

EXHIBIT

STATE OF FLORIDA

DEPARTMENT OF STATE



I, RICHARD (DICK) STONE, Secretary of State of the State of Florida, do hereby
certify that the following is a true and correct copy of

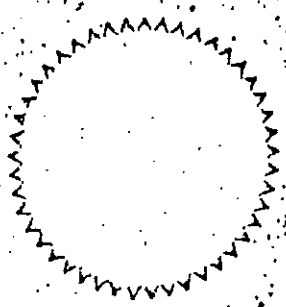
CERTIFICATE OF INCORPORATION

OF

WESTLAND SOUTH CONDOMINIUM, INC.

a corporation not for profit organized and existing under the Laws of the State of
Florida, filed on the 19th day of April A.D. 1974
as shown by the records of this office.

GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
19th day of April
A.D. 1974



Richard (Dick) Stone

SECRETARY OF STATE

74R 91289

'74 APR 22 PM 4 33

REL 8655 61786

DECLARATION FOR THE CREATION OF
A CONDOMINIUM PURSUANT TO THE
CONDOMINIUM ACT, CHAPTER 711
FLORIDA STATUTES

DECLARATION OF CONDOMINIUM

1.1 THE LAND:

The undersigned, being the owner in fee simple title of record of the following described property, situate, lying and being in Dade County, Florida, to-wit:

A portion of the NE 1/4 of Section 2, Township 53 South, Range 40 East, more particularly described as follows:

Begin at a point 2106.99 feet South of the North line of Section 2, Township 53 South, Range 40 East, and 984.75 feet West of the East line of said Section 2; thence run West parallel to the North line of said Section 2 for 200.00 feet to a point; thence run N 1° 21' 35" W parallel to the East line of said Section 2 for 357.54 feet to an intersection with a circular curve; thence run Northeasterly along said circular curve, concave to the South, having a radius of 900 feet and a central angle of 12° 56' 45" for an arc distance of 203.35 feet to a point; said point bears N° 43' 23" W from the Radius point of said curve; thence run S 1° 21' 35" E parallel to the East line of said Section 2 for 396.95 feet to the Point of Beginning. Lying and being in the City of Hialeah, Dade County, Florida,

hereby states and declares that the land above described is hereto submitted to Condominium ownership pursuant to Chapter 711 of the Florida Statutes, The Condominium Act (hereinafter referred to as "THE CONDOMINIUM ACT", the provisions of which said Act are hereby incorporated by reference and included herein, and does herewith file for record this Declaration.

2.1 THE NAME:

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

"WESTLAND SOUTH CONDOMINIUM,
A Condominium"

2.2 DEFINITION:

The term Institutional Mortgagee means the holder of a first mortgage against a condominium parcel which is a bank,

102 00

savings and loan association, mortgage banker, real estate or mortgage investment trust, the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or of a first mortgage guaranteed or insured by the Federal Housing Administration or by the Veterans Administration or by any agency of the United States of America or by any other public or private corporation engaged in the business of guaranteeing or insuring first mortgage loans and their successors and assigns.

All other definitions are set forth in the By-Laws identified as Exhibit "E" and attached hereto and are hereby incorporated by reference.

3.1 DEVELOPMENT PLAN:

The Condominium is described and established as follows:

A survey of the land showing the improvements thereon, is attached hereto and made a part hereof and identified as Exhibit "A".

3.2 PLOT PLANS:

Plot plans showing the common elements and their locations, the building containing the apartments and its location, and the dimensions of each apartment and their locations within the building are attached as collective Exhibit "B". For the purpose of identification, all apartments in the building located upon said land are given identifying unit numbers, and no apartment bears the same identifying number as does any other apartment. The aforesaid identifying number as to the apartment is also the identifying number as to the Condominium parcel. In addition to the aforementioned, the said Plot Plans identify apartments or units and common elements.

3.3 AMENDMENT OF PLANS:

- (a) Alteration of Apartment Plans: Developer reserves the right to change the interior design and arrangement of all units, and to alter the boundaries between units, as long as Developer owns the units so altered. No such change shall increase the number of apartments nor alter the boundaries of the common elements without amendment of this Declaration by approval of the Corporation, apartment owners, and owners of mortgages, in the manner elsewhere provided. If Developer shall make any changes in units so authorized, such changes shall be reflected by an amendment of this Declaration. If more than one unit is concerned, the Developer shall apportion between the units the shares in the common elements appurtenant to the units concerned.
- (b) Amendment of Declaration: An amendment of this Declaration reflecting such authorized alteration of apartment plans by Developer need be signed and acknowledged only by the Developer and need not be approved by the Corporation, apartment owners, or lienors or mortgages of apartments or of the Condominium, whether or not elsewhere required for an amendment.

3.4 EASEMENTS:

Easements are reserved through the Condominium property as may be required for utility services in order to serve the Condominium adequately; provided, however, such easements through an apartment shall be only according to the plans and specifications for the apartment building, or as the building is constructed, unless approved in writing by the apartment owner and any mortgage thereof. Cross easements are likewise retained and reserved across and through the Condominium property as may be required for ingress, egress, support, maintenance, repair and replacement, as well as cross easements in conjunction with ingress and egress into parking areas and parking spaces.

3.5 IMPROVEMENTS - GENERAL DESCRIPTION:

- (a) Apartment Building: The Condominium includes an apartment building, consisting of a ground floor and four additional floors, making a total of five floors. The building contains thirty-two (32) one-bedroom, one bath apartments; sixteen (16) three-bedroom, two bath apartments; fifty-six (56) two-bedroom, two bath apartments. The common elements of the apartment building includes lobbies, hallways, storage rooms, laundry rooms, meter rooms, sauna rooms, pool equipment room, elevator equipment rooms, trash rooms, recreation room, elevator shafts and two elevators.
- (b) Other improvements: The Condominium includes landscaping, automobile parking areas, drives, swimming pool, patio and recreation area as shown on the attached Plot Plans, which are part of the common elements.
- (c) Balconies: Balconies are part of the common elements. However, each balcony which by its design and location is only readily accessible through an apartment shall be subject to use and occupancy only by the occupants of such apartment.

3.6 APARTMENT BOUNDARIES:

Each apartment shall include that part of a building containing the apartment that lies within the boundaries of the apartment, which boundaries are as follows:

- (a) Upper and Lower Boundaries: The upper and lower boundaries of the apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries:
 - (1) Upper Boundary: The horizontal plane of the lower surface of the ceiling slab.
 - (2) Lower Boundary: The horizontal plane of the lower surface of the floor slab.
- (b) Perimetrical Boundaries: The perimetrical boundaries of the apartment shall be the following boundaries extended to an intersection with the upper and lower boundaries:
 - (1) Exterior Building Walls: The intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding an apartment and fixtures thereon.

(2) Interior Building Walls: The vertical planes of the center line of walls bounding an apartment extended to intersections with other perimetrical boundaries with the following exceptions:

- (i) When walls between apartments are of varying thickness, or abut a column or shaft, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the center line of an intervening column or shaft.
- (ii) When walls of different thickness abut with a flush side so that their center lines do not intersect, the plane of the center line of the thinner wall shall be extended into the thicker wall for a distance which is one-half of the thickness of the thinner wall, and the boundary shall thence run at a right angle to the plane of the center line of the thicker wall.

(c) Easement for Unintentional and Non-Negligent Encroachments.

If an apartment shall encroach upon any common element or upon any other apartment by reason of original construction or by the non-purposeful or non-negligent act of the apartment owner, then an easement appurtenant to such encroachment to the extent of such encroachment shall exist so long as such encroachment shall exist. If any common element shall encroach upon any apartment by reason of original construction or by the non-purposeful or non-negligent act of the Corporation, then an easement appurtenant to such common elements to the extent of such encroachment shall exist so long as such encroachment shall exist.

3.7 COMMON ELEMENTS:

The common elements are the condominium property, the land upon which the apartment building is located, and all other parts of the condominium not within the apartments.

3.8 AUTOMOBILE PARKING SPACES:

Automobile parking spaces are set forth in the plot plans attached hereto and form a part of the common elements although the exclusive use of some or all of the same may be appurtenant to specific apartment. Each apartment shall be assigned at least one specific parking space, shall at all times have at least one parking space appurtenant to it, and a conveyance or sale of an apartment must and shall automatically include the rights in the appurtenant parking space. Until the Developer has sold all of the apartments, the assignment of parking spaces shall be by the Developer. After the Developer shall no longer retain initial ownership of any units but in no case later than two years from the date of filing this Declaration or at such earlier date as the Developer may designate in writing, subsequent assignments of parking spaces and all questions relating to parking shall be determined by the Board of Directors

of the Association. The Board of Directors of the Association shall have the right to make reasonable rules and regulations concerning automobile parking but in no case may a unit owner be deprived of the exclusive use of the parking space or spaces assigned to his apartment. Assignments of parking spaces shall be by written instrument which are not to be recorded in the public records; no deed, mortgage or instrument of conveyance relating to an apartment.

4.1 OWNERSHIP OF COMMON ELEMENTS:

Each of the apartment owners of the condominium shall own an individual interest, stated as percentage of such ownership, in the said common elements, as set forth in Exhibit "C" attached hereto and made a part hereof.

