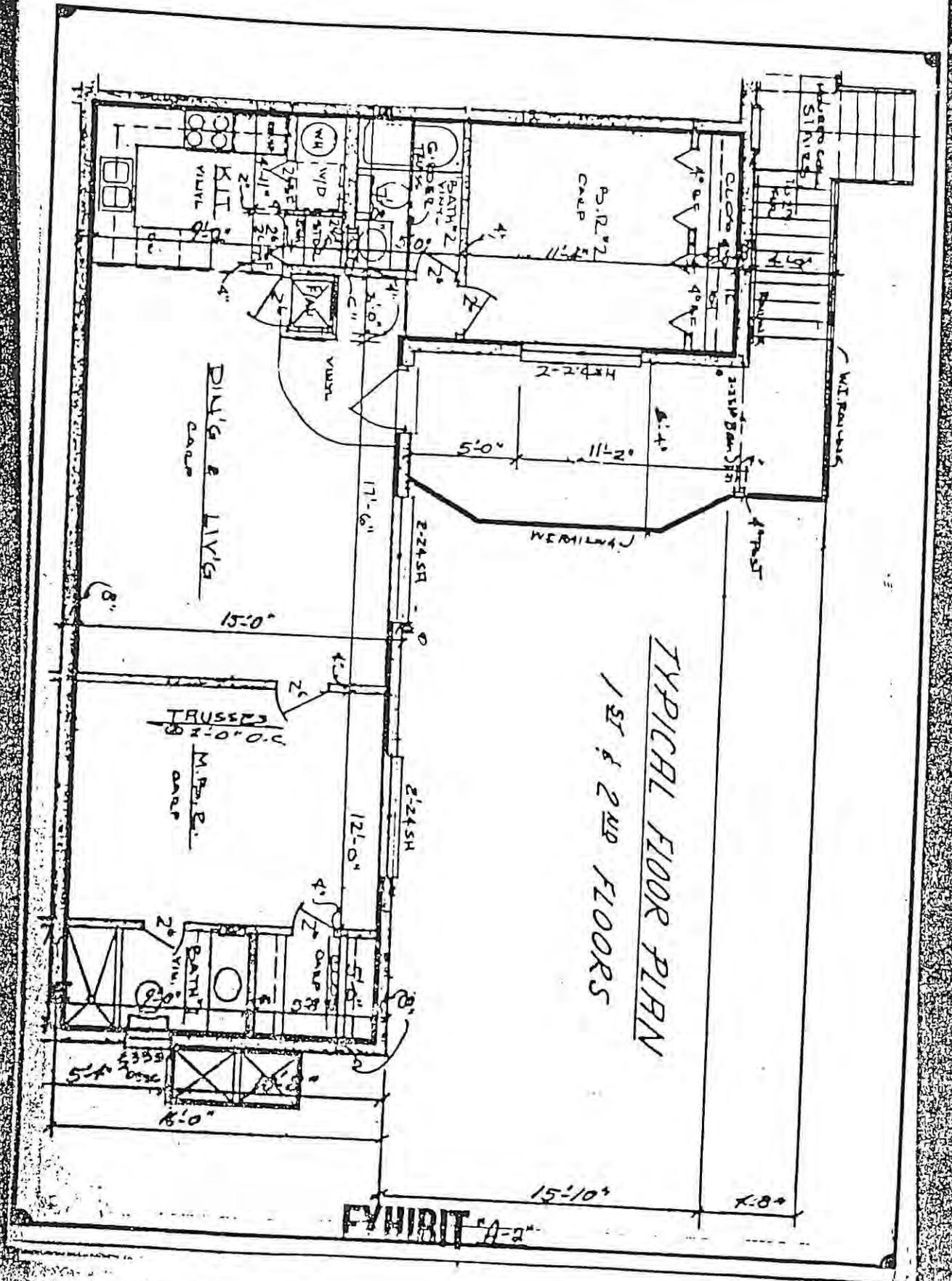
The foregoing Declaration of Condominium was acknowledged before me this 4th day of May, 1983, by J. M. Folsom, the President of WINDTREE GARDENS, INC., a Florida Corporation, on behalf of the corporation.

Ernest M. Ashburn
Notary Public
My Commission Expires: 5/22/83



Composite Exhibit A





UNIT IDENTIFICATION SYSTEM

FIRST AND SECOND FLOORS OF ALL BUILDINGS,
BEGIN WITH THE NORTHWESTERLY QUADRANT
AND MOVE CLOCKWISE:

EXAMPLE

1ST FLOOR

NW-101 NE-102 SE-103 SW-104

2ND FLOOR

NW-201 NE-202 SE-203 SW-204

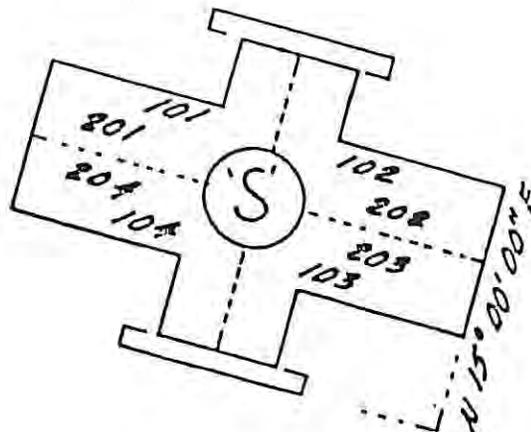
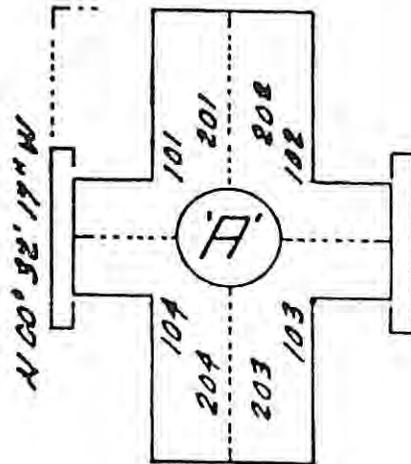


EXHIBIT "A-3"

A. PHASE ONE

From the N.E. corner of Section 25, Township 22 South, Range 27 East, run S. 89°54'20"W. along the North line of said section 1110.00', then S. 00°32'17" E. 75.00' to the South right-of-way of State Road 50, then S. 89°54'20" W. along said right-of-way 664.02' to the Point of Beginning; run thence S. 00°32'17" E. 339.77' to the P.C. of a curve concave to the East and having a radius of 135.57', thence Southerly along the arc of said curve 75.48' thru a central angle of 31°54'00" to a point of reverse curve and the P.C. of a curve concave to the West having a radius of 195.57', thence Southerly along the arc of said curve 108.89' thru a central angle of 31°54'00", thence S. 00°32'17"E. 70.00' to the P.C. of a curve concave to the East and having a radius of 298.11', thence South and Easterly along the arc of said curve 361.43' thru a central angle of 69°28'00", thence S. 15°00'00" W. 219.62', thence S. 15°00'00" E. 30.73', thence S. 75°00'00"W. 47.75', thence N. 75°00'00" W. 125.00', thence S. 89°46'14" W. 216.00', thence N. 14°15'50" W. 262.24', thence N. 14°12'31" W. 394.65', thence N. 00°11'49" W. 47.00', thence N. 89°54'20" E. 294.90' to a point on a curve concave to the East having a radius of 195.57', thence from a tangent bearing of N. 18°21'45" W. run Northerly along the arc of said curve 60.85' thru a central angle of 17°49'28", thence N. 00°32'17" W. 340.23' to the South right-of-way of State Road 50, thence N. 89°54'20" E. along said right-of-way 60.00' to the Point of Beginning, containing 6.96 acres, less that portion of the road more particularly described as:

From the N.E. corner of Section 26, Twp. 22 S, Rge. 27 E, Run S. 89°54'20" W. along the North line of said section 1110.00', then S. 00°32'17"E 75.00' to the South Right-of-Way of State Road 50, then S. 89°54'20"W. along said Right-of-Way 664.02' for the Point of Beginning; Run thence S. 00°32'17" E. 339.77' to the P. C. of a curve concave to the East and having a radius of 135.57', then Southerly along the arc of said curve 62.53' thru a central angle of 26°25'43", thence S. 89°54'20" W. 64.78' to a Point on a curve concave to the East having a radius of 195.57', thence from a tangent bearing of N, 18°21'45" W. run Northerly along the arc of said curve 60.85' thru a central angle of 17°49'28", thence N. 00°32'17" W. 340.23' to the South Right-of-Way of State Road 50, thence N. 89°54'20" E. along said Right-of-Way 60.00' to the Point of Beginning.

The foregoing legal description is true and correct.

Glem Thomas
 Glem Thomas
 Professional Land Surveyor
 No. 1605, State of Florida

B. PHASE TWO

123374 R 21

From the N. E. corner of Section 26, Township 22 South, Range 27 E., run S. 89°54'20" W. along the North line of said Section 1110.00', then S. 00°32'17" E. 75.00' to the South right-of-way of State Road 50, then S. 89°34'20" W. along said South right-of-way 30.00', then S. 00°32'17" E. 1216.97', then S. 89°46'14" W. 783.97' for the point of beginning; thence N. 14°15'50" W. 169.96'; thence N. 89°46'14" E. 218.00', thence S. 75°00'00" E. 125.00', thence N. 75°00'00" E. 47.75', thence N. 15°00'00" W. 30.73', thence N. 15°00'00" E. 219.62' to a point on a curve concave to the Northeast having a radius of 298.11', thence from a tangent bearing of S. 70°00'17" E. run southeasterly along arc of said curve 44.40' thru a central angle of 8°32'00", thence S. 78°32'17" E. 127.60', thence S. 11°27'43" W. 60.00', thence N. 78°32'17" W. 54.52', thence S. 15°00'00" W. 175.27', thence S. 75°00'00" E. 40.76', thence S. 15°00'00" W. 124.62', thence S. 89°46'14" W. 454.03' to the point of beginning containing 2.436 acre.

The foregoing legal description is true and correct.

Glenn Thomas

Glenn Thomas
Professional Land Surveyor
No. 1605, State of Florida

EXHIBIT "A-5"

C. PHASE THREE

From the N.E. corner of Section 26, Township 22 South, Range 27 E., run S 89°54'20" W. along the North line of said Section 1110.00', then S. 00°32'17" E. 75.00' to the South right-of-way of State Road 50, then S 89°54'20" W. along said right-of-way 30.00', then S 00°32'17" E. 1246.97' to the point of beginning; thence N. 00°32'17" W. 120.75', thence N. 75°00'00" W. 120.44', thence S. 75°00'00" W. 52.31', thence N. 15°00'00" W. 36.05', thence N. 15°00'00" E. 125.13', thence N. 75°00'00" W. 90.43', thence S. 11°27'43" W. 30.00', thence N. 78°32'17" W. 54.52', thence S. 15°00'00" W. 175.27', thence S 75°00'00" E. 40.76' thence S 15°00'00" W. 124.62', thence N 89°48'14" E. 329.94' to the point of beginning, containing 1.5675 acre.

The foregoing legal description is true and correct.

Glenn Thomas

Glenn Thomas
Professional Land Surveyor
No. 1605, State of Florida

D. PHASE FOUR

From the N.E. corner of Section 26, Township 22 S., Range 27 E., run S. 89°54'20"W. along the North line of said Section 1110.00', then S. 00°32'17" E. 75.00' to the South right-of-way of State Road 50, then S. 89°54'20" W. along the said South right-of-way 30.00', then S. 00°32'17" E. 758.29' for the point of beginning; thence North 75°00'00" W. 138.44', thence South 75°00'00" W. 31.65', thence South 15°00'00" E. 45.84', thence South 15°00'00" W. 117.00', thence South 47°06'00" W. 61.32', thence South 75°00'00" E. 80.43', thence South 15°00'00" W. 125.13', thence South 15°00'00" E. 36.05', thence North 75°00'00" E. 52.31', thence South 75°00'00" E. 120.44', thence North 00°32'17" W. 367.93' to the point of beginning, containing 1.41 acre.

The foregoing legal description is true and correct.

Glenn Thomas

 Glenn Thomas
 Professional Land Surveyor
 No. 1605, State of Florida

E. PHASE FIVE

From the N. E. corner of Section 26, Township 22 S. Range 27 E. run South $89^{\circ}54'20''$ W. along the North line of said section 1110.00', then South $00^{\circ}32'17''$ E. 75.00' to the South right-of-way of State Road 50, then South $89^{\circ}54'20''$ W. along said South right-of-way 30.00', then South $00^{\circ}32'17''$ E. 596.91' for the point of beginning, thence South $89^{\circ}54'20''$ W. 376.81', thence South $15^{\circ}00'00''$ W. 229.71', thence South $31^{\circ}47'30''$ W. 8.03' to a point on a curve concave to the N.E. having a radius of 298.11', thence from a tangent bearing of South $58^{\circ}12'30''$ E. run southeasterly along arc of said curve 105.78' through a central angle, of $20^{\circ}19'47''$, thence South $78^{\circ}32'17''$ E. 127.60', thence South $11^{\circ}27'43''$ W. 30.00', thence North $47^{\circ}08'00''$ E. 61.32', thence North $15^{\circ}00'00''$ E. 117.00', thence North $15^{\circ}00'00''$ W. 45.64', thence North $75^{\circ}00'00''$ E. 31.65', thence South $75^{\circ}00'00''$ E. 138.44', thence North $00^{\circ}32'17''$ W. 161.38' to the point of beginning, containing 2.15 acre.

