ARTICLES OF INCORPORATION

OF

WYNDHAM PALMS CONDOMINIUM ASSOCIATION, INC.

The undersigned do hereby associate themselves for the purpose of forming a corporation not for profit as allowed by Section 718 and Section 617 of the Florida Statutes. Pursuant to the provisions and laws of the State of Florida, we certify as follows:

1. NAME

The name of the corporation shall be WYNDHAM PALMS CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "Association", with its principal registered office located at c/o Sentry Management, Inc., 2180 West S.R. 434, Suite 5000, Longwood, Florida, 32779. The Board of Directors may, from time to time, move the principal office to any other address in Florida.

2. PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, hereinafter called the "Condominium Act", for the operation of WYNDHAM PALMS, A CONDOMINIUM (the "Condominium") to be created pursuant to the provisions of its Declaration of Condominium and the Condominium Act.

3. POWERS

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

3.1 The Association 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 of Incorporation or the Condominium Act.

3.2 The Association shall have all of the powers and duties set forth in the Condominium Act, these Articles of Incorporation and the Declaration of Condominium and its attendant documents, and all of the powers and duties reasonably necessary for operation of the Condominium. In the event of a conflict between the powers of the Association as is set forth in these Articles of Incorporation, the Bylaws, or the

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Julius J. Zschau, Esquire
911 Chestnut Street
Clearwater, FL 33756
727-461-1818
FL Bar No. 0195685

Declaration of Condominium and the Condominium Act, the Condominium Act shall prevail.

3.3 All funds and the titles to all properties acquired by the Association, 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 Bylaws of the Association, and the costs, expenses, maintenance, care and upkeep of such properties for the benefit of the members shall be considered common expenses of the Condominium.

3.4 The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws.

3.5 The Association shall have the power and authority to levy, charge, assess and collect fees, charges and assessments from the Unit Owners as allowed by the Declaration of Condominium.

3.6 The Association shall have the power to operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the South Florida Water Management District Permit No. _____ requirements and applicable District rules, and shall have the power to assist in the enforcement of the Declaration of Condominium which relate to the Surface Water or Stormwater Management System.

3.7 The Association shall have the power to levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

3.8 Notwithstanding anything herein to the contrary, the corporation shall exercise only such powers as are in furtherance of the exempt purposes of organizations set forth in Section 501(c)(7) of the Internal Revenue Code and its regulations as the same now exist or as they may be hereinafter amended from time to time.

3.9 The corporation shall have no power to declare dividends, and no part of its net earnings shall inure to the benefit of any member or director of the corporation or to any other private individual. The corporation shall have no power or authority to engage in activities which consist of carrying on propaganda or otherwise attempting to influence legislation or to participate in, or intervene in, any political campaign on behalf of any candidate for public office.

3.10 The corporation shall have no capital stock.

3.11 This Section shall not be construed to give the Association any powers not authorized by the Condominium Act.

4. MEMBERSHIP

4.1 The members of the Association shall consist of all of the record Owners of Units in the Condominium which have adopted these Articles, hereinafter referred to as "Units", 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 Membership shall be acquired by recording in the Public Records of the County within which the Condominium is situate, a deed or other instrument establishing record title to a Unit in the Condominium, the Owner designated by such instrument thus becoming a member of the Association, and the membership of the prior Owner being thereby terminated, provided, however, any party who owns more than one Unit shall remain a member of the Association so long as he shall retain title to or a fee ownership interest in any Unit.

4.3 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 Unit.

4.4 On all matters upon which the member shall be entitled to vote, there shall be one vote for each Unit, which vote may be exercised or cast in such manner as may be provided in the Bylaws of the Association. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned.

4.5 The Developer shall be a member of the Association and shall be allowed one vote for each Unit owned by the Developer.

5. EXISTENCE

The Corporation shall have perpetual existence.

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the South Florida Water Management District prior to such termination, dissolution or liquidation.

6. SUBSCRIBERS

The name and address of the subscriber to these Articles of Incorporation is:

JULIUS J. ZSCHAU, ESQUIRE
911 Chestnut Street
Clearwater, Florida 33756

7. OFFICERS

The affairs of the Association shall be administered by a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time designate. Any person may hold two offices, excepting that the same person shall not hold the office of President and Secretary. Officers of the Association shall be those set forth herein or elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, 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:

President:	Kevin Mays 555 Winderley Place, Suite 420 Maitland, Florida 32751
Secretary:	Judith Duncan 555 Winderley Place, Suite 420 Maitland, Florida 32751
Treasurer:	Charlie O'Sullivan 555 Winderley Place, Suite 420 Maitland, Florida 32751

8. DIRECTORS

8.1 The affairs of the Association shall be managed by a Board of Directors who need not be members of the Association. The membership of the Board shall consist of not less than three (3) Directors until the control of the Association is transferred to the Unit Owners other than the Developer pursuant to Florida Statute 718.301. Thereafter, the Board shall consist of not less than five (5) Directors. Provided, however, that the Board shall always consist of an odd number of Directors.

8.2 Directors of the Association shall be elected at the annual meeting of the members in the manner provided by the Bylaws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws.

8.3 The Directors named in these Articles shall serve until the first election of Directors, and any vacancies in office occurring before the first election shall be filled by the remaining Directors and/or the Developer. The first election of Directors shall not be held until the Developer, as defined in the Declaration of Condominium, is required by law to elect directors in accordance with Florida Statute 718.301. The term of the first Board of Directors or their replacements, shall continue until the Developer

voluntarily relinquishes control of the Association, or relinquishes control as required by Florida Statute §718.301(1)(a)-(e) as follows:

(1) When unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer shall be entitled to elect no less than one-third of the members of the board of administration of the association. Unit owners other than the developer are entitled to elect not less than a majority of the members of the board of administration of an association:

(a) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(b) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(c) When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business;

(d) When some of the units have been conveyed to purchasers and none of the other are being constructed or offered for sale by the developer in the ordinary course of business; or

(e) Seven years after recordation of the declaration of condominium; or, in the case of an association which may ultimately operate more than one condominium, 7 years after recordation of the declaration for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to s. 718.403, 7 years after recordation of the declaration creating the initial phase, whichever occurs first. The developer is entitled to elect at least one member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 500 units, of the units in a condominium operated by the association. Following the time the developer relinquishes control of the association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority member of the board of administration.

8.4 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:

Kevin Mays	555 Winderley Place, Suite 420 Maitland, Florida 32751

Judith Duncan	555 Winderley Place, Suite 420 Maitland, Florida 32751
Charlie O'Sullivan	555 Winderley Place, Suite 420 Maitland, Florida 32751

9. INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceedings or the settlement of any proceeding to which he or she may be a party, or in which he or she may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he or she is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance, malfeasance, or nonfeasance, or found to have breached his or her fiduciary duty, in the performance of his duties. The foregoing right of indemnification shall be in addition to and exclusive of all other rights and remedies to which such Director or Officer may be entitled.

10. BYLAWS

The Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided therein.

11. AMENDMENT

These Articles of Incorporation shall be amended in the following manner:

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

11.2 A resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by the members of the Association. A member may propose such an amendment by instrument in writing directed to any member of the Board of Directors signed by not less than twenty percent (20%) of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President, or in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Directors and members not present in person at the meeting considering the amendment may express their approval in writing provided such approval is delivered to the Secretary at or prior to the meeting. Except as provided herein, such approval must be either by:

(a) Not less than sixty-six and two-thirds percent (66-2/3%) of the entire membership of the Board of Directors and by not less than sixty-six and two-thirds percent (66-2/3%) of the votes of the entire membership of the Association; or

(b) Not less than sixty-six and two-thirds percent (66-2/3%) of the votes of the entire membership of the Association.

11.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of the members, nor any change in Paragraph 3.3, without approval in writing by all members and the joinder of all record Owners of mortgages on the Condominium Units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium. No amendment shall be made without the written approval of the Developer if such amendment shall cause an assessment of the Developer as a Unit Owner for capital improvements, constitute an action that would be detrimental to the sales of Units by the Developer or any other such action which would inhibit, impair, or otherwise preclude the rights reserved to the Developer by way of the Declaration of Condominium.

11.4 A copy of each amendment shall be filed with the Secretary of State, pursuant to the provisions of the applicable Florida Statutes, and a copy certified by the Secretary of State shall be recorded in the Public Records of the County where the condominium is located.

12. REGISTERED AGENT

The corporation hereby appoints James W. Hart, located at 2180 West S.R. 434, Suite 5000, Longwood, Florida, 32779, as its Registered Agent to accept service of process within this state.

IN WITNESS WHEREOF, the Subscriber has affixed his signature hereto this 15th day of June, 2000.

Signed, Sealed and Delivered
in the Presence of:

Julius J. Zschau

STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this day 15 of June 2000, by JULIUS J. ZSCHAU, who is personally known to me.

Notary Public
Print Name: Melanie M Haslam

My Commission Expires:

Melanie M. Haslam
MY COMMISSION # CC690620 EXPIRES
February 23, 2002
BONDED THRU TROY FAIN INSURANCE, INC.

ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process of the above stated corporation at the place designated in this certificate, pursuant to Chapter 48.091 and Chapter 617.023 of the Florida Statutes, I hereby accept to act in this capacity, and agree to comply with the provisions of said act relative to keeping open said office.

James W. Hart, Registered Agent

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PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS AND OBLIGATION FOR COMMON EXPENSES

WYNDHAM PALMS, A CONDOMINIUM

EACH UNIT	SHARE OF OWNERSHIP
When Phase 1 is submitted to Condominium ownership	1/30
When Phase 2 is submitted to Condominium ownership	1/60
When Phase 3 is submitted to Condominium ownership	1/90
When Phase 4 is submitted to Condominium ownership	1/120
When Phase 5 is submitted to Condominium ownership	1/150
When Phase 6 is submitted to Condominium ownership	1/180
When Phase 7 is submitted to Condominium ownership	1/210
When Phase 8 is submitted to Condominium ownership	1/240
When Phase 9 is submitted to Condominium ownership	1/270
When Phase 10 is submitted to Condominium ownership	1/300
When Phase 11 is submitted to Condominium ownership	1/330
When Phase 12 is submitted to Condominium ownership	1/360
When Phase 13 is submitted to Condominium ownership	1/390
When Phase 14 is submitted to Condominium ownership	1/420
When Phase 15 is submitted to Condominium ownership	1/450
When Phase 16 is submitted to Condominium ownership	1/480

In any case in which a phase is added out of sequence, the share of ownership for each unit in such phase shall be a fraction having one (1) as the numerator and a denominator determined by adding the total number of units in the Condominium to the total units in the phase being added.

EXHIBIT "B"

State of Florida

Department of State

I certify from the records of this office that WYNDHAM PALMS CONDOMINIUM ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on June 19, 2000.

The document number of this corporation is N00000004014.

I further certify that said corporation has paid all fees due this office through December 31, 2000, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 500A00034788-061900-N00000004014-1/1, noted below.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Nineteenth day of June, 2000

Authentication Code: 500A00034788-061900-N00000004014-1/1

CL 2000100704 OR 1756/1021

Katherine Harris

Katherine Harris
Secretary of State

CR2EO22 (1-99)

FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

June 19, 2000

WYNDHAM PALMS CONDOMINIUM ASSOCIATION, INC.
C/O SENTRY MANAGEMENT, INC.
2180 WEST S.R. 434 SUITE 5000
LONGWOOD, FL 32779

CL 2000100704 OR 1756/1022

The Articles of Incorporation for WYNDHAM PALMS CONDOMINIUM ASSOCIATION, INC. were filed on June 19, 2000, and assigned document number N00000004014. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H00000032642.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at the address given below.

Neysa Culligan
Document Specialist
New Filings Section
Division of Corporations

Letter Number: 500A00034788

Prepared by and Return to:
Julius J. Zschau, Esquire
Johnson, Blakely, Pope, Bokor,
Ruppel & Burns, P.A.
911 Chestnut Street
Post Office Box 1368
Clearwater, FL 33756-1368

LARRY WHALEY 1319
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2000100704 OR 1756/964
PAL Date 07/18/2000 Time 08:54:56

DECLARATION OF CONDOMINIUM OF WYNDHAM PALMS, A CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM is made as of the 6th day of June, 2000, (the "Declaration") by PULTE HOME CORPORATION, a Michigan corporation, having a mailing address of 555 Winderley Place, Suite 420, Maitland, Florida 32751 (the "Developer"), for and on behalf of the Developer, its successor, assigns and grantees.

The Developer, being the owner of fee simple title of record to those certain lands located and situate in Osceola County, Florida, being more particularly described in Exhibit "A" attached hereto, does hereby submit only the lands and improvements thereon designated as PHASE 1 to condominium ownership pursuant to the provisions of Chapter 718, of the Florida Statutes, hereinafter referred to as the "Condominium Act", as amended from time to time.

1. NAME

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

WYNDHAM PALMS, A CONDOMINIUM.

1.1 This Condominium shall be developed in phases pursuant to Chapter 718.403, Florida Statutes, with Phase 1 consisting of the real property legally described and the units in the buildings and other improvements as shown on Exhibit "A-1" attached hereto, being submitted to the Condominium form of ownership by this Declaration. The Units in Phase 1 of this Condominium shall own a fractional, undivided interest in the Common Elements and be responsible for a fractional share of the Common Expenses of this Condominium as set forth in Exhibit "B" attached hereto.

1.2 The impact, if any, which the completion of subsequent phases would have upon the initial phase would be to increase the number of residents in the general area, decrease the percentage ownership per Unit of the Common Elements and

percentage obligations of the Common Expenses and increase the size of Common Elements.

1.3 The remaining phases must be completed within seven (7) years of the date of the recording of this Declaration. In no event shall any phases be added or Units constructed seven (7) years after the date of recording of the first phase. All improvements in any subsequent phase must be substantially completed prior to annexation to the Condominium.

1.4 Should the Developer decide, in its sole and absolute discretion, to add any of the proposed additional phases to this Condominium pursuant to Section 718.403, Florida Statutes, then any such proposed additional phase shall consist of the real property legally described and the units in the buildings and other improvements as shown on Exhibits "A-2" through "A-16" attached hereto, subject to the Developer's right to make non-material changes to said legal descriptions as set forth in paragraph 1.5 below. Phase 1 consists of thirty (30) units in one building. The other Phases, if added, will consist of the number of Units as described in paragraph 1.5 below.

1.5 The number, minimum, maximum and general size of Units to be included in each phase are as follows:

(a) Phase 1 shall consist of one (1) building consisting of a maximum of thirty (30) Units and a minimum of twenty-four (24) Units, which contain a maximum of 1,408 square feet and a minimum of 1,050 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms.

(b) Phase 2 shall consist of one (1) building consisting of a maximum of thirty (30) Units and a minimum of twenty-four (24) Units, which contain a maximum of 1,408 square feet and a minimum of 1,050 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms.

(c) Phase 3 shall consist of one (1) building consisting of a maximum of thirty (30) Units and a minimum of twenty-four (24) Units, which contain a maximum of 1,408 square feet and a minimum of 1,050 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms.

(d) Phase 4 shall consist of one (1) building consisting of a maximum of thirty (30) Units and a minimum of twenty-four (24) Units, which contain a maximum of 1,408 square feet and a minimum of 1,050 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms.

(e) Phase 5 shall consist of one (1) building consisting of a maximum of thirty (30) Units and a minimum of twenty-four (24) Units, which contain a maximum of 1,408 square feet and a minimum of 1,050 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms.

(f) Phase 6 shall consist of one (1) building consisting of a maximum of thirty (30) Units and a minimum of twenty-four (24) Units, which contain a maximum of 1,408 square feet and a minimum of 1,050 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms.

(g) Phase 7 shall consist of one (1) building consisting of a maximum of thirty (30) Units and a minimum of twenty-four (24) Units, which contain a maximum of 1,408 square feet and a minimum of 1,050 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms.

(h) Phase 8 shall consist of one (1) building consisting of a maximum of thirty (30) Units and a minimum of twenty-four (24) Units, which contain a maximum of 1,408 square feet and a minimum of 1,050 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms.

(i) Phase 9 shall consist of one (1) building consisting of a maximum of thirty (30) Units and a minimum of twenty-four (24) Units, which contain a maximum of 1,408 square feet and a minimum of 1,050 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms.

(j) Phase 10 shall consist of one (1) building consisting of a maximum of thirty (30) Units and a minimum of twenty-four (24) Units, which contain a maximum of 1,408 square feet and a minimum of 1,050 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms.

(k) Phase 11 shall consist of one (1) building consisting of a maximum of thirty (30) Units and a minimum of twenty-four (24) Units, which contain a maximum of 1,408 square feet and a minimum of 1,050 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms.

(j) Phase 12 shall consist of one (1) building consisting of a maximum of thirty (30) Units and a minimum of twenty-four (24) Units, which contain a maximum of 1,408 square feet and a minimum of 1,050 square feet, a maximum of three (3)

bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms.

(l) Phase 13 shall consist of one (1) building consisting of a maximum of thirty (30) Units and a minimum of twenty-four (24) Units, which contain a maximum of 1,408 square feet and a minimum of 1,050 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms.

(m) Phase 14 shall consist of one (1) building consisting of a maximum of thirty (30) Units and a minimum of twenty-four (24) Units, which contain a maximum of 1,408 square feet and a minimum of 1,050 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms.

(n) Phase 15 shall consist of one (1) building consisting of a maximum of thirty (30) Units and a minimum of twenty-four (24) Units, which contain a maximum of 1,408 square feet and a minimum of 1,050 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms.

(o) Phase 16 shall consist of one (1) building consisting of a maximum of thirty (30) Units and a minimum of twenty-four (24) Units, which contain a maximum of 1,408 square feet and a minimum of 1,050 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms.

The style, elevations and layouts of the buildings which may be added to the Condominium may be substantially different from the other buildings in the Condominium. The Developer reserves the right to modify the plot plans for Phases 2 through 16 to allow the Developer the flexibility of varying the type and size of floor plans to be used in each of the buildings of Phase 2 through Phase 16, including but not limited to varying the type, style, location and size of the buildings in such Phases. The Developer specifically reserves the right to make non-material changes to the legal description of each Phase, provided, however, that those items required to be included in the original Declaration shall be approved in accordance with that Section.

Such buildings and units may differ as follows:

(i) Size of buildings and units.
(ii) Location and configuration of buildings.
(iii) Elevations of lands and buildings.
(iv) Design of buildings and units.
(v) Configuration of units within buildings.
(vi) Building materials.

(vii) Height of buildings.
(viii) Number of units, number of units per building and number of buildings.
(ix) Location of easements.
(x) Changes in parking and landscaped areas.
(xi) Price.
(xii) Number of bathrooms and bedrooms in units.
(xiii) Number of phases.
(xiv) Unit type.
(xv) Estimated completion date of each building provided the same complies with F.S. 718.403(1).

1.6 Each Unit's percentage ownership in the Common Elements shall be equal to all other Units. Each Unit shall own a percentage ownership in the Common Elements, Common Surpluses and obligation for Common Expenses, represented by a fraction, the numerator of which shall be one (1) and the denominator of which shall be the total number of Units declared to Condominium ownership in the Condominium, as set forth on Exhibit "B" attached hereto.

1.7 Each Unit is entitled to one (1) vote in the Association. The ownership in the Association attributable to each Unit would be that Unit's percentage ownership, as set forth in paragraph 1.6. If any phase or phases are not developed and added as part of this Condominium, said percentage shall remain as provided in paragraph 1.6 for the phases built and submitted to the condominium form of ownership. If one or more phases are not built, the Units which are built are entitled to one hundred (100%) percent of ownership of all the Common Elements within the phases actually developed and added as part of the Condominium.

1.8 The Developer shall notify owners of existing Units of the commencement of, or decision not to add, one or more additional phases. Notice shall be by first class mail addressed to each owner at the address of the Unit or at their last known address.

1.9 The Developer is not required to convey any additional land or facilities to the Condominium after the completion of the first phase, nor is the Developer obligated to construct the subsequent phases.

1.10 Time share estates shall not be a part of this Condominium.

1.11 During the construction of this Condominium and any additional phase, the Developer, except for Units which have been conveyed to a Unit Owner, shall have the right to use any portion of the Condominium Property, including the Common Elements, for the construction, marketing and sale of Units.

1.12 Additional Phases may be added to this Condominium by the execution of an amendment to this Declaration by the Developer only, and such Amendment shall

not require the execution or consent of any Unit Owners other than the Developer. Such phases may be added out of sequence.

1.13 No additional Phases may be added to the existing Condominium without the prior written consent of HUD, VA and FNMA, if applicable. Such consent will not be withheld if the Phase to be added substantially conforms to a plan of expansion which has been fully described in this Declaration.

1.14 Developer shall convey all Common Elements to the Unit Owners or the Association no later than the completion of the final phase to be added to this Declaration.

1.15 The Common Elements may not be subject to a lease between the Association and another party.

2. DEFINITIONS

The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and Bylaws of the Association, shall be defined in accordance with the provisions of the Condominium Act, and as follows unless the context otherwise requires:

2.1 All other definitions except as set forth herein shall be determined by the definitions set forth in Florida Statute 718.103 as written as of the date of recording of this Declaration.

2.2 Assessment means a share of the funds which are required for the payment of common expenses, which from time to time is assessed against the Unit Owner.

2.3 Association means WYNDHAM PALMS CONDOMINIUM ASSOCIATION, INC., a corporation not for profit, and its successors, and as further defined in Florida Statute §718.103(2).

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

2.5 Board of Administration means the Board of Directors or other representative body which is responsible for administration of the Association.

2.6 Bylaws means the Bylaws of the Association as they exist from time to time.

2.7 Committee means a group of Board members, Unit Owners, or Board members and Unit Owners appointed by the Board or a member of the Board to make recommendations to the Board regarding the Association budget or take action on behalf of the Board.

2.8 Common Elements shall include:

(a) All of those items stated in the Condominium Act at Florida Statute §718.108.

(b) Tangible personal property deemed proper by the Association for the maintenance and operation of the Condominium, even though owned by the Association.

(c) All Condominium Property not included in the Units, including but not limited to the mitigation areas and surface water management system.

2.9 Common Expenses shall include:

(a) Expenses of administration and management of the Association and of the Condominium Property.

(b) Expenses of maintenance, operation, repair or replacement of the Common Elements, Limited Common Elements, and of the portions of Units to be maintained by the Association.

(c) The costs of carrying out the powers and duties of the Association.

(d) Expenses declared Common Expenses by the provisions of this Declaration or by the Bylaws of the Association or the Condominium Act, or by Florida Statute.

(e) Any valid charge against the Condominium Property as a whole.

(f) Rentals, membership fees, operations, replacements, and other expenses of lands or possessory interests in lands purchased by the Association pursuant to Florida Statute 718.111 and Florida Statute 718.114, 1995.

(g) Assessments charged the Association or costs incurred in the operation, maintenance and repair of the surface water or stormwater management system as permitted by the South Florida Water Management District, including but not limited to lakes, retention areas, water management areas, ditches, canals, culverts, drainage structures, drainage easements and related appurtenances, and including maintenance of the mitigation areas.

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

2.11 Condominium Parcel is a Unit, together with the undivided share in the common elements which is appurtenant to the Unit.

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

2.13 Conservation Area or Conservation Easement Areas shall mean and refer to all of such areas so designated upon the Plat of FANTASY HEIGHTS, and so described in the legal description of said property in Exhibit "A" attached hereto.

2.14 Developer means a person who creates a condominium or offers condominium parcels for sale or lease in the ordinary course of business, but does not include an owner or lessee of a Condominium Unit who has acquired his Unit for his own occupancy.

2.15 Institutional Mortgagee means a bank, life insurance company, savings and loan association, savings bank, real estate investment trust, and the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, or any institution under the conservatorship or receivership of the Resolution Trust Corporation or Federal Deposit Insurance Corporation or any such affiliate who shall have a first mortgage on the Condominium Parcel.

2.16 Limited Common Elements means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units, as specified herein.

2.17 Master Association means WYNDHAM PALMS MASTER COMMUNITY ASSOCIATION, INC., a corporation not for profit, and its successors, and as further defined in Florida Statute §718.103(2).

2.18 Operation or Operation of the CONDOMINIUM means and includes the administration and management of the Condominium Property.

2.19 Special Assessment means any assessment levied against Unit Owners other than the assessment required by a budget adopted annually.

2.20 Surface Water or Stormwater Management System means a system which is designed and constructed or implemented to control discharges which are

necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

2.21 Transient Tenant shall mean and refer to any person or entity to which a Unit is rented or leased for a period of less than six months

2.22 Unit means a part of the Condominium Property which is subject to exclusive ownership.

2.23 Unit Owner or Owner of a Unit means the owner of a Condominium Parcel.

2.24 Utility Services shall include but not be limited to electric power, gas, water, telephone, air conditioning, garbage and trash disposal, sewers, and cable television, together with all other public service and convenience facilities. Each Unit Owner shall be responsible for the payment of its telephone, electric and cable services. All other utilities shall be the responsibility of the Association, and shall be a Common Expense.

2.25 Voting Certificate means a document which designates one of the record title owners, or the corporate, partnership, or entity representative, who is authorized to vote on behalf of a Condominium Unit that is owned by more than one owner or by any entity.

2.26 Voting Interest means the voting rights distributed to the Association members pursuant to Florida Statute 718.104(4)(i).

3. EXHIBITS

Exhibits attached to this Declaration of Condominium shall include the following:

3.1 Exhibit "A" - The legal description of the land owned by the Developer and proposed to be included in the Condominium form of ownership and a Survey of the land showing all existing easements and a graphic description of the improvements in which Units are located and a plot plan thereof which together with the Declaration are in sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions, and identification of each Unit by number so that no Unit bears the same designation as any other Unit.

(a) Exhibit "A-1" - The legal description of the land described as Phase 1 and submitted by this Declaration to the Condominium form of ownership and a Survey of the land showing all existing easements and a graphic description of the improvements in which Units are located and a plot plan

thereof which together with the Declaration are in sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions, and identification of each Unit by number so that no Unit bears the same designation as any other Unit.

(b) Exhibit "A-2" through "A-16" - The legal descriptions for the balance of the phases which may be dedicated by subsequent amendments and identified as Phases 2 through Phase 16, together with a Survey of the land showing all existing easements and a graphic description of the improvements in which Units are located and a plot plan thereof which together with the Declaration are in sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions, and identification of each Unit by number so that no Unit bears the same designation as any other Unit.

3.2 Exhibit "B" - The percentage ownership schedule of the Common Elements and Common Surplus and Obligation for Common Expenses.

3.3 Exhibit "C" - The Articles of Incorporation of the Association.

3.4 Exhibit "D" - The Bylaws of the Association.

4. EASEMENTS AND RESERVATIONS

Easements are expressly provided for and reserved in favor of the Unit Owners, their lessees, their guests and invitees, and the Association, its successors and assigns, as follows:

4.1 Utilities. Easements are reserved through the Condominium Property as may be required for utility service (including but not limited to cable TV) in order to serve the specific Condominium Property and Condominium Parcel, however, such easements shall be only in accordance with the plans and specifications for the building and improvements, or as the building or improvements are actually constructed, unless approved in writing by the Board of Administration and the affected Unit Owners.

4.2 Encroachments. In the event that any Unit shall encroach upon any of the Common Elements or upon any other Unit for any reason other than the intentional or negligent act of the Unit Owner, or in the event any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of such an encroachment so long as the same shall exist.

4.3 Traffic. A non-exclusive easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, center cores, and other portions of the Common Elements as may be from time to time intended and

designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as may from time to time be paved and or otherwise intended for purposes of ingress, egress and access to the public ways and for such other purposes as are commensurate with need, and such easement or easements shall be for the use and benefit of the Unit Owners of the Condominium Property, and those claiming by, through or under the aforesaid Unit Owners; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property except to the extent that space may be specifically designated and assigned for parking purposes.

4.4 Easements and Reservations for Developer for Ingress, Egress and Utilities. There is reserved in the Developer, its successors and assigns, the right to create utility easements and to install utilities and to use same over and across the land declared to Condominium ownership hereunder for the benefit of the Developer, its successors and assigns. Such right to create and install and use utilities shall not encumber or encroach upon any Unit or impair the exclusive use and ownership of any Unit. Such use of the lands for utilities shall be established as five feet (5') on either side of the actual installed improvement. In addition, the Board of Administration by a vote of a majority of all of the Directors shall have the power and authority to move, grant, terminate or convey easements to appropriate authorities, entities or persons, public or private, for such utilities. There is reserved in the Developer the right of ingress and egress over all of the Condominium

4.5 Reservation in the Developer to Use Facilities for Sale, Marketing, and Advertising of Units. It is contemplated that the Developer will construct and market all Units. There is hereby reserved in the Developer, its successors and assigns, the right to use the Units and all Common Elements for the marketing, sale, and advertising of all Units constructed. This reservation is made notwithstanding the use restrictions set forth in Paragraph 12, and such reservation is intended insofar as the Developer, its successors and assigns, to be superior to such use restriction in Paragraph 12. Such reservation shall continue for so long as the Developer, its successors and assigns, shall own Units held for sale to the public.

4.6 Easement through Interior Walls. The Association and adjoining Unit Owners shall have easements in and through all interior walls as necessary for the installation, maintenance and repair of pipes, wires and other conduits within said walls, as required to provide utilities services to Units in the Condominium. Any damage to a wall in gaining access to any such conduit shall be repaired by the person or entity responsible for repairing the conduit in question.

4.7 Permits, Licenses and Easements over Common Elements. The Association shall have the right to grant permits, licenses and easements over the Common Elements for utilities, roads and other purposes necessary for the operation of the Condominium.

4.8 Easement for Access and Drainage over the Surface Water or Stormwater Management System. The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water or Stormwater Management System for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of the Condominium Property which is a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the South Florida Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the South Florida Water Management District.

5. UNIT BOUNDARIES

Each Unit shall include that part of the structure containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

5.1 The Upper and Lower Boundaries of the Unit shall be the following boundaries extended to an intersection with the parametrical boundaries:

(a) Upper Boundaries - The lowest surface of the unfinished ceilings of the Unit.

(b) Lower Boundaries - The lowest surface of the unfinished floors of the Unit.

5.2 The Parametrical Boundaries of the Unit shall be the vertical planes established by the unfinished interior of the walls, doors and windows bounding the Unit extending to the intersections with each other and with the upper and lower boundaries; and where there is attached to the Unit a patio or balcony and so designated on the Plat, it shall not be considered a part of the Unit to which it is attached and shall be considered a limited common element for the exclusive use of the Unit to which it is attached.

5.3 Each Unit shall be identified by the use of a letter, number, or any combination thereof, all of which are graphically described in Exhibit "A" attached hereto and made a part hereof.

6. APPURTENANCES TO UNITS

6.1 The Owner of each Unit shall own an undivided share and interest in the Condominium Property, which shall include an undivided share in the Common Elements and Common Surplus, the exclusive right to use the portion of the Common

Elements as provided herein, the easements herein provided, and the right of exclusive use of his Unit subject to the rights of the Association, which his Unit is a part, which share and interest shall be appurtenant to the Unit, said undivided interest in the Condominium Property and the Common Elements and Common Surplus being as designated and set forth in Exhibit "B" attached hereto and made a part hereof.

6.2 Limited Common Elements

(a) Automobile Parking Space. The Parking Spaces shall be a Limited Common Element. The Developer reserves the right to assign Parking Spaces. In the event a specific Parking Space is assigned in connection with the sale of a Unit by the Developer, the right to the exclusive use of the said designated Parking Space shall pass as an appurtenance to the Unit, and shall be evidenced by an "Assignment of Use" separate from the deed, and the Association shall not thereafter reassign or change the said Unit Owner's Parking Space without the Unit Owner's written consent, provided, further, said Unit Owner shall not transfer or assign use of the said Parking Space except in connection with the sale or transfer of the Condominium Unit. Each Unit shall be assigned one parking space, which shall be a Limited Common Element.

(b) Covered Patios and/or Balconies. The patios and balconies appurtenant to a Unit are Limited Common Elements of the Units having direct and exclusive access thereto.

(c) Air Conditioning and Heating Units. That portion of the air conditioning and heating unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.

6.3 Air Space. An easement for the use of the air space appurtenant to a Unit as it exists at any particular time and as the Unit may lawfully be altered from time to time.

7. MAINTENANCE, ALTERATION AND IMPROVEMENT

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

7.1 Units

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

(1) All Common Elements and Limited Common Elements, except as provided in paragraph (b)(1).

(2) All portions of a Unit contributing to the support of the building, except interior surfaces, which portions shall include but not be limited to load-bearing columns, load-bearing walls and roofs.

(3) All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services contained in the Unit.

(4) All incidental damage caused to a Unit by reason of maintenance, repair and replacement accomplished pursuant to the provisions of 7.1(a) (1), (2), and (3) above.

(5) Exterior Windows. The Association shall periodically clean the exterior windows and repair any leaks which are not accessible to the Unit Owner.

(6) Surface Water or Stormwater Management System, including but not limited to work within retention areas, drainage structures and drainage easements. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the South Florida Water Management District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted or, if modified, as approved by the South Florida Water Management District.

(b) By The Unit Owner. The responsibility of the Unit Owner for maintenance, repair and replacement shall be as follows:

(1) To maintain, repair and replace at the Unit Owner's expense all portions of the Unit, including but not limited to, the water heater, air handlers and the air conditioning and heating unit which services the Unit Owner's Unit, including, but not limited to, that portion of the air conditioning and heating unit which is designated as a Limited Common Element. Included within the responsibility of the Unit Owner shall be all windows, screens and doors opening into or onto the Unit, sliding glass doors opening into or onto the Unit, carpeting, electrical fixtures and appliances in the Units, non-supporting walls and partitions, all contents of the Unit and built-in cabinets in the Units. All such maintenance, repair and replacement shall be done without disturbing the rights of other Unit Owners and shall be of a design, quality specification and decor consistent with the Condominium Property.

(2) A Unit Owner shall not modify, alter, or otherwise decorate or change the appearance, decor or demeanor of any portion of the Condominium Property, windows, window and door coverings, doors, or screens, nor shall any Unit Owner attach any thing or fixture to the Condominium Property or exterior of the Unit without the prior approval, of the owners of record of seventy-five percent (75%) of the

Units, and the prior approval of seventy-five percent (75%) of the Board of Directors of the Association.

(3) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

(4) In the event a Unit Owner shall enclose the patio or balcony attached to his Unit, then, notwithstanding that the patio or balcony is considered a Limited Common Element, the Unit Owner shall nevertheless be responsible for the cost, repair, maintenance and replacement of any enclosure on the patio or balcony and also the costs incurred should the Association be required to repair the patio or balcony or any of its structure and, in the process of such repair, such enclosure or additions installed by the Unit Owner are destroyed or harmed.

7.2 Parking Spaces. The Association shall maintain and repair at the Association's expense all parking spaces, including those which have been assigned as an appurtenance to a Unit.

7.3 Alteration and Improvement. After the completion of the improvements included in the Condominium Property which are contemplated in this Declaration, there shall be no material alteration or substantial additions to the Common Elements or to the real property which is Association property without the prior approval of seventy-five (75%) percent of the total voting interests of the Association. The cost of such alteration or improvement shall be a Common Expense and so assessed. Any such alteration or improvement shall not interfere with the rights of any Unit Owner respecting the use of his Unit without his consent.

7.4 Hurricane Shutters; Balcony Enclosure. The Board shall establish and adopt specifications for the installation, maintenance, repair and replacement of hurricane shutters, balcony enclosures and such other alterations as it deems appropriate. As such alterations are made by a Unit Owner, they must be in accordance with such specifications. The maintenance, repair and replacement of such alterations shall be the responsibility of the Unit Owner, including the obligation to insure.

7.5 Window Treatment. All window treatment must have an exterior appearance of white when viewed from the exterior of the building.

8. ASSESSMENTS AND COMMON EXPENSES

8.1 Common Expenses. Each Unit Owner shall be liable for the share of the Common Expenses in the same percentage as is shown on Exhibit "B".

8.2 Assessments. The making and collection of Assessments against each Unit Owner for common expenses, and for reserves as may from time to time be

established by the Association, shall be pursuant to the Bylaws of the Association, subject to the following provisions:

(a) Interest and Late Charge: Application of Payments. Assessments and installments on such assessments paid on or before the date when due, shall not bear interest, but all sums not paid on or before the date when due shall bear interest at the rate of eighteen (18%) percent per annum from the date when due until paid and there shall also be assessed as an Administrative late fee of 5% of the sum due but, not to exceed $25.00. All payments on accounts shall be first applied to interest accrued by the Association, then to any Administrative late fee, then to costs and attorney's fees, and then to the delinquent assessment payment first due.

(b) Lien For Assessments. The Association shall have a lien against each Condominium Parcel for any unpaid assessments, including interest, costs and reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated. The said liens may be recorded among the Public Records of the County where located by filing a claim therein which states the description of the Condominium Parcel, the name of the record owner, the name and the address of the Association, the amount due and the due dates, and said lien shall continue in effect until all sums secured by the lien shall have been paid or one (1) year from the recording of said lien, whichever shall first occur, unless within the one (1) year period an action to enforce the lien is commenced in a court of competent jurisdiction. Such claims of lien shall be executed and acknowledged by an officer of the Association, or by an authorized agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. A Unit Owner, regardless of how his title has been acquired, including a purchaser at a judicial sale, is liable for all assessments which come due while he is the Unit Owner. The grantee is jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of transfer of title, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. A first mortgagee who acquires title to the Unit by foreclosure or by deed in lieu of foreclosure is liable for the unpaid assessments in accordance with Florida Statutes §718.116 as Amended.

8.3 Collection. Assessments shall be due and payable upon conveyance of the first Unit from the Developer to its purchaser. The Association shall have the power and authority to charge, assess and collect all fees, charges and assessments allowed by this Declaration, Florida law, the Articles or Bylaws from Unit Owners and shall be entitled to use such remedies for collection as are allowed by this Declaration, Articles, Bylaws and the laws of the State of Florida. All Units shall be allocated full assessments no later than sixty (60) days after the first Unit is conveyed.

8.4 Lien for Easements. The obligation for the care, replacement, maintenance and repair of any easement which is a part of the Condominium Property

or appurtenant to the Condominium Property shall be a Common Expense shared by the Unit Owners in the same proportion as a Common Expense for which there shall be a lien established in accordance with paragraph 8.2(a) and (b) herein.

8.5 Subordination of Lien. Any lien for delinquent common expense assessments or other charges that the Association has on a Unit will be subordinate to a first mortgage on the Unit, if the mortgage was recorded before the delinquent assessment was due.

9. ASSOCIATION

The operation of the Condominium shall be by the Association, which shall fulfill its functions pursuant to the following provisions:

9.1 Membership and Voting Rights in Association. Membership of each Unit Owner in the Association is mandatory and shall be acquired pursuant to the provisions of the Articles of Incorporation and Bylaws of the Association. The interest of each Unit Owner in the funds and assets held by the Association shall be in the same proportion as the liability of each such Owner for common expenses. Each Unit shall be entitled to one vote in the Association.

9.2 Articles of Incorporation. A copy of the Articles of Incorporation of the Association, which sets forth its powers and duties, is attached as Exhibit "C" and made a part hereof.

9.3 Bylaws. A copy of the Bylaws of the Association is attached as Exhibit "D" and made a part hereof.

9.4 Restraint upon assignment of shares and assets. The Unit Owner's share in the funds and assets of the Association cannot and shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

9.5 Association Name. The Association shall be named as provided in Paragraph 2.3 herein and shall be a corporation not for profit.

9.6 Purchase or Lease of Properties. The Association shall have the power and authority to purchase real estate, leaseholds or possessory interest therein, including memberships pursuant to Florida Statute §718.111 and §718.114.

9.7 Association's Access to Units. The Association shall at all times have the right to enter the Condominium Units and Limited Common Elements at reasonable times for the purposes of gaining access to the Common Elements and Limited Common Elements for the maintenance, repair or replacement of the Condominium Property other than the Units, or to abate emergency situations which threaten damage to the Condominium Property other than the Unit entered. Each Unit Owner shall be

required to keep on file with the Association, a key or keys that will allow access to the Unit in the event of emergency. Said keys shall be accessible only by designated individuals in an emergency situation.

9.8 Right of Action. The Association and any aggrieved Unit Owner has the right of action against Unit Owners who fail to comply with the provisions of the Condominium's documents or the decisions made by the Association.

10. INSURANCE

The insurance other than title insurance that shall be carried upon the Condominium Property and the property of the Unit Owners shall be governed by the following provisions:

10.1 Authority to purchase; named insured. All insurance policies upon the Condominium Property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the Unit Owners, without naming them, and as agent for their mortgagees. Provisions shall be made for the issuance of the mortgagee endorsements and memoranda of insurance to the mortgagees of Unit Owners. Such policies shall provide that payments by the insurer for losses shall be made to the Association or the insurance Trustee designated below, and all policies and their endorsements shall be deposited with the Association or the insurance trustee as set forth herein.

10.2 Personal Property of Unit Owner. Unit Owners should obtain coverage at their own expense upon their personal property and improvements within their Unit not covered by the Association and for their personal liability and living expense and such insurance shall not be the responsibility of the Association.

10.3 Coverage

(a) Casualty. All buildings and improvements upon the Condominium Property shall be insured in an amount equal to the 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 shall be determined annually by the Board of Directors of the Association. 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.

(3) Hazard policies issued to protect condominium buildings shall provide that the word "building", wherever used in the policy, shall include, but shall not necessarily be limited to fixtures, installations or additions comprising that part of the building within the unfurnished interior surfaces of the perimeter walls, floors and ceilings of the individual Units initially installed or replacements thereof, of like kind and quality, in accordance with the original plans and specifications or as existed at the time the Unit was initially conveyed if the original plans and specifications are not available. However, the word "building" shall not include Unit floor coverings, wall coverings or ceiling coverings, and shall not include electrical fixtures, appliances, air conditioning and heating equipment, water heaters or built in cabinets required to be replaced or repaired by the Unit Owner. With respect to the coverage provided by this paragraph, the Unit Owner shall be considered as an additional insured under the policy.

(b) Public Liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired vehicles, owned, and non-owned vehicle coverage, and with cross liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner.

(c) Worker's Compensation insurance to meet the requirements of law.

(d) Flood Insurance, where required by federal or other regulatory authority.

(e) Liability Insurance for its officers and directors or persons who are in control or disburse funds of the Association.

(f) Such other insurance that Board of Directors of the Association shall determine from time to time to be desirable.

10.4 Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

10.5 Insurance Trustee; Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association or a named Insurance Trustee (hereinafter referred to as the Insurance Trustee), as Trustee, or to such Trustee in Florida with Trust Powers as may be designated as Insurance Trustee from time to time by the Board of Directors of the Association when required by this Declaration. The selection of the Insurance Trustee is subject to the approval of the institutional mortgagee holding the greatest dollar amount of first mortgages against the Units in the Condominium. The Insurance Trustee shall not be liable for payment of premiums nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes stated herein for the benefit of the Unit Owners and their mortgagees in the

following shares, provided, however, such shares need not be set forth on the records of the Insurance Trustee.

(a) Proceeds on account of damage to Common Elements and Limited Common Elements: An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements and Limited Common Elements appurtenant to the Unit as set forth on Exhibit "B" attached hereto.

(b) Units. Proceeds on account of damage to Units shall be held in the following undivided shares:

(1) When the building is to be restored: For the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, said cost to be determined by the Association.

(2) When the building is not to be restored: An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

(c) Mortgagees. In the event a mortgagee endorsement has been issued to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether 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 of such proceeds made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the mortgagee shall have the right to apply or have applied to the reduction of its mortgage debt any or all sums of insurance proceeds applicable to its mortgaged Unit in any of the following events:

(1) Its mortgage is not in good standing and is in default.

(2) Insurance proceeds are insufficient to restore or repair the building to the condition existing prior to the loss and additional monies are not available for such purpose.

(d) Insurance Trustee. An insurance trustee need not be appointed until there exists a major damage as defined at paragraph 11.1(b)(2) and 11.6(b)(2) or until there shall have been a request by a first mortgagee for such appointment.

10.6 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) All expenses of the Insurance Trustee shall be paid first or provisions made for such payment.

(b) If the damage for which the proceeds are paid is to be repaired or reconstructed the proceeds shall be paid to defray the cost thereof as provided herein. Any proceeds remaining after defraying such cost shall be distributed to the beneficial Owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, any mortgagee of a Unit.

(c) If it is determined in the manner provided herein that the damage for which proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial Owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, the mortgagee of a Unit.

(d) In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their respective shares of the distribution.

10.7 Association as Agent. The Association is hereby irrevocably appointed Agent for each Unit Owner and for each Owner of any other interest in the Condominium Property to adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases upon the payment of a claim.

11. RECONSTRUCTION OR REPAIR AFTER CASUALTY

11.1 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 Elements and Limited Common Elements. If the damaged improvement is a Common Element and/or Limited Common Element then the damaged property shall be reconstructed or repaired, unless it is determined that the Condominium shall be terminated.

(b) Damage.

(1) Lesser damage. If the damaged improvement is a building, and if the Units to which sixty (60%) percent of the Common Elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty, it is determined by agreement that the Condominium shall be terminated.

(2) Major damage. If the damaged improvement is a building, and if Units to which sixty (60%) percent 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, unless within one hundred sixty (160) days after the casualty, the Owners of eighty (80%) percent of the Common Elements agree in writing to such reconstruction or repair.

(c) Certificate. The Insurance Trustee may rely upon a Certificate of the Association made by its President and attested by its Secretary as to whether or not the damaged property is to be reconstructed or repaired.

11.2 Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original building, or in lieu thereof, according to the plans and specifications approved by the Board of Directors of the Association, and if the damaged property is in a building and reconstruction is not substantially in accordance with the original plans and specifications, then, approval by the Owners of not less than eighty (80%) percent of the Common Elements, including the Owners of all damaged Units, together with the approval of the institutional mortgagees holding first mortgages upon all damaged Units, shall be required which approval shall not be unreasonably withheld.

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

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

11.5 Assessments. If it is determined that reconstruction and repair should occur and if the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, 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 all Unit Owners in the case of damage to Common Elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Elements shall be in proportion to the Unit Owner's obligation for Common Expenses.

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

(a) Association. If the total of assessments made by the Association in order to provide funds for the payment of costs of reconstruction and repair that is the responsibility of the Association is more than $500,000.00, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

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

(1) Association - Lesser damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than $500,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association, provided however, that upon request 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) Association - Major damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than $500,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association.

(3) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner shall be paid to the Owner, or if there is a mortgagee endorsement as to the Unit, then to the Owner thereof and the mortgagee jointly, who may use such proceeds as they may agree.

(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 fund is established, such balance shall be distributed to the beneficial Owners of the fund; except, however, that only those portions of a distribution to the beneficial Owners in excess of assessments paid by a Unit Owner to the construction fund shall be made payable to any mortgagee.

(5) Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether sums paid by the Unit Owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or 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 Trustee may rely upon a Certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when a mortgagee is required in this instrument to be named payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a Unit Owner; and further, provided, that when the Association, 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 Association shall be first obtained by the Association prior to the disbursements in payment of costs of reconstruction and repair.

12. USE RESTRICTIONS

The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium exists upon the land:

12.1 Units. This is a residential Condominium, and therefore, each of the Units shall be occupied only as a single family residential private dwelling by no more than six (6) persons in a two bedroom unit and eight (8) persons in a three bedroom unit at any one time. No Unit may be divided or subdivided into a smaller Unit. Subject to the provisions of the Rules and Regulations, small household pets may be kept by Unit Owners within the Units. Such pets may not be kept, bred or maintained for any commercial purpose or in numbers deemed unreasonable by the Board of Directors.

12.2 Common Elements and Limited Common Elements. The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

12.3 Nuisances. No nuisance shall be allowed upon the Condominium Property or within a Unit, 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 Property 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 Unit Owner shall permit any use of his Unit or make any use of the Common Elements that will increase the cost of insurance upon the Condominium Property.

12.4 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or a Unit, 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 or a Unit shall be the same as the responsibility for the maintenance and repair of the property concerned.

12.5 Leasing of Units. Entire Units may be rented provided the occupancy is only by the lessee, his family and guests. No rooms may be rented. A Unit may be leased or rented by the respective Unit Owner thereof to Transient Tenants as well as long-term tenants. The lease of any Unit shall not release or discharge the Owner from compliance with any of his obligations and duties as a Unit Owner. Any such lease shall be in writing and provide that all of the provisions of this Declaration, and Bylaws, and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Unit to the same extent as against a Unit Owner, and a covenant shall exist upon the part of each such tenant or occupant to abide by the Rules and Regulations of the Association, the terms and provisions of the Declaration of Condominium and Bylaws, and designating the Association as the Unit Owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of such covenant, which covenant shall be an essential element of any such lease or tenancy agreement. In the event a Unit is occupied by a person or persons other than the Unit Owner, such Unit Owner shall not be entitled to utilize the recreation facilities of the Condominium during the period of such occupancy.

12.6 Signs. No signs shall be displayed from a Unit or from the Condominium Property except those signs as shall have advance written approval by the Association.

12.7 Prohibited Vehicles. No commercial trucks or vans or other commercial vehicles shall be parked in any parking space except with the written consent of the Board of Directors of the Association, except such temporary parking spaces provided for such purpose as may be necessary to effectuate deliveries to the Condominium, the Association, Unit Owners, or residents. It is acknowledged that there are pickup trucks and vans that are not used for commercial purposes, but are family vehicles. It is not intended that such noncommercial, family vehicles be prohibited. A commercial vehicle is one with lettering or display on it or is used in a trade or business. No campers, recreation vehicles, boats or boat trailers may be parked on the Condominium Property. Motorcycles may be parked on the Condominium Property only with the written consent of the Board of Directors of the Association.

12.8 Regulations. Reasonable Rules and Regulations concerning the use and operation of Condominium Property may be made and amended from time to time by the Board of Directors in the manner provided by its Articles of incorporation and

Bylaws. Copies of such Rules and Regulations and amendments shall be furnished by the Association to all Unit Owners and residents of the Condominium.

12.9 Proviso. Until the Developer has completed all of the contemplated improvements and closed the sale of all of the Units of the Condominium, neither the Unit Owners nor the Association, nor the use of the Condominium Property shall interfere with the completion of the contemplated improvements and the sale of the Units. Developer may make such use of the unsold Units, and Common Elements, as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the property, and the display of signs.

12.10 Children. Children shall be allowed.

12.11 Alteration of Exterior Appearance. No reflective film or other type of window treatment shall be placed or installed on the inside or the outside of any Unit without the prior written consent of the Board of Directors. All such window treatments, if approved, shall have an exterior appearance of white. Any alterations, decorations, repairs or replacements which have an effect on the exterior appearance must be first approved by the Board of Directors.

12.12 Use of Property. No articles shall be hung or shaken from the doors, windows, or balconies, no articles shall be placed upon the outside window sills, or outside of balcony railings of the Units. Balconies are not to be used for storage.

12.13 Charcoal Broilers, etc. Charcoal broilers or small open flame burners or electric grills are not permitted to be used on balconies or any of the Common Elements.

12.14 Storage Areas. All storage must be kept inside the Unit. Fire regulations prohibit the storage of gasoline, paint, or any combustible items presenting a fire hazard. Common Elements cannot be used for storage purposes.

12.15 Refuse. All refuse shall be disposed of with care and in containers intended for such purpose. All trash must be contained in plastic trash bags and secured and placed in trash containers. Trash bags are to be placed in the proper location for pick-up on designated pick up days.

In addition to these specific rules and regulations, the Board of Directors may establish reasonable rules and regulations on its own motion and vote which will govern the use, maintenance, and operation of the Common Elements. Such rules and regulations shall be reasonable and shall be consistent with the maintenance of a high standard and quality use and maintenance of the Common Elements. Such rules and regulations made by the Board of Directors may, in addition to new rules and regulations, clarify these existing rules and regulations. The rules and regulations recited herein may not be amended except by an appropriate vote of the membership.

13. MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, the transfer and leasing of Units by an Owner other than the Developer shall be subject to the following provisions as long as the Condominium exists upon the land:

13.1 Notice to Association of Purchase, Gift, Devise, Inheritance, or Other Transfers. A Unit Owner who has obtained his title by purchase, gift, devise or inheritance, or by any other manner not previously specified, shall give to the Association notice of the acquiring of his title, together with such information concerning the Unit Owner as the Association may reasonably require, and a certified copy of the instrument evidencing the Owner's title.

13.2 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company, savings and loan association, real estate investment trust, or other institution or any institutional lender that acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provision apply to a transfer, sale or lease by a bank, life insurance company, savings and loan association, real estate investment trust, or other institution or institutional lender that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding provided by law, such as but not limited to, execution sale, foreclosure sale, judicial sale or tax sale. Neither shall such provisions apply to the Developer, or any person who is an officer, stockholder or director of the Developer, or to any corporation having some or all of its directors, officers or stockholders in common with the Developer, and any such person or corporation or any limited partner or general partner shall have the right to freely sell, lease, transfer or otherwise deal with the title and possession of a Unit without complying with the provisions of this section, and without the approval of the Association.

13.3 Notice of Lien or Suit.

(a) A Unit Owner shall give notice, in writing, to the Association of every lien upon his Unit other than for authorized mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

(b) Notice of Suit. A Unit Owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his Unit, such notice to be given within five (5) days after the Unit Owner shall receive knowledge or notice thereof.

(c) Failure to Comply. Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

14. PURCHASE OF UNITS BY ASSOCIATION

The Association shall have the power to purchase Units subject to the following provisions:

14.1 Decision. The decision of the Association to purchase a Unit shall be made by its directors, without the necessity of approval by its members except as is hereinafter expressly provided.

14.2 Limitation. If at any time the Association shall be the Owner or agreed purchaser of five (5) or more Units, it may not purchase any additional Units without the prior written approval of seventy-five percent (75%) of the Unit Owners eligible to vote. A Unit Owner whose Unit is the subject matter of the proposed purchase shall be ineligible to vote thereon, provided, however, that the limitations hereof shall not apply to Units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the aggregate of the amounts due by virtue of any and all senior or superior liens against the Unit plus the money due the Association, nor shall the limitation of this Paragraph apply to Units to be acquired by the Association in lieu of foreclosure of such liens if the consideration therefore does not exceed the cancellation of such lien.

15. COMPLIANCE AND DEFAULT

Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and Bylaws and the Rules and Regulations adopted pursuant to those documents, as they may be amended from time to time. Failure of a Unit Owner to comply with such documents and regulations shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act:

15.1 Negligence. A Unit 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 their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.

15.2 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the Bylaws, or the Rules and 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 the proceeding, and recover such reasonable attorneys' fees as may be awarded by any Court, at trial or appellate levels and administrative hearings.

15.3 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the Bylaws or the Rules and Regulations shall not constitute a waiver of the right to do so thereafter.

16. AMENDMENTS

Except as provided herein, this Declaration of Condominium and the Articles and Bylaws of the Association, may be amended in the following manner:

16.1 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 to be considered.

16.2 A resolution for the adoption of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

16.3 A resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by the Unit Owners of the Association. Unit Owners may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than twenty percent (20%) of the Unit Owners. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President, or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the Unit Owners to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Directors and Unit Owners not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, provided such approval or disapproval is delivered to the Secretary at or prior to the meeting. Except as provided herein, such approvals must be either by:

(1) Not less than sixty-six and two-thirds percent (66-2/3%) of the entire membership of the Board of Directors and not less than sixty-six and two-thirds percent (66-2/3%) of the Voting Interest of the Association; or

(2) Not less than sixty-six and two-thirds percent (66-2/3%) of the votes of the entire Unit Owners of the Association; or

(3) In the alternative, an amendment may be made by an agreement signed and acknowledged by 4/5ths of the voting interests in the manner required for the execution of a deed.

16.4 Proviso. Provided, however, that no amendment shall discriminate against any Unit Owner nor against any Unit or class or group of Units, unless the Unit Owners so affected shall consent; and no amendment shall change any Unit nor the share in the Common Elements appurtenant to it nor increase the Owner's share of the Common Expenses, unless the record Owner of the Unit concerned and all record owners of liens on such Unit shall join in the execution of the amendment and unless all the record Owners of all other Units approve the amendment. Any vote to amend the Declaration of Condominium relating to a change in percentage of ownership in the common elements or sharing of the common expense shall be conducted by secret ballot. Nor shall any amendment make any change which would in any way affect any of the rights, privileges, powers and/or options herein provided in favor of or reserved to the Developer, or any person who is an officer, stockholder or director of the Developer, or any corporation having some or all of its directors, officers or stockholders in common with the Developer, unless the Developer or any limited partner or general partner shall join in the execution of such amendment.

16.5 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, and the certificate shall be executed by the President of the Association and attested by the Secretary with the formalities of a deed, and shall be effective upon recordation thereof in the Public Records of the County and State in which the land is situate.

16.6 Surface Water Management System. Any amendment of this Declaration which affect the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior written approval of the South Florida Water Management District. The South Florida Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

16.7 Scrivener's Errors. Prior to the majority election meeting, Developer may amend this Declaration and any exhibits thereto in order to correct a scrivener's error or other defect or omission without the consent of the Owners or the Board of Directors, provided that such amendment does not materially and adversely affect the rights of Unit Owners, lienors or mortgagees. This amendment shall be signed by Developer only and need not be approved by the Association, Unit Owners, lienors or mortgagees, whether or not elsewhere required for amendment, and a copy of the amendment shall be furnished to each Unit Owner, the Association and all listed mortgagees as soon after recordation thereof among the Public Records of the County and State in which the land is situate as is practicable. After the majority election meeting, amendments for the correction of scrivener's errors or other non-material changes may be made by the affirmative vote of two-thirds (2/3) of the Board of Directors and without the consent of the Unit Owners or their mortgagees or lienors.

17. TERMINATION

The condominium may be terminated in the following manners, in addition to the manner provided by the Condominium Act:

17.1 Destruction. If it is determined as provided herein that the building shall not be reconstructed because of major damage, the Condominium plan of ownership shall be terminated by the agreement of Owners who represent at least sixty-seven percent (67%) of the total allocated votes in the Association and by eligible mortgage holders who represent at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible holders. "Eligible mortgage holder" shall mean those who hold a first mortgage on a Unit and who have requested notice, in writing, stating their name, address and the unit number of the mortgaged Unit.

17.2 Agreement. The Condominium may be terminated at any time by the approval in writing of all record Owners of Units and all record owners of liens on Units. Notice of a meeting at which the proposed termination is to be considered shall be given not less than thirty (30) days prior to the date of such meeting. Provided that the approval of Owners of not less than seventy-five percent (75%) of the Common Elements, and the approval of all record Owners of liens upon the Units, are obtained at the meeting or within thirty (30) days thereafter, then the approving Owners shall have an option to buy all of the Units of the Owners not approving of termination, said option to continue for a period of sixty (60) days from the date of such meeting. Approval by a Unit Owner of a Unit, or of a lien encumbering a Unit, shall be irrevocable until expiration of the above-recited option to purchase the Unit of Owners not so approving, and if the option to purchase such Unit is exercised, then such approval shall be irrevocable. The option to purchase the Units not approving of termination shall be exercised upon the following terms:

(a) Exercise of Option. The option shall be exercised by delivery or mailing by registered mail to each of the record Owners of the Units to be purchased an agreement to purchase signed by the record Owners of Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating Owner and shall require the purchase of all Units owned by Owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(b) Price. The sale price for each Unit shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association by appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; 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 the purchaser. In any such action for specific performance the prevailing party shall also be entitled to his reasonable attorneys' fees and costs incurred in connection therewith.

(c) Payment. The purchase price shall be paid in cash, provided, in the event there shall be a pre-existing first mortgage on the Unit, then the purchaser shall have the option of assuming the remaining principal obligation thereof, and that portion of the purchase price which is in excess of such mortgage shall be payable in cash at closing.

(d) Closing. The sale shall be closed within thirty (30) days following determination of the sale price.

17.3 Certificate. Termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying to the facts effecting the termination, said certificate to become effective upon being recorded in the Public Records of the County and State in which the land is situate.

17.4 Shares of Owners after Termination. After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the Common Elements appurtenant to the Owners' Units prior to the termination.

17.5 Surface Water or Stormwater Management System. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the South Florida Water Management District prior to such termination, dissolution or liquidation.

18. DEVELOPER'S RESPONSIBILITY FOR ASSESSMENTS

The Developer guarantees that the assessment for Common Expenses for each Unit of the Condominium which is owned by persons other than Developer shall not increase over the sum of $135.00 per month beginning on the date of recording of the Declaration and continuing until the end of the first calendar year from the date of the recording of the Declaration, or upon transfer of control of the Condominium Association to Unit Owners other than Developer, whichever occurs first, whereupon such guarantee shall terminate. During that period, Developer is excused from any obligation to pay the share of Common Expenses which would have been assessed against Units owned by Developer during such guarantee period, provided Developer shall be responsible for paying the difference between the Condominium Association's

expenses of operation otherwise to be funded by annual assessments and the amount received from Unit Owners, other than the Developer, in payment of the annual assessments levied against their Units.

19. SEVERABILITY

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

20. SUCCESSOR TO DEVELOPER'S INTERESTS

For purposes of this Declaration of Condominium, the term "Developer" shall include the person or entity declaring the property to condominium ownership and any person or entity, including the construction mortgagee, who shall succeed to the Developer's interest in title and ownership, whether by purchase, foreclosure or deed in lieu of foreclosure and such successor shall have all of the rights and privileges of the Developer.

21. RULE AGAINST PERPETUITIES

The rule against perpetuities shall not defeat a right given any person or entity by the Declaration of Condominium for the purpose of allowing Unit Owners to retain reasonable control over the use, occupancy and transfer of Units.

22. JOINDER AND CONSENTS

A person who joins in or consents to the execution of this Declaration of Condominium subjects his interest in the condominium property to the provisions of the Declaration.

23. ENFORCEABILITY

All provisions of this Declaration of Condominium are enforceable equitable servitudes, run with the land and are effective until the Condominium is terminated.

24. PARTITION

The undivided share and the Common Elements which is appurtenant to a Unit shall not be separated from it and shall pass with the title to the Unit, whether or not separately described; the share and the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Units; shares and the Common Elements appurtenant to Units are undivided, and no action for Partition of the Common Elements shall lie.

25. REQUIREMENTS OF FNMA, FHLMC AND HUD

Notwithstanding anything herein to the contrary set forth in this Declaration of Condominium and its attached Exhibits, the following shall prevail and be binding on all Unit Owners, the Developer, and anyone having an interest in the Condominium Property where a lender holds a mortgage upon a Unit in this Condominium and is subject to the Federal Home Loan Mortgage Corp. ("FHLMC"), Federal National Mortgage Association ("FNMA"), U.S. Department of Housing and Urban Development ("HUD"), and/or Veterans Administration ("VA") regulations:

25.1 Any "right of first refusal" contained in the Condominium constituent documents shall not impair the right of a first mortgagee to:

(a) Foreclose or take title to a Condominium Unit pursuant to the remedies provided in the mortgage, or

(b) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor, or

(c) Sell or lease a Unit acquired by the mortgagee.

25.2 Any first mortgagee who obtains title to a Condominium Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the mortgagee, except as required by Florida Statute.

25.3 Except as provided by statute in case of condemnation or substantial loss to the Units and/or common elements of the Condominium Project, unless at least fifty-one percent (51%) of the eligible mortgage holders (based on one vote for each first mortgage owned) in the case of an act materially affecting the rights or interests of the mortgagees, or as otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, such consent of the mortgage holders not to be unreasonably withheld, and by Owners who represent at least sixty-seven percent (67%) of the total allocated votes in the Association (other than the sponsor, Developer, or builder) of the individual Condominium Units have given their prior written approval, Condominium Homeowners Association shall not be entitled to:

(a) By act or omission, seek to abandon or terminate the Condominium Project;

(b) Change the pro-rata interest or obligations of any individual Condominium Unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro-rata share of ownership of each Condominium Unit and the Common Elements;

(c) Partition or subdivide any Condominium Unit, or the exclusive easement rights appertaining thereto;

(d) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements or Limited Common Elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements for the Condominium Project shall not be deemed a transfer within the meaning of this clause.);

(e) Use hazard insurance proceeds for losses to any Condominium Property (whether to Units or to Common Elements) for other than the repair, replacement or construction of such Condominium Property substantially in accordance with the original plans and specifications and this Declaration;

(f) Change the voting rights appertaining to any Unit;

(g) Amend any provisions of the Declaration, Articles or Bylaws which are for the express benefit of holders or insurers or first mortgages on Units;

Notwithstanding the foregoing, if an eligible mortgage holder fails to respond to any written proposal within thirty (30) days after it receives proper notice of the proposal, provided that notice was delivered by registered or certified mail with a return receipt requested, implied approval may be assumed.

25.4 All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual Condominium Units and not to the Condominium Project as a whole.

25.5 No provision of the Condominium constituent documents gives a Condominium Unit Owner, or any other party, priority over any rights of the first mortgagee of the Condominium and Unit pursuant to its mortgage in the case of a distribution to such Unit Owner or owner of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or common elements.

25.6 If the Condominium Project is on a leasehold estate, the Condominium Unit lease is a lease or a sublease of the fee, and the provisions of such lease comply with FHLMC requirements.

25.7 All amenities (such as parking and service areas) are a part of the Condominium Project and are covered by the mortgage at least to the same extent as are the common elements. All such common elements and amenities are fully installed, completed and in operation for use by the Condominium Unit Owners. If such amenities are not common or special elements under the Condominium Project, but are part of a PUD, of which the Condominium Project is a part, such an arrangement is acceptable provided that the warranties applicable to PUD units are all satisfied, or waivers obtained.

25.8 Unless waived pursuant to Section 718.112(2)(f) Florida Statutes, condominium dues or charges shall include an adequate reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments.

25.9 The Association may cancel, without penalty or cause, any contract or lease made by it before Unit Owners, other than the Developer, assume control of the Association, upon written notice to the other party.

25.10 Upon written request, the Association shall furnish the following notices to the holder, insurer or guarantor of any mortgage of any unit in the condominium:

(a) Notice of any condemnation or casualty loss that affects a material portion of the condominium property or the applicable unit.

(b) Notice of any delinquency and the payment of the assessments or charges more than sixty (60) days past due as to the applicable unit.

(c) Notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Notice of any proposed action which would require the consent of a percentage of mortgage holders.

25.11 Notwithstanding anything herein set forth in this Declaration of Condominium for purposes of this Declaration, the term "institutional mortgagee" shall be construed to include the Federal Home Loan Mortgage Corp. and Federal National Mortgage Association.

25.12 The Association shall purchase and maintain policies of insurance and fidelity bond coverage in accordance with requirements under Chapter 7, Article VIII of

FNMA Selling Guide, Insurance Requirements, and the requirements of Chapter 718.111(11)(d) Florida Statutes, as Amended.

25.13 Amendments of a material nature must be agreed to by Owners who represent at least sixty-seven percent (67%) of the total allocated votes in the Association and in the case of an amendment materially affecting the rights or interests of the mortgagees, or as otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, by eligible mortgage holders who represent at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible holders. Such consent of the mortgage holders may not be unreasonably withheld. A change to any of the provisions governing the following would be considered as material:

* voting rights;

* increases in assessments that raise the previously assessed amount by more than 25%, assessment liens, or the priority of assessment liens;

* reductions in reserves for maintenance, repair and replacement of Common Elements;

* responsibility for maintenance and repairs;

* reallocation of interests in the Common Elements or Limited Common Elements, or rights to their use;

* redefinition of any Unit boundaries;

* convertibility of Units into Common Elements or vice versa;

* expansion or contraction of the Condominium, or the addition, annexation, or withdrawal of property to or from the Condominium;

* hazard or fidelity insurance requirements;

* imposition of any restrictions on the leasing of Units;

* imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;

* a decision by the Association to establish self-management if professional management had been required previously by an eligible mortgage holder;

* restoration or repair of the Condominium (after damage or partial condemnation) in a manner other than that specified in the Declaration; or

* any provisions that expressly benefit mortgage holders, insurers, or guarantors.

25.14 The Unit Owner shall have a perpetual, unrestricted right of ingress and egress to his or her Unit, such right to pass with the Unit as transfers of ownership of the Unit occur. Any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of an individual interest in the Common Elements shall be void unless the Unit to which that interest is allocated is also transferred.

26. CONSERVATION EASEMENT AREAS

26.1 The Conservation Easement Areas shall and are hereby declared to be subject to a Conservation Deed Restriction in favor of the Developer, its successors and assigns, for the purpose of retaining and maintaining the Conservation Easement Areas in their predominantly natural condition as a wooded water recharge, detention and percolation and environmental conservation area. In furtherance of this Conservation Easement, each of the following uses of the Conservation Easement Areas are hereby prohibited and restricted without the prior written consent of the South Florida Water Management District, to wit:

(a) The construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or any other structures and improvements on or above the ground; and

(b) The dumping or placing of soil or other substances or materials as landfill or the dumping or placing of trash, waste or unsightly or offensive materials; and

(c) The removal or destruction of trees, shrubs or other vegetation from the Conservation Easement Areas; and

(d) The excavation, dredging or removal of loam, peat, gravel, rock, soil, or other material substance in such a manner as to affect the surface of the Conservation Easement Areas; and

(e) Any use which would be detrimental to the retention of the Conservation Easement areas in their natural condition; and

(f) Any use which would be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife preservation; and

(g) Acts or uses detrimental to such retention of land or water areas; and

(h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological or cultural significance.

26.2 Conservation Easement Areas hereby created and declared shall be perpetual.

26.3 The Developer, its successors and assigns, and the South Florida Water Management District shall have the right to enter upon the Conservation Easement Areas at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions.

26.4 The Developer and all subsequent owners of any land upon which there is located any Conservation Easement shall be responsible for the periodic removal of trash and other debris which may accumulate on such Easement Parcel.

26.5 The prohibitions and restrictions upon the Conservation Easement Areas as set forth in this paragraph may be enforced by the South Florida Water Management District or the Department of Environmental Protection by proceedings at law or in equity including, without limitation, actions for injunctive relief. The provisions in this Conservation Easement Area restriction may not be amended without prior approval from the South Florida Water Management District.

26.6 All rights and obligations arising hereunder are appurtenances and covenants running with the land of the Conservation Easement Areas, and shall be binding upon, and shall inure to the benefit of the Developer, and its successors and assigns. Upon conveyance by the Developer to third parties of any land affected hereby, the Developer shall have no further liability or responsibility hereunder, provided the deed restrictions including the Conservation Areas are properly recorded.

27. MERGER AND CONSOLIDATION

As provided by Florida Statute 718.110(7), this Condominium shall be entitled to merge or consolidate with any other condominium which may now or hereafter be created for the Units or Residential Dwellings located on the lands set forth on Exhibit "A" attached hereto. Said merger or consolidation shall allow the operation of the project as though it was a single condominium for all matters, including budgets, assessments, accounting, record-keeping and similar matters. In the event of such merger or consolidation, Common Expenses for residential condominiums in such a project being operated by a single Association may be assessed against all Unit Owners in such project pursuant to the proportions or percentages established therefore in the Declarations as initially recorded or in the Bylaws as initially adopted,

subject, however, to the limitations of Florida Statute 718.116 and 718.302. Such merger or consolidation shall be complete upon compliance with 718.110(7).

28. MASTER ASSOCIATION

28.1 The WYNDHAM PALMS MASTER COMMUNITY ASSOCIATION, INC., a Florida non-profit corporation, has been established to administer, operate and maintain certain land and facilities in the Wyndham Palms community for all residents of Wyndham Palms, whether in a condominium form of ownership or otherwise, as more particularly described in the Master Declaration of Covenants, Conditions and Restrictions for Wyndham Palms, recorded in O.R. Book 1720, Page 347, Public Records of Osceola County, Florida, and all amendments thereto, which are made from time to time, all of which are hereinafter collectively referred to as the "Master Declaration". A copy of the Master Declaration and all amendments thereto are attached to the Prospectus for this Condominium as Exhibit 20. Copies of the Articles of Incorporation and Bylaws for the Master Association are attached to the Master Declaration, and shown as Exhibit 21 and 22, respectively, to the Prospectus.

The Master Declaration provides for the Master Association to operate, maintain and repair the Common Area, and any improvements thereon, including, but not limited to any Surface Water Management System (hereinafter referred to as "SWMS"), lakes, retention areas, culverts and/or related appurtenances which may be located within the Properties; to maintain the decorative entranceways to the Properties and streets within the Properties; to maintain and repair the guardhouse, including, without limitation, staffing with security personnel; to maintain and repair the surface of certain walls and fences, if any, bordering the Properties and bordering the streets within the Properties; to maintain, operate, replace and repair any irrigation facilities servicing land which the Association is obligated to maintain, including but not limited to, the grassed or landscaped areas of the Common Area; to pay for the costs of street lighting for Common Areas, streets within the Properties, or other areas designated by the Board of Directors; to enforce covenants, conditions and restrictions as they pertain to Architectural Control; and take such other action as the Association is authorized to take with regard to the Properties pursuant to its Articles of Incorporation and Bylaws, or this Declaration. All of the foregoing shall be used in common by the Unit Owners and other members of the Master Association.

All costs, fees and assessments for which any Unit Owner in this Condominium or the Association may be obligated by virtue of the Master Declaration, this Declaration and any exhibits thereto with regard to the Master Association and the Common Property and other facilities maintained and operated by the Master Association, shall be and are hereby deemed to be a Common Expense of this Condominium.

Membership in the Master Association is mandatory, and each Unit Owner shall automatically become and remain a member of the Master Association as long as the Owner owns a Unit. The Unit Owner's membership shall automatically terminate upon

PREPARED BY AND RETURN TO:
Julius J. Zschau, Esq.
Johnson, Blakely, Pope, Bokor,
Ruppel & Burns, P.A.
911 Chestnut Street
Clearwater FL 33756

LARRY WHALEY
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2000174004 OR 1806/258
BIW Date 11/17/2000 Time 14:42:5

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF WYNDHAM PALMS, A CONDOMINIUM

THIS AMENDMENT is made this 15th day of November, 2000, by PULTE HOME CORPORATION, a Michigan corporation ("Developer") in order to modify the terms of the Declaration of Condominium of Wyndham Palms, a Condominium ("Condominium"), recorded in O.R. Book 1756, at Page 864, of the Public Records of Osceola County, Florida (the "Declaration").