The fee title of each Condominium parcel shall include both the Condominium unit, the above respective undivided interest in the common elements which are to be deemed and to be conveyed or encumbered with its respective Condominium unit, even though the description in the instruments of conveyances may refer only to the fee title to the Condominium unit. Any attempt to separate the fee title to a Condominium unit from the undivided interest in the common elements appurtenant to each unit shall be null and void.

5.1 COMMON EXPENSES AND COMMON SURPLUS:

The common expenses of the Condominium shall be shared by the unit owners, as specified and set forth in Exhibit "C" herein. The foregoing ratio of sharing common expenses and assessments shall remain, regardless of the purchase price of the Condominium parcels, their location, or the building square footage included in each Condominium unit.

Any common surplus of the Corporation shall be owned by each of the unit owners in the same proportion as their percentage ownership interest in the common elements. No unit owner shall have the right to require payment of said common surplus.

It is understood that the Developer shall pay all common expenses allocated to unsold units so long as the same shall remain the property of the Developer.

6. MAINTENANCE, ALTERATION AND IMPROVEMENT:

Responsibility for the maintenance of the Condominium property, and restriction upon its alteration and improvement shall be as follows:

6.1 APARTMENTS:

(a) By the Corporation: The Corporation shall maintain, repair and replace at the Corporation's expense:

- (1) All portions of an apartment, except interior surfaces, contributing to the support of the apartment building, which portions shall include, but not be limited to, the outside walls of the apartment building and all fixtures on its exterior, boundary walls of apartments, floor and ceiling slabs, load-bearing columns and load-bearing walls,
- (2) All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services contained in the portions of an apartment maintained by the Corporation; and all such facilities

contained within an apartment that services part or parts of the Condominium other than the apartment within which contained; and

- (3) All incidental damage caused to an apartment by such work shall be repaired promptly at the expense of the Corporation.

(b) By the Apartment Owner: The responsibility of the apartment owner shall be as follows:

- (1) To maintain, repair and replace at his expense all portions of his apartment, including the patio, except the portions to be maintained, repaired and replaced by the Corporation. Such shall be done without disturbing the rights of other apartment owners.
- (2) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building.
- (3) To promptly report to the Corporation any defect or need for repairs for which the Corporation is responsible.

(c) Alteration and Improvement. Except as elsewhere reserved to Developer, neither an apartment owner nor the Corporation shall make any alteration in the portions of an apartment or apartment building that are to be maintained by the Corporation, or remove any portion of such, or make an addition to them, or do anything that would jeopardize the safety or soundness of the apartment building, or impair any easement, without first obtaining the approval in writing of owners of all apartments in which such work is to be done, and the approval of the Board of Directors of the Corporation. A copy of plans for all such work prepared by an architect licensed to practice in this State shall be filed with the Corporation prior to the start of the work.

6.2 COMMON ELEMENTS:

- (a) By the Corporation. The maintenance and operation of the common elements shall be the responsibility of the Corporation and a common expense.
- (b) Alteration and Improvement. There shall be no material alterations or substantial additions to the common elements without prior approval in writing by at least 75% of the record owners of all of the apartments, together with the mortgagees thereof and authorized by the Board of Directors.

The costs of such alterations and additions shall be assessed to all of the unit owners in the shares in the common elements bear to each other.

7. ASSESSMENTS:

The making and collection of assessments against apartment owners for common expenses shall be pursuant to the By-Laws subject to the following provisions:

7.1 SHARE OF COMMON EXPENSE:

Each apartment owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus as provided for in Article 5 of this Declaration.

7.2 INTEREST: APPLICATION OF PAYMENTS:

Assessments and installments on such assessments paid on or before ten days after the date when due shall not bear interest, but all sums paid on or after ten days after the date when due shall bear interest at the rate of ten (10%) percent per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

7.3 LIEN FOR ASSESSMENT:

The Corporation shall have a lien on each Condominium parcel for any unpaid assessments, together with interest thereon, against the owner of such Condominium parcel, together with a lien on all tangible personal property located within the apartment, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorney's fees incurred by the Corporation incident to the collection of such assessment for the enforcement of such lien, together with all sums advanced and paid by the Corporation for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Corporation in order to preserve and protect its lien shall be payable by the apartment owner and secured by such lien.

7.4 COLLECTION AND FORECLOSURE:

The Board of Directors may take such action as they deem necessary to collect assessments of the Corporation by personal action, or by enforcing and foreclosing said lien, and may settle and compromise the same, if in the best interests of the Corporation. Said lien shall be effective as and in the manner provided for by the Condominium Act, and shall have the priorities established by said Act. The Corporation shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid, all sums due the Corporation covered by the lien enforced. In case of such foreclosure, the apartment owner shall be required to pay a reasonable rental for the Condominium parcel and the Plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the apartment owner and/or occupant.

7.5 LIABILITY OF MORTGAGEE, LIENOR OR JUDICIAL SALE PURCHASER FOR ASSESSMENT:

Where the mortgagee of an institutional first mortgage of record, or other purchaser of an apartment, obtains title to a Condominium parcel as a result of foreclosure of the institutional first mortgage, or when an institutional first mortgagee of record accepts a deed to said Condominium parcel in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of common expenses or assessments by the Corporation pertaining to such Condominium parcel, or chargeable to the former apartment owner of such parcel which became due prior to acquisition of title. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the apartment owners, including such acquirer, his successors and assigns.

However, any person who acquires an interest in an apartment, except through foreclosure of an institutional first mortgage of record, as specifically provided in the paragraph immediately preceding, including, without limitation, persons acquiring title by operation of law, including persons who become purchasers at judicial sales, shall not be entitled to occupancy of the apartment or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former owner have been paid.

7.6 ASSIGNMENT OF CLAIM AND LIEN RIGHTS:

The Corporation, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessment to the Developer, or to any apartment owner, or group of apartment owners, or to any third party.

8. CORPORATION:

The operation of the Condominium shall be by:

"WESTLAND SOUTH CONDOMINIUM, INC."

a corporation not for profit, under the laws of the State of Florida, which shall fulfill its functions pursuant to the following provisions:

8.1 ARTICLES OF INCORPORATION:

A copy of the Articles of Incorporation of the Corporation is attached hereto as Exhibit "D".

8.2 THE BY-LAWS AND VOTING RIGHTS:

The By-Laws of the Corporation shall be the By-Laws of the Condominium, a copy of which is attached hereto as Exhibit "E" and made a part hereof by reference; the voting rights of owners are as set forth therein.

No modification of, nor amendment to, the By-Laws of the Corporation shall be valid unless set forth in or annexed to a duly recorded amendment to this Declaration. The By-Laws may be amended in the manner provided for therein, but no such amendment shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium parcel.

8.3 LIMITATION UPON LIABILITY OF CORPORATION:

Notwithstanding the duty of the Corporation to maintain and repair parts of the Condominium property, the Corporation shall not be liable to apartment owners for injury or damage, other than the cost of maintenance and repair caused by any latent condition of the property to be maintained and repaired by the Corporation, or caused by the elements or other owners or persons.

8.4 RESTRAINT UPON ASSIGNMENT OF SHARES IN ASSETS:

The share of a member in the funds and assets of the Corporation cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

8.5 APPROVAL OR DISAPPROVAL OF MATTERS:

Whenever the decision of an apartment owner is required upon any matter, whether or not the subject of a Corporation meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in a Corporation meeting, unless the joinder of record owners is specifically required by this Declaration.

9. INSURANCE:

The insurance other than that carried on the property of the apartment owners shall be governed by the following provisions:

9.1 AUTHORITY TO PURCHASE: NAME INSURED:

All insurance policies upon the Condominium property shall be purchased by the Corporation. The named insured shall be the Corporation individually and as agent for the apartment owners, without naming them, and memoranda of insurance to the mortgagees of apartment owners. Such policies shall provide that payments by the insurer for losses shall be made to the Insurance Trustee designated below, and all policies and their endorsements shall be deposited with the Insurance Trustee. Apartment owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expenses.

9.2 COVERAGE:

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

9.3 PREMIUMS:

Premiums upon insurance policies purchased by the Corporation shall be paid by the Corporation as a common expense. Premiums shall be collected from individual owners on a prorata basis, annually or monthly. Failure to pay same shall be deemed as the same as failure to pay common expense charges chargeable to individual owners.

9.4 INSURANCE TRUSTEE: SHARES OF PROCEEDS:

All insurance policies purchased by the Corporation shall be for the benefit of the Corporation and the apartment owners and their mortgagees as their interest may appear, and shall provide that all proceeds covering property losses shall be paid to The Bank of Miami, 110 East Flagler Street, Miami, Florida, as Trustee, or to such other bank in Florida with trust powers as may be designated as insurance trustee by the Board of Directors of the Corporation, with the approval of the institutional mortgagee, which Trustee is referred to in this instrument as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this instrument, and for the benefit of the apartment owners and their mortgagees in the following shares, but which shares need not be set forth in the records of the Insurance Trustee:

- (a) Common Elements. Proceeds on account of damage to common elements - an undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.
- (b) Apartments. Proceeds on account of damage to apartments shall be held in the following undivided shares:
 - (1) When the building is to be restored: for the owners of damaged apartments in proportion to the costs of repairing the damage suffered by each apartment owner, which costs shall be determined by the Corporation.
 - (2) When the building is not to be restored: An undivided share for each apartment owner, such share in the common elements appurtenant to his apartment.
- (c) Mortgagees. In the event a mortgagee endorsement has been issued as to an apartment, the share of the apartment owner shall be held in trust for the mortgagee and the apartment owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions pursuant to the provisions of this Declaration, provided the mortgage is not in default.