The foregoing legal description is true and correct.

Glenn Thomas
 Glenn Thomas
 Professional Land Surveyor
 No. 1605, State of Florida

F. PHASE SIX

From the N.E. corner of Section 28, Township 22 South, Range 27 East, run South 89°54'20" W. along the North line of said section 1110.00', then South 00°32'17" E. 75.00' to the South right-of-way of State Road 50, then South 89°54'20" W. along said South right-of-way 30.00', then South 00°32'17" E. 596.91', then South 89°54'20" W. 376.81' for the point of beginning, thence South 15°00'00" W. 239.74' thence South 31°47'30" W. 8.03' to a point on a curve concave to the Northeast having a radius of 298.11', thence from a tangent bearing of North 58°12'30" W. run Northerly along the arc of said curve 300.04' through a central angle of 57°40'13", thence North 00°32'17" W. 70.00' to the P. C. of a curve concave to the West having a radius of 195.57'; thence Northerly along arc of said curve 108.89' through a central angle of 31°54'00" to a point of reverse curvature concave to the East having a radius of 135.57', thence Northerly along the arc 12.95' through a central angle of 5°28'17", thence North 89°54'20" E. 180.58', thence South 00°32'17" E. 196.91', thence North 89°54'20" E. 62.48' to the point of beginning, containing 1.36 acre.

The foregoing legal description is true and correct.

Glenn Thomas

 Glenn Thomas
 Professional Land Surveyor
 No. 1605, State of Florida

SURVEYOR'S CERTIFICATE

FOR

WINDTREE GARDENS

A CONDOMINIUM

STATE OF FLORIDA

COUNTY OF ORANGE

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgments, personally appeared GLENN THOMAS, by me well known, and known to me to be the person hereinafter described, who after being by me first duly cautioned and sworn, deposes and says on oath as follows, to-wit;

I HEREBY CERTIFY that the construction of the improvements shown and described on the attached pages are not complete, however, these drawings are sufficiently detailed so that the material described and shown on the attached pages together with the provisions of the declaration of condominiums establishing Windtree Gardens, a Condominium, is an accurate representation of the location and dimensions of the improvements, and that the identification, locations and dimensions of the common elements and of each unit can be determined from these materials.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this ____ day of _____, 1983.

By: _____
GLENN THOMAS
Professional Land Surveyor
No. _____, State of Florida

Sworn to and subscribed
before me as to GLENN
THOMAS, this ____ day of
_____, 1983.

Notary Public, State of Florida
My Commission Expires:

- 11.1 "D"

SHARES OF COMMON ELEMENTS, COMMON EXPENSES 11.3374 PG 21
 AND COMMON SURPLUS AS PHASES ARE COMPLETED

| UNITS | PHASE 1 | PHASE 3 | PHASE 5 | PHASE 6 | PHASE 4 | PHASE 2 |
|-------|---------|---------|---------|---------|---------|---------|
| A-101 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| A-102 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| A-103 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| A-104 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| A-201 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| A-202 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| A-203 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| A-204 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| B-101 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| B-102 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| B-103 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| B-104 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| B-201 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| B-202 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| B-203 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| B-204 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| C-101 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| C-102 | 1/56 | 1/80 | 1/104 | 1/128 | 1/160 | 1/184 |
| C-103 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| C-104 | 1/56 | 1/80 | 1/104 | 1/128 | 1/160 | 1/184 |
| C-201 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| C-202 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| C-203 | 1/56 | 1/80 | 1/104 | 1/128 | 1/160 | 1/184 |
| C-204 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| D-101 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| D-102 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| D-103 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| D-104 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| D-201 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| D-202 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| D-203 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| D-204 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| E-101 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| E-201 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| E-202 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| E-203 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| E-204 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| F-101 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| F-102 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| F-103 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| F-104 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| F-201 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| F-202 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| F-203 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| F-204 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| G-101 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| G-102 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| G-103 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| G-104 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| G-201 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| G-202 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| G-203 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| G-204 | 1/56 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| H-101 | | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| H-102 | | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| H-103 | | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| H-104 | | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| H-201 | | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| H-202 | | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| H-203 | | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| H-204 | | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| I-101 | | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| I-102 | | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| I-103 | | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| I-104 | | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| I-201 | | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| I-202 | | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| I-203 | | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| I-204 | | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| J-101 | | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |

Exhibit C

| | | | | | |
|-------|------|-------|-------|-------|-------|
| J-102 | | | | | |
| J-103 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| J-104 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| J-201 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| J-202 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| J-203 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| J-204 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| K-101 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| K-102 | | 1/104 | 1/136 | 1/160 | 1/184 |
| K-103 | | 1/104 | 1/136 | 1/160 | 1/184 |
| K-104 | | 1/104 | 1/136 | 1/160 | 1/184 |
| K-201 | | 1/104 | 1/136 | 1/160 | 1/184 |
| K-202 | | 1/104 | 1/136 | 1/160 | 1/184 |
| K-203 | | 1/104 | 1/136 | 1/160 | 1/184 |
| K-204 | | 1/104 | 1/136 | 1/160 | 1/184 |
| L-101 | | 1/104 | 1/136 | 1/160 | 1/184 |
| L-102 | | 1/104 | 1/136 | 1/160 | 1/184 |
| L-103 | | 1/104 | 1/136 | 1/160 | 1/184 |
| L-104 | | 1/104 | 1/136 | 1/160 | 1/184 |
| L-201 | | 1/104 | 1/136 | 1/160 | 1/184 |
| L-202 | | 1/104 | 1/136 | 1/160 | 1/184 |
| L-203 | | 1/104 | 1/136 | 1/160 | 1/184 |
| L-204 | | 1/104 | 1/136 | 1/160 | 1/184 |
| M-101 | | 1/104 | 1/136 | 1/160 | 1/184 |
| M-102 | | 1/104 | 1/136 | 1/160 | 1/184 |
| M-103 | | 1/104 | 1/136 | 1/160 | 1/184 |
| M-104 | | 1/104 | 1/136 | 1/160 | 1/184 |
| M-201 | | 1/104 | 1/136 | 1/160 | 1/184 |
| M-202 | | 1/104 | 1/136 | 1/160 | 1/184 |
| M-203 | | 1/104 | 1/136 | 1/160 | 1/184 |
| M-204 | | 1/104 | 1/136 | 1/160 | 1/184 |
| N-101 | | 1/104 | 1/136 | 1/160 | 1/184 |
| N-102 | | | 1/136 | 1/160 | 1/184 |
| N-103 | | | 1/136 | 1/160 | 1/184 |
| N-104 | | | 1/136 | 1/160 | 1/184 |
| N-201 | | | 1/136 | 1/160 | 1/184 |
| N-202 | | | 1/136 | 1/160 | 1/184 |
| N-203 | | | 1/136 | 1/160 | 1/184 |
| N-204 | | | 1/136 | 1/160 | 1/184 |
| O-101 | | | 1/136 | 1/160 | 1/184 |
| O-102 | | | 1/136 | 1/160 | 1/184 |
| O-103 | | | 1/136 | 1/160 | 1/184 |
| O-104 | | | 1/136 | 1/160 | 1/184 |
| O-201 | | | 1/136 | 1/160 | 1/184 |
| O-202 | | | 1/136 | 1/160 | 1/184 |
| O-203 | | | 1/136 | 1/160 | 1/184 |
| O-204 | | | 1/136 | 1/160 | 1/184 |
| P-101 | | | 1/136 | 1/160 | 1/184 |
| P-102 | | | 1/136 | 1/160 | 1/184 |
| P-103 | | | 1/136 | 1/160 | 1/184 |
| P-104 | | | 1/136 | 1/160 | 1/184 |
| P-201 | | | 1/136 | 1/160 | 1/184 |
| P-202 | | | 1/136 | 1/160 | 1/184 |
| P-203 | | | 1/136 | 1/160 | 1/184 |
| P-204 | | | 1/136 | 1/160 | 1/184 |
| Q-101 | | | 1/136 | 1/160 | 1/184 |
| Q-102 | | | | 1/160 | 1/184 |
| Q-103 | | | | 1/160 | 1/184 |
| Q-104 | | | | 1/160 | 1/184 |
| Q-201 | | | | 1/160 | 1/184 |
| Q-202 | | | | 1/160 | 1/184 |
| Q-203 | | | | 1/160 | 1/184 |
| Q-204 | | | | 1/160 | 1/184 |
| R-101 | | | | 1/160 | 1/184 |
| R-102 | | | | 1/160 | 1/184 |
| R-103 | | | | 1/160 | 1/184 |
| R-104 | | | | 1/160 | 1/184 |
| R-201 | | | | 1/160 | 1/184 |
| R-202 | | | | 1/160 | 1/184 |
| R-203 | | | | 1/160 | 1/184 |
| R-204 | | | | 1/160 | 1/184 |
| S-101 | | | | 1/160 | 1/184 |
| S-102 | | | | 1/160 | 1/184 |
| S-103 | | | | 1/160 | 1/184 |
| S-104 | | | | 1/160 | 1/184 |
| S-201 | | | | 1/160 | 1/184 |
| S-202 | | | | 1/160 | 1/184 |
| S-203 | | | | 1/160 | 1/184 |
| S-204 | | | | 1/160 | 1/184 |
| T-101 | | | | 1/160 | 1/184 |

1302

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR WINDTREE GARDENS CONDOMINIUM

Windtree Gardens, Inc., a Florida corporation, hereinafter referred to as "Developer", being the sole owner of all of the units of Windtree Gardens Condominium, created by Declaration of Condominium dated May 4, 1983 and recorded May 4, 1983 at O.R. Book 3374, page 1 through 46, Public Records of Orange County, Florida, (hereinafter "Declaration") does hereby amend said Declaration in the following particulars:

I. Section 2 of the Declaration, called "Legal Description of the Land", is hereby amended to delete all the legal descriptions set forth in subsections A through F, being Phases I through VI, and the legal description attached hereto on Exhibit "A" is substituted in place and stead of said legal descriptions. The land described on Exhibit "A" attached hereto is hereby submitted to condominium ownership.

II. Section 5 of the Declaration, called "Phase Development", is hereby amended to read as follows:

The Developer plans to develop Windtree Gardens Condominium in six separate phases. Phase I will be built on the property described in Exhibit "1" attached hereto. Phases II through VI would be built on the separate parcels described in Exhibit "2" attached hereto. A Plot Plan showing the separate Phases to be built is attached hereto as Exhibit "A-1" and incorporated herein.

Phase I shall consist of seven buildings (Buildings A, B, C, D, E, F, and G). Phase II shall consist of three buildings (Buildings H, I, and J). Phase III shall consist of three buildings (Buildings K, L, and M.) Phase IV shall consist of four buildings (Buildings N, O, P, and Q). Phase V shall consist of three buildings (Buildings R, S, and T). Phase VI shall consist of three buildings (Buildings U, V, and W). See Exhibit A-1.

Each building shall be two stories tall, containing four Units per story, for a total of eight Units per building. Each Unit in each building in each of the Phases shall be the same size, dimensions, and type and shall consist of a dining and living room, kitchen, two bedrooms, two baths, and closets and storage areas of approximate 918 square feet of living area. See Exhibit A-2. Each Unit in each building shall also have approximately 23 square feet of individual separate storage space

Prepared by:  (21727)

located in storage areas in each building. See paragraph 8 herein. Each Unit will have direct access to the exterior, there being no internal hallways in the buildings. Each Unit in each building will also have an individual balcony or patio. See paragraph 9 herein. Each Unit will have separately metered water, sewer, telephone, trash, garbage and electric services.

The total number of Units per Phase is as follows:

| | |
|-----------|-----------|
| Phase I | 56 Units |
| Phase II | 24 Units |
| Phase III | 24 Units |
| Phase IV | 32 Units |
| Phase V | 24 Units |
| Phase VI | 24 Units |
| Total | 184 Units |

The Developer shall construct Phase I initially. Phase I shall consist of Buildings A, B, C, D, E, F, and G, the roads, easements, walkways, parking areas and driveways appurtenant to those buildings, and the recreation building, swimming pool and one tennis court described herein. See Exhibit A-1 and paragraph 11 herein. An additional tennis court will be built with Phase VI if Phase VI is built. The Common Elements described in paragraph 10 herein shall be owned 100% by all the Unit Owners of the completed Phases in the proportions set forth in Exhibit "C" attached hereto. Each Unit Owner shall be responsible for his proportionate share of the Common Expenses as set forth in paragraph 12 herein.

Developer is not required to develop and construct any or all of the additional Phases other than Phase I.