The purpose of this First Amendment is to add to the Declaration the Surveyor's Certificate for the building within the portion of the Condominium described in the Declaration as Phase 1, which is substantially complete. The units and other improvements within and serving the buildings are as set forth in detail on Exhibit "1" attached hereto and made a part hereof. The plot plans, floor plans and elevation drawings shown in Exhibit "1" attached are incorporated into the Declaration as part of Exhibit "A-1" as shown on the attachments. Said building is described in said Exhibit "1" such that there can be determined from said Exhibit, together with the terms of the Declaration and its Exhibits, the location and dimensions of the buildings and the identification, location and dimensions of the common elements serving the building and of each unit therein.

Upon recording of this Amendment, the percentage ownership of the common elements and the allocation of common expenses and common surplus appurtenant to each unit shall be 1/30 percent as to all units.

The Condo exhibit Wyndham Palms Phase 2 is recorded in Condobook 5, page 116 + 117.

2P

LARRY WHALEY
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2000177293 OR 1809/527
DLB Date 11/29/2000 Time 13:39:34

PREPARED BY AND RETURN TO:
Julius J. Zschau, Esq.
Johnson, Blakely, Pope, Bokor,
Ruppel & Burns, P.A.
911 Chestnut Street
Clearwater FL 33756

CORRECTIVE FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF WYNDHAM PALMS, A CONDOMINIUM

THIS CORRECTIVE FIRST AMENDMENT is made this 28th day of November, 2000, by PULTE HOME CORPORATION, a Michigan corporation ("Developer").

WHEREAS, the Declaration of Condominium of Wyndham Palms, a Condominium ("Condominium"), was recorded in O.R. Book 1756, at Page 864, of the Public Records of Osceola County, Florida (the "Declaration"); and

WHEREAS, the First Amendment of Declaration of Condominium of Wyndham Palms, a Condominium, was recorded in O.R. Book 1806, at Page 2585, of the Public Records of Osceola County, Florida (the "First Amendment"); and

WHEREAS, the intent of the First Amendment was to make Phase 2 of the Condominium subject to the jurisdiction of the Declaration, and to subject the property described therein to condominium ownership, as indicated by the Exhibit "1" to the First Amendment; and

WHEREAS, the first page of the First Amendment erroneously referred to Phase 1 of the Condominium;

WHEREAS, paragraph 16.7 of the Declaration reserves the right to amend the Declaration and any exhibits thereto in order to correct a scrivener's error without the consent of the Owners or the Board of Directors;

NOW, THEREFORE, the second paragraph of the First Amendment is revised as follows:

(As used herein, the following shall apply: words in the text which are lined through with hyphens (—) indicate deletions from the present text; words in the text which are double-underlined indicate additions to the present text.)

"The purpose of this First Amendment is to submit to the Condominium the Phase 2 and add to the Declaration the Surveyor's Certificate for the building within the portion of the Condominium described in the Declaration as Phase~~2~~1, which is substantially complete. The units and other improvements within and

ORIGINAL CONDOMINIUM PLATS PERTAINING TO WYNDHAM PALMS PHASE 2 ARE FILED IN CONDOMINIUM BOOK 5, PAGES 116 THROUGH 117, INCLUSIVE, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

serving the buildings are as set forth in detail on Exhibit "1" attached hereto and made a part hereof. The plot plans, floor plans and elevation drawings shown in Exhibit "1" attached are incorporated into the Declaration as part of Exhibit "A-2A-1" as shown on the attachments. Said building is described in said Exhibit "1" such that there can be determined from said Exhibit, together with the terms of the Declaration and its Exhibits, the location and dimensions of the buildings and the identification, location and dimensions of the common elements serving the building and of each unit therein."

Except as expressly set forth above, the First Amendment is hereby ratified and confirmed in its entirety.

IN WITNESS WHEREOF, the Developer has caused this Corrective First Amendment to be executed as of the day and year first above written.

WITNESSES:

Signature

Charles E. Cook
Print name

Signature

Johana Diaz
Print name

PULTE HOME CORPORATION,
a Michigan corporation

By: _____
Jim Leiferman
As: Attorney-In-Fact

Address:
555 Winderley, Suite 420
Maitland, FL 32751

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 28 day of November, 2000, by Jim Leiferman, as Attorney in Fact of PULTE HOME CORPORATION, a Michigan corporation, on behalf of the corporation. He [is personally known to me] [produced _____ as identification] and [did] [did not] take an oath.

LENA KAROLENE CIGAINERO
My Comm Exp. 7/20/2003
No. CC 0856673
[ ] Personally Known [ ] Other ID

Notary Public
Print name: Lena Karolene Cigainero
My commission expires: July 20, 2003

36263.101425
11/29/00 3:53 AM
#201296 v8 - PULTEWYNDHAMAMENDTODEC

LARRY WHALEY 9P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2000178573 OR 1810/52
SKS Date 12/01/2000 Time 10:10:08

PREPARED BY AND RETURN TO:
Julius J. Zschau, Esq.
Johnson, Blakely, Pope, Bokor,
Ruppel & Burns, P.A.
911 Chestnut Street
Clearwater FL 33756

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OF WYNDHAM PALMS, A CONDOMINIUM

THIS AMENDMENT is made this 30th day of November, 2000, by PULTE HOME CORPORATION, a Michigan corporation ("Developer") in order to modify the terms of the Declaration of Condominium of Wyndham Palms, a Condominium ("Condominium"), recorded in O.R. Book 1756, at Page 864, of the Public Records of Osceola County, Florida (the "Declaration").

The purpose of this Second Amendment is to add to the Declaration the Surveyor's Certificate for the building within the portion of the Condominium described in the Declaration as Phase 1, which is substantially complete. The units and other improvements within and serving the buildings are as set forth in detail on Exhibit "1" attached hereto and made a part hereof. The plot plans, floor plans and elevation drawings shown in Exhibit "1" attached are incorporated into the Declaration as part of Exhibit "A-1" as shown on the attachments. Said building is described in said Exhibit "1" such that there can be determined from said Exhibit, together with the terms of the Declaration and its Exhibits, the location and dimensions of the buildings and the identification, location and dimensions of the common elements serving the building and of each unit therein.

Upon recording of this Amendment, the percentage ownership of the common elements and the allocation of common expenses and common surplus appurtenant to each unit shall be 1/60 percent as to all units.

The condo book exhibit for Phase 1 recorded Dec. 1 is recorded in Condo Book 5, pages 120 + 121

IN WITNESS WHEREOF, the Developer has caused this Second Amendment to be executed as of the day and year first above written.

WITNESSES:

Judith L. Duncan
Signature

Judith L. Duncan
Print name

Melissa Theodoropoulos
Signature

Melissa Theodoropoulos
Print name

PULTE HOME CORPORATION,
a Michigan corporation

By: Charles E. Cook
As: Attorney-in-Fact

Address:
555 Winderley, Suite 420
Maitland, FL 32751

STATE OF FLORIDA)

COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 30 day of November, 2000, by Charles E. Cook as Attorney in Fact of PULTE HOME CORPORATION, a Michigan corporation, on behalf of the corporation. He [is personally known to me] [has produced _____ as identification] and [did] [did not] take an oath.

MELISSA THEODOROPOULOS
My Comm Exp. 3/12/2003
No. CC 0812958
X Personally Known [ ] Other I.D.

Melissa Theodoropoulos
Notary Public
Print name: Melissa Theodoropoulos
My commission expires: 3/12/2003

ORIGINAL CONDOMINIUM PLATS PERTAINING TO THE DECLARATION OF CONDOMINIUM ARE FILED IN CONDOMINIUM PLAT BOOK 5, PAGES 113 THROUGH 115, INCLUSIVE, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

36263.101425
11/29/00 4:23 AM
#201296 v3 - PULTEWYNDHAMAMENDTODEC

Wynham Palms

A CONDOMINIUM

CL 2000178573 OR 1810/54

LEGAL DESCRIPTION

PHASE 1

COMMENCE AT THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA, THENCE ALONG THE NORTH LINE OF SAID SECTION 16, SOUTH 89°38'28" WEST A DISTANCE OF 1455.78 FEET; THENCE DEPARTING THE NORTH LINE OF SECTION 16, SOUTH 00°21'32" EAST A DISTANCE OF 837.63 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02°25'02" EAST A DISTANCE OF 73.19 FEET; THENCE SOUTH 23°00'00" WEST A DISTANCE OF 48.24 FEET; THENCE SOUTH 22°00'00" EAST A DISTANCE OF 145.23 FEET TO A POINT ON A NON-TANGENT CURVE, SAID CURVE IS CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 340.00 FEET, AND AN INCLUDED ANGLE OF 44°17'13", (CHORD BEARING SOUTH 22°11'07" WEST, CHORD DISTANCE OF 256.31 FEET), RUN ALONG SAID CURVE A DISTANCE OF 262.80 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°02'30" WEST A DISTANCE OF 17.96 FEET; THENCE NORTH 89°57'30" WEST A DISTANCE OF 81.33 FEET; THENCE NORTH 11°37'31" WEST A DISTANCE OF 68.07 FEET; THENCE NORTH 78°22'29" EAST A DISTANCE OF 30.88 FEET; THENCE NORTH 11°13'55" WEST A DISTANCE OF 259.76 FEET TO A POINT OF CURVATURE, SAID CURVE IS CONCAVE WESTERLY, HAVING A RADIUS OF 350.00 FEET, AND AN INCLUDED ANGLE OF 16°20'20", (CHORD BEARING NORTH 19°24'05" WEST, CHORD DISTANCE OF 99.47 FEET), RUN ALONG SAID CURVE A DISTANCE OF 99.81 FEET TO THE POINT OF REVERSE CURVATURE, SAID CURVE IS CONCAVE EASTERLY, HAVING A RADIUS OF 350.00 FEET, AND AN INCLUDED ANGLE OF 8°43'50", (CHORD BEARING NORTH 23°12'20" WEST, CHORD DISTANCE OF 53.28 FEET), RUN ALONG SAID CURVE A DISTANCE OF 53.33 FEET TO A POINT; THENCE NORTH 78°47'06" EAST A DISTANCE OF 164.13 FEET; THENCE NORTH 85°41'06" EAST A DISTANCE OF 66.79 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.73 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, BRETT MOSCOVITZ, OF ORLANDO, FLORIDA, CERTIFY AS FOLLOWS:

1. I AM A SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA

2. THIS CERTIFICATE IS MADE TO WYNDHAM PALMS, A CONDOMINIUM LOCATED AT SANDHILL ROAD, KISSIMMEE, OSCEOLA COUNTY, FLORIDA AND IN COMPLIANCE WITH SECTION 718.104(4)(E), FLORIDA STATUTES.

3. THE CONSTRUCTION OF THE IMPROVEMENTS DESIGNATED AS PHASE 1 REFERENCED ON THE PLAT RECORDED IN CONDOMINIUM EXHIBIT BOOK PAGE(S) , PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA ("PLAT") WHICH IS ATTACHED AS EXHIBIT A-1 TO THE DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 1 PAGE(S) , PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, (DECLARATION), IS SUBSTANTIALLY COMPLETE SO THAT THE DESCRIPTION OF IMPROVEMENTS AS SHOWN ON THE ATTACHED SHEETS AS PHASE 1 TOGETHER WITH THE PROVISIONS OF THE DECLARATION IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT ON PHASE 1 CAN BE DETERMINED FROM THESE MATERIALS.

BRETT A. MOSCOVITZ
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION #5011

Exhibit "1"

ASM
AMERICAN SURVEYING & MAPPING
320 EAST SOUTH STREET SUITE 100 • ORLANDO, FLORIDA 32801
(407) 426-7979

Wyndham Palms

A CONDOMINIUM

NOTES:

1. The bearing structure shown hereon based on the North line of Section 16, Township 25 South, Range 27 East, Osceola County, Florida, that being South 89°38'28" West.
2. Other easements over and benefiting the Condominium Property have been granted or retained in the Declaration of Condominium of Wyndham Palms Condominium, as amended from time to time. The Developer has reserved the right to grant other easements over the Condominium Property from time to time.

Common Elements Shall Include:

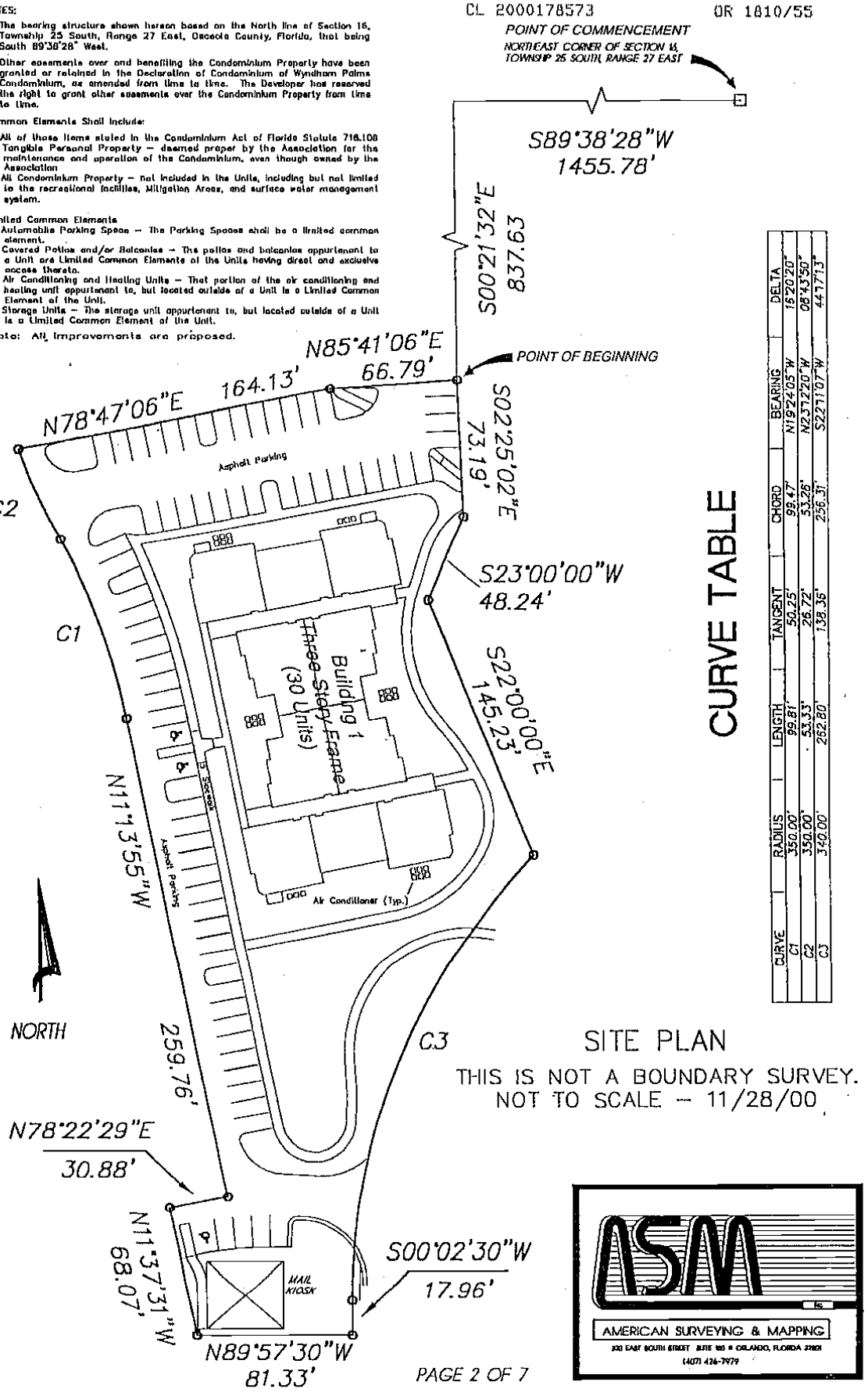
1. All of those items stated in the Condominium Act of Florida Statute 718.108
2. Tangible Personal Property – deemed proper by the Association for the maintenance and operation of the Condominium, even though owned by the Association
3. All Condominium Property – not included in the Units, including but not limited to the recreational facilities, Mitigation Areas, and surface water management system.

Limited Common Elements

1. Automobile Parking Space – The Parking Spaces shall be a limited common element.
2. Covered Patios and/or Balconies – The patios and balconies appurtenant to a Unit are Limited Common Elements of the Units having direct and exclusive access thereto.
3. Air Conditioning and Heating Units – That portion of the air conditioning and heating unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.
4. Storage Units – The storage unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.

Note: All improvements are proposed.

CL 2000178573 OR 1810/55



CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	350.00'	99.81'	50.25'	99.47'	N19°24'05"W	16°20'20"
C2	350.00'	53.33'	26.72'	53.28'	N23°12'20"W	08°43'50"
C3	340.00'	262.80'	138.36'	256.31'	S22°17'07"W	44°17'13"

SITE PLAN

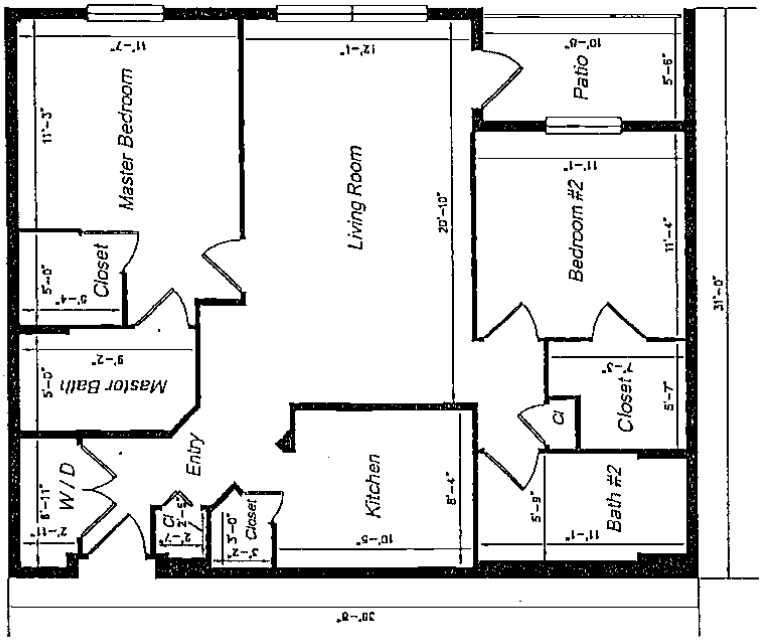
THIS IS NOT A BOUNDARY SURVEY.
NOT TO SCALE – 11/28/00

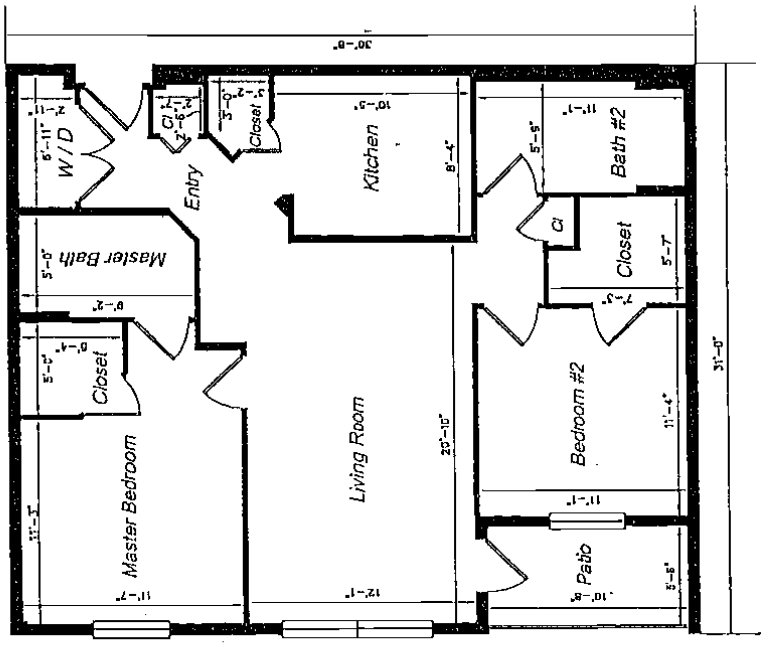
AMERICAN SURVEYING & MAPPING
200 EAST SOUTH STREET SUITE 185 • ORLANDO, FLORIDA 32801
(407) 426-7979

Wyndham Palms

A CONDOMINIUM

CL 2000178573 OR 1810/56





Phase 1

UNIT A – 1

TYPICAL FLOOR PLAN

NOT TO SCALE

ASM

AMERICAN SURVEYING & MAPPING

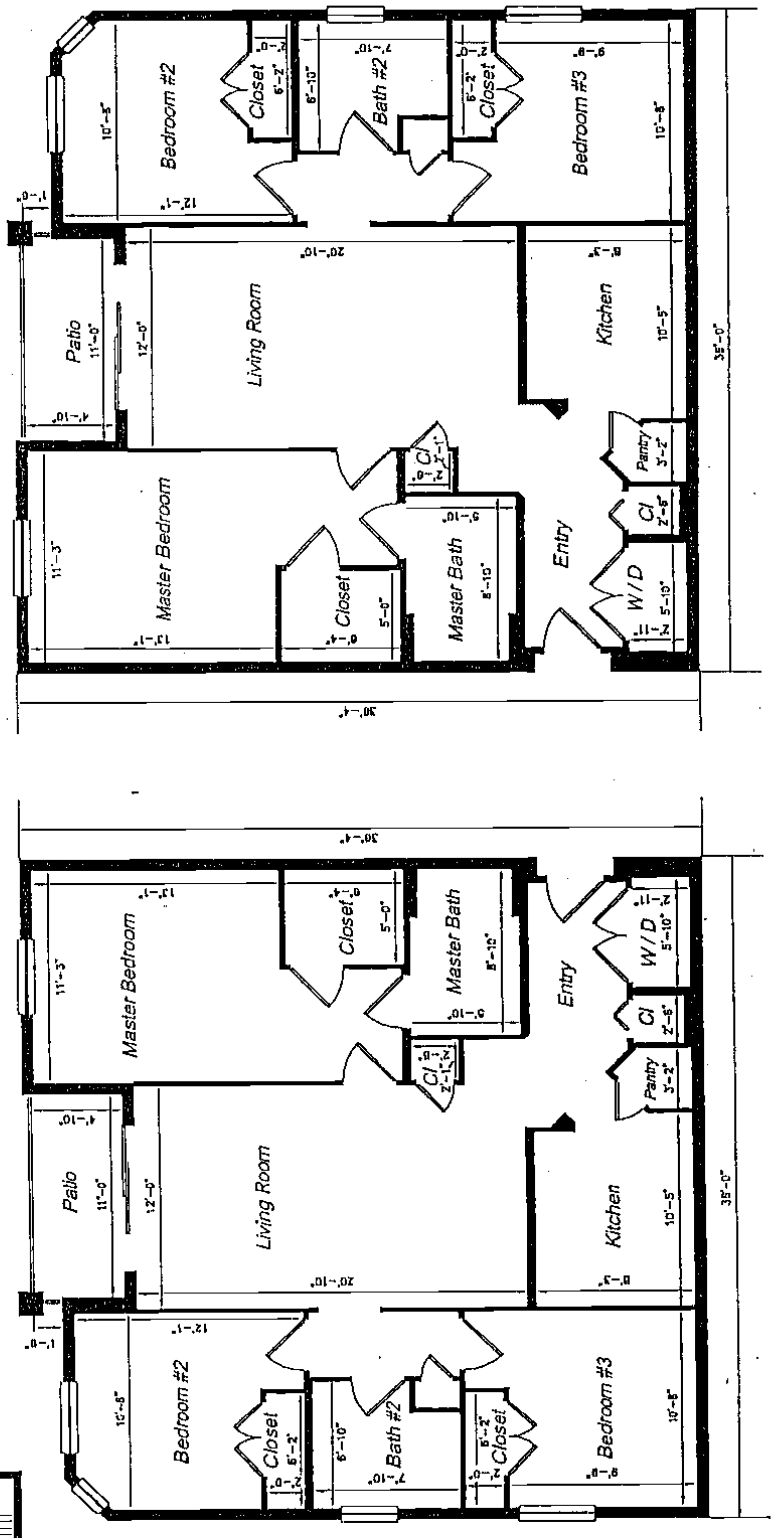
261 NORTH EDGEWATER DRIVE • ORLANDO, FLORIDA 32804

(407) 426-7979

Wyndham Palms

A CONDOMINIUM

CL 2000178573 OR 1810/57



Phase 1

UNIT B – 1

TYPICAL FLOOR PLAN

NOT TO SCALE

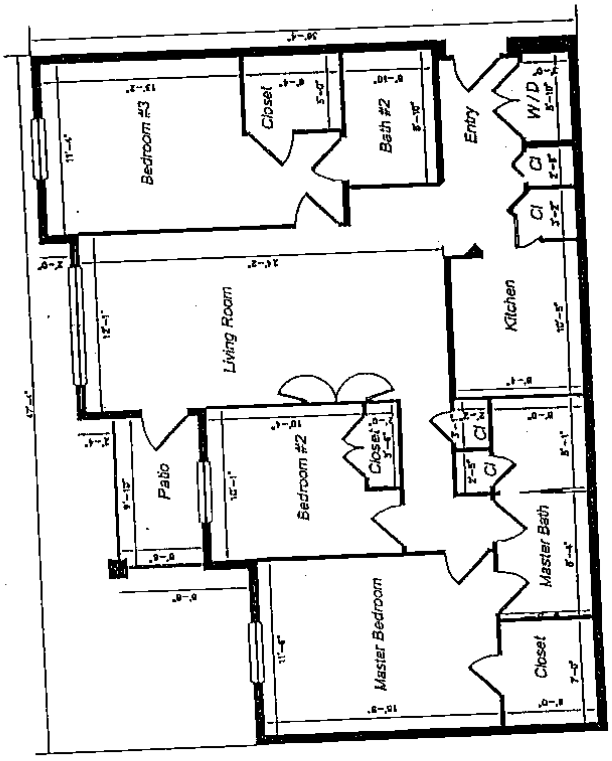
AMERICAN SURVEYING & MAPPING

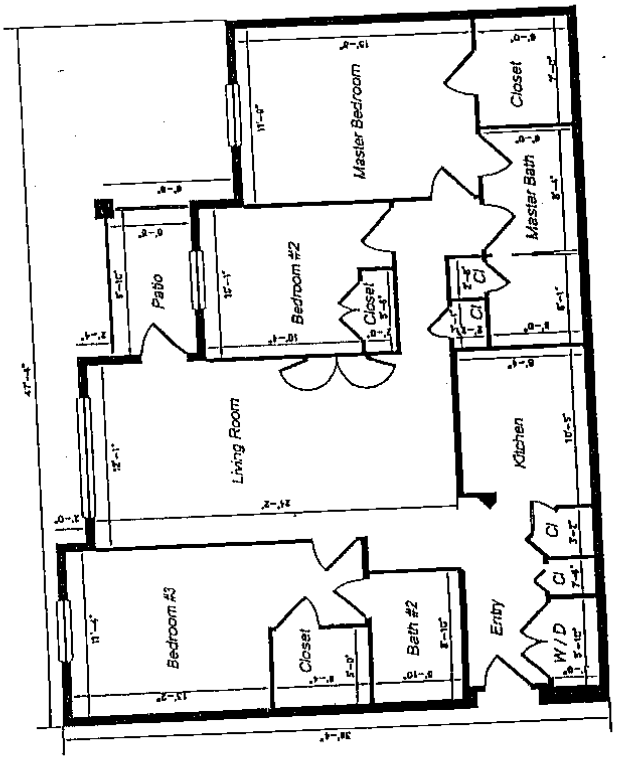
2611 NORTH EDGEWATER DRIVE • ORLANDO, FLORIDA 32804

(407) 426-7979

Wynnam Palms

A CONDOMINIUM





Phase 1

UNIT B – 2
TYPICAL FLOOR PLAN
NOT TO SCALE

ASM INC
AMERICAN SURVEYING & MAPPING
358 NORTH EDGEWATER DRIVE • ORLANDO, FLORIDA 32804
(407) 426-7979

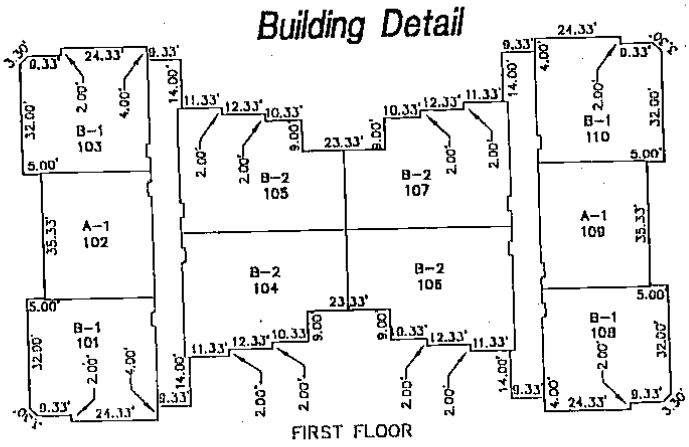
Wyndham Palms

A CONDOMINIUM

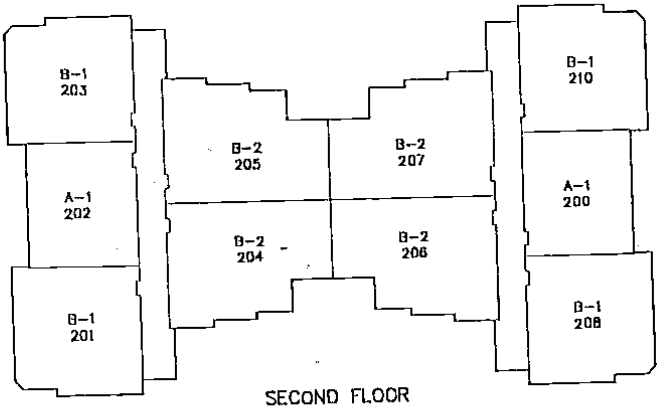
CL 2000178573 OR 1810/59

Phase 1

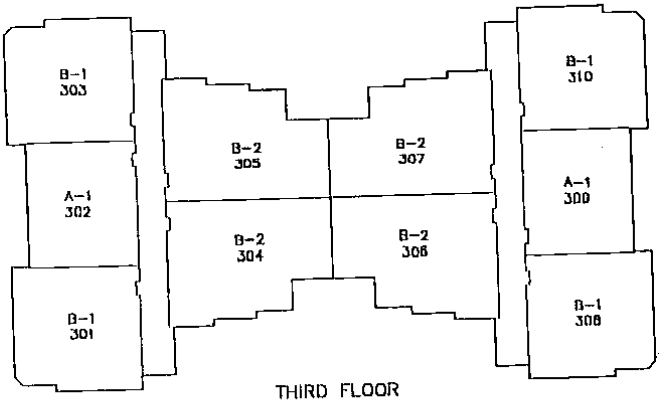
Building Detail



FIRST FLOOR



SECOND FLOOR



THIRD FLOOR

ASM
AMERICAN SURVEYING & MAPPING
368 NORTH EDGEWATER DRIVE • ORLANDO, FLORIDA 32804
(407) 426-7979

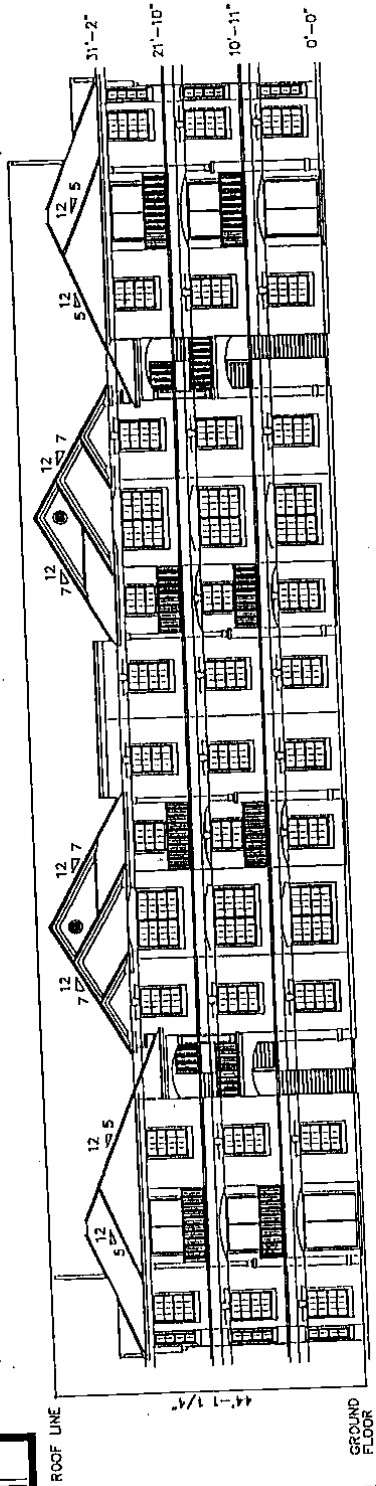
A-1, B-1 & B-2 DENOTES UNIT FLOOR PLAN
SEE SHEETS 3 THRU 5

Wyndham Palms

A CONDOMINIUM

CL 2000178573 OR 1810/60

Phase 1



FRONT BUILDING ELEVATION
NOT TO SCALE

CLERK OF CIRCUIT COURT OSCEOLA COUNTY, FLORIDA
STATE OF FLORIDA, COUNTY OF OSCEOLA I HEREBY CERTIFY
that the above and foregoing is a true copy of the
original document recorded in the public records
LARRY WHALEY., Clerk Circuit Court
Dated 12-1-00 By: Sharon Shelley D.C.

ASM
AMERICAN SURVEYING & MAPPING
2818 NORTH EDGEWATER DRIVE • ORLANDO, FLORIDA 32804
(407) 426-7979

LARRY WHALEY
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT 9P

CL 2000186630
BIW Date 12/15/2000 OR 1815/1238
Time 15:02:02

PREPARED BY AND RETURN TO:
Julius J. Zschau, Esq.
Johnson, Blakely, Pope, Bokor,
Ruppel & Burns, P.A.
911 Chestnut Street
Clearwater FL 33756

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM OF WYNDHAM PALMS, A CONDOMINIUM

THIS AMENDMENT is made this 11TH day of December, 2000, by PULTE HOME CORPORATION, a Michigan corporation ("Developer") in order to modify the terms of the Declaration of Condominium of Wyndham Palms, a Condominium ("Condominium"), recorded in O.R. Book 1756, at Page 864, of the Public Records of Osceola County, Florida (the "Declaration").

The purpose of this Third Amendment is to submit to the Condominium the Phase 5 and add to the Declaration the Surveyor's Certificate for the building within the portion of the Condominium described in the Declaration as Phase 5, which is substantially complete. The units and other improvements within and serving the buildings are as set forth in detail on Exhibit "1" attached hereto and made a part hereof. The plot plans, floor plans and elevation drawings shown in Exhibit "1" attached are incorporated into the Declaration as part of Exhibit "A-5" as shown on the attachments. Said building is described in said Exhibit "1" such that there can be determined from said Exhibit, together with the terms of the Declaration and its Exhibits, the location and dimensions of the buildings and the identification, location and dimensions of the common elements serving the building and of each unit therein.

Upon recording of this Amendment, the percentage ownership of the common elements and the allocation of common expenses and common surplus appurtenant to each unit shall be 1/90 percent as to all units.

The Condo Book Exhibit for Phase V recorded December 15th, 2000 is recorded in Condo Book 5, pages 134-135.

IN WITNESS WHEREOF, the Developer has caused this Third Amendment to be executed as of the day and year first above written.

WITNESSES:

Melissa Theodoropoulos
Signature

Melissa Theodoropoulos
Print name

Judith L Duncan
Signature

Judith L. Duncan
Print name

PULTE HOME CORPORATION,
a Michigan corporation

By: _____

As: Attorney-In-Fact

Address:
555 Winderley, Suite 420
Maitland, FL 32751

STATE OF FLORIDA)

COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 11 day of December, 2000, by Charles E. Cook as Attorney in Fact of PULTE HOME CORPORATION, a Michigan corporation, on behalf of the corporation. He [is personally known to me] [has produced _____ as identification] and [did] [did not] take an oath.

MELISSA THEODOROPOULOS
NOTARY PUBLIC
My Comm Exp. 3/12/2003
No. CC 0812958
Personally Known [ ] Other I.D.

Melissa Theodoropoulos
Notary Public
Print name: Melissa Theodoropoulos
My commission expires: 3/12/2003

ORIGINAL CONDOMINIUM PLATS PERTAINING TO THE DECLARATION OF CONDOMINIUM ARE FILED IN CONDOMINIUM PLAT BOOK ___, PAGES ___ THROUGH ___, INCLUSIVE, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

36263.101425
12/05/00 12:20 AM
#201296 v4 - PULTEWYNDHAMAMENDTODEC

Wyndham Palms

A CONDOMINIUM

CL 2000186630 OR 1815/1240

LEGAL DESCRIPTION

PHASE 5

BEGINNING AT THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA, THENCE ALONG THE NORTH LINE OF SAID SECTION 16, SOUTH 89°38'28" WEST A DISTANCE OF 1734.37 FEET; THENCE DEPARTING THE NORTH LINE OF SECTION 16, SOUTH 00°21'32" EAST A DISTANCE OF 560.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°21'32" EAST A DISTANCE OF 37.00 FEET; THENCE SOUTH 03°13'29" EAST A DISTANCE OF 34.35 FEET; THENCE SOUTH 00°21'32" EAST A DISTANCE OF 149.12 FEET; THENCE SOUTH 89°38'28" WEST A DISTANCE OF 94.08 FEET; THENCE SOUTH 77°13'42" WEST A DISTANCE OF 161.00 FEET; THENCE NORTH 12°46'18" WEST A DISTANCE OF 20.23 FEET; THENCE SOUTH 77°13'42" WEST A DISTANCE OF 65.63 FEET; THENCE NORTH 18°19'13" EAST A DISTANCE OF 178.80 FEET; THENCE NORTH 00°21'32" WEST A DISTANCE OF 31.00 FEET; THENCE NORTH 89°38'28" EAST A DISTANCE OF 13.28 FEET; THENCE NORTH 00°21'32" WEST A DISTANCE OF 49.00 FEET; THENCE NORTH 89°38'28" EAST A DISTANCE OF 247.50 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.48 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, BRETT MOSCOVITZ, OF ORLANDO, FLORIDA, CERTIFY AS FOLLOWS:

1. I AM A SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA

2. THIS CERTIFICATE IS MADE TO WYNDHAM PALMS, A CONDOMINIUM LOCATED AT SANDHILL ROAD, KISSIMMEE, OSCEOLA COUNTY, FLORIDA AND IN COMPLIANCE WITH SECTION 718.104(4)(E), FLORIDA STATUTES.

3. THE CONSTRUCTION OF THE IMPROVEMENTS DESIGNATED AS PHASE 5 REFERENCED ON THE PLAT RECORDED IN CONDOMINIUM EXHIBIT BOOK PAGE(S) , PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA ("PLAT") WHICH IS ATTACHED AS EXHIBIT A-1 TO THE DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK PAGE(S) , PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, (DECLARATION), IS SUBSTANTIALLY COMPLETE SO THAT THE DESCRIPTION OF IMPROVEMENTS AS SHOWN ON THE ATTACHED SHEETS AS PHASE 5 TOGETHER WITH THE PROVISIONS OF THE DECLARATION IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT ON PHASE 5 CAN BE DETERMINED FROM THESE MATERIALS.

BRETT A. MOSCOVITZ
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION #5011

AMERICAN SURVEYING & MAPPING

Wyndham Palms

A CONDOMINIUM

NOTES:

1. The bearing structure shown hereon based on the North line of Section 16, Township 25 South, Range 27 East, Osceola County, Florida, that being South 89°38'28" West.
2. Other easements over and benefiting the Condominium Property have been granted or retained in the Declaration of Condominium of Wyndham Palms Condominium, as amended from time to time. The Developer has reserved the right to grant other easements over the Condominium Property from time to time.

Common Elements Shall Include:

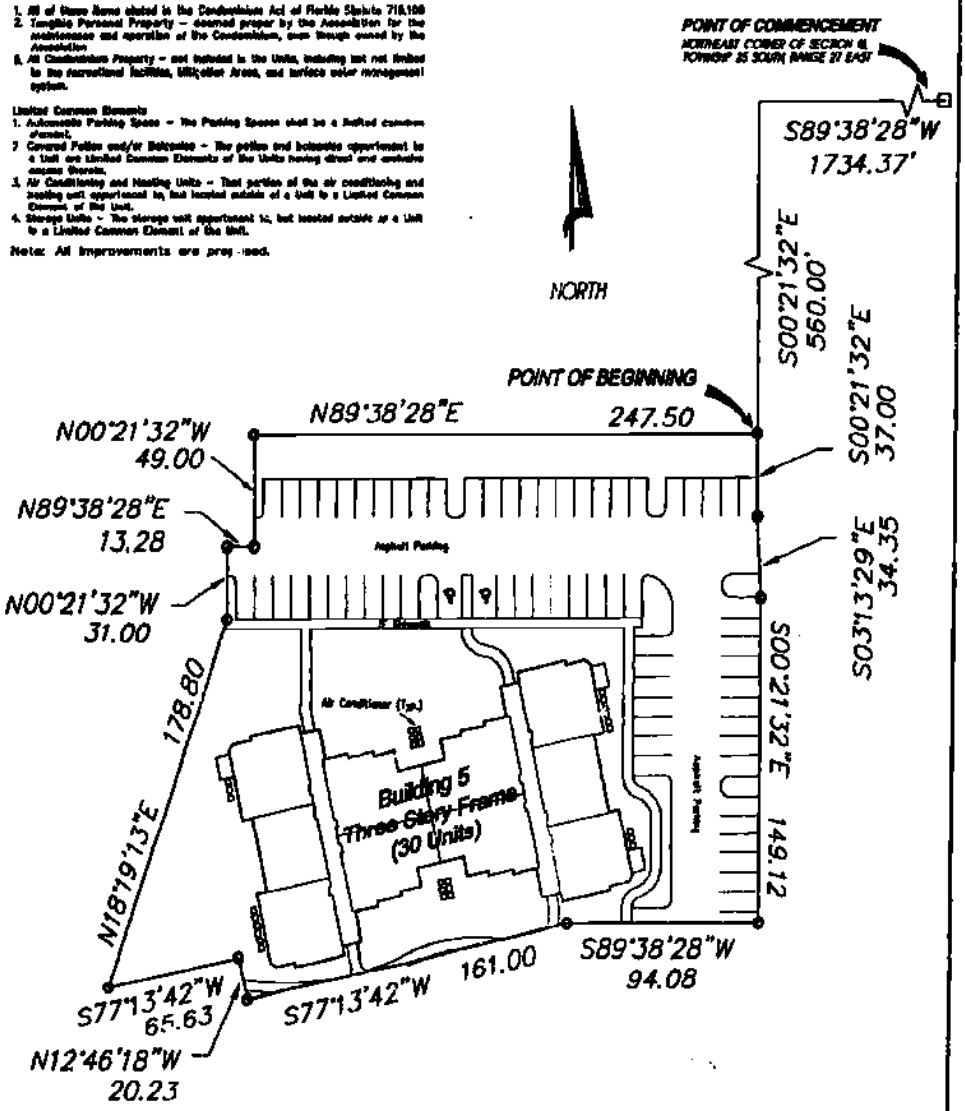
1. All of those items stated in the Condominium Act of Florida Statute 718.108
2. Tangible Personal Property – deemed proper by the Association for the maintenance and operation of the Condominium, even though owned by the Association
3. All Condominium Property – not included in the Units, including but not limited to the recreational facilities, Utility/Use Areas, and surface water management system.

Limited Common Elements:

1. Automobile Parking Space – the Parking Spaces shall be a limited common element.
2. Covered Patios and/or Balconies – The patios and balconies appurtenant to a Unit are Limited Common Elements of the Units having direct and exclusive access thereto.
3. Air Conditioning and Heating Units – That portion of the air conditioning and heating unit appurtenant to, but located outside of a Unit is a Limited Common Element of that Unit.
4. Storage Units – The storage unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.

Note: All improvements are proposed.

CL 2000186630 OR 1815/1241



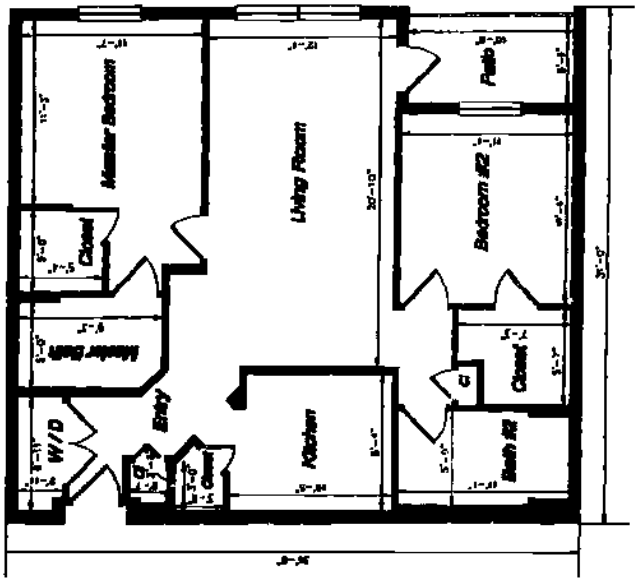
SITE PLAN

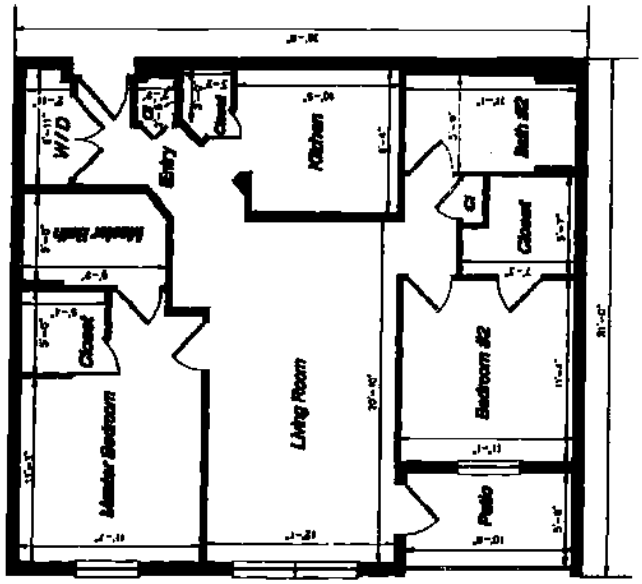
THIS IS NOT A BOUNDARY SURVEY.
NOT TO SCALE – 12/07/00

AMERICAN SURVEYING & MAPPING

Wyndham Palms
A CONDOMINIUM

CL 2000186630 OR 1815/1242





Phase 5
UNIT A - 1
TYPICAL FLOOR PLAN
NOT TO SCALE

AMERICAN SURVEYING & MAPPING

Wyndham Palms
A CONDOMINIUM

CL 2000186630 OR 1815/1243

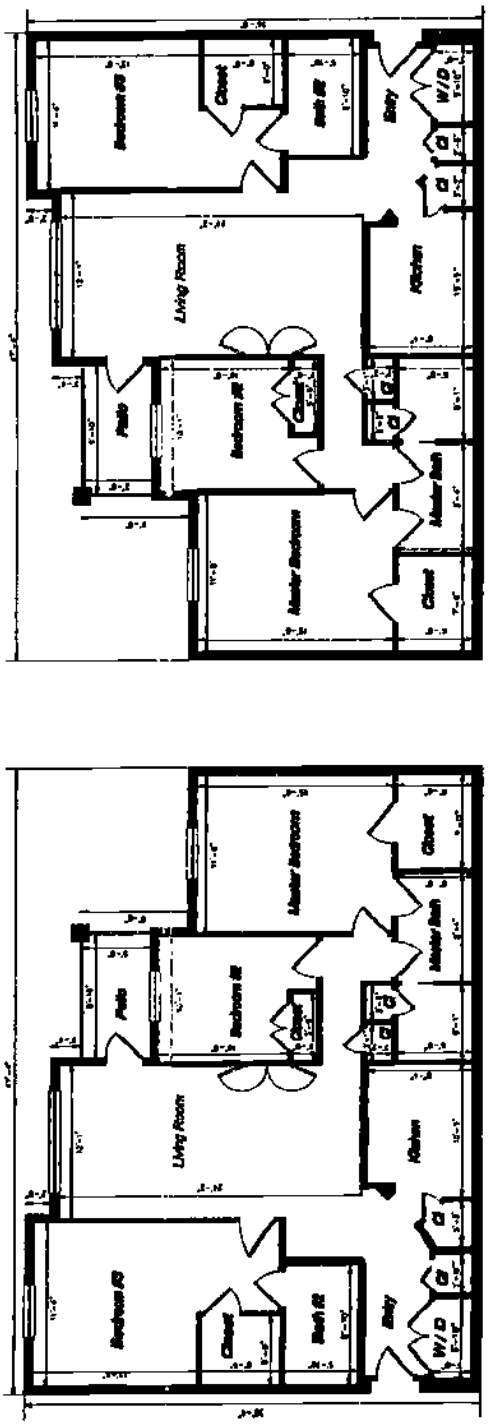
Phase 5

UNIT B – 1
TYPICAL FLOOR PLAN
NOT TO SCALE

AMERICAN SURVEYING & MAPPING

Wyndham Palms
A CONDOMINIUM

CL 2000186630 OR 1815/1244



Phase 5

UNIT B – 2
TYPICAL FLOOR PLAN
NOT TO SCALE

AMERICAN SURVEYING & MAPPING

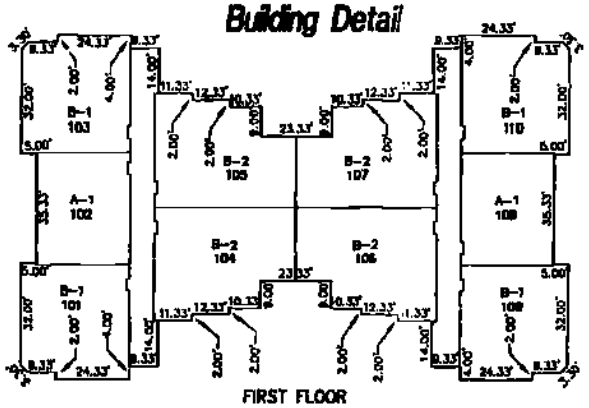
Wyndham Palms

A CONDOMINIUM

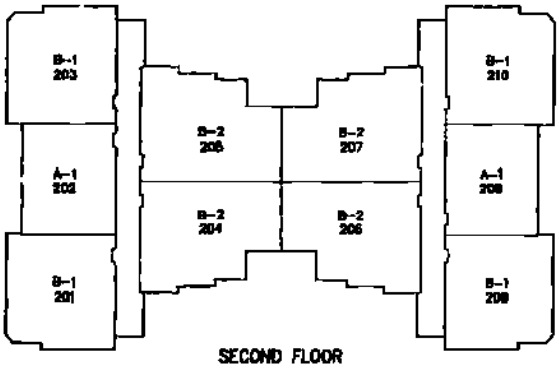
Phase 5

INSTR 2000186630 OR 1815/1245

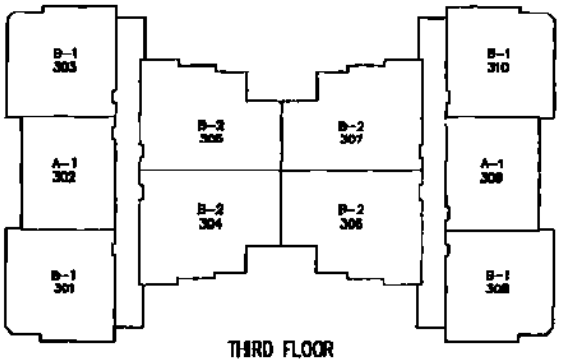
Building Detail



FIRST FLOOR



SECOND FLOOR



THIRD FLOOR

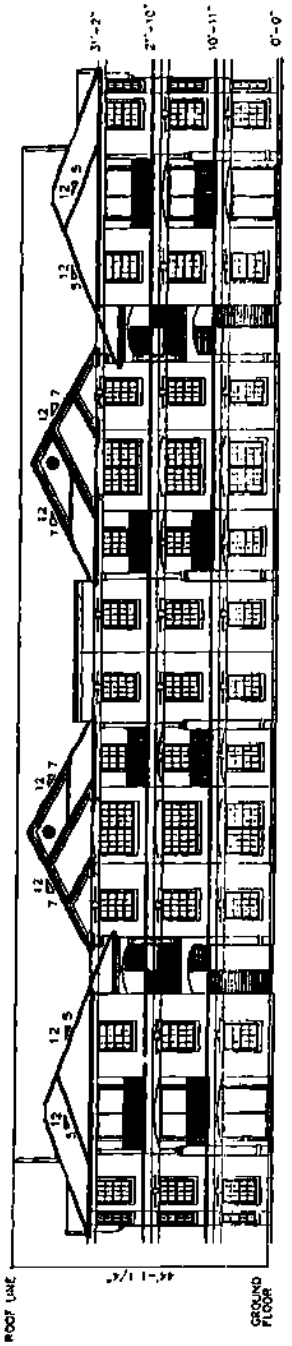
AMERICAN SURVEYING & MAPPING

A-1, B-1 & B-2 DENOTES UNIT FLOOR PLAN
SEE SHEETS 3 THRU 5

Wyndham Palms

A CONDOMINIUM

Phase 5



FRONT BUILDING ELEVATION
NOT TO SCALE

AMERICAN SURVEYING & MAPPING

LARRY WHALEY 9P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2001007118 OR 1825/1174
DLB Date 01/16/2001 Time 11:14:17

PREPARED BY AND RETURN TO:
Julius J. Zschau, Esq.
Johnson, Blakely, Pope, Bokor,
Ruppel & Burns, P.A.
911 Chestnut Street
Clearwater FL 33756

FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF WYNDHAM PALMS, A CONDOMINIUM

THIS AMENDMENT is made this 12th day of January, 2001, by PULTE HOME CORPORATION, a Michigan corporation ("Developer") in order to modify the terms of the Declaration of Condominium of Wyndham Palms, a Condominium ("Condominium"), recorded in O.R. Book 1756, at Page 864, of the Public Records of Osceola County, Florida (the "Declaration").

The purpose of this Fourth Amendment is to submit to the Condominium the Phase 3 and add to the Declaration the Surveyor's Certificate for the building within the portion of the Condominium described in the Declaration as Phase 3, which is substantially complete. The units and other improvements within and serving the buildings are as set forth in detail on Exhibit "1" attached hereto and made a part hereof. The plot plans, floor plans and elevation drawings shown in Exhibit "1" attached are incorporated into the Declaration as part of Exhibit "A-3" as shown on the attachments. Said building is described in said Exhibit "1" such that there can be determined from said Exhibit, together with the terms of the Declaration and its Exhibits, the location and dimensions of the buildings and the identification, location and dimensions of the common elements serving the building and of each unit therein.

Upon recording of this Amendment, the percentage ownership of the common elements and the allocation of common expenses and common surplus appurtenant to each unit shall be 1/120 percent as to all units.

THE CONDO BOOK EXHIBIT FOR WYNDHAM PALMS, PHASE 3 IS RECORDED ON Jan 16, 2001 IN CONDOMINIUM BOOK 5, PAGES 136 THROUGH ___, INCLUSIVE, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

IN WITNESS WHEREOF, the Developer has caused this Fourth Amendment to be executed as of the day and year first above written.

WITNESSES:

Judith L. Duncan
Signature

Judith L. Duncan
Print name

Melissa Theodoropoulos
Signature

Melissa Theodoropoulos
Print name

PULTE HOME CORPORATION,
a Michigan corporation

By: _____
Jim Leiferman

As: Attorney-In-Fact

Address:
555 Winderley, Suite 420
Maitland, FL 32751

STATE OF FLORIDA)

COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 12 day of January, 2001, by Jim Leiferman as Attorney in Fact of PULTE HOME CORPORATION, a Michigan corporation, on behalf of the corporation. He [is personally known to me] [has produced _____ as identification] and [did] [did not] take an oath.

STATE OF FLORIDA NOTARY PUBLIC
MELISSA THEODOROPOULOS
My Comm. Exp. 3/12/2003
No. CC 0812958
Personally Known | | Other I.D.

Melissa Theodoropoulos
Notary Public
Print name: Melissa Theodoropoulos
My commission expires: 3/12/2003

36263.101425
01/04/01 5:53 AM
#201296 v4 - PULTEWYNDHAMAMENDTODEC

Wyndham Palms

A CONDOMINIUM

CL 2001007118 OR 1825/1176

LEGAL DESCRIPTION

PHASE 3

BEGINNING AT THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA, THENCE ALONG THE NORTH LINE OF SAID SECTION 16, SOUTH 89°38'28" WEST A DISTANCE OF 1644.98 FEET; THENCE DEPARTING THE NORTH LINE OF SECTION 16, SOUTH 00°21'32" EAST A DISTANCE OF 1105.01 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 11°13'55" EAST A DISTANCE OF 49.50 FEET; THENCE NORTH 78°46'05" EAST A DISTANCE OF 31.00 FEET; THENCE SOUTH 11°13'55" EAST A DISTANCE OF 125.85 FEET; THENCE SOUTH 78°22'29" WEST A DISTANCE OF 30.88 FEET; THENCE SOUTH 11°37'31" EAST A DISTANCE OF 68.07 FEET; THENCE NORTH 89° 57'30" WEST A DISTANCE OF 122.64 FEET; THENCE SOUTH 68°58'36" WEST A DISTANCE OF 81.45 FEET; THENCE SOUTH 87°48'00" WEST A DISTANCE OF 42.10 FEET; THENCE NORTH 08°19'29" WEST A DISTANCE OF 48.80 FEET; THENCE NORTH 81°40'31" EAST A DISTANCE OF 18.67 FEET; THENCE NORTH 08°19'29" WEST A DISTANCE OF 173.41 FEET; THENCE NORTH 84°45'03" EAST A DISTANCE OF 32.46 FEET; THENCE NORTH 75°47'40" EAST A DISTANCE OF 179.56 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1.23 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, BRETT MOSCOVITZ, OF ORLANDO, FLORIDA, CERTIFY AS FOLLOWS:

1. I AM A SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA

2. THIS CERTIFICATE IS MADE TO WYNDHAM PALMS, A CONDOMINIUM LOCATED AT SANDHILL ROAD, KISSIMMEE, OSCEOLA COUNTY, FLORIDA AND IN COMPLIANCE WITH SECTION 718.104(4)(E), FLORIDA STATUTES.

3. THE CONSTRUCTION OF THE IMPROVEMENTS DESIGNATED AS PHASE 3 REFERENCED ON THE PLAT RECORDED IN CONDOMINIUM EXHIBIT BOOK PAGE(S) , PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA ("PLAT") WHICH IS ATTACHED AS EXHIBIT A-1 TO THE DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK PAGE(S) , PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, (DECLARATION), IS SUBSTANTIALLY COMPLETE SO THAT THE DESCRIPTION OF IMPROVEMENTS AS SHOWN ON THE ATTACHED SHEETS AS PHASE 3 TOGETHER WITH THE PROVISIONS OF THE DECLARATION IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT ON PHASE 3 CAN BE DETERMINED FROM THESE MATERIALS.

BRETT A. MOSCOVITZ
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION #5011

Exhibit 1

AMERICAN SURVEYING & MAPPING
320 EAST SOUTH STREET SUITE 100 • ORLANDO, FLORIDA 32801

Wyndham Palms

A CONDOMINIUM

NOTES:

1. The bearing structure shown hereon based on the North line of Section 16, Township 25 South, Range 27 East, Osceola County, Florida, that being South 89°38'28" West.
2. Other easements over and benefiting the Condominium Property have been granted or retained in the Declaration of Condominium of Wyndham Palms Condominium, as amended from time to time. The Developer has reserved the right to grant other easements over the Condominium Property from time to time.

Common Elements Shall Include:

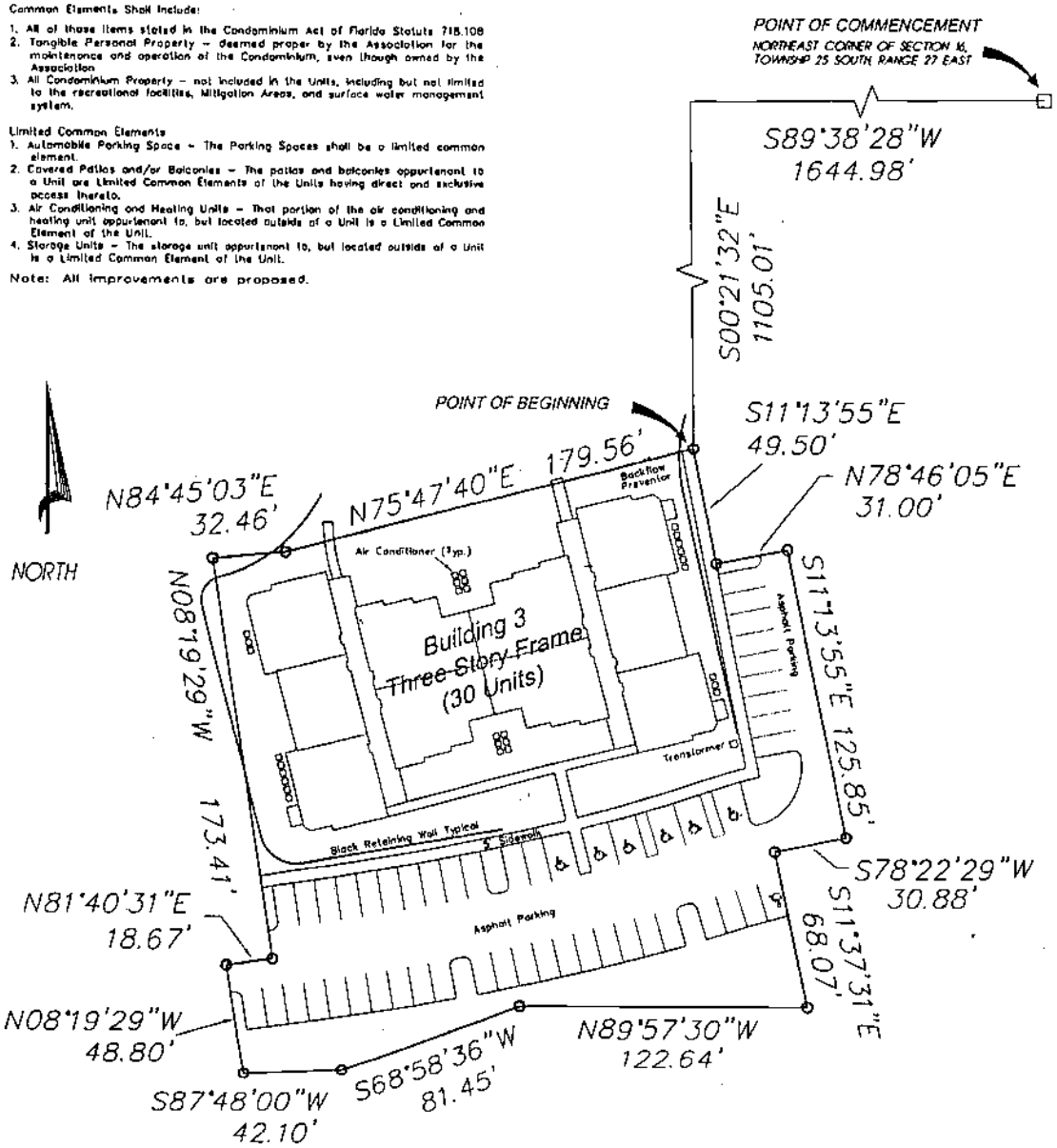
1. All of those items stated in the Condominium Act of Florida Statute 718.108
2. Tangible Personal Property – deemed proper by the Association for the maintenance and operation of the Condominium, even though owned by the Association
3. All Condominium Property – not included in the Units, including but not limited to the recreational facilities, Mitigation Areas, and surface water management system.

Limited Common Elements

1. Automobile Parking Space – The Parking Spaces shall be a limited common element.
2. Covered Patios and/or Balconies – The patios and balconies appurtenant to a Unit are Limited Common Elements of the Units having direct and exclusive access thereto.
3. Air Conditioning and Heating Units – That portion of the air conditioning and heating unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.
4. Storage Units – The storage unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.

Note: All improvements are proposed.

CL 2001007118 OR 1825/1177



SITE PLAN

THIS IS NOT A BOUNDARY SURVEY.
NOT TO SCALE – 1/08/01

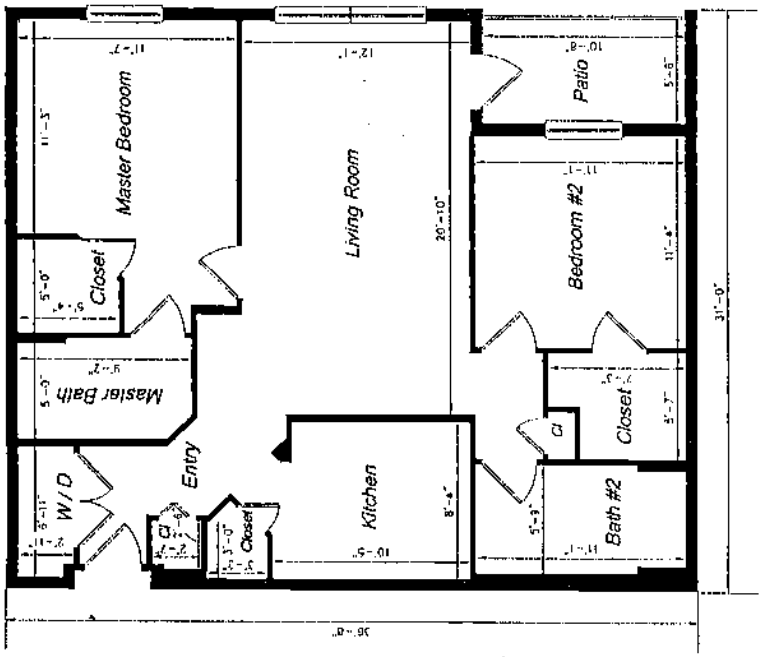
ASM
AMERICAN SURVEYING & MAPPING
320 EAST SOUTH STREET SUITE 180 • ORLANDO, FLORIDA 32801
(407) 426-7979

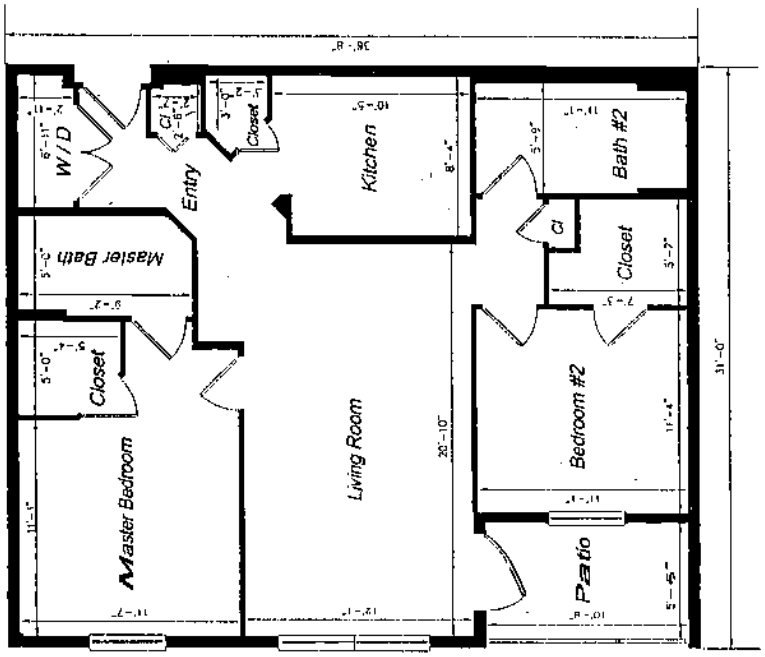
Wyndham Palms

A CONDOMINIUM

CL 2001007118 OR 1825/1178

Phase 3





Phase 3

UNIT A – 1

TYPICAL FLOOR PLAN

NOT TO SCALE

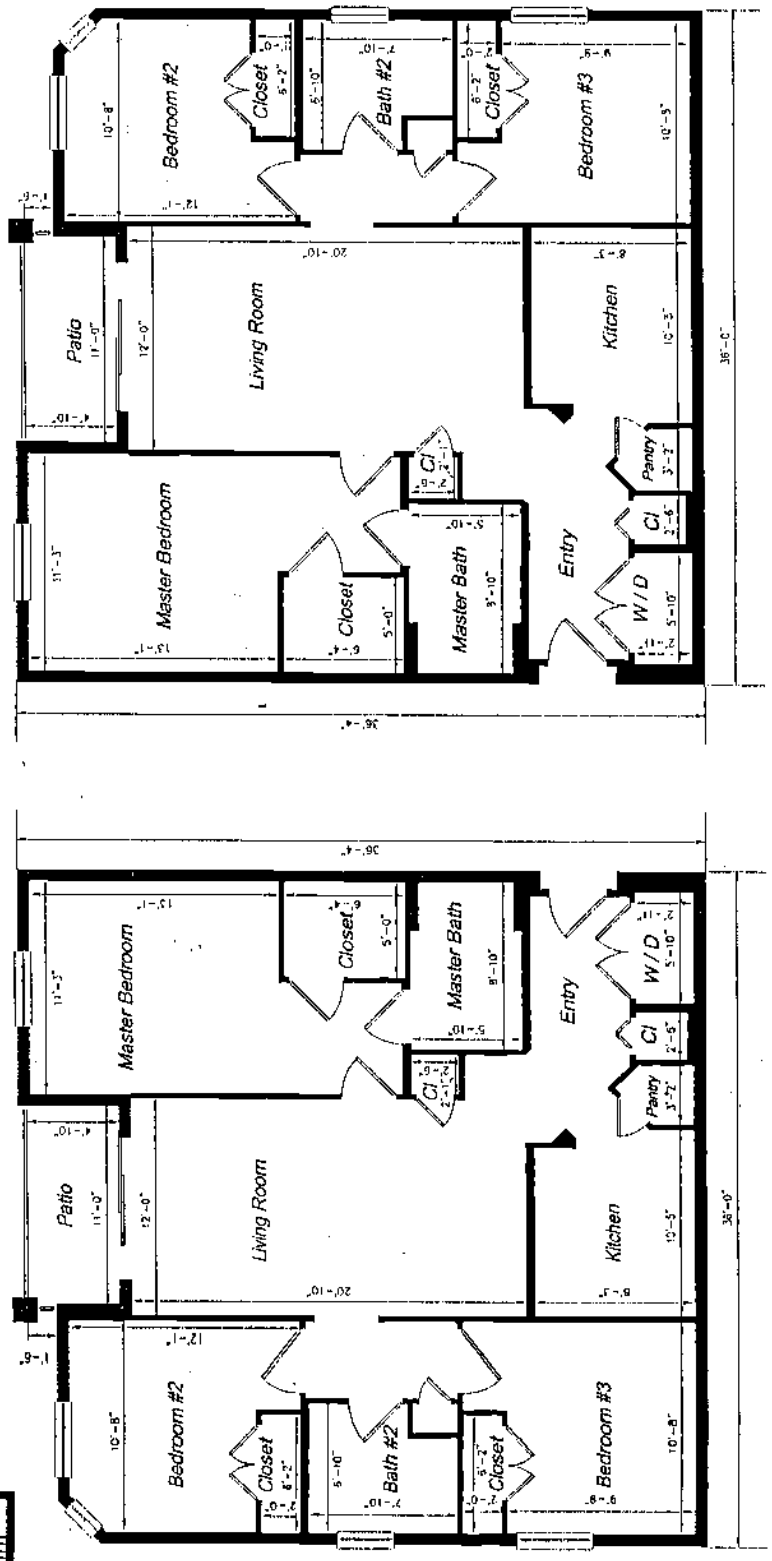
AMERICAN SURVEYING & MAPPING

Exhibit B-3

Wyndham Palms

A CONDOMINIUM

CL 2001007118 OR 1825/1179



Phase 3

UNIT B - 1

TYPICAL FLOOR PLAN

NOT TO SCALE

ASM

AMERICAN SURVEYING & MAPPING

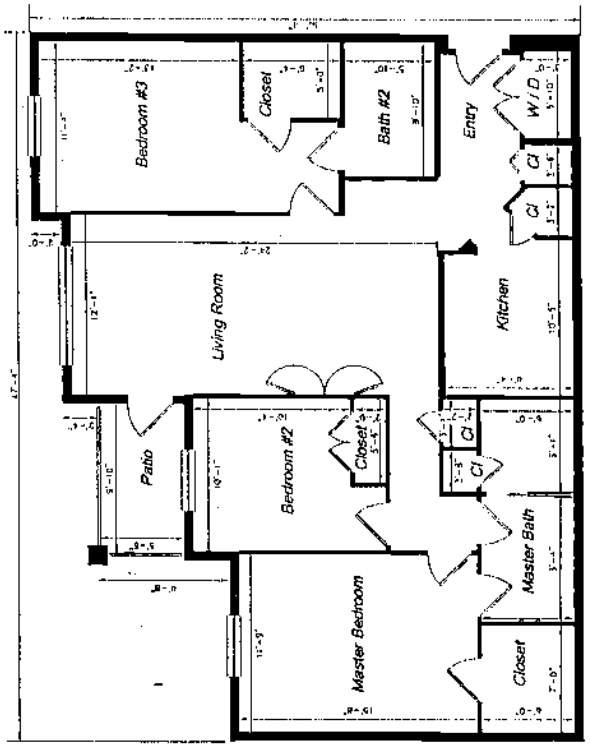
781 NORTH EDGEWATER DRIVE • ORLANDO, FLORIDA 32804

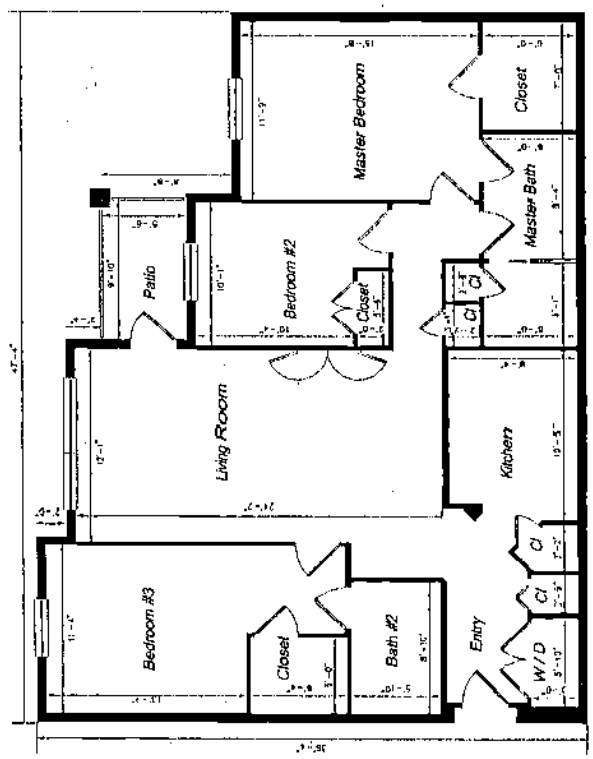
(407) 426-7979

Wyndham Palms

A CONDOMINIUM

CL 2001007118 OR 1825/1180





Phase 3

UNIT B – 2

TYPICAL FLOOR PLAN

NOT TO SCALE

ASM

AMERICAN SURVEYING & MAPPING

751 NORTH EDGEWATER DRIVE ▪ ORLANDO, FLORIDA 32804

(407) 426-7979

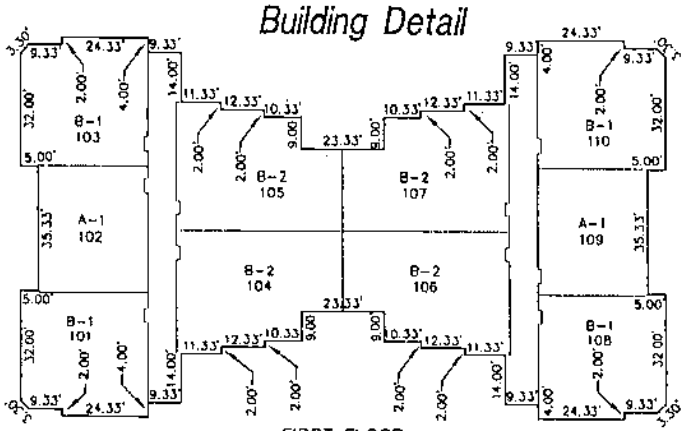
Wyndham Palms

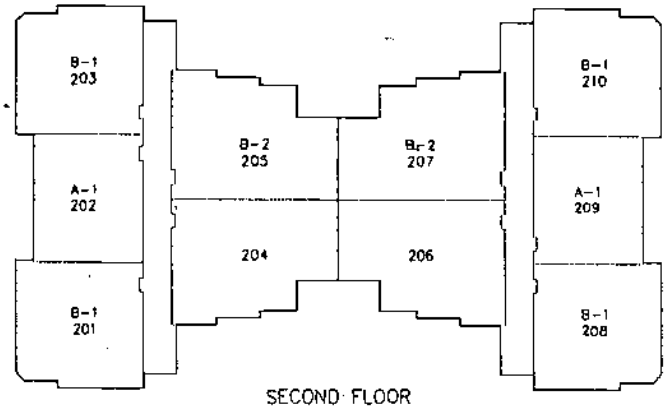
A CONDOMINIUM

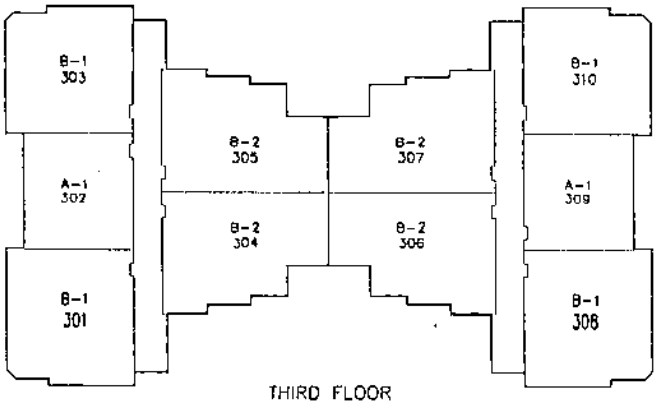
CL 2001007118 OR 1825/1181

Phase 3

Building Detail







AMERICAN SURVEYING & MAPPING

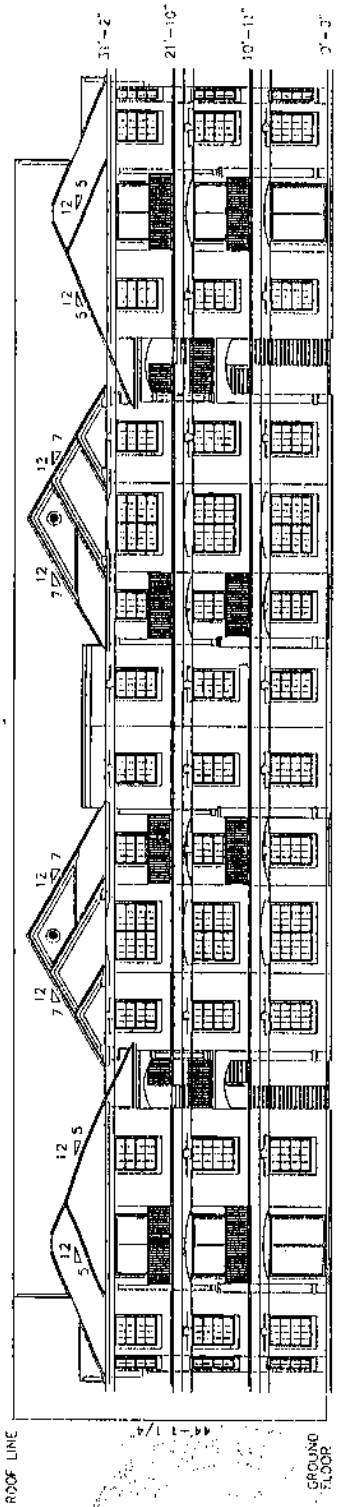
A-1, B-1 & B-2 DENOTES UNIT FLOOR PLAN
SEE SHEETS 3 THRU 5

Wyndham Palms

A CONDOMINIUM

CL 2001007118 OR 1825/1182

Phase 3



FRONT BUILDING ELEVATION
NOT TO SCALE

ASM
AMERICAN SURVEYING & MAPPING
291 NORTH EDGEWATER DRIVE • ORLANDO, FLORIDA 32804
(407) 426-7979

1/16/01

PREPARED BY AND RETURN TO:
Julius J. Zschau, Esq.
Johnson, Blakely, Pope, Bokor,
Ruppel & Burns, P.A.
911 Chestnut Street
Clearwater, FL 33756

LARRY WHALEY 9P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2001062455 OR 1871/2485
SKS Date 05/11/2001 Time 14:19:43

FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF WYNDHAM PALMS, A CONDOMINIUM TO CORRECT SCRIVENER'S ERROR

THIS FIFTH AMENDMENT is made this 3rd day of May, 2001, by PULTE HOME CORPORATION, a Michigan corporation, whose address is: 555 Winderley Place, Suite 420, Maitland, Florida 32751, hereinafter referred to as "Developer".