9.5 DISTRIBUTION OF PROCEEDS:

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

- (a) Expense of Trust. All expenses of the Insurance Trustee shall be paid first or provision made for such payment.
- (b) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment

and may be enforced by such mortgagee.

- (c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be repaired, the same shall be distributed to the beneficial owners, remittances to mortgagees first, and the balance to apartment owners. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.
- (d) Certificate. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a Certificate of the Corporation made by its President and Secretary as to the names of the apartment owners and their respective share of the distribution.

9.6 CORPORATION AS AGENT:

The corporation is irrevocably appointed agent for each apartment owner and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Corporation, and to execute and deliver releases upon the payment of claims.

10. RECONSTRUCTION OR REPAIR AFTER CASUALTY:

10.1 DETERMINATION TO RECONSTRUCT OR REPAIR:

If any part of the Condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired, shall be determined in the following manner:

- (a) Common Element. If the damaged improvement is a common element, the damaged property shall be reconstructed in the manner elsewhere provided that the Condominium shall be terminated.
- (b) Apartment Building.
 - (1) Lesser Damage. If the damaged improvement is the apartment building, and if apartments to which fifty (50%) per cent of the common elements are appurtenant are found by the Board of Directors of the Corporation to be tenantable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere provided, that the Condominium shall be terminated.
 - (2) Major Damage. If the damaged improvement is the apartment building, and if apartments to which more than (50%) per cent of the common elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired and the Condominium will be terminated without agreement as elsewhere provided, unless within sixty (60) days after the casualty the owners of seventy-five (75%) per cent of the common elements agree in writing to such reconstruction or repair.
- (c) Certificate. The Insurance Trustee may rely upon a certificate of the Corporation made by its President

and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

10.2 PLANS AND SPECIFICATIONS:

Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building; or, if not, then according to plans and specifications approved by the Board of Directors of the Corporation, and the Mortgagees thereof, or in lieu thereof if the damaged property is the apartment building, then by the owners and the mortgagees of not less than seventy-five (75%) per cent of the apartment units, including all the owners of all damaged apartments, which approval shall not be unreasonably withheld.

10.3 RESPONSIBILITY:

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

10.4 ESTIMATES OF COSTS:

Immediately after a determination is made to rebuild or repair damage to property for which the Corporation has the responsibility of reconstruction and repair, the Corporation shall obtain reliable and detailed estimates of the cost to rebuild or repair.

10.5 ASSESSMENTS:

If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Corporation, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the apartment owners who own the damaged apartments, and against all apartment owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against the apartment owners for damage to apartments shall be in proportion to the cost of construction and repair of their respective apartments. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.

10.6 CONSTRUCTION FUNDS:

The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee, are funds collected by the Corporation from assessments against apartment owners, shall be disbursed in payment of such costs in the following manner:

- (a) Corporation. If the total of assessments made by the Corporation in order to provide funds for payment of costs of reconstruction and repair that is the responsibility of the Corporation is more than \$5,000.00, then the sums paid upon such assessments shall be deposited by the Corporation with the Insurance Trustee. In all other cases, the Corporation shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

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

- (1) Corporation - Lesser Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Corporation is less than \$5,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Corporation; provided, however, that upon request to the Insurance Trustee by a mortgagee that is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.
- (2) Corporation - Major Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Corporation is more than \$5,000.00, then the construction fund shall be disbursed in payment of such costs by the Insurance Trustee or its agent in conformance to the usual and customary manner acceptable in Dade County, Florida, in the disbursements of construction loans. Said disbursements shall always be with the approval of the institutional mortgagee.
- (3) Apartment Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an apartment owner, shall be paid by the Insurance Trustee to the apartment owner, or if there is a mortgagee endorsement as to the apartment, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.
- (4) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the funds are established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner that is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.
- (5) Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether or not sums paid by the apartment owners upon assessments shall be deposited by the Corporation with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Corporation or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction

fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustees may rely upon a Certificate of the Corporation made by its President and Secretary as to any or all of such matters and stating the name of the payee and the amount to be paid; provided that when a mortgagee as a payee of any distribution of insurance proceeds to a unit owner; and further provided that when the Corporation, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires, the approval of an architect named by the Corporation shall be first obtained by the Corporation upon disbursements in payment of costs of reconstruction and repair.

11. USE RESTRICTIONS:

The uses of the Condominium property shall be in accordance with the following provisions, as long as the Condominium exists and the apartment building in useful condition exists upon the land.

11.1 APARTMENT:

Each of the apartments shall be occupied as a single-family private dwelling by the owner, the members of his immediate family, and his social guests, and for no other purposes. Except as reserved to Developer, no apartment may be divided or subdivided into a smaller unit or otherwise transferred without first amending this Declaration to show the changes in the apartments to be affected.

No animals or pets of any kind shall be kept in any apartment, nor on any property of the Condominium, except with the written consent of the Board of Directors of the Corporation, and thereafter, under the Rules and Regulations adopted by the Board; provided that they are not kept, bred nor maintained for any commercial purpose and further, provided that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property subject to these restrictions, upon THREE (3) DAYS' written notice from the Board of Directors of the Corporation.

The apartment owners shall not cause anything to be hung, displayed, or placed on the exterior walls, doors or windows on the apartment building without the prior written consent of the Board of Directors of the Corporation. No clothes lines nor similar devices shall be allowed on any patios or balconies of the Condominium property, nor on any part of the Condominium property, without the written consent of the Board of Directors.

11.2 COMMON ELEMENTS:

The common elements shall be used only for the purposes for which they are intended.

11.3 NUISANCES:

No nuisances shall be allowed upon the Condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment nor make any use of the common elements that will increase the cost of insurance upon the Condominium property.

11.4 LAWFUL USE:

No immoral, improper, offensive, nor unlawful use shall be made of the Condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

11.5 LEASING:

After approval of the Corporation elsewhere required, entire apartments may be rented provided the occupancy is only by the Lessee, his family and guest. No rooms may be rented and no transient tenants may be accommodated.

11.6 REGULATIONS:

Reasonable regulations concerning the use of Condominium property may be made and amended from time to time by the Corporation in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Corporation to all apartment owners and residents of the Condominium upon request.

11.7 PROVISO:

Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the apartments of the Condominium, neither the apartment owners nor the Corporation nor the use of the Condominium property shall interfere with the completion of the contemplated improvements and the sale of the apartments. The Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the property and the display of signs.

12. MAINTENANCE OF COMMUNITY INTERESTS:

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the apartments, the transfer of apartments by any owner other than the Developer shall be subject to the following provisions as long as the Condominium exists and the apartment building in useful condition exists upon the land, which provisions each apartment owner covenants to observe:

12.1 TRANSFERS SUBJECT TO APPROVAL:

- (a) Sale. No apartment owner may dispose of an apartment or any interest in an apartment by sale without approval of the Corporation, except to another apartment owner.
- (b) Lease. No apartment owner may dispose of an apartment or any interest in an apartment by lease without the approval of the Corporation, except to another apartment owner.
- (c) Gift. If any apartment owner shall acquire his title by gift, the continuance of his ownership of his apartment shall be subject to the approval of the Corporation.

- (d) Devise or Inheritance. If any apartment owner shall acquire his title by devise or inheritance, the continuance of his ownership of his apartment shall be subject to the approval of the Corporation.
- (e) Other Transfers. If any apartment owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of his apartment shall be subject to the approval of this Corporation.

12.2 APPROVAL BY CORPORATION:

The approval of the Corporation that is required for the transfer or ownership of apartments shall be obtained in the following manner:

(a) Notice to Corporation.

- (1) Sale. An apartment owner intending to make a bona fide sale of his apartment or any interest in it shall give to the Corporation notice of such intention, together with the name and address of the intended purchaser, and such other information concerning the intended purchaser as the Corporation may reasonably require. Such notice at the apartment owner's option may include a demand by the apartment owner that the Corporation furnish a purchaser of the apartment if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.
- (2) Lease. An apartment owner intending to make a bona fide lease of his apartment or any interest in it shall give to the Corporation notice of such intention, together with the name and address of the intended Lessee, such other information concerning the intended Lessee as the Corporation may reasonably require, and an executed copy of the proposed lease.
- (3) Gift; Devise or Inheritance; Other Transfers. An apartment owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Corporation notice of the acquiring of his title, together with such information concerning the apartment owner as the Corporation may reasonably require, and a certified copy of the instrument evidencing the owner's title.
- (4) Failure to Give Notice. If the above required notice to the Corporation is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of any apartment, the Corporation at its election and without notice, may approve or disapprove the transaction or ownership. If the Corporation disapproves the transaction or ownership, the Corporation shall proceed as if it had received the required notice on the date of such disapproval.