There will be no impact on the Units initially submitted to condominium ownership when and if any subsequent Phases are completed, except that the share of each Unit Owner in the Common Elements, Common Expenses, and Common Surplus will decrease and be based upon the total number of Units of the completed Phases. No time share estates shall be created in regard to any Phase or Units.

The estimated dates by which construction of the Phases must be completed are as follows:

| | |
|-----------|------------------|
| Phase I | August 31, 1983 |
| Phase II | November 1, 1984 |
| Phase III | May 1, 1985 |
| Phase IV | December 1, 1985 |
| Phase V | June 1, 1986 |
| Phase VI | December 1, 1986 |

Each Unit Owner shall be a member of the Windtree Gardens Condominium Association, Inc., a Florida non-profit corporation. Each Unit shall have one vote in the Association. Accordingly, each Unit in Phase I shall have one vote in the Association of a total of 56 votes. See paragraph 13.

The Developer hereby reserves the right to go upon the Condominium Property as is necessary in order to construct any additional Phases as may be developed on adjoining property. The Unit Owners of each subsequent Phase shall have all the rights, benefits and privileges reserved to all Unit Owners for the use and benefit, and shall have equal shares in Common Elements of this Condominium with all other Unit Owners. Developer reserves an easement for ingress and egress over and on roads of the Condominium Property appurtenant to the land on which Phases II through VI would be built as described herein in the event any Phase shall not be completed and submitted to condominium ownership.

8/2/83
12/1/86

The Developer shall be responsible for all real estate taxes and other assessments relating to the property encompassed by Phases II through VI for any period prior to the addition of such Phases to the Condominium Property.

All future improvements to the Condominium, including all buildings and Common Elements to be added as part of Phases II through VI, shall be consistent with the improvements made a part of Phase I in terms of quality of construction.

III. Section 14 of the Declaration called "Transfer of Association Control" is hereby amended as follows:

Subsection (1) is hereby deleted and in its place is substituted the following provision:

(1) When Unit Owners other than the Developer own fifteen percent or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third of the members of the Board of Directors of the Association. Unit Owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association five years after conveyance of the first unit to a purchaser or 120 days after seventy-five percent of the Units in Phase I have been conveyed to the Unit Owners, whichever shall first occur. The Developer shall be entitled to elect not less than one member of the Board of Directors of the Association so long as the Developer holds for sale in the ordinary course of business at least five percent of the Units in the Condominium.

IV. Section 18 of the Declaration called "Insurance" is hereby amended as follows:

Subsection "B" is hereby deleted and in its place is substituted the following provision:

B. The name of the insured under such policies shall be "Windtree Gardens Condominium Association, Inc., for the use and benefit of the individual owners of the Units thereof". Such policy shall also contain standard mortgage clause or equivalent endorsement which appropriately names any institutional lender and/or FNMA as a named insured. Such policies may not be cancelled or substantially modified without at least ten days prior written notice to the Association and to each holder of a first mortgage which is listed as a scheduled holder on the insurance policy. Policies must also provide for recognition of any insurance trust agreement, a waiver of right of subrogation against Unit Owners individually, the fact that such insurance is not prejudiced by any act or neglect of individual Unit Owners which is not in the control of such owners collectively, and that the policy is primary in the event the Unit Owner has other insurance covering the same loss and that no contributions may be made against the Association borrowers, FNMA, or any institutional lender. Said policies shall be in an amount equal to one hundred percent of the current replacement cost of the Condominium, including all Common Areas. An inflation guard endorsement is required if available. If the Condominium is located within an area having special flood hazards or for which flood insurance has been made available, flood insurance is required in an amount equal to one hundred percent of the current replacement cost or the maximum coverage available.

Subsection "G" is hereby deleted and in its place is substituted the following:

G. The premiums of all insurance policies purchased pursuant to the provisions of this Section shall be common expenses and shall be paid promptly when due. All such policies shall provide that they may not be cancelled or substantially modified by any party without at least ten days prior written notice to the Association and to each holder of a first mortgage which is listed as a named insured on such policy.

Subsection "L" is hereby added to Section 18:

L. The Association shall purchase and maintain a blanket fidelity bond for all officers, directors, trustees, and employees of the Association and all other persons handling or responsible for funds of, or administered by, the Association. If the Association delegates some or all of the responsibility for handling funds to a management agent, such bond shall cover such management agent, its officers, employees, and agents. Such bond shall be in an amount based upon best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or management agent; provided, in no event may the aggregate amount of such bonds be less than a sum equal to three months aggregate assessments on all Units plus reserve funds. Such fidelity bonds shall name the Association as an obligee, shall contain waivers by the insurers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of employees or similar terms or expressions, and shall provide that they may not be cancelled or substantially modified without at least ten days prior written notice to the Association, to any insurance trustee, and the servicer for FNMA.

Subsection "M" is hereby added to Section 18:

M. The Association may name as an insured under any of the foregoing required insurance policies, on behalf of the Association, an authorized representative, including any trustee with whom the Association may enter into any insurance trust agreement or any successor of such trustee who shall have exclusive authority to negotiate losses under any policy providing such property, liability or fidelity bond coverage. Each Unit Owner hereby appoints the Association, or any insurance trustee or substitute insurance trustee designated by the Association, as his attorney in fact for the purposes of purchasing and maintaining such insurance, including: collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability, the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association is hereby obligated to receive, hold, and properly dispose of any proceeds of insurance in trust for the Unit Owners and their first mortgage holders as their interests may appear and as may be required by this Section.

V. Section 19 of the Declaration called "Maintenance, Repair and Replacement" is hereby amended as follows:

Subsection "E" is hereby added to Section 19:

E. Right to Grant Permits. The Association shall have the right to grant permits, licenses, and easements over the Common Areas for utilities, roads, and other purposes reasonable necessary or useful for the proper maintenance or operation of the Condominium.

VI. Section 22 of the Declaration called "Sale by a Unit Owner - First Option to Association", subsection "G" is hereby deleted and in its place is substituted the following paragraph:

G. The provisions of this Article with respect to the Association's right of first option shall not apply to any bank, insurance company, savings and loan association, trustee, or institutional mortgagee which becomes a Unit Owner by foreclosure or deed in lieu of foreclosure.

Subsection H of Section 22 is hereby deleted and in its place is substituted the following paragraph:

H. The provisions hereof with respect to the Association's right of first option shall not apply to sales made by the Developer or an institutional mortgagee which acquires title by foreclosure or deed in lieu of foreclosure.

VII. Section 23 of the Declaration, called "Liabilities and Remedies", is hereby amended as follows:

Subsection "C" is hereby deleted and in its place is substituted the following provision:

C. Priority of Liens. The lien or liens held by the Association for any and all unpaid assessments, charges, fees, fines, interest and expenses shall have priority as to all other liens except:

1. Assessments, liens, and charges for taxes past due and unpaid on the Unit; and
2. Any bona fide first mortgage on the Unit recorded prior to the date when the lien in favor of the Association for unpaid assessments and other charges is created.

Such lien in favor of the Association for all fees, late charges, fines and interest levied by the Association in connection with any unpaid assessments shall expressly be subordinate to any bona fide first mortgage recorded prior to the creation of such lien.

Subsection "D" of Section 23 is hereby deleted and in its place is substituted the following provision:

D. Payment of Liens Upon Sale. Any lien for assessments in favor of the Association shall not be affected by any sale or transfer of the Unit, except that a sale or transfer pursuant to foreclosure of a first mortgage or deed in lieu of foreclosure shall extinguish any subordinate lien for assessments which became payable prior to such sale or transfer. However, any such delinquent assessments which were extinguished pursuant to the foregoing provision may be assessed to all Unit Owners as a common expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit estate from the lien of, any assessments made thereafter. The transferee of title to a Unit other than pursuant to foreclosure or a deed in lieu of foreclosure shall be jointly and severally liable with the

transferor thereof for any and all amounts owing by the transferor to the Association up to the time of the transfer of title, without prejudice to the transferees right to recover from his transferor any amount thereof paid by the transferee. The Association shall provide for the issuance to every transferee, upon his request, a statement of the amounts due, and the transferee's liability hereunder shall be thereupon be limited to the amount stated.

Subsection "J" shall be added to Section 23 as follows:

J. Commencement of Payment. Assessments for Common Expenses as provided pursuant to this Section shall commence upon the conveyance of the title to the first unit sold.

VIII. Section 25 of the Declaration, called "Developers Privileges", second paragraph is hereby deleted and in its place is substituted the following paragraph:

The Developer shall not be liable for the payment of Common Expenses in respect to any Unit it owns and is holding for sale in the ordinary course of business, during the period of time subsequent to the recording of the Declaration of Condominium ending on the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first condominium unit occurs. The Developer shall pay any portion of the Common Expenses incurred during the above period of time which exceed the amount assessed against the other Unit Owners.

IX. Section 29 of the Declaration, called "Use Restrictions", is hereby amended as follows:

Subsection "E" is hereby added to Section 29:

E. The Association shall have the right to enforce all use restrictions in regard to the Condominium Property or individual units set forth pursuant to this Section or reasonable rules and regulations as promulgated by the Board of Directors of the Association. This right of action shall accrue both to the Association and to any aggrieved Unit Owner both against the Association and the offending Unit Owner for failure to comply with the provisions of this Declaration or the reasonable rules and regulations promulgated hereunder.

X. The following provision is hereby added to the Declaration as Section 31:

31. Rights of Mortgage Holders.

1. Upon written request to the Association, any holder of a bona fide first mortgage on a Unit shall be entitled to timely written notice of:

A. Any condemnation loss or any casualty loss which affects a material portion of the Project or any Unit on which there is a first mortgage held by such mortgage holder.

B. Any delinquency in payment of assessment or charges owed by an owner of a Unit subject to such first mortgage held by the mortgage holder.

C. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

D. Any proposed action which would require consent of a special percentage of the mortgage holders as required by this Declaration or any bylaws or rules and regulations of the Association.

XI. The following provision is hereby added to the Declaration as Section 32:

32. Condemnation. The Association is hereby empowered to represent any and all of the Unit Owners in regard to any condemnation proceedings or in negotiations, settlements, and agreements with the condemning authority for the acquisition of the Common Areas or parts thereof. Each and every unit owner hereby appoints the Association his attorney in fact for such purpose. The Association may hire or appoint an authorized agent or attorney to represent it in any condemnation proceedings or in any negotiation settlements and agreements with the condemning authority. The Association may also appoint a trustee to act on its behalf in carrying out the above functions. In the event there is a taking or acquisition of part or all of the Common Elements by condemning authority, the award or proceeds of settlement shall be payable to the Association, or any trustee, for the use and benefit of the Unit Owners and their mortgagees as their interests may appear. Such condemnation shall be governed by the procedures set forth in Section 19 above in regard to destruction of the premises and insurance proceeds. Any such distribution made as a result of the termination of the project, whether as a result of condemnation, destruction, or voluntary termination, shall be done on a reasonable and equitable basis.

XI. The following provision is hereby added to the Declaration as Section 33:

33. Reserves and Working Capital. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Areas and those limited Common Areas which the Association may be obligated to maintain. The fund shall be maintained out of regular assessments for Common Expenses. In addition, a working capital fund shall be established for the initial months of the project operation equal to at least two months estimated assessments for each unit. Each unit's share of the working capital fund shall be collected and transferred to the Association at the time of closing of the sale of each unit and maintained in a segregated account for the use and benefit of the Association. Contribution to the working capital fund for each unit shall be paid to the Association within sixty days after the date of the conveyance of the first unit in Phase I. Such amounts paid into the working capital fund shall not be considered as advanced payments of regular monthly assessments.

XII. Exhibit "A-1" of Composite Exhibit "A" at page 17 of the Declaration is hereby deleted and in its place is substituted Exhibit "A-1" attached hereto. All references to Exhibit "A-1" in the original Declaration and in this First Amendment shall be deemed to refer to Exhibit "A-1" attached hereto.

XIII. Exhibits "A-5" through "A-9" of the original recorded Declaration at pages 21 through 25, inclusive, are hereby deleted from the Declaration.

XIV. Exhibit "C" of the Declaration, pages 27 through 29, inclusive, are hereby deleted and in its place is substituted Exhibit "C" attached hereto. All references to Exhibit "C" in the original recorded Declaration of Condominium and this First Amendment shall be deemed to refer to Exhibit "C" attached hereto.

XV. In regard to the Articles of Incorporation of Windtree Gardens Condominium Association, Inc. attached as Exhibit "D" to the Declaration, the Articles of Amendment attached hereto as Exhibit "D" and filed with the Secretary of State for the State of Florida are hereby incorporated into this Amendment of Declaration of Condominium for the purpose of amending the original Declaration of Condominium as set forth in said Exhibit.

XVI. In regard to the Bylaws of Windtree Gardens Condominium Association attached as Exhibit "E" to the Declaration, the Amendment to Bylaws attached hereto as Exhibit "E" is incorporated herein for the purpose of amending the provisions of the Bylaws attached to the original Declaration of Condominium as set forth in said Exhibit.