WHEREAS, the Declaration of Condominium for Wyndham Palms, a Condominium was recorded in O.R. Book 1756, Page 864, Public Records of Osceola County, Florida, and any amendments thereto (the "Declaration"); and

WHEREAS, certain legal descriptions were attached to the Declaration and Third Amendment containing an erroneous legal description for Phases 5 and 12; and

WHEREAS, the Declaration provides in Section 16.07, that the Developer may amend the Declaration and any exhibits thereto in order to correct a Scrivener's error or other defect or omission without the consent of the owner's or Board of Directors; and

WHEREAS, the Developer desires to correct the scrivener's error in the legal description for Exhibits "A-5" and "A-12".

NOW THEREFORE, the Developer hereby amends the Declaration as follows:

1. The recitals above are true and correct and are incorporated herein by reference.

2. The following Exhibits are amended in the following manner:

A. Pages 1 and 2 of Exhibit A-5 of the Declaration and pages 1 and 2 of Exhibit A of the Third Amendment are hereby deleted in their entirety and replaced with Exhibit A-5 Pages 1 and 2 attached hereto on Schedule 1.

B. Pages 1 and 2 of Exhibit A-12 of the Declaration are hereby deleted in their entirety and replaced with Exhibit A-12 Pages 1 and 2 attached hereto on Schedule 2.

The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specifically amended hereinabove, is hereby ratified and confirmed in its entirety.

This Fifth Amendment shall be effective immediately upon its recording in Osceola County, Florida.

IN WITNESS WHEREOF, the Developer has caused this Fifth Amendment to be executed as of the day and year first above written.

WITNESSES:

Judith L Duncan
Print Name: Judith L. Duncan

Susan A Gallo
Print Name: Susan A. Gallo

PULTE HOME CORPORATION,
a Michigan corporation

By: _____
Name: Jim Leiferman
Its: Attorney-In-Fact

(Corporate Seal)

STATE OF FLORIDA)

COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 3 day of May, 2001, by Jim Leiferman, as Attorney-in ~~President~~ Fact of PULTE HOME CORPORATION, a Michigan corporation, on behalf of the corporation. He [is personally known to me] [~~produced a Florida driver's license as identification~~].

LENA KAROLENE CIGAINERO
My Comm Exp. 7/20/2003
No. CC 0856675
[ ] Personally Known [ ] Other I.D.

Notary Public
Print Name: Lena Karolene Cigainero
My commission expires: 7/20/2003

36263.101425
#238018 v1

Wyndham Palms

A CONDOMINIUM

CL 2001662455 OR 1871/2487

LEGAL DESCRIPTION

PHASE 5

BEGINNING AT THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA, THENCE ALONG THE NORTH LINE OF SAID SECTION 16, SOUTH 89°38'28" WEST A DISTANCE OF 1734.37 FEET; THENCE DEPARTING THE NORTH LINE OF SECTION 16, SOUTH 00°21'32" EAST A DISTANCE OF 560.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°21'32" EAST A DISTANCE OF 37.00 FEET; THENCE SOUTH 03°13'29" EAST A DISTANCE OF 34.35 FEET; THENCE SOUTH 00°21'32" EAST A DISTANCE OF 149.12 FEET; THENCE SOUTH 89°38'28" WEST A DISTANCE OF 94.08 FEET; THENCE SOUTH 77°13'42" WEST A DISTANCE OF 161.00 FEET; THENCE NORTH 12°46'18" WEST A DISTANCE OF 20.23 FEET; THENCE SOUTH 77°13'42" WEST A DISTANCE OF 5.04 FEET; THENCE NORTH 12°46'18" WEST A DISTANCE OF 111.63 FEET; THENCE NORTH 20°00'53" EAST A DISTANCE OF 135.83 FEET; THENCE NORTH 89°38'28" EAST A DISTANCE OF 235.58 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1.41 ACRES, MORE OR LESS.

THIS EXHIBIT IS BEING FILED TO CORRECT THE SCRIVENER'S ERROR APPEARING IN THE CONDO BOOK EXHIBIT FOR PHASE V RECORDED DECEMBER 15, 2000 AND RECORDED IN CONDO BOOK 5, PAGES 134 & 135.

SURVEYOR'S CERTIFICATE

I, BRETT MOSCOVITZ, OF ORLANDO, FLORIDA, CERTIFY AS FOLLOWS:

1. I AM A SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA

2. THIS CERTIFICATE IS MADE TO WYNDHAM PALMS, A CONDOMINIUM LOCATED AT SANDHILL ROAD, KISSIMMEE, OSCEOLA COUNTY, FLORIDA AND IN COMPLIANCE WITH SECTION 718.104(4)(E), FLORIDA STATUTES.

3. THE CONSTRUCTION OF THE IMPROVEMENTS DESIGNATED AS PHASE 5 REFERENCED ON THE PLAT RECORDED IN CONDOMINIUM EXHIBIT BOOK 5 PAGES 134 & 135, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA ("PLAT") WHICH IS ATTACHED AS EXHIBIT A-1 TO THE DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 1756 PAGE 864, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, (DECLARATION), IS SUBSTANTIALLY COMPLETE SO THAT THE DESCRIPTION OF IMPROVEMENTS AS SHOWN ON THE ATTACHED SHEETS AS PHASE 5 TOGETHER WITH THE PROVISIONS OF THE DECLARATION IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT ON PHASE 5 CAN BE DETERMINED FROM THESE MATERIALS.

BRETT A. MOSCOVITZ
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION #5011

"Exhibit 1"

ASM
AMERICAN SURVEYING & MAPPING
320 EAST SOUTH STREET SUITE 100 • ORLANDO, FLORIDA 32801
(407) 426-7979

Wyndham Palms

A CONDOMINIUM

CL 2001062455 OR 1871/2488

NOTES:

1. The bearing structure shown hereon based on the North line of Section 16, Township 25 South, Range 27 East, Osceola County, Florida, that being South 89°38'28" West.
2. Other easements over and benefiting the Condominium Property have been granted or retained in the Declaration of Condominium of Wyndham Palms Condominium, as amended from time to time. The Developer has reserved the right to grant other easements over the Condominium Property from time to time.

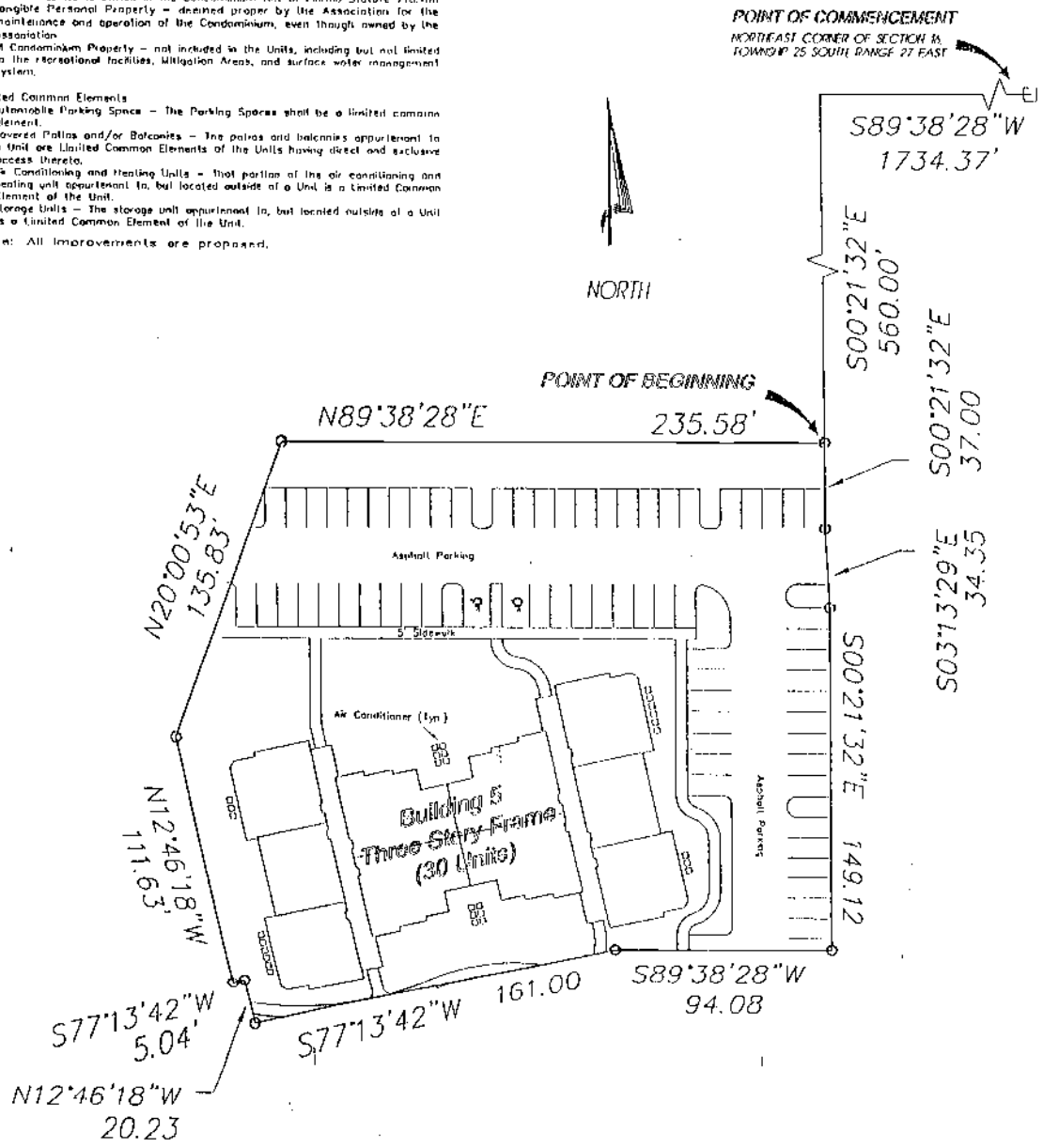
Common Elements Shall Include:

1. All of those items stated in the Condominium Act of Florida Statute 718.108
2. Tangible Personal Property – deemed proper by the Association for the maintenance and operation of the Condominium, even though owned by the Association
3. All Condominium Property – not included in the Units, including but not limited to the recreational facilities, Mitigation Areas, and surface water management system.

Limited Common Elements

1. Automobile Parking Space – The Parking Spaces shall be a limited commone element.
2. Covered Patios and/or Balconies – The patios and balconies appurtenant to a Unit are Limited Common Elements of the Units having direct and exclusive access thereto.
3. Air Conditioning and Heating Units – That portion of the air conditioning and heating unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.
4. Storage Units – The storage unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.

Note: All improvements are proposed.



SITE PLAN

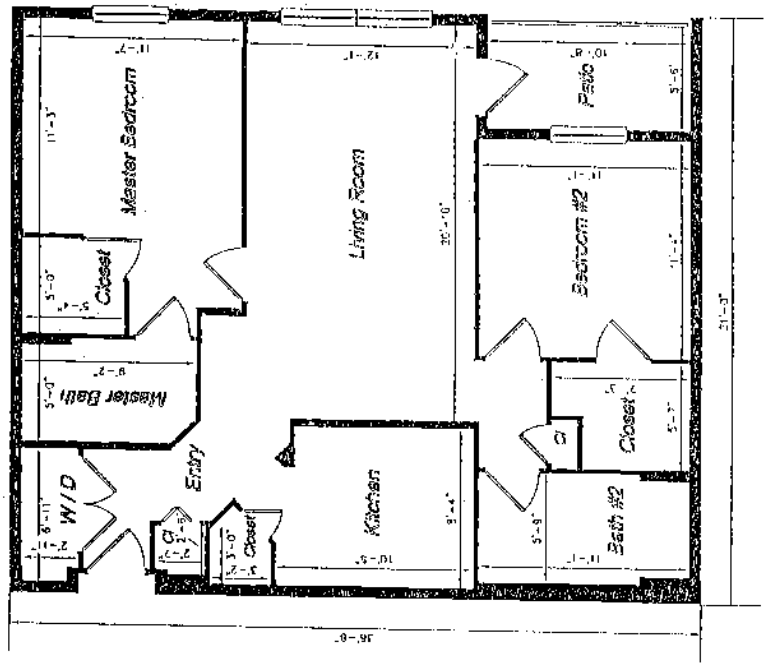
THIS IS NOT A BOUNDARY SURVEY.
NOT TO SCALE – 4/24/01

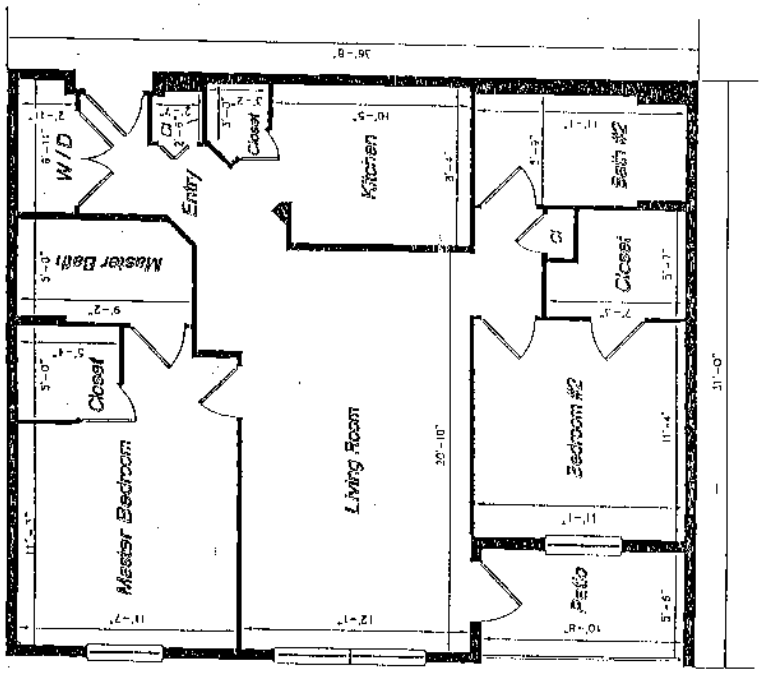
ASM
AMERICAN SURVEYING & MAPPING
320 EAST SOUTH STREET SUITE 150 • ORLANDO, FLORIDA 32801
(407) 426-7979

Wyndham Palms

A CONDOMINIUM

CL 2001062455 OR 1871/2409





Phase 5

UNIT A - 1

TYPICAL FLOOR PLAN

NOT TO SCALE

ASM

AMERICAN SURVEYING & MAPPING

Wyndham Palms

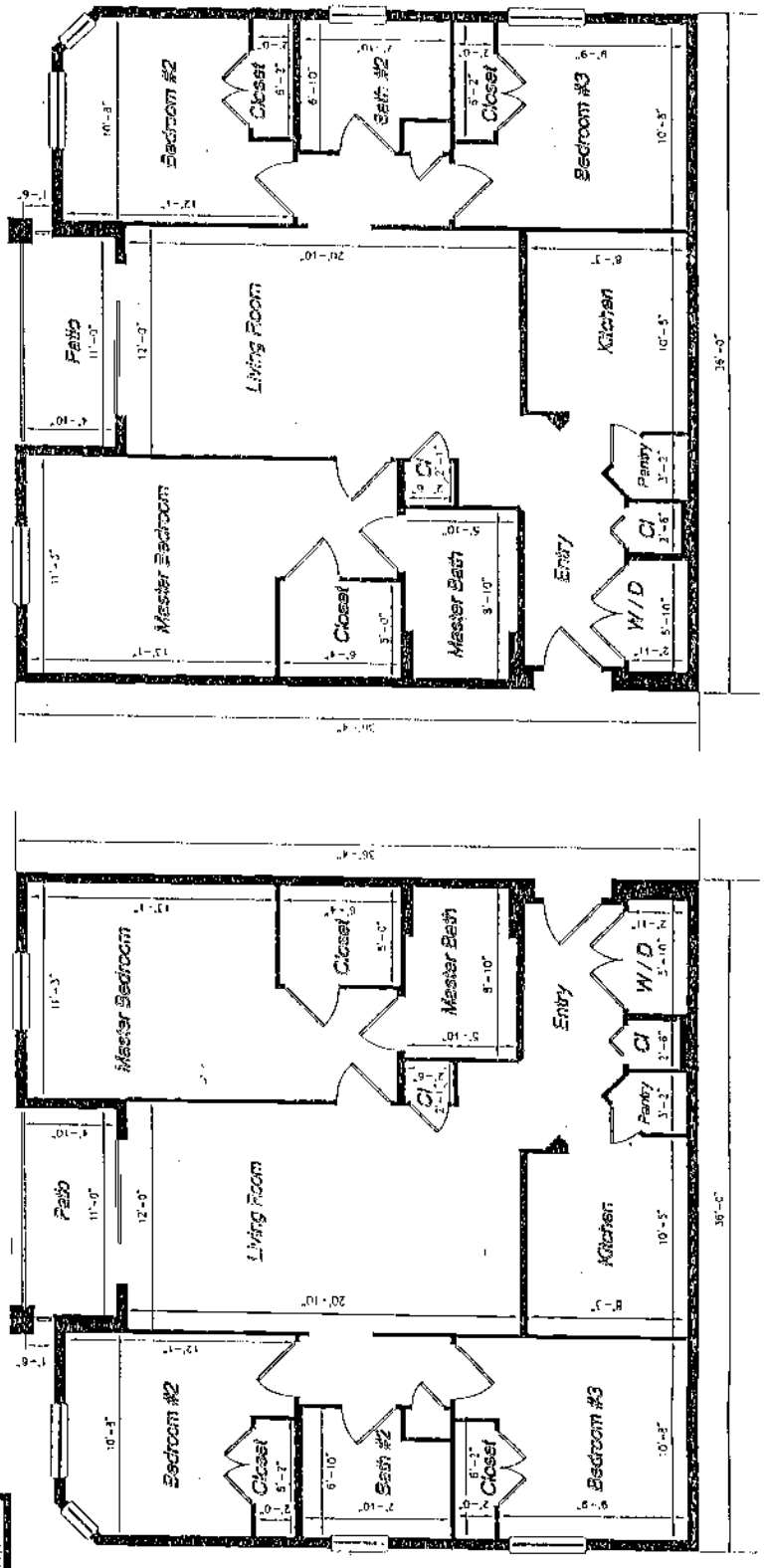
A CONDOMINIUM

Phase 5

UNIT B - 1

TYPICAL FLOOR PLAN

NOT TO SCALE

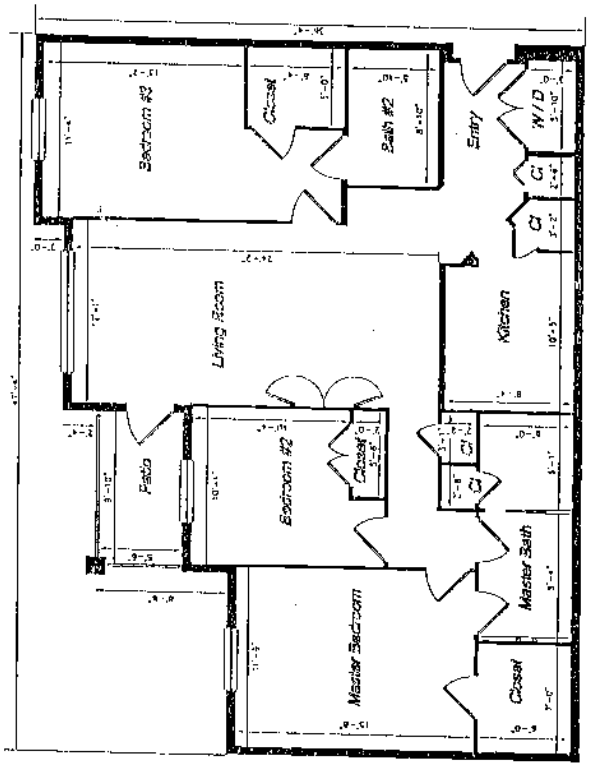


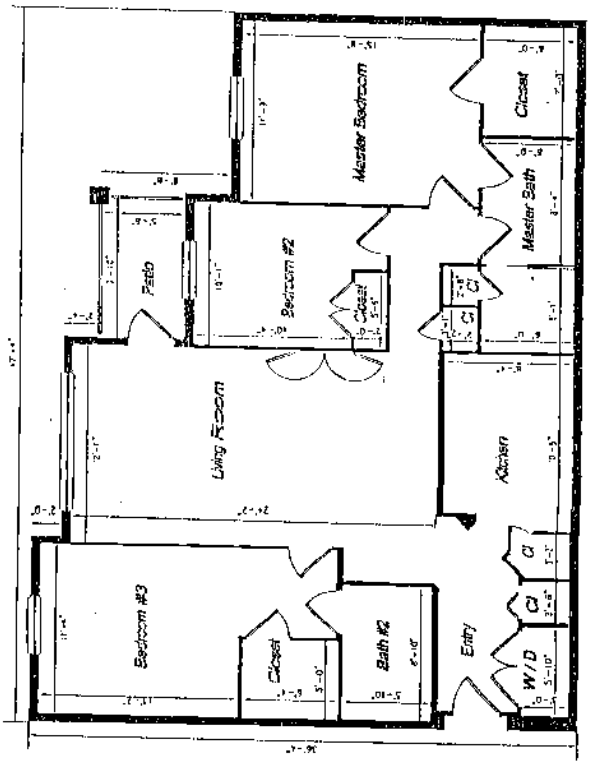
ASM
AMERICAN SURVEYING & MAPPING
2611 NORTH EDGEWATER DRIVE • ORLANDO, FLORIDA 32804
(407) 426-7979

Wyndham Palms

A CONDOMINIUM

CL 2001062455 OR 1871/2491





Phase 5

UNIT B - 2

TYPICAL FLOOR PLAN

NOT TO SCALE

AMERICAN SURVEYING & MAPPING

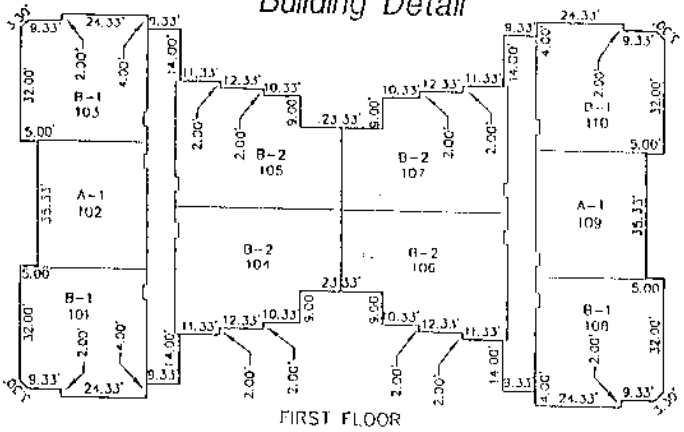
Wyndham Palms

A CONDOMINIUM

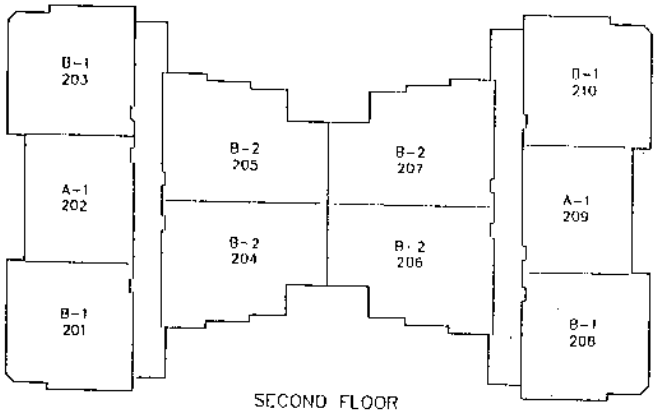
Phase 5

CL 2001062455 OR 1871/2492

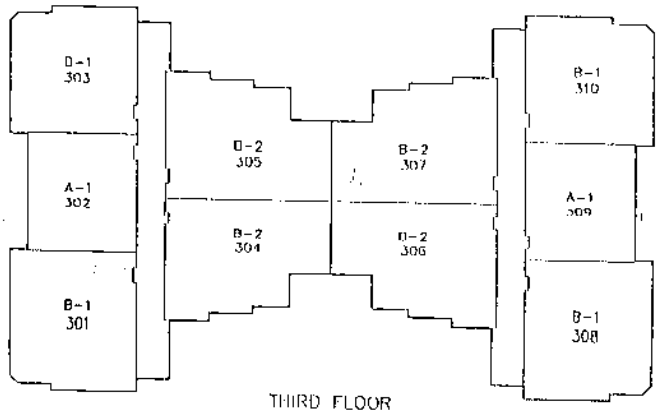
Building Detail



FIRST FLOOR



SECOND FLOOR



THIRD FLOOR

AMERICAN SURVEYING & MAPPING

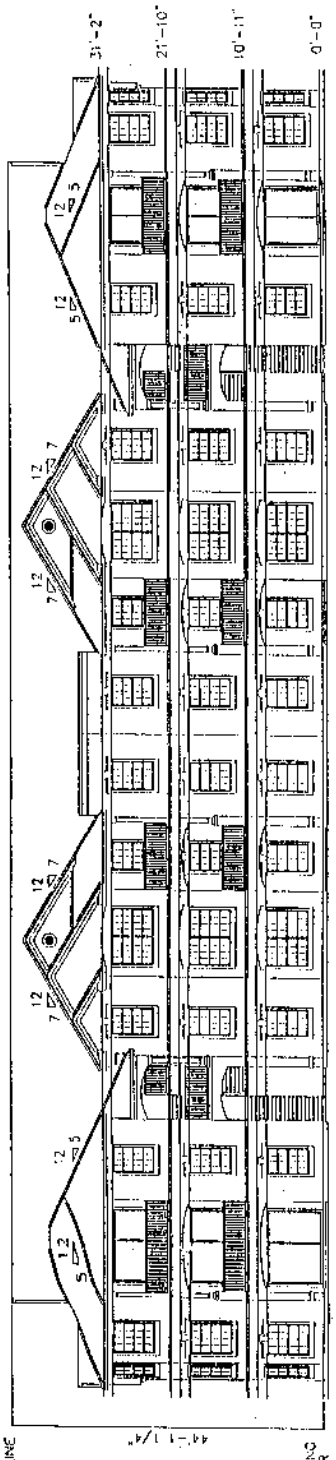
A-1, B-1 & B-2 DENOTES UNIT FLOOR PLAN
SEE SHEETS 3 THRU 5

Wyndham Palms

A CONDOMINIUM

Phase 5

CL 2001062455 OR 1871/2493



FRONT BUILDING ELEVATION
NOT TO SCALE

STATE OF FLORIDA, COUNTY OF OSCEOLA, HEREBY CERTIFY that the above and foregoing is a true copy of the original document recorded in the public records of OSCEOLA COUNTY, FLA.
LARRY WHALEY, Clerk Circuit Court

Dated 5-11-01 By Sharon Sirillo

ASM
AMERICAN SURVEYING & MAPPING
2511 NORTH EDGEWATER DRIVE • ORLANDO, FLORIDA 32804
(407) 426-7979

PREPARED BY AND RETURN TO:
Julius J. Zschau, Esq.
Johnson, Blakely, Pope, Bokor,
Ruppel & Burns, P.A.
911 Chestnut Street
Clearwater FL 33756

LARRY WHALEY 9P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2001062456 OR 1871/2494
SKS Date 05/11/2001 Time 14:19:43

SIXTH AMENDMENT TO DECLARATION OF CONDOMINIUM
OF WYNDHAM PALMS, A CONDOMINIUM

THIS AMENDMENT is made this 31st day of May, 2001, by PULTE HOME CORPORATION, a Michigan corporation ("Developer") in order to modify the terms of the Declaration of Condominium of Wyndham Palms, a Condominium ("Condominium"), recorded in O.R. Book 1756, at Page 864, of the Public Records of Osceola County, Florida (the "Declaration").

The purpose of this Sixth Amendment is to submit to the Condominium the Phase 4 and add to the Declaration the Surveyor's Certificate for the building within the portion of the Condominium described in the Declaration as Phase 4, which is substantially complete. The units and other improvements within and serving the buildings are as set forth in detail on Exhibit "1" attached hereto and made a part hereof. The plot plans, floor plans and elevation drawings shown in Exhibit "1" attached are incorporated into the Declaration as part of Exhibit "A-4" as shown on the attachments. Said building is described in said Exhibit "1" such that there can be determined from said Exhibit, together with the terms of the Declaration and its Exhibits, the location and dimensions of the buildings and the identification, location and dimensions of the common elements serving the building and of each unit therein.

Upon recording of this Amendment, the percentage ownership of the common elements and the allocation of common expenses and common surplus appurtenant to each unit shall be 1/150 percent as to all units.

THE CONDO BOOK EXHIBIT FOR WYNDHAM PALMS, PHASE 4 IS RECORDED IN CONDOMINIUM BOOK 5, PAGES 40 THROUGH 47, INCLUSIVE, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

IN WITNESS WHEREOF, the Developer has caused this Sixth Amendment to be executed as of the day and year first above written.

WITNESSES:

Judith L Duncan
Signature

Judith L. Duncan
Print name

Susan A. Gallo
Signature

Susan A. Gallo
Print name

PULTE HOME CORPORATION,
a Florida corporation

By: Jim Leiferman

As: Attorney-In-Fact

Address:
555 Winderley, Suite 420
Maitland, FL 32751

STATE OF FLORIDA)

COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 3 day of May, 2001, by Jim Leiferman, as Attorney-in-Fact of PULTE HOME CORPORATION, a Florida corporation, on behalf of the corporation. He [is personally known to me] [has produced xxxx

Wyndham Palms

A CONDOMINIUM

CL 2001062456 OR 1871/2496

LEGAL DESCRIPTION

PHASE 4

BEGINNING AT THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA, THENCE ALONG THE NORTH LINE OF SAID SECTION 16, SOUTH 89°38'28" WEST A DISTANCE OF 1732.65 FEET; THENCE DEPARTING THE NORTH LINE OF SECTION 16, SOUTH 00°21'32" EAST A DISTANCE OF 780.42 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°21'32" EAST A DISTANCE OF 44.19 FEET; THENCE NORTH 89°38'28" EAST A DISTANCE OF 36.61 FEET TO A POINT ON A NON-TANGENT CURVE, SAID CURVE IS CONCAVE EASTERLY, HAVING A RADIUS OF 350.00 FEET, AND AN INCLUDED ANGLE OF 16°56'24", (CHORD BEARING SOUTH 19°06'03" EAST, CHORD DISTANCE OF 103.10 FEET), RUN ALONG SAID CURVE A DISTANCE OF 103.48 FEET TO A POINT OF REVERSE CURVATURE, SAID CURVE IS CONCAVE WESTERLY, HAVING A RADIUS OF 350.00 FEET, AND AN INCLUDED ANGLE OF 16°20'20", (CHORD BEARING SOUTH 19°24'05" EAST, CHORD DISTANCE OF 99.47 FEET), RUN ALONG SAID CURVE A DISTANCE OF 99.81 FEET TO A POINT OF TANGENCY; THENCE SOUTH 11°13'55" EAST A DISTANCE OF 133.90 FEET; THENCE SOUTH 78°46'05" WEST A DISTANCE OF 31.00 FEET; THENCE NORTH 11°13'55" WEST A DISTANCE OF 49.50 FEET; THENCE SOUTH 75°47'40" WEST A DISTANCE OF 179.56 FEET; THENCE NORTH 24°06'54" EAST A DISTANCE OF 67.78 FEET; THENCE NORTH 14°09'51" WEST A DISTANCE OF 173.67 FEET; THENCE NORTH 48°20'56" EAST A DISTANCE OF 58.02 FEET; THENCE NORTH 21°11'18" WEST A DISTANCE OF 105.85 FEET; THENCE NORTH 89°38'28" EAST A DISTANCE OF 94.08 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.21 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

1. BRETT MOSCOVITZ, OF ORLANDO, FLORIDA, CERTIFY AS FOLLOWS:

1. I AM A SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA

2. THIS CERTIFICATE IS MADE TO WYNDHAM PALMS, A CONDOMINIUM LOCATED AT SANDHILL ROAD, KISSIMMEE, OSCEOLA COUNTY, FLORIDA AND IN COMPLIANCE WITH SECTION 718.104(4)(E), FLORIDA STATUTES.

3. THE CONSTRUCTION OF THE IMPROVEMENTS DESIGNATED AS PHASE 4 REFERENCED ON THE PLAT RECORDED IN CONDOMINIUM EXHIBIT BOOK PAGE(S) , PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA ("PLAT") WHICH IS ATTACHED AS EXHIBIT A-1 TO THE DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK PAGE(S) , PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, (DECLARATION), IS SUBSTANTIALLY COMPLETE SO THAT THE DESCRIPTION OF IMPROVEMENTS AS SHOWN ON THE ATTACHED SHEETS AS PHASE 4 TOGETHER WITH THE PROVISIONS OF THE DECLARATION IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT ON PHASE 4 CAN BE DETERMINED FROM THESE MATERIALS.

BRETT A. MOSCOVITZ
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION #5011

AMERICAN SURVEYING & MAPPING
320 EAST SOUTH STREET SUITE 190 • ORLANDO, FLORIDA 32801
(407) 426-7979

"Exhibit 1"

Wyndham Palms

A CONDOMINIUM

NOTES:

1. The bearing structure shown hereon based on the North line of Section 16, Township 25 South, Range 27 East, Osceola County, Florida, that being South 89°38'28" West.
2. Other easements over and benefiting the Condominium Property have been granted or retained in the Declaration of Condominium of Wyndham Palms Condominium, as amended from time to time. The Developer has reserved the right to grant other easements over the Condominium Property from time to time.

Common Elements Shall Include:

1. All of those items stated in the Condominium Act of Florida Statute 718.108
2. Tangible Personal Property – deemed proper by the Association for the maintenance and operation of the Condominium, even though owned by the Association
3. All Condominium Property – not included in the Units, including but not limited to the recreational facilities, Mitigation Areas, and surface water management system.

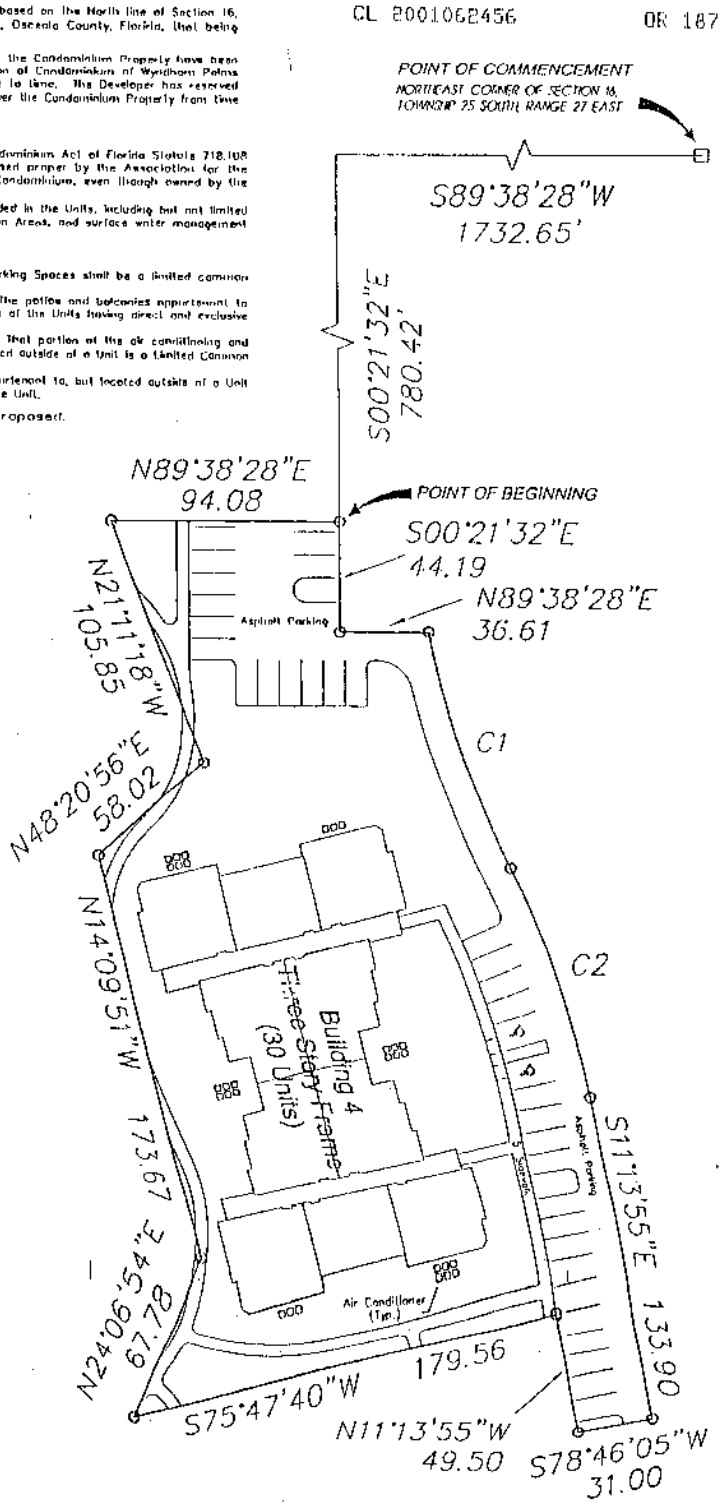
Limited Common Elements

1. Automobile Parking Space – The Parking Spaces shall be a limited common element.
2. Covered Patios and/or Balconies – the patios and balconies appurtenant to a Unit are Limited Common Elements of the Units having direct and exclusive access thereto.
3. Air Conditioning and Heating Units – that portion of the air conditioning and heating unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.
4. Storage Units – The storage unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.

Note: All improvements are proposed.

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	350.00	103.48	52.12	103.10	S19°36'03"E	16°56'24"
C2	350.00	99.31	50.25	99.47	S13°24'05"E	16°26'20"



SITE PLAN

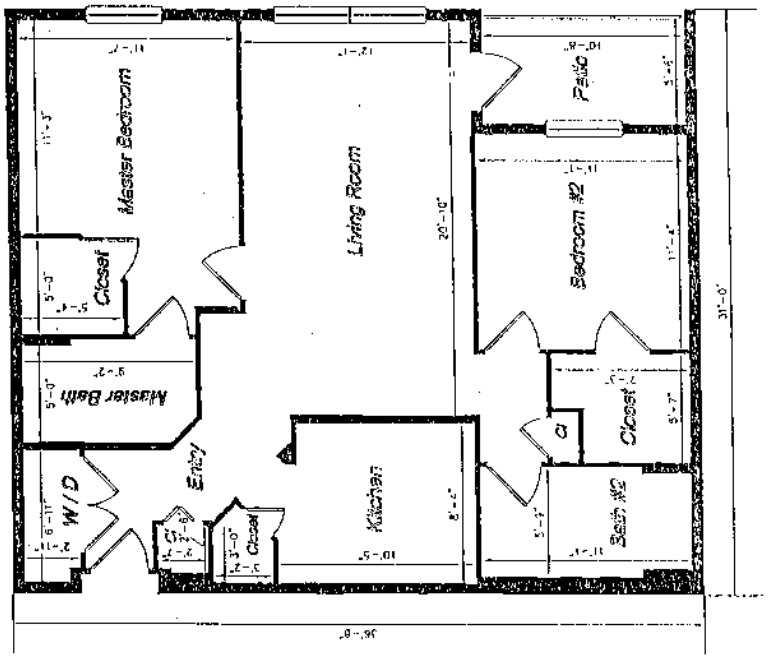
THIS IS NOT A BOUNDARY SURVEY.
NOT TO SCALE – 04/13/01

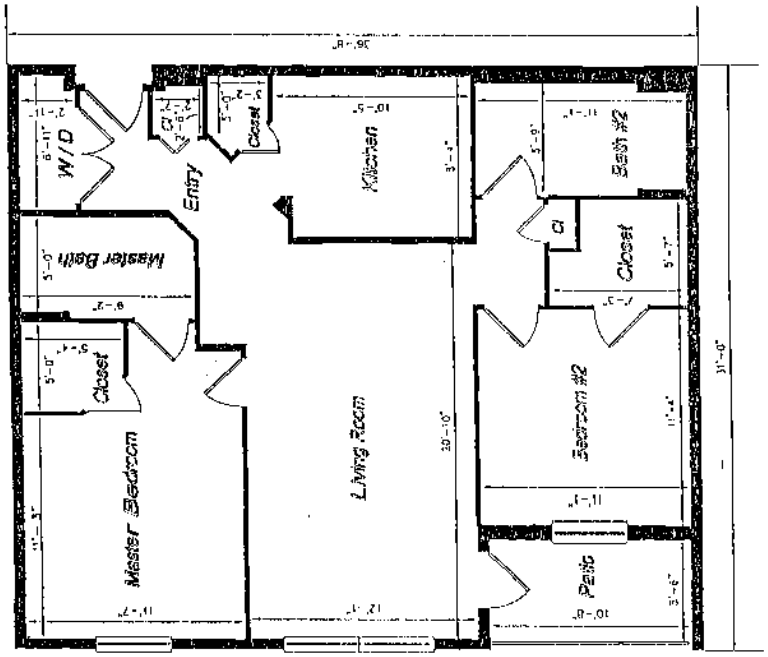
ASM
AMERICAN SURVEYING & MAPPING
210 EAST SOUTH STREET SUITE 100 • ORLANDO, FLORIDA 32801
(407) 426-7979

Wyndham Palms

A CONDOMINIUM

CL 2001062456 OR 1871/2498





Phase 4

UNIT A – 1

TYPICAL FLOOR PLAN

NOT TO SCALE

ASM

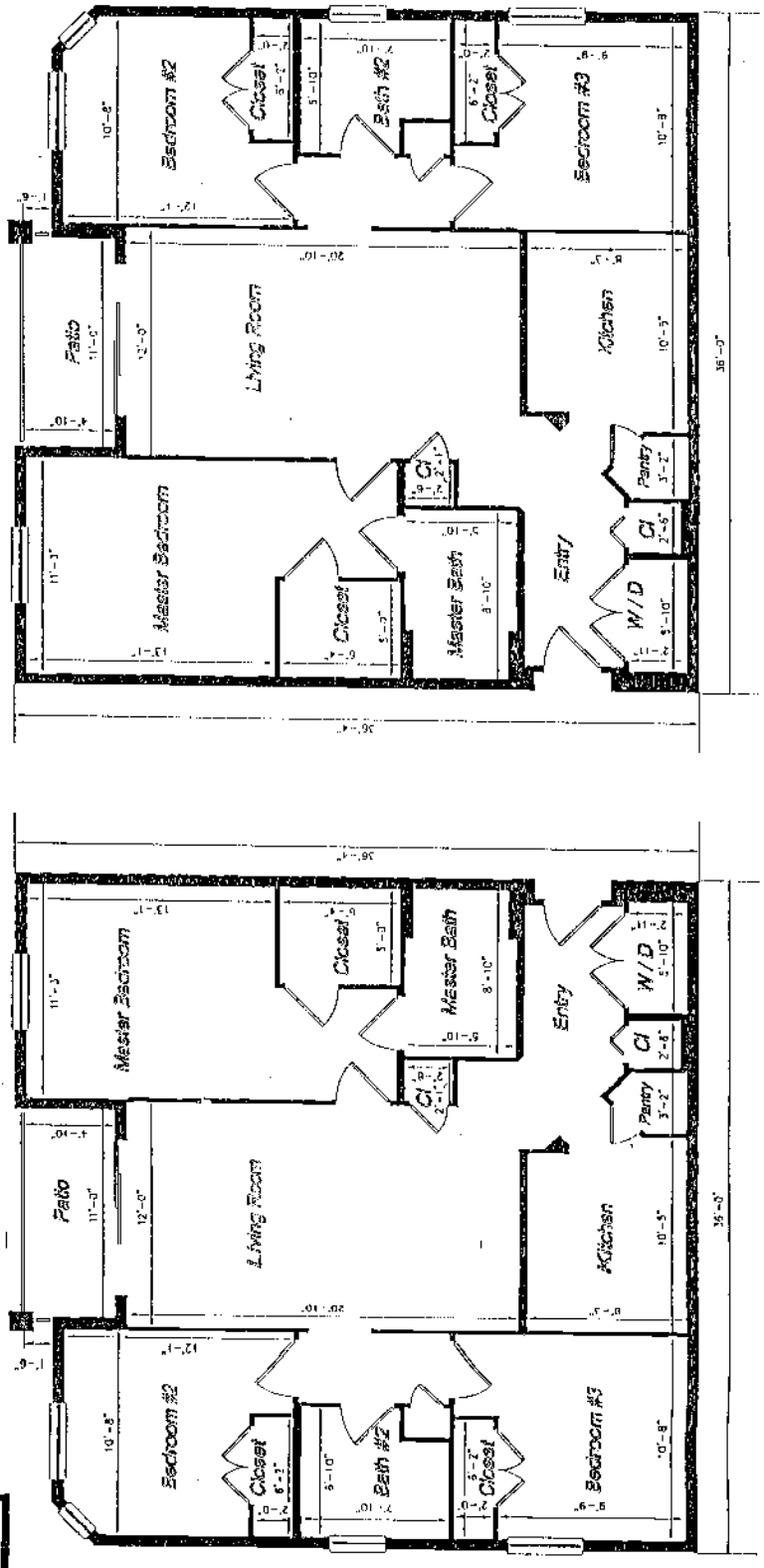
AMERICAN SURVEYING & MAPPING

251 NORTH EDGEWATER DRIVE • ORLANDO, FLORIDA 32804

(407) 426-7979

Wyndham Palms

A CONDOMINIUM



Phase 4

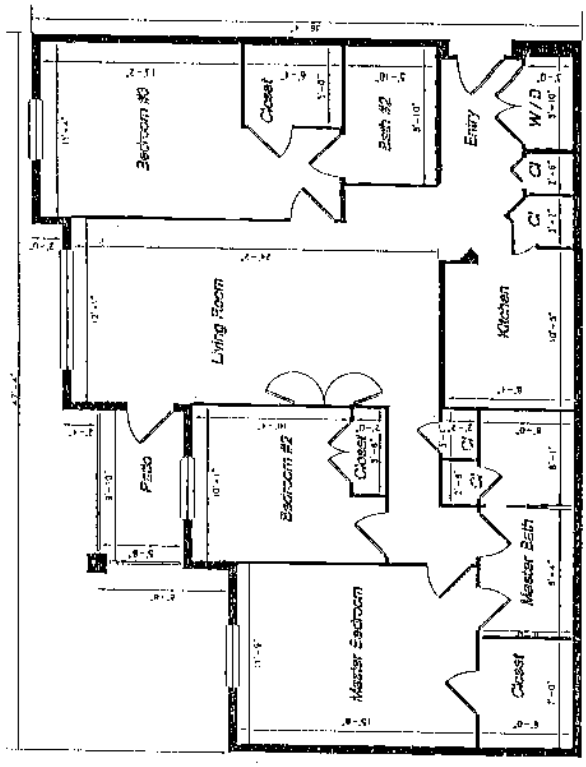
UNIT B – 1
TYPICAL FLOOR PLAN
NOT TO SCALE

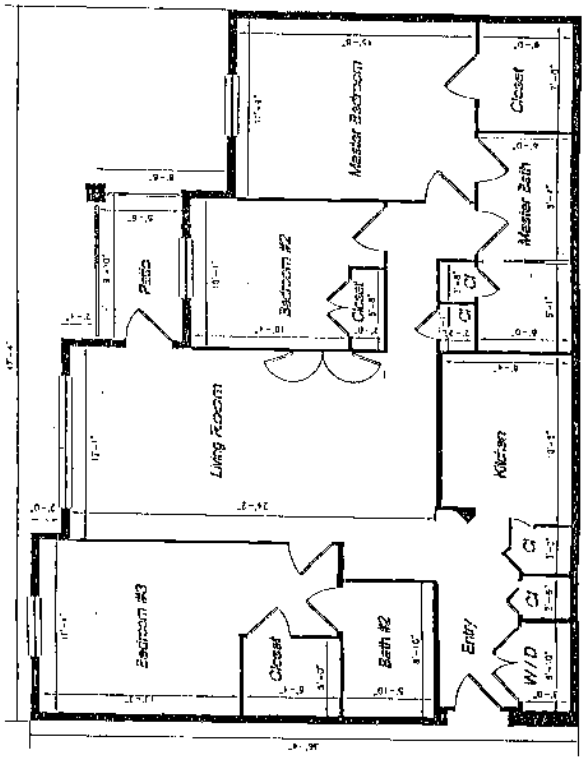
AMERICAN SURVEYING & MAPPING
3511 NORTH EDGEWATER DRIVE • ORLANDO, FLORIDA 32804
(407) 426-7979

Wyndham Palms

A CONDOMINIUM

CL 2001062456 OR 1871/2500





Phase 4

UNIT B – 2

TYPICAL FLOOR PLAN

NOT TO SCALE

ASM INC

AMERICAN SURVEYING & MAPPING

2611 NORTH EDGEWATER DRIVE • ORLANDO, FLORIDA 32804

(407) 426-7979

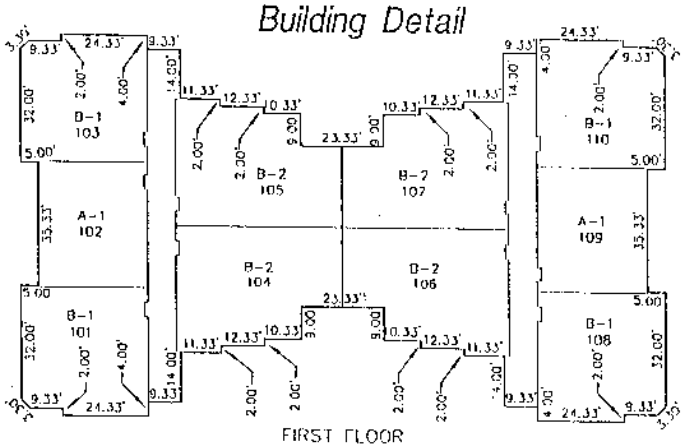
Wyndham Palms

A CONDOMINIUM

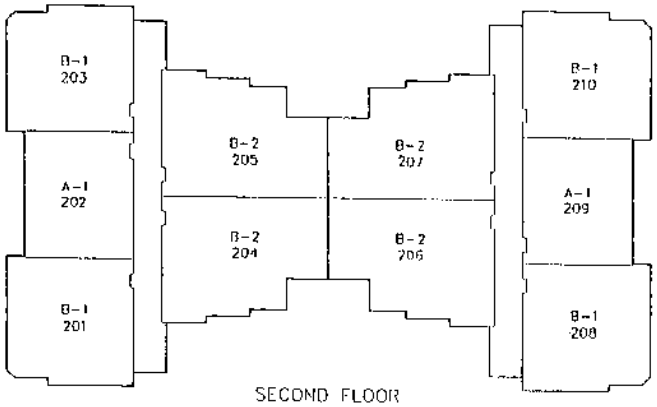
CL 2001062456 OR 1871/2501

Phase 4

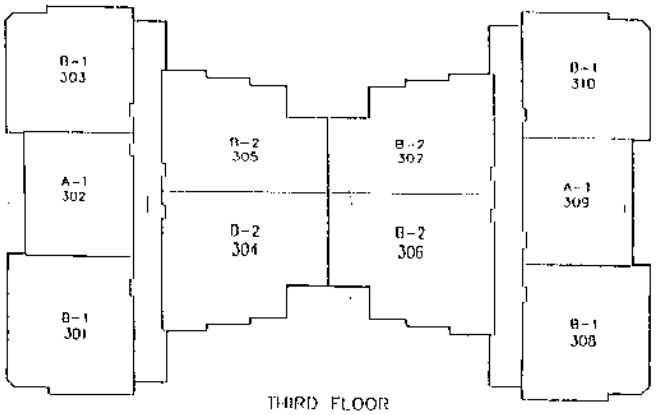
Building Detail



FIRST FLOOR



SECOND FLOOR



THIRD FLOOR

AMERICAN SURVEYING & MAPPING

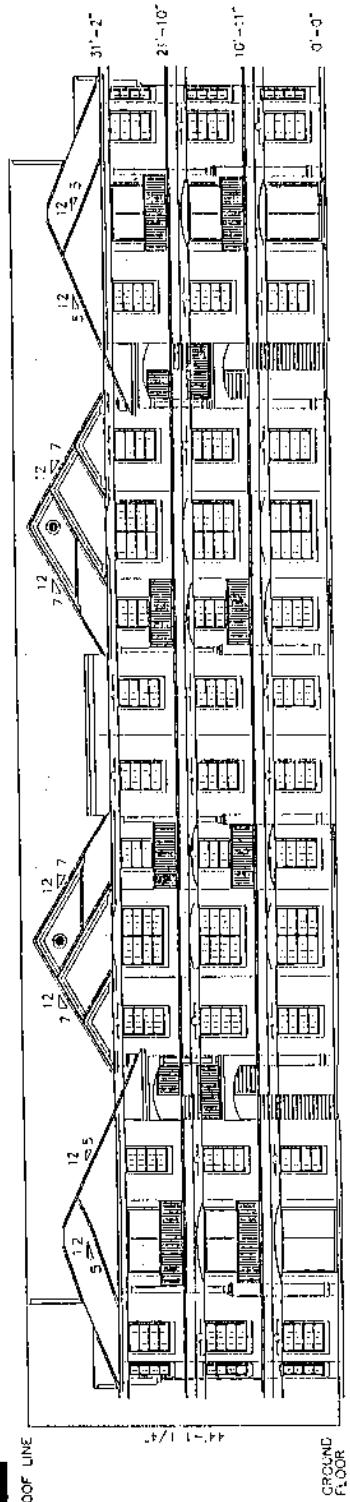
A-1, B-1 & B-2 DENOTES UNIT FLOOR PLAN
SEE SHEETS 3 THRU 5

Wyndham Palms

A CONDOMINIUM

CL 2001062456 OR 1871/2502

Phase 4



FRONT BUILDING ELEVATION
NOT TO SCALE

ASM
AMERICAN SURVEYING & MAPPING
2511 NORTH EDGEWATER DRIVE • ORLANDO, FLORIDA 32804
(407) 426-7979

STATE OF FLORIDA, COUNTY OF OSCEOLA I HEREBY CERTIFY that the above and foregoing is a true copy of the original document recorded in the public records.
LARRY WHALEY, Clerk Circuit Court
Dated 5-11-01 By Shawn Smiley D.C.

PREPARED BY AND RETURN TO:
Julius J Zschau, Esq
Johnson, Blakely, Pope, Bokor,
Ruppel & Burns, P.A.
911 Chestnut Street
Clearwater FL 33756

LARRY WHALEY 9P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2001087278 OR 1892/2379
SKS Date 06/26/2001 Time 14:10:49

SEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF WYNDHAM PALMS, A CONDOMINIUM

THIS AMENDMENT is made this 21st day of June, 2001, by PULTE HOME CORPORATION, a Michigan corporation ("Developer") in order to modify the terms of the Declaration of Condominium of Wyndham Palms, a Condominium ("Condominium"), recorded in O.R. Book 1756, at Page 864, of the Public Records of Osceola County, Florida (the "Declaration").

The purpose of this Seventh Amendment is to submit to the Condominium the Phase 6 and add to the Declaration the Surveyor's Certificate for the building within the portion of the Condominium described in the Declaration as Phase 6, which is substantially complete. The units and other improvements within and serving the buildings are as set forth in detail on Exhibit "1" attached hereto and made a part hereof. The plot plans, floor plans and elevation drawings shown in Exhibit "1" attached are incorporated into the Declaration as part of Exhibit "A-6" as shown on the attachments. Said building is described in said Exhibit "1" such that there can be determined from said Exhibit, together with the terms of the Declaration and its Exhibits, the location and dimensions of the buildings and the identification, location and dimensions of the common elements serving the building and of each unit therein.

Upon recording of this Amendment, the percentage ownership of the common elements and the allocation of common expenses and common surplus appurtenant to each unit shall be 1/180 percent as to all units.

THE CONDO BOOK EXHIBIT FOR WYNDHAM PALMS, PHASE 6 IS RECORDED IN CONDOMINIUM BOOK 5, PAGES 52 THROUGH 57, INCLUSIVE, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

IN WITNESS WHEREOF, the Developer has caused this Seventh Amendment to be executed as of the day and year first above written.

WITNESSES:

Judith L Duncan
Signature

Judith L. Duncan
Print name

Melissa Dalton
Signature

Melissa Dalton
Print name

PULTE HOME CORPORATION,
a Florida corporation

By: _____

As: Attorney-In-Fact

Address:
555 Winderley, Suite 420
Maitland, FL 32751

STATE OF FLORIDA)

COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 26 day of June, 2001, by Jim Leiterman, as Attorney in Fact of PULTE HOME CORPORATION, a Florida corporation, on behalf of the corporation. He [is personally known to me] [has produced _____ as identification] and [did] [did not] take an oath.

Melissa Theodoropoulos
Notary Public
Print name: _____
My commission expires: 3/12/2003

MELISSA THEODOROPOULOS
My Comm Exp. 3/12/2003
No CC 0612958
Personally Known | | Other I.D.

36263.101425
06/05/01 10:27 AM
#201296 v9 - PULTEWYNDHAMAMENDTODEC

Wyndham Palms

A CONDOMINIUM

CL 2001087278 OR 1892/2381

LEGAL DESCRIPTION

PHASE 6

BEGINNING AT THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA, THENCE ALONG THE NORTH LINE OF SAID SECTION 16, SOUTH 89°38'28" WEST A DISTANCE OF 1851.66 FEET; THENCE DEPARTING THE NORTH LINE OF SECTION 16, SOUTH 00°21'32" EAST A DISTANCE OF 1150.76 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 08°19'29" EAST A DISTANCE OF 173.41 FEET; THENCE SOUTH 81°40'31" WEST A DISTANCE OF 18.67 FEET; THENCE SOUTH 08°19'29" EAST A DISTANCE OF 32.95 FEET; THENCE SOUTH 82°49'21" WEST A DISTANCE OF 203.86 FEET; THENCE SOUTH 87°21'03" WEST A DISTANCE OF 15.59 FEET; THENCE NORTH 09° 35'05" WEST A DISTANCE OF 57.37 FEET; THENCE NORTH 21°59'56" WEST A DISTANCE OF 92.44 FEET; THENCE NORTH 19°13'00" WEST A DISTANCE OF 98.99 FEET; THENCE SOUTH 87°10'51" EAST A DISTANCE OF 203.48 FEET; THENCE NORTH 84°45'03" EAST A DISTANCE OF 80.29 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1.28 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, BRETT MOSCOVITZ, OF ORLANDO, FLORIDA, CERTIFY AS FOLLOWS:

1. I AM A SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA

2. THIS CERTIFICATE IS MADE TO WYNDHAM PALMS, A CONDOMINIUM LOCATED AT SANDHILL ROAD, KISSIMMEE, OSCEOLA COUNTY, FLORIDA AND IN COMPLIANCE WITH SECTION 718.104(4)(E), FLORIDA STATUTES.

3. THE CONSTRUCTION OF THE IMPROVEMENTS DESIGNATED AS PHASE 6 REFERENCED ON THE PLAT RECORDED IN CONDOMINIUM EXHIBIT BOOK PAGE(S) , PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA ("PLAT") WHICH IS ATTACHED AS EXHIBIT A-1 TO THE DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK PAGE(S) , PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, (DECLARATION), IS SUBSTANTIALLY COMPLETE SO THAT THE DESCRIPTION OF IMPROVEMENTS AS SHOWN ON THE ATTACHED SHEETS AS PHASE 6 TOGETHER WITH THE PROVISIONS OF THE DECLARATION IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT ON PHASE 6 CAN BE DETERMINED FROM THESE MATERIALS.