(b) Certificate of Approval.

- (1) Sale. If the proposed transaction is a sale then within THIRTY (30) DAYS after receipt of

such notice and information, the Corporation must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a Certificate executed by the President or Vice President, witnessed by two witnesses, or attested to by the Secretary of the Corporation, which shall be recorded in the Public Records of Dade County, Florida, at the expense of the purchaser.

- (2) Lease. If the proposed transaction is a lease, then within THIRTY (30) DAYS after receipt of such notice and information, the Corporation must either approve or disapprove the proposed transaction. If approved, the approval must be stated in a Certificate executed by the President and Secretary of the Corporation, which shall be delivered to the Lessee.
- (3) Gift; Devise or Inheritance; Other Transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within THIRTY (30) DAYS after receipt of such notice and information the Corporation must either approve or disapprove the continuance of the apartment owner's ownership of his apartment; if approved, the approval shall be stated in a Certificate executed by the President and Secretary of the Corporation, which shall be recorded in the Public Records of Dade County, Florida, at the expense of the apartment owner.
- (c) Approval of Corporate Owner or Purchaser. Inasmuch as the Condominium may be used only for residential purposes and a Corporation cannot occupy an apartment for such use, if the apartment owner or purchaser of an apartment is a Corporation, the approval of ownership by the Corporation may be conditioned by requiring that all persons occupying the apartment be approved by the Corporation.

12.3 DISAPPROVAL BY CORPORATION:

If the Corporation shall disapprove a transfer or ownership of an apartment, the matter shall be disposed of in the following manner:

- (a) Sale. If the proposed transaction is a sale and if the notice of sale given by the apartment owner shall so demand, then within THIRTY (30) DAYS after receipt of such notice and information the Corporation shall deliver or mail by registered mail to the apartment owner an agreement to purchase the apartment concerned by the purchaser approved by the Corporation, who will purchase and to whom the apartment owner must sell the apartment upon the same terms and conditions as set forth in the bona fide offer presented the Corporation for approval or disapproval:
 - (1) The sale shall be closed within THIRTY (30) DAYS after the delivery or mailing of the agreement to purchase.
 - (2) A certification of the Corporation executed by its President and Secretary and approving the purchase shall be recorded in the Public Records of Dade County, Florida, at the expense of the purchaser.

- (3) If the Corporation shall fail to provide a purchaser upon the demand of the apartment owner, in the manner provided, or if a purchaser furnished by the Corporation shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Corporation shall furnish a Certificate of Approval as elsewhere provided, which shall be recorded in the Public Records of Dade County, Florida, at the expense of the purchaser.
- (b) Lease. If the proposed transaction is a lease, the apartment owner shall be advised of the disapproval in writing, and the Lease shall not be made.
- (c) Gifts; Devise or Inheritance; Other Transfers: If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner then within THIRTY (30) DAYS after receipt from the apartment owner of the notice and information required to be furnished, the Corporation shall deliver or mail by registered mail to the apartment owner an agreement to purchase the apartment concerned by a purchase approved by the Corporation who will purchase and to whom the apartment owner must sell the apartment upon the following terms.
 - (1) The sale price shall be the fair market value determined by agreement between the Seller and Purchaser within THIRTY (30) DAYS from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the Arbitrators may be entered in any Court of competent jurisdiction. The expense of the arbitration shall be paid by purchaser.
 - (2) The sale shall be closed within TEN (10) DAYS following the determination of the sale price.
 - (3) A certificate of the Corporation executed by its President or Vice President and Secretary or two witnesses, and approving the purchaser, shall be recorded in the Public Records of Dade County, Florida, at the expense of the purchaser.
 - (4) If the Corporation shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Corporation shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Corporation shall furnish a Certificate of Approval, as elsewhere provided, which shall be recorded in the Public Records of Dade County, Florida, at the expense of the apartment owner.
 - (5) The purchase price shall be paid in cash.

It is understood and agreed that in the event any

Corporation-approved purchaser fails to go through the Contract so presented, that the Seller shall look to the prospective Purchaser and in no way shall hold the Corporation liable for the failure of such Purchaser to complete or close on his or her contract.

12.4 MORTGAGE:

No apartment owner may mortgage his apartment nor any interest in it without the approval of the Corporation, except to an institutional mortgagee, as hereinbefore defined. The approval of any other mortgagee may be upon conditions determined by the Corporation, or may be arbitrarily withheld.

12.5 EXCEPTIONS:

The foregoing provisions of this section, entitled "Maintenance of Community Interests" shall not apply to a transfer to, or a purchase by, an institutional mortgagee that acquires its title as a result of owning a mortgage or lien upon the apartment concerned, and this shall be so whether the title is acquired by deed from the apartment owner, his successors or assigns, or through foreclosure proceedings. Neither shall such provisions require the approval of a purchaser who acquires the title to an apartment at a duly advertised sale or tax sale; or in the event an institutional mortgagee shall acquire title to an apartment as aforementioned, the foregoing provisions requiring approval of the purchaser shall not apply to the ultimate purchaser from the institutional mortgagee who may have purchased same by virtue of a deed in lieu of foreclosure, or through judicial or foreclosure sale, or to a lessee or other transferee deriving his title or interest through the institutional mortgagee.

12.6 RECORDATION OF APPROVAL:

Wherever in this section a recordation is required of the approval of the Corporation, it is understood and agreed that the said approval shall not be recorded except at the time and simultaneously with, the recordation of the document so approved, to-wit: Where title shall pass, the approval shall be recorded simultaneously with the recordation of the deed between the Purchaser and Seller.

12.7 UNAUTHORIZED TRANSACTIONS:

Any sale, mortgage, or lease not authorized pursuant to the terms of this Declaration, shall be void unless subsequently approved by the Corporation.

13. COMPLIANCE and DEFAULT:

Each apartment owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and By-Laws, and the Regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of an apartment owner to comply with such documents and regulations shall entitle the Corporation or other apartment owners to the following relief in addition to the remedies provided by the Condominium Act.

13.1 NEGLIGENCE:

An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family, or his or her guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the

Corporation. An apartment owner shall pay the Corporation the amount of any increase in its insurance premiums occasioned by misuse, use, occupancy, or abandonment of an apartment or its appurtenances, or of the common elements, by the apartment owner.

13.2 COSTS AND ATTORNEYS' FEES:

In any proceeding arising because of an alleged failure of an apartment owner or the Corporation to comply with the terms of the Declaration, Articles of Incorporation, the By-Laws, or the Regulations adopted pursuant to them, and the documents and Regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of proceeding, and such reasonable attorney's fees as may be awarded by the Court.

13.3 NO WAIVER OF RIGHTS:

The failure of the Corporation or any apartment owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, the By-Laws, or the Regulations shall not constitute a waiver of the right to do so thereafter.

14. AMENDMENTS:

Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

14.1 NOTICE:

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

14.2 A RESOLUTION for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Corporation or by the members of the Corporation. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

- (a) Not less than seventy-five (75%) percent of the entire membership of the Board of Directors, and by not less than seventy-five (75%) percent of the votes of the entire membership of the Corporation; or
- (b) Not less than eighty (80%) percent of the votes of the entire membership of the Corporation; or
- (c) Until the first election of the Directors, only by all of the Directors, provided the amendment does not increase the number of apartments, nor alter the boundaries of the common elements.

14.3 PROVISIO:

Provided, however, that no amendment shall discriminate against any apartment owner, nor against any apartment nor class or group of apartments, unless the apartment owners so affected shall consent; and no amendment shall change any apartment nor the share in the common elements, nor increase the owner's share of the common expenses unless the record owner of the apartment concerned and all record owners of institutional mortgages on such apartment shall join in the execution of the amendment. Neither shall an amendment make

any change in the Section entitled "Insurance", nor in the Section entitled "Reconstruction or Repair After Casualty", unless the record owners of all institutional mortgages upon the Condominium shall join in the execution of the amendment; nor shall an amendment make any change in the rights granted any institutional mortgagee as previously described herein, unless the institutional mortgagee so affected shall consent to same.

15. TERMINATION:

This Condominium may be voluntarily terminated in the manner provided in Section 16 of the Condominium Act, at any time. In addition thereto, if it is determined in the manner elsewhere provided that the apartment building shall not be reconstructed because of major damage, the Condominium plan of ownership will be terminated without agreement.

16. SEVERABILITY:

The invalidity in whole or in part of any covenant or restriction, or any section, sub-section, sentence, clause, phrase, word, or other provision of this Declaration of Condominium, and the Articles of Incorporation, By-Laws and Regulations of the Corporation shall not affect the validity of the remaining portions.

17. The Developer's Construction Lender shall have all of the rights given to the Developer under this Declaration of Condominium, the Articles of Incorporation of Westland South Condominium, Inc. and its By-Laws.

IN WITNESS WHEREOF, the Developer has executed this Declaration, at Miami, Dade County, Florida, this 22nd day of April, 1974.