XVII. All other provisions of the Declaration not in conflict with this Amendment shall remain as part of the Declaration of Condominium for Windtree Gardens Condominium.

WINDTREE GARDENS, INC.

Witnesses:

Richard M. Marshall
W. S. Marshall

By: *L. M. Folsom*
L. M. Folsom, President

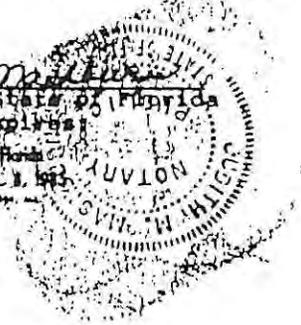


STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly commissioned in the State and County aforesaid to take acknowledgments, personally appeared L. M. FOLSOM, to me known to be the person designated and who executed the foregoing First Amendment to Declaration of Condominium for Windtree Gardens Condominium as President of the corporation named therein, and he acknowledged before me that he executed the same as such officer in the name of and on behalf of said corporation.

WITNESS my hand official seal in the County and State last afore-
said this 19th day of August, 1983.

Audith M. Matthews
Notary Public, State of Florida
My Commission Expires
Notary Public, State of Florida
My Commission Expires Oct. 8, 1983
Source: The Gray Firm - Jacksonville, Fla.



[The remainder of the page is extremely faint and illegible due to heavy noise and low contrast.]

A. PHASE ONE

From the N.E. corner of Section 28, Township 22 South, Range 27 East, run S. $89^{\circ}54'20''$ W. along the North line of said section 1110.00', then S. $00^{\circ}32'17''$ E. 75.00' to the South right-of-way of State Road 50, then S. $89^{\circ}54'20''$ W. along said right-of-way 864.02' to the Point of Beginning; run thence S. $00^{\circ}32'17''$ E. 339.77' to the P.C. of a curve concave to the East and having a radius of 135.57', thence Southerly along the arc of said curve 75.48' thru a central angle of $31^{\circ}54'00''$ to a point of reverse curve and the P.C. of a curve concave to the West having a radius of 195.57', thence Southerly along the arc of said curve 108.89' thru a central angle of $31^{\circ}54'00''$, thence S. $00^{\circ}32'17''$ E. 70.00' to the P.C. of a curve concave to the East and having a radius of 298.11', thence South and Easterly along the arc of said curve 361.43' thru a central angle of $69^{\circ}28'00''$, thence S. $15^{\circ}00'00''$ W. 219.62', thence S. $15^{\circ}00'00''$ E. 30.73', thence S. $75^{\circ}00'00''$ W. 47.75', thence N. $75^{\circ}00'00''$ W. 125.00', thence S. $89^{\circ}46'14''$ W. 216.00', thence N. $14^{\circ}15'50''$ W. 262.24', thence N. $14^{\circ}12'31''$ W. 394.65', thence N. $00^{\circ}11'49''$ W. 47.00', thence N. $89^{\circ}54'20''$ E. 294.90' to a point on a curve concave to the East having a radius of 195.57', thence from a tangent bearing of N. $18^{\circ}21'45''$ W. run Northerly along the arc of said curve 60.85' thru a central angle of $17^{\circ}49'28''$, thence N. $00^{\circ}32'17''$ W. 340.23' to the South right-of-way of State Road 50, thence N. $89^{\circ}54'20''$ E. along said right-of-way 60.00' to the Point of Beginning, containing 6.96 acres, less that portion of the road more particularly described as:

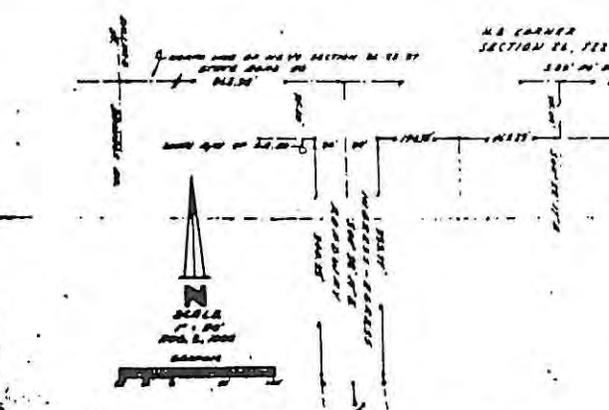
From the N.E. corner of Section 28, Twp. 22 S, Rge. 27 E., Run S. $89^{\circ}54'20''$ W. along the North line of said section 1110.00', then S. $00^{\circ}32'17''$ E. 75.00' to the South Right-of-Way of State Road 50, then S. $89^{\circ}54'20''$ W. along said Right-of-Way 864.02' for the Point of Beginning; Run thence S. $00^{\circ}32'17''$ E. 339.77' to the P. C. of a curve concave to the East and having a radius of 135.57', then Southerly along the arc of said curve 61.53' thru a central angle of $26^{\circ}25'43''$, thence S. $89^{\circ}54'20''$ W. 64.78' to a Point on a curve concave to the East having a radius of 195.57', thence from a tangent bearing of N, $18^{\circ}21'45''$ W. run Northerly along the arc of said curve 60.85' thru a central angle of $17^{\circ}49'28''$, thence N. $00^{\circ}32'17''$ W. 340.23' to the South Right-of-Way of State Road 50, thence N. $89^{\circ}54'20''$ E. along said Right-of-Way 60.00' to the Point of Beginning.

The foregoing legal description is true and correct.

Glen Thomas
 Glen Thomas
 Professional Land Surveyor
 No. 1605, State of Florida



File



U.S. CORNER
SECTION 21, T21S, R17E

"WINDTREE GARDENS"
CONDOMINIUMS
DADE COUNTY, FLORIDA

SHOULD BEYOND RECORDS FOR DEEDS
IN ACCORDANCE WITH THE PROVISIONS SPECIFIED
HEREIN BY DWS 6-6,
FLORIDA ADMINISTRATIVE CODE.

PLOT PLAN

APPROXIMATE DIMENSIONS: 100' x 100' (APPROXIMATE)

APPROXIMATE BUILDING: 10' x 10' (APPROXIMATE) PER UNIT

BUILDINGS: 10' x 10' (APPROXIMATE) PER UNIT

ENTRANCE: 10' x 10' (APPROXIMATE) PER UNIT

NOTE: 10' x 10' (APPROXIMATE) PER UNIT

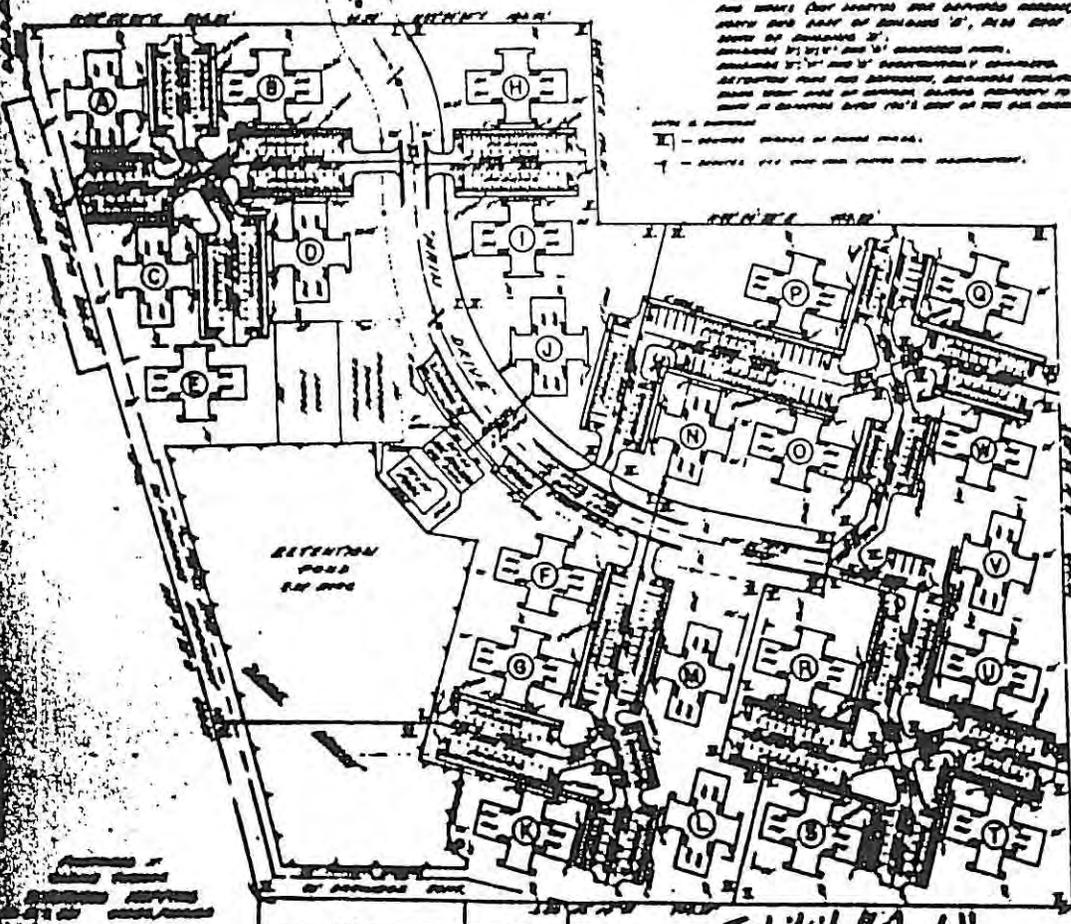
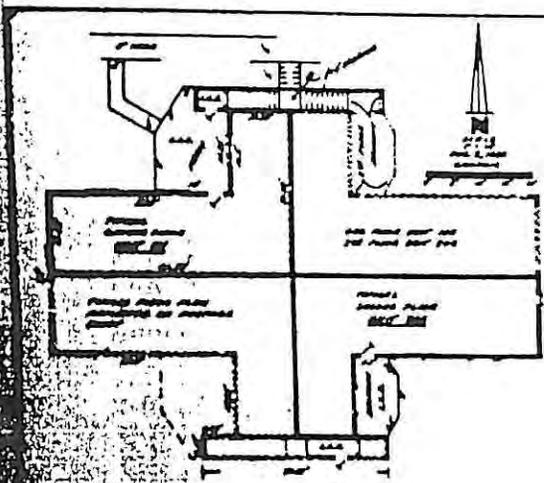


EXHIBIT "A-1"



**SKETCH RESPECTING
TYPICAL HORIZONTAL DIMENSIONS
OF
APARTMENTS**

1. FROM SINGLE REPRESENTATIVE SAMPLE OF THE GROUP, A SET OF DIMENSIONS INDICATING THE RANGE OF THE VARIATIONS WITH CORRELATIONS OF ROOMS.
2. I.E. TYPICAL AND UNUSUAL ROOM SIZE (FOR CORRELATION OF ROOMS).
3. TYPICAL ROOMS AND DIMENSIONS (FROM PLAN OF REPRESENTATIVE UNIT (INDICATED), FEATURES OF ROOMS APPLICABLE TO THE PLAN OF REPRESENTATIVE UNIT).
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100. ROOMS PLAN DIMENSIONS AND ROOMS PLAN.

| Room | Area | Perimeter | Volume | Notes |
|-------------|---------|-----------|----------|-------|
| Living Room | 120.00 | 180.00 | 1200.00 | |
| Bed Room | 80.00 | 120.00 | 800.00 | |
| Bath | 40.00 | 60.00 | 400.00 | |
| Kitchen | 60.00 | 90.00 | 600.00 | |
| Dining Room | 100.00 | 150.00 | 1000.00 | |
| Hall | 20.00 | 30.00 | 200.00 | |
| Entry | 30.00 | 45.00 | 300.00 | |
| Staircase | 10.00 | 15.00 | 100.00 | |
| Storage | 15.00 | 22.50 | 150.00 | |
| Garage | 200.00 | 300.00 | 2000.00 | |
| Driveway | 100.00 | 150.00 | 1000.00 | |
| Front Porch | 50.00 | 75.00 | 500.00 | |
| Rear Porch | 30.00 | 45.00 | 300.00 | |
| Backyard | 100.00 | 150.00 | 1000.00 | |
| Front Yard | 100.00 | 150.00 | 1000.00 | |
| Overall | 1000.00 | 1500.00 | 10000.00 | |