BRETT A. MOSCOVITZ
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION #5011

ASM
AMERICAN SURVEYING & MAPPING

Exhibit 1

Wyndham Palms

A CONDOMINIUM

CL 2001087278 OR 1892/2382

NOTES

1. The bearing structure shown hereon based on the North line of Section 18, Township 25 South, Range 27 East, Osceola County, Florida, that being South 89°38'28" West
2. Other easements over and benefiting the Condominium Property have been granted or retained in the Declaration of Condominium of Wyndham Palms Condominium, as amended from time to time. The Developer has reserving the right to grant other easements over the Condominium Property from time to time

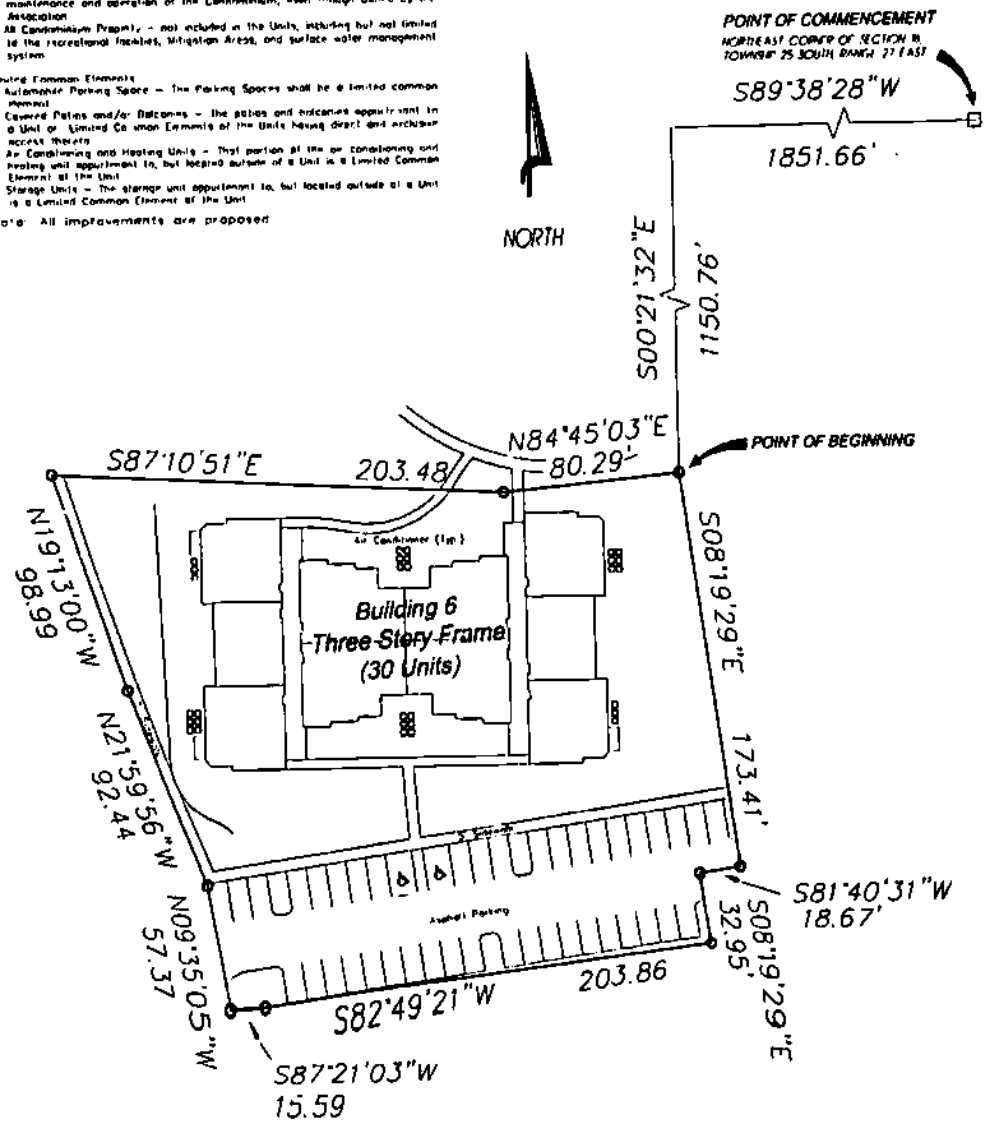
Common Elements Shall Include

1. All of those items listed in the Condominium Act of Florida Statute 718.108
2. Tangible Personal Property - deemed proper by the Association for the maintenance and operation of the Condominium, even though owned by the Association
3. All Condominium Property - not included in the Units, including but not limited to the recreational facilities, Mitigation Areas, and surface water management system

Limited Common Elements

1. Automobile Parking Space - The Parking Spaces shall be a limited common element
2. Covered Patios and/or Balconies - the patios and balconies appurtenant to a Unit or Limited Common Elements of the Units having direct and exclusive access thereto
3. Air Conditioning and Heating Units - That portion of the air conditioning and heating unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit
4. Storage Units - The storage unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit

Note: All improvements are proposed



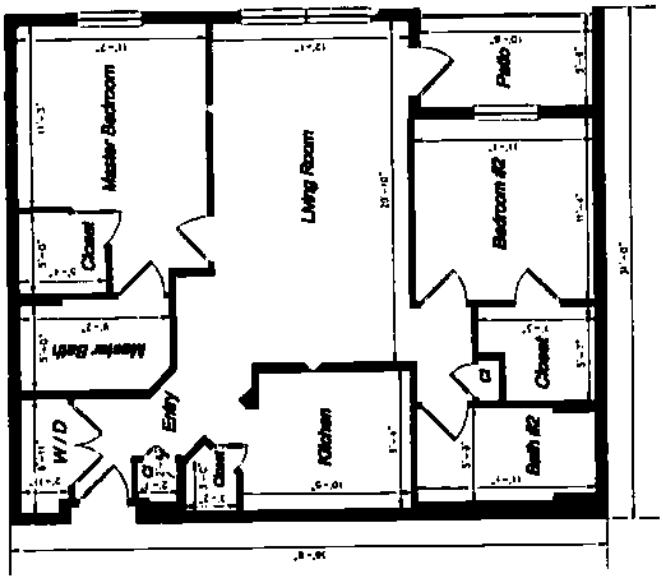
SITE PLAN

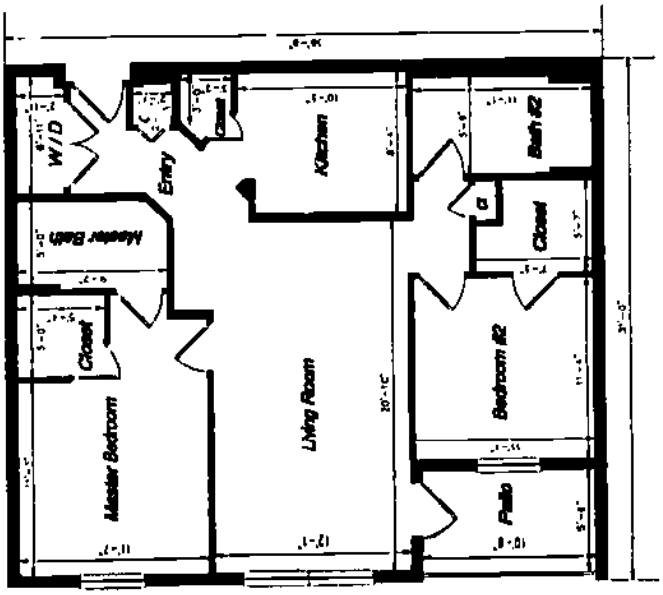
THIS IS NOT A BOUNDARY SURVEY.
NOT TO SCALE - 06/18/01

ASM
AMERICAN SURVEYING & MAPPING

Wyndham Palms
A CONDOMINIUM

CL 2001087278 OR 1892/2383





Phase 6

UNIT A – 1

TYPICAL FLOOR PLAN

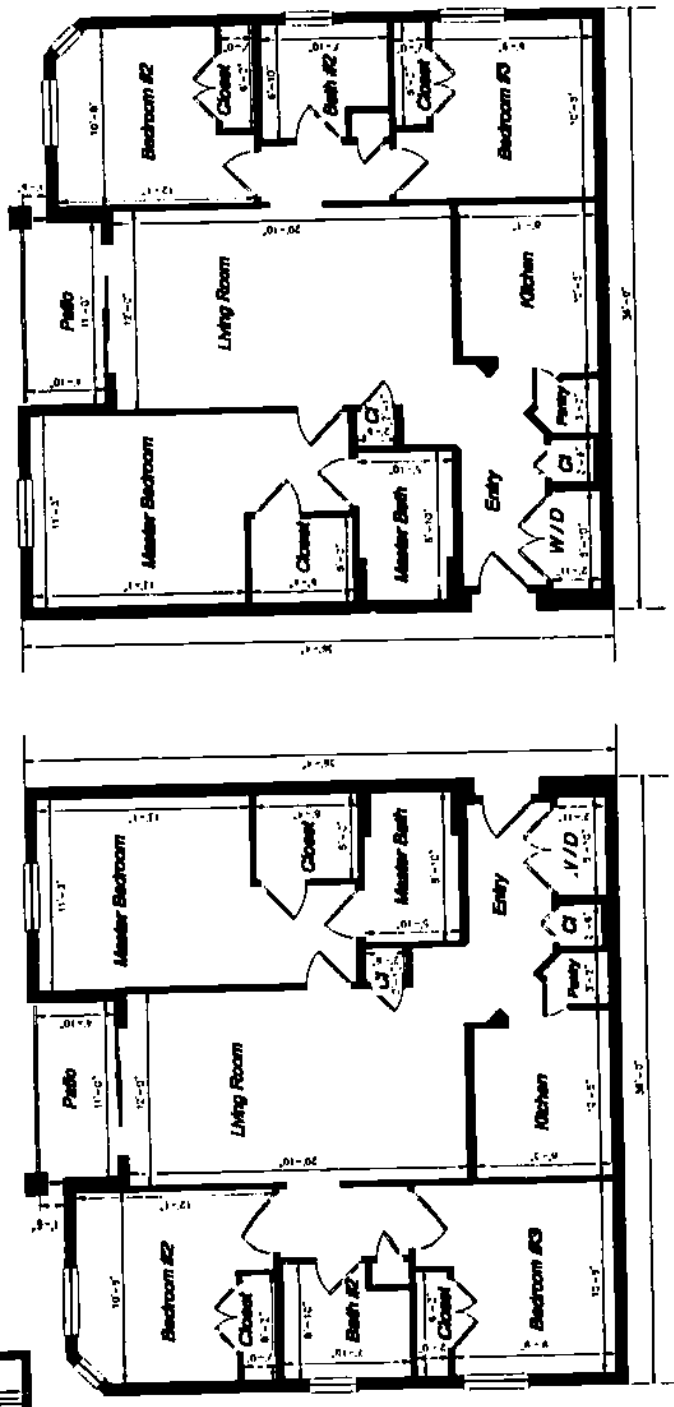
NOT TO SCALE

AMERICAN SURVEYING & MAPPING

Wyndham Palms

A CONDOMINIUM

CL 2001087278 OR 1892/2384



Phase 6

UNIT B - 1

TYPICAL FLOOR PLAN

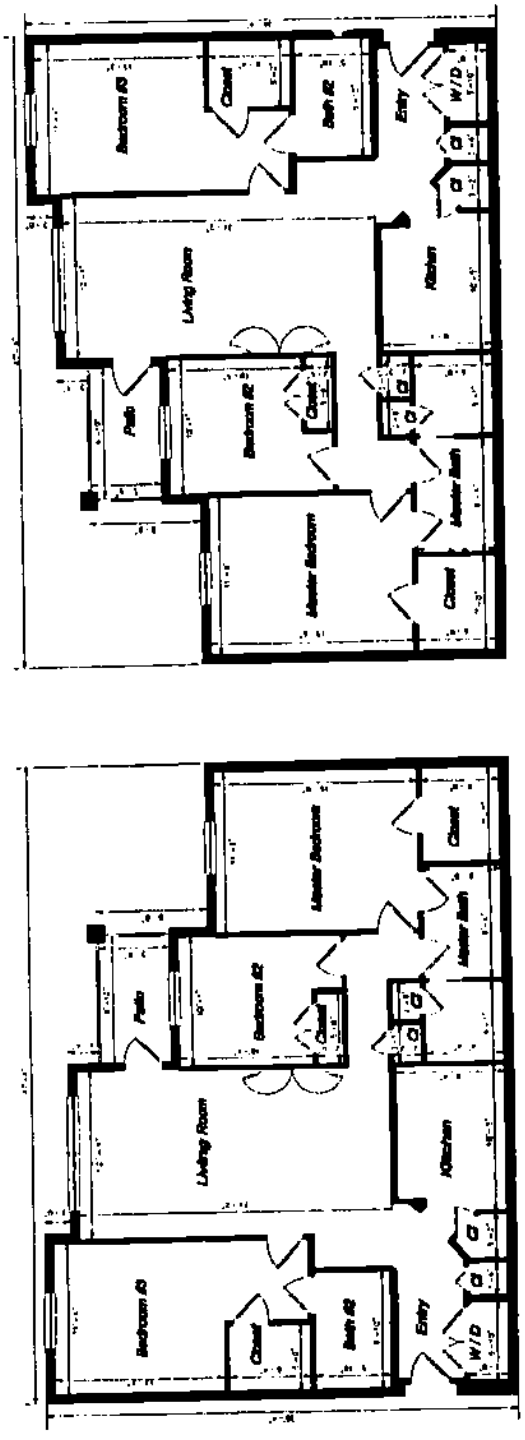
NOT TO SCALE

AMERICAN SURVEYING & MAPPING

Wyndham Palms

A CONDOMINIUM

CL 2001087278 OR 1892/2385



Phase 6

UNIT B - 2

TYPICAL FLOOR PLAN

NOT TO SCALE

ASM

AMERICAN SURVEYING & MAPPING

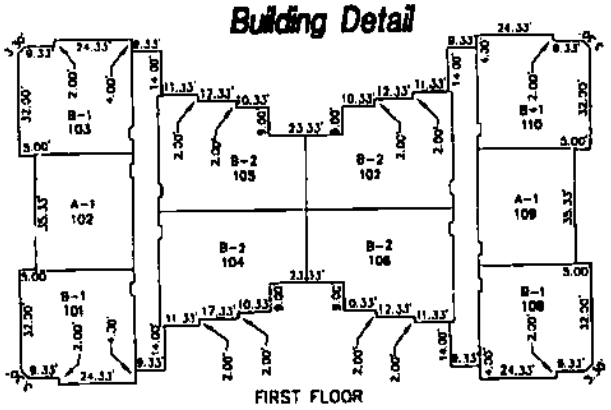
Wyndham Palms

A CONDOMINIUM

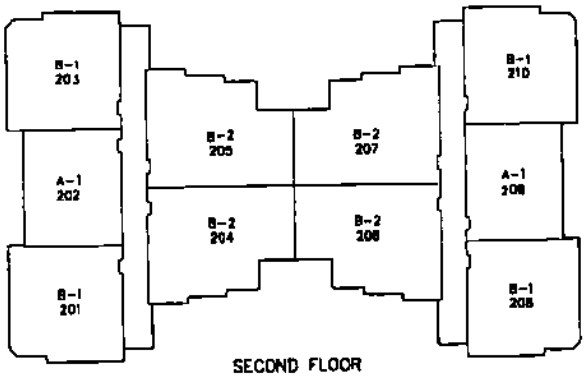
CL 2001087278 OR 1892/2386

Phase 6

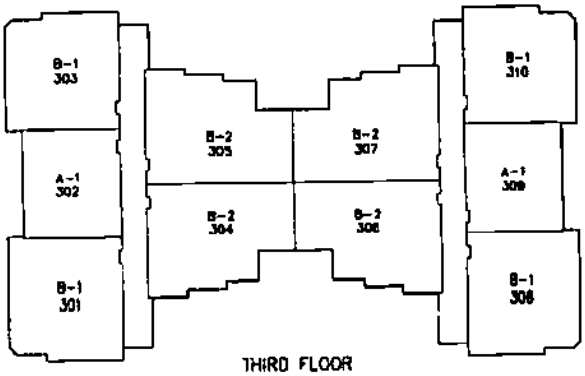
Building Detail



FIRST FLOOR



SECOND FLOOR



THIRD FLOOR

ASM
AMERICAN SURVEYING & MAPPING

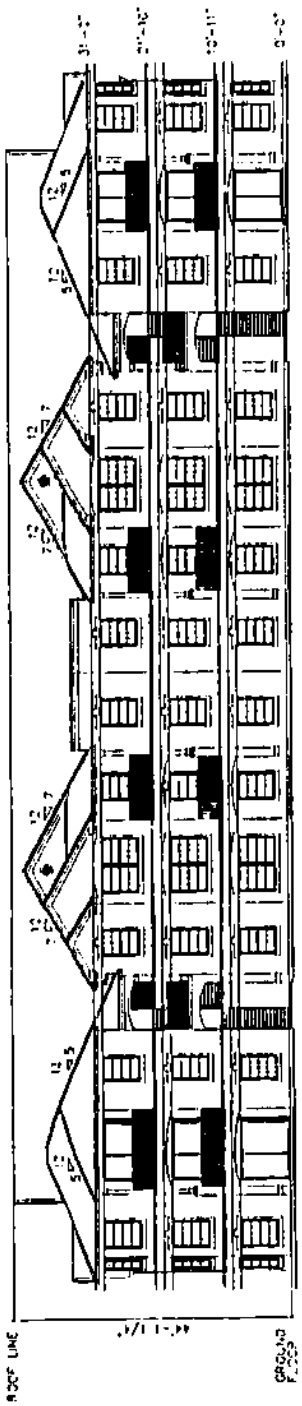
A-1, B-1 & B-2 DENOTES UNIT FLOOR PLAN
SEE SHEETS 3 THRU 5

Wyndham Palms

A CONDOMINIUM

CL 2001087278 OR 1832/2387

Phase 6



FRONT BUILDING ELEVATION
NOT TO SCALE

ASM
AMERICAN SURVEYING & MAPPING

LARRY WHALEY 9P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2002007571 OR 1986/1218
PAL Date 01/11/2002 Time 14:34:25

PREPARED BY AND RETURN TO:
Julius J. Zschau, Esq.
Johnson, Blakely, Pope, Bokor,
Ruppel & Burns, P.A.
911 Chestnut Street
Clearwater FL 33756

EIGHTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF WYNDHAM PALMS, A CONDOMINIUM

THIS AMENDMENT is made this 11th day of January, 2002, by PULTE HOME CORPORATION, a Michigan corporation ("Developer") in order to modify the terms of the Declaration of Condominium of Wyndham Palms, a Condominium ("Condominium"), recorded in O.R. Book 1756, at Page 864, of the Public Records of Osceola County, Florida (the "Declaration").

The purpose of this Eighth Amendment is to submit to the Condominium the Phase 9 and add to the Declaration the Surveyor's Certificate for the building within the portion of the Condominium described in the Declaration as Phase 9, which is substantially complete. The units and other improvements within and serving the buildings are as set forth in detail on Exhibit "1" attached hereto and made a part hereof. The plot plans, floor plans and elevation drawings shown in Exhibit "1" attached are incorporated into the Declaration as part of Exhibit "A-9" as shown on the attachments. Said building is described in said Exhibit "1" such that there can be determined from said Exhibit, together with the terms of the Declaration and its Exhibits, the location and dimensions of the buildings and the identification, location and dimensions of the common elements serving the building and of each unit therein.

Upon recording of this Amendment, the percentage ownership of the common elements and the allocation of common expenses and common surplus appurtenant to each unit shall be 1/210 percent as to all units.

THE CONDO BOOK EXHIBIT FOR WYNDHAM PALMS, PHASE 9 IS RECORDED IN CONDOMINIUM BOOK 5, PAGES 82 THROUGH 83 INCLUSIVE, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

IN WITNESS WHEREOF, the Developer has caused this Eighth Amendment to be executed as of the day and year first above written.

WITNESSES:

Judith L Duncan
Signature

Judith L. Duncan
Print name

Signature

Nikia Collins
Print name

PULTE HOME CORPORATION,
a Florida corporation

By: _____

As: Attorney In Fact

Address:
555 Winderley, Suite 420
Maitland, FL 32751

STATE OF FLORIDA)

COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 11th day of JANUARY, 2002, by CHARLES COOK, as ATTORNEY-IN-FACT of PULTE HOME CORPORATION, a Florida corporation, on behalf of the corporation. He [is personally known to me] [has produced PERSONALLY KNOWN as identification] and [did]-[did not] take an oath.

DIANA M. CABRERA
Notary Public - State of Florida
Commission # DD 015582
My Commission Expires April 4, 2005

Diana M Cabrera
Notary Public
Print name: DIANA M. CABRERA
My commission expires: 4-4-2005

36263.101425
11/21/2001
#201296 v10

Wyndham Palms

A CONDOMINIUM

CL 2002007571 OR 1986/1220

LEGAL DESCRIPTION

PHASE 9

BEGINNING AT THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA, THENCE ALONG THE NORTH LINE OF SAID SECTION 16, SOUTH 89°38'28" WEST A DISTANCE OF 2061.00 FEET; THENCE DEPARTING THE NORTH LINE OF SECTION 16, SOUTH 00°21'32" EAST A DISTANCE OF 913.63 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 28°17'18" EAST A DISTANCE OF 276.13 FEET; THENCE NORTH 87°10'51" WEST A DISTANCE OF 203.48 FEET; THENCE SOUTH 19°13'00" EAST A DISTANCE OF 98.99 FEET; THENCE SOUTH 69°20'35" WEST A DISTANCE OF 31.01 FEET TO A POINT ON A NON-TANGENT CURVE, SAID CURVE IS CONCAVE EASTERLY, HAVING A RADIUS OF 2000.00 FEET, AND AN INCLUDED ANGLE OF 8°55'41", (CHORD BEARING NORTH 16°11'35" WEST, CHORD DISTANCE OF 311.33 FEET), RUN ALONG SAID CURVE A DISTANCE OF 311.64 FEET TO A POINT; THENCE NORTH 76°04'41" EAST A DISTANCE OF 160.34 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.09 ACRES, MORE OR LESS.

Wyndham Palms

A CONDOMINIUM

NOTES:

1. The bearing structure shown hereon based on the North line of Section 16, Township 25 South, Range 27 East, Osceola County, Florida, that being South 89°38'28" West.
2. Other easements over and benefiting the Condominium Property have been granted or retained in the Declaration of Condominium of Wyndham Palms Condominium, as amended from time to time. The Developer has reserved the right to grant other easements over the Condominium Property from time to time.

Common Elements Shall Include:

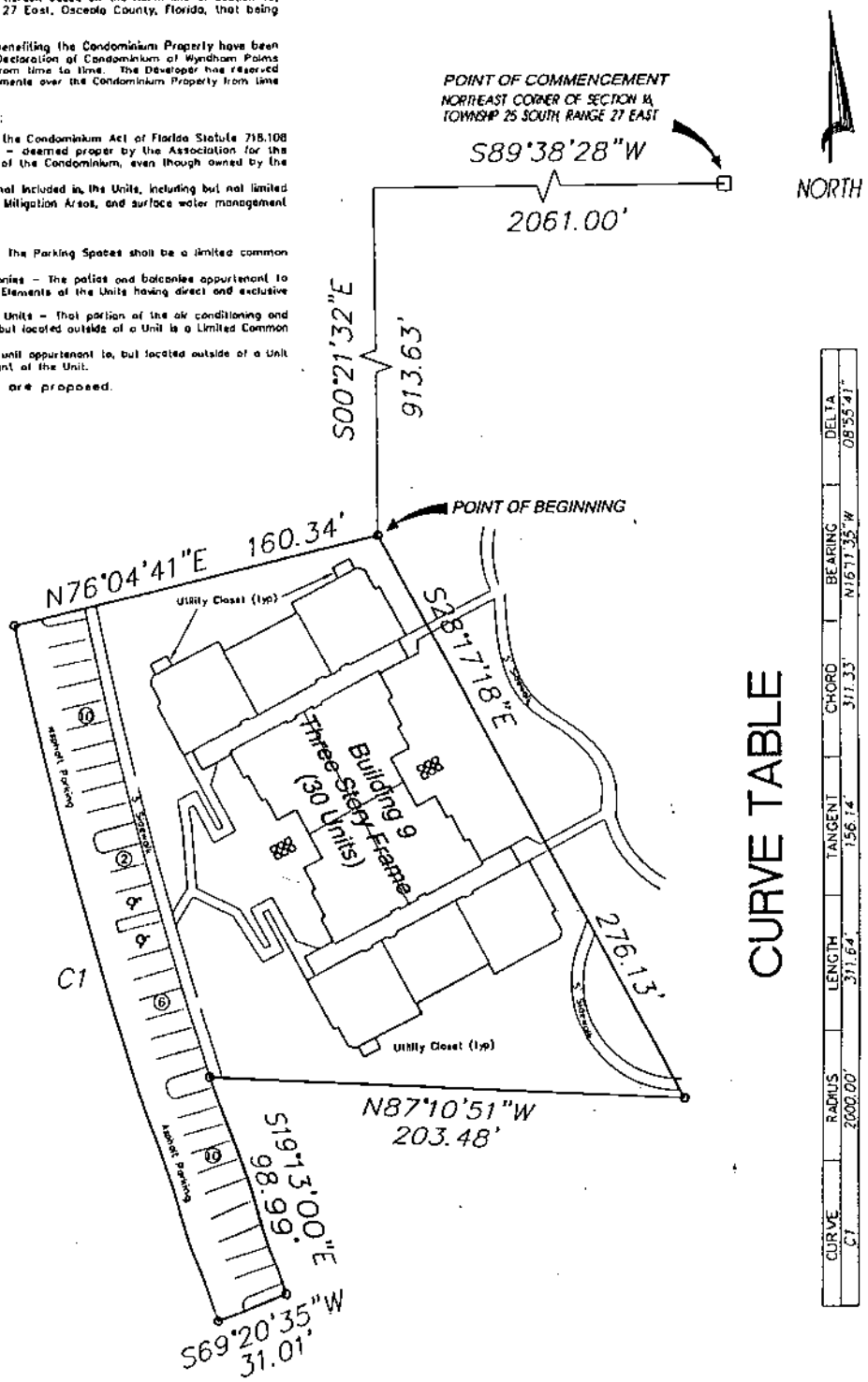
1. All of those items stated in the Condominium Act of Florida Statute 718.108
2. Tangible Personal Property – deemed proper by the Association for the maintenance and operation of the Condominium, even though owned by the Association
3. All Condominium Property – not included in the Units, including but not limited to the recreational facilities, Mitigation Areas, and surface water management system.

Limited Common Elements

1. Automobile Parking Space – The Parking Spaces shall be a limited common element.
2. Covered Patios and/or Balconies – The patios and balconies appurtenant to a Unit are Limited Common Elements of the Units having direct and exclusive access thereto.
3. Air Conditioning and Heating Units – That portion of the air conditioning and heating unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.
4. Storage Units – The storage unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.

Note: All improvements are proposed.

CL 2002007571 OR 1986/1221



CURVE TABLE

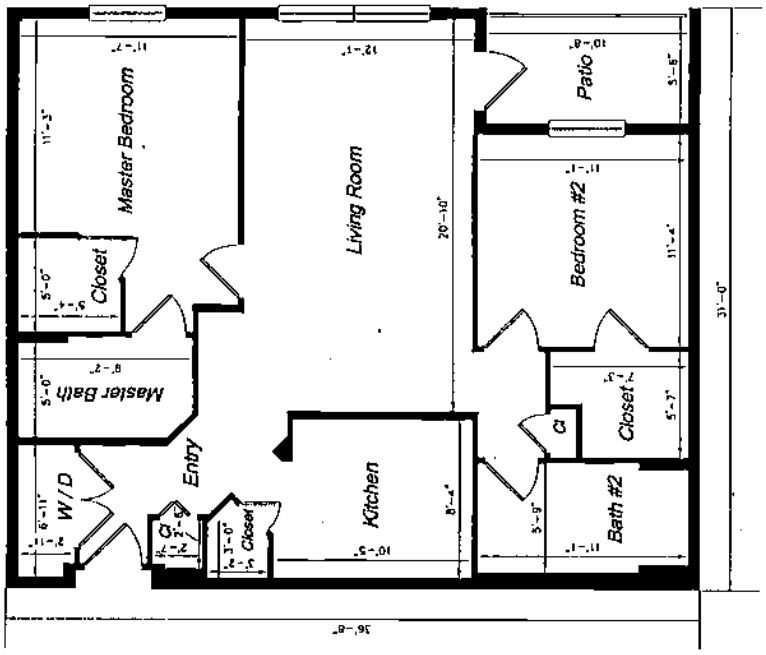
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	2000.00'	311.64'	156.14'	311.33'	N16°17'35"W	08°55'41"

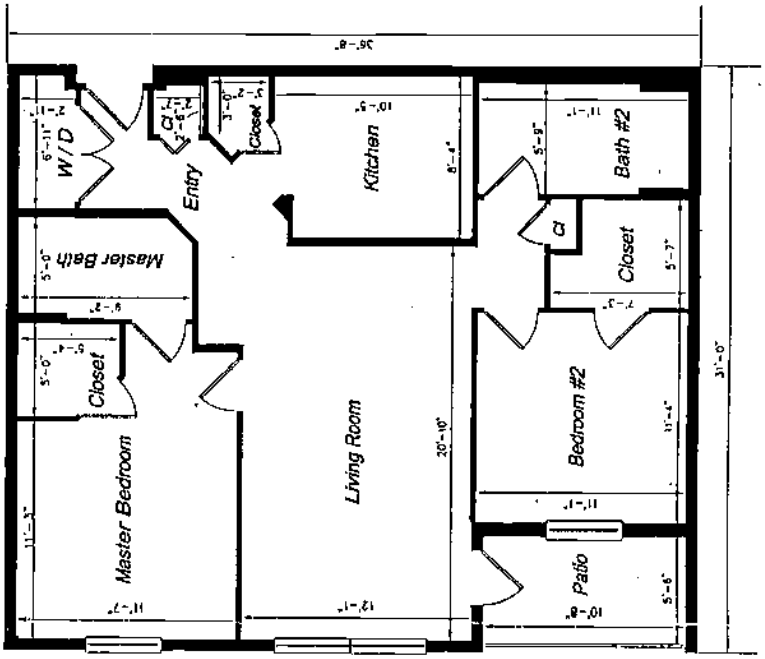
THIS IS NOT A BOUNDARY SURVEY.
NOT TO SCALE – 12/18/01

ASM INC
AMERICAN SURVEYING & MAPPING
320 EAST SOUTH STREET SUITE 350 ORLANDO, FLORIDA 32801
(407) 422-7711

Wyndham Palms

A CONDOMINIUM





Phase 9

UNIT A - 1

TYPICAL FLOOR PLAN

NOT TO SCALE

AMERICAN SURVEYING & MAPPING

2511 NORTH EDGEWATER DRIVE • ORLANDO, FLORIDA 32804

(407) 425-7979

CL 2002007571

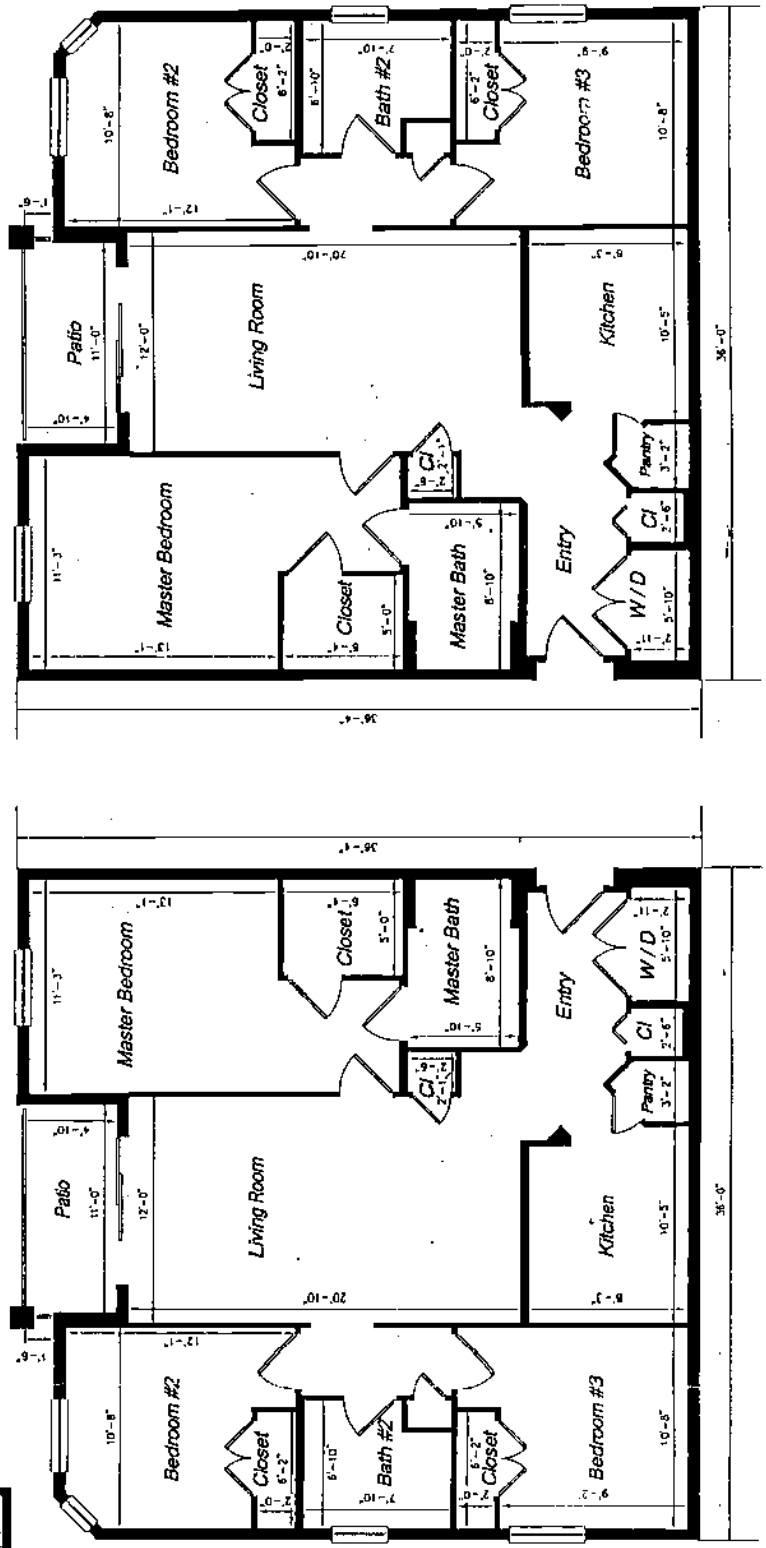
OR 1986/1222

Wyndham Palms

A CONDOMINIUM

OR 1986/1223

CL 2002007571



Phase 9

UNIT B - 1

TYPICAL FLOOR PLAN

NOT TO SCALE

ASM INC.

AMERICAN SURVEYING & MAPPING

2511 NORTH EDGEWATER DRIVE • ORLANDO, FLORIDA 32804

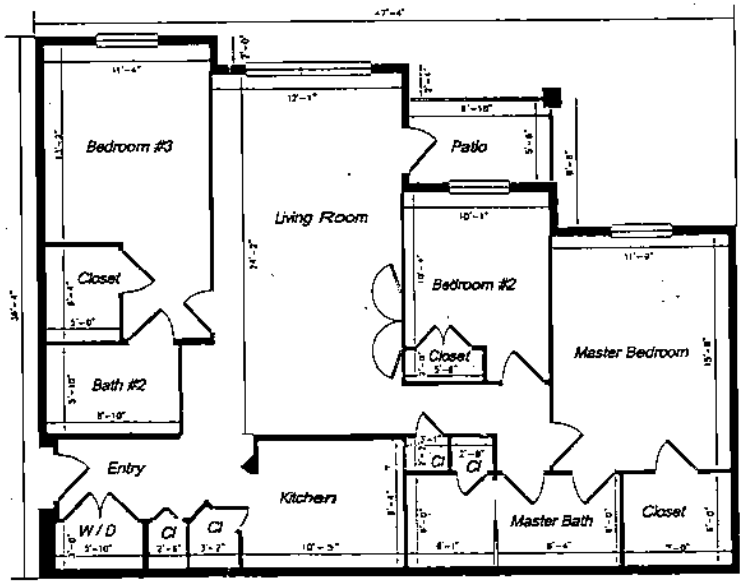
(407) 426-7979

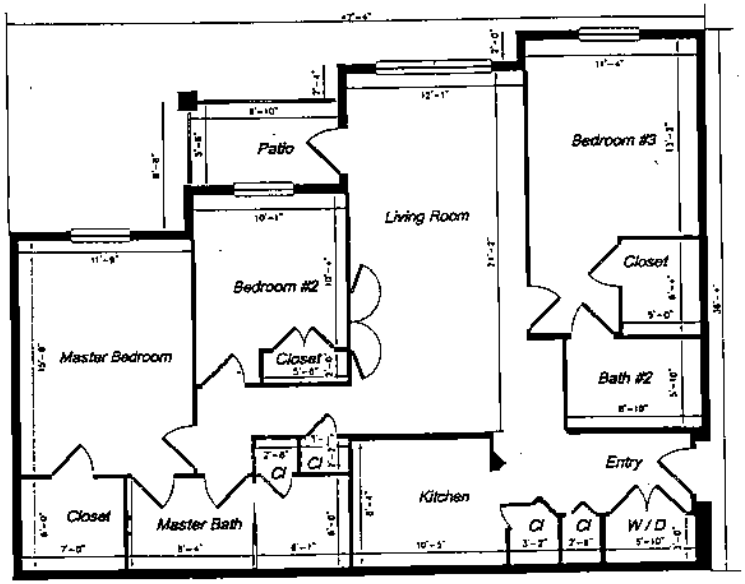
AMERICAN SURVEYING & MAPPING
2311 NORTH ORANGE AVENUE • ORLANDO, FLORIDA 32804
(407) 425-7979

Wyndham Palms
A CONDOMINIUM

Phase 9

UNIT B – 2
TYPICAL FLOOR PLAN
NOT TO SCALE

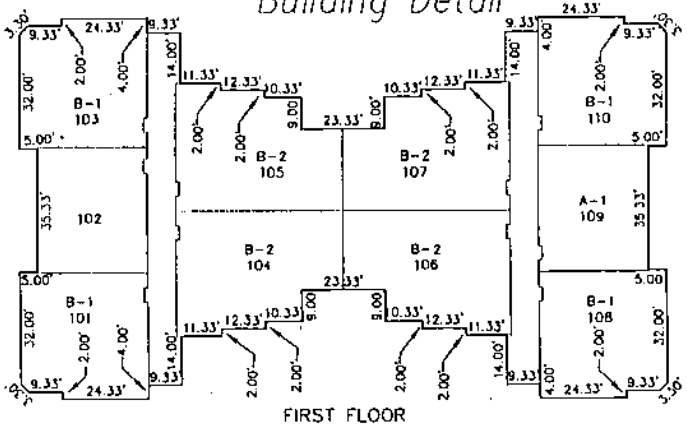




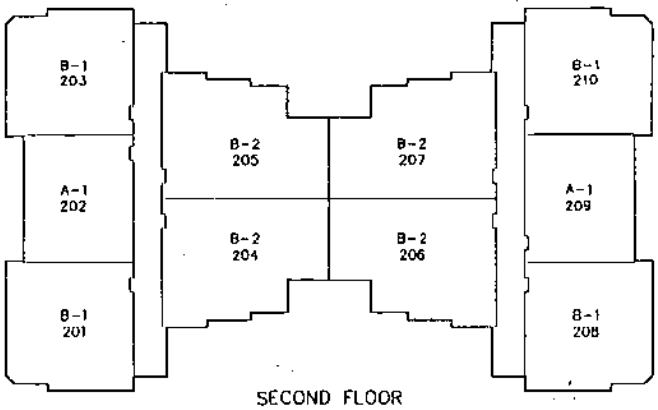
Wyndham Palms
A CONDOMINIUM

CL 2002007571 OR 1986/1225

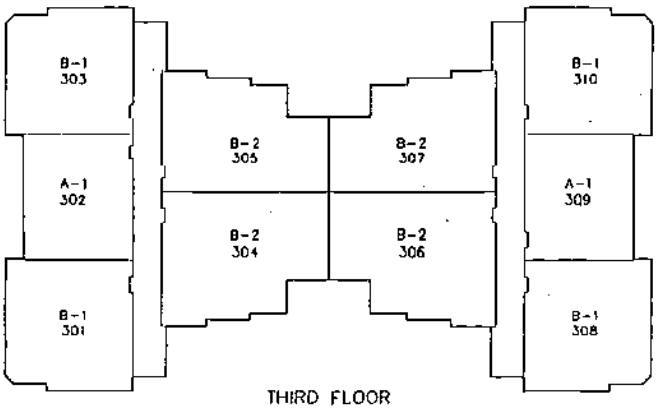
Phase 9
Building Detail



FIRST FLOOR



SECOND FLOOR



THIRD FLOOR

AMERICAN SURVEYING & MAPPING, INC.
2511 NORTH EDGEWATER DRIVE • ORLANDO, FLORIDA 32804
(407) 426-7979

A-1, B-1 & B-2 DENOTES UNIT FLOOR PLAN
SEE SHEETS 3 THRU 5

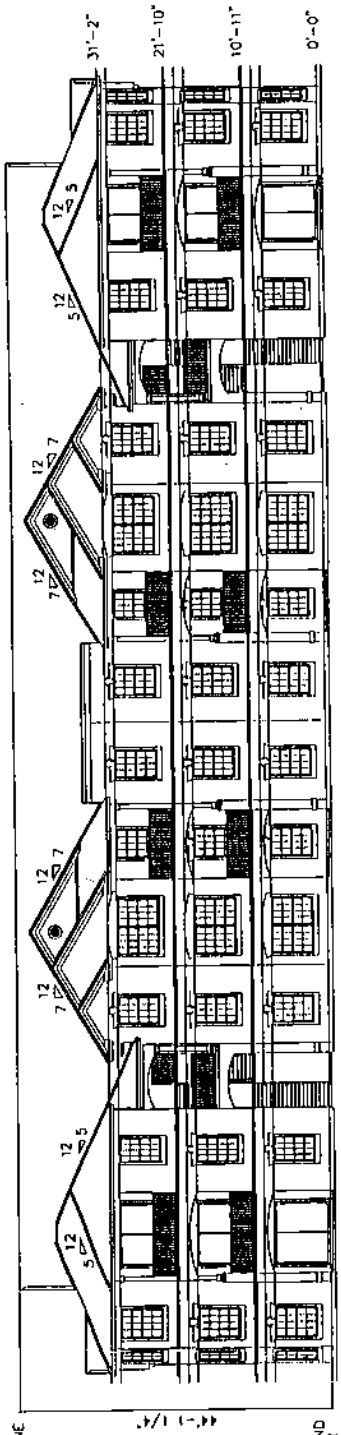
Wyndham Palms

A CONDOMINIUM

Phase 9

OR 1986/1226

CL 2002007571



FRONT BUILDING ELEVATION
NOT TO SCALE

STATE OF FLORIDA COUNTY OF OSCEOLA I HEREBY CERTIFY
that the ... is a true copy of the
original ... in the public records.
... HALEY, Clerk Circuit Court
Dated 1/11/2003 By ... D.C.

ASM
AMERICAN SURVEYING & MAPPING
2511 NORTH EDGEWATER DRIVE • ORLANDO, FLORIDA 32804
(407) 428-7878

LARRY WHALEY 9P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2002163244 OR 2118/479
BIW Date 09/27/2002 Time 12:20:21

PREPARED BY:
Julius J. Zschau, Esq.
Pennington, Moore, Wilkinson, Bell & Dunbar, P.A.
2701 N. Rocky Point Drive, Suite 930
Tampa, Florida 33607
File: 20022-17218

RETURN TO:

NINTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF WYNDHAM PALMS, A CONDOMINIUM

THIS NINTH AMENDMENT is made this 24th day of SEPTEMBER, 2002, by PULTE HOME CORPORATION, a Michigan corporation ("Developer") in order to modify the terms of the Declaration of Condominium of Wyndham Palms, a Condominium ("Condominium"), recorded in O.R. Book 1756, at Page 864, of the Public Records of Osceola County, Florida (the "Declaration").

The purpose of this Ninth Amendment is to submit to the Condominium the Phase 7 and add to the Declaration the Surveyor's Certificate for the building within the portion of the Condominium described in the Declaration as Phase 7, which is substantially complete. The units and other improvements within and serving the buildings are as set forth in detail on Exhibit "1" attached hereto and made a part hereof. The plot plans, floor plans and elevation drawings shown in Exhibit "1" attached are incorporated into the Declaration as part of Exhibit "A-7" as shown on the attachments. Said building is described in said Exhibit "1" such that there can be determined from said Exhibit, together with the terms of the Declaration and its Exhibits, the location and dimensions of the buildings and the identification, location and dimensions of the common elements serving the building and of each unit therein.

Upon recording of this Amendment, the percentage ownership of the common elements and the allocation of common expenses and common surplus appurtenant to each unit shall be 1/240 percent as to all units.

THE CONDO BOOK EXHIBIT FOR WYNDHAM PALMS, PHASE 9 IS RECORDED IN CONDOMINIUM BOOK 5, PAGES 182 THROUGH 183 INCLUSIVE, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

IN WITNESS WHEREOF, the Developer has caused this Ninth Amendment to be executed as of the day and year first above written.

WITNESSES:

Judith L Duncan
Signature

Judith L. Duncan
Print name

Bonnie Christenson
Signature

Bonnie Christenson
Print name

PULTE HOME CORPORATION,
a Florida corporation

By: Jim Leiferman
As: Attorney-In-Fact

Address:
555 Winderley, Suite 420
Maitland, FL 32751

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 24th day of SEPTEMBER, 2002, by JIM LEIFERMAN, as ATTORNEY-IN-FACT of PULTE HOME CORPORATION, a Florida corporation, on behalf of the corporation. He [is personally known to me] ~~[has produced _____ as identification]~~ and ~~[did]~~ [did not] take an oath.

DIANA M. CABRERA
Notary Public - State of Florida
Commission #DD 015582
My Commission Expires April 4, 2005

Diana M Cabrera
Notary Public
Print name: DIANA M. CABRERA
My commission expires: 4-4-2005
COMMISSION # DD 015582

Wyndham Palms
A CONDOMINIUM

LEGAL DESCRIPTION

PHASE 7

BEGINNING AT THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA, THENCE ALONG THE NORTH LINE OF SAID SECTION 16, SOUTH 89°38'28" WEST A DISTANCE OF 2071.31 FEET; THENCE DEPARTING THE NORTH LINE OF SECTION 16, SOUTH 00°21'32" EAST A DISTANCE OF 1319.46 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 21°59'56" EAST A DISTANCE OF 6.95 FEET; THENCE SOUTH 09°35'05" EAST A DISTANCE OF 57.37 FEET; THENCE NORTH 87°21'03" EAST A DISTANCE OF 15.59 FEET TO A POINT ON A NON-TANGENT CURVE, SAID CURVE IS CONCAVE WESTERLY, HAVING A RADIUS OF 331.00 FEET, AND AN INCLUDED ANGLE OF 37°29'45", (CHORD BEARING SOUTH 05°44'38" EAST, CHORD DISTANCE OF 212.77 FEET), RUN ALONG SAID CURVE A DISTANCE OF 216.61 FEET TO A POINT; THENCE SOUTH 74°39'13" WEST A DISTANCE OF 166.43 FEET; THENCE NORTH 24°55'40" WEST A DISTANCE OF 285.99 FEET; THENCE NORTH 67°49'20" EAST A DISTANCE OF 174.62 FEET; THENCE SOUTH 22°34'10" EAST A DISTANCE OF 27.01 FEET; THENCE NORTH 67°03'37" EAST A DISTANCE OF 18.99 FEET; THENCE NORTH 81°48'37" EAST A DISTANCE OF 27.91 FEET; THENCE NORTH 66°51'18" EAST A DISTANCE OF 16.17 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.45 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, BRETT MOSCOVITZ, OF ORLANDO, FLORIDA, CERTIFY AS FOLLOWS:

1. I AM A SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA

2. THIS CERTIFICATE IS MADE TO WYNDHAM PALMS, A CONDOMINIUM LOCATED AT SANDHILL ROAD, KISSIMMEE, OSCEOLA COUNTY, FLORIDA AND IN COMPLIANCE WITH SECTION 718.104(4)(E), FLORIDA STATUTES.

3. THE CONSTRUCTION OF THE IMPROVEMENTS DESIGNATED AS PHASE 7 REFERENCED ON THE PLAT RECORDED IN CONDOMINIUM EXHIBIT BOOK PAGE(S) , PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA ("PLAT") WHICH IS ATTACHED AS EXHIBIT A-1 TO THE DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK PAGE(S) , PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, (DECLARATION), IS SUBSTANTIALLY COMPLETE SO THAT THE DESCRIPTION OF IMPROVEMENTS AS SHOWN ON THE ATTACHED SHEETS AS PHASE 7 TOGETHER WITH THE PROVISIONS OF THE DECLARATION IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT ON PHASE 7 CAN BE DETERMINED FROM THESE MATERIALS.

BRETT A. MOSCOVITZ
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION #5011

AMERICAN SURVEYING & MAPPING, INC.
320 EAST SOUTH STREET SUITE 150 • ORLANDO, FLORIDA 32801
(407) 425-7979

CL 2002163244

OR 2118/481

Wyndham Palms
A CONDOMINIUM

NOTES:

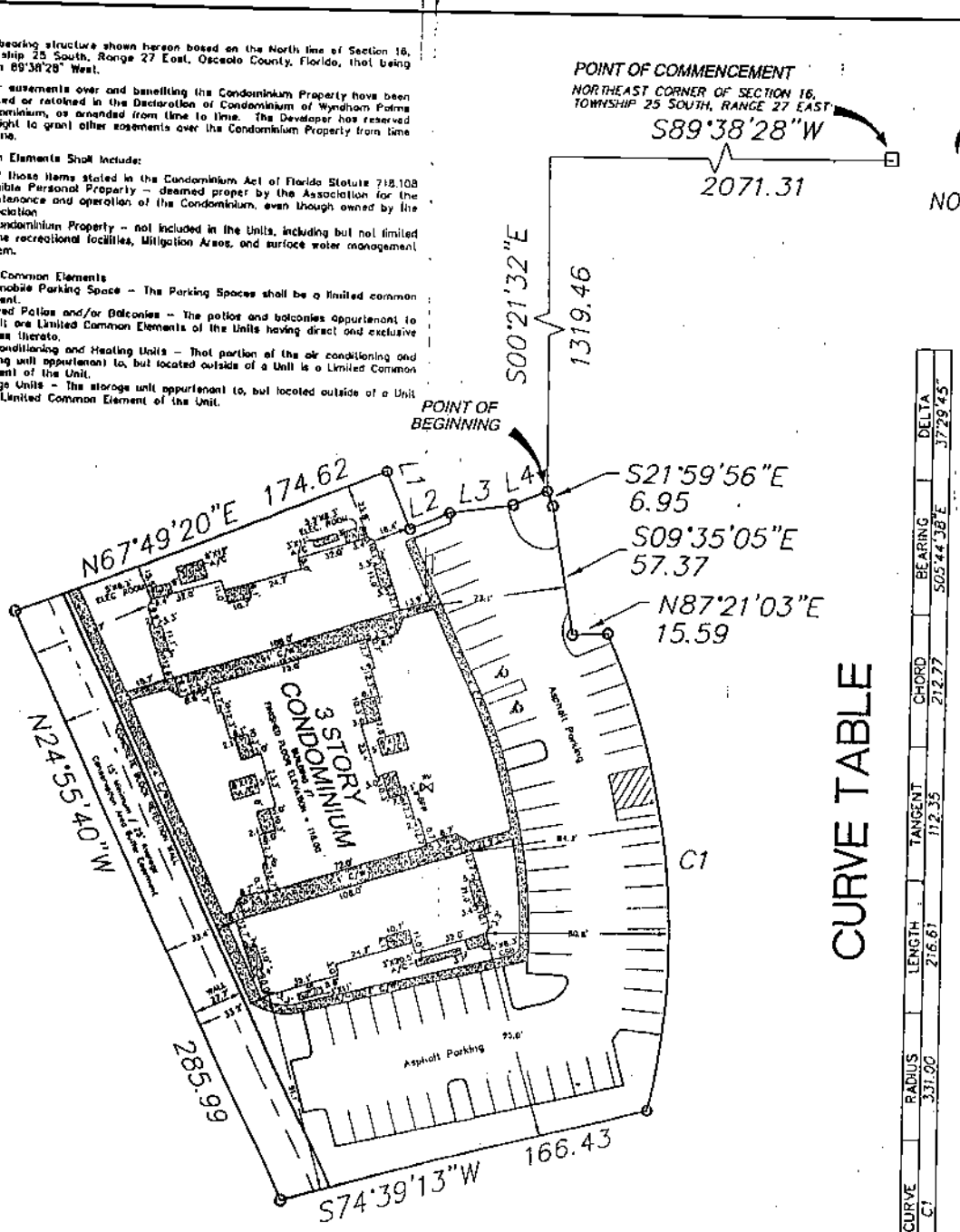
1. The bearing structure shown hereon based on the North line of Section 16, Township 25 South, Range 27 East, Osceola County, Florida, that being South 89°38'28" West.
2. Other easements over and benefiting the Condominium Property have been granted or retained in the Declaration of Condominium of Wyndham Palms Condominium, as amended from time to time. The Developer has reserved the right to grant other easements over the Condominium Property from time to time.

Common Elements Shall Include:

1. All of those items stated in the Condominium Act of Florida Statute 718.108
2. Tangible Personal Property – deemed proper by the Association for the maintenance and operation of the Condominium, even though owned by the Association
3. All Condominium Property – not included in the Units, including but not limited to the recreational facilities, Mitigation Areas, and surface water management system.

Limited Common Elements

1. Automobile Parking Space – The Parking Spaces shall be a limited common element.
2. Covered Patios and/or Balconies – The patios and balconies appurtenant to a Unit are Limited Common Elements of the Units having direct and exclusive access thereto.
3. Air Conditioning and Heating Units – That portion of the air conditioning and heating unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.
4. Storage Units – The storage unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.



CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	331.00	216.61	112.35	212.77	S05°44'38"E	37°29'45"

LINE TABLE

LINE	DIRECTION	DISTANCE
L1	S22°34'10"E	27.01
L2	N67°03'37"E	18.99
L3	N81°48'37"E	27.91
L4	N66°51'18"E	16.17

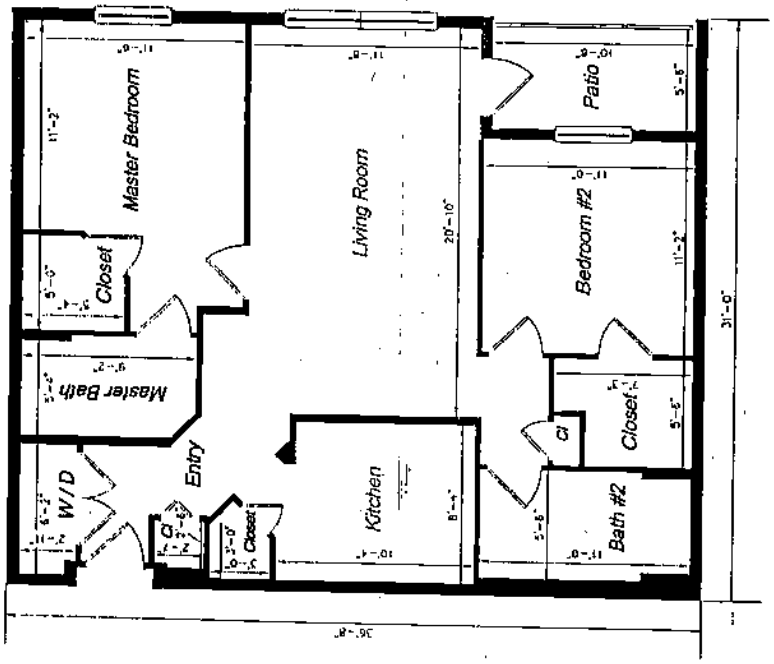
ELEC. ELECTRICAL
BFP BACK FLOW PREVENTOR
A/C AIR CONDITION PAD
CSB CONCRETE STORAGE BUILDING
C/W CONCRETE WALK

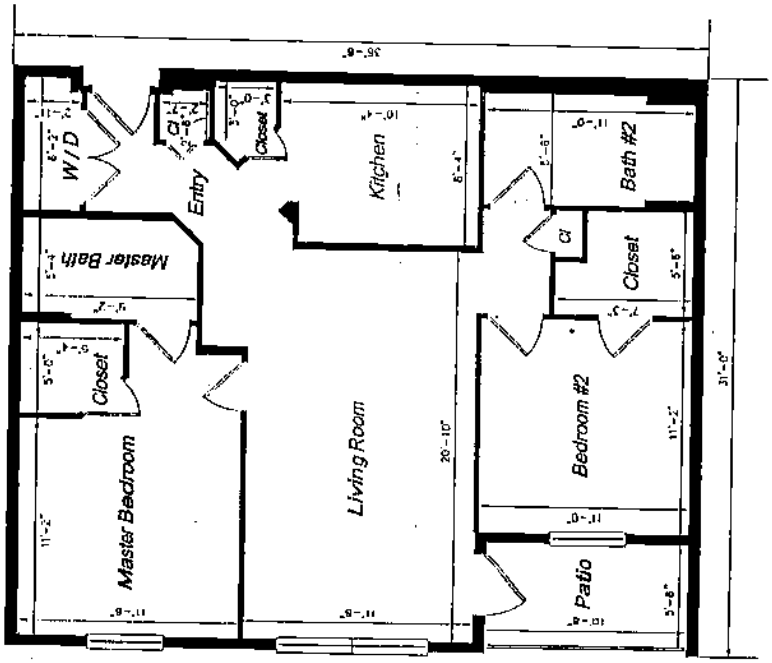
SCALE
1" = 100'
FINAL SURVEY
3/25/02

ASM
AMERICAN SURVEYING & MAPPING
320 EAST SOUTH STREET SUITE 100 • ORLANDO, FLORIDA 32801
(407) 426-7979

Wyndham Palms

A CONDOMINIUM





Phase 7

UNIT A - 1

TYPICAL FLOOR PLAN

NOT TO SCALE

AMERICAN SURVEYING & MAPPING, INC.

2511 NORTH EDGEWATER DRIVE • ORLANDO, FLORIDA 32804

(407) 426-7979

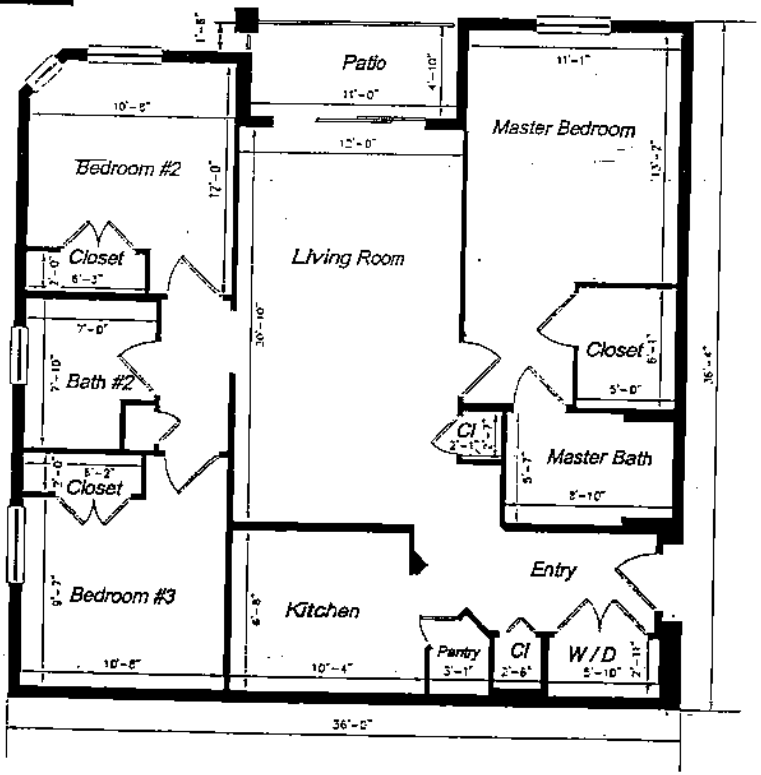
CL 2002163244 OR 2118/483

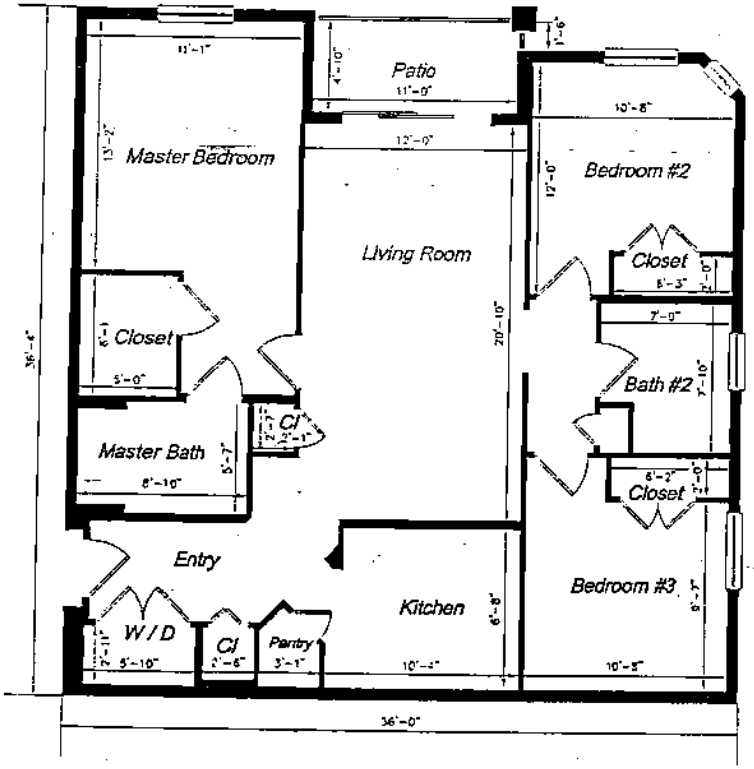
AMERICAN SURVEYING & MAPPING
2311 NORTH COURTNER DRIVE • ORLANDO, FLORIDA 32804
(407) 423-7979

CL 2002163244 OR 2118/484

Phase 7

UNIT B – 1
TYPICAL FLOOR PLAN
NOT TO SCALE





Wyndham Palms
A CONDOMINIUM

PAGE 4 OF 7

Wyndham Palms

A CONDOMINIUM

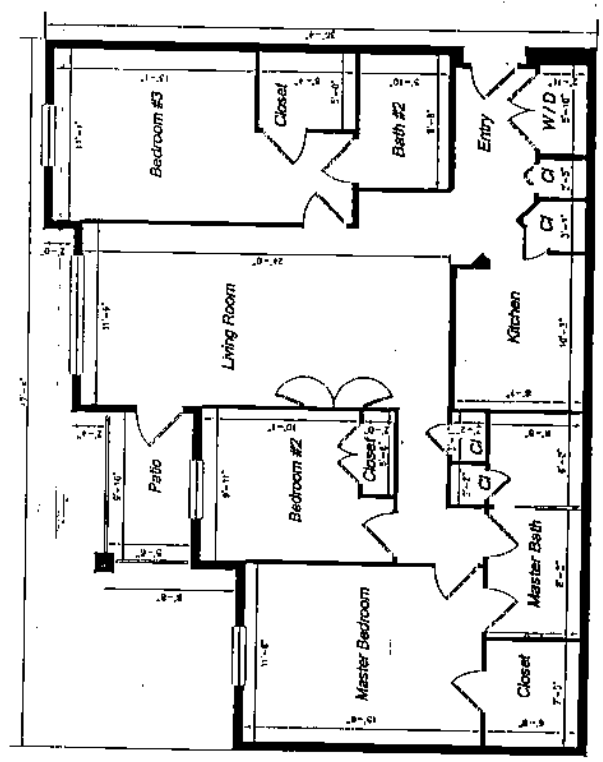
CL 2002163244 OR 2118/485

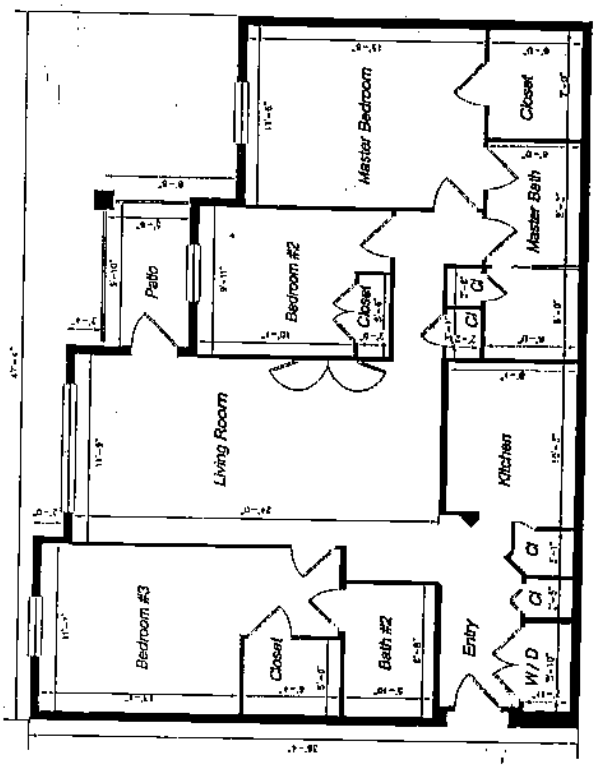
Phase 7

UNIT B - 2

TYPICAL FLOOR PLAN

NOT TO SCALE





ASM

AMERICAN SURVEYING & MAPPING

2511 NORTH EDGEWATER DRIVE • ORLANDO, FLORIDA 32804

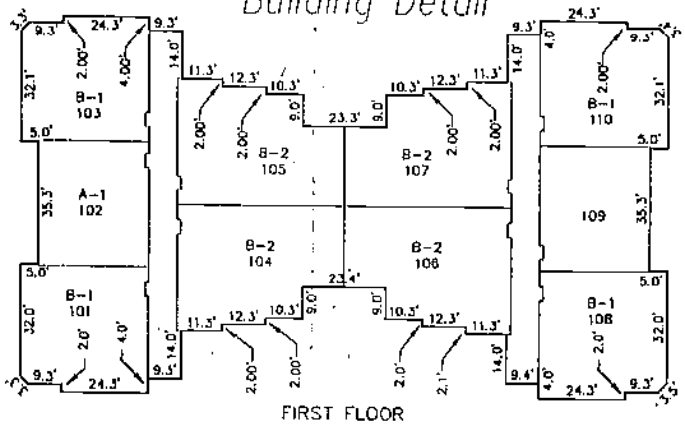
(407) 426-7971

Wyndham Palms

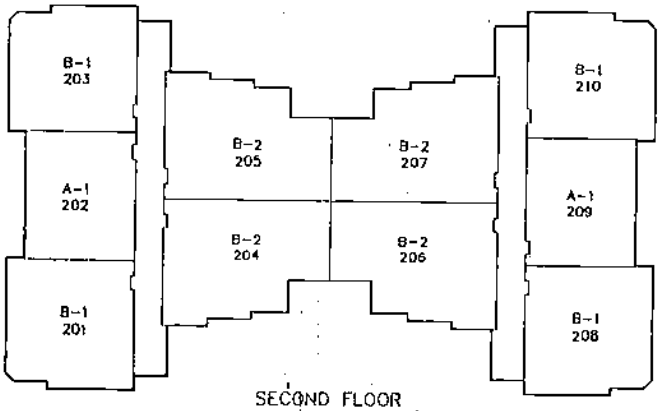
A CONDOMINIUM

Phase 7

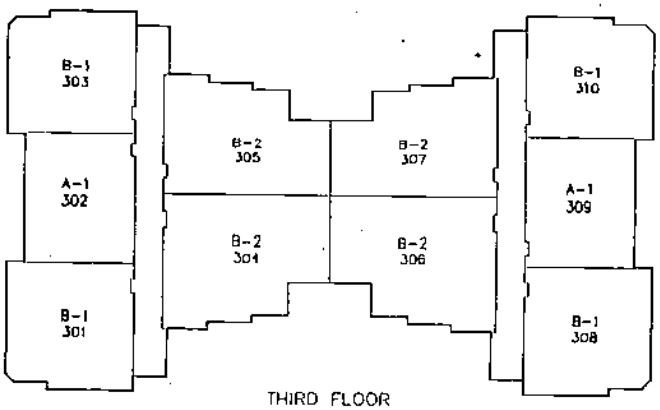
Building Detail



FIRST FLOOR



SECOND FLOOR



THIRD FLOOR

AMERICAN SURVEYING & MAPPING
2315 NORTH EDGEWATER DRIVE • ORLANDO, FLORIDA 32804
(407) 425-7979

A-1, B-1 & B-2 DENOTES UNIT FLOOR PLAN
SEE SHEETS 3 THRU 5

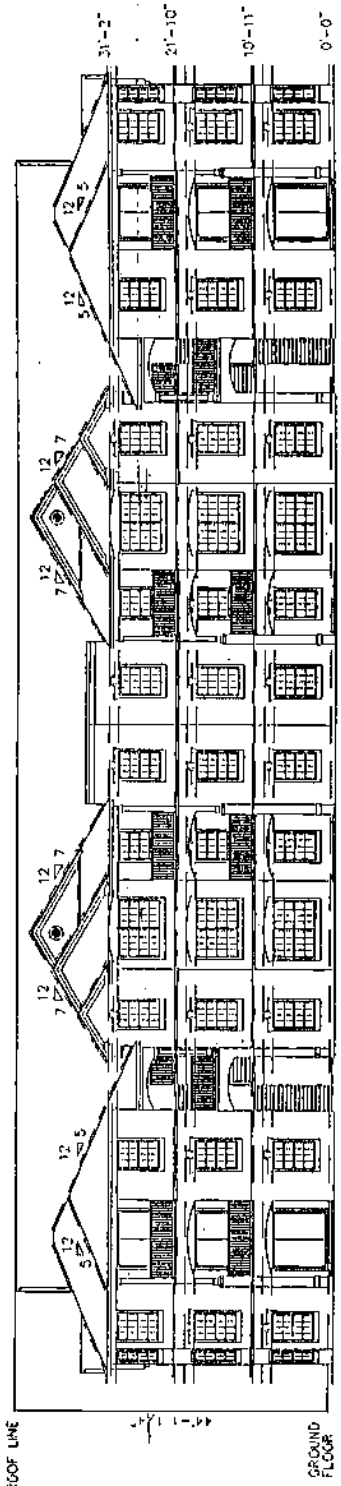
CL 2002163244

OR 2118/486

Wyndham Palms

A CONDOMINIUM

Phase 7



FRONT BUILDING ELEVATION
NOT TO SCALE

OSCEOLA CIRCUIT COUNTY COURT
OSCEOLA COUNTY, FLA.

DI 200216244

OR 2118/487

STATE OF FLORIDA, COUNTY OF OSCEOLA I HEREBY CERTIFY
that the above and foregoing is a true copy of the
original document recorded in the public records.
LARRY WHALEY, Clerk Circuit Court
Dated 9/27/02

ASM INC.
AMERICAN SURVEYING & MAPPING
2511 NORTH EDGEWATER DRIVE • ORLANDO, FLORIDA 32804
(407) 426-7979

555 Winderley Place, SUITE (420)
Maitland, FL 37751
Phone: 407-875-1001
Fax: 407-875-2612

Memo

Date: SEPTEMBER 27, 2002

To: Brian Timmerman

Cc :

From: JUDITH DUNCAN

Re: Windsor Palms Condominiums-Bldg. 7

Attached is the amendment adding Bldg. 7 to the Declaration. Please add to your documents.

Thanks. Judith

IN WITNESS WHEREOF, the Developer has caused this First Amendment to be executed as of the day and year first above written.

WITNESSES:

Signature

Melissa Theodoropoulos
Print name

Judith L. Duncan
Signature

Judith L. Duncan
Print name

PULTE HOME CORPORATION,
a Florida corporation

By:
As: Attorney in Fact
Division President

Address:
555 Winderley, Suite 420
Maitland, FL 32751

STATE OF FLORIDA)

COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 15 day of November, 2000, by James Leiferman, as Attorney in Fact of PULTE HOME CORPORATION, a Florida corporation, on behalf of the corporation. He [is personally known to me] [has produced _____ as identification] and [did] [did not] take an oath.

MELISSA THEODOROPOULOS
NOTARY PUBLIC STATE OF FLORIDA
My Comm Exp. 3/12/2003
No. CC 0812958
Personally Known [ ] Other I.D.

Notary Public
Print name: Melissa Theodoropoulos
My commission expires: 3/12/03

ORIGINAL CONDOMINIUM PLATS PERTAINING TO THE DECLARATION OF CONDOMINIUM ARE FILED IN CONDOMINIUM PLAT BOOK 5, PAGES 113 THROUGH 115, INCLUSIVE, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

36263.101425
10/05/00 5:17 PM
#201296 v2 - PULTEWYNDHAMAMENDTODEC

Wyndham Palms

A CONDOMINIUM

LEGAL DESCRIPTION

PHASE 2

BEGINNING AT THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA. THENCE ALONG THE NORTH LINE OF SAID SECTION 16, SOUTH 89°38'28" WEST A DISTANCE OF 1465.76 FEET; THENCE DEPARTING THE NORTH LINE OF SECTION 16, SOUTH 00°21'32" EAST A DISTANCE OF 560.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02°25'02" EAST A DISTANCE OF 217.02 FEET; THENCE SOUTH 87°34'58" WEST A DISTANCE OF 17.00 FEET; THENCE SOUTH 02°25'02" EAST A DISTANCE OF 51.79 FEET; THENCE NORTH 87°34'58" EAST A DISTANCE OF 17.00 FEET; THENCE SOUTH 02°25'02" EAST A DISTANCE OF 9.00 FEET; THENCE SOUTH 85° 41'06" WEST A DISTANCE OF 66.79 FEET; THENCE SOUTH 78°47'06" WEST A DISTANCE OF 164.13 FEET TO A POINT ON A NON-TANGENT CURVE, SAID CURVE IS CONCAVE EASTERLY, HAVING A RADIUS OF 350.00 FEET, AND AN INCLUDED ANGLE OF 8°12'34", (CHORD BEARING NORTH 14°44'08" WEST, CHORD DISTANCE OF 50.11 FEET), RUN ALONG SAID CURVE A DISTANCE OF 50.15 FEET TO A POINT; THENCE SOUTH 89°38'28" WEST A DISTANCE OF 36.61 FEET; THENCE NORTH 00°21'32" WEST A DISTANCE OF 193.31 FEET; THENCE, NORTH 03°13'29" WEST A DISTANCE OF 34.35 FEET; THENCE NORTH 00°21'32" WEST A DISTANCE OF 37.00 FEET; THENCE NORTH 89°38'28" EAST A DISTANCE OF 268.61 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1.79 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, BRETT MOSCOVITZ, OF ORLANDO, FLORIDA, CERTIFY AS FOLLOWS:

1. I AM A SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA

2. THIS CERTIFICATE IS MADE TO WYNDHAM PALMS, A CONDOMINIUM LOCATED AT SANDHILL ROAD, KISSIMMEE, OSCEOLA COUNTY, FLORIDA AND IN COMPLIANCE WITH SECTION 718.104(4)(E), FLORIDA STATUTES.

3. THE CONSTRUCTION OF THE IMPROVEMENTS DESIGNATED AS PHASE 2 REFERENCED ON THE PLAT RECORDED IN CONDOMINIUM EXHIBIT BOOK PAGE(S) , PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA ("PLAT") WHICH IS ATTACHED AS EXHIBIT A-1 TO THE DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK PAGE(S) , PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, (DECLARATION), IS SUBSTANTIALLY COMPLETE SO THAT THE DESCRIPTION OF IMPROVEMENTS AS SHOWN ON THE ATTACHED SHEETS AS PHASE 2 TOGETHER WITH THE PROVISIONS OF THE DECLARATION IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT ON PHASE 2 CAN BE DETERMINED FROM THESE MATERIALS.

BRETT A. MOSCOVITZ
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION #5011

AMERICAN SURVEYING & MAPPING

EXHIBIT "1"

Wynham Palms
A CONDOMINIUM

CL 2000174004 OR 1006/2588

NOTES:

1. The bearing structure shown hereon based on the North line of Section 16, Township 25 South, Range 27 East, Osceola County, Florida, that being South 89°38'28" West.
2. Other easements over and benefiting the Condominium Property have been granted or retained in the Declaration of Condominium of Wyndham Palms Condominium, as amended from time to time. The Developer has reserved the right to grant other easements over the Condominium Property from time to time.

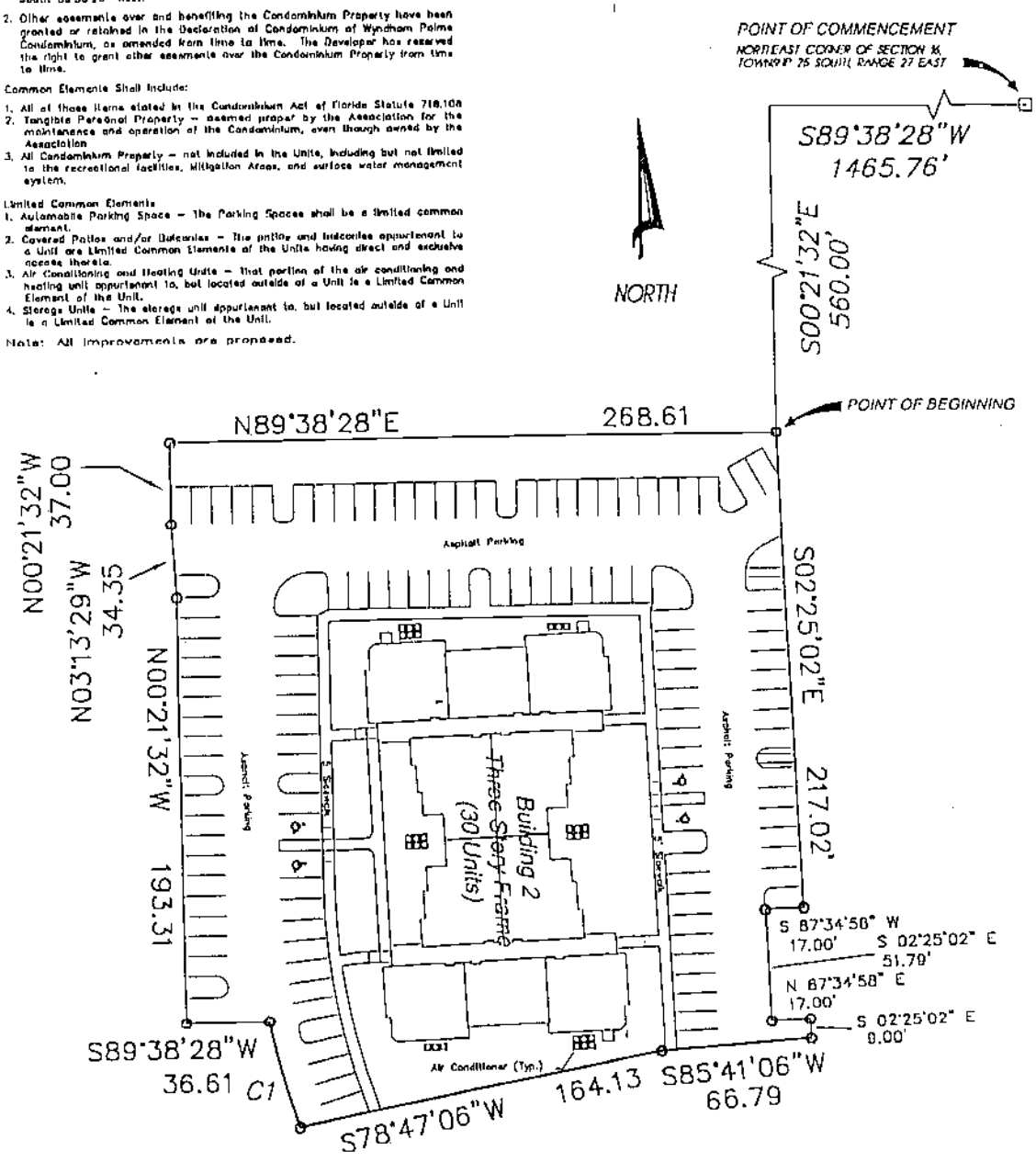
Common Elements Shall Include:

1. All of those items stated in the Condominium Act of Florida Statute 718.108
2. Tangible Personal Property – owned by the Association for the maintenance and operation of the Condominium, even though owned by the Association
3. All Condominium Property – not included in the Units, including but not limited to the recreational facilities, Mitigation Areas, and surface water management system.

Limited Common Elements

1. Automobile Parking Space – The Parking Spaces shall be a limited common element.
2. Covered Patios and/or Balconies – The patios and balconies appurtenant to a Unit are Limited Common Elements of the Units having direct and exclusive access thereto.
3. Air Conditioning and Heating Units – that portion of the air conditioning and heating unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.
4. Storage Units – The storage unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.

Note: All improvements are proposed.



CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	350.00'	50.15'	25.12'	50.11'	N14°44'00"W	08°12'34"

SITE PLAN

THIS IS NOT A BOUNDARY SURVEY.
NOT TO SCALE – 11/14/00

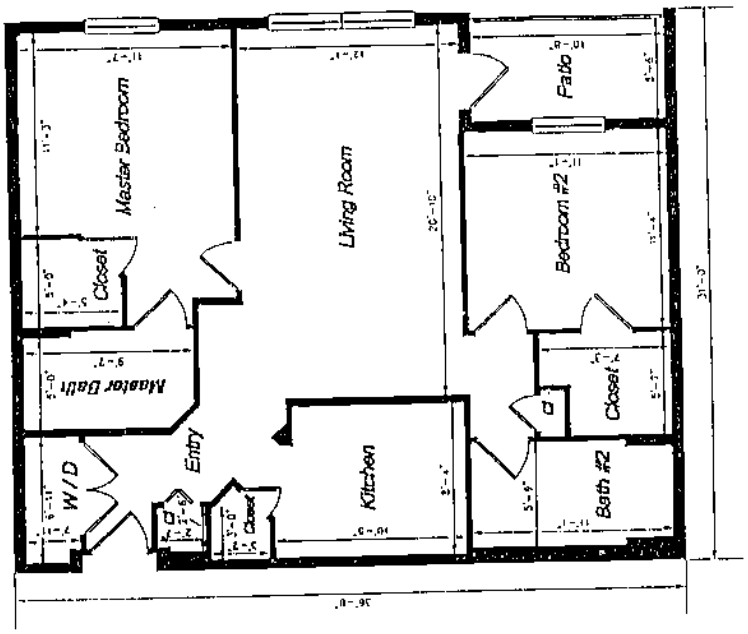
AMERICAN SURVEYING & MAPPING

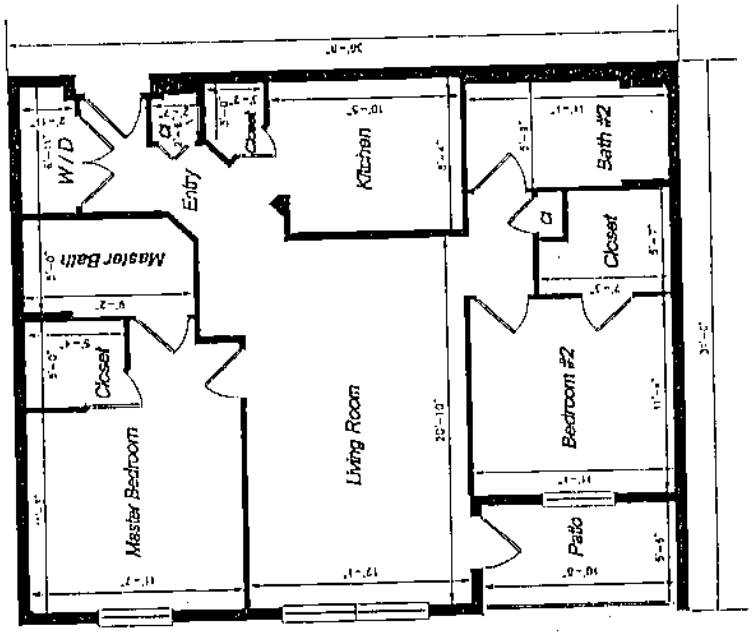
Wyndham Palms

A CONDOMINIUM

Phase 2

CL 2000174004 OR 1806/2580





Phase 2

UNIT A - 1

TYPICAL FLOOR PLAN

NOT TO SCALE

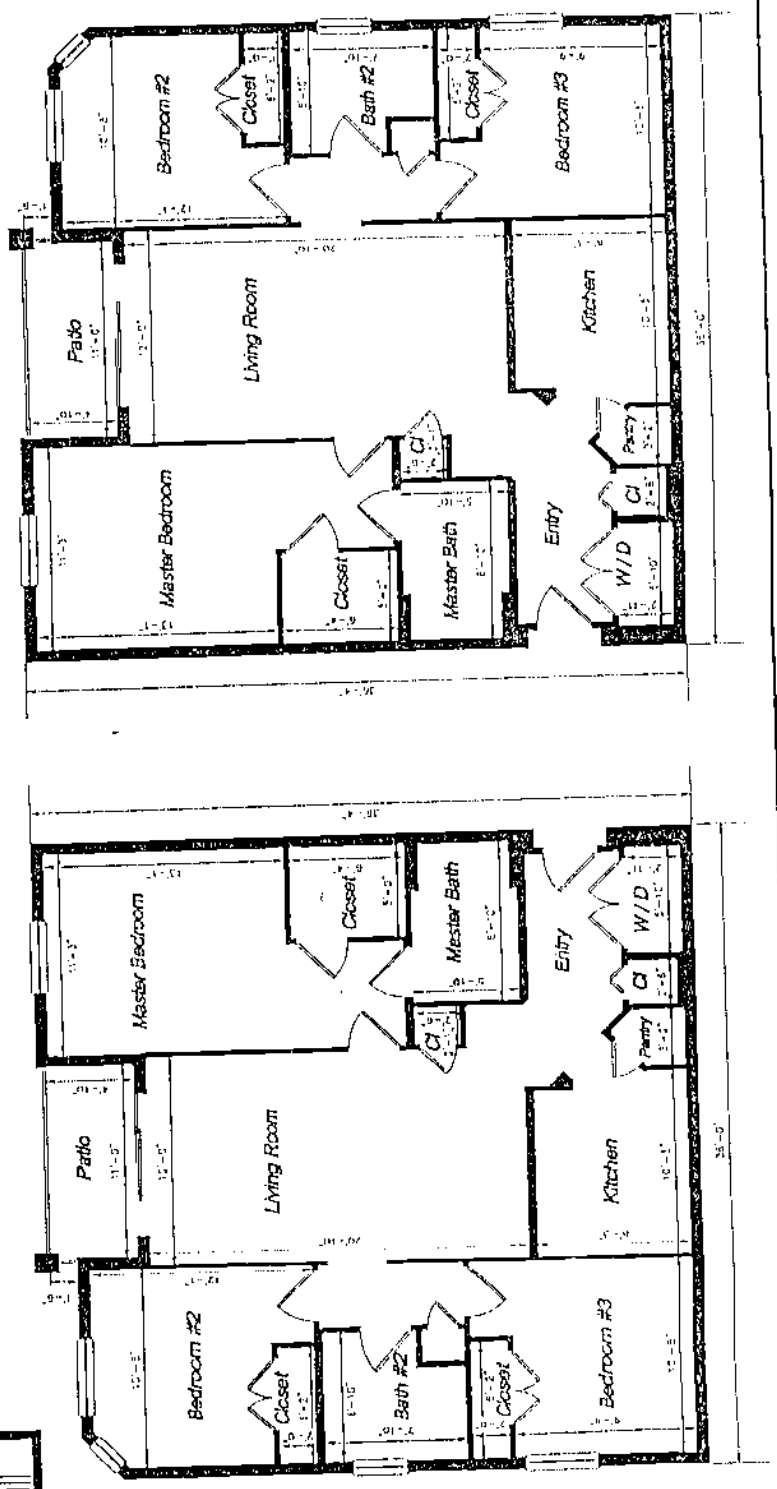
ASM

AMERICAN SURVEYING & MAPPING

Wyndham Palms

A CONDOMINIUM

CL 2000174004 OR 1806/2500



Phase 2

UNIT B - 1

TYPICAL FLOOR PLAN

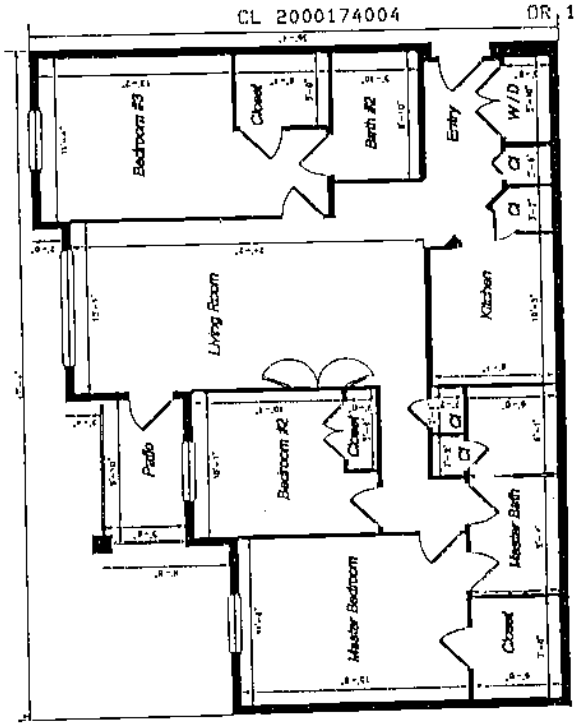
NOT TO SCALE

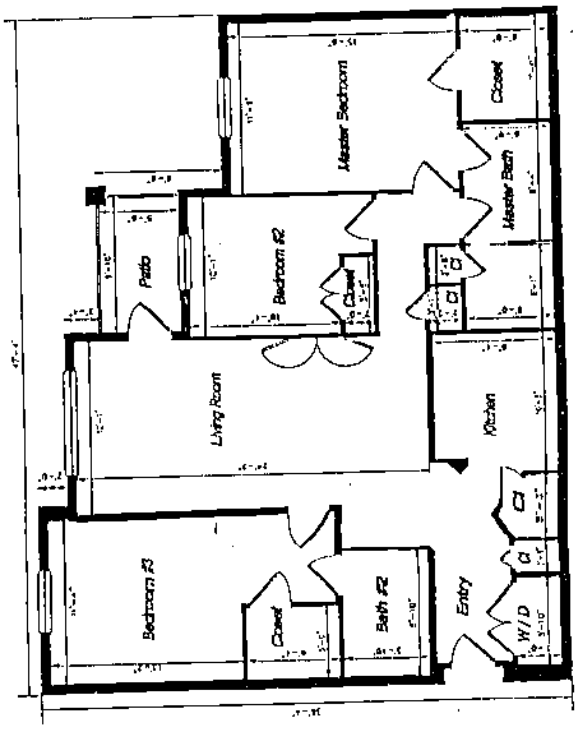
ASM

AMERICAN SURVEYING & MAPPING

Wyndham Palms

A CONDOMINIUM





Phase 2

UNIT B – 2
TYPICAL FLOOR PLAN
NOT TO SCALE

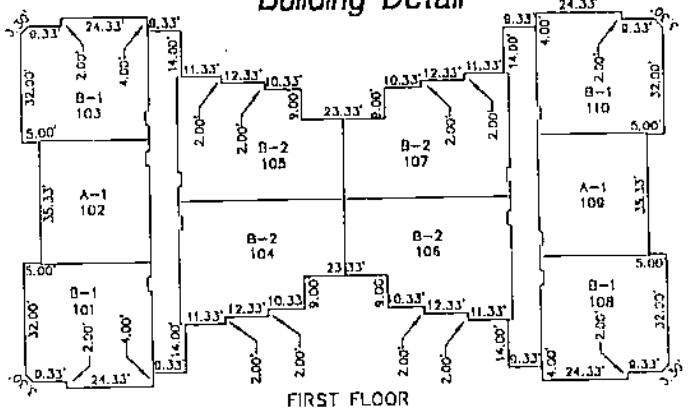
ASM
AMERICAN SURVEYING & MAPPING

Wyndham Palms
A CONDOMINIUM

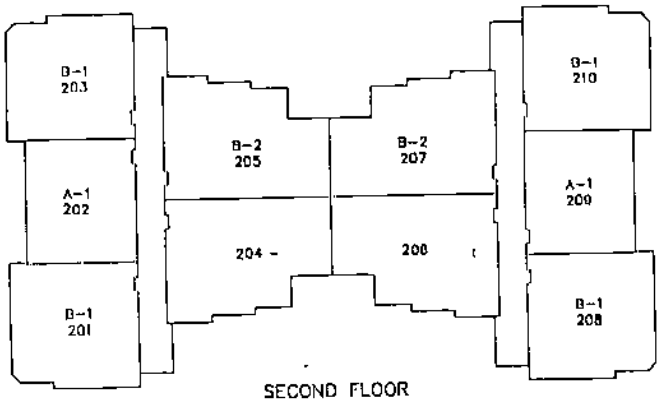
Phase 2

CL 2000174004 OR 1806/2592

Building Detail



FIRST FLOOR



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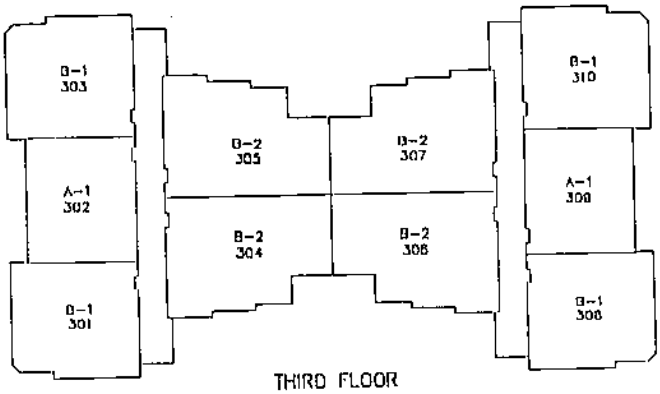


THIRD FLOOR

ASM
AMERICAN SURVEYING & MAPPING
358 NORTH EDGEWATER DRIVE • ORLANDO, FLORIDA 32804
(407) 426-7979

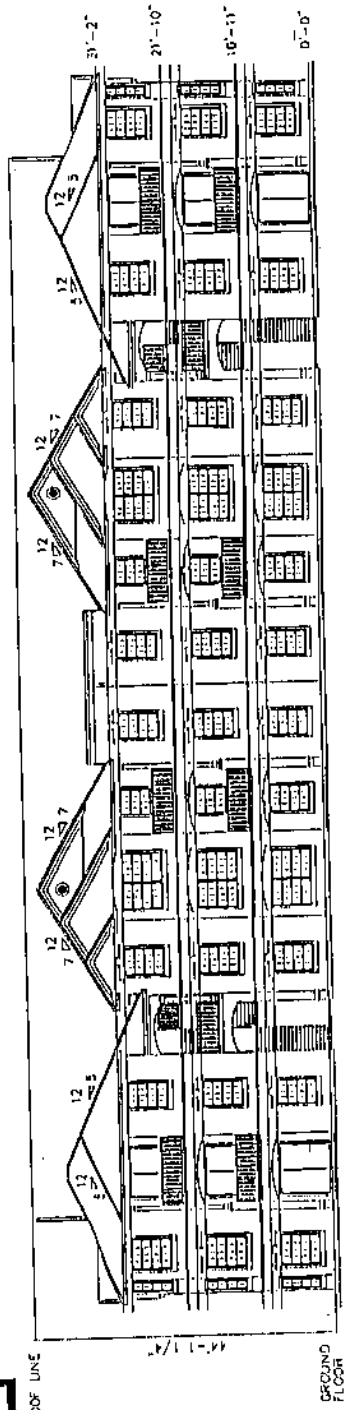
A-1, B-1 & B-2 DENOTES UNIT FLOOR PLAN
SEE SHEETS 3 THRU 5

Wyndham Palms

A CONDOMINIUM

Phase 2

CL 2000174004 OR 1806/259



FRONT BUILDING ELEVATION
NOT TO SCALE

AMERICAN SURVEYING & MAPPING

STATE OF FLORIDA, COUNTY OF ESCAMBIA I HEREBY CERTIFY that the above and foregoing is a true copy of the original document recorded in this office. LARRY BUTLER, Clerk of the Circuit Court

Dated 11/17/00 By: [signature] D.C.

ESCAMBIA COUNTY, FLORIDA

Prepared by and Return to:
Julius J. Zschau, Esquire
Johnson, Blakely, Pope, Bokor,
Ruppel & Burns, P.A.
911 Chestnut Street
Post Office Box 1368
Clearwater, FL 33756-1368

LARRY WHALEY 1312
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2000100704 OR 1756/964
PAL Date 07/18/2000 Time 08:54:56

DECLARATION OF CONDOMINIUM OF WYNDHAM PALMS, A CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM is made as of the 6th day of June, 2000, (the "Declaration") by PULTE HOME CORPORATION, a Michigan corporation, having a mailing address of 555 Winderley Place, Suite 420, Maitland, Florida 32751 (the "Developer"), for and on behalf of the Developer, its successor, assigns and grantees.

The Developer, being the owner of fee simple title of record to those certain lands located and situate in Osceola County, Florida, being more particularly described in Exhibit "A" attached hereto, does hereby submit only the lands and improvements thereon designated as PHASE 1 to condominium ownership pursuant to the provisions of Chapter 718, of the Florida Statutes, hereinafter referred to as the "Condominium Act", as amended from time to time.

1. NAME

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

WYNDHAM PALMS, A CONDOMINIUM.

1.1 This Condominium shall be developed in phases pursuant to Chapter 718.403, Florida Statutes, with Phase 1 consisting of the real property legally described and the units in the buildings and other improvements as shown on Exhibit "A-1" attached hereto, being submitted to the Condominium form of ownership by this Declaration. The Units in Phase 1 of this Condominium shall own a fractional, undivided interest in the Common Elements and be responsible for a fractional share of the Common Expenses of this Condominium as set forth in Exhibit "B" attached hereto.

1.2 The impact, if any, which the completion of subsequent phases would have upon the initial phase would be to increase the number of residents in the general area, decrease the percentage ownership per Unit of the Common Elements and

percentage obligations of the Common Expenses and increase the size of Common Elements.

1.3 The remaining phases must be completed within seven (7) years of the date of the recording of this Declaration. In no event shall any phases be added or Units constructed seven (7) years after the date of recording of the first phase. All improvements in any subsequent phase must be substantially completed prior to annexation to the Condominium.

1.4 Should the Developer decide, in its sole and absolute discretion, to add any of the proposed additional phases to this Condominium pursuant to Section 718.403, Florida Statutes, then any such proposed additional phase shall consist of the real property legally described and the units in the buildings and other improvements as shown on Exhibits "A-2" through "A-16" attached hereto, subject to the Developer's right to make non-material changes to said legal descriptions as set forth in paragraph 1.5 below. Phase 1 consists of thirty (30) units in one building. The other Phases, if added, will consist of the number of Units as described in paragraph 1.5 below.

1.5 The number, minimum, maximum and general size of Units to be included in each phase are as follows:

(a) Phase 1 shall consist of one (1) building consisting of a maximum of thirty (30) Units and a minimum of twenty-four (24) Units, which contain a maximum of 1,408 square feet and a minimum of 1,050 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms.

(b) Phase 2 shall consist of one (1) building consisting of a maximum of thirty (30) Units and a minimum of twenty-four (24) Units, which contain a maximum of 1,408 square feet and a minimum of 1,050 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms.

(c) Phase 3 shall consist of one (1) building consisting of a maximum of thirty (30) Units and a minimum of twenty-four (24) Units, which contain a maximum of 1,408 square feet and a minimum of 1,050 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms.

(d) Phase 4 shall consist of one (1) building consisting of a maximum of thirty (30) Units and a minimum of twenty-four (24) Units, which contain a maximum of 1,408 square feet and a minimum of 1,050 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms.

(e) Phase 5 shall consist of one (1) building consisting of a maximum of thirty (30) Units and a minimum of twenty-four (24) Units, which contain a maximum of 1,408 square feet and a minimum of 1,050 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms.

(f) Phase 6 shall consist of one (1) building consisting of a maximum of thirty (30) Units and a minimum of twenty-four (24) Units, which contain a maximum of 1,408 square feet and a minimum of 1,050 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms.

(g) Phase 7 shall consist of one (1) building consisting of a maximum of thirty (30) Units and a minimum of twenty-four (24) Units, which contain a maximum of 1,408 square feet and a minimum of 1,050 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms.

(h) Phase 8 shall consist of one (1) building consisting of a maximum of thirty (30) Units and a minimum of twenty-four (24) Units, which contain a maximum of 1,408 square feet and a minimum of 1,050 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms.

(i) Phase 9 shall consist of one (1) building consisting of a maximum of thirty (30) Units and a minimum of twenty-four (24) Units, which contain a maximum of 1,408 square feet and a minimum of 1,050 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms.

(j) Phase 10 shall consist of one (1) building consisting of a maximum of thirty (30) Units and a minimum of twenty-four (24) Units, which contain a maximum of 1,408 square feet and a minimum of 1,050 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms.

(k) Phase 11 shall consist of one (1) building consisting of a maximum of thirty (30) Units and a minimum of twenty-four (24) Units, which contain a maximum of 1,408 square feet and a minimum of 1,050 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms.

(j) Phase 12 shall consist of one (1) building consisting of a maximum of thirty (30) Units and a minimum of twenty-four (24) Units, which contain a maximum of 1,408 square feet and a minimum of 1,050 square feet, a maximum of three (3)

bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms.

(l) Phase 13 shall consist of one (1) building consisting of a maximum of thirty (30) Units and a minimum of twenty-four (24) Units, which contain a maximum of 1,408 square feet and a minimum of 1,050 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms.

(m) Phase 14 shall consist of one (1) building consisting of a maximum of thirty (30) Units and a minimum of twenty-four (24) Units, which contain a maximum of 1,408 square feet and a minimum of 1,050 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms.

(n) Phase 15 shall consist of one (1) building consisting of a maximum of thirty (30) Units and a minimum of twenty-four (24) Units, which contain a maximum of 1,408 square feet and a minimum of 1,050 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms.

(o) Phase 16 shall consist of one (1) building consisting of a maximum of thirty (30) Units and a minimum of twenty-four (24) Units, which contain a maximum of 1,408 square feet and a minimum of 1,050 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms.

The style, elevations and layouts of the buildings which may be added to the Condominium may be substantially different from the other buildings in the Condominium. The Developer reserves the right to modify the plot plans for Phases 2 through 16 to allow the Developer the flexibility of varying the type and size of floor plans to be used in each of the buildings of Phase 2 through Phase 16, including but not limited to varying the type, style, location and size of the buildings in such Phases. The Developer specifically reserves the right to make non-material changes to the legal description of each Phase, provided, however, that those items required to be included in the original Declaration shall be approved in accordance with that Section.

Such buildings and units may differ as follows:

(i) Size of buildings and units.
(ii) Location and configuration of buildings.
(iii) Elevations of lands and buildings.
(iv) Design of buildings and units.
(v) Configuration of units within buildings.
(vi) Building materials.

(vii) Height of buildings.
(viii) Number of units, number of units per building and number of buildings.
(ix) Location of easements.
(x) Changes in parking and landscaped areas.
(xi) Price.
(xii) Number of bathrooms and bedrooms in units.
(xiii) Number of phases.
(xiv) Unit type.
(xv) Estimated completion date of each building provided the same complies with F.S. 718.403(1).

1.6 Each Unit's percentage ownership in the Common Elements shall be equal to all other Units. Each Unit shall own a percentage ownership in the Common Elements, Common Surpluses and obligation for Common Expenses, represented by a fraction, the numerator of which shall be one (1) and the denominator of which shall be the total number of Units declared to Condominium ownership in the Condominium, as set forth on Exhibit "B" attached hereto.

1.7 Each Unit is entitled to one (1) vote in the Association. The ownership in the Association attributable to each Unit would be that Unit's percentage ownership, as set forth in paragraph 1.6. If any phase or phases are not developed and added as part of this Condominium, said percentage shall remain as provided in paragraph 1.6 for the phases built and submitted to the condominium form of ownership. If one or more phases are not built, the Units which are built are entitled to one hundred (100%) percent of ownership of all the Common Elements within the phases actually developed and added as part of the Condominium.

1.8 The Developer shall notify owners of existing Units of the commencement of, or decision not to add, one or more additional phases. Notice shall be by first class mail addressed to each owner at the address of the Unit or at their last known address.

1.9 The Developer is not required to convey any additional land or facilities to the Condominium after the completion of the first phase, nor is the Developer obligated to construct the subsequent phases.

1.10 Time share estates shall not be a part of this Condominium.

1.11 During the construction of this Condominium and any additional phase, the Developer, except for Units which have been conveyed to a Unit Owner, shall have the right to use any portion of the Condominium Property, including the Common Elements, for the construction, marketing and sale of Units.

1.12 Additional Phases may be added to this Condominium by the execution of an amendment to this Declaration by the Developer only, and such Amendment shall

not require the execution or consent of any Unit Owners other than the Developer. Such phases may be added out of sequence.

1.13 No additional Phases may be added to the existing Condominium without the prior written consent of HUD, VA and FNMA, if applicable. Such consent will not be withheld if the Phase to be added substantially conforms to a plan of expansion which has been fully described in this Declaration.

1.14 Developer shall convey all Common Elements to the Unit Owners or the Association no later than the completion of the final phase to be added to this Declaration.

1.15 The Common Elements may not be subject to a lease between the Association and another party.

2. DEFINITIONS

The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and Bylaws of the Association, shall be defined in accordance with the provisions of the Condominium Act, and as follows unless the context otherwise requires:

2.1 All other definitions except as set forth herein shall be determined by the definitions set forth in Florida Statute 718.103 as written as of the date of recording of this Declaration.

2.2 Assessment means a share of the funds which are required for the payment of common expenses, which from time to time is assessed against the Unit Owner.

2.3 Association means WYNDHAM PALMS CONDOMINIUM ASSOCIATION, INC., a corporation not for profit, and its successors, and as further defined in Florida Statute §718.103(2).

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

2.5 Board of Administration means the Board of Directors or other representative body which is responsible for administration of the Association.

2.6 Bylaws means the Bylaws of the Association as they exist from time to time.

2.7 Committee means a group of Board members, Unit Owners, or Board members and Unit Owners appointed by the Board or a member of the Board to make recommendations to the Board regarding the Association budget or take action on behalf of the Board.

2.8 Common Elements shall include:

(a) All of those items stated in the Condominium Act at Florida Statute §718.108.

(b) Tangible personal property deemed proper by the Association for the maintenance and operation of the Condominium, even though owned by the Association.

(c) All Condominium Property not included in the Units, including but not limited to the mitigation areas and surface water management system.

2.9 Common Expenses shall include:

(a) Expenses of administration and management of the Association and of the Condominium Property.

(b) Expenses of maintenance, operation, repair or replacement of the Common Elements, Limited Common Elements, and of the portions of Units to be maintained by the Association.

(c) The costs of carrying out the powers and duties of the Association.

(d) Expenses declared Common Expenses by the provisions of this Declaration or by the Bylaws of the Association or the Condominium Act, or by Florida Statute.

(e) Any valid charge against the Condominium Property as a whole.

(f) Rentals, membership fees, operations, replacements, and other expenses of lands or possessory interests in lands purchased by the Association pursuant to Florida Statute 718.111 and Florida Statute 718.114, 1995.

(g) Assessments charged the Association or costs incurred in the operation, maintenance and repair of the surface water or stormwater management system as permitted by the South Florida Water Management District, including but not limited to lakes, retention areas, water management areas, ditches, canals, culverts, drainage structures, drainage easements and related appurtenances, and including maintenance of the mitigation areas.

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

2.11 Condominium Parcel is a Unit, together with the undivided share in the common elements which is appurtenant to the Unit.

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

2.13 Conservation Area or Conservation Easement Areas shall mean and refer to all of such areas so designated upon the Plat of FANTASY HEIGHTS, and so described in the legal description of said property in Exhibit "A" attached hereto.

2.14 Developer means a person who creates a condominium or offers condominium parcels for sale or lease in the ordinary course of business, but does not include an owner or lessee of a Condominium Unit who has acquired his Unit for his own occupancy.

2.15 Institutional Mortgagee means a bank, life insurance company, savings and loan association, savings bank, real estate investment trust, and the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, or any institution under the conservatorship or receivership of the Resolution Trust Corporation or Federal Deposit Insurance Corporation or any such affiliate who shall have a first mortgage on the Condominium Parcel.

2.16 Limited Common Elements means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units, as specified herein.

2.17 Master Association means WYNDHAM PALMS MASTER COMMUNITY ASSOCIATION, INC., a corporation not for profit, and its successors, and as further defined in Florida Statute §718.103(2).

2.18 Operation or Operation of the CONDOMINIUM means and includes the administration and management of the Condominium Property.

2.19 Special Assessment means any assessment levied against Unit Owners other than the assessment required by a budget adopted annually.

2.20 Surface Water or Stormwater Management System means a system which is designed and constructed or implemented to control discharges which are

necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

2.21 Transient Tenant shall mean and refer to any person or entity to which a Unit is rented or leased for a period of less than six months

2.22 Unit means a part of the Condominium Property which is subject to exclusive ownership.

2.23 Unit Owner or Owner of a Unit means the owner of a Condominium Parcel.

2.24 Utility Services shall include but not be limited to electric power, gas, water, telephone, air conditioning, garbage and trash disposal, sewers, and cable television, together with all other public service and convenience facilities. Each Unit Owner shall be responsible for the payment of its telephone, electric and cable services. All other utilities shall be the responsibility of the Association, and shall be a Common Expense.

2.25 Voting Certificate means a document which designates one of the record title owners, or the corporate, partnership, or entity representative, who is authorized to vote on behalf of a Condominium Unit that is owned by more than one owner or by any entity.

2.26 Voting Interest means the voting rights distributed to the Association members pursuant to Florida Statute 718.104(4)(i).

3. EXHIBITS

Exhibits attached to this Declaration of Condominium shall include the following:

3.1 Exhibit "A" - The legal description of the land owned by the Developer and proposed to be included in the Condominium form of ownership and a Survey of the land showing all existing easements and a graphic description of the improvements in which Units are located and a plot plan thereof which together with the Declaration are in sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions, and identification of each Unit by number so that no Unit bears the same designation as any other Unit.

(a) Exhibit "A-1" - The legal description of the land described as Phase 1 and submitted by this Declaration to the Condominium form of ownership and a Survey of the land showing all existing easements and a graphic description of the improvements in which Units are located and a plot plan

thereof which together with the Declaration are in sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions, and identification of each Unit by number so that no Unit bears the same designation as any other Unit.

(b) Exhibit "A-2" through "A-16" - The legal descriptions for the balance of the phases which may be dedicated by subsequent amendments and identified as Phases 2 through Phase 16, together with a Survey of the land showing all existing easements and a graphic description of the improvements in which Units are located and a plot plan thereof which together with the Declaration are in sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions, and identification of each Unit by number so that no Unit bears the same designation as any other Unit.

3.2 Exhibit "B" - The percentage ownership schedule of the Common Elements and Common Surplus and Obligation for Common Expenses.

3.3 Exhibit "C" - The Articles of Incorporation of the Association.

3.4 Exhibit "D" - The Bylaws of the Association.

4. EASEMENTS AND RESERVATIONS

Easements are expressly provided for and reserved in favor of the Unit Owners, their lessees, their guests and invitees, and the Association, its successors and assigns, as follows:

4.1 Utilities. Easements are reserved through the Condominium Property as may be required for utility service (including but not limited to cable TV) in order to serve the specific Condominium Property and Condominium Parcel, however, such easements shall be only in accordance with the plans and specifications for the building and improvements, or as the building or improvements are actually constructed, unless approved in writing by the Board of Administration and the affected Unit Owners.

4.2 Encroachments. In the event that any Unit shall encroach upon any of the Common Elements or upon any other Unit for any reason other than the intentional or negligent act of the Unit Owner, or in the event any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of such an encroachment so long as the same shall exist.

4.3 Traffic. A non-exclusive easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, center cores, and other portions of the Common Elements as may be from time to time intended and

designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as may from time to time be paved and or otherwise intended for purposes of ingress, egress and access to the public ways and for such other purposes as are commensurate with need, and such easement or easements shall be for the use and benefit of the Unit Owners of the Condominium Property, and those claiming by, through or under the aforesaid Unit Owners; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property except to the extent that space may be specifically designated and assigned for parking purposes.

4.4 Easements and Reservations for Developer for Ingress, Egress and Utilities. There is reserved in the Developer, its successors and assigns, the right to create utility easements and to install utilities and to use same over and across the land declared to Condominium ownership hereunder for the benefit of the Developer, its successors and assigns. Such right to create and install and use utilities shall not encumber or encroach upon any Unit or impair the exclusive use and ownership of any Unit. Such use of the lands for utilities shall be established as five feet (5') on either side of the actual installed improvement. In addition, the Board of Administration by a vote of a majority of all of the Directors shall have the power and authority to move, grant, terminate or convey easements to appropriate authorities, entities or persons, public or private, for such utilities. There is reserved in the Developer the right of ingress and egress over all of the Condominium

4.5 Reservation in the Developer to Use Facilities for Sale, Marketing, and Advertising of Units. It is contemplated that the Developer will construct and market all Units. There is hereby reserved in the Developer, its successors and assigns, the right to use the Units and all Common Elements for the marketing, sale, and advertising of all Units constructed. This reservation is made notwithstanding the use restrictions set forth in Paragraph 12, and such reservation is intended insofar as the Developer, its successors and assigns, to be superior to such use restriction in Paragraph 12. Such reservation shall continue for so long as the Developer, its successors and assigns, shall own Units held for sale to the public.

4.6 Easement through Interior Walls. The Association and adjoining Unit Owners shall have easements in and through all interior walls as necessary for the installation, maintenance and repair of pipes, wires and other conduits within said walls, as required to provide utilities services to Units in the Condominium. Any damage to a wall in gaining access to any such conduit shall be repaired by the person or entity responsible for repairing the conduit in question.

4.7 Permits, Licenses and Easements over Common Elements. The Association shall have the right to grant permits, licenses and easements over the Common Elements for utilities, roads and other purposes necessary for the operation of the Condominium.

4.8 Easement for Access and Drainage over the Surface Water or Stormwater Management System. The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water or Stormwater Management System for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of the Condominium Property which is a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the South Florida Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the South Florida Water Management District.

5. UNIT BOUNDARIES

Each Unit shall include that part of the structure containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

5.1 The Upper and Lower Boundaries of the Unit shall be the following boundaries extended to an intersection with the parametrical boundaries:

(a) Upper Boundaries - The lowest surface of the unfinished ceilings of the Unit.

(b) Lower Boundaries - The lowest surface of the unfinished floors of the Unit.

5.2 The Parametrical Boundaries of the Unit shall be the vertical planes established by the unfinished interior of the walls, doors and windows bounding the Unit extending to the intersections with each other and with the upper and lower boundaries; and where there is attached to the Unit a patio or balcony and so designated on the Plat, it shall not be considered a part of the Unit to which it is attached and shall be considered a limited common element for the exclusive use of the Unit to which it is attached.

5.3 Each Unit shall be identified by the use of a letter, number, or any combination thereof, all of which are graphically described in Exhibit "A" attached hereto and made a part hereof.

6. APPURTENANCES TO UNITS

6.1 The Owner of each Unit shall own an undivided share and interest in the Condominium Property, which shall include an undivided share in the Common Elements and Common Surplus, the exclusive right to use the portion of the Common

Elements as provided herein, the easements herein provided, and the right of exclusive use of his Unit subject to the rights of the Association, which his Unit is a part, which share and interest shall be appurtenant to the Unit, said undivided interest in the Condominium Property and the Common Elements and Common Surplus being as designated and set forth in Exhibit "B" attached hereto and made a part hereof.

6.2 Limited Common Elements

(a) Automobile Parking Space. The Parking Spaces shall be a Limited Common Element. The Developer reserves the right to assign Parking Spaces. In the event a specific Parking Space is assigned in connection with the sale of a Unit by the Developer, the right to the exclusive use of the said designated Parking Space shall pass as an appurtenance to the Unit, and shall be evidenced by an "Assignment of Use" separate from the deed, and the Association shall not thereafter reassign or change the said Unit Owner's Parking Space without the Unit Owner's written consent, provided, further, said Unit Owner shall not transfer or assign use of the said Parking Space except in connection with the sale or transfer of the Condominium Unit. Each Unit shall be assigned one parking space, which shall be a Limited Common Element.

(b) Covered Patios and/or Balconies. The patios and balconies appurtenant to a Unit are Limited Common Elements of the Units having direct and exclusive access thereto.

(c) Air Conditioning and Heating Units. That portion of the air conditioning and heating unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.

6.3 Air Space. An easement for the use of the air space appurtenant to a Unit as it exists at any particular time and as the Unit may lawfully be altered from time to time.

7. MAINTENANCE, ALTERATION AND IMPROVEMENT

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

7.1 Units

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

(1) All Common Elements and Limited Common Elements, except as provided in paragraph (b)(1).

(2) All portions of a Unit contributing to the support of the building, except interior surfaces, which portions shall include but not be limited to load-bearing columns, load-bearing walls and roofs.

(3) All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services contained in the Unit.

(4) All incidental damage caused to a Unit by reason of maintenance, repair and replacement accomplished pursuant to the provisions of 7.1(a) (1), (2), and (3) above.

(5) Exterior Windows. The Association shall periodically clean the exterior windows and repair any leaks which are not accessible to the Unit Owner.

(6) Surface Water or Stormwater Management System, including but not limited to work within retention areas, drainage structures and drainage easements. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the South Florida Water Management District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted or, if modified, as approved by the South Florida Water Management District.

(b) By The Unit Owner. The responsibility of the Unit Owner for maintenance, repair and replacement shall be as follows:

(1) To maintain, repair and replace at the Unit Owner's expense all portions of the Unit, including but not limited to, the water heater, air handlers and the air conditioning and heating unit which services the Unit Owner's Unit, including, but not limited to, that portion of the air conditioning and heating unit which is designated as a Limited Common Element. Included within the responsibility of the Unit Owner shall be all windows, screens and doors opening into or onto the Unit, sliding glass doors opening into or onto the Unit, carpeting, electrical fixtures and appliances in the Units, non-supporting walls and partitions, all contents of the Unit and built-in cabinets in the Units. All such maintenance, repair and replacement shall be done without disturbing the rights of other Unit Owners and shall be of a design, quality specification and decor consistent with the Condominium Property.

(2) A Unit Owner shall not modify, alter, or otherwise decorate or change the appearance, decor or demeanor of any portion of the Condominium Property, windows, window and door coverings, doors, or screens, nor shall any Unit Owner attach any thing or fixture to the Condominium Property or exterior of the Unit without the prior approval, of the owners of record of seventy-five percent (75%) of the

Units, and the prior approval of seventy-five percent (75%) of the Board of Directors of the Association.

(3) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

(4) In the event a Unit Owner shall enclose the patio or balcony attached to his Unit, then, notwithstanding that the patio or balcony is considered a Limited Common Element, the Unit Owner shall nevertheless be responsible for the cost, repair, maintenance and replacement of any enclosure on the patio or balcony and also the costs incurred should the Association be required to repair the patio or balcony or any of its structure and, in the process of such repair, such enclosure or additions installed by the Unit Owner are destroyed or harmed.

7.2 Parking Spaces. The Association shall maintain and repair at the Association's expense all parking spaces, including those which have been assigned as an appurtenance to a Unit.

7.3 Alteration and Improvement. After the completion of the improvements included in the Condominium Property which are contemplated in this Declaration, there shall be no material alteration or substantial additions to the Common Elements or to the real property which is Association property without the prior approval of seventy-five (75%) percent of the total voting interests of the Association. The cost of such alteration or improvement shall be a Common Expense and so assessed. Any such alteration or improvement shall not interfere with the rights of any Unit Owner respecting the use of his Unit without his consent.

7.4 Hurricane Shutters; Balcony Enclosure. The Board shall establish and adopt specifications for the installation, maintenance, repair and replacement of hurricane shutters, balcony enclosures and such other alterations as it deems appropriate. As such alterations are made by a Unit Owner, they must be in accordance with such specifications. The maintenance, repair and replacement of such alterations shall be the responsibility of the Unit Owner, including the obligation to insure.

7.5 Window Treatment. All window treatment must have an exterior appearance of white when viewed from the exterior of the building.

8. ASSESSMENTS AND COMMON EXPENSES

8.1 Common Expenses. Each Unit Owner shall be liable for the share of the Common Expenses in the same percentage as is shown on Exhibit "B".

8.2 Assessments. The making and collection of Assessments against each Unit Owner for common expenses, and for reserves as may from time to time be

established by the Association, shall be pursuant to the Bylaws of the Association, subject to the following provisions:

(a) Interest and Late Charge: Application of Payments. Assessments and installments on such assessments paid on or before the date when due, shall not bear interest, but all sums not paid on or before the date when due shall bear interest at the rate of eighteen (18%) percent per annum from the date when due until paid and there shall also be assessed as an Administrative late fee of 5% of the sum due but, not to exceed $25.00. All payments on accounts shall be first applied to interest accrued by the Association, then to any Administrative late fee, then to costs and attorney's fees, and then to the delinquent assessment payment first due.

(b) Lien For Assessments. The Association shall have a lien against each Condominium Parcel for any unpaid assessments, including interest, costs and reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated. The said liens may be recorded among the Public Records of the County where located by filing a claim therein which states the description of the Condominium Parcel, the name of the record owner, the name and the address of the Association, the amount due and the due dates, and said lien shall continue in effect until all sums secured by the lien shall have been paid or one (1) year from the recording of said lien, whichever shall first occur, unless within the one (1) year period an action to enforce the lien is commenced in a court of competent jurisdiction. Such claims of lien shall be executed and acknowledged by an officer of the Association, or by an authorized agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. A Unit Owner, regardless of how his title has been acquired, including a purchaser at a judicial sale, is liable for all assessments which come due while he is the Unit Owner. The grantee is jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of transfer of title, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. A first mortgagee who acquires title to the Unit by foreclosure or by deed in lieu of foreclosure is liable for the unpaid assessments in accordance with Florida Statutes §718.116 as Amended.

8.3 Collection. Assessments shall be due and payable upon conveyance of the first Unit from the Developer to its purchaser. The Association shall have the power and authority to charge, assess and collect all fees, charges and assessments allowed by this Declaration, Florida law, the Articles or Bylaws from Unit Owners and shall be entitled to use such remedies for collection as are allowed by this Declaration, Articles, Bylaws and the laws of the State of Florida. All Units shall be allocated full assessments no later than sixty (60) days after the first Unit is conveyed.

8.4 Lien for Easements. The obligation for the care, replacement, maintenance and repair of any easement which is a part of the Condominium Property

or appurtenant to the Condominium Property shall be a Common Expense shared by the Unit Owners in the same proportion as a Common Expense for which there shall be a lien established in accordance with paragraph 8.2(a) and (b) herein.

8.5 Subordination of Lien. Any lien for delinquent common expense assessments or other charges that the Association has on a Unit will be subordinate to a first mortgage on the Unit, if the mortgage was recorded before the delinquent assessment was due.

9. ASSOCIATION

The operation of the Condominium shall be by the Association, which shall fulfill its functions pursuant to the following provisions:

9.1 Membership and Voting Rights in Association. Membership of each Unit Owner in the Association is mandatory and shall be acquired pursuant to the provisions of the Articles of Incorporation and Bylaws of the Association. The interest of each Unit Owner in the funds and assets held by the Association shall be in the same proportion as the liability of each such Owner for common expenses. Each Unit shall be entitled to one vote in the Association.

9.2 Articles of Incorporation. A copy of the Articles of Incorporation of the Association, which sets forth its powers and duties, is attached as Exhibit "C" and made a part hereof.

9.3 Bylaws. A copy of the Bylaws of the Association is attached as Exhibit "D" and made a part hereof.

9.4 Restraint upon assignment of shares and assets. The Unit Owner's share in the funds and assets of the Association cannot and shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

9.5 Association Name. The Association shall be named as provided in Paragraph 2.3 herein and shall be a corporation not for profit.

9.6 Purchase or Lease of Properties. The Association shall have the power and authority to purchase real estate, leaseholds or possessory interest therein, including memberships pursuant to Florida Statute §718.111 and §718.114.

9.7 Association's Access to Units. The Association shall at all times have the right to enter the Condominium Units and Limited Common Elements at reasonable times for the purposes of gaining access to the Common Elements and Limited Common Elements for the maintenance, repair or replacement of the Condominium Property other than the Units, or to abate emergency situations which threaten damage to the Condominium Property other than the Unit entered. Each Unit Owner shall be

required to keep on file with the Association, a key or keys that will allow access to the Unit in the event of emergency. Said keys shall be accessible only by designated individuals in an emergency situation.

9.8 Right of Action. The Association and any aggrieved Unit Owner has the right of action against Unit Owners who fail to comply with the provisions of the Condominium's documents or the decisions made by the Association.

10. INSURANCE

The insurance other than title insurance that shall be carried upon the Condominium Property and the property of the Unit Owners shall be governed by the following provisions:

10.1 Authority to purchase; named insured. All insurance policies upon the Condominium Property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the Unit Owners, without naming them, and as agent for their mortgagees. Provisions shall be made for the issuance of the mortgagee endorsements and memoranda of insurance to the mortgagees of Unit Owners. Such policies shall provide that payments by the insurer for losses shall be made to the Association or the insurance Trustee designated below, and all policies and their endorsements shall be deposited with the Association or the insurance trustee as set forth herein.

10.2 Personal Property of Unit Owner. Unit Owners should obtain coverage at their own expense upon their personal property and improvements within their Unit not covered by the Association and for their personal liability and living expense and such insurance shall not be the responsibility of the Association.

10.3 Coverage

(a) Casualty. All buildings and improvements upon the Condominium Property shall be insured in an amount equal to the 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 shall be determined annually by the Board of Directors of the Association. 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.

(3) Hazard policies issued to protect condominium buildings shall provide that the word "building", wherever used in the policy, shall include, but shall not necessarily be limited to fixtures, installations or additions comprising that part of the building within the unfurnished interior surfaces of the perimeter walls, floors and ceilings of the individual Units initially installed or replacements thereof, of like kind and quality, in accordance with the original plans and specifications or as existed at the time the Unit was initially conveyed if the original plans and specifications are not available. However, the word "building" shall not include Unit floor coverings, wall coverings or ceiling coverings, and shall not include electrical fixtures, appliances, air conditioning and heating equipment, water heaters or built in cabinets required to be replaced or repaired by the Unit Owner. With respect to the coverage provided by this paragraph, the Unit Owner shall be considered as an additional insured under the policy.

(b) Public Liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired vehicles, owned, and non-owned vehicle coverage, and with cross liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner.

(c) Worker's Compensation insurance to meet the requirements of law.

(d) Flood Insurance, where required by federal or other regulatory authority.

(e) Liability Insurance for its officers and directors or persons who are in control or disburse funds of the Association.

(f) Such other insurance that Board of Directors of the Association shall determine from time to time to be desirable.

10.4 Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

10.5 Insurance Trustee; Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association or a named Insurance Trustee (hereinafter referred to as the Insurance Trustee), as Trustee, or to such Trustee in Florida with Trust Powers as may be designated as Insurance Trustee from time to time by the Board of Directors of the Association when required by this Declaration. The selection of the Insurance Trustee is subject to the approval of the institutional mortgagee holding the greatest dollar amount of first mortgages against the Units in the Condominium. The Insurance Trustee shall not be liable for payment of premiums nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes stated herein for the benefit of the Unit Owners and their mortgagees in the

following shares, provided, however, such shares need not be set forth on the records of the Insurance Trustee.

(a) Proceeds on account of damage to Common Elements and Limited Common Elements: An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements and Limited Common Elements appurtenant to the Unit as set forth on Exhibit "B" attached hereto.

(b) Units. Proceeds on account of damage to Units shall be held in the following undivided shares:

(1) When the building is to be restored: For the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, said cost to be determined by the Association.

(2) When the building is not to be restored: An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

(c) Mortgagees. In the event a mortgagee endorsement has been issued to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether 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 of such proceeds made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the mortgagee shall have the right to apply or have applied to the reduction of its mortgage debt any or all sums of insurance proceeds applicable to its mortgaged Unit in any of the following events:

(1) Its mortgage is not in good standing and is in default.

(2) Insurance proceeds are insufficient to restore or repair the building to the condition existing prior to the loss and additional monies are not available for such purpose.

(d) Insurance Trustee. An insurance trustee need not be appointed until there exists a major damage as defined at paragraph 11.1(b)(2) and 11.6(b)(2) or until there shall have been a request by a first mortgagee for such appointment.

10.6 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) All expenses of the Insurance Trustee shall be paid first or provisions made for such payment.

(b) If the damage for which the proceeds are paid is to be repaired or reconstructed the proceeds shall be paid to defray the cost thereof as provided herein. Any proceeds remaining after defraying such cost shall be distributed to the beneficial Owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, any mortgagee of a Unit.

(c) If it is determined in the manner provided herein that the damage for which proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial Owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, the mortgagee of a Unit.

(d) In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their respective shares of the distribution.

10.7 Association as Agent. The Association is hereby irrevocably appointed Agent for each Unit Owner and for each Owner of any other interest in the Condominium Property to adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases upon the payment of a claim.

11. RECONSTRUCTION OR REPAIR AFTER CASUALTY

11.1 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 Elements and Limited Common Elements. If the damaged improvement is a Common Element and/or Limited Common Element then the damaged property shall be reconstructed or repaired, unless it is determined that the Condominium shall be terminated.

(b) Damage.

(1) Lesser damage. If the damaged improvement is a building, and if the Units to which sixty (60%) percent of the Common Elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty, it is determined by agreement that the Condominium shall be terminated.

(2) Major damage. If the damaged improvement is a building, and if Units to which sixty (60%) percent 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, unless within one hundred sixty (160) days after the casualty, the Owners of eighty (80%) percent of the Common Elements agree in writing to such reconstruction or repair.

(c) Certificate. The Insurance Trustee may rely upon a Certificate of the Association made by its President and attested by its Secretary as to whether or not the damaged property is to be reconstructed or repaired.

11.2 Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original building, or in lieu thereof, according to the plans and specifications approved by the Board of Directors of the Association, and if the damaged property is in a building and reconstruction is not substantially in accordance with the original plans and specifications, then, approval by the Owners of not less than eighty (80%) percent of the Common Elements, including the Owners of all damaged Units, together with the approval of the institutional mortgagees holding first mortgages upon all damaged Units, shall be required which approval shall not be unreasonably withheld.

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

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

11.5 Assessments. If it is determined that reconstruction and repair should occur and if the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, 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 all Unit Owners in the case of damage to Common Elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Elements shall be in proportion to the Unit Owner's obligation for Common Expenses.

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

(a) Association. If the total of assessments made by the Association in order to provide funds for the payment of costs of reconstruction and repair that is the responsibility of the Association is more than $500,000.00, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

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

(1) Association - Lesser damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than $500,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association, provided however, that upon request 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) Association - Major damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than $500,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association.

(3) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner shall be paid to the Owner, or if there is a mortgagee endorsement as to the Unit, then to the Owner thereof and the mortgagee jointly, who may use such proceeds as they may agree.

(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 fund is established, such balance shall be distributed to the beneficial Owners of the fund; except, however, that only those portions of a distribution to the beneficial Owners in excess of assessments paid by a Unit Owner to the construction fund shall be made payable to any mortgagee.

(5) Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether sums paid by the Unit Owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or 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 Trustee may rely upon a Certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when a mortgagee is required in this instrument to be named payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a Unit Owner; and further, provided, that when the Association, 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 Association shall be first obtained by the Association prior to the disbursements in payment of costs of reconstruction and repair.

12. USE RESTRICTIONS

The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium exists upon the land:

12.1 Units. This is a residential Condominium, and therefore, each of the Units shall be occupied only as a single family residential private dwelling by no more than six (6) persons in a two bedroom unit and eight (8) persons in a three bedroom unit at any one time. No Unit may be divided or subdivided into a smaller Unit. Subject to the provisions of the Rules and Regulations, small household pets may be kept by Unit Owners within the Units. Such pets may not be kept, bred or maintained for any commercial purpose or in numbers deemed unreasonable by the Board of Directors.

12.2 Common Elements and Limited Common Elements. The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

12.3 Nuisances. No nuisance shall be allowed upon the Condominium Property or within a Unit, 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 Property 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 Unit Owner shall permit any use of his Unit or make any use of the Common Elements that will increase the cost of insurance upon the Condominium Property.

12.4 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or a Unit, 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 or a Unit shall be the same as the responsibility for the maintenance and repair of the property concerned.

12.5 Leasing of Units. Entire Units may be rented provided the occupancy is only by the lessee, his family and guests. No rooms may be rented. A Unit may be leased or rented by the respective Unit Owner thereof to Transient Tenants as well as long-term tenants. The lease of any Unit shall not release or discharge the Owner from compliance with any of his obligations and duties as a Unit Owner. Any such lease shall be in writing and provide that all of the provisions of this Declaration, and Bylaws, and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Unit to the same extent as against a Unit Owner, and a covenant shall exist upon the part of each such tenant or occupant to abide by the Rules and Regulations of the Association, the terms and provisions of the Declaration of Condominium and Bylaws, and designating the Association as the Unit Owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of such covenant, which covenant shall be an essential element of any such lease or tenancy agreement. In the event a Unit is occupied by a person or persons other than the Unit Owner, such Unit Owner shall not be entitled to utilize the recreation facilities of the Condominium during the period of such occupancy.

12.6 Signs. No signs shall be displayed from a Unit or from the Condominium Property except those signs as shall have advance written approval by the Association.

12.7 Prohibited Vehicles. No commercial trucks or vans or other commercial vehicles shall be parked in any parking space except with the written consent of the Board of Directors of the Association, except such temporary parking spaces provided for such purpose as may be necessary to effectuate deliveries to the Condominium, the Association, Unit Owners, or residents. It is acknowledged that there are pickup trucks and vans that are not used for commercial purposes, but are family vehicles. It is not intended that such noncommercial, family vehicles be prohibited. A commercial vehicle is one with lettering or display on it or is used in a trade or business. No campers, recreation vehicles, boats or boat trailers may be parked on the Condominium Property. Motorcycles may be parked on the Condominium Property only with the written consent of the Board of Directors of the Association.

12.8 Regulations. Reasonable Rules and Regulations concerning the use and operation of Condominium Property may be made and amended from time to time by the Board of Directors in the manner provided by its Articles of incorporation and

Bylaws. Copies of such Rules and Regulations and amendments shall be furnished by the Association to all Unit Owners and residents of the Condominium.

12.9 Proviso. Until the Developer has completed all of the contemplated improvements and closed the sale of all of the Units of the Condominium, neither the Unit Owners nor the Association, nor the use of the Condominium Property shall interfere with the completion of the contemplated improvements and the sale of the Units. Developer may make such use of the unsold Units, and Common Elements, as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the property, and the display of signs.

12.10 Children. Children shall be allowed.

12.11 Alteration of Exterior Appearance. No reflective film or other type of window treatment shall be placed or installed on the inside or the outside of any Unit without the prior written consent of the Board of Directors. All such window treatments, if approved, shall have an exterior appearance of white. Any alterations, decorations, repairs or replacements which have an effect on the exterior appearance must be first approved by the Board of Directors.

12.12 Use of Property. No articles shall be hung or shaken from the doors, windows, or balconies, no articles shall be placed upon the outside window sills, or outside of balcony railings of the Units. Balconies are not to be used for storage.

12.13 Charcoal Broilers, etc. Charcoal broilers or small open flame burners or electric grills are not permitted to be used on balconies or any of the Common Elements.

12.14 Storage Areas. All storage must be kept inside the Unit. Fire regulations prohibit the storage of gasoline, paint, or any combustible items presenting a fire hazard. Common Elements cannot be used for storage purposes.

12.15 Refuse. All refuse shall be disposed of with care and in containers intended for such purpose. All trash must be contained in plastic trash bags and secured and placed in trash containers. Trash bags are to be placed in the proper location for pick-up on designated pick up days.

In addition to these specific rules and regulations, the Board of Directors may establish reasonable rules and regulations on its own motion and vote which will govern the use, maintenance, and operation of the Common Elements. Such rules and regulations shall be reasonable and shall be consistent with the maintenance of a high standard and quality use and maintenance of the Common Elements. Such rules and regulations made by the Board of Directors may, in addition to new rules and regulations, clarify these existing rules and regulations. The rules and regulations recited herein may not be amended except by an appropriate vote of the membership.

13. MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, the transfer and leasing of Units by an Owner other than the Developer shall be subject to the following provisions as long as the Condominium exists upon the land:

13.1 Notice to Association of Purchase, Gift, Devise, Inheritance, or Other Transfers. A Unit Owner who has obtained his title by purchase, gift, devise or inheritance, or by any other manner not previously specified, shall give to the Association notice of the acquiring of his title, together with such information concerning the Unit Owner as the Association may reasonably require, and a certified copy of the instrument evidencing the Owner's title.

13.2 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company, savings and loan association, real estate investment trust, or other institution or any institutional lender that acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provision apply to a transfer, sale or lease by a bank, life insurance company, savings and loan association, real estate investment trust, or other institution or institutional lender that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding provided by law, such as but not limited to, execution sale, foreclosure sale, judicial sale or tax sale. Neither shall such provisions apply to the Developer, or any person who is an officer, stockholder or director of the Developer, or to any corporation having some or all of its directors, officers or stockholders in common with the Developer, and any such person or corporation or any limited partner or general partner shall have the right to freely sell, lease, transfer or otherwise deal with the title and possession of a Unit without complying with the provisions of this section, and without the approval of the Association.

13.3 Notice of Lien or Suit.

(a) A Unit Owner shall give notice, in writing, to the Association of every lien upon his Unit other than for authorized mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

(b) Notice of Suit. A Unit Owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his Unit, such notice to be given within five (5) days after the Unit Owner shall receive knowledge or notice thereof.

(c) Failure to Comply. Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

14. PURCHASE OF UNITS BY ASSOCIATION

The Association shall have the power to purchase Units subject to the following provisions:

14.1 Decision. The decision of the Association to purchase a Unit shall be made by its directors, without the necessity of approval by its members except as is hereinafter expressly provided.

14.2 Limitation. If at any time the Association shall be the Owner or agreed purchaser of five (5) or more Units, it may not purchase any additional Units without the prior written approval of seventy-five percent (75%) of the Unit Owners eligible to vote. A Unit Owner whose Unit is the subject matter of the proposed purchase shall be ineligible to vote thereon, provided, however, that the limitations hereof shall not apply to Units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the aggregate of the amounts due by virtue of any and all senior or superior liens against the Unit plus the money due the Association, nor shall the limitation of this Paragraph apply to Units to be acquired by the Association in lieu of foreclosure of such liens if the consideration therefore does not exceed the cancellation of such lien.

15. COMPLIANCE AND DEFAULT

Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and Bylaws and the Rules and Regulations adopted pursuant to those documents, as they may be amended from time to time. Failure of a Unit Owner to comply with such documents and regulations shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act:

15.1 Negligence. A Unit 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 their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.

15.2 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the Bylaws, or the Rules and 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 the proceeding, and recover such reasonable attorneys' fees as may be awarded by any Court, at trial or appellate levels and administrative hearings.

15.3 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the Bylaws or the Rules and Regulations shall not constitute a waiver of the right to do so thereafter.

16. AMENDMENTS

Except as provided herein, this Declaration of Condominium and the Articles and Bylaws of the Association, may be amended in the following manner:

16.1 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 to be considered.

16.2 A resolution for the adoption of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

16.3 A resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by the Unit Owners of the Association. Unit Owners may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than twenty percent (20%) of the Unit Owners. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President, or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the Unit Owners to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Directors and Unit Owners not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, provided such approval or disapproval is delivered to the Secretary at or prior to the meeting. Except as provided herein, such approvals must be either by:

(1) Not less than sixty-six and two-thirds percent (66-2/3%) of the entire membership of the Board of Directors and not less than sixty-six and two-thirds percent (66-2/3%) of the Voting Interest of the Association; or

(2) Not less than sixty-six and two-thirds percent (66-2/3%) of the votes of the entire Unit Owners of the Association; or

(3) In the alternative, an amendment may be made by an agreement signed and acknowledged by 4/5ths of the voting interests in the manner required for the execution of a deed.

16.4 Proviso. Provided, however, that no amendment shall discriminate against any Unit Owner nor against any Unit or class or group of Units, unless the Unit Owners so affected shall consent; and no amendment shall change any Unit nor the share in the Common Elements appurtenant to it nor increase the Owner's share of the Common Expenses, unless the record Owner of the Unit concerned and all record owners of liens on such Unit shall join in the execution of the amendment and unless all the record Owners of all other Units approve the amendment. Any vote to amend the Declaration of Condominium relating to a change in percentage of ownership in the common elements or sharing of the common expense shall be conducted by secret ballot. Nor shall any amendment make any change which would in any way affect any of the rights, privileges, powers and/or options herein provided in favor of or reserved to the Developer, or any person who is an officer, stockholder or director of the Developer, or any corporation having some or all of its directors, officers or stockholders in common with the Developer, unless the Developer or any limited partner or general partner shall join in the execution of such amendment.

16.5 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, and the certificate shall be executed by the President of the Association and attested by the Secretary with the formalities of a deed, and shall be effective upon recordation thereof in the Public Records of the County and State in which the land is situate.

16.6 Surface Water Management System. Any amendment of this Declaration which affect the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior written approval of the South Florida Water Management District. The South Florida Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

16.7 Scrivener's Errors. Prior to the majority election meeting, Developer may amend this Declaration and any exhibits thereto in order to correct a scrivener's error or other defect or omission without the consent of the Owners or the Board of Directors, provided that such amendment does not materially and adversely affect the rights of Unit Owners, lienors or mortgagees. This amendment shall be signed by Developer only and need not be approved by the Association, Unit Owners, lienors or mortgagees, whether or not elsewhere required for amendment, and a copy of the amendment shall be furnished to each Unit Owner, the Association and all listed mortgagees as soon after recordation thereof among the Public Records of the County and State in which the land is situate as is practicable. After the majority election meeting, amendments for the correction of scrivener's errors or other non-material changes may be made by the affirmative vote of two-thirds (2/3) of the Board of Directors and without the consent of the Unit Owners or their mortgagees or lienors.

17. TERMINATION

The condominium may be terminated in the following manners, in addition to the manner provided by the Condominium Act:

17.1 Destruction. If it is determined as provided herein that the building shall not be reconstructed because of major damage, the Condominium plan of ownership shall be terminated by the agreement of Owners who represent at least sixty-seven percent (67%) of the total allocated votes in the Association and by eligible mortgage holders who represent at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible holders. "Eligible mortgage holder" shall mean those who hold a first mortgage on a Unit and who have requested notice, in writing, stating their name, address and the unit number of the mortgaged Unit.

17.2 Agreement. The Condominium may be terminated at any time by the approval in writing of all record Owners of Units and all record owners of liens on Units. Notice of a meeting at which the proposed termination is to be considered shall be given not less than thirty (30) days prior to the date of such meeting. Provided that the approval of Owners of not less than seventy-five percent (75%) of the Common Elements, and the approval of all record Owners of liens upon the Units, are obtained at the meeting or within thirty (30) days thereafter, then the approving Owners shall have an option to buy all of the Units of the Owners not approving of termination, said option to continue for a period of sixty (60) days from the date of such meeting. Approval by a Unit Owner of a Unit, or of a lien encumbering a Unit, shall be irrevocable until expiration of the above-recited option to purchase the Unit of Owners not so approving, and if the option to ourchase such Unit is exercised, then such approval shall be irrevocable. The option to purchase the Units not approving of termination shall be exercised upon the following terms:

(a) Exercise of Option. The option shall be exercised by delivery or mailing by registered mail to each of the record Owners of the Units to be purchased an agreement to purchase signed by the record Owners of Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating Owner and shall require the purchase of all Units owned by Owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(b) Price. The sale price for each Unit shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association by appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; 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 the purchaser. In any such action for specific performance the prevailing party shall also be entitled to his reasonable attorneys' fees and costs incurred in connection therewith.

(c) Payment. The purchase price shall be paid in cash, provided, in the event there shall be a pre-existing first mortgage on the Unit, then the purchaser shall have the option of assuming the remaining principal obligation thereof, and that portion of the purchase price which is in excess of such mortgage shall be payable in cash at closing.

(d) Closing. The sale shall be closed within thirty (30) days following determination of the sale price.

17.3 Certificate. Termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying to the facts effecting the termination, said certificate to become effective upon being recorded in the Public Records of the County and State in which the land is situate.

17.4 Shares of Owners after Termination. After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the Common Elements appurtenant to the Owners' Units prior to the termination.

17.5 Surface Water or Stormwater Management System. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the South Florida Water Management District prior to such termination, dissolution or liquidation.

18. DEVELOPER'S RESPONSIBILITY FOR ASSESSMENTS

The Developer guarantees that the assessment for Common Expenses for each Unit of the Condominium which is owned by persons other than Developer shall not increase over the sum of $135.00 per month beginning on the date of recording of the Declaration and continuing until the end of the first calendar year from the date of the recording of the Declaration, or upon transfer of control of the Condominium Association to Unit Owners other than Developer, whichever occurs first, whereupon such guarantee shall terminate. During that period, Developer is excused from any obligation to pay the share of Common Expenses which would have been assessed against Units owned by Developer during such guarantee period, provided Developer shall be responsible for paying the difference between the Condominium Association's

expenses of operation otherwise to be funded by annual assessments and the amount received from Unit Owners, other than the Developer, in payment of the annual assessments levied against their Units.

19. SEVERABILITY

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

20. SUCCESSOR TO DEVELOPER'S INTERESTS

For purposes of this Declaration of Condominium, the term "Developer" shall include the person or entity declaring the property to condominium ownership and any person or entity, including the construction mortgagee, who shall succeed to the Developer's interest in title and ownership, whether by purchase, foreclosure or deed in lieu of foreclosure and such successor shall have all of the rights and privileges of the Developer.

21. RULE AGAINST PERPETUITIES

The rule against perpetuities shall not defeat a right given any person or entity by the Declaration of Condominium for the purpose of allowing Unit Owners to retain reasonable control over the use, occupancy and transfer of Units.

22. JOINDER AND CONSENTS

A person who joins in or consents to the execution of this Declaration of Condominium subjects his interest in the condominium property to the provisions of the Declaration.

23. ENFORCEABILITY

All provisions of this Declaration of Condominium are enforceable equitable servitudes, run with the land and are effective until the Condominium is terminated.

24. PARTITION

The undivided share and the Common Elements which is appurtenant to a Unit shall not be separated from it and shall pass with the title to the Unit, whether or not separately described; the share and the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Units; shares and the Common Elements appurtenant to Units are undivided, and no action for Partition of the Common Elements shall lie.

25. REQUIREMENTS OF FNMA, FHLMC AND HUD

Notwithstanding anything herein to the contrary set forth in this Declaration of Condominium and its attached Exhibits, the following shall prevail and be binding on all Unit Owners, the Developer, and anyone having an interest in the Condominium Property where a lender holds a mortgage upon a Unit in this Condominium and is subject to the Federal Home Loan Mortgage Corp. ("FHLMC"), Federal National Mortgage Association ("FNMA"), U.S. Department of Housing and Urban Development ("HUD"), and/or Veterans Administration ("VA") regulations:

25.1 Any "right of first refusal" contained in the Condominium constituent documents shall not impair the right of a first mortgagee to:

(a) Foreclose or take title to a Condominium Unit pursuant to the remedies provided in the mortgage, or

(b) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor, or

(c) Sell or lease a Unit acquired by the mortgagee.

25.2 Any first mortgagee who obtains title to a Condominium Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the mortgagee, except as required by Florida Statute.

25.3 Except as provided by statute in case of condemnation or substantial loss to the Units and/or common elements of the Condominium Project, unless at least fifty-one percent (51%) of the eligible mortgage holders (based on one vote for each first mortgage owned) in the case of an act materially affecting the rights or interests of the mortgagees, or as otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, such consent of the mortgage holders not to be unreasonably withheld, and by Owners who represent at least sixty-seven percent (67%) of the total allocated votes in the Association (other than the sponsor, Developer, or builder) of the individual Condominium Units have given their prior written approval, Condominium Homeowners Association shall not be entitled to:

(a) By act or omission, seek to abandon or terminate the Condominium Project;

(b) Change the pro-rata interest or obligations of any individual Condominium Unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro-rata share of ownership of each Condominium Unit and the Common Elements;

(c) Partition or subdivide any Condominium Unit, or the exclusive easement rights appertaining thereto;

(d) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements or Limited Common Elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements for the Condominium Project shall not be deemed a transfer within the meaning of this clause.);

(e) Use hazard insurance proceeds for losses to any Condominium Property (whether to Units or to Common Elements) for other than the repair, replacement or construction of such Condominium Property substantially in accordance with the original plans and specifications and this Declaration;

(f) Change the voting rights appertaining to any Unit;

(g) Amend any provisions of the Declaration, Articles or Bylaws which are for the express benefit of holders or insurers or first mortgages on Units;

Notwithstanding the foregoing, if an eligible mortgage holder fails to respond to any written proposal within thirty (30) days after it receives proper notice of the proposal, provided that notice was delivered by registered or certified mail with a return receipt requested, implied approval may be assumed.

25.4 All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual Condominium Units and not to the Condominium Project as a whole.

25.5 No provision of the Condominium constituent documents gives a Condominium Unit Owner, or any other party, priority over any rights of the first mortgagee of the Condominium and Unit pursuant to its mortgage in the case of a distribution to such Unit Owner or owner of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or common elements.

25.6 If the Condominium Project is on a leasehold estate, the Condominium Unit lease is a lease or a sublease of the fee, and the provisions of such lease comply with FHLMC requirements.

25.7 All amenities (such as parking and service areas) are a part of the Condominium Project and are covered by the mortgage at least to the same extent as are the common elements. All such common elements and amenities are fully installed, completed and in operation for use by the Condominium Unit Owners. If such amenities are not common or special elements under the Condominium Project, but are part of a PUD, of which the Condominium Project is a part, such an arrangement is acceptable provided that the warranties applicable to PUD units are all satisfied, or waivers obtained.

25.8 Unless waived pursuant to Section 718.112(2)(f) Florida Statutes, condominium dues or charges shall include an adequate reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments.

25.9 The Association may cancel, without penalty or cause, any contract or lease made by it before Unit Owners, other than the Developer, assume control of the Association, upon written notice to the other party.

25.10 Upon written request, the Association shall furnish the following notices to the holder, insurer or guarantor of any mortgage of any unit in the condominium:

(a) Notice of any condemnation or casualty loss that affects a material portion of the condominium property or the applicable unit.

(b) Notice of any delinquency and the payment of the assessments or charges more than sixty (60) days past due as to the applicable unit.

(c) Notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Notice of any proposed action which would require the consent of a percentage of mortgage holders.

25.11 Notwithstanding anything herein set forth in this Declaration of Condominium for purposes of this Declaration, the term "institutional mortgagee" shall be construed to include the Federal Home Loan Mortgage Corp. and Federal National Mortgage Association.

25.12 The Association shall purchase and maintain policies of insurance and fidelity bond coverage in accordance with requirements under Chapter 7, Article VIII of

FNMA Selling Guide, Insurance Requirements, and the requirements of Chapter 718.111(11)(d) Florida Statutes, as Amended.

25.13 Amendments of a material nature must be agreed to by Owners who represent at least sixty-seven percent (67%) of the total allocated votes in the Association and in the case of an amendment materially affecting the rights or interests of the mortgagees, or as otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, by eligible mortgage holders who represent at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible holders. Such consent of the mortgage holders may not be unreasonably withheld. A change to any of the provisions governing the following would be considered as material:

* voting rights;

* increases in assessments that raise the previously assessed amount by more than 25%, assessment liens, or the priority of assessment liens;

* reductions in reserves for maintenance, repair and replacement of Common Elements;

* responsibility for maintenance and repairs;

* reallocation of interests in the Common Elements or Limited Common Elements, or rights to their use;

* redefinition of any Unit boundaries;

* convertibility of Units into Common Elements or vice versa;

* expansion or contraction of the Condominium, or the addition, annexation, or withdrawal of property to or from the Condominium;

* hazard or fidelity insurance requirements;

* imposition of any restrictions on the leasing of Units;

* imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;

* a decision by the Association to establish self-management if professional management had been required previously by an eligible mortgage holder;

* restoration or repair of the Condominium (after damage or partial condemnation) in a manner other than that specified in the Declaration; or

* any provisions that expressly benefit mortgage holders, insurers, or guarantors.

25.14 The Unit Owner shall have a perpetual, unrestricted right of ingress and egress to his or her Unit, such right to pass with the Unit as transfers of ownership of the Unit occur. Any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of an individual interest in the Common Elements shall be void unless the Unit to which that interest is allocated is also transferred.

26. CONSERVATION EASEMENT AREAS

26.1 The Conservation Easement Areas shall and are hereby declared to be subject to a Conservation Deed Restriction in favor of the Developer, its successors and assigns, for the purpose of retaining and maintaining the Conservation Easement Areas in their predominantly natural condition as a wooded water recharge, detention and percolation and environmental conservation area. In furtherance of this Conservation Easement, each of the following uses of the Conservation Easement Areas are hereby prohibited and restricted without the prior written consent of the South Florida Water Management District, to wit:

(a) The construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or any other structures and improvements on or above the ground; and

(b) The dumping or placing of soil or other substances or materials as landfill or the dumping or placing of trash, waste or unsightly or offensive materials; and

(c) The removal or destruction of trees, shrubs or other vegetation from the Conservation Easement Areas; and

(d) The excavation, dredging or removal of loam, peat, gravel, rock, soil, or other material substance in such a manner as to affect the surface of the Conservation Easement Areas; and

(e) Any use which would be detrimental to the retention of the Conservation Easement areas in their natural condition; and

(f) Any use which would be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife preservation; and

(g) Acts or uses detrimental to such retention of land or water areas; and

(h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological or cultural significance.

26.2 Conservation Easement Areas hereby created and declared shall be perpetual.

26.3 The Developer, its successors and assigns, and the South Florida Water Management District shall have the right to enter upon the Conservation Easement Areas at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions.

26.4 The Developer and all subsequent owners of any land upon which there is located any Conservation Easement shall be responsible for the periodic removal of trash and other debris which may accumulate on such Easement Parcel.

26.5 The prohibitions and restrictions upon the Conservation Easement Areas as set forth in this paragraph may be enforced by the South Florida Water Management District or the Department of Environmental Protection by proceedings at law or in equity including, without limitation, actions for injunctive relief. The provisions in this Conservation Easement Area restriction may not be amended without prior approval from the South Florida Water Management District.

26.6 All rights and obligations arising hereunder are appurtenances and covenants running with the land of the Conservation Easement Areas, and shall be binding upon, and shall inure to the benefit of the Developer, and its successors and assigns. Upon conveyance by the Developer to third parties of any land affected hereby, the Developer shall have no further liability or responsibility hereunder, provided the deed restrictions including the Conservation Areas are properly recorded.

27. MERGER AND CONSOLIDATION

As provided by Florida Statute 718.110(7), this Condominium shall be entitled to merge or consolidate with any other condominium which may now or hereafter be created for the Units or Residential Dwellings located on the lands set forth on Exhibit "A" attached hereto. Said merger or consolidation shall allow the operation of the project as though it was a single condominium for all matters, including budgets, assessments, accounting, record-keeping and similar matters. In the event of such merger or consolidation, Common Expenses for residential condominiums in such a project being operated by a single Association may be assessed against all Unit Owners in such project pursuant to the proportions or percentages established therefore in the Declarations as initially recorded or in the Bylaws as initially adopted,

subject, however, to the limitations of Florida Statute 718.116 and 718.302. Such merger or consolidation shall be complete upon compliance with 718.110(7).

28. MASTER ASSOCIATION

28.1 The WYNDHAM PALMS MASTER COMMUNITY ASSOCIATION, INC., a Florida non-profit corporation, has been established to administer, operate and maintain certain land and facilities in the Wyndham Palms community for all residents of Wyndham Palms, whether in a condominium form of ownership or otherwise, as more particularly described in the Master Declaration of Covenants, Conditions and Restrictions for Wyndham Palms, recorded in O.R. Book 1720, Page 347, Public Records of Osceola County, Florida, and all amendments thereto, which are made from time to time, all of which are hereinafter collectively referred to as the "Master Declaration". A copy of the Master Declaration and all amendments thereto are attached to the Prospectus for this Condominium as Exhibit 20. Copies of the Articles of Incorporation and Bylaws for the Master Association are attached to the Master Declaration, and shown as Exhibit 21 and 22, respectively, to the Prospectus.