RIGA CORP., a Florida corporation

By: J. J. GASTON RIVERO, President

Attest: RICARDO VICTORERO, Secretary

STATE OF FLORIDA)
) SS
COUNTY OF DADE)

BEFORE ME, personally appeared J. J. GASTON RIVERO and RICARDO VICTORERO, as President and Secretary respectively of RIGA CORP., a Florida corporation, to me well known, who after being duly sworn depose and state that they have executed the foregoing instrument as such officers of said corporation and that they affixed thereto the official seal of said corporation.

WITNESS my hand and official seal this 22nd day of April, 1974.

John Richardson
NOTARY PUBLIC
State of Florida at Large
My commission expires:
NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES MAY 20, 1976
BUTLER TRUST GENERAL INSURANCE UNDERWRITERS

EXHIBIT "C"

SCHEDULE OF OWNERSHIP IN COMMON ELEMENTS
AND COMMON SURPLUS, AS WELL AS SCHEDULE
OF PERCENTAGE OF COMMON EXPENSE CHARGEABLE
AGAINST INDIVIDUAL APARTMENT UNIT OWNERS

TWO BEDROOM, TWO BATH 1.00%

206	208	209	210	211	212
214	215	216	217	223	225
226	227	306	308	309	310
311	312	314	315	316	317
323	325	326	327	406	408
409	410	411	412	414	415
416	417	423	425	426	427
506	508	509	510	511	512
514	515	516	517	523	525
526	527				

ONE BEDROOM, ONE BATH 0.78%

203	204	205	220	221	222
303	304	305	320	321	322
403	404	405	420	421	422
521	522	503	504	505	520

ONE BEDROOM, ONE BATH 0.78%

201	218	301	318	401	418
501	518				

THREE BEDROOM, TWO BATH 1.19%

207	224	307	324	407	424
507	524				

THREE BEDROOM, TWO BATH 1.19%

202	219	302	319	402	419
502	519				

STATE OF FLORIDA

DEPARTMENT OF STATE



I, RICHARD (DICK) STONE, Secretary of State of the State of Florida, do hereby
certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION
OF
WESTLAND SOUTH CONDOMINIUM, INC.

a corporation not for profit organized and existing under the Laws of the State of
Florida, filed on the 19th day of April A.D., 1974
as shown by the records of this office.



GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
19th day of April
A.D., 19 74

Richard (Dick) Stone

SECRETARY OF STATE

Exhibit "D"

ARTICLES OF INCORPORATION
of
WESTLAND SOUTH CONDOMINIUM, INC.
(a non-profit corporation)

The undersigned, by these Articles, associate themselves for the purposes of forming a corporation not for profit under Chapter 617, Florida Statutes 1963, and certify as follows:

ARTICLE 1.

Name

The name of the Corporation shall be WESTLAND SOUTH CONDOMINIUM, INC. For convenience, the corporation shall be referred to in this instrument as the CORPORATION.

ARTICLE 2.

Purpose

2.1 The purpose for which the Corporation is organized is to provide an entity pursuant to Section 12 of the Condominium Act, which is Chapter 711, Florida Statutes 1963, for the operation of WESTLAND SOUTH CONDOMINIUM, INC., a Condominium located upon the following lands in Dade County, Florida:

A portion of the NE 1/4 of Section 2, Township 53 South, Range 40 East, more particularly described as follows:

Begin at a point 2106.99 feet South of the North line of Section 2, Township 53 South, Range 40 East, and 984.75 feet West of the East line of said Section 2; thence run West parallel to the North line of said Section 2 for 200.00 feet to a point; thence run N 1° 21' 35" W parallel to the East line of said Section 2 for 357.54 feet to an intersection with a circular curve; thence run Northeasterly along said circular

FILED
APR 19 3 54 PM '74
SECRETARY OF STATE
MIAMI, FLORIDA

curve, concave to the South, having a radius of 900 feet and a central angle of 12° 56' 45" for an arc distance of 203.35 feet to a point; said point bears N 4° 43' 23" W from the Radius point of said curve; thence run S 10° 21' 35" E parallel to the East line of said Section 2 for 396.95 feet to the Point of Beginning. Lying and being in the City of Hialeah, Dade County, Florida.

2.2 The corporation shall make no distributions of income to its members, directors or officers.

ARTICLE 3.

Powers

The powers of the Corporation shall include and be governed by the following provisions:

3.1 The Corporation shall have all of the common law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles.

3.2 The Corporation shall have all of the powers and duties set forth in the Condominium Act except as limited by these Articles and the Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as it may be amended from time to time, including, but not limited to, the following:

- (a) To make and collect assessments against members as apartment owners to defray the costs, expenses, and losses of the Condominium.
- (b) To use the proceeds of assessments in the exercise of its powers and duties.
- (c) The maintenance, repair, replacement and operation of the condominium property.
- (d) The purchase of insurance upon the condominium property and insurance for the protection of the Association and its members as apartment owners.
- (e) The reconstruction of improvements after casualty and the future improvements of the property.
- (f) To make and amend reasonable regulations respecting the use of the property in the Condominium.
- (g) To approve or disapprove the transfer, mortgage, and ownership of apartments as may be provided by the Declaration of Condominium and the By-Laws.

- (h) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Corporation, and the Regulations for the use of the property in the Condominium.
- (i) To contract for the management of the Condominium and to delegate to such contractor all powers and duties of the Corporation except such as are specifically required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the Corporation.
- (j) To employ personnel to perform the services required for proper operation of the Condominium.

3.3 All funds and the titles of all properties acquired by the Corporation and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation, and the By-Laws.

3.4 The powers of the Corporation shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the By-Laws.

ARTICLE 4.

4.1 The members of the Corporation shall consist of all of the record owners of the apartments in the Condominium; and after termination of the Condominium shall consist of those who are members at the time of such termination and their successors and assigns.

4.2 After receiving approval of the Corporation required by the Declaration of Condominium, change of membership in the Corporation shall be established by recording in the Public Records of Dade County, Florida, a Deed or other instrument establishing a record title to an apartment in the Condominium and the delivery to the Corporation of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Corporation and the membership of the prior owner is terminated.

4.3 The share of a member in the funds and assets of the Corporation cannot be assigned, hypothecated nor transferred in any manner except as an appurtenance to this apartment.

4.4 The owner of each apartment shall be entitled to at least one vote as a member of the Corporation. The exact number

of votes to be cast by owners of an apartment and the manner of exercising voting rights shall be determined by the By-Laws of the Corporation.

4.5 This Corporation shall never have or issue any shares of stock.

ARTICLE 5.

5.1 The affairs of the Corporation will be managed by a Board consisting of a number of directors determined by the By-Laws, but not less than three Directors, and in the absence of such determination shall consist of three Directors.

5.2 Directors of the Corporation shall be elected at an annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

5.3 The Directors named in these Articles shall serve until the first elections of Directors, and any vacancies in their number occurring before the first election shall be filled by the remaining Directors.

There shall be a transfer of control of the Association and the election of directors by the unit owners in a manner set forth hereinafter, unless the developer can show he has a substantial interest to justify retaining control.

When fifteen (15%) percent of the units are sold, the unit owners are entitled to elect one-third of the directors; also the unit owners shall be entitled to elect not less than a majority of the directors three years after sales by the developer have been closed on Seventy-five (75%) percent of the units or three months after sales have been closed by the developer on ninety (90%) percent of the units or when all of the units have been completed and some have been sold and none of the others are being offered for sale in the course of business, whichever shall first occur.

5.4 The names and addresses of the members of the first Board of Directors who shall hold office until their successors

are elected and have qualified, or until removed, are as follows:

J. J. GASTON RIVERO	1450 Coral Way, Suite 4 Miami, Florida
RICARDO VICTORERO	6481 S. W. 31st Street Miami, Florida
LALINE O. RIVERO	1450 Coral Way, Suite 4 Miami, Florida
MARGARITA VICTORERO	6481 S. W. 21st Street Miami, Florida

ARTICLE 6.

Officers

The affairs of the Corporation shall be administered by the Officers designated in the By-Laws. The Officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Corporation and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>President:</u>	J. J. GASTON RIVERO 1450 Coral Way, Suite 4 Miami, Florida
<u>Secretary-Treasurer:</u>	RICARDO VICTORERO 6481 S. W. 21st Street Miami, Florida
<u>Vice-President:</u>	LALINE O. RIVERO 1450 Coral Way, Suite 4 Miami, Florida

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

ARTICLE 7.

Indemnification

Every Director and every Officer of the Corporation shall

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

ARTICLE 8.

By-Laws

The first By-Laws of the Corporation shall be made and adopted by the Board of Directors and may only be altered, amended or rescinded in the same manner as these Articles of Incorporation may be amended and in accordance with the provisions of the Condominium Act.

No modification or amendment shall be valid unless set forth in, or annexed to, a duly recorded amendment to the Declaration. Until December 31, 1975, said By-Laws may not be amended, however, without also having a Resolution requesting said amendment from the Board of Directors.

ARTICLE 9.