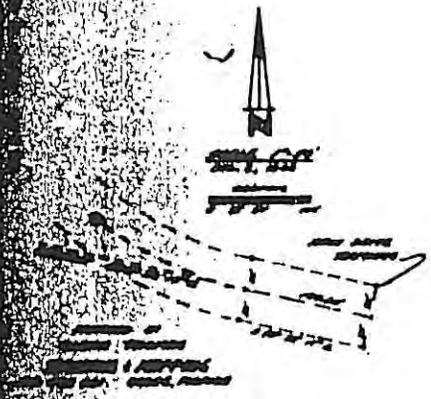
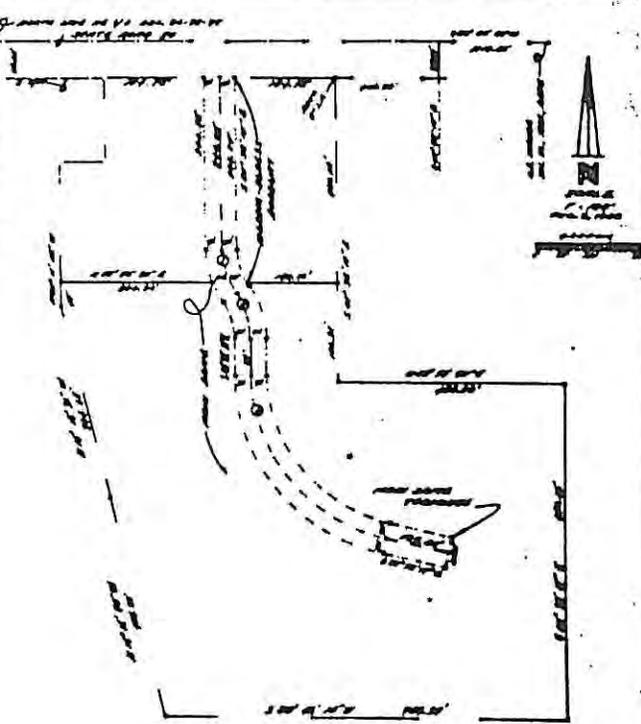


Exhibit "A-1"

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|-------|------|-------|-------|-------|-------|
| 103 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| I-104 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| I-201 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| I-202 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| I-203 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| I-204 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| J-101 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| J-102 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| J-103 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
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| J-201 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| J-202 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| J-203 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| J-204 | 1/80 | 1/104 | 1/136 | 1/160 | 1/184 |
| K-101 | | 1/104 | 1/136 | 1/160 | 1/184 |
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| L-103 | | 1/104 | 1/136 | 1/160 | 1/184 |
| L-104 | | 1/104 | 1/136 | 1/160 | 1/184 |
| L-201 | | 1/104 | 1/136 | 1/160 | 1/184 |
| L-202 | | 1/104 | 1/136 | 1/160 | 1/184 |
| L-203 | | 1/104 | 1/136 | 1/160 | 1/184 |
| L-204 | | 1/104 | 1/136 | 1/160 | 1/184 |
| M-101 | | 1/104 | 1/136 | 1/160 | 1/184 |
| M-102 | | 1/104 | 1/136 | 1/160 | 1/184 |
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| N-203 | | | 1/136 | 1/160 | 1/184 |
| N-204 | | | 1/136 | 1/160 | 1/184 |
| O-101 | | | 1/136 | 1/160 | 1/184 |
| O-102 | | | 1/136 | 1/160 | 1/184 |
| O-103 | | | 1/136 | 1/160 | 1/184 |
| O-104 | | | 1/136 | 1/160 | 1/184 |
| O-201 | | | 1/136 | 1/160 | 1/184 |
| O-202 | | | 1/136 | 1/160 | 1/184 |
| O-203 | | | 1/136 | 1/160 | 1/184 |
| O-204 | | | 1/136 | 1/160 | 1/184 |
| P-101 | | | 1/136 | 1/160 | 1/184 |
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| P-201 | | | 1/136 | 1/160 | 1/184 |
| P-202 | | | 1/136 | 1/160 | 1/184 |
| P-203 | | | 1/136 | 1/160 | 1/184 |
| P-204 | | | 1/136 | 1/160 | 1/184 |
| Q-101 | | | 1/136 | 1/160 | 1/184 |
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| R-101 | | | 1/136 | 1/160 | 1/184 |
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| T-204 | | | 1/136 | 1/160 | 1/184 |

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| R-201 | 1/160 | 1/184 |
| R-202 | 1/160 | 1/184 |
| R-203 | 1/160 | 1/184 |
| R-204 | 1/160 | 1/184 |
| S-101 | 1/160 | 1/184 |
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| S-104 | 1/160 | 1/184 |
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| S-204 | 1/160 | 1/184 |
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| T-204 | 1/160 | 1/184 |
| U-101 | | 1/184 |
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2197712 ORANGE SEP 21 3 05 PM '84
CO., FL

C.R. 3557 PG 445

3702

AMENDMENT CORRECTING EXHIBIT DESIGNATIONS

WINDTREE GARDENS, INC., Developer of WINDTREE GARDENS CONDOMINIUM, created pursuant to Declaration of Condominium dated May 4, 1983 and recorded May 4, 1983 at O.R. Book 3374, page 1 through 46, as amended by First Amendment to Declaration of Condominium for Windtree Gardens Condominium dated August 19, 1983 and recorded September 6, 1983 at O.R. Book 3415, pages 2386 through 2403, Public Records of Orange County, Florida (hereinafter "First Amendment"), and Second Amendment to Declaration of Condominium for Windtree Gardens Condominium dated September 12, 1983 and recorded September 12, 1983 at O.R. Book 3417, pages 2790 through 2791, Public Records of Orange County, Florida (hereinafter "Second Amendment"), and Third Amendment to Declaration of Condominium for Windtree Gardens Condominium dated October 6, 1983 and recorded October 6, 1983 at O.R. Book 3427, Pages 2109 and 2110, Public Records of Orange County, Florida (hereinafter "Third Amendment") and Fourth Amendment to Declaration of Condominium for Windtree Gardens Condominium dated October 14, 1983 and recorded October 17, 1983 at O.R. Book 3430, page 2356, Public Records of Orange County, Florida (hereinafter "Fourth Amendment") and Fifth Amendment to Declaration of Condominium for Windtree Gardens Condominium dated January 20, 1984 and recorded January 20, 1984 at O.R. Book 3464, pages 1831 and 1832, Public Records of Orange County, Florida (hereinafter "Fifth Amendment") and Sixth Amendment to Declaration of Condominium for Windtree Gardens Condominium dated March 9, 1984 and recorded March 13, 1984 at O.R. Book 3483, pages 282 and 283, Public Records of Orange County, Florida (hereinafter "Sixth Amendment") and Seventh Amendment to Declaration of Condominium for Windtree Gardens Condominium dated March 13, 1984 and recorded March 13, 1984 at O.R. Book 3483, pages 363 and 364, Public Records of Orange County, Florida (hereinafter "Seventh Amendment") and Eighth Amendment to Declaration of Condominium for Windtree Gardens Condominium dated March 16, 1984 and

recorded March 16, 1984 at O.R. Book 3484, pages 849 through 851, Public Records of Orange County, Florida (hereinafter "Eighth Amendment"), is hereby amended in the following particulars:

1. Exhibit 1 attached hereto shall be Exhibit 1 as referred to in Section 2 of the First Amendment to the Declaration of Condominium for Windtree Garden Condominium. Composite Exhibit 2 attached hereto shall be Exhibit 2 as referred to in Section 2 of the First Amendment to the Declaration of Condominium for Windtree Gardens Condominium. Said exhibits were inadvertently not attached to the First Amendment.

2. Exhibit A-8 as referred to in the Sixth Amendment to Declaration of Condominium for Windtree Gardens Condominium dated March 9, 1984 and recorded March 13, 1984 at O.R. Book 3483, pages 282 and 283, Public Records of Orange County, Florida, is hereby amended to read Exhibit A-9.

3. Exhibit A-8 as referred to in the Seventh Amendment to Declaration of Condominium for Windtree Gardens Condominium dated March 13, 1984 and recorded March 13, 1984 at O.R. Book 3483, pages 363 and 364, Public Records of Orange County, Florida, is hereby amended to read Exhibit A-10.

4. No further changes, additions or modifications of said Declaration of Condominium for Windtree Gardens or the amendments thereto is intended hereby.

IN WITNESS WHEREOF, the parties have set their hands and seals this 26th day of March, 1984.

Witnesses:

W. S. Nathan
Chuck R. Powell

Developer:

WINDTREE GARDENS, INC.

By: L. M. Folsom
L. M. Folsom, President

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County of Orange, Florida,

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared WILLIAM CANOLE, to me known to be the person described in and who executed the foregoing instrument as Vice-President of Windtree Gardens, Inc., and he acknowledged before me that he executed the same as such officer in the name of and on behalf of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of June, 1984.

Eric S. Mashburn
Notary Public, State of Florida
My Commission Expires: 5/22/87

This instrument prepared by:
Eric S. Mashburn
Post Office Box 1277
Winter Garden, Florida 32787
(305) 656-1576



RECORDED & RECORD VERIFIED

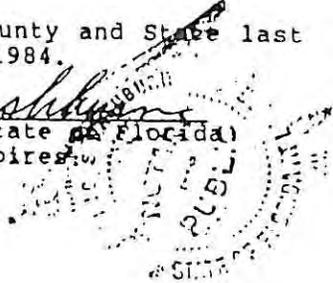
Thomas H. [Signature]

County Comptroller, Orange Co., Fla.

personally appeared L. M. FOLSOM, to me known to be the person described in and who executed the foregoing instrument as President of Windtree Gardens, Inc., and he acknowledged before me that he executed the same as such officer in the name of and on behalf of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of March, 1984.

Eric S. Mashburn
Notary Public, State of Florida
My Commission Expires



This instrument prepared by:

Eric S. Mashburn
Post Office Box 1277
Winter Garden, Florida 32787
(305) 656-1576

A. PHASE I

From the N.E. corner of Section 26, Township 22 South, Range 27 East, run S. $89^{\circ}54'20''$ W. along the North line of said section 1110.00', then S. $00^{\circ}32'17''$ E. 75.00' to the South right-of-way of State Road 50, then S. $89^{\circ}54'20''$ W. along said right-of-way 664.02' to the Point of Beginning; run thence S. $00^{\circ}32'17''$ E. 339.77' to the P.C. of a curve concave to the East and having a radius of 135.57', thence Southerly along the arc of said curve 75.48' thru a central angle of $31^{\circ}54'00''$ to a point of reverse curve and the P.C. of a curve concave to the West having a radius of 195.57', thence Southerly along the arc of said curve 108.89' thru a central angle of $31^{\circ}54'00''$, thence S. $00^{\circ}32'17''$ E. 70.00' to the P.C. of a curve concave to the East and having a radius of 298.11', thence South and Easterly along the arc of said curve 361.43' thru a central angle of $69^{\circ}28'00''$, thence S. $15^{\circ}00'00''$ W. 219.62', thence S. $15^{\circ}00'00''$ E. 30.73', thence S. $75^{\circ}00'00''$ W. 47.75', thence N. $75^{\circ}00'00''$ W. 125.00', thence S. $89^{\circ}48'14''$ W. 218.00', thence N. $14^{\circ}15'50''$ W. 262.24', thence N. $14^{\circ}12'31''$ W. 394.65', thence N. $00^{\circ}11'49''$ W. 47.00', thence N. $89^{\circ}54'20''$ E. 294.90' to a point on a curve concave to the East having a radius of 195.57', thence from a tangent bearing of N. $18^{\circ}21'45''$ W. run Northerly along the arc of said curve 60.85' thru a central angle of $17^{\circ}49'28''$, thence N. $00^{\circ}32'17''$ W. 340.23' to the South right-of-way of State Road 50, thence N. $89^{\circ}54'20''$ E. along said right-of-way 80.00' to the Point of Beginning, containing 6.96 acres, less that portion of the road more particularly described as:

From the N.E. corner of Section 26, Twp. 22 S, Rge. 27 E., Run S. $89^{\circ}54'20''$ W. along the North line of said section 1110.00', then S. $00^{\circ}32'17''$ E. 75.00' to the South Right-of-Way of State Road 50, then S. $89^{\circ}54'20''$ W. along said Right-of-Way 664.02' for the Point of Beginning; Run thence S. $00^{\circ}32'17''$ E. 339.77' to the P. C. of a curve concave to the East and having a radius of 135.57', then Southerly along the arc of said curve 62.53' thru a central angle of $26^{\circ}25'43''$, thence S. $89^{\circ}54'20''$ W. 64.78' to a Point on a curve concave to the East having a radius of 195.57', thence from a tangent bearing of N, $18^{\circ}21'45''$ W. run Northerly along the arc of said curve 60.85' thru a central angle of $17^{\circ}49'28''$, thence N. $00^{\circ}32'17''$ W. 340.23' to the South Right-of-Way of State Road 50, thence N. $89^{\circ}54'20''$ E. along said Right-of-Way 60.00' to the Point of Beginning.

The foregoing legal description is true and correct.