The Master Declaration provides for the Master Association to operate, maintain and repair the Common Area, and any improvements thereon, including, but not limited to any Surface Water Management System (hereinafter referred to as "SWMS"), lakes, retention areas, culverts and/or related appurtenances which may be located within the Properties; to maintain the decorative entranceways to the Properties and streets within the Properties; to maintain and repair the guardhouse, including, without limitation, staffing with security personnel; to maintain and repair the surface of certain walls and fences, if any, bordering the Properties and bordering the streets within the Properties; to maintain, operate, replace and repair any irrigation facilities servicing land which the Association is obligated to maintain, including but not limited to, the grassed or landscaped areas of the Common Area; to pay for the costs of street lighting for Common Areas, streets within the Properties, or other areas designated by the Board of Directors; to enforce covenants, conditions and restrictions as they pertain to Architectural Control; and take such other action as the Association is authorized to take with regard to the Properties pursuant to its Articles of Incorporation and Bylaws, or this Declaration. All of the foregoing shall be used in common by the Unit Owners and other members of the Master Association.

All costs, fees and assessments for which any Unit Owner in this Condominium or the Association may be obligated by virtue of the Master Declaration, this Declaration and any exhibits thereto with regard to the Master Association and the Common Property and other facilities maintained and operated by the Master Association, shall be and are hereby deemed to be a Common Expense of this Condominium.

Membership in the Master Association is mandatory, and each Unit Owner shall automatically become and remain a member of the Master Association as long as the Owner owns a Unit. The Unit Owner's membership shall automatically terminate upon

termination of the Owner's interest in the Unit, and thereupon automatically transfer to and inure to the successor Unit Owner. Each Unit shall have one (1) Class A vote in the Master Association, with voting rights to be exercised as set forth in the Master Declaration, and Articles of Incorporation and Bylaws of the Master Association.

The Master Declaration provides for the making and collecting of assessments against Unit Owners, as Master Association members, for the expenses of operating the Master Association, maintaining the Common Property, and otherwise carrying out the duties and responsibilities of the Master Association under the Master Declaration. The Master Association has been granted a lien by the Master Declaration against each Unit in the Condominium, and other rights, to secure payment of any assessment or other amounts due with respect to such Unit.

Each Unit Owner, as a member of the Master Association, and their guests, lessees and invitees, is granted a non-exclusive right and easement over, across and through, and of use and enjoyment as to the Common Property, other than Exclusive Common Areas whose use is restricted by rule of the Master Association to Owners of particular Neighborhood Units (as defined in the Master Declaration), subject to the Master Declaration, the Articles of Incorporation and Bylaws of the Master Association, and all rules and regulations promulgated by the Master Association.

Each Unit Owner, and every lessee, invitee, licensee, agent, servant, guest and family member of any Owner shall be bound by the Articles of Incorporation and Bylaws of the Master Association, the terms and conditions of the Master Declaration, and all rules and regulations promulgated by the Master Association.

IN WITNESS WHEREOF, the Developer has executed this Declaration this 6th day of June, 2000.

Signed, Sealed and Delivered
in the Presence of:

Print: KEVIN MAIS

Print: KOLBE FLETCHER TIN

PULTE HOME CORPORATION,
a Michigan corporation

By: _____
Print Name: CHARLIE O'Sullivan

As: DIVISION PRESIDENT

(Corporate Seal)

STATE OF FLORIDA)

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 6th day of June, 2000, by CHARLIE O'SULLIVAN, as PRESIDENT of PULTE HOME CORPORATION, a Michigan corporation, on behalf of the corporation. [He] [She] [is personally known to me] [has produced _____ as identification].

Notary Public

Donna J. Mc Donald
Print Name

My commission expires:

MY COMMISSION EXPIRES February 21, 2003 #CC810721 Bonded thru Troy Fain-Insurance NOTARY PUBLIC, STATE OF FLORIDA

EXHIBITS:
"A" – Property
"A-1" – "A-16" – Phase 1 – Phase 16 Property
"B" – Undivided Interest in Common Elements
"C" – Articles of Incorporation
"D" – Bylaws

5/24/00 11:46 AM d-2
36263.101425
#201262 v2

Wyndham Palms
A CONDOMINIUM

LEGAL DESCRIPTION

Commence at the Northeast corner of Section 16, Township 25 South, Range 27 East, Osceola County, Florida; thence run S 89°38'28" W, along the North line of said Section 16, a distance of 2208.48 feet; thence run S 00°21'32" E, a distance of 50.00 feet to the Point of Beginning; thence run S 00°21'32" E, a distance of 435.00 feet; thence run S 45°21'32" E, a distance of 106.07 feet; thence run N 89°38'28" E, a distance of 667.73 feet; thence run S 02°25'02" E, a distance of 351.00 feet; thence run S 23°00'00" W, a distance of 48.24 feet; thence run S 22°00'00" E, a distance of 145.23 feet to a point on a non-tangent curve, concave southeasterly, having a radius of 340.00 feet and a central angle of 44°17'13"; thence on a chord bearing of S 22°11'07" W, run 262.80 feet along the arc of said curve to the point of tangency thereof; thence run S 00°02'30" W, a distance of 17.96 feet; thence run N 89°57'30" W, a distance of 203.97 feet; thence run S 82°49'21" W, a distance of 325.20 feet to a point on a non-tangent curve, concave southwesterly, having a radius of 331.00 feet and a central angle of 37°29'46"; thence on a chord bearing of S 05°44'37" E, run 216.62 feet along the arc of said curve to a point; thence run S 74°59'13" W, a distance of 166.43 feet; thence run N 24°55'40" W, a distance of 332.86 feet; thence run N 18°59'25" W, a distance of 338.03 feet; thence run N 05°38'17" W, a distance of 288.41 feet; thence run N 10°23'16" W, a distance of 174.02 feet; thence run N 21°31'48" W, a distance of 210.23 feet; thence run N 38°07'39" W, a distance of 276.54 feet; thence run N 49°21'14" W, a distance of 139.72 feet; thence run N 89°59'17" E, a distance of 183.19 feet; thence run N 89°38'28" E, a distance of 447.07 feet to the POINT OF BEGINNING.

Containing 23.77 acres, more or less.

NOTES:

1. The bearing structure shown hereon based on the North line of Section 16, Township 25 South, Range 27 East, Osceola County, Florida, that being South 89°38'28" West.
2. Other easements over and benefiting the Condominium Property have been granted or retained in the Declaration of Condominium of Wyndham Palms Condominium, as amended from time to time. The Developer has reserved the right to grant other easements over the Condominium Property from time to time.

Common Elements Shall Include:

1. All of those items stated in the Condominium Act of Florida Statute 718.108
2. Tangible Personal Property - deemed proper by the Association for the maintenance and operation of the Condominium, even though owned by the Association
3. All Condominium Property - not included in the Units, including but not limited to the recreational facilities, Mitigation Areas, and surface water management system.

Limited Common Elements

1. Automobile Parking Space - The Parking Spaces shall be a limited common element.
2. Covered Patios and/or Balconies - the patios and balconies appurtenant to a Unit are Limited Common Elements of the Units having direct and exclusive access thereto.
3. Air Conditioning and Heating Units - That portion of the air conditioning and heating unit appurtenant to, but located on side of a Unit is a Limited Common Element of the Unit.
4. Storage Units - The storage unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.

Note: All improvements are proposed

ASM
AMERICAN SURVEYING & MAPPING
340 EAST SOUTH STREET, SUITE 100 • ORLANDO, FLORIDA 32801
(407) 426-7979

EXHIBIT A

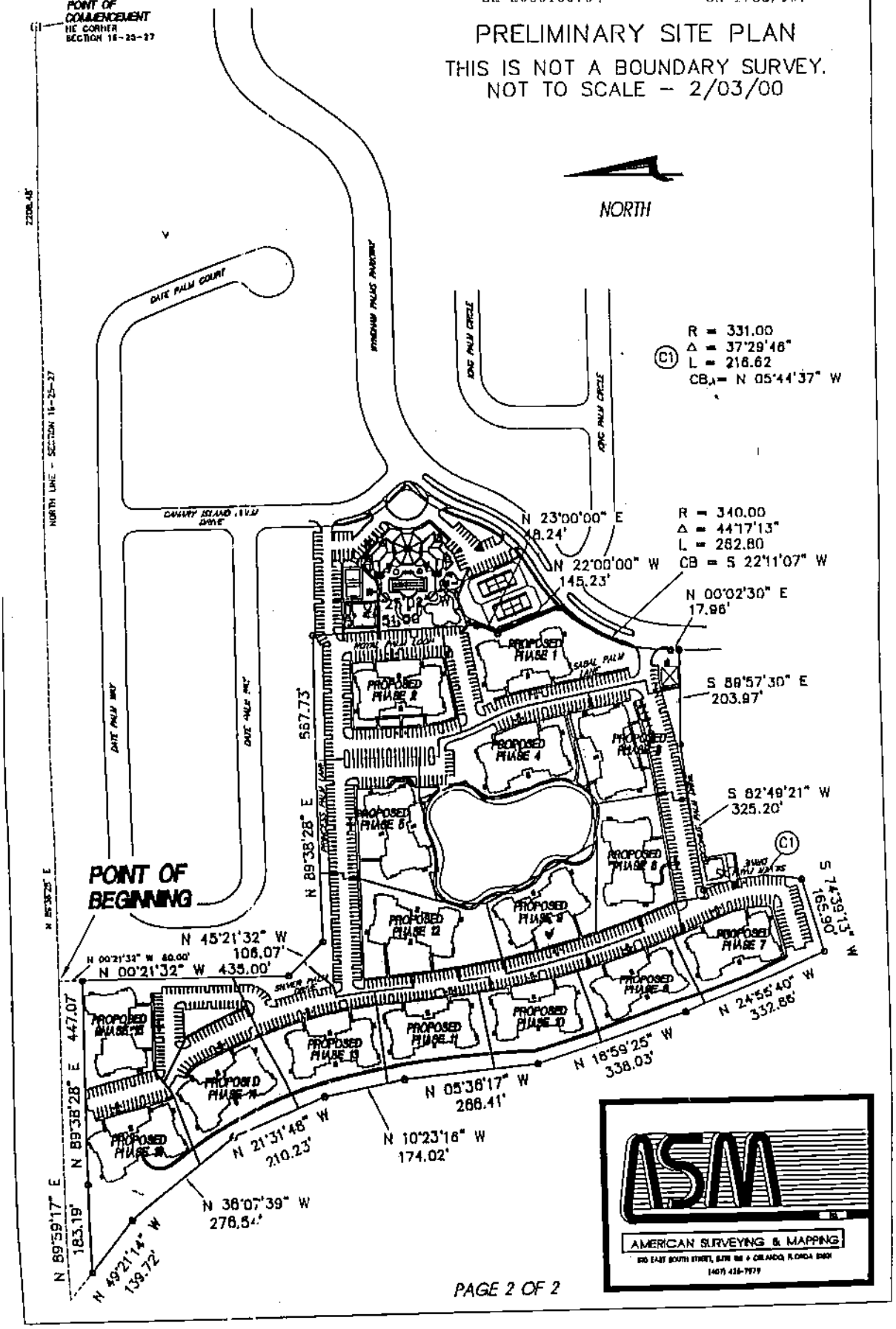
Wyndham Palms

A CONDOMINIUM

CL 2000100704 OR 1756/907

PRELIMINARY SITE PLAN

THIS IS NOT A BOUNDARY SURVEY.
NOT TO SCALE – 2/03/00



AMERICAN SURVEYING & MAPPING

Wyndham Palms
A CONDOMINIUM

CL 2000100704 OR 1756/908

LEGAL DESCRIPTION

PHASE 1

BEGINNING AT THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA, THENCE ALONG THE NORTH LINE OF SAID SECTION 16, SOUTH 89°38'28" WEST A DISTANCE OF 1455.78 FEET; THENCE DEPARTING THE NORTH LINE OF SECTION 16, SOUTH 00°21'32" EAST A DISTANCE OF 837.63 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02°25'02" EAST A DISTANCE OF 73.19 FEET; THENCE SOUTH 23°00'00" WEST A DISTANCE OF 48.24 FEET; THENCE SOUTH 22°00'00" EAST A DISTANCE OF 145.23 FEET TO A POINT ON A NON-TANGENT CURVE, SAID CURVE IS CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 340.00 FEET, AND AN INCLUDED ANGLE OF 44°17'13", (CHORD BEARING SOUTH 22°11'07" WEST, CHORD DISTANCE OF 256.31 FEET), RUN ALONG SAID CURVE A DISTANCE OF 262.80 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°02'30" WEST A DISTANCE OF 17.96 FEET; THENCE NORTH 89°57'30" WEST A DISTANCE OF 81.33 FEET; THENCE NORTH 11°37'31" WEST A DISTANCE OF 68.07 FEET; THENCE NORTH 78°22'29" WEST A DISTANCE OF 30.88 FEET; THENCE NORTH 11°13'55" WEST A DISTANCE OF 259.76 FEET TO A POINT OF CURVATURE, SAID CURVE IS CONCAVE WESTERLY, HAVING A RADIUS OF 350.00 FEET, AND AN INCLUDED ANGLE OF 16°20'20", (CHORD BEARING NORTH 19°24'05" WEST, CHORD DISTANCE OF 99.47 FEET), RUN ALONG SAID CURVE A DISTANCE OF 99.81 FEET TO THE POINT OF REVERSE CURVATURE, SAID CURVE IS CONCAVE EASTERLY, HAVING A RADIUS OF 350.00 FEET, AND AN INCLUDED ANGLE OF 8°43'50", (CHORD BEARING NORTH 23°12'20" WEST, CHORD DISTANCE OF 53.28 FEET), RUN ALONG SAID CURVE A DISTANCE OF 53.33 FEET TO A POINT; THENCE NORTH 78°47'06" EAST A DISTANCE OF 164.13 FEET; THENCE NORTH 85°41'06" EAST A DISTANCE OF 66.79 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 1.73 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, BRETT MOSCOVITZ, OF ORLANDO, FLORIDA, CERTIFY AS FOLLOWS:

1. I AM A SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA

2. THIS CERTIFICATE IS MADE TO WYNDHAM PALMS, A CONDOMINIUM LOCATED AT SANDHILL ROAD, KISSIMMEE, OSCEOLA COUNTY, FLORIDA AND IN COMPLIANCE WITH SECTION 718.104(4)(E), FLORIDA STATUTES.

3. THE CONSTRUCTION OF THE IMPROVEMENTS DESIGNATED AS PHASE 1 REFERENCED ON THE PLAT RECORDED IN CONDOMINIUM EXHIBIT BOOK PAGE(S) , PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA ("PLAT") WHICH IS ATTACHED AS EXHIBIT A-1 TO THE DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK PAGE(S) , PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, (DECLARATION), IS SUBSTANTIALLY COMPLETE SO THAT THE DESCRIPTION OF IMPROVEMENTS AS SHOWN ON THE ATTACHED SHEETS AS PHASE 1 TOGETHER WITH THE PROVISIONS OF THE DECLARATION IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT ON PHASE 1 CAN BE DETERMINED FROM THESE MATERIALS.

BRETT A. MOSCOVITZ
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION #5011

ASM
AMERICAN SURVEYING & MAPPING
[illegible] (407) 414-7979

EXHIBIT A-1

Wyndham Palms

A CONDOMINIUM

CL 2000100704 OR 1756/909

NOTES:

1. The bearing structure shown hereon based on the North line of Section 18, Township 25 South, Range 27 East, Osceola County, Florida, that being South 89°38'28" West.
2. Other easements over and benefiting the Condominium Property have been granted or retained in the Declaration of Condominium of Wyndham Palms Condominium, as amended from time to time. The Developer has reserved the right to grant other easements over the Condominium Property from time to time.

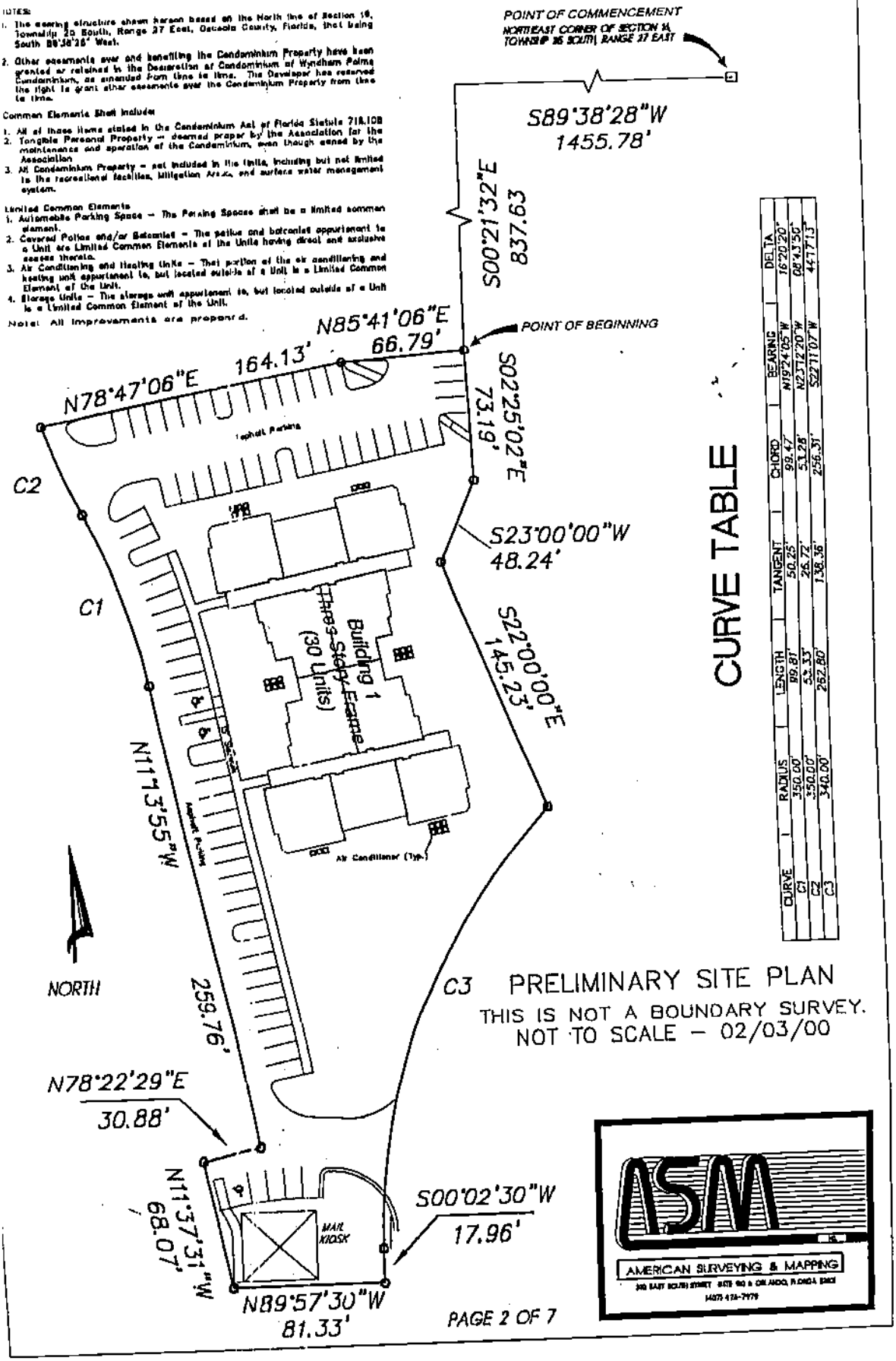
Common Elements Shall Include

1. All of those items stated in the Condominium Act of Florida Statute 718.108
2. Tangible Personal Property – deemed proper by the Association for the maintenance and operation of the Condominium, even though owned by the Association
3. All Condominium Property – not included in the Units, including but not limited to the recreational facilities, Mitigation Areas, and surface water management system.

Limited Common Elements

1. Automobile Parking Space – The Parking Spaces shall be a limited common element.
2. Covered Patios and/or Balconies – The patios and balconies appurtenant to a Unit are Limited Common Elements of the Units having direct and exclusive access thereto.
3. Air Conditioning and Heating Units – That portion of the air conditioning and heating unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.
4. Storage Units – The storage unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.

Note: All improvements are proposed.



CURVE TABLE

CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	89.81'	350.00'	50.25'	89.47'	N19°24'05"W	16°20'20"
C2	54.33'	350.00'	26.72'	54.28'	N27°22'20"W	08°53'56"
C3	262.80'	340.00'	138.36'	256.31'	S22°11'07"W	44°17'13"

C3 PRELIMINARY SITE PLAN

THIS IS NOT A BOUNDARY SURVEY.
NOT TO SCALE – 02/03/00

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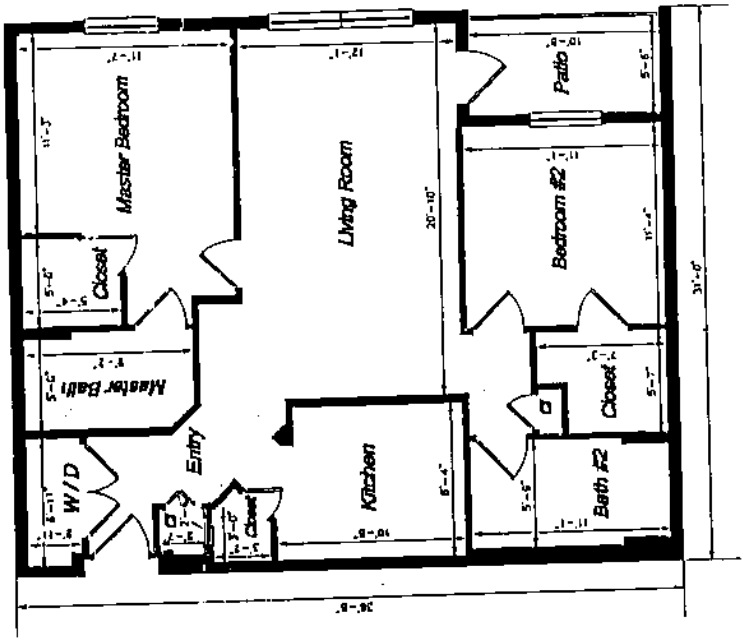
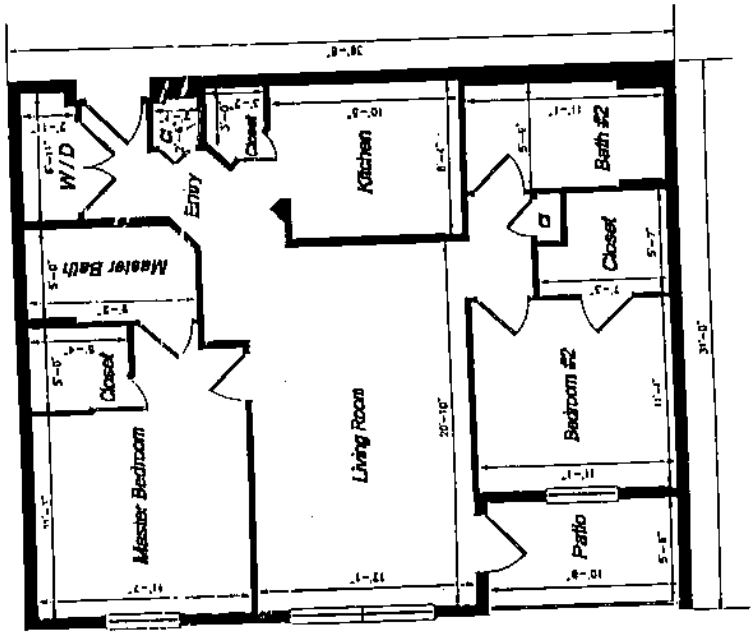
Wyndham Palms

A CONDOMINIUM





Phase 1

UNIT A - 1

TYPICAL FLOOR PLAN

NOT TO SCALE

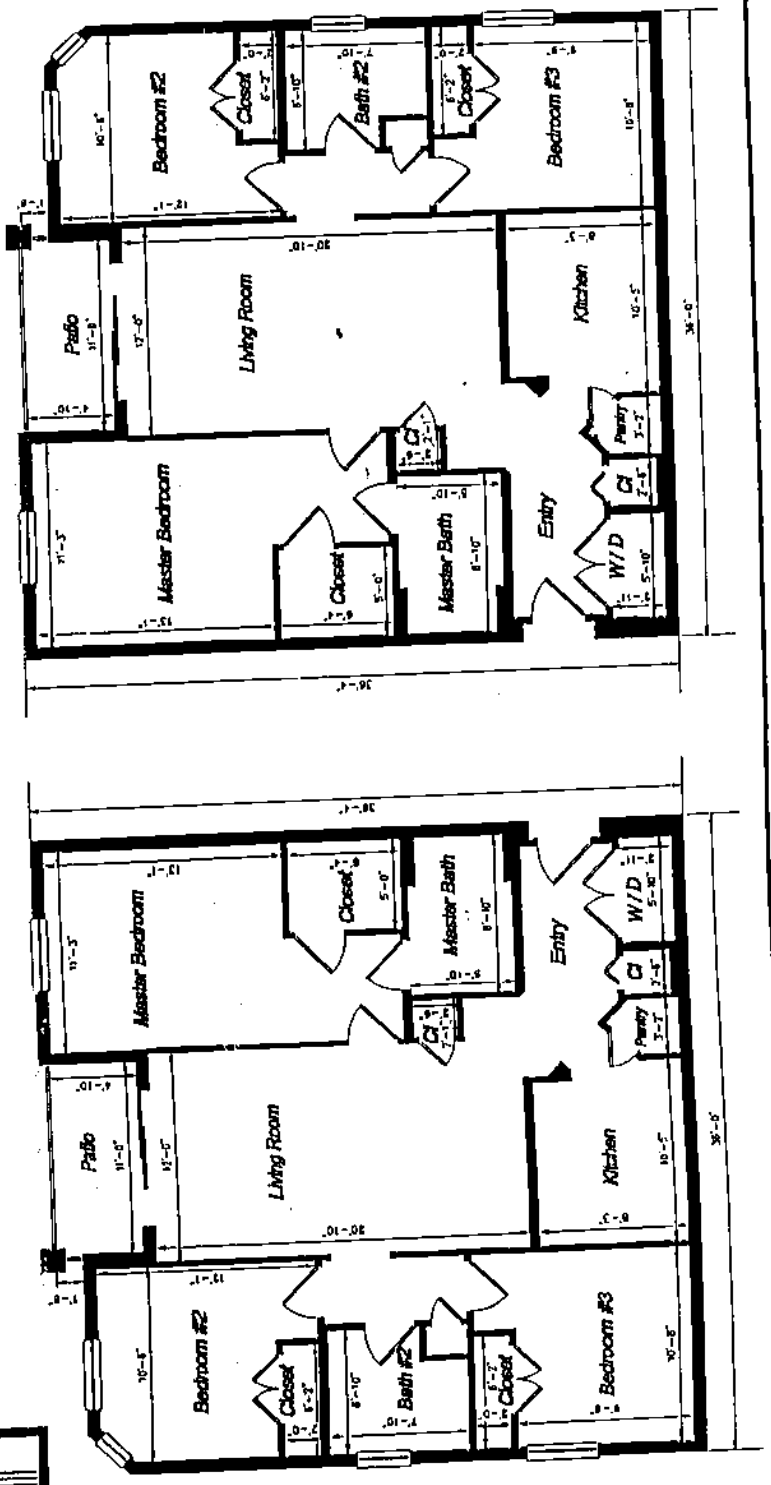
ASM

AMERICAN SURVEYING & MAPPING

Wyndham Palms

A CONDOMINIUM

CL 2000100704 OR 1758/911



Phase 1

UNIT B - 1

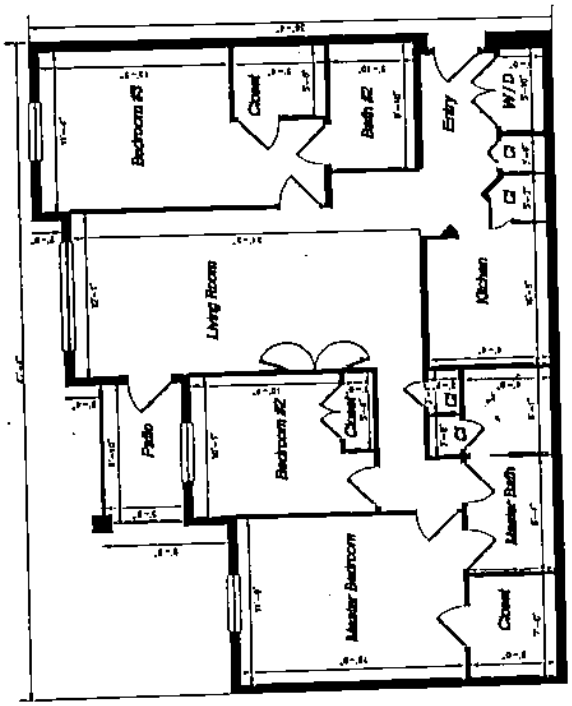
TYPICAL FLOOR PLAN

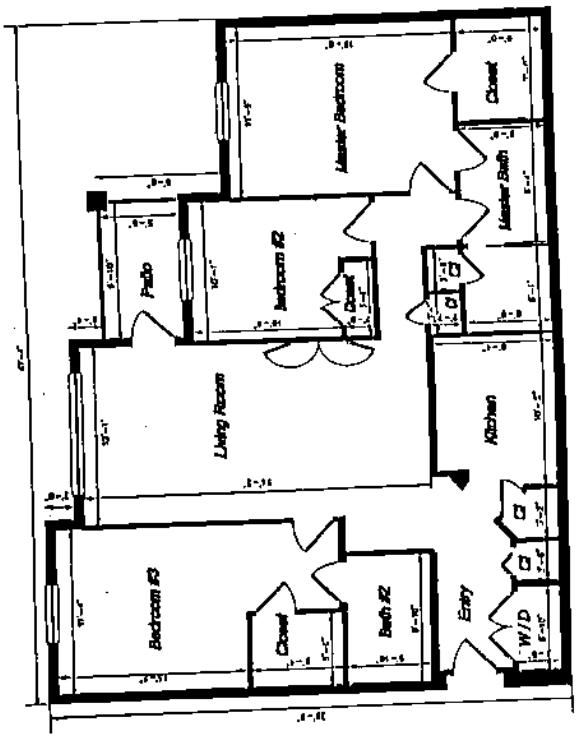
NOT TO SCALE

AMERICAN SURVEYING & MAPPING

Wyndham Palms

A CONDOMINIUM





Phase 1

UNIT B – 2

TYPICAL FLOOR PLAN

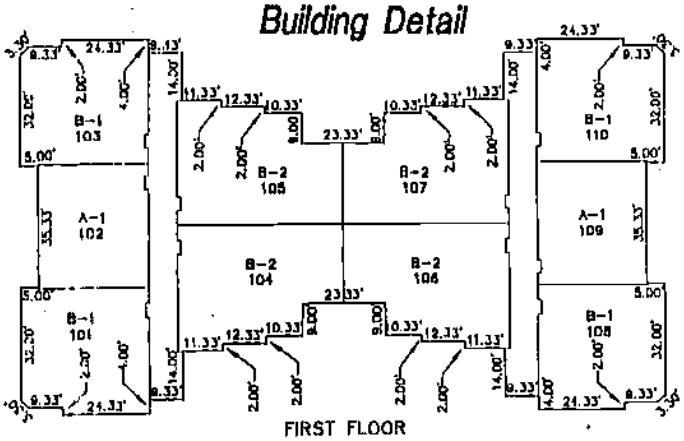
NOT TO SCALE

ASM

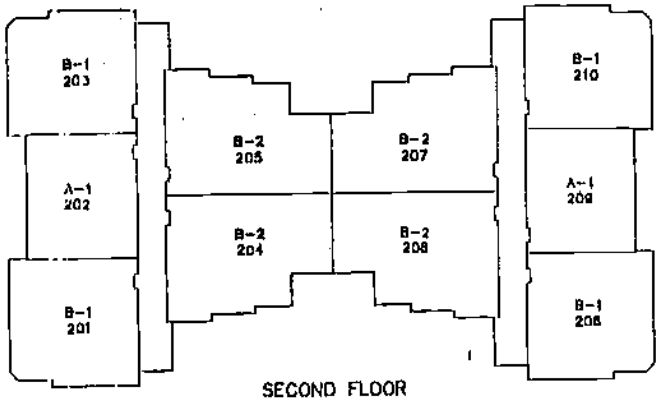
AMERICAN SURVEYING & MAPPING

Phase 1

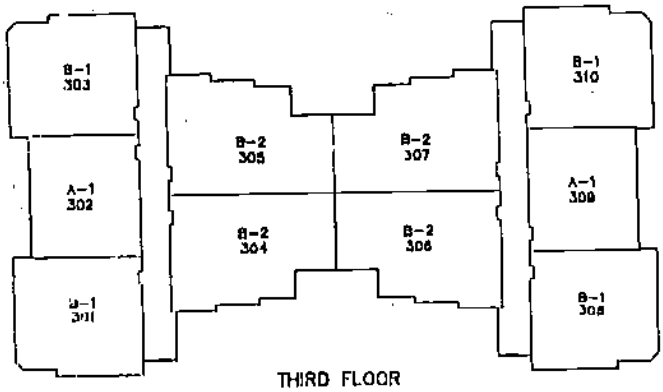
Building Detail



FIRST FLOOR



SECOND FLOOR



THIRD FLOOR

AMERICAN SURVEYING & MAPPING

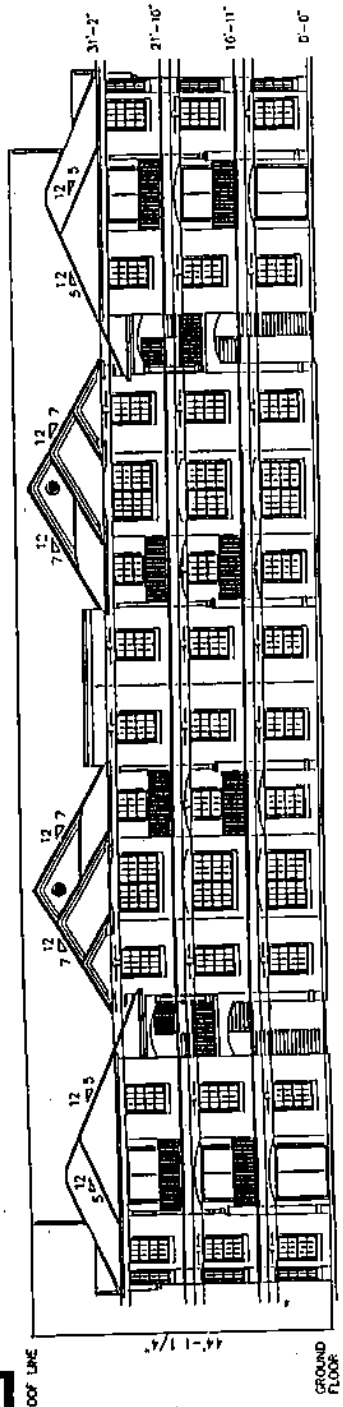
A-1, B-1 & B-2 DENOTES UNIT FLOOR PLAN
SEE SHEETS 3 THRU 5

Wyndham Palms

A CONDOMINIUM

Phase 1

CL 2000100704 OR 1756/914



FRONT BUILDING ELEVATION
NOT TO SCALE

ASM
AMERICAN SURVEYING & MAPPING

Wyndham Palms
A CONDOMINIUM

LEGAL DESCRIPTION

PHASE 2

BEGINNING AT THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA, THENCE ALONG THE NORTH LINE OF SAID SECTION 16, SOUTH 89°36'28" WEST A DISTANCE OF 1465.76 FEET; THENCE DEPARTING THE NORTH LINE OF SECTION 16, SOUTH 00°21'32" EAST A DISTANCE OF 560.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02°25'02" EAST A DISTANCE OF 277.81 FEET; THENCE SOUTH 85°41'06" WEST A DISTANCE OF 66.79 FEET; THENCE SOUTH 76°47'06" WEST A DISTANCE OF 164.13 FEET TO A POINT ON A NON-TANGENT CURVE, SAID CURVE IS CONCAVE EASTERLY, HAVING A RADIUS OF 350.00 FEET, AND AN INCLUDED ANGLE OF 8°12'34", (CHORD BEARING NORTH 14°44'08" WEST, CHORD DISTANCE OF 50.11 FEET), RUN ALONG SAID CURVE A DISTANCE OF 50.15 FEET TO A POINT; THENCE SOUTH 89°38'28" WEST A DISTANCE OF 36.61 FEET; THENCE NORTH 00°21'32" WEST A DISTANCE OF 193.31 FEET; THENCE NORTH 03°13'29" WEST A DISTANCE OF 34.35 FEET; THENCE NORTH 00°21'32" WEST A DISTANCE OF 37.00 FEET; THENCE NORTH 89°38'28" EAST A DISTANCE OF 268.61 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.81 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, BRETT MOSCOVITZ, OF ORLANDO, FLORIDA, CERTIFY AS FOLLOWS:

1. I AM A SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA

2. THIS CERTIFICATE IS MADE TO WYNDHAM PALMS, A CONDOMINIUM LOCATED AT SANDHILL ROAD, KISSIMMEE, OSCEOLA COUNTY, FLORIDA AND IN COMPLIANCE WITH SECTION 718.104(4)(E), FLORIDA STATUTES.

3. THE CONSTRUCTION OF THE IMPROVEMENTS DESIGNATED AS PHASE 2 REFERENCED ON THE PLAT RECORDED IN CONDOMINIUM EXHIBIT BOOK PAGE(S) , PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA ("PLAT") WHICH IS ATTACHED AS EXHIBIT A-1 TO THE DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK PAGE(S) , PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, (DECLARATION), IS SUBSTANTIALLY COMPLETE SO THAT THE DESCRIPTION OF IMPROVEMENTS AS SHOWN ON THE ATTACHED SHEETS AS PHASE 2 TOGETHER WITH THE PROVISIONS OF THE DECLARATION IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT ON PHASE 2 CAN BE DETERMINED FROM THESE MATERIALS.

BRETT A. MOSCOVITZ
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION #5011

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AMERICAN SURVEYING & MAPPING

EXHIBIT A-2

Wyndham Palms
A CONDOMINIUM

NOTES:

1. The bearing structure shown hereon based on the North line of Section 16, Township 26 South, Range 27 East, Osceola County, Florida, that being South 89°38'28" West.
2. Other easements over and benefiting the Condominium Property have been granted or retained in the Declaration of Condominium of Wyndham Palms Condominium, as amended from time to time. The Developer has reserved the right to grant other easements over the Condominium Property from time to time.

Common Elements Shall Include:

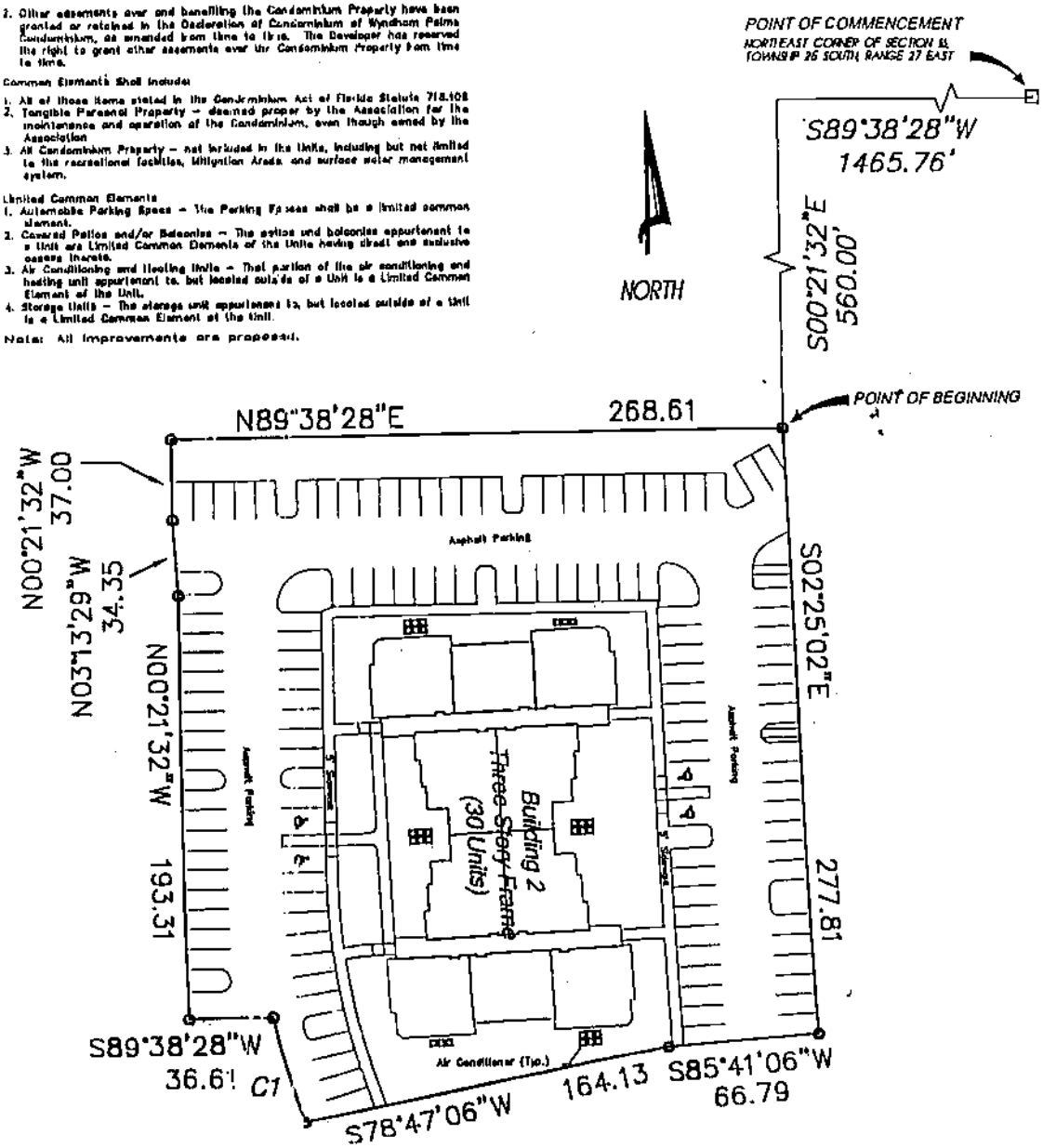
1. All of those items stated in the Condominium Act of Florida Statute 718.108
2. Tangible Personal Property – deemed proper by the Association for the maintenance and operation of the Condominium, even though owned by the Association
3. All Condominium Property – not included in the Units, including but not limited to the recreational facilities, Mitigation Areas and surface water management system.

Limited Common Elements

1. Automobile Parking Spaces – The Parking Spaces shall be a limited common element.
2. Covered Patios and/or Balconies – The patios and balconies appurtenant to a Unit are Limited Common Elements of the Units having direct and exclusive access thereto.
3. Air Conditioning and Heating Units – That portion of the air conditioning and heating unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.
4. Storage Units – The storage unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.

Note: All improvements are proposed.

CL 2000100704 OR 1756/916



CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	350.00	50.15'	25.12'	50.11'	N14°44'08"W	08°12'34"

PRELIMINARY SITE PLAN
THIS IS NOT A BOUNDARY SURVEY.
NOT TO SCALE – 02/03/00

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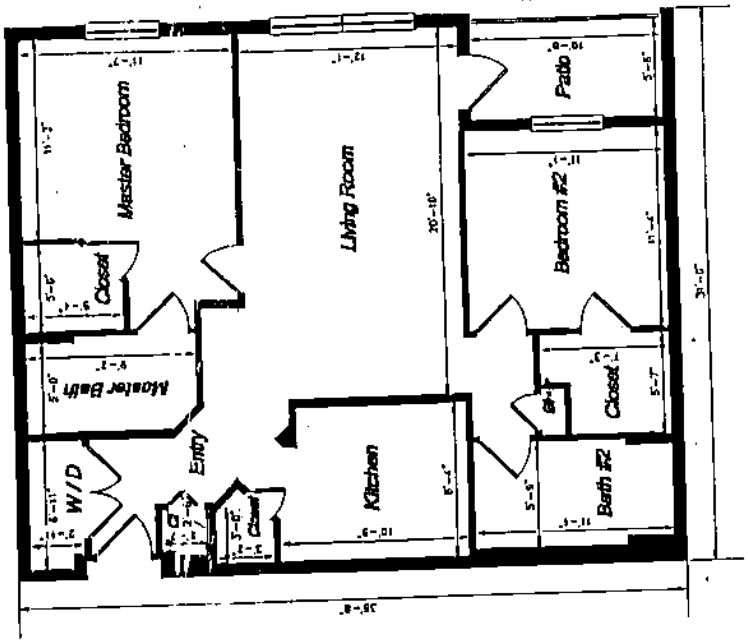
(407) 476-7979

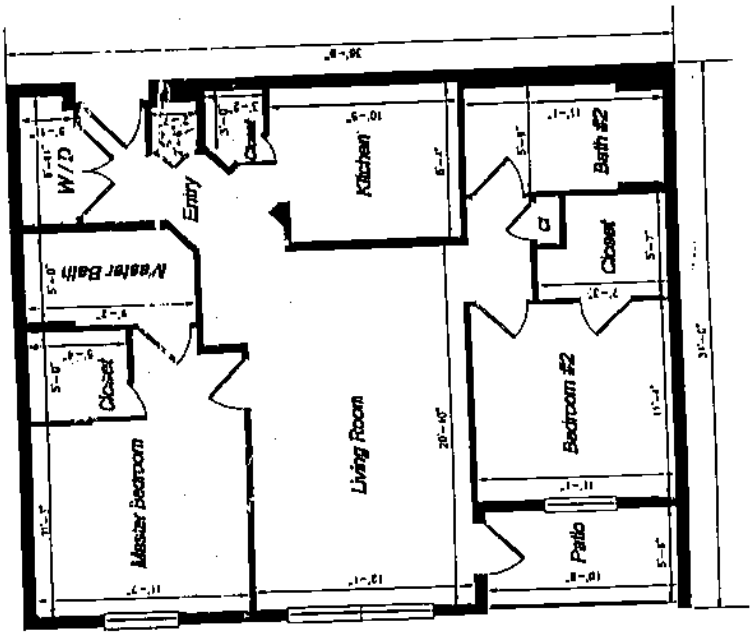
Wyndham Palms

A CONDOMINIUM

Phase 2

CL 2000100704 OR 1756/917





Phase 2

UNIT A – 1

TYPICAL FLOOR PLAN

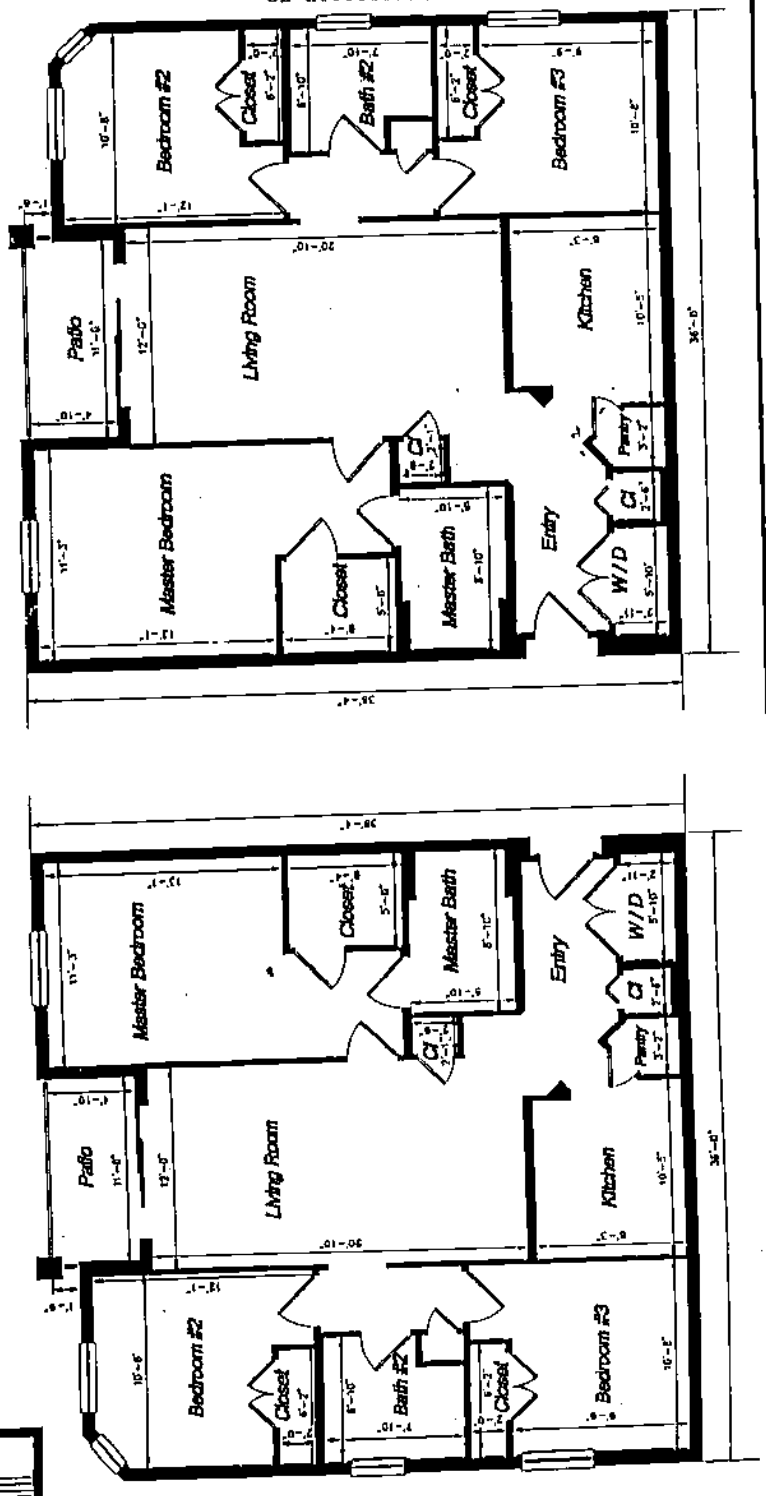
NOT TO SCALE

AMERICAN SURVEYING & MAPPING

Wyndham Palms

A CONDOMINIUM

CL 2000100704 OR 1756/918



Phase 2

UNIT B – 1

TYPICAL FLOOR PLAN

NOT TO SCALE

AMERICAN SURVEYING & MAPPING

Wyndham Palms

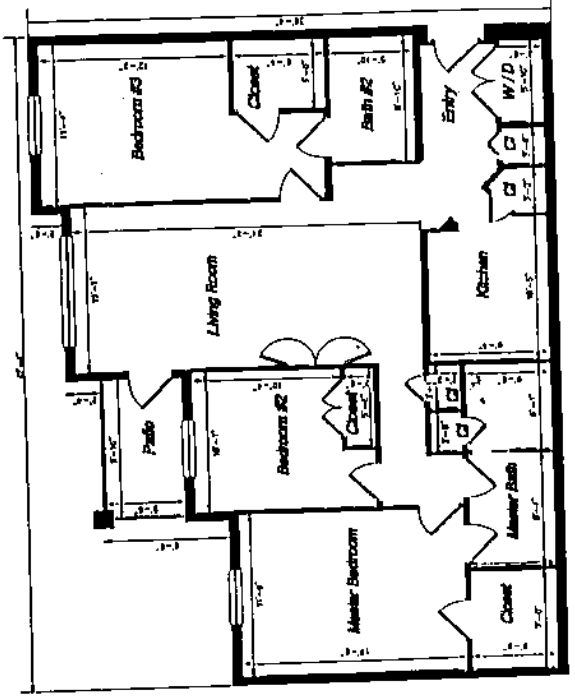
A CONDOMINIUM

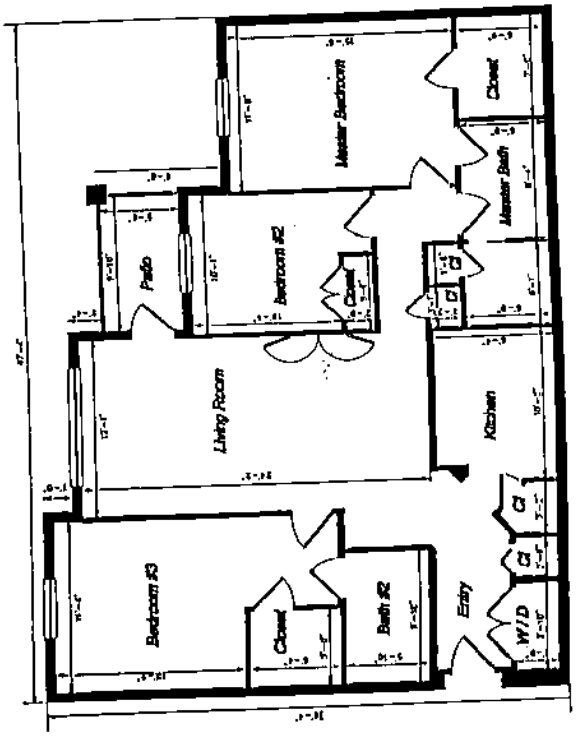
Phase 2

UNIT B - 2

TYPICAL FLOOR PLAN

NOT TO SCALE





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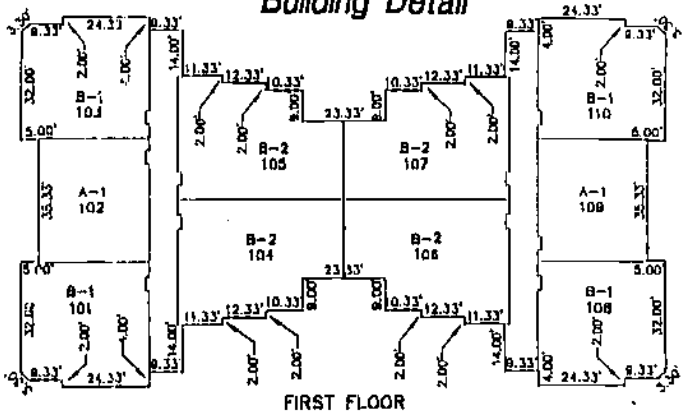
(407) 454-7979

Wyndham Palms

A CONDOMINIUM

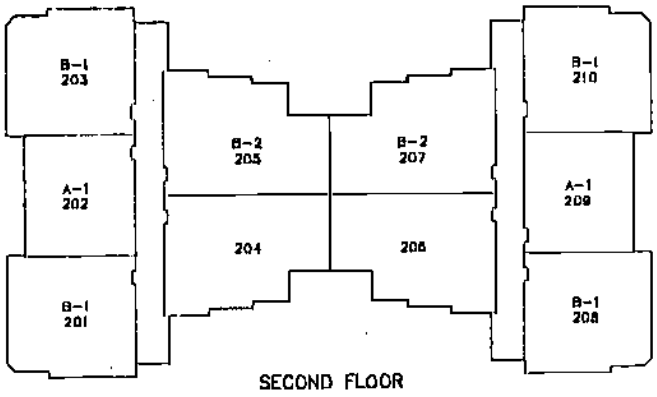
Phase 2

Building Detail

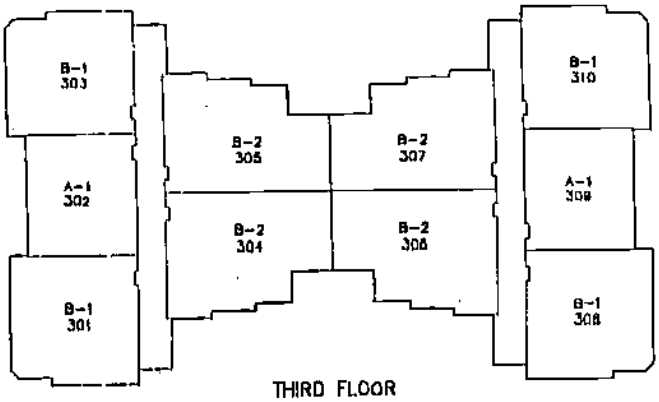


FIRST FLOOR

CL 2000100704 OR 1756/920



SECOND FLOOR



THIRD FLOOR

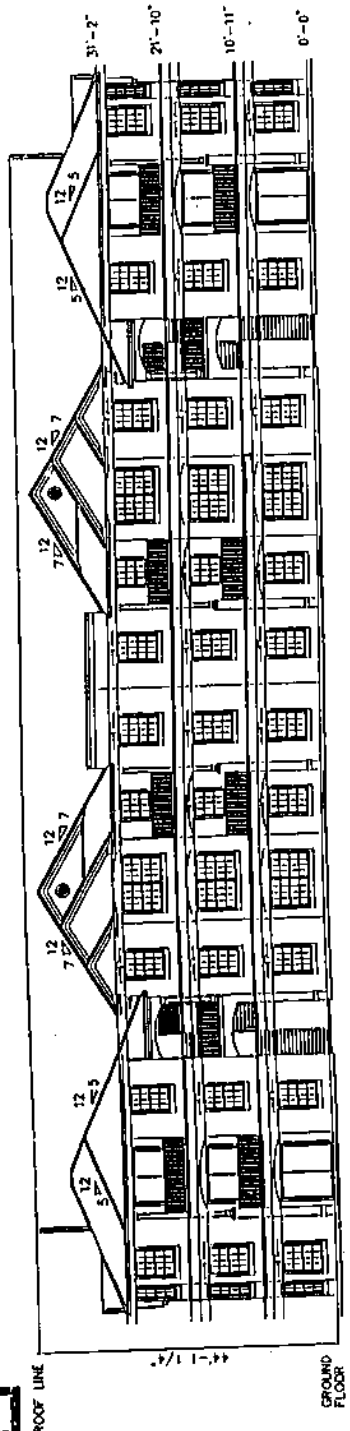
AMERICAN SURVEYING & MAPPING

A-1, B-1 & B-2 DENOTES UNIT FLOOR PLAN
SEE SHEETS 3 THRU 5

Wyndham Palms

A CONDOMINIUM

Phase 2



FRONT BUILDING ELEVATION
NOT TO SCALE

AMERICAN SURVEYING & MAPPING

CL 2000100704

OR 1756/921

CL 2000100704 OR 1756/922

LEGAL DESCRIPTION

PHASE 3

BEGINNING AT THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA, THENCE ALONG THE NORTH LINE OF SAID SECTION 16, SOUTH 89°38'28" WEST A DISTANCE OF 1644.98 FEET; THENCE DEPARTING THE NORTH LINE OF SECTION 16, SOUTH 00°21'32" EAST A DISTANCE OF 1105.01 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 11°13'55" EAST A DISTANCE OF 49.50 FEET; THENCE NORTH 78°46'05" EAST A DISTANCE OF 31.00 FEET; THENCE SOUTH 11°13'55" EAST A DISTANCE OF 125.85 FEET; THENCE SOUTH 78°22'29" WEST A DISTANCE OF 30.88 FEET; THENCE SOUTH 11°37'31" EAST A DISTANCE OF 68.07 FEET; THENCE NORTH 89°57'30" WEST A DISTANCE OF 122.64 FEET; THENCE SOUTH 82°49'21" WEST A DISTANCE OF 121.34 FEET; THENCE NORTH 08°19'29" WEST A DISTANCE OF 32.95 FEET; THENCE NORTH 81°40'31" EAST A DISTANCE OF 19.91 FEET; THENCE NORTH 08°19'29" WEST A DISTANCE OF 173.35 FEET; THENCE NORTH 84°45'03" EAST A DISTANCE OF 31.23 FEET; THENCE NORTH 75°47'40" EAST A DISTANCE OF 179.56 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.19 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, BRETT MOSCOVITZ, OF ORLANDO, FLORIDA, CERTIFY AS FOLLOWS:

1. I AM A SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA

2. THIS CERTIFICATE IS MADE TO WYNDHAM PALMS, A CONDOMINIUM LOCATED AT SANDHILL ROAD, KISSIMMEE, OSCEOLA COUNTY, FLORIDA AND IN COMPLIANCE WITH SECTION 718.104(4)(E), FLORIDA STATUTES.

3. THE CONSTRUCTION OF THE IMPROVEMENTS DESIGNATED AS PHASE 3 REFERENCED ON THE PLAT RECORDED IN CONDOMINIUM EXHIBIT BOOK PAGE(S) , PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA ("PLAT") WHICH IS ATTACHED AS EXHIBIT A-1 TO THE DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK PAGE(S) , PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, (DECLARATION), IS SUBSTANTIALLY COMPLETE SO THAT THE DESCRIPTION OF IMPROVEMENTS AS SHOWN ON THE ATTACHED SHEETS AS PHASE 3 TOGETHER WITH THE PROVISIONS OF THE DECLARATION IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT ON PHASE 3 CAN BE DETERMINED FROM THESE MATERIALS.

BRETT A. MOSCOVITZ
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION #5011

ASM
AMERICAN SURVEYING & MAPPING
[illegible] (407) 424-7979

EXHIBIT A-3

Wyndham Palms

A CONDOMINIUM

NOTES:

1. The bearing structure shown hereon bases on the North line of Section 16, Township 25 South, Range 27 East, Osceola County, Florida, that being South 89°38'28" West.
2. Other easements over and benefiting the Condominium Property have been granted or retained in the Declaration of Condominium of Wyndham Palms Condominium, as amended from time to time. The Developer has reserved the right to grant other easements over the Condominium Property from time to time.

Common Elements Shall Include:

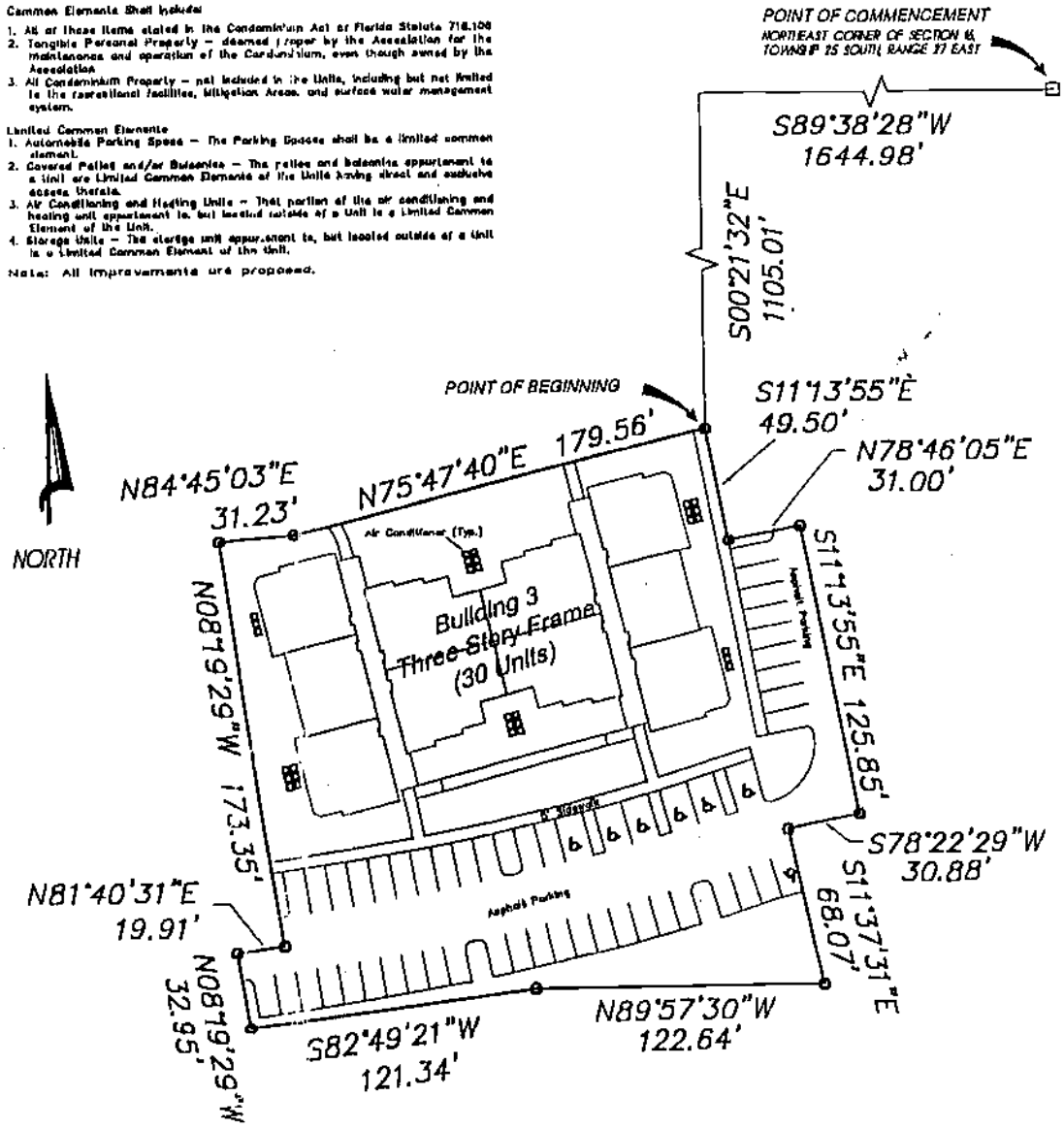
1. All of those items stated in the Condominium Act of Florida Statute 718.108
2. Tangible Personal Property – deemed proper by the Association for the maintenance and operation of the Condominium, even though owned by the Association
3. All Condominium Property – not included in the Units, including but not limited to the recreational facilities, Mitigation Areas, and surface water management system.

Limited Common Elements

1. Automobile Parking Space – The Parking Spaces shall be a limited common element.
2. Covered Patios and/or Balconies – The patios and balconies appurtenant to a Unit are Limited Common Elements of the Units having direct and exclusive access thereto.
3. Air Conditioning and Heating Units – That portion of the air conditioning and heating unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.
4. Storage Units – The storage unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.

Note: All improvements are proposed.