Amendments

Amendments to the Articles of Incorporation shall be proposed and adapted in the following manner:

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

9.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Corporation. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at, or prior to the meeting. Except as elsewhere provided,

(a) such approvals must be by not less than 75% of the entire membership if proposed by the Board of Directors, or

(b) by not less than 80% of the votes of the entire membership of the Corporation.

9.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of the members without approval in writing by all members and the joinder of all record owners of mortgages upon the Condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

9.4 A copy of each amendment shall be certified by the Secretary of State and be recorded in the Public Records of Dade County, Florida.

ARTICLE 10.

The term of the Corporation shall be perpetual.

ARTICLE 11.

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

J. J. GASTON RIVERO
1450 Coral Way, Suite 4
Miami, Florida

RICARDO VICTORERO
6481 S. W. 21st Street
Miami, Florida

LALINE O. RIVERO
1450 Coral Way, Suite 4
Miami, Florida

MARGARITA VICTORERO
6481 S. W. 21st Street
Miami, Florida

FILED
APR 19 3 54 PM '74
SECRETARY OF STATE
MIAMI, FLORIDA

IN WITNESS WHEREOF, the subscribers hereto have affixed their hands and seals this 11th day of April, 1974.

J. J. GASTON RIVERO (SEAL)

RICARDO VICTORERO (SEAL)

LALINE O. RIVERO (SEAL)

MARGARITA VICTORERO (SEAL)

OFF REC-8655 #1816

STATE OF FLORIDA)
COUNTY OF DADE) SS

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, J. J. GASTON RIVERO, RICARDO VICTORERO, LALINE O. RIVERO and MARGARITA VICTORERO, and they acknowledged to and before me that they executed the foregoing Articles of Incorporation for the uses and purposes therein expressed.

WITNESS my hand and official seal at the City of Miami, County of Dade and State of Florida, this 11th day of April, 1974.

Joan Richardson
NOTARY PUBLIC
State of Florida at Large

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 20, 1975
JOAN RICHARDSON, UNDERWRITER



FILED
APR 19 3 54 PM '74
CLERK OF STATE
MIAMI, FLORIDA

THE BY-LAWS
OFWESTLAND SOUTH CONDOMINIUM, INC.
(a non-profit corporation)Organized and existing pursuant to
Chapter 711 of the Florida Statutes,
the Condominium Act

The operation of the condominium property of the
condominium described and named in the Declaration to which
these By-Laws are attached shall be governed by these By-Laws.

ARTICLE 1

DEFINITIONS

The terms used in these By-Laws, as well as the Declaration and all Amendments and items pertinent thereto, shall have the meanings stated in the Condominium Act (Sec. 711.03 Fla. Stat.) and as following unless the context otherwise requires:

1.1 Apartment means unit as defined by the Condominium Act.

1.2 Apartment Owner means unit owner as defined by the Condominium Act.

1.3 Assessment means a share of the funds required for the payment of common expenses, which from time to time is assessed against the apartment owner or unit owner.

1.4 Corporation means WESTLAND SOUTH CONDOMINIUM, INC., a non-profit corporation, and its successors, being the entity responsible for the operation of the condominium.

1.5 By-Laws means the By-Laws of the corporation as they exist from time to time.

1.6 Common Elements means the portions of the condominium property not included in the apartments, which area need not be

adjacent to or a portion of the property submitted to condominium hereunder.

1.7 Common Expenses include:

- (a) Expenses of administration; expenses of maintenance, operation, repair or replacement of the common elements, and of the portions of the apartments to be maintained by the corporation; as well as expenses incurred upon any and all property, real or personal, that may be owned by the condominium corporation.
- (b) Expenses declared common expenses by provisions of this Declaration or the By-Laws of the Corporation.
- (c) Any valid charge against the Condominium property as a whole.

1.8 Common Surplus means the excess of all receipts of the Corporation, including but not limited to assessments, rents, profits, and revenues on account of the common elements, over the amount of common expenses.

1.9 Condominium means that form of ownership of Condominium property under which units of improvements are subject to ownership by different owners, and there is appurtenant to each unit as part thereof an undivided share in the common elements.

1.10 Condominium Act means and refers to the Condominium Act of the State of Florida.

1.11 Condominium Documents means the Declaration, the By-Laws and all Exhibits annexed hereto, as the same from time to time may be amended.

1.12 Condominium Parcel means an apartment, together with the undivided share in the common elements.

1.13 Condominium Property means and includes the lands in a Condominium, whether or not contiguous, and all the improvements thereof, and all easements and rights appurtenant thereto, intended for use in connection with the Condominium.

1.14 Declaration, or Declaration of Condominium, or Enabling Declaration means the Declaration of Condominium, as it may from time to time be amended.

1.15 Developer means RIGA CORP., a Florida corporation, its assigns or successors.

1.16 Institutional Mortgagee means the holder of a first mortgage against a condominium parcel which is a bank, savings and loan association, mortgage banker, real estate or mortgage investment trust, the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or of a first mortgage guaranteed or insured by the Federal Housing Administration or by the Veterans Administration or by any agency of the United States of America or by any other public or private corporation engaged in the business of guaranteeing or insuring first mortgage loans and their successors and assigns.

1.17 Occupant means the person or persons, other than the Apartment Owner, in possession of an apartment.

1.18 Singular, Plural Gender means that whenever the context so permits, the use of plural shall include the singular, the plural, and the use of any gender shall be deemed to include all genders.

1.19 Utility Services as used in the Condominium Act and as construed with reference to this Condominium, and as used in the Declaration and By-Laws, shall include but not be limited to, electric power, gas, hot and cold water, heating, refrigeration, air conditioning, and garbage and sewage disposal.

ARTICLE 2. ASSOCIATION MEMBERS - MEETINGS

2.1 Qualification. The members of the Association shall consist of all of the record owners of apartments.

2.2 Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Dade County, Florida, a deed or other instrument establishing record title to an apartment in the condominium and the delivery to the Association of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated. The Association may issue certificates of membership.

2.3 Voting Rights. The members of the Association shall be entitled to cast one vote for each apartment owned by them.

2.4 Designation of Voting Representative. If an apartment is owned by one person his right to vote shall be established by the record title to his apartment. If an apartment is owned by more than one person, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by all of the record owners of the apartment and filed with the Secretary of the Association. If an apartment is owned by a corporation, the person entitled to cast the vote for the apartment shall be designated by a certificate of appointment signed by its President or Vice-President and filed with the Secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the apartment concerned. A certificate designating the person entitled to cast the vote of an apartment may be revoked by any owner thereof.

2.5 Approval or Disapproval of Matters. Whenever the decision of an apartment owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if at an Association meeting, unless the joinder of record owners is specifically required by the Declaration or these By-Laws.

2.6 Restraint Upon Assignment of Shares in Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

2.7 Members Meetings.

- (a) Annual Members' Meeting. The annual members' meeting shall be held at the condominium property at 7:30 P. M. Eastern Standard Time, on the first Tuesday in April of each year for the purpose of electing officers and transacting any other business authorized to be transacted by the members.
- (b) Special Members' Meetings. Special members' meetings shall be held whenever called by the President, or in his absence by the Vice-President, and must be called by such officer upon the receipt of a written request from members entitled to cast fifty (50%) percent or more of the votes of the entire membership.

- (c) Notice of All Members' Meetings. Notice of all members' meetings stating the time and place, and the objects for which meeting is called shall be given unless waived in writing. Such notice shall be in writing and furnished to each member at his address as it appears in the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.
- (d) Quorum. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the Association. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the members, except where approval by a greater number of members is required by the Declaration of Condominium or these By-Laws.
- (e) Proxies. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting or any adjournment thereof.
- (f) Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.
- (g) Order of Business. The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be:
 - (1) Calling of the roll and certifying of proxies.
 - (2) Proof of notice of meeting or waiver of notice.
 - (3) Reading and disposal of any unapproved minutes.
 - (4) Reports of officers.
 - (5) Election of officers.
 - (6) Unfinished business.
 - (7) New business.
 - (8) Adjournment.
- (h) Proviso. So long as the Developer shall have the right and power to designate two-thirds (2/3rds) or more of the directors, the following provisions shall supersede all provisions of this 3: (a) There need be no members' annual or special meetings; (b) There shall be no members' meetings unless voluntarily called by the officers; and (c) No business enacted by the members shall have any effect without the approval of the officers.

ARTICLE 3.

OFFICERS - BOARD OF DIRECTORS

- 3.0 First Board. The first Board of Directors shall serve

until the first annual meeting of the members of the Association, or until their successors shall have been elected and qualified.

The first Board of Directors are:

J. J. GASTON RIVERO	President & Director
RICARDO VICTORERO	Secretary-Treasurer & Director
LALINE O. RIVERO	Vice-President & Director
MARGARITA VICTORERO	Director

3.1 Directors and Election. The Association shall act through its directors who shall be not less than three (3) nor more than seven (7) in number who shall be elected annually by the members; provided, however, that until December 31, 1975 all of the directors shall be the designees and nominees of the Developer subject nevertheless to the following: When unit owners other than the Developer shall own fifteen (15%) percent or more of the units the unit owners shall be entitled to elect one-third (1/3rd) of the directors; and provided, further, that the unit owners shall be entitled to elect all of the directors three (3) months after sales shall have been closed by the Developer on ninety (90%) percent of the condominium units or when all of the units have been completed and some of them have been sold but none of the remaining are being offered for sale by the Developer in the ordinary course of business, which ever shall first occur. The Developer shall at all times have the right to remove its designees, with or without cause, and designate their successors. Directors elected by the members may be peremptorily removed without cause by the vote of the members at any meeting and their successors elected thereafter.