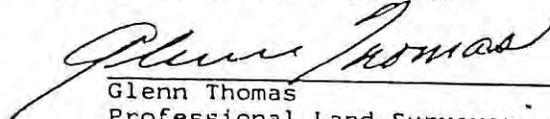
Glen Thomas
 Glen Thomas
 Professional Land Surveyor
 No. 1605, State of Florida

F. PHASE II

O.R. 3557 pg 449

From the N.E. corner of Section 28, Township 22 South, Range 27 East, run South $89^{\circ}54'20''$ W. along the North line of said section 1110.00', then South $00^{\circ}32'17''$ E. 75.00' to the South right-of-way of State Road 50, then South $89^{\circ}54'20''$ W. along said South right-of-way 30.00', then South $00^{\circ}32'17''$ E. 596.91', then South $89^{\circ}54'20''$ W. 376.81' for the point of beginning, thence South $15^{\circ}00'00''$ W. 239.74' thence South $31^{\circ}47'30''$ W. 8.03' to a point on a curve concave to the Northeast having a radius of 298.11', thence from a tangent bearing of North $58^{\circ}12'30''$ W. run Northerly along the arc of said curve 300.04' through a central angle of $57^{\circ}40'13''$, thence North $00^{\circ}32'17''$ W. 70.00' to the P. C. of a curve concave to the West having a radius of 195.57'; thence Northerly along arc of said curve 108.89' through a central angle of $31^{\circ}54'00''$ to a point of reverse curvature concave to the East having a radius of 135.57', thence Northerly along the arc 12.95' through a central angle of $5^{\circ}28'17''$, thence North $89^{\circ}54'20''$ E. 180.56', thence South $00^{\circ}32'17''$ E. 196.91', thence North $89^{\circ}54'20''$ E. 62.48' to the point of beginning, containing 1.36 acre.

The foregoing legal description is true and correct.



Glenn Thomas
Professional Land Surveyor
No. 1605, State of Florida



1997927 ORANGE CO. FL SEP 12 2 21 PM '83 23417-2790

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR WINDTREE GARDENS CONDOMINIUM

Windtree Gardens, Inc., a Florida corporation, hereinafter referred to as "Developer" being the sole owner of all the units of Windtree Gardens Condominium, created by Declaration of Condominium dated May 4, 1983 and recorded May 4, 1983 at O.R. Book 3374, page 1 through 46, Public Records of Orange County, Florida (hereinafter "Declaration") and First Amendment to Declaration of Condominium for Windtree Gardens Condominium dated August 10, 1983 and September 6, 1983 at O.R. Book 3415, page 2386 through 2403, Public Records of Orange County, Florida (hereinafter "First Amendment") does hereby amend said Declaration and First Amendment in the following particulars:

1. The Declaration and First Amendment, are amended to include the maps and drawings recorded at Condominium Book 8, pages 37 through 42, Public Records of Orange County, Florida, as Exhibit "A-5" and that said Exhibit, along with the other Exhibits of the Declaration and First Amendment comprising Composite Exhibit "A" and the Declaration and First Amendment are in sufficient detail to identify the Common Elements, Limited Common Elements, each Unit and its relative location, and the approximate dimensions of the buildings and improvements described therein.

2. Section 26 of the Declaration called "Amendments" is hereby amended to read in its entirety as follows:

The provisions of this Declaration may be amended by the Developer prior to the sale of any units or from time to time thereafter upon the approval of such Amendment or Amendments by the Association pursuant to a Resolution or written consent approving such Amendment or Amendments adopted or given by not less than two-thirds of the Unit Owners except where otherwise required by the Condominium Act or this Declaration; provided that the Developer may amend this Declaration and/or any subsequent amendment or amendments at any time for the purpose of adding additional buildings or phases constructed as a part of the developer's plan of development of the condominium as described herein. No amendment changing the size or dimensions of a unit shall be effective unless consented to by the Unit Owner and no amendment which affects the rights, privileges, or interests of the developer shall be effective without its prior written consent. All amendments to the Declaration shall be recorded in the Public Records of Orange County, Florida. Any

amendments to the Declaration to show additional buildings constructed as a part of the developer's plan of development of the condominium may be adopted by the developer and recorded without the requirement that it be approved by any institutional lenders. This shall be true whether such amendment shall take the form of a written amendment or a recorded survey showing additional buildings. In the event that any institutional lender shall have mortgages outstanding on any units of the condominium, such institutional lender shall also have the right to approve any amendments affecting this Declaration before such amendment shall become effective. It shall not be required, however, that any institutional lenders who have mortgages outstanding at the time of the adoption of this Amendment shall be required to agree to any such amendment.

3. All provisions of the Declaration and First Amendment not in conflict herewith shall remain in full force and effect.

Developer:

WINDTREE GARDENS, INC.

[Handwritten signature]

By: *[Handwritten signature]*
L. M. Folsom, President

[Handwritten signature]

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared L. M. FOLSOM, to me known to be the person described in and who executed the foregoing instrument as President of Windtree Gardens, Inc., and he acknowledged before me that he executed the same as such officer in the name of and on behalf of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 12 day of Sept., 1983.

[Handwritten signature]
Notary Public, State of Florida
My Commission Expires: 5/22/87
5/22/87

RECORDED & RECORD VERIFIED

[Handwritten signature]
County Comptroller, Orange Co.

900
+ 7512 County
pk

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR WINDTREE GARDENS CONDOMINIUM

Windtree Gardens, Inc., a Florida corporation, hereinafter referred to as "Developer", created by Declaration of Condominium dated May 4, 1983 and recorded May 4, 1983 at O.R. Book 3374, page 1 through 46, Public Records of Orange County, Florida (hereinafter "Declaration"), First Amendment to Declaration of Condominium for Windtree Gardens Condominium dated August 19, 1983 and recorded September 6, 1983 at O.R. Book 3415, page 2386 through 2403, Public Records of Orange County, Florida (hereinafter "First Amendment"), and Second Amendment to Declaration of Condominium for Windtree Gardens Condominium dated September 12, 1983 and recorded September 12, 1983 at O.R. Book 3417, page 2790 through 2791, Public Records of Orange County, Florida (hereinafter "Second Amendment") does hereby amend said Declaration, First Amendment and Second Amendment in the following particulars:

1. Said Declaration, First Amendment, and Second Amendment are hereby amended to include the maps and drawings recorded at Condominium Book 8, pages 48 through 52, Public Records of Orange County, Florida, as Exhibit "A-6" and that said Exhibit, along with the other Exhibits of the Declaration, First Amendment, and Second Amendment comprising Composite Exhibit "A" and the Declaration, First Amendment, and Second Amendment are in sufficient detail to identify the Common Elements, Limited Common Elements, each Unit and its relative location, and the approximate dimensions of the buildings and improvements described therein.

2. All provisions of the Declaration, First Amendment, and Second Amendment not in conflict herewith shall remain in full force and effect.

Witnesses:

[Signature]
Joseph Bonelli

Developer:

WINDTREE GARDENS, INC.

By: [Signature]
L. M. Folsom, President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared L. M. FOLSOM, to me known to be the person described in and who executed the foregoing instrument as President of Windrose Gardens, Inc., and he acknowledged before me that he executed the same as such officer in the name of and on behalf of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 6th day of October, 1983.

Eric S. Mashburn
Notary Public, State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 21 1984
I CHOSE THIS SPECIAL INSURANCE PLAN

This instrument prepared by:
Eric S. Mashburn
Post Office Box 1277
Winter Garden, Florida 32787
(305) 856-1576

RECORDED & RECORD VERIFIED

Thomas A. Hall
County Comptroller, Orange County, Florida

2016671 CHANGE Oct 17 1 12 PM '83 O.R. 3430 PG 2356

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900 + 2000 E.H.H.
P.L.

FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR WINDTREE GARDENS CONDOMINIUM

Windtree Gardens, Inc., a Florida corporation, hereinafter referred to as "Developer", created by Declaration of Condominium dated May 4, 1983 and recorded May 4, 1983 at O.R. Book 3374, page 1 through 46, Public Records of Orange County, Florida (hereinafter "Declaration"), First Amendment to Declaration of Condominium for Windtree Gardens Condominium dated August 19, 1983 and recorded September 6, 1983 at O.R. Book 3415, page 2386 through 2403, Public Records of Orange County, Florida (hereinafter "First Amendment"), and Second Amendment to Declaration of Condominium for Windtree Gardens Condominium dated September 12, 1983 and recorded September 12, 1983 at O.R. Book 3417, page 2790 through 2791, Public Records of Orange County, Florida (hereinafter "Second Amendment"), and Third Amendment to Declaration of Condominium for Windtree Gardens Condominium dated October 6, 1983 and recorded October 6, 1983 at O.R. Book 3427, page 2109 and 2110, Public Records of Orange County, Florida (hereinafter "Third Amendment") does hereby amend said Declaration, First Amendment, Second Amendment and Third Amendment in the following particulars:

1. Said Declaration, First Amendment, Second Amendment and Third Amendment are hereby amended to include the maps and drawings recorded at Condominium Book 8, pages 53 through 58, Public Records of Orange County, Florida, as Exhibit "A-7" and that said Exhibit, along with the other Exhibits of the Declaration, First Amendment, Second Amendment and Third Amendment comprising Composite Exhibit "A" and the Declaration, First Amendment, Second Amendment and Third Amendment are in sufficient detail to identify the Common Elements, Limited Common Elements, each Unit and its relative location, and the approximate dimensions of the buildings and improvements described therein.

2. All provisions of the Declaration, First Amendment, Second Amendment and Third Amendment not in conflict herewith shall remain in full force and effect.

Witnesses:

[Signature]
[Signature]

Developer:

WINDTREE GARDENS, INC.

By: [Signature]
L. M. Folsom, President

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared L. M. FOLSOM, to me known to be the person described in and who executed the foregoing instrument as President of Windtree Gardens, Inc., and he acknowledged before me that he executed the same as such officer in the name of and on behalf of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of Oct., 1983.

[Signature]
Notary Public, State of Florida
My Commission Expires: 5/22/87

This instrument prepared by:
Eric S. Mashburn
Post Office Box 1277
Winter Garden, Florida 32787
(305) 656-1576

RECORDED & RECORD VERIFIED

[Signature]
County Comptroller, Orange Co., Fla.

FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR WINDTREE GARDENS CONDOMINIUM

Windtree Gardens, Inc., a Florida corporation, hereinafter referred to as "Developer", created by Declaration of Condominium dated May 4, 1983 and recorded May 4, 1983 at O.R. Book 3374, page 1 through 46, Public Records of Orange County, Florida (hereinafter "Declaration"), First Amendment to Declaration of Condominium for Windtree Gardens Condominium dated August 19, 1983 and recorded September 6, 1983 at O.R. Book 3415, page 2386 through 2403, Public Records of Orange County, Florida (hereinafter "First Amendment"), and Second Amendment to Declaration of Condominium for Windtree Gardens Condominium dated September 12, 1983 and recorded September 12, 1983 at O.R. Book 3417, page 2790 through 2791, Public Records of Orange County, Florida (hereinafter "Second Amendment"), and Third Amendment to Declaration of Condominium for Windtree Gardens Condominium dated October 6, 1983 and recorded October 6, 1983 at O.R. Book 3427, page 2109 and 2110, Public Records of Orange County, Florida (hereinafter "Third Amendment") and Fourth Amendment to Declaration of Condominium for Windtree Gardens Condominium dated October 1, 1983 and recorded October 17, 1983 at O.R. Book 3430, page 2356, Public Records of Orange County, Florida (hereinafter "Fourth Amendment") does hereby amend said Declaration, First Amendment, Second Amendment, Third Amendment and Fourth Amendment in the following particulars:

1. The Developer hereby submits the property described in the maps, surveys, and drawings recorded at Condominium Book 8, pages 90 through 94, Public Records of Orange County, Florida to condominium ownership as Phase II of Windtree Gardens Condominium as more particularly described in the Declaration and, further, amends said Declaration and First through Fourth Amendments to include said maps, surveys, and drawings as Exhibit A-8. Said Exhibit, along with the other Exhibits of the Declaration, First Amendment, Second Amendment, Third Amendment, and Fourth Amendment,

comprising Composite Exhibit "A", and the Declaration, First Amend-
ment, Second Amendment, Third Amendment, and Fourth Amendment are
in sufficient detail to identify the Common Elements, Limited Common
Elements, each Unit and its relative location, and the approximate
dimensions of the buildings and improvements described therein.

2. All provisions of the Declaration, First Amendment, Second
Amendment, Third Amendment, and Fourth Amendment not in conflict
herewith shall remain in full force and effect.

Witnesses:

Developer:

WINDTREE GARDENS, INC.

Stanley C. Roger

James [unclear]

By: *L. M. Folsom*
L. M. Folsom, President

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day before me, an officer duly
authorized in the State and County aforesaid to take acknowledgments,
personally appeared L. M. FOLSOM, to me known to be the person des-
cribed in and who executed the foregoing instrument as President of
Windtree Gardens, Inc., and he acknowledged before me that he
executed the same as such officer in the name of and on behalf of
said corporation.

WITNESS my hand and official seal in the County and State last
aforesaid this 24th day of January, 1984.

Eric S. Macburn
Notary Public, State of Florida
My Commission Expires: 6/22/87

This instrument prepared by:
Eric S. Macburn
Post Office Box 1277
Winter Garden, Florida 32737
(305) 898-1376

RECORDED & RECORD VERIFIED

Thomas J. Walker
County Comptroller, Orange Co., Fla.