CL 2000100704 OR 1756/923



PRELIMINARY SITE PLAN

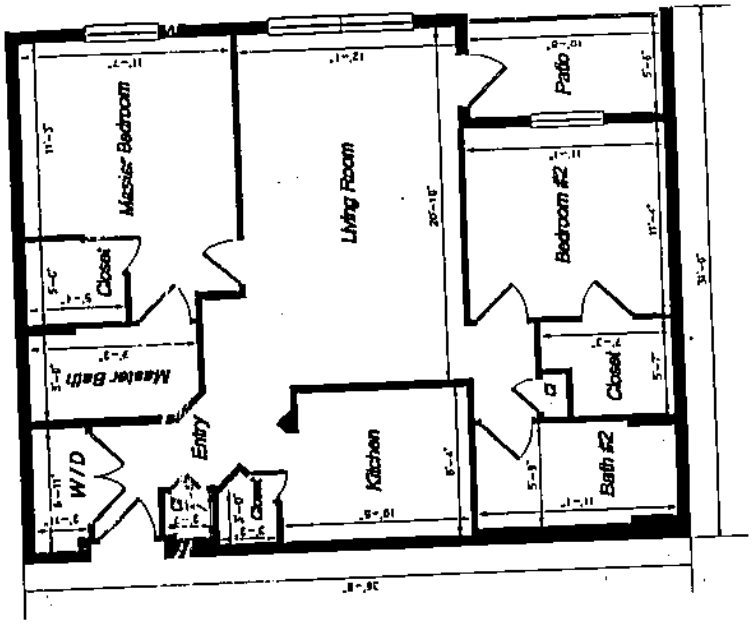
THIS IS NOT A BOUNDARY SURVEY.
NOT TO SCALE – 02/03/00

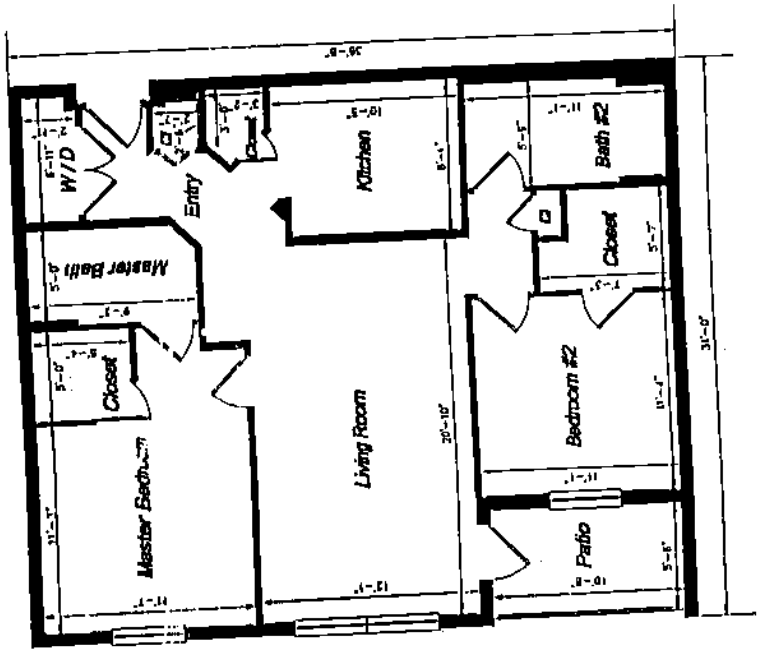
ASM
AMERICAN SURVEYING & MAPPING

Wyndham Palms

A CONDOMINIUM

Phase 3





Phase 3

UNIT A - 1

TYPICAL FLOOR PLAN

NOT TO SCALE

AMERICAN SURVEYING & MAPPING

CL 2000100704

OR 1756/984

Wyndham Palms

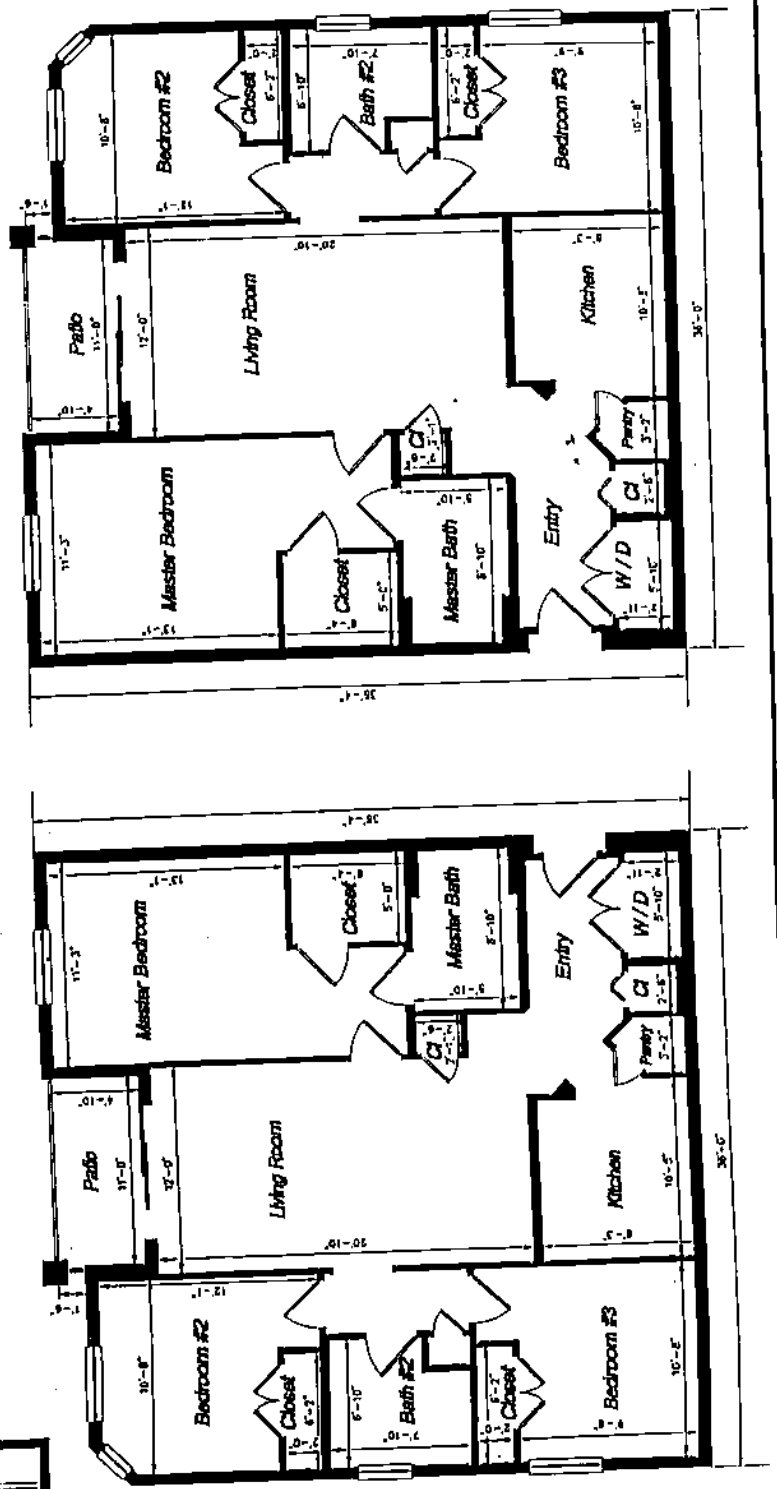
A CONDOMINIUM

Phase 3

UNIT B - 1

TYPICAL FLOOR PLAN

NOT TO SCALE

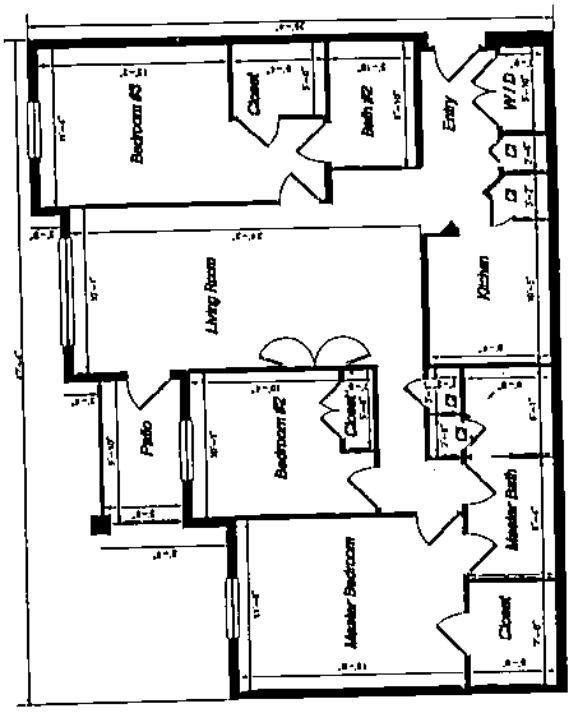


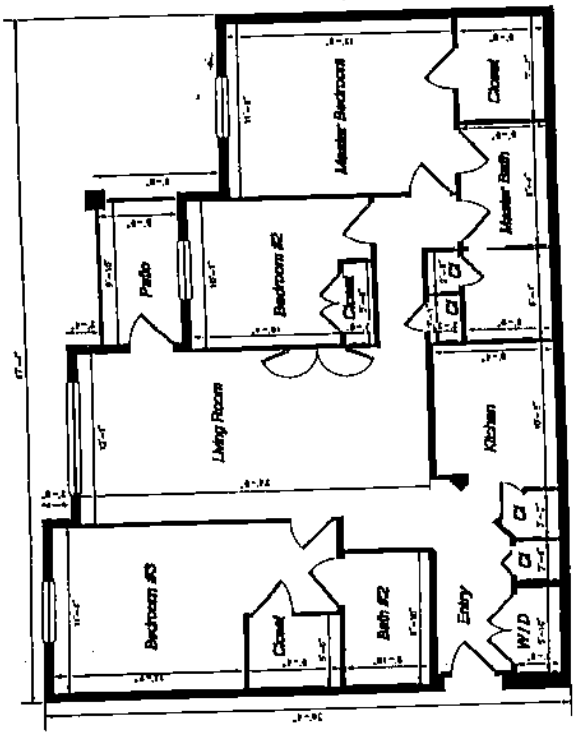
AMERICAN SURVEYING & MAPPING

Wyndham Palms

A CONDOMINIUM

CL 2000100704 OR 1756/926





Phase 3

UNIT B – 2

TYPICAL FLOOR PLAN

NOT TO SCALE

ASM

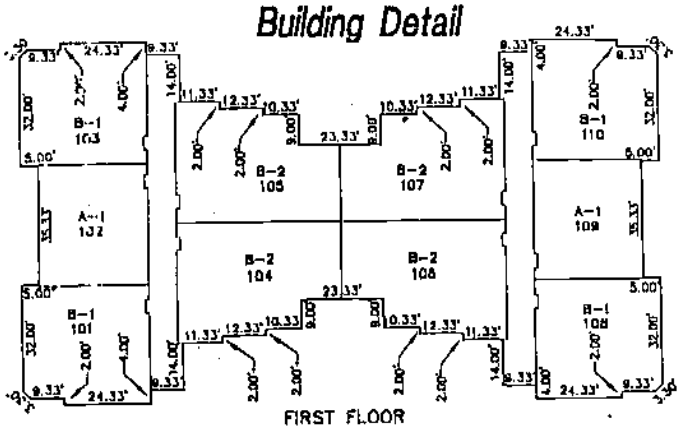
AMERICAN SURVEYING & MAPPING

Wyndham Palms

A CONDOMINIUM

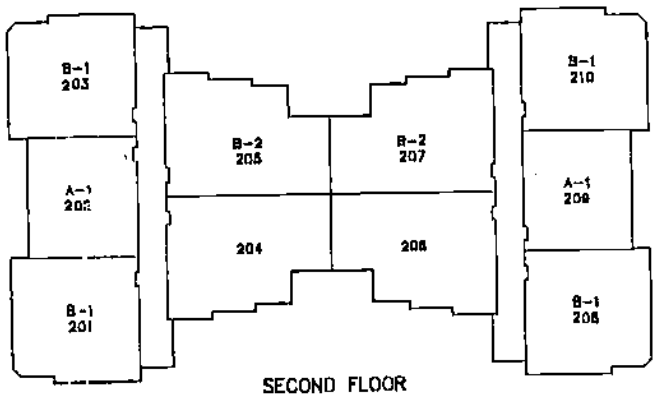
Phase 3

Building Detail

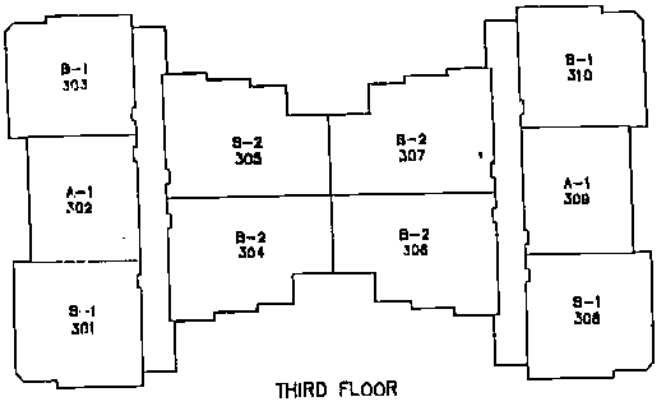


FIRST FLOOR

CL 2000100704 OR 1756/927



SECOND FLOOR



THIRD FLOOR

ASM

AMERICAN SURVEYING & MAPPING

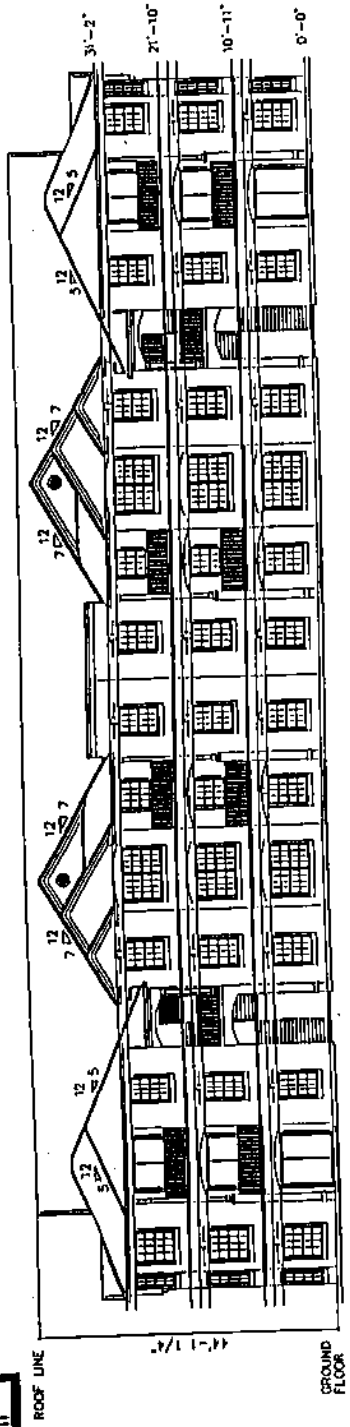
[illegible]

A-1, B-1 & B-2 DENOTES UNIT FLOOR PLAN
SEE SHEETS 3 THRU 5

Wyndham Palms

A CONDOMINIUM

Phase 3



FRONT BUILDING ELEVATION
NOT TO SCALE

AMERICAN SURVEYING & MAPPING

CL 2000100704 OR 1756/928

Wyndham Palms
A CONDOMINIUM

LEGAL DESCRIPTION

PHASE 4

BEGINNING AT THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA, THENCE ALONG THE NORTH LINE OF SAID SECTION 16, SOUTH 89°38'28" WEST A DISTANCE OF 1732.65 FEET; THENCE DEPARTING THE NORTH LINE OF SECTION 16, SOUTH 00°21'32" EAST A DISTANCE OF 780.42 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°21'32" EAST A DISTANCE OF 44.19 FEET; THENCE NORTH 89°38'28" EAST A DISTANCE OF 36.61 FEET TO A POINT ON A NON-TANGENT CURVE, SAID CURVE IS CONCAVE EASTERLY, HAVING A RADIUS OF 350.00 FEET, AND AN INCLUDED ANGLE OF 16°56'24", (CHORD BEARING SOUTH 19°06'03" EAST, CHORD DISTANCE OF 103.10 FEET), RUN ALONG SAID CURVE A DISTANCE OF 103.48 FEET TO A POINT OF REVERSE CURVATURE, SAID CURVE IS CONCAVE WESTERLY, HAVING A RADIUS OF 350.00 FEET, AND AN INCLUDED ANGLE OF 16°20'20", (CHORD BEARING SOUTH 19°24'05" EAST, CHORD DISTANCE OF 99.47 FEET), RUN ALONG SAID CURVE A DISTANCE OF 99.81 FEET TO A POINT OF TANGENCY; THENCE SOUTH 11°13'55" EAST A DISTANCE OF 133.90 FEET; THENCE SOUTH 78°46'05" WEST A DISTANCE OF 31.00 FEET; THENCE NORTH 11°13'55" WEST A DISTANCE OF 49.50 FEET; THENCE SOUTH 75°47'40" WEST A DISTANCE OF 179.56 FEET; THENCE NORTH 24°06'54" EAST A DISTANCE OF 67.78 FEET; THENCE NORTH 14°09'51" WEST A DISTANCE OF 173.67 FEET; THENCE NORTH 48°20'56" EAST A DISTANCE OF 58.02 FEET; THENCE NORTH 21°11'18" WEST A DISTANCE OF 105.85 FEET; THENCE NORTH 89°38'28" EAST A DISTANCE OF 94.06 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.21 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, BRETT MOSCOVITZ, OF ORLANDO, FLORIDA, CERTIFY AS FOLLOWS:

1. I AM A SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA

2. THIS CERTIFICATE IS MADE TO WYNDHAM PALMS, A CONDOMINIUM LOCATED AT SANDHILL ROAD, KISSIMMEE, OSCEOLA COUNTY, FLORIDA AND IN COMPLIANCE WITH SECTION 718.104(4)(E), FLORIDA STATUTES.

3. THE CONSTRUCTION OF THE IMPROVEMENTS DESIGNATED AS PHASE 4 REFERENCED ON THE PLAT RECORDED IN CONDOMINIUM EXHIBIT BOOK PAGE(S) , PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA ("PLAT") WHICH IS ATTACHED AS EXHIBIT A-1 TO THE DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK PAGE(S) , PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, (DECLARATION), IS SUBSTANTIALLY COMPLETE SO THAT THE DESCRIPTION OF IMPROVEMENTS AS SHOWN ON THE ATTACHED SHEETS AS PHASE 4 TOGETHER WITH THE PROVISIONS OF THE DECLARATION IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT ON PHASE 4 CAN BE DETERMINED FROM THESE MATERIALS.

BRETT A. MOSCOVITZ
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION #5011

ASM
AMERICAN SURVEYING & MAPPING
[illegible] (407) 426-7979

EXHIBIT A-4

Wyndham Palms
A CONDOMINIUM

CL 2000100704 OR 1756/930

NOTES:

1. The bearing structure shown hereon based on the North line of Section 18, Township 25 South, Range 27 East, Osceola County, Florida, that being South 89°38'28" West.
2. Other easements over and benefiting the Condominium Property have been granted or retained in the Declaration of Condominium of Wyndham Palms Condominium, as amended from time to time. The Developer has reserved the right to grant other easements over the Condominium Property from time to time.

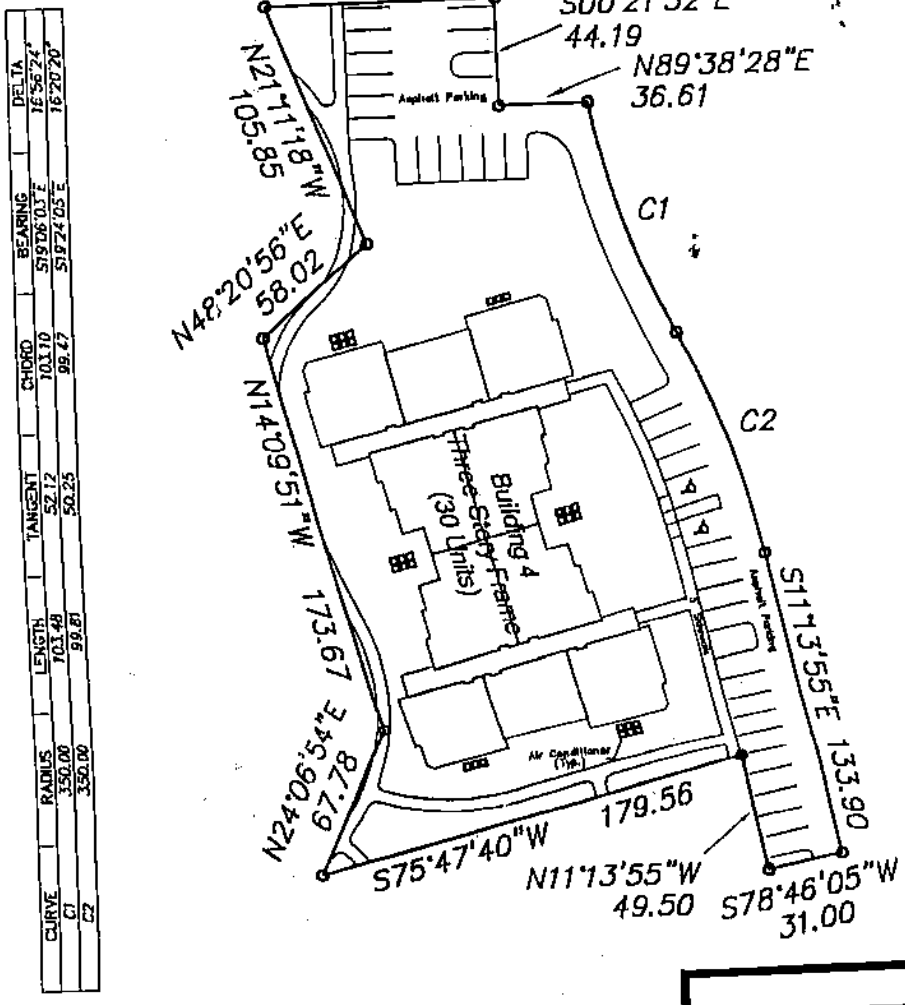
Common Elements Shall Include:

1. All of those items stated in the Condominium Act of Florida Statute 718.108
2. Tangible Personal Property - owned by the Association for the maintenance and operation of the Condominium, even though owned by the Association
3. All Condominium Property - not included in any Units, including but not limited to the recreational facilities, Mitigation Areas, and surface water management system.

Limited Common Elements

1. Automobile Parking Space - The Parking Spaces shall be a limited common element.
2. Covered Patios and/or Balconies - The patios and balconies appurtenant to a Unit are Limited Common Elements of the Units having direct and exclusive access thereto.
3. Air Conditioning and Heating Units - That portion of the air conditioning and heating unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.
4. Storage Units - The storage unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.

Note: All improvements are proposed.



CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	350.00	103.48	52.12	103.10	S19°26'03"E	16°56'24"
C2	330.00	99.81	50.25	99.47	S19°24'05"E	16°20'20"

PRELIMINARY SITE PLAN

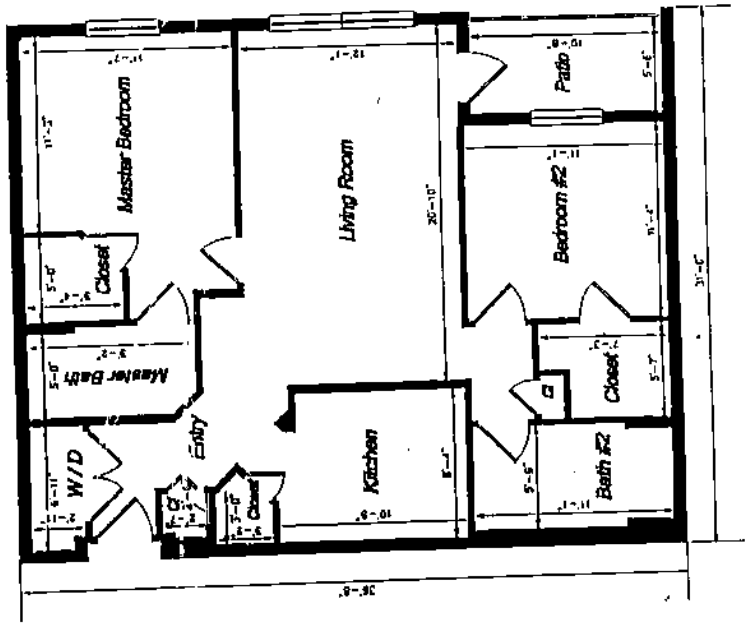
THIS IS NOT A BOUNDARY SURVEY.
NOT TO SCALE - 02/03/00

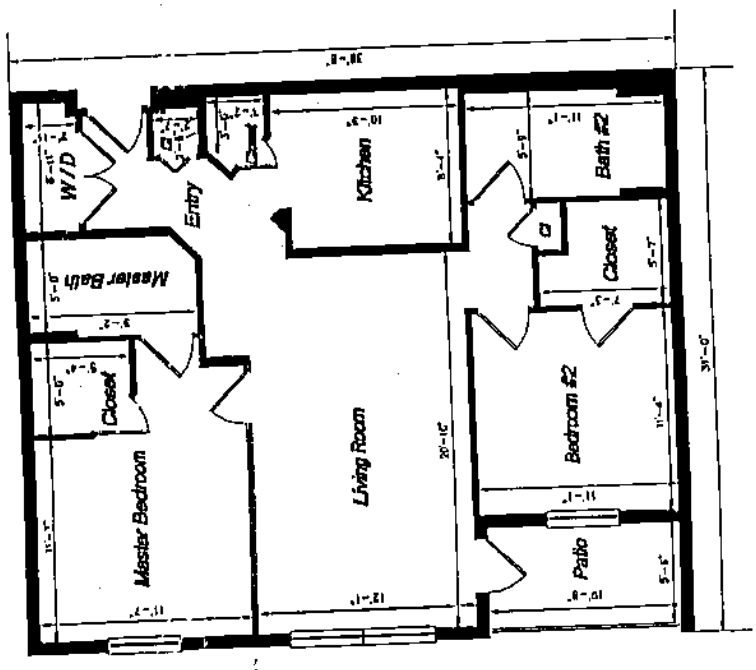
ASM
AMERICAN SURVEYING & MAPPING
[illegible] EAST SOUTH STREET SUITE [illegible] ORLANDO, FLORIDA [illegible]
(407) 426-7979

Wyndham Palms

A CONDOMINIUM

CL 2000100704 OR 1756/931





Phase 4

UNIT A – 1

TYPICAL FLOOR PLAN

NOT TO SCALE

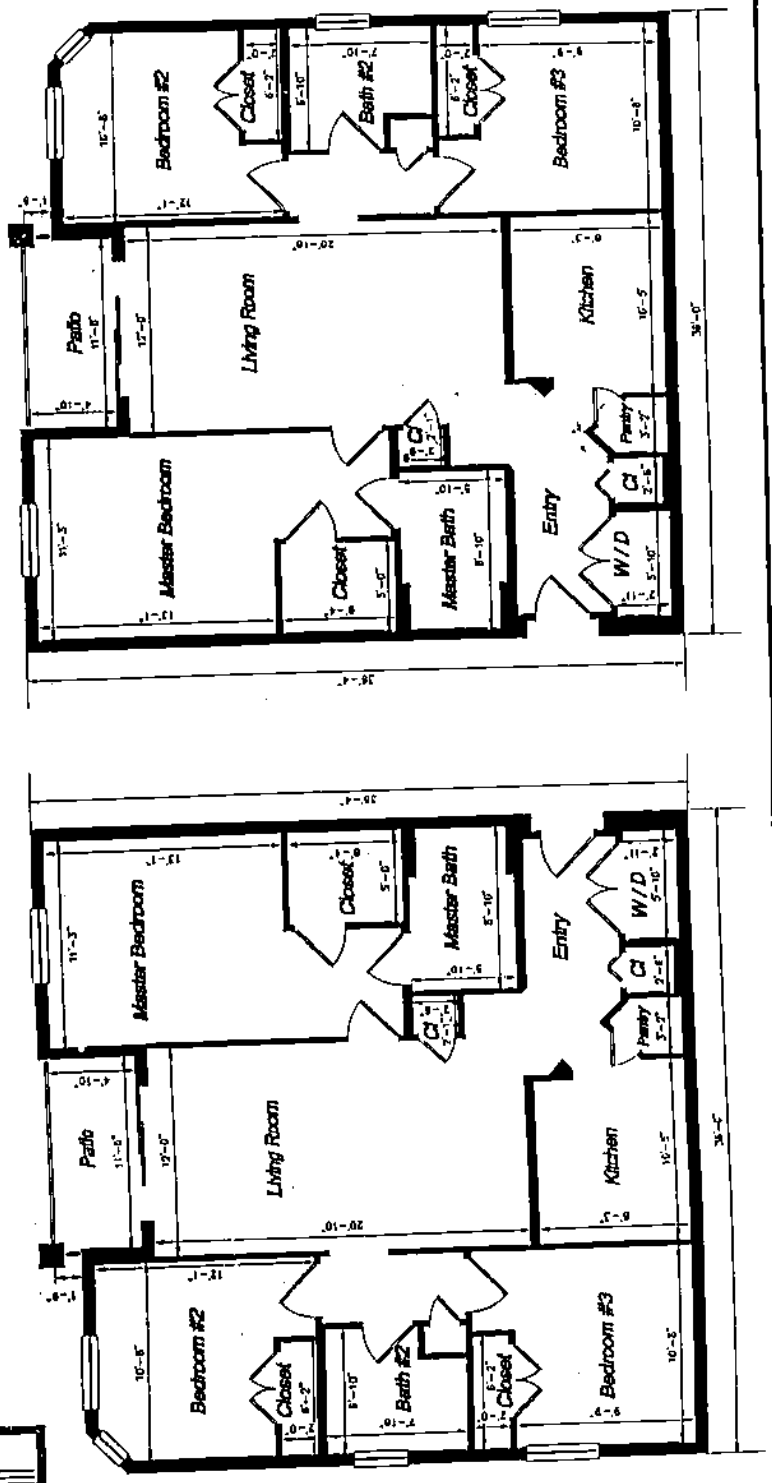
ASM

AMERICAN SURVEYING & MAPPING

Wyndham Palms

A CONDOMINIUM

CL 2000100704 OR 1756/932



Phase 4

UNIT B - 1

TYPICAL FLOOR PLAN

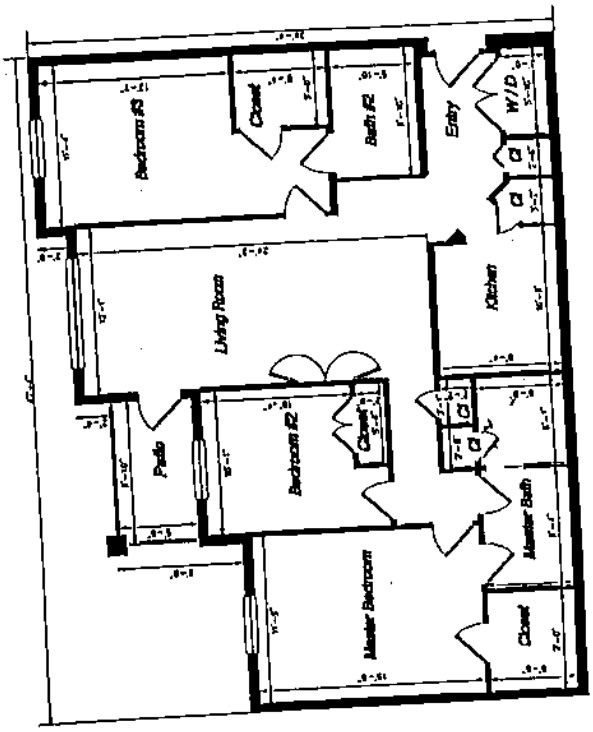
NOT TO SCALE

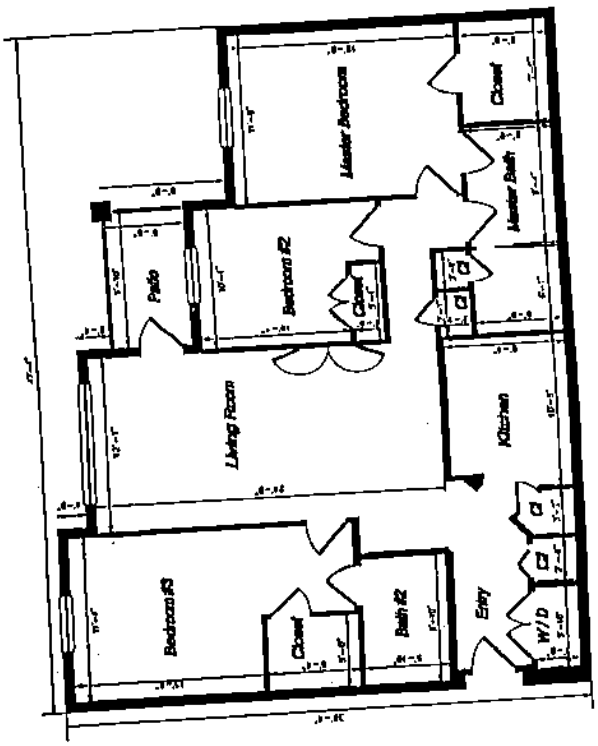
AMERICAN SURVEYING & MAPPING

Wyndham Palms

A CONDOMINIUM

CL 2000100704 OR 1756/933





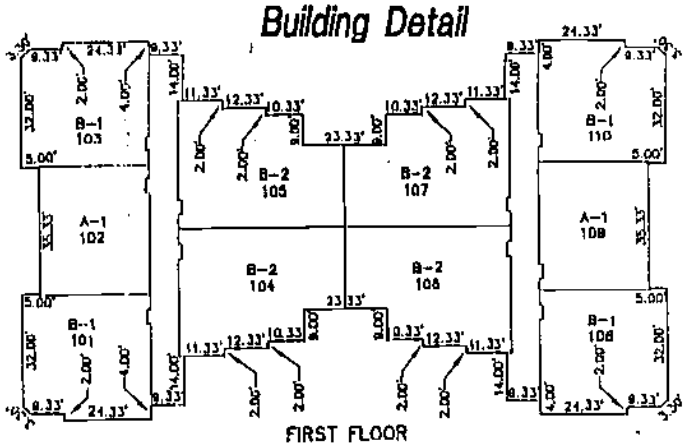
Phase 4

UNIT B – 2
TYPICAL FLOOR PLAN
NOT TO SCALE

ASM
AMERICAN SURVEYING & MAPPING

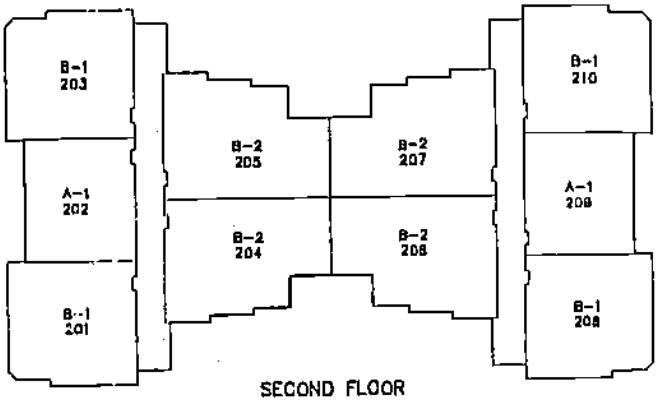
Wyndham Palms
A CONDOMINIUM

Phase 4
Building Detail

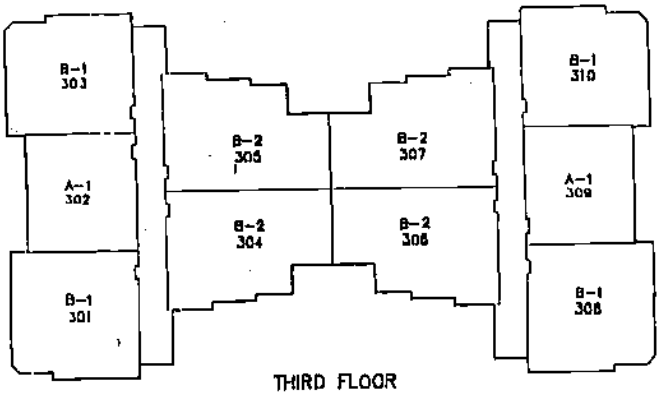


FIRST FLOOR

CL 2000100704 OR 1756/934



SECOND FLOOR



THIRD FLOOR

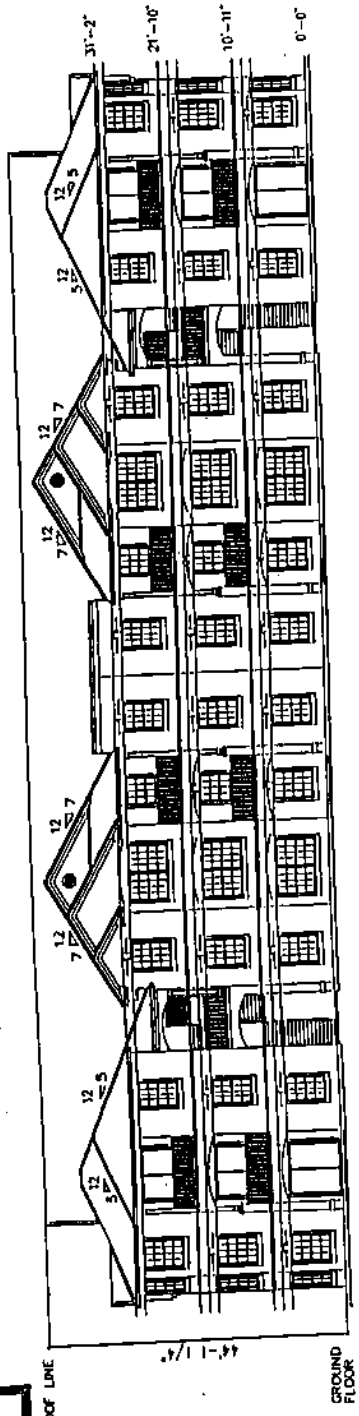
AMERICAN SURVEYING & MAPPING

A-1, B-1 & B-2 DENOTES UNIT FLOOR PLAN
SEE SHEETS 3 THRU 5

Wyndham Palms

A CONDOMINIUM

Phase 4



FRONT BUILDING ELEVATION
NOT TO SCALE

CL 2000100704

OR 1756/935

ASM
AMERICAN SURVEYING & MAPPING

Wyndham Palms

A CONDOMINIUM

CL 2000100704 OR 1756/936

LEGAL DESCRIPTION

PHASE 5

BEGINNING AT THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA, THENCE ALONG THE NORTH LINE OF SAID SECTION 16, SOUTH 89°38'28" WEST A DISTANCE OF 1734.37 FEET; THENCE DEPARTING THE NORTH LINE OF SECTION 16, SOUTH 00°21'32" EAST A DISTANCE OF 580.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°21'32" EAST A DISTANCE OF 37.00 FEET; THENCE SOUTH 03°13'29" EAST A DISTANCE OF 34.35 FEET; THENCE SOUTH 00°21'32" EAST A DISTANCE OF 149.12 FEET; THENCE SOUTH 89°38'28" WEST A DISTANCE OF 94.08 FEET; THENCE SOUTH 77°13'42" WEST A DISTANCE OF 161.00 FEET; THENCE NORTH 12°46'18" WEST A DISTANCE OF 20.23 FEET; THENCE SOUTH 77°13'42" WEST A DISTANCE OF 65.63 FEET; THENCE NORTH 18°19'13" EAST A DISTANCE OF 178.80 FEET; THENCE NORTH 00°21'32" WEST A DISTANCE OF 31.00 FEET; THENCE NORTH 89°38'28" EAST A DISTANCE OF 13.28 FEET; THENCE NORTH 00°21'32" WEST A DISTANCE OF 49.00 FEET; THENCE NORTH 89°38'28" EAST A DISTANCE OF 247.50 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.48 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, BRETT MOSCOVITZ, OF ORLANDO, FLORIDA, CERTIFY AS FOLLOWS:

1. I AM A SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA

2. THIS CERTIFICATE IS MADE TO WYNDHAM PALMS, A CONDOMINIUM LOCATED AT SANDHILL ROAD, KISSIMMEE, OSCEOLA COUNTY, FLORIDA AND IN COMPLIANCE WITH SECTION 718.104(4)(E), FLORIDA STATUTES.

3. THE CONSTRUCTION OF THE IMPROVEMENTS DESIGNATED AS PHASE 5 REFERENCED ON THE PLAT RECORDED IN CONDOMINIUM EXHIBIT BOOK PAGE(S) , PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA ("PLAT") WHICH IS ATTACHED AS EXHIBIT A-1 TO THE DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK PAGE(S) , PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, (DECLARATION), IS SUBSTANTIALLY COMPLETE SO THAT THE DESCRIPTION OF IMPROVEMENTS AS SHOWN ON THE ATTACHED SHEETS AS PHASE 5 TOGETHER WITH THE PROVISIONS OF THE DECLARATION IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT ON PHASE 5 CAN BE DETERMINED FROM THESE MATERIALS.

BRETT A. MOSCOVITZ
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION #5011

ASM
AMERICAN SURVEYING & MAPPING
[illegible] ORLANDO, FLORIDA [illegible]
[illegible] 434-7979

EXHIBIT A-5

Wyndham Palms

A CONDOMINIUM

NOTES:

1. The bearing structure shown hereon based on the North line of Section 18, Township 25 South, Range 27 East, Osceola County, Florida, that being South 89°38'28" West.
2. Other easements over and benefiting the Condominium Property have been granted or retained in the Declaration of Condominium of Wyndham Palms Condominium, as amended from time to time. The Developer has reserved the right to grant other easements over the Condominium Property from time to time.

Common Elements Shall Include:

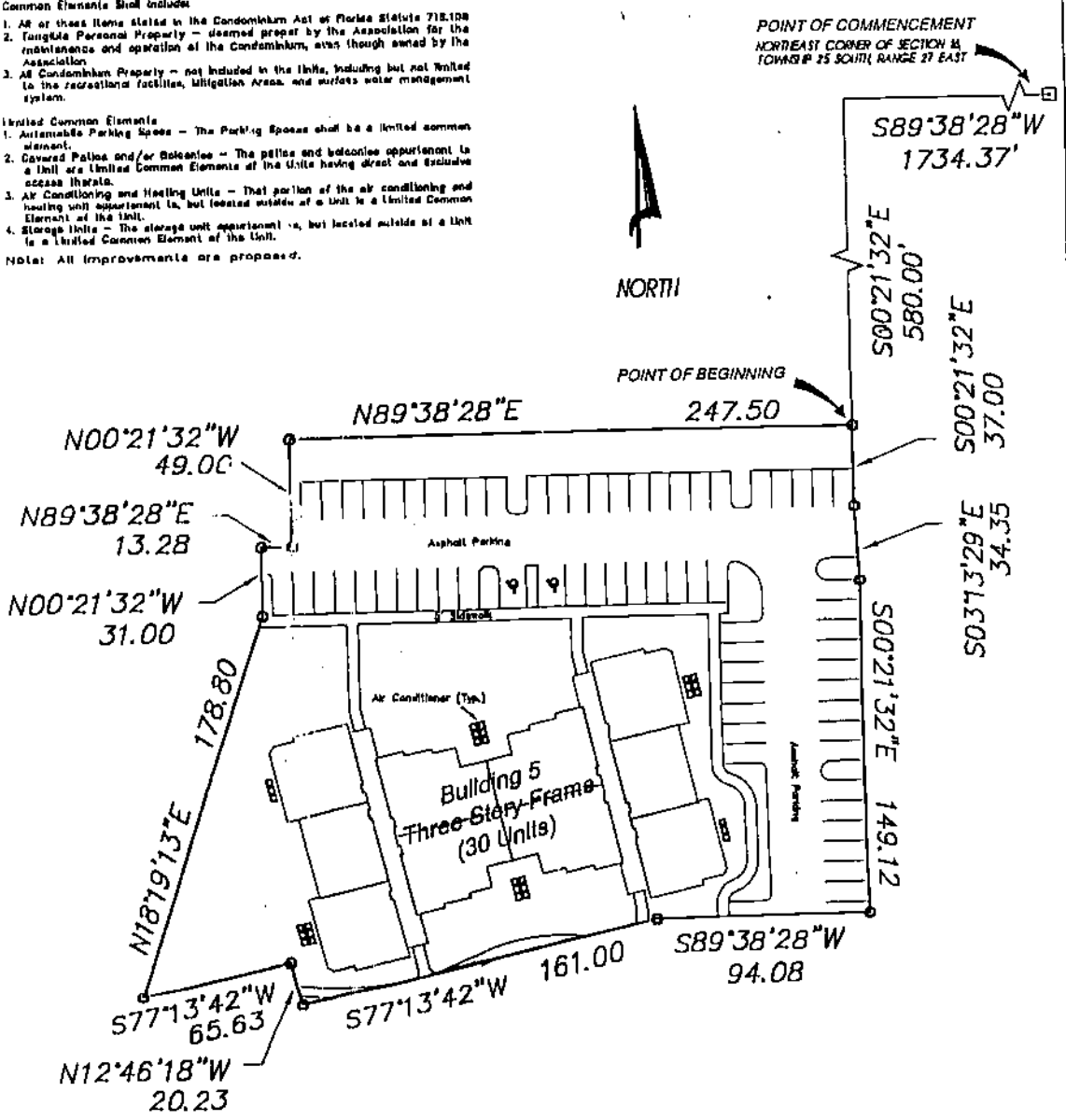
1. All of those items stated in the Condominium Act of Florida Statute 718.108
2. Tangible Personal Property – deemed proper by the Association for the maintenance and operation of the Condominium, even though owned by the Association
3. All Condominium Property – not included in the Units, including but not limited to the recreational facilities, Mitigation Areas, and surface water management system.

Limited Common Elements

1. Automobile Parking Spaces – The Parking Spaces shall be a limited common element.
2. Covered Patios and/or Balconies – The patios and balconies appurtenant to a Unit are Limited Common Elements of the Units having direct and exclusive access thereto.
3. Air Conditioning and Heating Units – That portion of the air conditioning and heating unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.
4. Storage Units – The storage unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.

Note: All improvements are proposed.

CL 2000100704 OR 1756/937



PRELIMINARY SITE PLAN

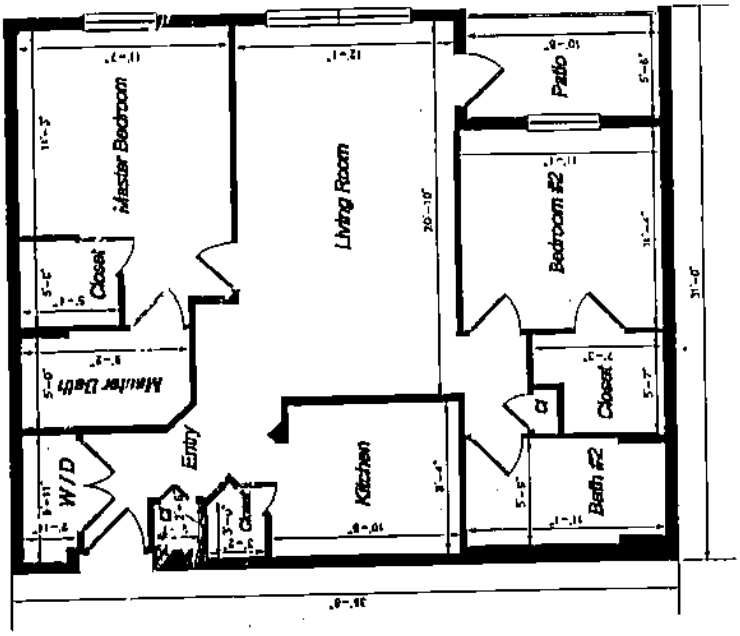
THIS IS NOT A BOUNDARY SURVEY.
NOT TO SCALE – 02/03/00

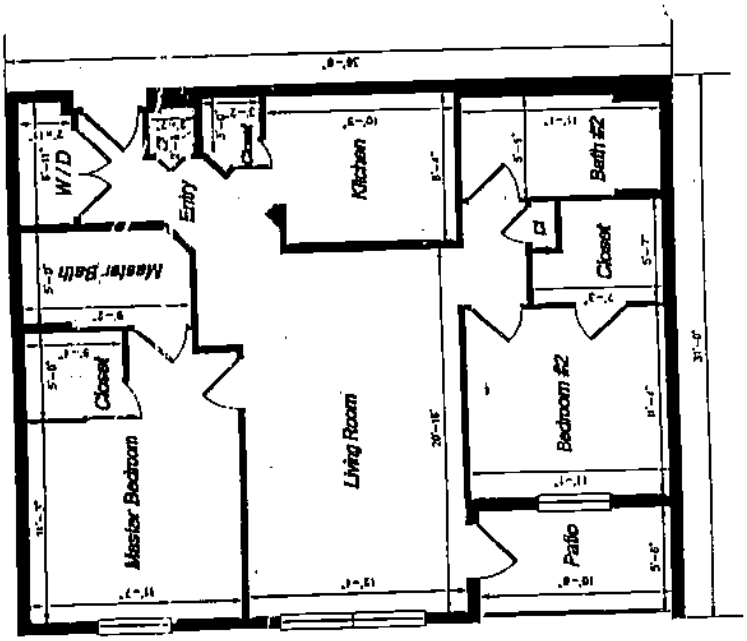
ASM
AMERICAN SURVEYING & MAPPING

Wyndham Palms

A CONDOMINIUM

CL 2000100704 OR 1756/938





Phase 5

UNIT A – 1

TYPICAL FLOOR PLAN

NOT TO SCALE

ASM

AMERICAN SURVEYING & MAPPING

Wyndham Palms

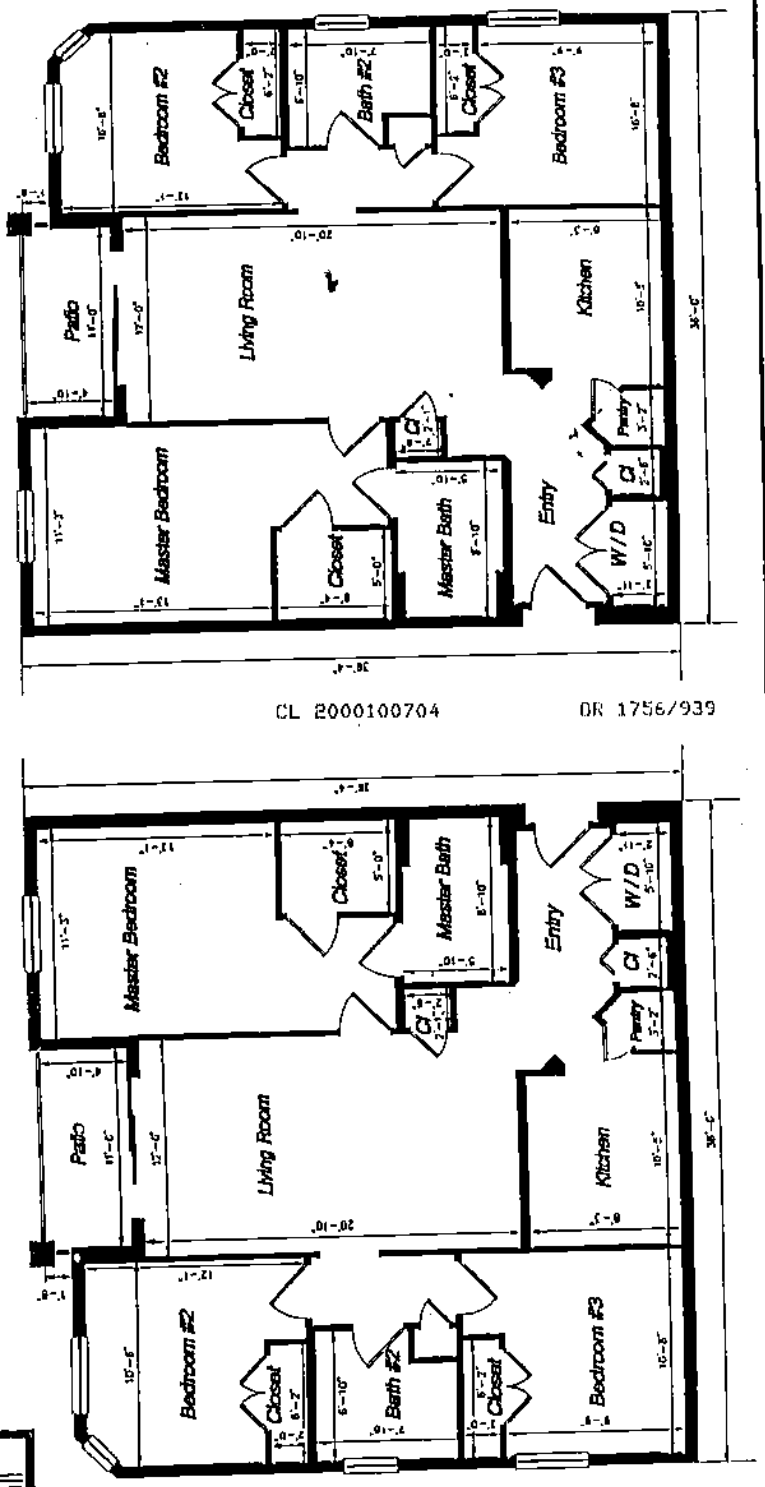
A CONDOMINIUM

Phase 5

UNIT B - 1

TYPICAL FLOOR PLAN

NOT TO SCALE



CL 2000100704 OR 1756/939

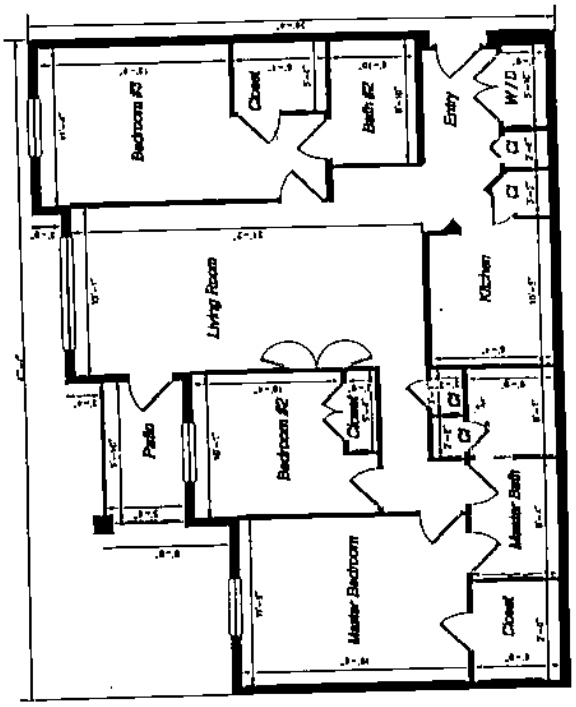
ASM

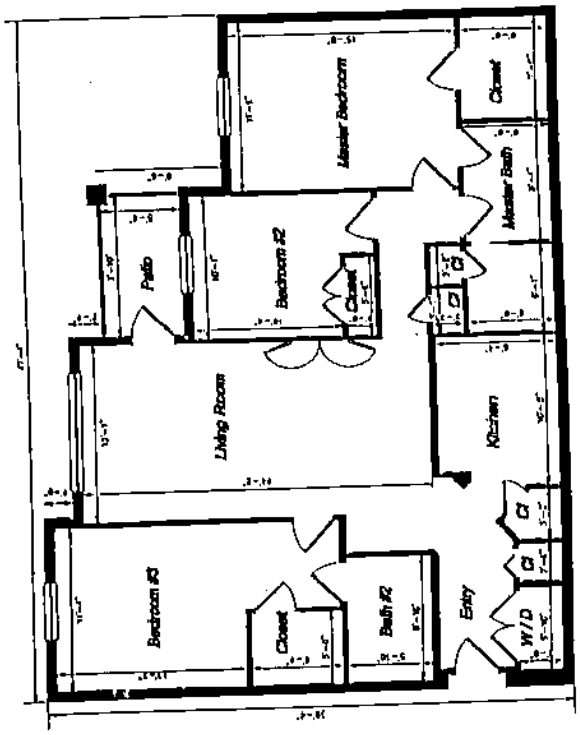
AMERICAN SURVEYING & MAPPING

Wyndham Palms

A CONDOMINIUM

CL 2000100704 OR 1756/940





Phase 5

UNIT B – 2

TYPICAL FLOOR PLAN

NOT TO SCALE

ASM

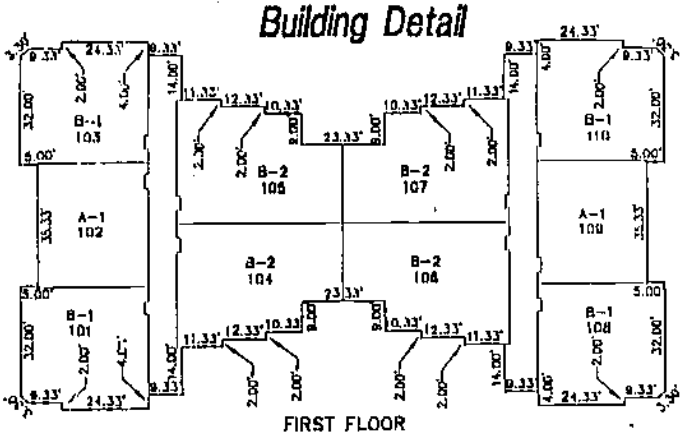
AMERICAN SURVEYING & MAPPING

Wyndham Palms

A CONDOMINIUM

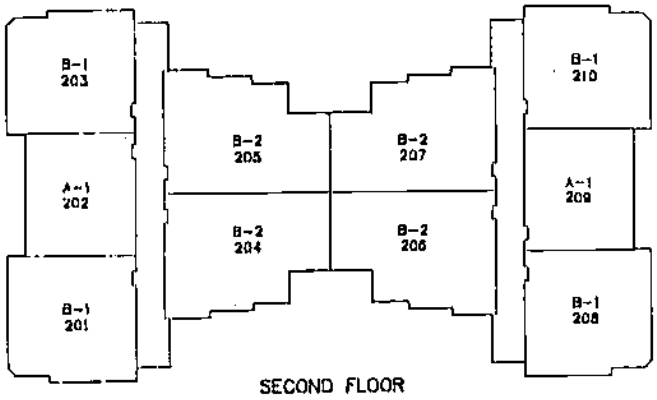
Phase 5

Building Detail

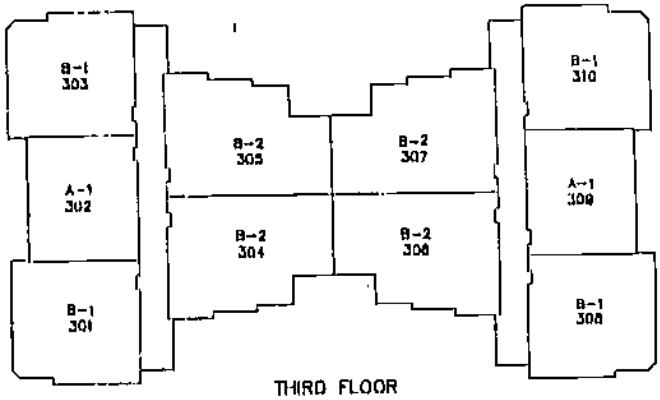


FIRST FLOOR

CL 2000100704 OR 1756/941



SECOND FLOOR



THIRD FLOOR

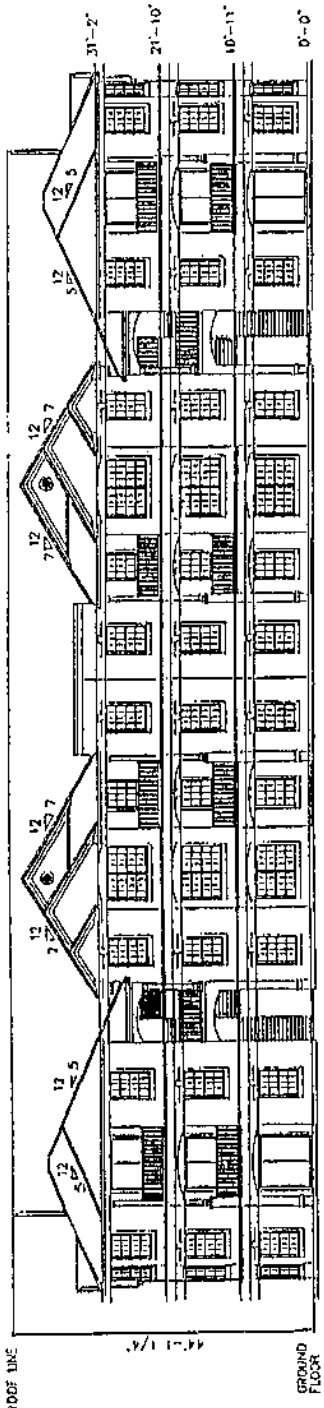
AMERICAN SURVEYING & MAPPING

A-1, B-1 & B-2 DENOTES UNIT FLOOR PLAN
SEE SHEETS 3 THRU 5

Wyndham Palms

A CONDOMINIUM

Phase 5



FRONT BUILDING ELEVATION
NOT TO SCALE

CL 2000100704

OR 1758/942

AMERICAN SURVEYING & MAPPING

Wyndham Palms

A CONDOMINIUM

CL 2000100704 OR 1756/943

LEGAL DESCRIPTION

PHASE 6

BEGINNING AT THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA, THENCE ALONG THE NORTH LINE OF SAID SECTION 16, SOUTH 89°38'28" WEST A DISTANCE OF 1650.43 FEET; THENCE DEPARTING THE NORTH LINE OF SECTION 16, SOUTH 00°21'32" EAST A DISTANCE OF 1150.65 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 08°19'29" EAST A DISTANCE OF 173.35 FEET; THENCE SOUTH 81°40'31" WEST A DISTANCE OF 19.81 FEET; THENCE SOUTH 08°19'29" EAST A DISTANCE OF 32.95 FEET; THENCE SOUTH 82°49'21" WEST A DISTANCE OF 203.86 FEET; THENCE SOUTH 87°21'03" WEST A DISTANCE OF 15.59 FEET; THENCE NORTH 09°35'05" WEST A DISTANCE OF 57.37 FEET; THENCE NORTH 21°59'56" WEST A DISTANCE OF 92.44 FEET; THENCE NORTH 19°13'00" WEST A DISTANCE OF 98.99 FEET; THENCE SOUTH 87°10'51" EAST A DISTANCE OF 203.48 FEET; THENCE NORTH 84°45'03" EAST A DISTANCE OF 81.53 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.28 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, BRETT MOSCOVITZ, OF ORLANDO, FLORIDA, CERTIFY AS FOLLOWS:

1. I AM A SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA

2. THIS CERTIFICATE IS MADE TO WYNDHAM PALMS, A CONDOMINIUM LOCATED AT SANDHILL ROAD, KISSIMMEE, OSCEOLA COUNTY, FLORIDA AND IN COMPLIANCE WITH SECTION 718.104(4)(E), FLORIDA STATUTES.

3. THE CONSTRUCTION OF THE IMPROVEMENTS DESIGNATED AS PHASE 6 REFERENCED ON THE PLAT RECORDED IN CONDOMINIUM EXHIBIT BOOK PAGE(S) , PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA ("PLAT") WHICH IS ATTACHED AS EXHIBIT A-1 TO THE DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK PAGE(S) , PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, (DECLARATION), IS SUBSTANTIALLY COMPLETE SO THAT THE DESCRIPTION OF IMPROVEMENTS AS SHOWN ON THE ATTACHED SHEETS AS PHASE 6 TOGETHER WITH THE PROVISIONS OF THE DECLARATION IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT ON PHASE 6 CAN BE DETERMINED FROM THESE MATERIALS.

BRETT A. MOSCOVITZ
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION #5011

ASM
AMERICAN SURVEYING & MAPPING
[illegible] (407) 426-7979

EXHIBIT A-6

Wyndham Palms

A CONDOMINIUM

NOTES:

1. The bearing structure shown hereon based on the North line of Section 15, Township 25 South, Range 27 East, Osceola County, Florida, that being South 89°38'28" West.
2. Other easements over and benefiting the Condominium Property have been granted or retained in the Declaration of Condominium of Wyndham Palms Condominium, as amended from time to time. The Developer has reserved the right to grant other easements over the Condominium Property from time to time.

Common Elements Shall Include:

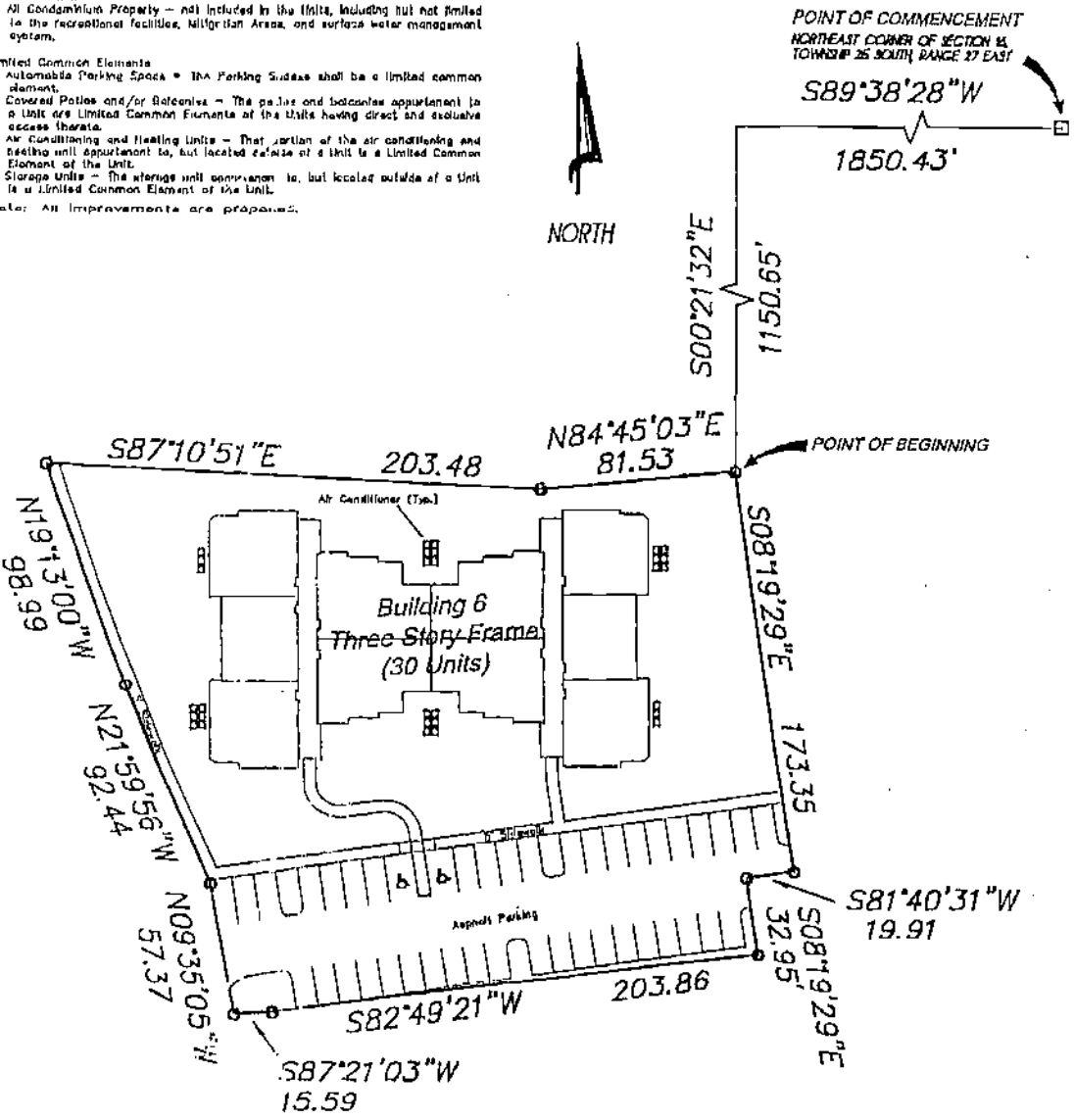
1. All of those items stated in the Condominium Act of Florida Statute 718.108
2. Tangible Personal Property – deemed proper by the Association for the maintenance and operation of the Condominium, even though owned by the Association
3. All Condominium Property – not included in the Units, including but not limited to the recreational facilities, Mitigation Areas, and surface water management system.

Limited Common Elements

1. Automobile Parking Space – The Parking Spaces shall be a limited common element.
2. Covered Patios and/or Balconies – The patios and balconies appurtenant to a Unit are Limited Common Elements of the Units having direct and exclusive access thereto.
3. Air Conditioning and Heating Units – That portion of the air conditioning and heating unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.
4. Storage Units – The storage unit conveyed to, but located outside of a Unit is a Limited Common Element of the Unit.

Note: All improvements are proposed.

CL 2000100704 OR 1756/944



PRELIMINARY SITE PLAN

THIS IS NOT A BOUNDARY SURVEY.
NOT TO SCALE – 02/03/00

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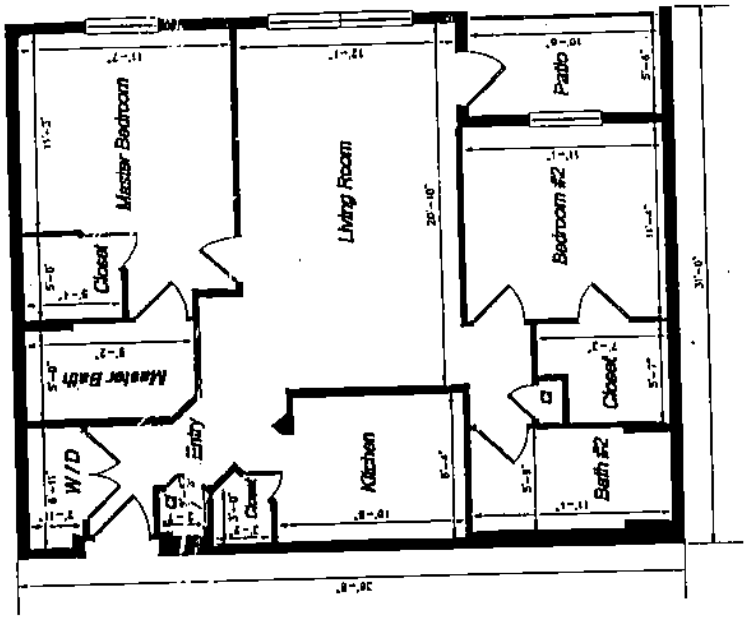
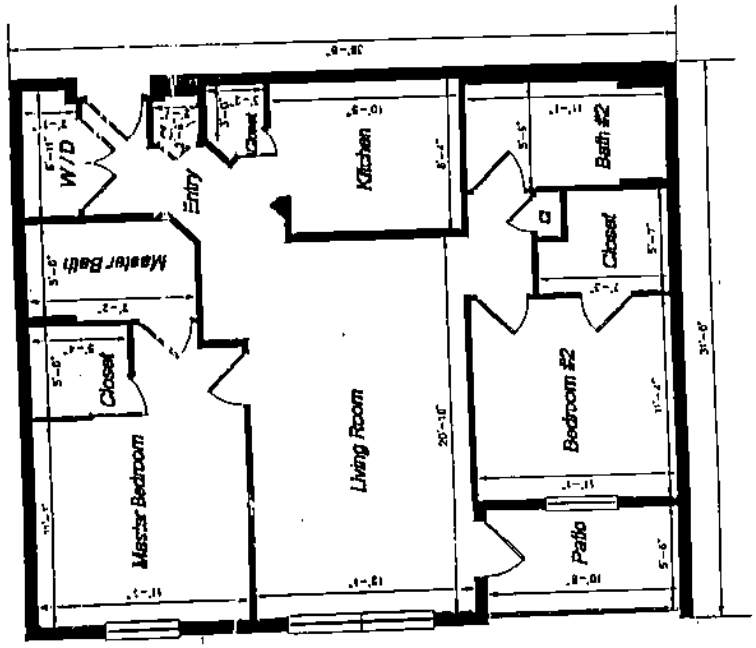
AMERICAN SURVEYING & MAPPING

Wyndham Palms

A CONDOMINIUM

CL 2000100704 OR 1756/945





Phase 6

UNIT A – 1

TYPICAL FLOOR PLAN

NOT TO SCALE

ASM

AMERICAN SURVEYING & MAPPING

Wyndham Palms

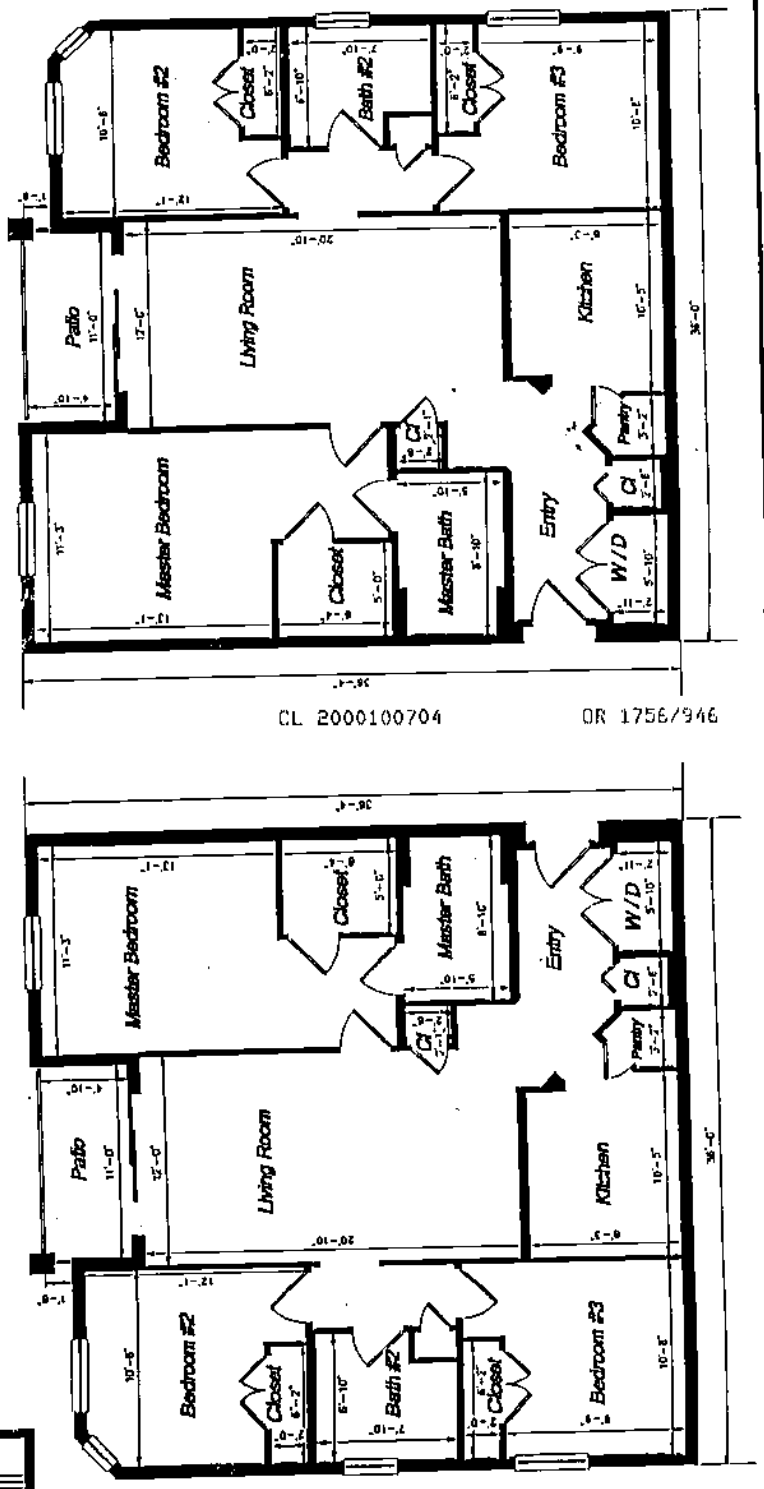
A CONDOMINIUM

Phase 6

UNIT B - 1

TYPICAL FLOOR PLAN

NOT TO SCALE



CL 2000100704 OR 1756/946

AMERICAN SURVEYING & MAPPING

Wyndham Palms

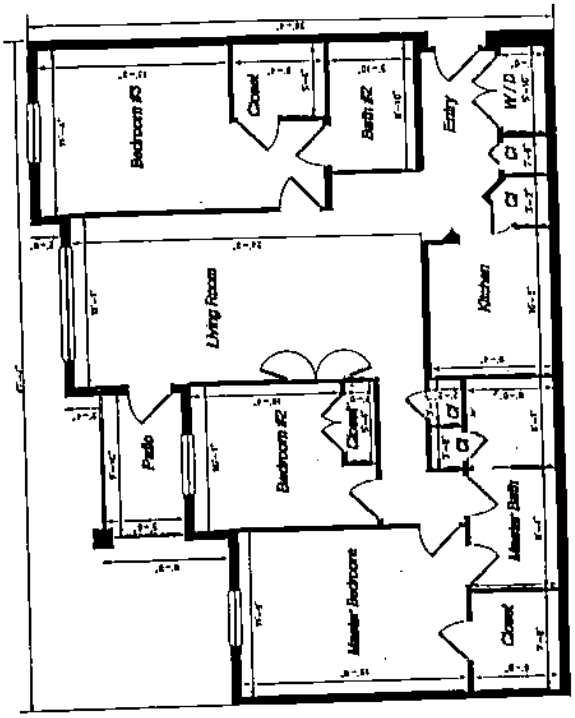
A CONDOMINIUM

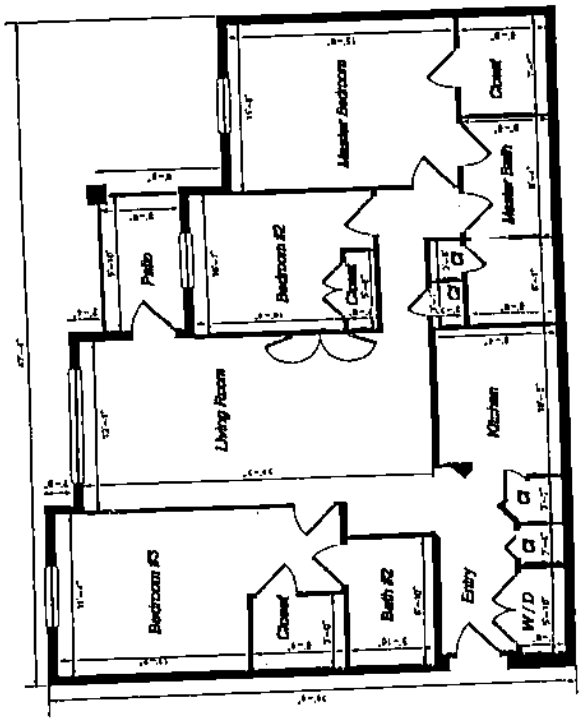
Phase 6

UNIT B - 2

TYPICAL FLOOR PLAN

NOT TO SCALE

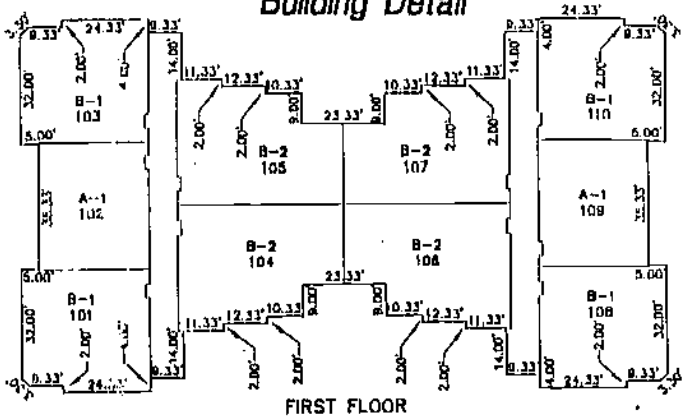




ASM
AMERICAN SURVEYING & MAPPING
[illegible]
(407) 426-7979

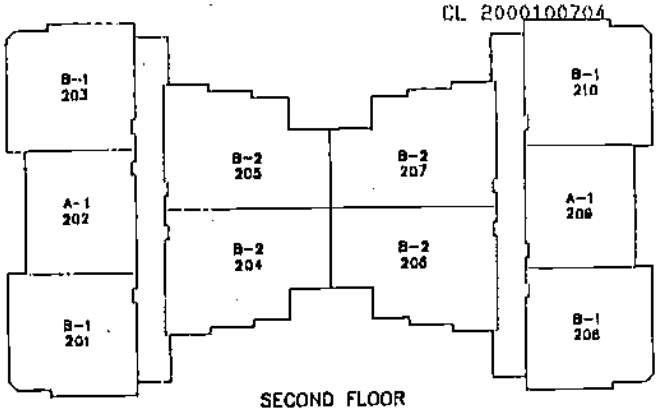
Wyndham Palms
A CONDOMINIUM

Phase 6
Building Detail

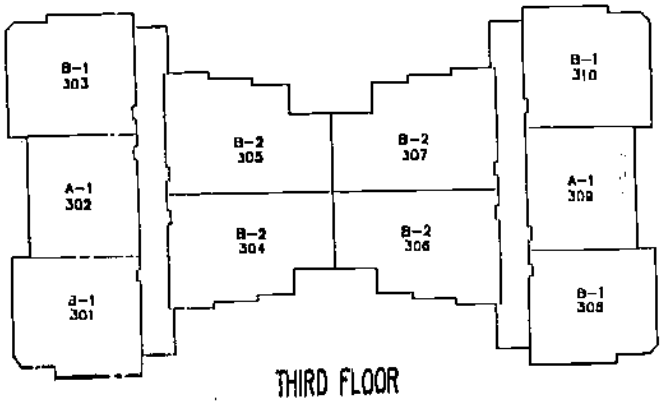


FIRST FLOOR

CL 2000100704 OR 1756/948



SECOND FLOOR



THIRD FLOOR

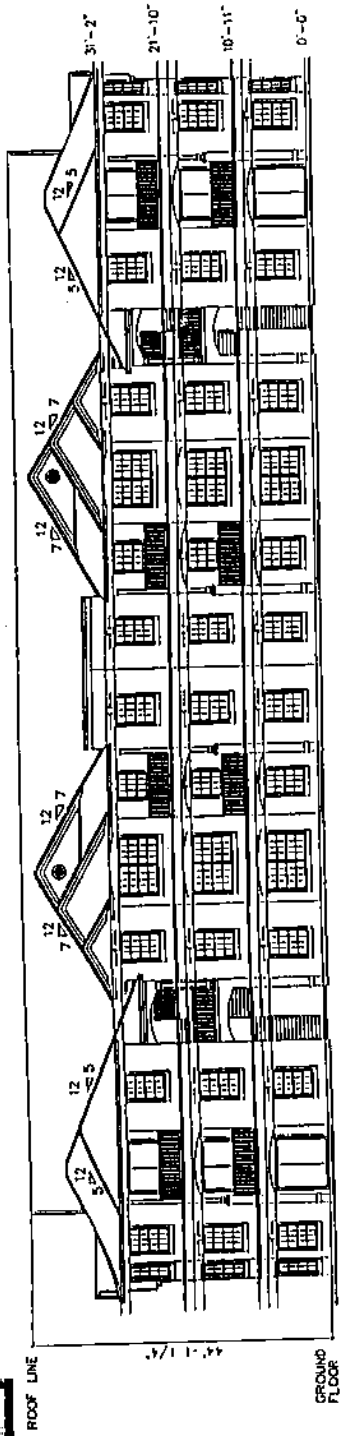
ASM
AMERICAN SURVEYING & MAPPING
35 NORTH EDGEWATER DRIVE • ORLANDO, FLORIDA 32804
(407) 423-7979

A-1, B-1 & B-2 DENOTES UNIT FLOOR PLAN
SEE SHEETS 3 THRU 5

Wyndham Palms

A CONDOMINIUM

Phase 6



FRONT BUILDING ELEVATION
NOT TO SCALE

AMERICAN SURVEYING & MAPPING

CL 2000100704

OR 1756/949

CL 2000100704 OR 1756/950

LEGAL DESCRIPTION

PHASE 7

BEGINNING AT THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA, THENCE ALONG THE NORTH LINE OF SAID SECTION 16, SOUTH 89°38'28" WEST A DISTANCE OF 2071.31 FEET; THENCE DEPARTING THE NORTH LINE OF SECTION 16, SOUTH 00°21'32" EAST A DISTANCE OF 1319.46 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 21°59'56" EAST A DISTANCE OF 6.95 FEET; THENCE SOUTH 09°35'05" EAST A DISTANCE OF 57.37 FEET; THENCE NORTH 87°21'03" EAST A DISTANCE OF 15.59 FEET TO A POINT ON A NON-TANGENT CURVE, SAID CURVE IS CONCAVE WESTERLY, HAVING A RADIUS OF 331.00 FEET, AND AN INCLUDED ANGLE OF 37°29'45", (CHORD BEARING SOUTH 05°44'38" EAST, CHORD DISTANCE OF 212.77 FEET), RUN ALONG SAID CURVE A DISTANCE OF 216.61 FEET TO A POINT; THENCE SOUTH 74°39'13" WEST A DISTANCE OF 166.43 FEET; THENCE NORTH 24°55'40" WEST A DISTANCE OF 285.99 FEET; THENCE NORTH 67°49'20" EAST A DISTANCE OF 174.62 FEET; THENCE SOUTH 22°34'10" EAST A DISTANCE OF 27.01 FEET; THENCE NORTH 67°03'37" EAST A DISTANCE OF 18.99 FEET; THENCE NORTH 81°48'37" EAST A DISTANCE OF 27.91 FEET; THENCE NORTH 66°51'18" EAST A DISTANCE OF 16.17 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.45 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, BRETT MOSCOVITZ, OF ORLANDO, FLORIDA, CERTIFY AS FOLLOWS:

1. I AM A SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA

2. THIS CERTIFICATE IS MADE TO WYNDHAM PALMS, A CONDOMINIUM LOCATED AT SANDHILL ROAD, KISSIMMEE, OSCEOLA COUNTY, FLORIDA AND IN COMPLIANCE WITH SECTION 718.104(4)(E), FLORIDA STATUTES.