Voting for directors by members shall be on a non-cumulative basis, each member being entitled to cast one vote for each apartment he owns for each vacancy to be filled. Directors elected by the members shall serve until the next annual members' meeting or until their successor is elected, subject to the members' right to peremptorily remove as above set forth.

3.2 Vacancies. If a vacancy in the position of director shall come about by reason of his removal, death, resignation, incapacity or otherwise, such vacancy shall be filled by the remaining directors.

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

3.4 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting.

- 3.5 Special Meetings. Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of a director. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.
- 3.6 Waiver of Notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.
- 3.7 Quorum. A quorum at directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors.
- 3.8 Adjourned Meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present.
- 3.9 Presiding Officer. The presiding officer of directors' meetings shall be the President. In the absence of the President the directors present shall designate one of their number to preside.
- 3.10 Powers and Duties. The powers and duties of the Association under its Articles of Incorporation, these By-Laws, and under the laws of the State of Florida including but not limited to Chapters 617 and 711 Florida Statutes, are to be exercised solely and exclusively by the Board of Directors, its agents and representatives, subject to the approval of its members only when so specifically provided in said Articles of Incorporation, these By-Laws or the Declaration of Condominium.

ARTICLE 4.

OFFICERS - POWERS AND DUTIES

- 4.1 Election. The executive officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary, all of whom must be directors and shall be elected annually by the directors and who may be peremptorily removed, without cause, by vote of the directors at any meeting. The Board of Directors shall fill vacancies caused by the removal or resignation of officers and shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.
- 4.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the president of an association. He shall serve as chairman of all members' meetings.
- 4.3 Vice-President. The Vice-President shall in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the members.

- 4.4 Secretary. The Secretary shall keep the minutes of all proceedings of the officers and the members. He shall attend to the giving and serving of all notice to the members and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the members or the President.
- 4.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and he shall perform all other duties incident to the office of Treasurer.
- 4.6 Compensation. The compensation, if any, of all officers shall be fixed by the members at their annual meeting. No officer who is a designee of the Developer shall receive any compensation for his services as such.

ARTICLE 5.

POWERS OF THE CORPORATION

The corporation, acting through the Board of Directors, shall have the following powers:

- 5.1 Declaration. All of the powers specifically set forth in the Declaration and all of the powers incidental thereto.
- 5.2 By-Laws. All of the powers specifically set forth in these by-Laws and all powers incidental thereto.
- 5.3 Condominium Act. All of the powers specifically set forth in the Condominium Act and all powers incidental thereto.
- 5.4 Miscellaneous Powers.
 - (a) To use and expend the assessments collected to carry out the purposes and powers of the corporation.
 - (b) To employ attorneys, accountants, and other professionals as the need arises.
 - (c) To employ workmen, janitors, gardeners, and such other agents and employees to carry out the powers of the corporation and to purchase supplies and equipment therefor.

ARTICLE 6.

FINANCES AND ASSESSMENTS

- 6.1 Depository. Funds of this corporation shall be deposited in a bank or banks as the Board of Directors may from time to time direct, in an account for the Corporation under Resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for money signed by the President and countersigned by the Secretary-Treasurer or such other officers as designated

by the Board of Directors from time to time. All notes of the corporation shall be signed by any two of the officers of the corporation.

6.2 Fiscal Year. The fiscal year for the corporation shall be set by the Board of Directors in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America at such time as the Board of Directors deems it advisable.

6.3 Determination of Assessments. The Board of Directors of the corporation shall fix and determine from time to time the sum or sums necessary and adequate for the common expenses of the condominium property; common expenses shall include expenses for the operation, maintenance, repair or replacement of the common elements; the insurance premiums and expenses relating thereto including fire insurance and extended coverage insurance on the condominium building, liability insurance, and all other insurance that may be deemed necessary by the Board of Directors, the costs of carrying out the powers and duties of the corporation, and any other expenses designated as common expenses from time to time by the Board of Directors of the corporation.

The Board of Directors is specifically empowered on behalf of the corporation to make and collect assessments and to lease, maintain, repair and replace the common elements of the condominium.

Funds for the payment of common expenses shall be assessed and be deemed a lien against the unit owners in the proportions or percentages of sharing common expenses provided in the Declaration. Said assessments shall be payable monthly in advance as ordered by the Board of Directors. Special assessments, should such be required by the Board of Directors, shall be levied and paid in the same manner as hereinbefore provided for regular assessment.

When the Board of Directors has determined the amount of any assessment, the Secretary-Treasurer of the corporation

shall mail or present a statement of the assessment to each of the owners. All assessments shall be payable to the Secretary-Treasurer of the corporation, and upon request, the Secretary-Treasurer shall give a receipt for each payment made to him.

6.4 Delinquent Assessments. In the event an assessment is not paid within THIRTY (30) DAYS from the date on which it is due and payable, the corporation (through its Board of Directors) may proceed to enforce and collect the said assessment against the unit owner owing the same in any manner provided for by the Condominium Act.

6.5 Collection and Enforcement. In connection with assessment, the corporation shall have all of the powers, rights, privileges and legal remedies provided for by the Declaration and the Condominium Act in and about collecting and enforcing assessments. Further in this connection, each unit owner shall be liable for his assessment in the same manner provided for by the Declaration and the Condominium Act, and shall likewise be responsible for reasonable attorneys' fees and costs incurred by the corporation incident to the collection of such assessment or enforcement of any lien held by the corporation for unpaid assessments.

ARTICLE 7.

MAINTENANCE AND REPAIRS

7.1 Access. Any officer of the corporation, or any agent of the Board of Directors shall have irrevocable right to have access to each unit from time to time during reasonable hours that may be necessary for inspection, maintenance, repair or replacement of any common element or accessible therefrom, or for making emergency repairs therein to prevent damage to the common elements or to another unit or units.

7.2 Maintenance and Repairs. The Board of Directors may enter into a contract with any firm, person or corporation for the maintenance and repair of the condominium property, and may join with other condominium associations in contracting with the same firm, person, or corporation for maintenance and repair. The Board of Directors may be contract empower and grant to such firm, person or

corporation the right of access as set forth in Section 7.1 of this Article. The Board of Directors may, by contract with such firm, person, or corporation, delegate to said firm, person, or corporation rights of collection of assessments and powers of enforcing the same.

7.3 Unit Owners. Every unit owner must perform promptly all maintenance and repair work within his own unit which, if omitted, would affect the condominium property and the condominium project in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

7.4 Prohibition. No unit owner shall make any alteration in the portions of the improvements of a condominium which are to be maintained by the corporation or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the building containing his unit or impair any easement.

7.5 Material Alterations. There shall be no material alterations or substantial additions to the common elements except as the same are authorized by the Board of Directors and ratified by the affirmative vote of Three-fourths (3/4ths) of the unit owners present at any regular or special meeting of the unit owners.

ARTICLE 8

VIOLATIONS

8.1 In the event of a violation (other than the non-payment of an assessment) by the unit owner in any of the provisions of the Declaration, these By-Laws, or the applicable portions of the Condominium Act, the corporation, by direction of its Board of Directors, may notify the unit owner by written notice of such breach transmitted by Registered or Certified Mail, Return Receipt Requested, and if such violation shall continue for a period of THIRTY (30) DAYS from the date of the notice, the corporation, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration, the By-Laws, or the pertinent provisions of the

Condominium Act, and the corporation may then, at its option, have the following elections: (i) An action at law to recover for its damage on behalf of the corporation or on behalf of the other unit owners; (ii) an action in equity to enforce performance on the part of the unit owner; or (iii) an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief. Failure on the part of the corporation to maintain such an action at law or in equity within THIRTY (30) DAYS from date of a written request, signed by a unit owner, sent to the Board of Directors, shall authorize any unit owner to bring an action in equity or suit at law on account of the violation in the manner provided for by the Condominium Act.

ARTICLE 9.

ACQUISITION OF UNITS

9.1 Voluntary Sale or Transfer. Upon receipt of a unit owner's written notice, described in the Declaration of Condominium hereof, the Board of Directors may, with the authorization and approval of three-fourths (3/4ths) of the unit owners present at any regular or special meeting of the unit owners, acquire a condominium parcel in the name of the corporation, or a designee.

9.2 Acquisition on Foreclosure. At any foreclosure sale of a unit the Board of Directors may, with the authorization and approval of three-fourths (3/4ths) of the unit owners present at any regular or special meeting of the unit owners, acquire a condominium parcel being foreclosed in the name of the corporation, or its designee, except the foregoing shall not apply to foreclosure of the corporation's liens when the corporation's bid is not in excess of the amount found due under its lien. The term "foreclosure" as used in this section shall mean and include any foreclosure of any lien, including a lien for assessments or common expenses. The power of the Board of Directors to acquire at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the Board of Directors, or of the corporation, to acquire at any foreclosure sale, the provisions hereof being permissive in nature and for the purpose of setting forth the power in the Board of Directors to so acquire should the requisite approval of the owners be obtained.