SIXTH AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR WINDTREE GARDENS CONDOMINIUM

Windtree Gardens, Inc., a Florida corporation, hereinafter referred to as "Developer", created by Declaration of Condominium dated May 4, 1983 and recorded May 4, 1983 at O.R. Book 3374, page 1 through 46, Public Records of Orange County, Florida (hereinafter "Declaration"), First Amendment to Declaration of Condominium for Windtree Gardens Condominium dated August 19, 1983 and recorded September 6, 1983 at O.R. Book 3415, page 2386 through 2403, Public Records of Orange County, Florida (hereinafter "First Amendment"), ~~and Second Amendment to Declaration of Condominium for Windtree Gardens Condominium dated September 12, 1983 and recorded September 12, 1983 at O.R. Book 3417, page 2790 through 2791, Public Records of Orange County, Florida (hereinafter "Second Amendment"), and Third Amendment to Declaration of Condominium for Windtree Gardens Condominium dated October 6, 1983 and recorded October 6, 1983 at O.R. Book 3427, page 2109 and 2110, Public Records of Orange County, Florida (hereinafter "Third Amendment") and Fourth Amendment to Declaration of Condominium for Windtree Gardens Condominium dated October 14, 1983 and recorded October 17, 1983 at O.R. Book 3430, page 2356, Public Records of Orange County, Florida (hereinafter "Fourth Amendment") and Fifth Amendment to Declaration of Condominium for Windtree Gardens Condominium dated January 20, 1984 and recorded January 20, 1984 at O.R. Book 3464, pages 1831 and 1832, Public Records of Orange County, Florida (hereinafter "Fifth Amendment") does hereby amend said Declaration, First Amendment, Second Amendment, Third Amendment, Fourth Amendment and Fifth Amendment in the following particulars:~~

1. The Developer hereby submits the property described in the maps, surveys, and drawings recorded at Condominium Book 8, pages 131 through 133, Public Record of Orange County, Florida to condominium ownership as Phase III of Windtree Gardens Condominium as more particularly described in the Declaration and, further,

amends said Declaration and First through Fifth Amendments to include said maps, surveys, and drawings as Exhibit A-8. Said Exhibit, along with the other Exhibits of the Declaration, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment comprising Composite Exhibit "A", and the Declaration, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment are in sufficient detail to identify the Common Elements, Limited Common Elements, each Unit and its relative location, and the approximate dimensions of the buildings and improvements described therein.

2. All provisions of the Declaration, First Amendment, Second Amendment, Third Amendment, Fourth Amendment and Fifth Amendment not in conflict herewith shall remain in full force and effect.

Witnesses:
Eric S. Mashburn
Ann L. Lamb

Developer:
WINDTREE GARDENS, INC.
By: L. M. Folsom
L. M. Folsom, President

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared L. M. FOLSOM, to me known to be the person described in and who executed the foregoing instrument as President of Windtree Gardens, Inc., and he acknowledged before me that he executed the same as such officer in the name of and on behalf of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of March, 1984.

Eric S. Mashburn
Notary Public, State of Florida
My Commission Expires: 5/22/87

This instrument prepared by:
Eric S. Mashburn
Post Office Box 1277
Winter Garden, Florida 32787
(305) 656-1576

11/11/84

RECORDED & RECORD VERIFIED

Thomas H. Miller
County Comptroller, Orange Co., FL.

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SEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR WINDTREE GARDENS CONDOMINIUM

Windtree Gardens, Inc., a Florida corporation, hereinafter referred to as "Developer", created by Declaration of Condominium dated May 4, 1983 and recorded May 4, 1983 at O.R. Book 3374, page 1 through 46, Public Records of Orange County, Florida (hereinafter "Declaration"), First Amendment to Declaration of Condominium for Windtree Gardens Condominium dated August 19, 1983 and recorded September 6, 1983 at O.R. Book 3415, page 2386 through 2403, Public Records of Orange County, Florida (hereinafter "First Amendment"), and Second Amendment to Declaration of Condominium for Windtree Gardens Condominium dated September 12, 1983 and recorded September 12, 1983 at O.R. Book 3417, page 2790 through 2791, Public Records of Orange County, Florida (hereinafter "Second Amendment"), and Third Amendment to Declaration of Condominium for Windtree Gardens Condominium dated October 6, 1983 and recorded October 6, 1983 at O.R. Book 3427, page 2109 and 2110, Public Records of Orange County, Florida (hereinafter "Third Amendment") and Fourth Amendment to Declaration of Condominium for Windtree Gardens Condominium dated October 14, 1983 and recorded October 17, 1983 at O.R. Book 3430, page 2356, Public Records of Orange County, Florida (hereinafter "Fourth Amendment") and Fifth Amendment to Declaration of Condominium for Windtree Gardens Condominium dated January 20, 1984 and recorded January 20, 1984 at O.R. Book 3464, pages 1831 and 1832, Public Records of Orange County, Florida (hereinafter "Fifth Amendment") and Sixth Amendment to Declaration of Condominium for Windtree Gardens Condominium dated March 9, 1984 and recorded March 13, 1984, at O.R. Book 3483, pages 282 and 283, Public Records of Orange County, Florida (hereinafter "Sixth Amendment") does hereby amend said Declaration, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment and Sixth Amendment in the following particulars:

1. The Developer hereby submits the property described in the maps, surveys, and drawings recorded at Condominium Book 8, pages 139 through 141, Public Records of Orange County, Florida to condominium ownership as Phase III of Windtree Gardens Condominium as more particularly described in the Declaration and, further, amends said Declaration and First through Sixth Amendments to include said maps, surveys, and drawings as Exhibit A-8. Said Exhibit, along with the other Exhibits of the Declaration, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment and Sixth Amendment comprising Composite Exhibit "A", and the Declaration, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and Sixth Amendment are in sufficient detail to identify the Common Elements, Limited Common Elements, each Unit and its relative location, and the approximate dimensions of the buildings and improvements described therein.

2. All provisions of the Declaration, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and Sixth Amendment not in conflict herewith shall remain in full force and effect.

Witnesses:

Developer:

Eric S. Mashburn
D. G. ...

WINDTREE GARDENS, INC.
By: L. M. Folsom
L. M. Folsom, President

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared L. M. FOLSOM, to me known to be the person described in and who executed the foregoing instrument as President of Windtree Gardens, Inc., and he acknowledged before me that he executed the same as such officer in the name of and on behalf of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 13th day of March, 1984.

Eric S. Mashburn
Notary Public, State of Florida
My Commission Expires: 5/22/87

This instrument prepared by:
Eric S. Mashburn
Post Office Box 1277
Winter Garden, Florida 32787
(305) 656-1576

RECORDED & RECORD VERIFIED

Will Call

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EIGHTH AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR WINDTREE GARDENS CONDOMINIUM

Windtree Gardens, Inc., a Florida corporation, hereinafter referred to as "Developer", created by Declaration of Condominium dated May 4, 1983 and recorded May 4, 1983 at O.R. Book 3374, page 1 through 46, Public Records of Orange County, Florida (hereinafter "Declaration"), First Amendment to Declaration of Condominium for Windtree Gardens Condominium dated August 19, 1983 and recorded September 6, 1983 at O.R. Book 3415, page 2386 through 2403, Public Records of Orange County, Florida (hereinafter "First Amendment"), and Second Amendment to Declaration of Condominium for Windtree Gardens Condominium dated September 12, 1983 and recorded September 12, 1983 at O.R. Book 3417, page 2790 through 2791, Public Records of Orange County, Florida (hereinafter "Second Amendment"), and Third Amendment to Declaration of Condominium for Windtree Gardens Condominium dated October 6, 1983 and recorded October 6, 1983 at O.R. Book 3427, page 2109 and 2110, Public Records of Orange County, Florida (hereinafter "Third Amendment") and Fourth Amendment to Declaration of Condominium for Windtree Gardens Condominium dated October 14, 1983 and recorded October 17, 1983 at O.R. Book 3430, page 2356, Public Records of Orange County, Florida (hereinafter "Fourth Amendment") and Fifth Amendment to Declaration of Condominium for Windtree Gardens Condominium dated January 20, 1984 and recorded January 20, 1984 at O.R. Book 3464, pages 1831 and 1832, Public Records of Orange County, Florida (hereinafter "Fifth Amendment") and Sixth Amendment to Declaration of Condominium for Windtree Gardens Condominium dated March 9, 1984 and recorded March 13, 1984 at O.R. Book 3483, pages 282 and 283, Public Records of Orange County, Florida (hereinafter "Sixth Amendment") and Seventh Amendment to Declaration of Condominium for Windtree Gardens Condominium dated March 13, 1984 and recorded March 13, 1984 at O.R. Book 3483, pages 363 and 364, Public Records of Orange County, Florida (hereinafter "Seventh Amendment") does hereby amend said Declaration, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth

Amendment, Sixth Amendment and Seventh Amendment in the following particulars:

1. The Developer hereby submits the property described in the maps, surveys, and drawings recorded at Condominium Book 8, pages 146 through 148, Public Records of Orange County, Florida to condominium ownership as Phase III of Windtree Gardens Condominium as more particularly described in the Declaration and, further, amends said Declaration and First through Seventh Amendments to include said maps, surveys, and drawings as Exhibit A-11. Said Exhibit, along with the other Exhibits of the Declaration, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment and Seventh Amendment comprising Composite Exhibit "A", and the Declaration, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment and Seventh Amendment are in sufficient detail to identify the Common Elements, Limited Common Elements, each Unit and its relative location, and the approximate dimensions of the buildings and improvements described therein.

2. All provisions of the Declaration, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment and Seventh Amendment not in conflict herewith shall remain in full force and effect.

Witnesses:

Developer:

WINDTREE GARDENS, INC.

Judith M. Mashburn
Eric S. Mashburn

By: L. M. Folsom
L. M. Folsom, President

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared L. M. FOLSOM, to me known to be the person described in and who executed the foregoing instrument as President of Windtree Gardens, Inc., and he acknowledged before me that he executed the same as such officer in the name of and on behalf of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of March, 1984.

Eric S. Mashburn
Notary Public, State of Florida
My Commission Expires: 5/22/87

This instrument prepared by:
Eric S. Mashburn
Post Office Box 1277
Winter Garden, Florida 32787
(305) 656-1576



RECORDED & RECORD VERIFIED

Thomas H. Fisher
County Comptroller, Orange Co., Fla

363 and 364, Public Records of Orange County, Florida (hereinafter "Seventh Amendment") and Eighth Amendment to Declaration of Condominium for Windtree Gardens Condominium dated March 16, 1984 and recorded March 16, 1984 at O.R. Book 3484, pages 849 through 851, Public Records of Orange County, Florida (hereinafter "Eighth Amendment") does hereby amend said Declaration, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment and Eighth Amendment in the following particulars:

1. The Developer hereby submits the property described in the maps, surveys, and drawings recorded at Condominium Book 9, pages 56 through 61, Public Records of Orange County, Florida to condominium ownership as Phase IV of Windtree Gardens Condominium as more particularly described in the Declaration and, further, amends said Declaration and First through Ninth Amendments to include said maps, surveys, and drawings as Exhibit A-12. Said Exhibit, along with the other Exhibits of the Declaration, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment and Eighth Amendment comprising Composite Exhibit "A", and the Declaration, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment and Eighth Amendment are in sufficient detail to identify the Common Elements, Limited Common Elements, each Unit and its relative location, and the approximate dimensions of the buildings and improvements described therein.

2. All provisions of the Declaration, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment and Eighth Amendment not in conflict herewith shall remain in full force and effect.

Witnesses:

Developer:

WINDTREE GARDENS, INC.