Where the Mortgagee of a first mortgage of record obtains title to a unit as a result of foreclosure of same, such acquirer of title, his successors and assigns shall not be liable for the share of the common expenses or assessments by the corporation unpaid, chargeable to such unit, which accrued and became due prior to the acquisition of title to such unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be a common expense collectible from all of the units in the proportions hereinbefore provided, excluding such acquirer, his successors and assigns.

In a voluntary conveyance or in a forced sale, by virtue of a foreclosure of lien for common expenses or for failure to pay real property taxes, or for any other purpose, the grantee or purchaser of the unit shall be jointly and severally liable with the then prior owner for any unpaid assessments of the corporation against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

ARTICLE 10.

AMENDMENT TO THE BY-LAWS

10.1 These By-Laws may be amended in the same manner as the Articles of Incorporation may be amended, and in accordance with the provisions of the Condominium Act. No modification or amendment shall be valid unless set forth in, or annexed to, a duly recorded amendment to the Declaration. Until December 31, 1975, these By-Laws may not be amended, however, without also having a Resolution requesting said amendment from the Board of Directors.

ARTICLE 11.

RULES AND REGULATIONS

11.1 The Board of Directors may from time to time adopt and amend previously-adopted administrative rules and regulations governing the details of the operation and use of the common elements of the Condominium, provided, however, that no such rules and regulations shall conflict with the Declaration, these By-Laws

or the provisions of the Condominium Act, and in the event of any conflict between the said rules and regulations and the foregoing, the latter shall prevail. The Board of Directors shall from time to time post in a conspicuous place on the Condominium Property a copy of the Rules and Regulations adopted from time to time by the Board of Directors.

THE FOREGOING were adopted as the By-Laws of WESTLAND SOUTH CONDOMINIUM, INC., a non-profit corporation, under the laws of the State of Florida, at the first meeting of the Board of Directors, on the 22nd day of April, 1974.

APPROVED:

R. Victorero (SEAL)
RICARDO VICTORERO, Secretary

J. J. Gaston Rivero
J. J. GASTON RIVERO, President

CLERK NOTE:
FOR CONDOMINIUM PLANS SEE OFFICIAL
RECORDS CONDOMINIUM PLAN BK. 35, PAGE 6
RICHARD P. BRINKER
CLERK CIRCUIT COURT
BY Carmen Adams D.C.

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
RICHARD P. BRINKER
CLERK CIRCUIT COURT

Westland South Condominium Inc.

Regulations

Master Key Regulation

- 1. - The unit owners have to sign when they receive the key. If the unit is rented the unit owner is responsible for the apartment keys.**
- 2. - Each unit receives 2 keys at not cost.**
- 3. - If additional keys are required, only the board of directors can sell an extra key at a cost of \$ 20.00. Any additional keys that are sold will only be sold to a person registered to the unit.**
- 4. - Any replacement keys will incur a cost of \$75.00 for the first offense and a \$200.00 fee for every replacement key after the first. If a key is not functioning properly a replacement key will be issued at no cost only after a Board member has received and validated that the key was not functioning properly.**
- 5.-Any person that is deemed responsible for the breaking of a door handle will be charged \$100.00 for the handle and \$200.00 for the cylinder.**

Pool Regulations

- 1.-Pool hour will be from 9.00 A.M. to 7.00 P.M., summer hours are 9:00 A.M. to 8.00 P.M.**
- 2.-Kids under the age of 18 years old can not be along in the pool area, they must always be accompanied by an adult.**

- 3.-No more than 2 visitors per unit are permitted in the pool area.
- 4.-All people have to take a shower before entering the pool area; also only people wearing bathing suits are permitted in the pool.
5. - Do not play with or touch pool accessories.
6. - No food, drink, alcoholic beverages are allowed in the pool area.
7. - Do not run or play around the pool area.
8. - No loud music will be allowed in the pool area.
9. – Please keep the bathroom in the pool area clean.
- 10.-Before entering into the lobby you must be completely dry.

Parking regulations

- 1.-Only cars authorized and register by the Board of Directors can park inside the gate.
2. - Each unit has a private parking spot, one gate controller and one sticker of legal parking.
3. - Each unit has the right to petition the Board of Directors for an additional parking space which includes a gate controller at a cost of \$75.00. This parking space is property of WSC as well as the gate controller. In the event the owner sells his unit the second parking space and gate controller are not transferable to the new owner and must be returned to the WSC Board of Directors.
4. - Each car can only park in their designated parking area and they must adhere to the parking regulations.
5. - Speed limit is 10 MPH, no loud music or claxon are permitted inside the parking lot.

- 6. - Stolen or damaged gate controller will be replaced at a cost of \$75.00.**
- 7. - Any bumper in the parking lot that is damaged will be replaced at the owner expense, no short cuts will be allowed in the parking area.**
- 8.-Any damage to the gates or FPL boxes, fences in pool area, or walls will be paid by the person causing the damage.**
- 9. - All cars parked inside or outside the building must have a legal license plate and must be operable.**
- 10. - No kids are allowed to be playing or running in the parking area.**
- 11. - Car-Washing is not allowed.**
- 12.- All Cars (with valid registration) have to have a decal provided by the condominium on the driver side back window on the bottom. Also if a car will stay overnight should have a visitor permit pass otherwise the tow service in place with tow the cars at your own expense.**

Visitor's area

- 1. – The only cars allowed to park in the outside parking spaces are owners that do not have a parking space inside the gate and visitors that have a visitors parking permit. It is the owner or renter's responsibility that all visitors have a permit to park. If the permit is not displayed on a visitor's vehicle the car can be tow away at car owner expense.**
- 2.- Any unit owner that has a parking space inside the gate and for any reason is parking outside the gate while their inside space is empty is subject to being towed away even if a visitors sticker is in the front of the car.**
- 3. - No cars are permitted to park in the grass area that belongs to the WSC.**

4. - Any unit owners that has to park outside the building has to move their car on a daily basis, otherwise they will be towed away. This rule also applies to any car that is being sold and is parked in an outside space and have to have a decal or visitor permit (see cars regulations).

5. - Car-Washing in the outside parking spaces is not permitted

Apartment unit's regulations

1. - No construction or subdividing inside a unit is allowed if it is does not agree to the original blueprints of the unit.

2. - All repairs and remodeling has to be done from Monday to Friday from 9.00 am to 6.30 pm and Saturday from 10.00 am to 6.00 pm. No work on Sunday is permitted. There will be a fine of \$100.00 that will be billed to the unit that damages the carpet, lobby, hall, elevator etc due to construction or moving.

3. - The balconies are common areas and only can have furniture or appropriate ornaments. No closets or gym accessories are permitted. Hurricane shutter are permitted only to cover the sliding glass doors and are not allowed around the screen enclosures.

4. - If your apartment is as follow:

1/1 only 2 people are permitted

2/2 only 4 people are permitted

3/2 only 6 people are permitted

All unit owners or renter have to be approved by the Board of Directors.

5. - No Pets are allowed in the building. (See by-laws for restrictions)

General Regulations

- 1. – Smoking is prohibited in the halls, elevators and laundries.**
- 2. - No department stores carts (Home depot/Winn Dixie/Publix etc) are allowed in the building.**
- 3. - All movement of household items, including but not limited to, furniture and appliances must be done through the lateral door. Moving any item through the front door is strictly prohibited and will result in disciplinary action.**
- 4. - All movement of household items, including but not limited to, furniture and appliances must be done through the lateral door. Moving any item through the front door is strictly prohibited and will result in disciplinary action.**
- 5. - Any household items, including but not limited to furniture and appliances can not be discarded in the trash bin or in the trash bin area. All large household items must be removed from the property at the owner's expense. Any large boxes that can not be put through the garbage shoot must be folded or cut into manageable pieces and placed in the main floor garbage compartment for proper disposal.**
- 6. – The Laundry room area must be keep clean.**
- 7. - Washers and dryer are for the exclusive used of residents of WSC, it is strictly prohibited for others to use this service.**
- 8. – It is strictly prohibited for people to sit in the lobbies, on the stairs or in the main entrance of the building.**
- 9. – It is strictly prohibited to ride bicycles, play games or play loud music in common areas such as the parking lot, lobbies, halls, pool area etc.**

Applicable fines for regulation violations.

First Notice: Letter will be sent to the unit to correct the violation.

Second Notice: Fine in the amount of \$ 50.00 payable to WSC Inc.

Third Notice: Letter from WSC's lawyer (any legal cost will be paid by the unit owner in addition to the WSC fines)

Fourth Notice: Legal action.

Note: Any unit owner or resident of WSC that has a violation for which the Board of Director has establish a reasonable amount of time to correct such violation and they do not comply will be assessed a fine in the amount of \$ 50.00 daily until such violation should is corrected.

These regulations will be effective starting October 1, 2006.

Board of Director W.S.C.