By: William Canole
WILLIAM CANOLE, Vice-President



[Signature]
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TENTH AMENDMENT TO DECLARATION OF CONDOMINIUM

FOR WINDTREE GARDENS CONDOMINIUM

Windtree Gardens, Inc., a Florida corporation, hereinafter referred to as "Developer", created by Declaration of Condominium dated May 4, 1983 and recorded May 4, 1983 at O.R. Book 3374, page 1 through 46, Public Records of Orange County, Florida (hereinafter "Declaration"), First Amendment to Declaration of Condominium for Windtree Gardens Condominium dated August 19, 1983 and recorded September 6, 1983 at O.R. Book 3415, page 2386 through 2403, Public Records of Orange County, Florida (hereinafter "First Amendment"), and Second Amendment to Declaration of Condominium for Windtree Gardens Condominium dated September 12, 1983 and recorded September 12, 1983 at O.R. Book 3417, page 2790 through 2791, Public Records of Orange County, Florida (hereinafter "Second Amendment"), and Third Amendment to Declaration of Condominium for Windtree Gardens Condominium dated October 6, 1983 and recorded October 6, 1983 at O.R. Book 3427, page 2109 and 2110, Public Records of Orange County, Florida (hereinafter "Third Amendment") and Fourth Amendment to Declaration of Condominium for Windtree Gardens Condominium dated October 14, 1983 and recorded October 17, 1983 at O.R. Book 3430, page 2356, Public Records of Orange County, Florida (hereinafter "Fourth Amendment") and Fifth Amendment to Declaration of Condominium for Windtree Gardens Condominium dated January 20, 1984 and recorded January 20, 1984 at O.R. Book 3464, pages 1831 and 1832, Public Records of Orange County, Florida (hereinafter "Fifth Amendment") and Sixth Amendment to Declaration of Condominium for Windtree Gardens Condominium dated March 9, 1984 and recorded March 13, 1984 at O.R. Book 3483, pages 282 and 283, Public Records of Orange County, Florida (hereinafter "Sixth Amendment") and Seventh Amendment to Declaration of Condominium for Windtree Gardens Condominium dated March 13, 1984 and recorded March 13, 1984 at O.R. Book 3483, pages

363 and 364, Public Records of Orange County, Florida (hereinafter "Seventh Amendment") and Eighth Amendment to Declaration of Condominium for Windtree Gardens Condominium dated March 16, 1984 and recorded March 16, 1984 at O.R. Book 3484, pages 849 through 851, Public Records of Orange County, Florida (hereinafter "Eighth Amendment") and Ninth Amendment to Declaration of Condominium dated June 8, 1984 and recorded June 8, 1984 at O.R. Book 3516, pages 112 through 114, Public Records of Orange County, Florida (hereinafter "Ninth Amendment") and Amendment Correcting Exhibit Designations dated March 26, 1984 and recorded September 21, 1984 at O.R. Book 3557, pages 445 through 447, Public Records of Orange County, Florida (hereinafter "Amendment Correcting Exhibit Designations") does hereby amend said Declaration, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment and Amendment Correcting Exhibit Designations in the following particulars:

1. The Developer hereby submits the property described in the maps, surveys, and drawings recorded at Condominium Book 10, pages 8 through 12, Public Records of Orange County, Florida to condominium ownership as Phase V of Windtree Gardens Condominium as more particularly described in the Declaration and, further, amends said Declaration and First through Ninth Amendments and Amendment Correcting Exhibit Designations to include said maps, surveys, and drawings as Exhibit A-13. Said Exhibit, along with the other Exhibits of the Declaration, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment and Amendment Correcting Exhibit Designations comprising Composite Exhibit "A", and the Declaration, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment and Amendment Correcting Exhibit Designations are in sufficient detail to identify the Common

Elements, Limited Common Elements, each Unit and its relative location, and the approximate dimensions of the buildings and improvements described therein.

2. All provisions of the Declaration, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment and Amendment Correcting Exhibit Designations not in conflict herewith shall remain in full force and effect.

Witnesses:

Developer:

WINDTREE GARDENS, INC.

William J. ...
Joseph P. ...

By: *L. M. Folsom*
L. M. Folsom, President

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared L. M. FOLSOM, to me known to be the person described in and who executed the foregoing instrument as President of Windtree Gardens, Inc., and he acknowledged before me that he executed the same as such officer in the name of and on behalf of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of October, 1984.

Eric S. Mashburn
Notary Public, State of Florida
My Commission Expires: 1985


This instrument prepared by:
Eric S. Mashburn
Post Office Box 1277
Winter Garden, Florida 32787
(305) 656-1576

RECORDED & RETURNED VERIFIED

[Signature]
County Comptroller - Orange Co., Fla.

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ELEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR WINDTREE GARDENS CONDOMINIUM

Windtree Gardens, Inc., a Florida corporation, hereinafter referred to as "Developer", created by Declaration of Condominium dated May 4, 1983 and recorded May 4, 1983 at O.R. Book 3374, page 1 through 46, Public Records of Orange County, Florida (hereinafter "Declaration"), First Amendment to Declaration of Condominium for Windtree Gardens Condominium dated August 19, 1983 and recorded September 6, 1983 at O.R. Book 3415, page 2386 through 2403, Public Records of Orange County, Florida (hereinafter "First Amendment"), and Second Amendment to Declaration of Condominium for Windtree Gardens Condominium dated September 12, 1983 and recorded September 12, 1983 at O.R. Book 3417, page 2790 through 2791, Public Records of Orange County, Florida (hereinafter "Second Amendment"), and Third Amendment to Declaration of Condominium for Windtree Gardens Condominium dated October 6, 1983 and recorded October 6, 1983 at O.R. Book 3427, page 2109 and 2110, Public Records of Orange County, Florida (hereinafter "Third Amendment") and Fourth Amendment to Declaration of Condominium for Windtree Gardens Condominium dated October 14, 1983 and recorded October 17, 1983 at O.R. Book 3430, page 2356, Public Records of Orange County, Florida (hereinafter "Fourth Amendment") and Fifth Amendment to Declaration of Condominium for Windtree Gardens Condominium dated January 20, 1984 and recorded January 20, 1984 at O.R. Book 3464, pages 1831 and 1832, Public Records of Orange County, Florida (hereinafter "Fifth Amendment") and Sixth Amendment to Declaration of Condominium for Windtree Gardens Condominium dated March 9, 1984 and recorded March 13, 1984 at O.R. Book 3483, pages 282 and 283, Public Records of Orange County, Florida (hereinafter "Sixth Amendment") and Seventh Amendment to Declaration of Condominium for Windtree Gardens Condominium dated March 13, 1984 and recorded March 13, 1984 at O.R. Book 3483, pages 363 and 364, Public Records of Orange County, Florida (hereinafter "Seventh Amendment") and Eighth Amendment to Declaration of Condo-

nium for Windtree Gardens Condominium dated March 16, 1984 and recorded March 16, 1984 at O.R. Book 3484, pages 849 through 851, Public Records of Orange County, Florida (hereinafter "Eighth Amendment") and Ninth Amendment to Declaration of Condominium dated June 8, 1984 and recorded June 8, 1984 at O.R. Book 3516, pages 112 through 114, Public Records of Orange County, Florida (hereinafter "Ninth Amendment") and Amendment Correcting Exhibit Designations dated March 26, 1984 and recorded September 21, 1984 at O.R. Book 3557, pages 445 through 447, Public Records of Orange County, Florida (hereinafter "Amendment Correcting Exhibit Designations") and Tenth Amendment to Declaration of Condominium dated October 30, 1984 and recorded October 31, 1984 at O.R. Book 3571, pages 2270 through 2272, Public Records of Orange County, Florida (hereinafter "Tenth Amendment") does hereby amend said Declaration, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment and Amendment Correcting Exhibit Designations, and Tenth Amendment in the following particulars:

1. The Developer hereby submits the property described in the maps, surveys, and drawings recorded at Condominium Book 11, pages 99 through 103, Public Records of Orange County, Florida to condominium ownership as Phase VI of Windtree Gardens Condominium as more particularly described in the Declaration and, further, amends said Declaration and First through Tenth Amendments and Amendment Correcting Exhibit Designations to include said maps, surveys, and drawings as Exhibit A-14. Said Exhibit, along with the other Exhibits of the Declaration, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, Amendment Correcting Exhibit Designations and Tenth Amendment comprising Composite Exhibit "A", and the Declaration, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, Amendment Correcting Exhibit Designations, and Tenth Amendment

are in sufficient detail to identify the Common Elements, Limited Common Elements, each Unit and its relative location, and the approximate dimensions of the buildings and improvements described therein.

2. All provisions of the Declaration, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, Amendment Correcting Exhibit Designations, and Tenth Amendment not in conflict herewith shall remain in full force and effect.

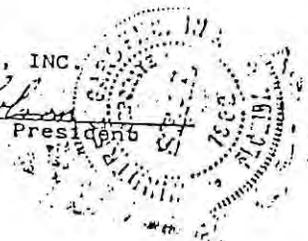
Witnesses:

Developer:

WINDTREE GARDENS, INC

By: L. M. Folsom
L. M. Folsom, President

Joseph P. Bredt
Eric S. Mashburn

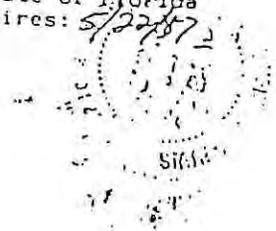


STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared L. M. FOLSOM, to me known to be the person described in and who executed the foregoing instrument as President of Windtree Gardens, Inc., and he acknowledged before me that he executed the same as such officer in the name of and on behalf of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of June, 1985.

Eric S. Mashburn
Notary Public (State of Florida)
My Commission Expires: 5/22/87



This instrument prepared by:
Eric S. Mashburn
Post Office Box 1277
Winter Garden, Florida 32787
(305) 656-1576

RECORDED & RECORD VERIFIED

Thomas H. Cohen
County Comptroller, Orange Co. FL

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Neil A. Saydah, Esq.
Saydah Law Firm
2572 West S.R. 426
Suite 3024
Oviedo, FL 32766
(407) 956-1080

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Phil Diamond, Comptroller
Orange County, FL
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**TWELFTH AMENDMENT TO THE DECLARATION OF
CONDOMINIUM FOR WINDTREE GARDENS CONDOMINIUM**

WHEREAS, the Declaration of Condominium for Windtree Gardens Condominium (“Declaration”) was recorded at Official Records Book 3374, Page 1, Public Records of Orange County, Florida; and

WHEREAS, said Declaration provides in Section 26, that the Declaration may be amended pursuant to a resolution or written consent approving such amendment or amendments adopted or given by not less than two-thirds (2/3) of the Unit Owners.

WHEREAS, at least two-thirds (2/3) of the Unit Owners of the Windtree Gardens Condominium Association, Inc. (“Association”) have signed a written instrument adopting this Twelfth Amendment to the Declaration of Condominium for Windtree Gardens Condominium (“Amendment”).

IT IS RESOLVED that in consideration of the mutual benefits derived by all lot and property owners in the Association, and all persons both real and corporate who hereafter may purchase or acquire property subject to the Declaration, the homeowners hereby amend the Declaration as follows:

1. RECITALS. The above recitals are true and correct and are incorporated herein by this reference. The terms and conditions of this Amendment constitute a part of the Declaration and shall hereinafter be incorporated therein by this reference. Any and all capitalized terms used but not otherwise defined in this Amendment shall have the meanings given to such terms in the Declaration.

2. Section 29 of the Declaration is hereby modified as follows:

(d) The Association's Board of Directors, ~~with the approval of a majority of the membership~~ shall have the right to adopt reasonable rules and regulations in regard to the use of the Condominium Property.

3. CERTIFICATES. The Certificate of Amendment to the Declaration of Condominium for Windtree Gardens Condominium is hereby attached as Exhibit "A" to this Amendment.

4. FULL FORCE AND EFFECT. Except as specifically amended herein, the Declaration in all other respects shall remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF
CONDOMINIUM FOR WINDTREE GARDENS CONDOMINIUM**

THIS CERTIFICATE OF AMENDMENT TO THE DECLARATION CONDOMINIUM FOR WINDTREE GARDENS CONDOMINIUM (the "Certificate"), is made this 15 day of October, 2020 by the WINDTREE GARDENS CONDOMINIUM ASSOCIATION, INC. (the "Association").

WHEREAS, the Board of Directors presented to the members of the Association the TWELFTH AMENDMENT TO THE DECLARATION CONDOMINIUM FOR WINDTREE GARDENS CONDOMINIUM (the "Amendment"); and

WHEREAS, at least two-thirds (2/3) of the Unit Owners of the Windtree Gardens Condominium Association, Inc. ("Association") have signed a written instrument reflecting their approval of the Amendment as required under the applicable provisions of the Declaration of Condominium for Windtree Gardens Condominium (the "Declaration").

NOW THEREFORE, the Association hereby certifies as follows:

1. Recitals. The above recitals are true and correct and incorporated herein by this reference.
2. Amendment. The Amendment was approved and adopted by no less than two-thirds (2/3) of the Unit Owners in the Association in accordance with the Declaration.
3. Signatures. The instrument containing all of the signatures of the membership of the approval to the Amendment is attached to the Amendment.

IN WITNESS WHEREOF, the Association has caused this Certificate to be executed this 15 day of October, 2020.

"ASSOCIATION"

WINDTREE GARDENS CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation,

By: Edible Beach
Name: Edible Beach
Title: CCSM

42 Windtree Lane
Winter Garden, FL
34787

IN WITNESS WHEREOF, the Association has caused this Twelfth Amendment to the Declaration of Condominium for Windtree Gardens Condominium to be duly executed this 15th day of October, 2020.

"ASSOCIATION"

WINDTREE GARDENS CONDOMINIUM ASSOCIATION, INC.,
a Florida not for profit corporation

WITNESSES

Eddie Beach
Signature

EDDIE BEACH
Print Name

Joseph R. Lamoureux Jr
Signature
Print Name

Scott Good
Signature
Print Name

Sen Bilal
Signature
Print Name

By: Cheryl Good
Name: Cheryl Good
Title: President

By: _____
Name: Connie Davis
Title: Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

The forgoing instrument was acknowledged before me by means of physical presence or online notarization, this 15th day of Oct., 2020, by Cheryl Good, as the President and by Connie Davis as the Secretary of Windtree Gardens Condominium Association, Inc., a Florida not for profit corporation, and on behalf of the corporation. They are personally known to me or produced as identification.

Tamara Bowerman
(Signature)

Notary seal
My Commission Expires: 5-17/23