3. THE CONSTRUCTION OF THE IMPROVEMENTS DESIGNATED AS PHASE 7 REFERENCED ON THE PLAT RECORDED IN CONDOMINIUM EXHIBIT BOOK PAGE(S) , PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA ("PLAT") WHICH IS ATTACHED AS EXHIBIT A-1 TO THE DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK PAGE(S) , PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, (DECLARATION), IS SUBSTANTIALLY COMPLETE SO THAT THE DESCRIPTION OF IMPROVEMENTS AS SHOWN ON THE ATTACHED SHEETS AS PHASE 7 TOGETHER WITH THE PROVISIONS OF THE DECLARATION IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT ON PHASE 7 CAN BE DETERMINED FROM THESE MATERIALS.

BRETT A. MOSCOVITZ
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION #5011

ASM
AMERICAN SURVEYING & MAPPING

EXHIBIT A-7

Wyndham Palms
A CONDOMINIUM

CL 2000100704 OR 1756/951

NOTES:

1. The bearing structure shown hereon is based on the North line of Section 16, Township 25 South, Range 27 East Osceola County, Florida, that being South 89°38'28" West.
2. Other easements over and benefiting the Condominium Property have been granted or retained in the Declaration of Condominium of Wyndham Palms Condominium, as amended from time to time. The Developer has reserved the right to grant other easements over the Condominium Property from time to time.

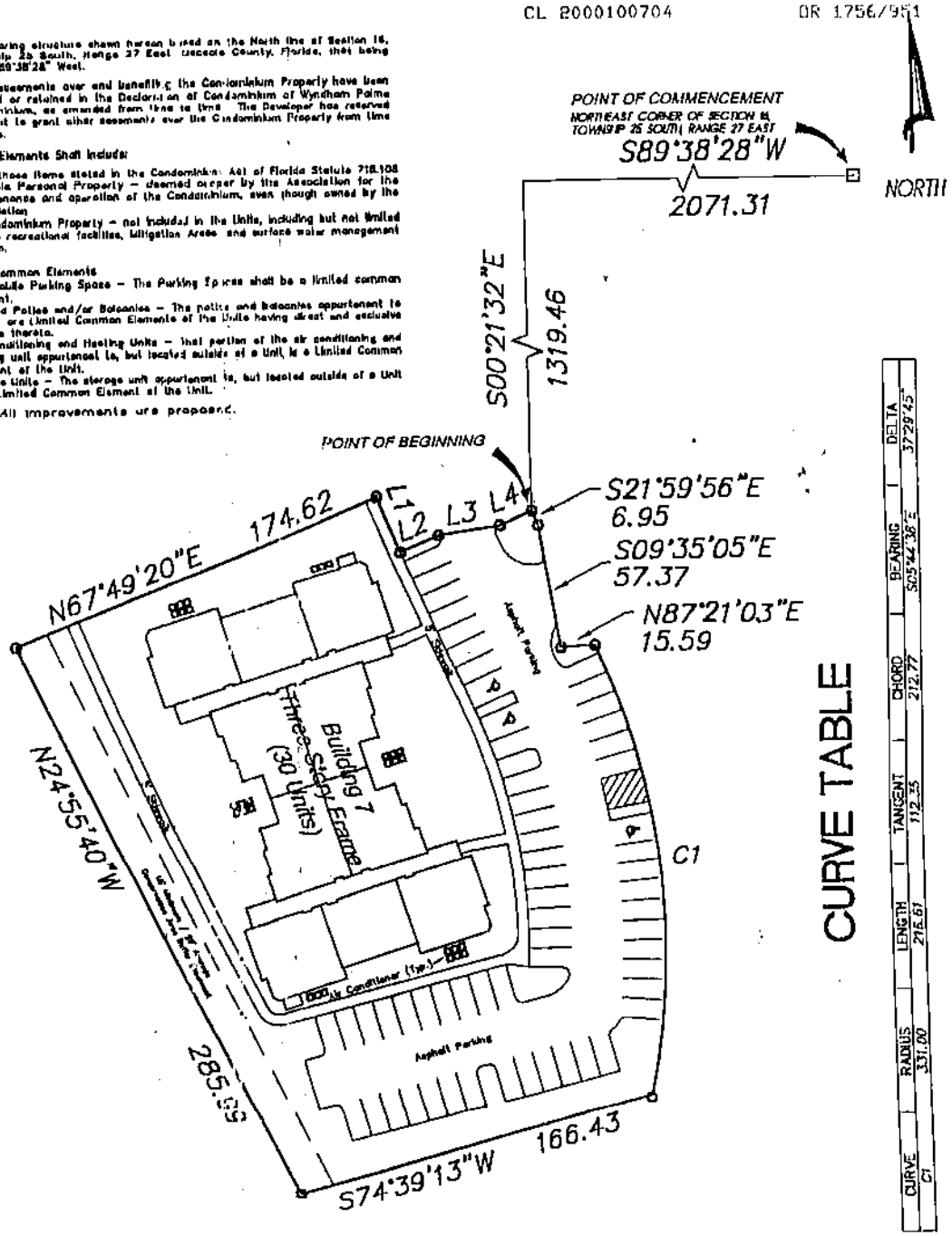
Common Elements Shall Include:

1. All of those items stated in the Condominium Act of Florida Statute 718.108
2. Tangible Personal Property – deemed owned by the Association for the maintenance and operation of the Condominium, even though owned by the Association
3. All Condominium Property – not included in the Units, including but not limited to the recreational facilities, litigation Areas and surface water management system.

Limited Common Elements

1. Automobile Parking Space – The Parking Spaces shall be a limited common element.
2. Covered Patios and/or Balconies – The patios and balconies appurtenant to a Unit are Limited Common Elements of the Units having direct and exclusive access thereto.
3. Air Conditioning and Heating Units – That portion of the air conditioning and heating unit appurtenant to, but located outside of a Unit, is a Limited Common Element of the Unit.
4. Storage Units – The storage unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.

Note: All improvements are proposed.



CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	331.00	216.61	112.35	212.77	S05°44'38"E	37°29'45"

LINE TABLE

LINE	DIRECTION	DISTANCE
L1	S22°14'10"E	27.01
L2	N87°03'37"E	18.90
L3	N81°48'37"E	27.91
L4	N68°51'18"E	16.17

PRELIMINARY SITE PLAN

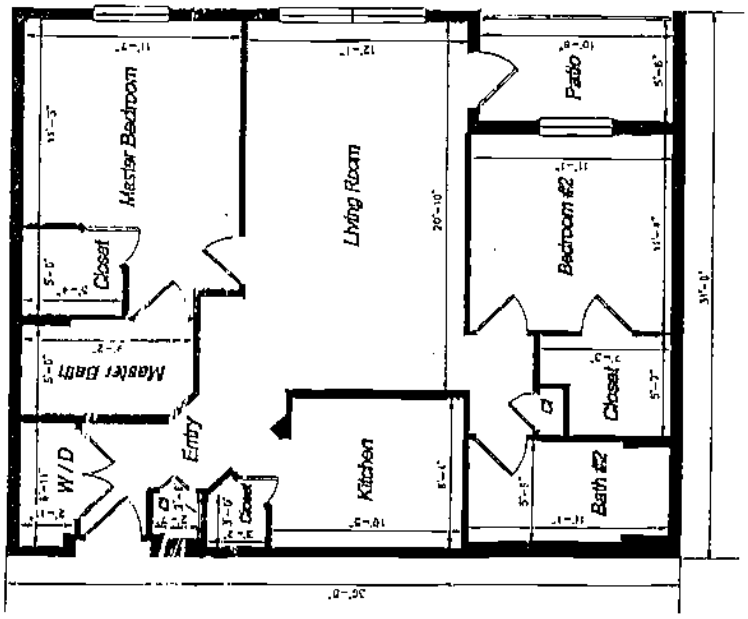
THIS IS NOT A BOUNDARY SURVEY.
NOT TO SCALE – 02/03/00

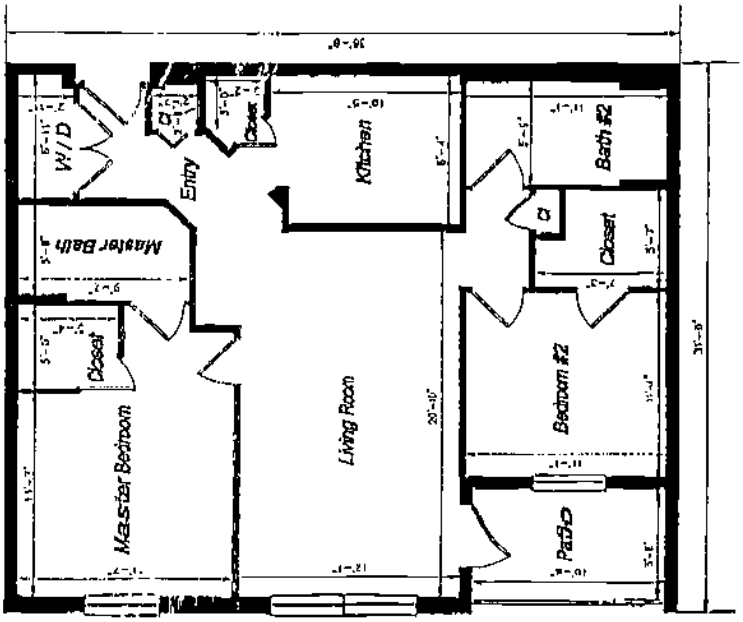
ASM
AMERICAN SURVEYING & MAPPING
[illegible] ORLANDO, FLORIDA [illegible]
(407) 426-7979

Wyndham Palms

A CONDOMINIUM

CL 2000100704 OR 1756/952





Phase 7

UNIT A – 1

TYPICAL FLOOR PLAN

NOT TO SCALE

AMERICAN SURVEYING & MAPPING

Wyndham Palms

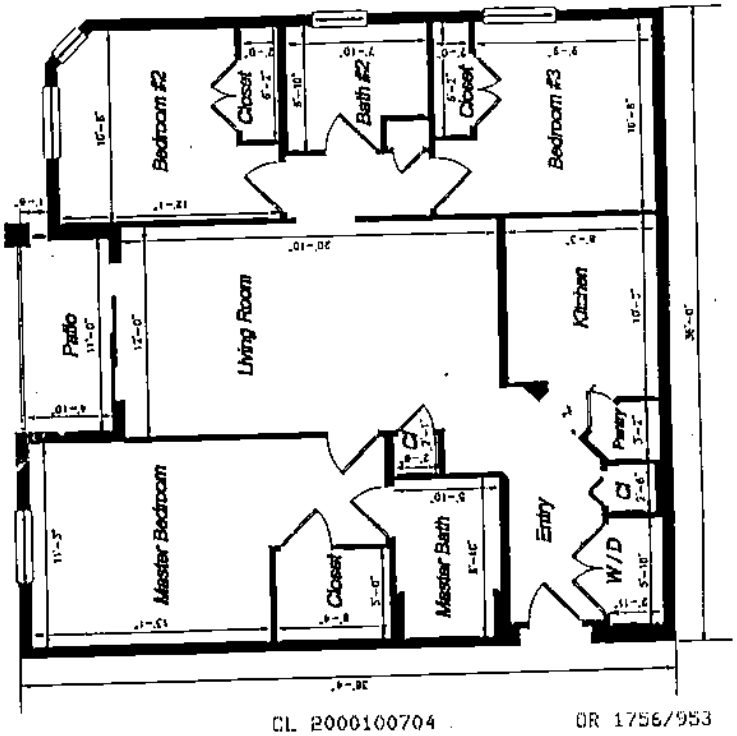
A CONDOMINIUM

Phase 7

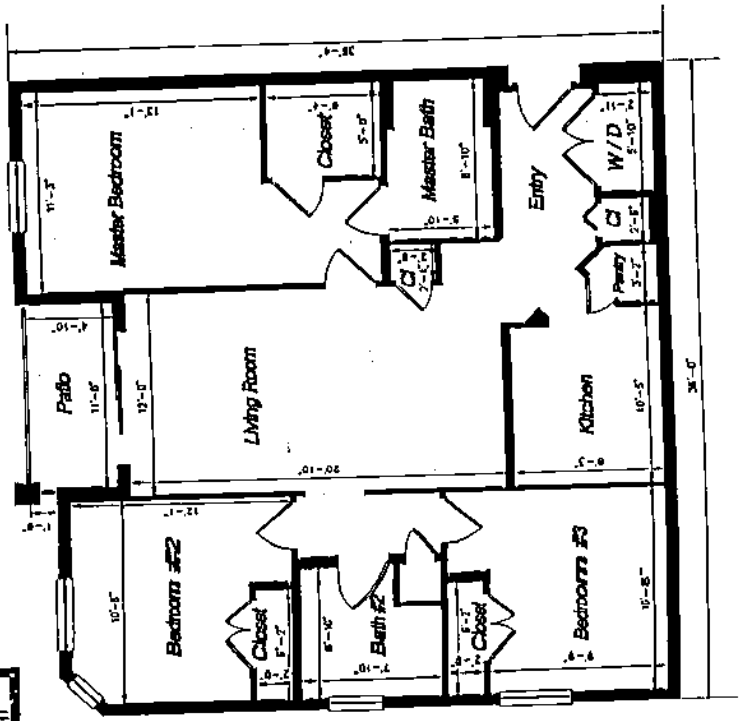
UNIT B - 1

TYPICAL FLOOR PLAN

NOT TO SCALE



CL 2000100704 OR 1756/953



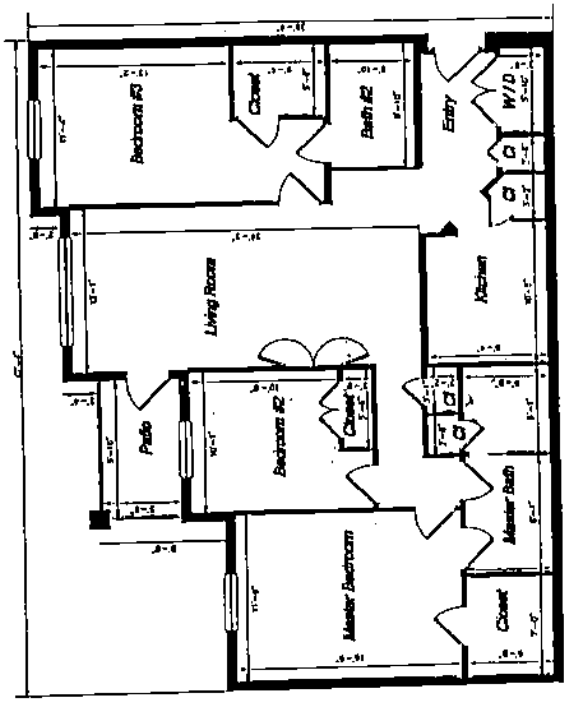
ASM

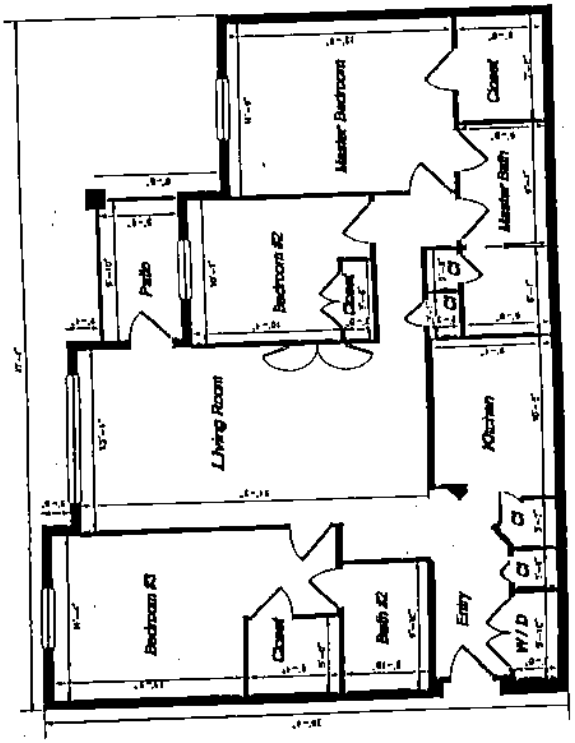
AMERICAN SURVEYING & MAPPING

Wyndham Palms

A CONDOMINIUM

CL 2000100704 OR 1756/954





Phase 7

UNIT B - 2
TYPICAL FLOOR PLAN
NOT TO SCALE

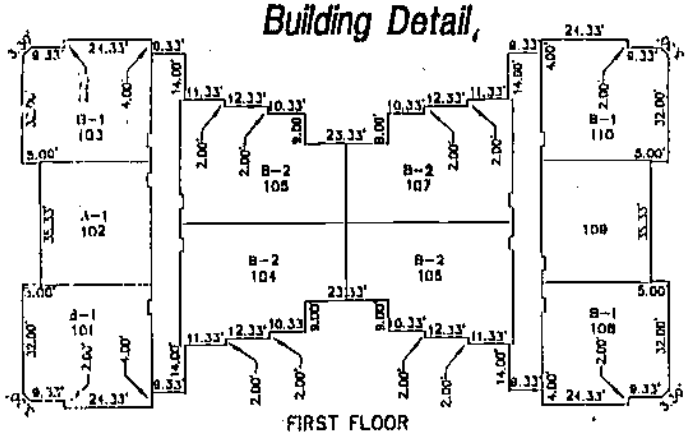
AMERICAN SURVEYING & MAPPING

Wyndham Palms

A CONDOMINIUM

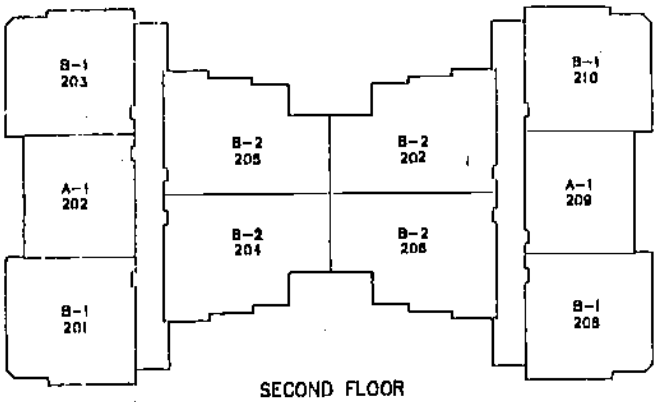
Phase 7

Building Detail,

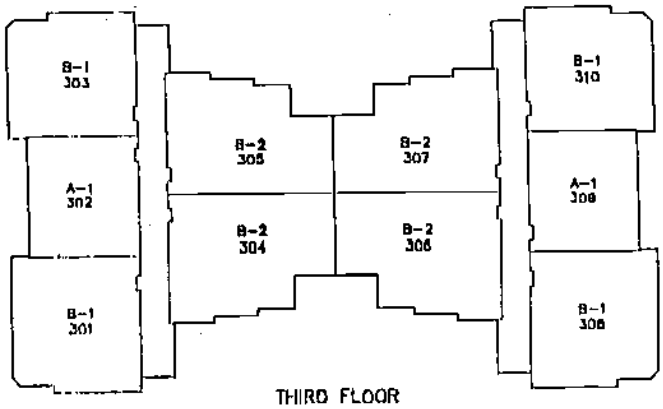


FIRST FLOOR

CL 2000100704 OR 1756/955



SECOND FLOOR



THIRD FLOOR

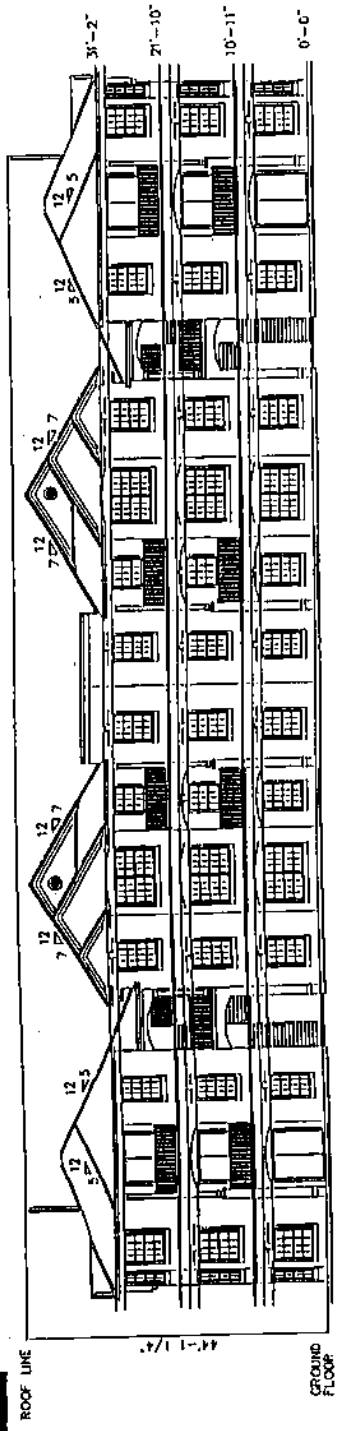
AMERICAN SURVEYING & MAPPING

A-1, B-1 & B-2 DENOTES UNIT FLOOR PLAN
SEE SHEETS 3 THRU 5

Wyndham Palms

A CONDOMINIUM

Phase 7



FRONT BUILDING ELEVATION
NOT TO SCALE

AMERICAN SURVEYING & MAPPING

CL 2000100704

OR 1756/956

CL 2000100704 OR 1756/957

LEGAL DESCRIPTION

PHASE B

BEGINNING AT THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA, THENCE ALONG THE NORTH LINE OF SAID SECTION 16, SOUTH 89°38'28" WEST A DISTANCE OF 2212.11 FEET; THENCE DEPARTING THE NORTH LINE OF SECTION 16, SOUTH 00°21'32" EAST A DISTANCE OF 1103.80 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 16°23'38" EAST A DISTANCE OF 28.70 FEET; THENCE NORTH 73°12'40" EAST A DISTANCE OF 30.99 FEET TO A POINT ON A NON-TANGENT CURVE, SAID CURVE IS CONCAVE EASTERLY, HAVING A RADIUS OF 2000.00 FEET, AND AN INCLUDED ANGLE OF 3°52'06", (CHORD BEARING SOUTH 18°43'22" EAST, CHORD DISTANCE OF 135.00 FEET), RUN ALONG SAID CURVE A DISTANCE OF 135.03 FEET TO A POINT; THENCE NORTH 69°20'35" EAST A DISTANCE OF 31.01 FEET; THENCE SOUTH 21°59'56" EAST A DISTANCE OF 85.49 FEET; THENCE SOUTH 66°51'18" WEST A DISTANCE OF 16.17 FEET; THENCE SOUTH 81°48'37" WEST A DISTANCE OF 27.91 FEET; THENCE SOUTH 67°03'37" WEST A DISTANCE OF 18.99 FEET; THENCE NORTH 22°34'10" WEST A DISTANCE OF 27.01 FEET; THENCE SOUTH 67°49'20" WEST A DISTANCE OF 174.57 FEET; THENCE NORTH 24°55'40" WEST A DISTANCE OF 46.87 FEET; THENCE NORTH 18°59'25" WEST A DISTANCE OF 192.12 FEET; THENCE NORTH 74°01'16" EAST A DISTANCE OF 179.06 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.15 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, BRETT MOSCOVITZ, OF ORLANDO, FLORIDA, CERTIFY AS FOLLOWS:

1. I AM A SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA

2. THIS CERTIFICATE IS MADE TO WYNDHAM PALMS, A CONDOMINIUM LOCATED AT SANDHILL ROAD, KISSIMMEE, OSCEOLA COUNTY, FLORIDA AND IN COMPLIANCE WITH SECTION 718.104(4)(E), FLORIDA STATUTES.

3. THE CONSTRUCTION OF THE IMPROVEMENTS DESIGNATED AS PHASE B REFERENCED ON THE PLAT RECORDED IN CONDOMINIUM EXHIBIT BOOK PAGE(S) , PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA ("PLAT") WHICH IS ATTACHED AS EXHIBIT A-1 TO THE DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK PAGE(S) , PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, (DECLARATION), IS SUBSTANTIALLY COMPLETE SO THAT THE DESCRIPTION OF IMPROVEMENTS AS SHOWN ON THE ATTACHED SHEETS AS PHASE B TOGETHER WITH THE PROVISIONS OF THE DECLARATION IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT ON PHASE B CAN BE DETERMINED FROM THESE MATERIALS.

BRETT A. MOSCOVITZ
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION #5011

ASM
AMERICAN SURVEYING & MAPPING
[illegible] ORLANDO, FLORIDA [illegible]
(407) 426-7979

EXHIBIT A-8

Wyndham Palms

A CONDOMINIUM

ES:

ins bearing structure shown hereon based on the North line of Section 16, Township 25 South, Range 27 East, Osceola County, Florida, that being south 89°38'28" West.

ther easements over and benefiting the Condominium Property have been ranted or retained in the Declaration of Condominium of Wyndham Palms Condominium, as amended from time to time. The Developer has reserved the right to grant other easements over the Condominium Property from time to time.

mmon Elements Shall Include:

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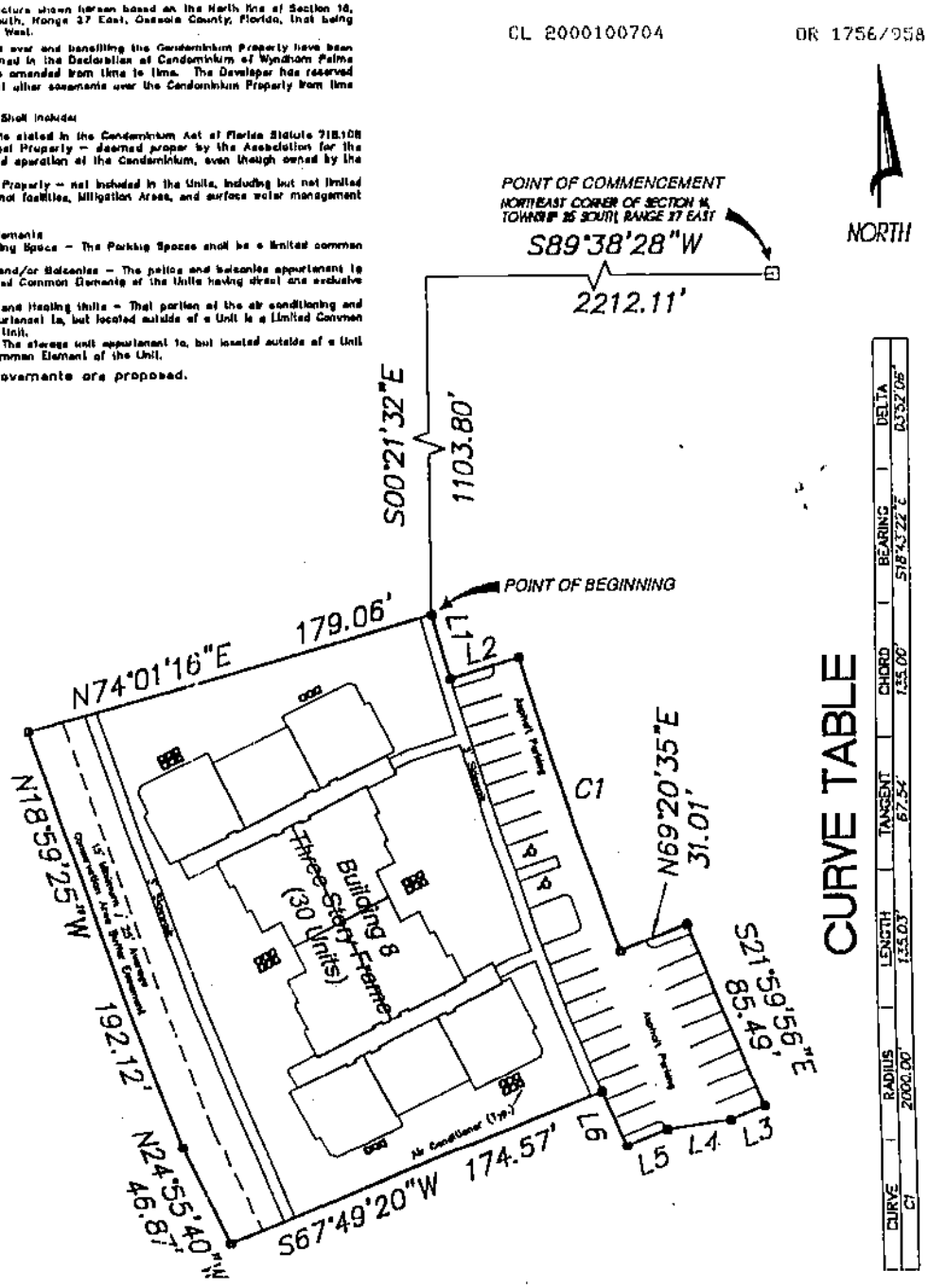
All Condominium Property – not included in the Units, including but not limited to the recreational facilities, Mitigation Areas, and surface water management system.

ited Common Elements
Automobile Parking Space – The Parking Spaces shall be a limited common element.
Screened Patios and/or Balconies – The patios and balconies appurtenant to a Unit are Limited Common Elements of the Units having direct and exclusive access thereto.
Air Conditioning and Heating Units – That portion of the air conditioning and heating unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.
Storage Units – The storage unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.

ote: All improvements are proposed.



LINE TABLE

LINE	DIRECTION	DISTANCE
L1	S16°23'38"E	28.70'
L2	N73°12'40"E	30.99'
L3	S68°51'18"W	16.17'
L4	S81°46'37"W	27.91'
L5	S67°03'37"W	18.99'
L6	N22°34'10"W	27.01'

PRELIMINARY SITE PLAN

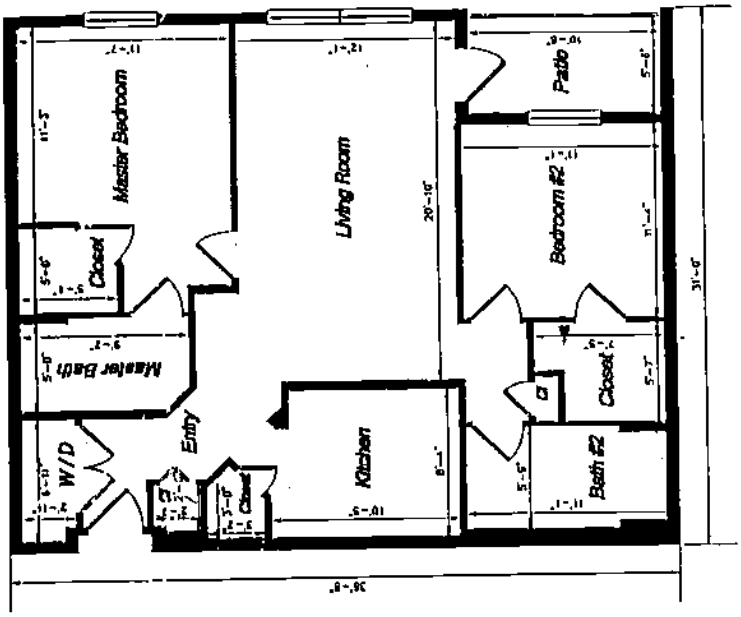
THIS IS NOT A BOUNDARY SURVEY.
NOT TO SCALE – 02/03/00

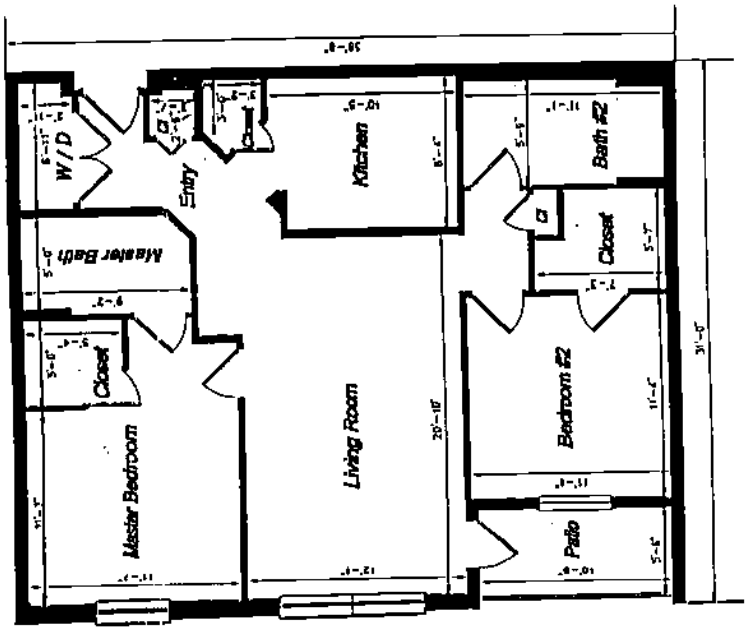
ASM
AMERICAN SURVEYING & MAPPING
[illegible] SOUTH STREET SUITE 100 • ORLANDO, FLORIDA [illegible]
(407) [illegible]-7979

Wyndham Palms

A CONDOMINIUM

CL 2000100704 OR 1756/959





Phase 8

UNIT A – 1

TYPICAL FLOOR PLAN

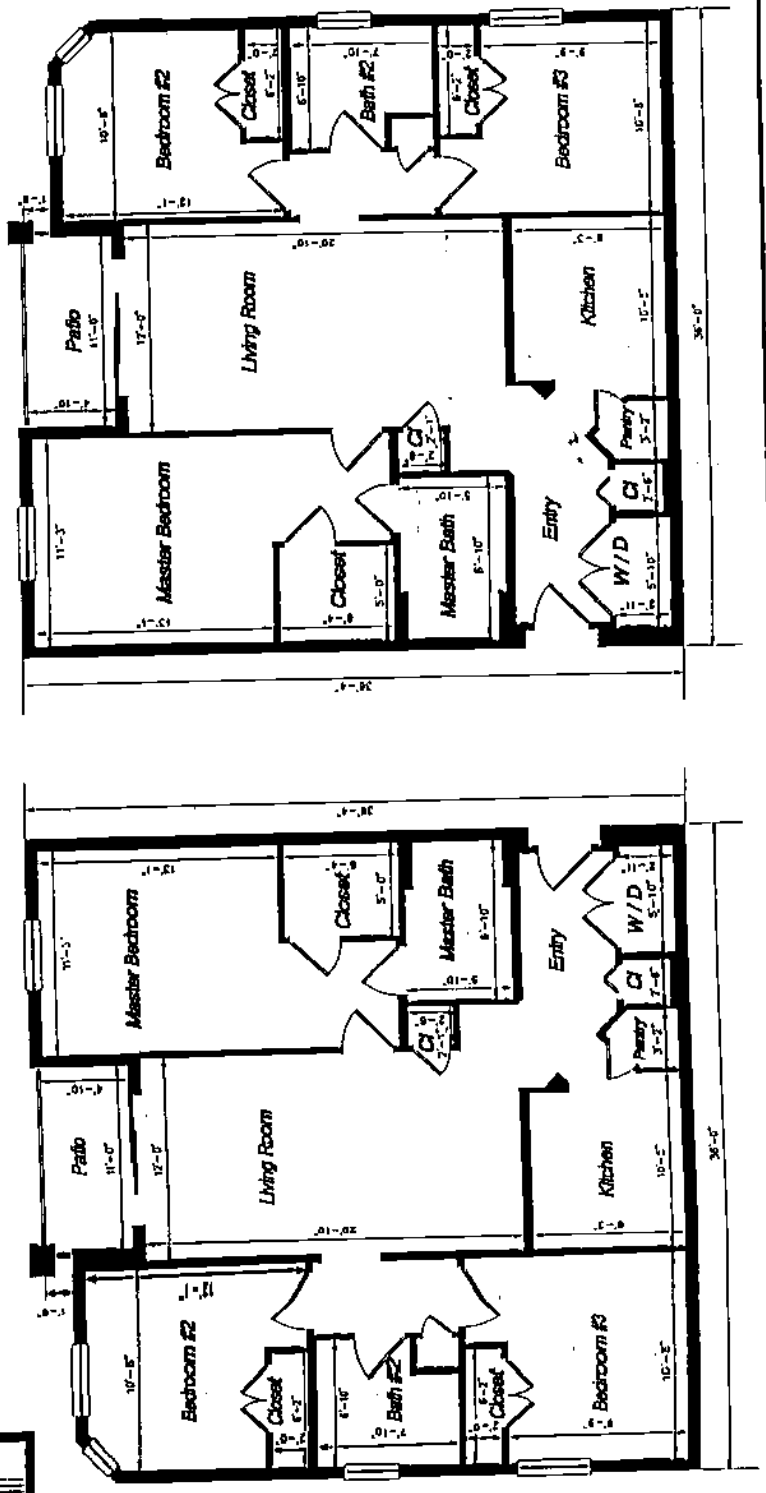
NOT TO SCALE

ASM

AMERICAN SURVEYING & MAPPING

Wyndham Palms

A CONDOMINIUM



Phase 8

UNIT B – 1

TYPICAL FLOOR PLAN

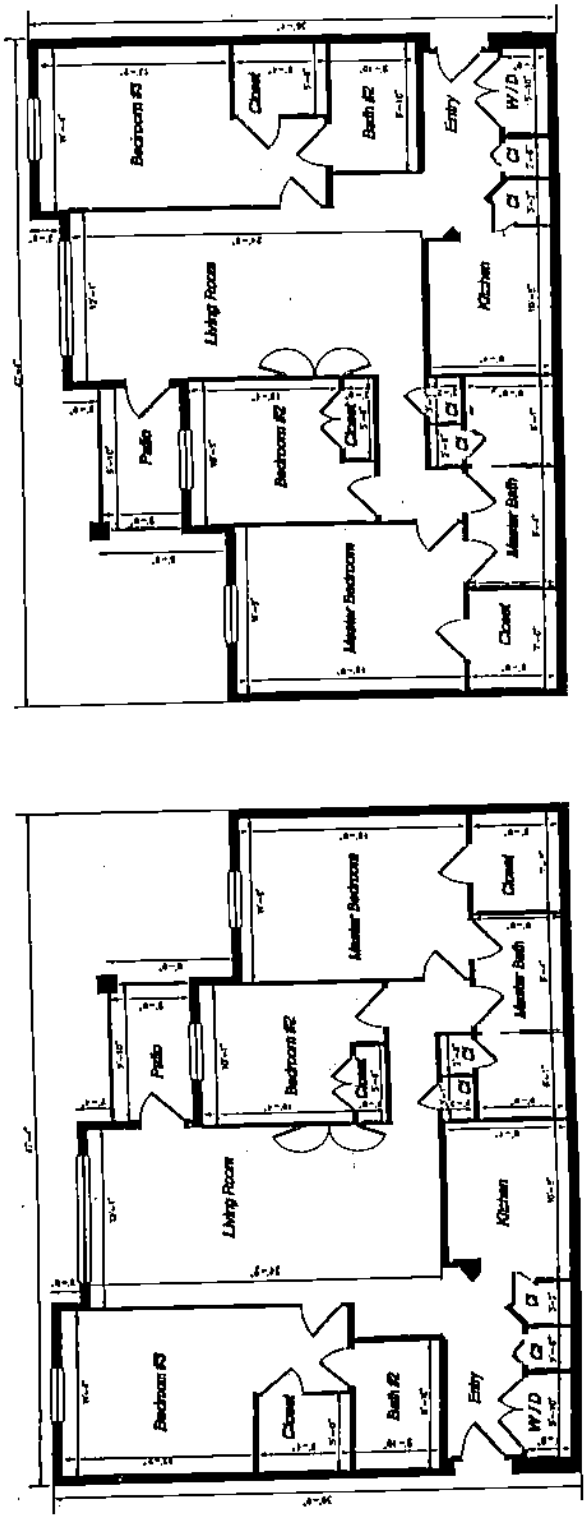
NOT TO SCALE

AMERICAN SURVEYING & MAPPING

Wyndham Palms

A CONDOMINIUM

CL 2000100704 OR 1756/961



Phase 8

UNIT B – 2

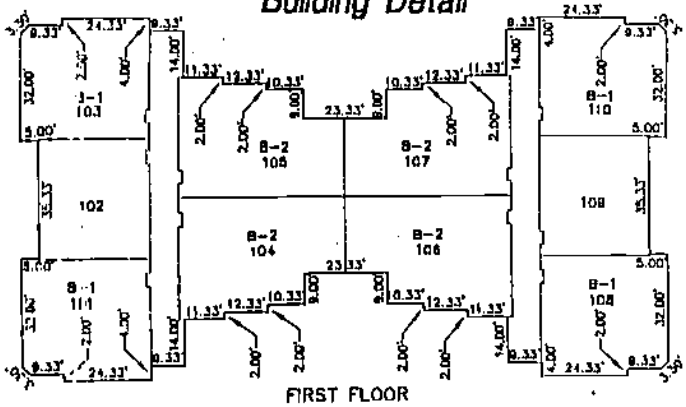
TYPICAL FLOOR PLAN

NOT TO SCALE

AMERICAN SURVEYING & MAPPING

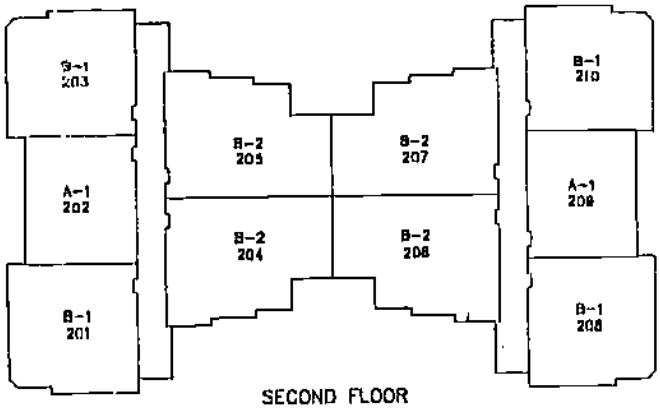
Wyndham Palms
A CONDOMINIUM

Phase 8
Building Detail

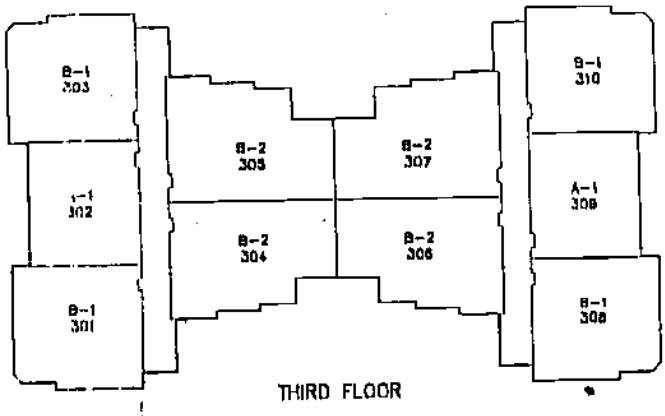


FIRST FLOOR

CL 2000100704 OR 1756/962



SECOND FLOOR



THIRD FLOOR

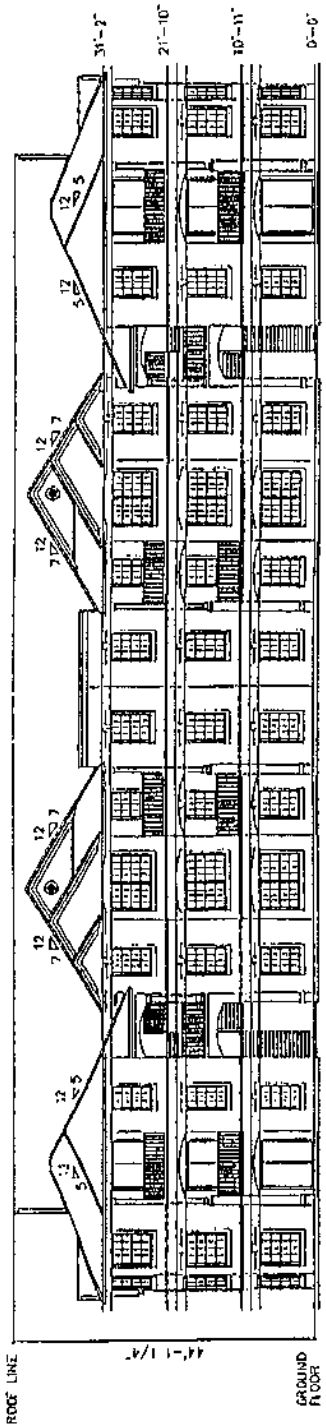
AMERICAN SURVEYING & MAPPING

A-1, B-1 & B-2 DENOTES UNIT FLOOR PLAN
SEE SHEETS 3 THRU 5

Wyndham Palms

A CONDOMINIUM

Phase 8



FRONT BUILDING ELEVATION
NOT TO SCALE

AMERICAN SURVEYING & MAPPING

CL 2000100704

OR 1756/963

CL 2000100704 OR 1756/964

LEGAL DESCRIPTION

PHASE 9

BEGINNING AT THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA, THENCE ALONG THE NORTH LINE OF SAID SECTION 16, SOUTH 89°38'28" WEST A DISTANCE OF 2061.00 FEET; THENCE DEPARTING THE NORTH LINE OF SECTION 16, SOUTH 00°21'32" EAST A DISTANCE OF 913.63 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 28°17'18" EAST A DISTANCE OF 276.13 FEET; THENCE NORTH 87°10'51" WEST A DISTANCE OF 203.48 FEET; THENCE SOUTH 19°13'00" EAST A DISTANCE OF 98.99 FEET; THENCE SOUTH 69°20'35" WEST A DISTANCE OF 31.01 FEET TO A POINT ON A NON-TANGENT CURVE, SAID CURVE IS CONCAVE EASTERLY, HAVING A RADIUS OF 2000.00 FEET, AND AN INCLUDED ANGLE OF 8°55'41", (CHORD BEARING NORTH 16°11'35" WEST, CHORD DISTANCE OF 311.33 FEET), RUN ALONG SAID CURVE A DISTANCE OF 311.64 FEET TO A POINT; THENCE NORTH 76°04'41" EAST A DISTANCE OF 160.34 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.09 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, BRETT MOSCOVITZ, OF ORLANDO, FLORIDA, CERTIFY AS FOLLOWS:

1. I AM A SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA

2. THIS CERTIFICATE IS MADE TO WYNDHAM PALMS, A CONDOMINIUM LOCATED AT SANDHILL ROAD, KISSIMMEE, OSCEOLA COUNTY, FLORIDA AND IN COMPLIANCE WITH SECTION 718.104(4)(E), FLORIDA STATUTES.

3. THE CONSTRUCTION OF THE IMPROVEMENTS DESIGNATED AS PHASE 9 REFERENCED ON THE PLAT RECORDED IN CONDOMINIUM EXHIBIT BOOK PAGE(S) , PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA ("PLAT") WHICH IS ATTACHED AS EXHIBIT A-1 TO THE DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK PAGE(S) , PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, (DECLARATION), IS SUBSTANTIALLY COMPLETE SO THAT THE DESCRIPTION OF IMPROVEMENTS AS SHOWN ON THE ATTACHED SHEETS AS PHASE 9 TOGETHER WITH THE PROVISIONS OF THE DECLARATION IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT ON PHASE 9 CAN BE DETERMINED FROM THESE MATERIALS.

BRETT A. MOSCOVITZ
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION #5011

ASM
AMERICAN SURVEYING & MAPPING
200 EAST ROBINSON STREET SUITE 900 • ORLANDO, FLORIDA 32801
(407) 426-7979

EXHIBIT A-9

Wyndham Palms
A CONDOMINIUM

...IES:

The bearing structure shown hereon based on the North line of Section 16, Township 25 South, Range 27 East, Osceola County, Florida, that being South 89°38'28" West.

Other easements over and benefiting the Condominium Property have been granted or retained in the Declaration of Condominium of Wyndham Palms Condominium, as amended from time to time. The Developer has reserved the right to grant other easements over the Condominium Property from time to time.

...ommon Elements Shall Include:

All of those items stated in the Condominium Act of Florida Statute 718.108

. Tangible Personal Property – deemed proper by the Association for the maintenance and operation of the Condominium, even though owned by the Association

. All Condominium Property – not included in the Units, including but not limited to the recreational facilities, Mitigation Areas, and surface water management system.

...nited Common Elements

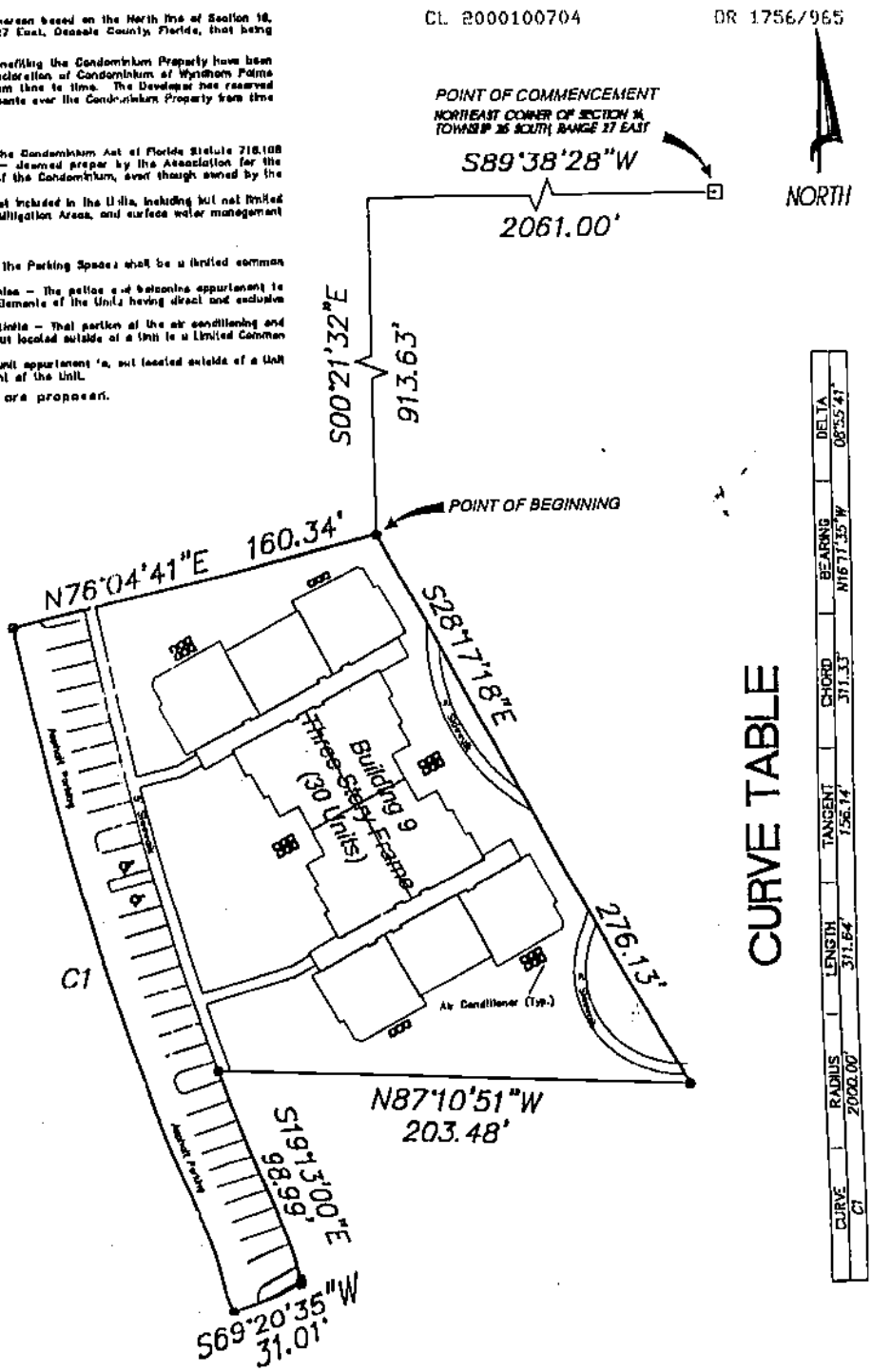
. Automobile Parking Space – the Parking Spaces shall be a limited common element.

. Covered Patios and/or Balconies – The patios and balconies appurtenant to a Unit are Limited Common Elements of the Units having direct and exclusive access thereto.

. Air Conditioning and Heating Units – That portion of the air conditioning and heating unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.

. Storage Units – The storage unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.

Note: All improvements are proposed.



PRELIMINARY SITE PLAN

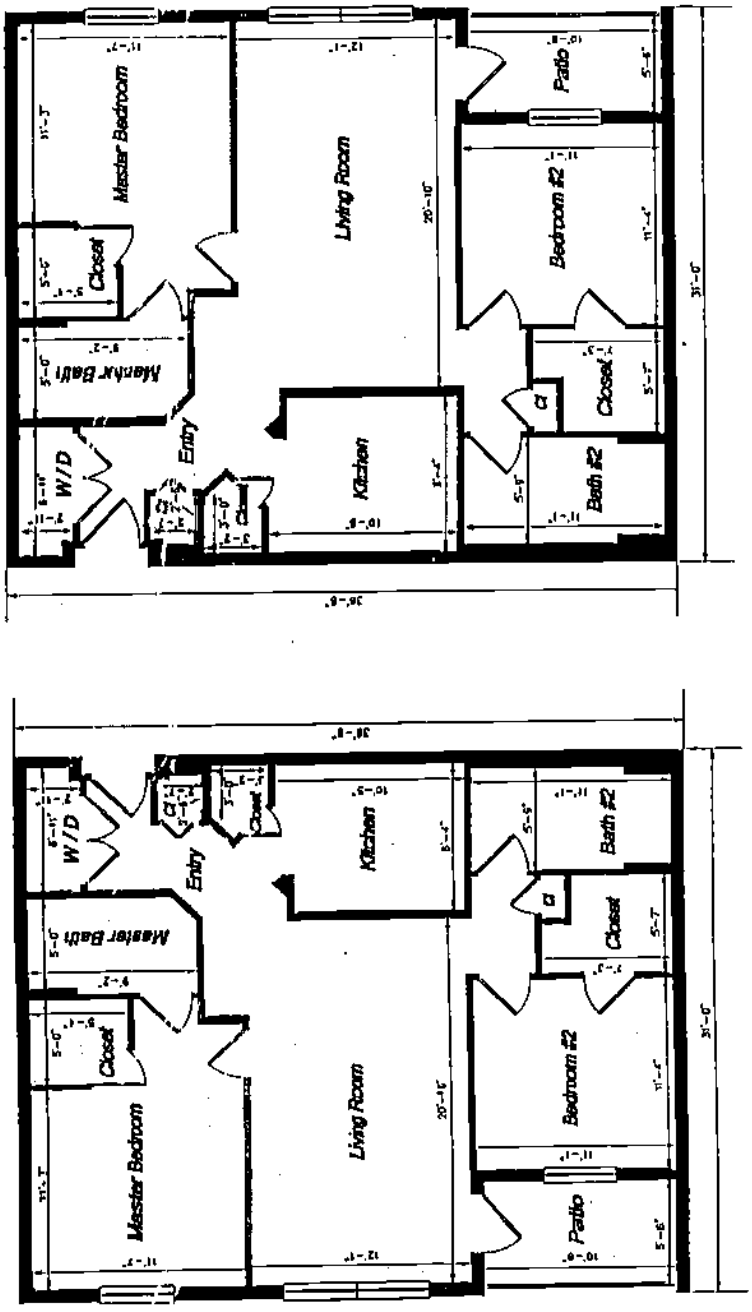
THIS IS NOT A BOUNDARY SURVEY.
NOT TO SCALE – 02/03/00

ASM
AMERICAN SURVEYING & MAPPING

Wyndham Palms

A CONDOMINIUM

CL 2000100704 OR 1756/966



Phase 9

UNIT A – 1
TYPICAL FLOOR PLAN
NOT TO SCALE

AMERICAN SURVEYING & MAPPING

Wyndham Palms

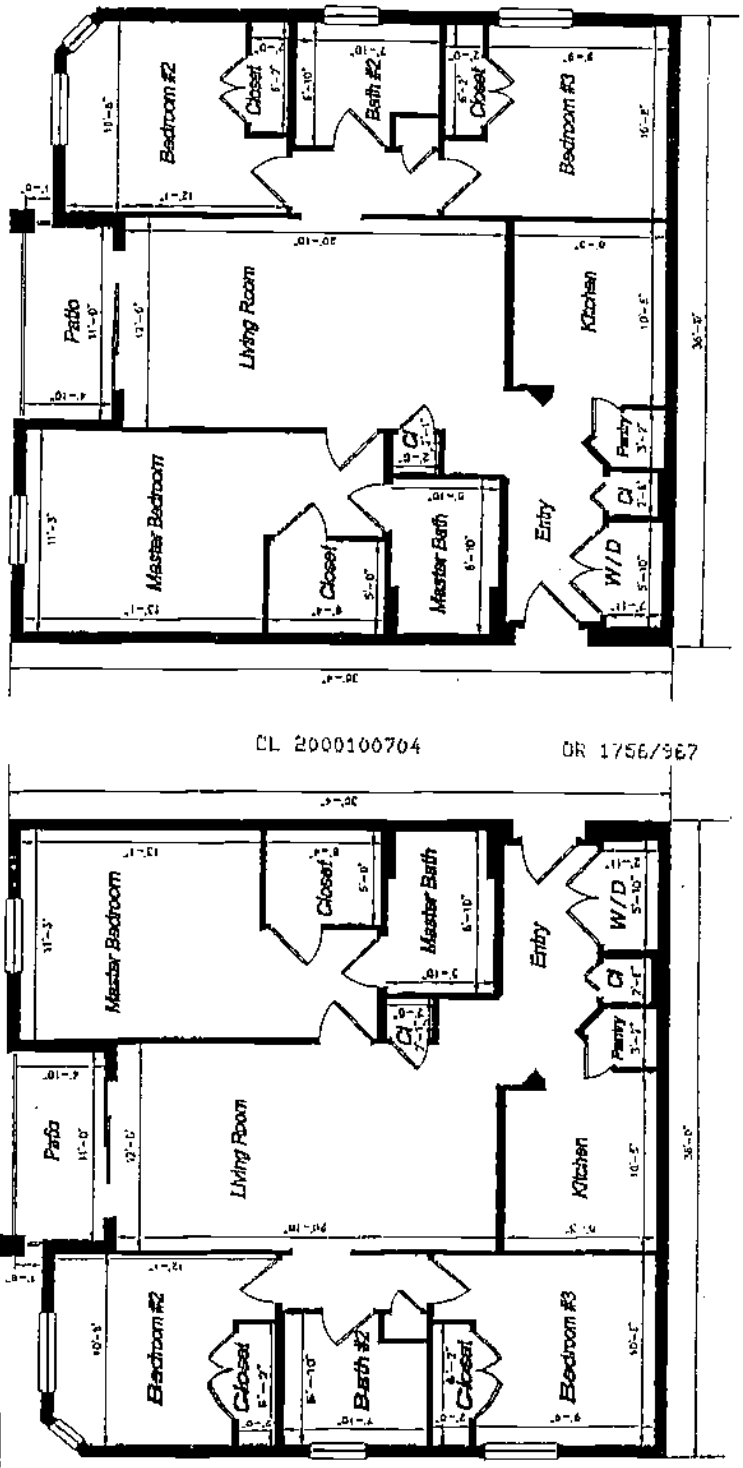
A CONDOMINIUM

Phase 9

UNIT B – 1

TYPICAL FLOOR PLAN

NOT TO SCALE

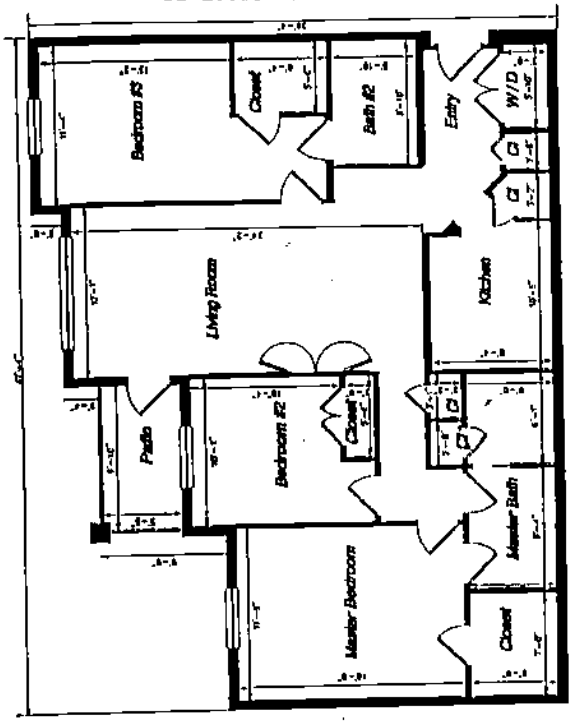


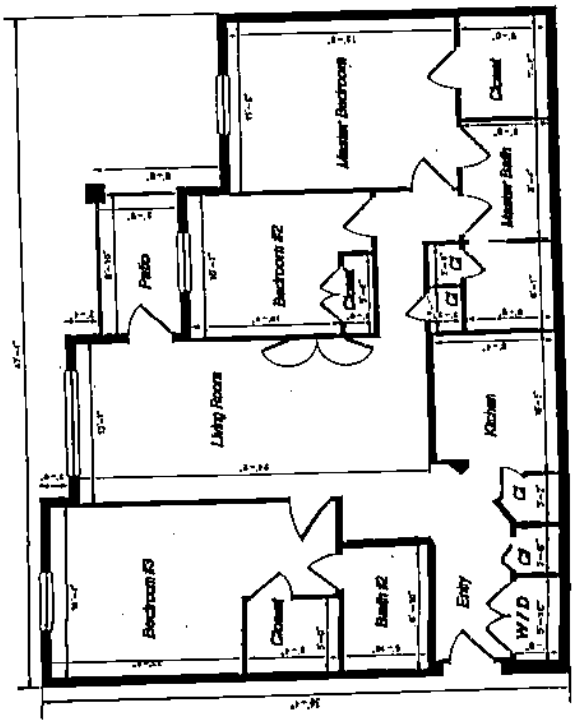
CL 2000100704 OR 1756/967

AMERICAN SURVEYING & MAPPING

Wyndham Palms

A CONDOMINIUM





Phase 9

UNIT B - 2

TYPICAL FLOOR PLAN

NOT TO SCALE

ASM

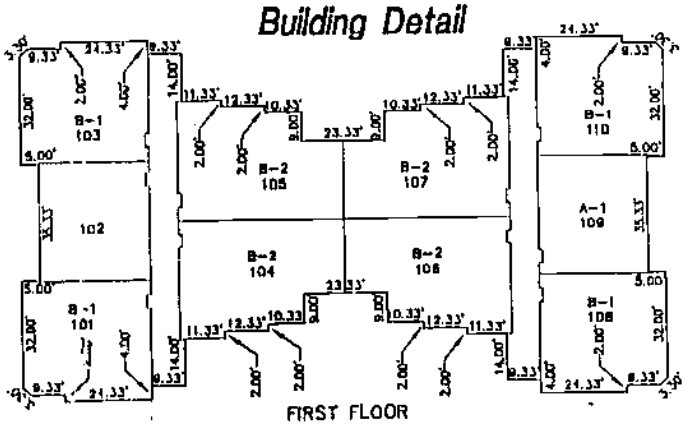
AMERICAN SURVEYING & MAPPING

Wyndham Palms

A CONDOMINIUM

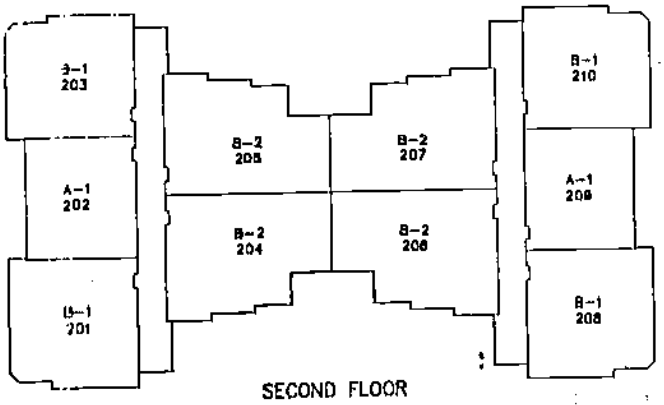
Phase 9

Building Detail

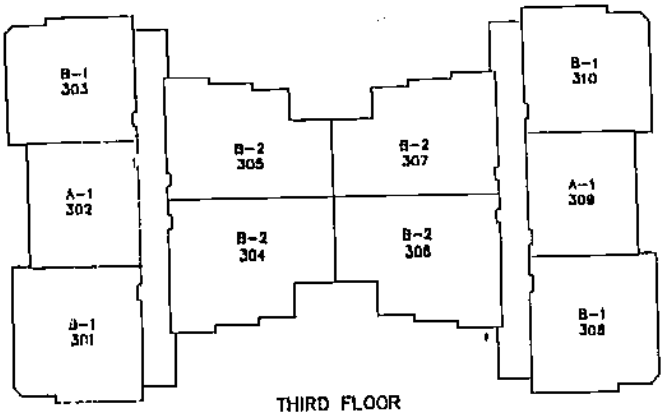


FIRST FLOOR

CL 2000100704 OR 1756/969



SECOND FLOOR



THIRD FLOOR

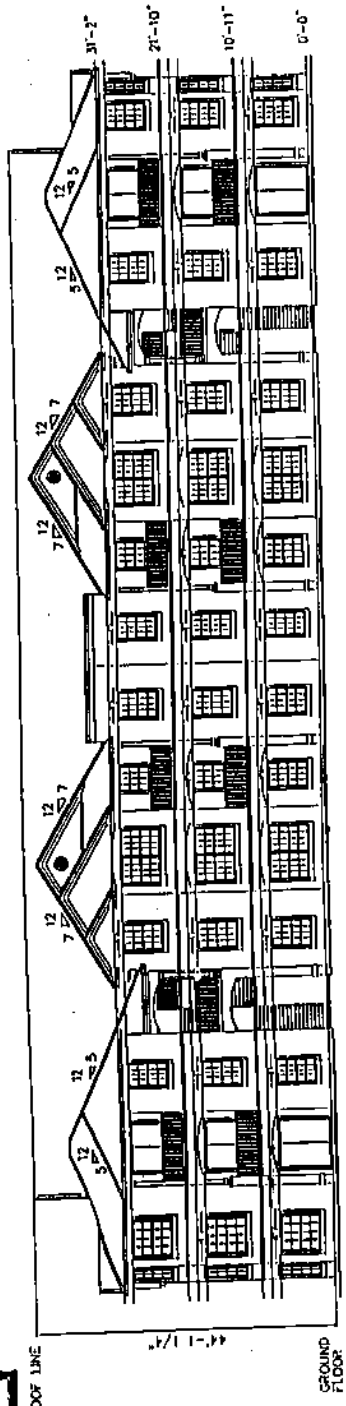
AMERICAN SURVEYING & MAPPING

A-1, B-1 & B-2 DENOTES UNIT FLOOR PLAN
SEE SHEETS 3 THRU 5

Wyndham Palms

A CONDOMINIUM

Phase 9



FRONT BUILDING ELEVATION
NOT TO SCALE

CL 2000100704

OR 1756/970

AMERICAN SURVEYING & MAPPING

CL 2000100704 OR 1756/971

LEGAL DESCRIPTION

PHASE 10

BEGINNING AT THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA. THENCE ALONG THE NORTH LINE OF SAID SECTION 16, SOUTH 89°38'28" WEST A DISTANCE OF 2203.71 FEET; THENCE DEPARTING THE NORTH LINE OF SECTION 16, SOUTH 00°21'32" EAST A DISTANCE OF 846.44 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 10°15'15" EAST A DISTANCE OF 98.99 FEET; THENCE SOUTH 76°04'41" WEST A DISTANCE OF 31.03 FEET TO POINT ON A NON-TANGENT CURVE, SAID CURVE IS CONCAVE EASTERLY, HAVING A RADIUS OF 2000.00 FEET, AND AN INCLUDED ANGLE OF 5°03'35", (CHORD BEARING SOUTH 14°15'32" EAST, CHORD DISTANCE OF 176.56 FEET), RUN ALONG SAID CURVE A DISTANCE OF 176.62 FEET TO A POINT; THENCE SOUTH 73°12'40" WEST A DISTANCE OF 30.99 FEET; THENCE NORTH 16°23'38" WEST A DISTANCE OF 28.70 FEET; THENCE SOUTH 74°01'16" WEST A DISTANCE OF 179.06 FEET; THENCE NORTH 18°59'25" WEST A DISTANCE OF 145.90 FEET; THENCE NORTH 05°39'17" WEST A DISTANCE OF 94.31 FEET; THENCE NORTH 80°12'19" EAST A DISTANCE OF 182.68 FEET; THENCE SOUTH 10°13'33" EAST A DISTANCE OF 29.88 FEET; THENCE NORTH 79°21'44" EAST A DISTANCE OF 30.99 FEET TO POINT ON A NON-TANGENT CURVE, SAID CURVE IS CONCAVE EASTERLY, HAVING A RADIUS OF 2000.00 FEET, AND AN INCLUDED ANGLE OF 1°49'26", (CHORD BEARING NORTH 09°43'33" WEST, CHORD DISTANCE OF 63.67 FEET), RUN ALONG SAID CURVE A DISTANCE OF 63.67 FEET TO A POINT; THENCE NORTH 81°11'11" EAST A DISTANCE OF 31.01 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.20 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, BRETT MOSCOVITZ, OF ORLANDO, FLORIDA, CERTIFY AS FOLLOWS:

1. I AM A SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA

2. THIS CERTIFICATE IS MADE TO WYNDHAM PALMS, A CONDOMINIUM LOCATED AT SANDHILL ROAD, KISSIMMEE, OSCEOLA COUNTY, FLORIDA AND IN COMPLIANCE WITH SECTION 718.104(4)(E), FLORIDA STATUTES.

3. THE CONSTRUCTION OF THE IMPROVEMENTS DESIGNATED AS PHASE 10 REFERENCED ON THE PLAT RECORDED IN CONDOMINIUM EXHIBIT BOOK PAGE(S) , PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA ("PLAT") WHICH IS ATTACHED AS EXHIBIT A-1 TO THE DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK PAGE(S) , PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, (DECLARATION), IS SUBSTANTIALLY COMPLETE SO THAT THE DESCRIPTION OF IMPROVEMENTS AS SHOWN ON THE ATTACHED SHEETS AS PHASE 10 TOGETHER WITH THE PROVISIONS OF THE DECLARATION IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT ON PHASE 10 CAN BE DETERMINED FROM THESE MATERIALS.

BRETT A. MOSCOVITZ
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION #5011

ASM
AMERICAN SURVEYING & MAPPING

EXHIBIT A-10

Wyndham Palms
A CONDOMINIUM

NOTES:

1. The bearing structure shown hereon based on the North line of Section 16, Township 26 South, Range 27 East, Osceola County, Florida, that being South 89°38'28" West.
2. Other easements over and benefiting the Condominium Property have been granted or retained in the Declaration of Condominium of Wyndham Palms Condominium, as amended from time to time. The Developer has reserved the right to grant other easements over the Condominium Property from time to time.

Common Elements Shall Include:

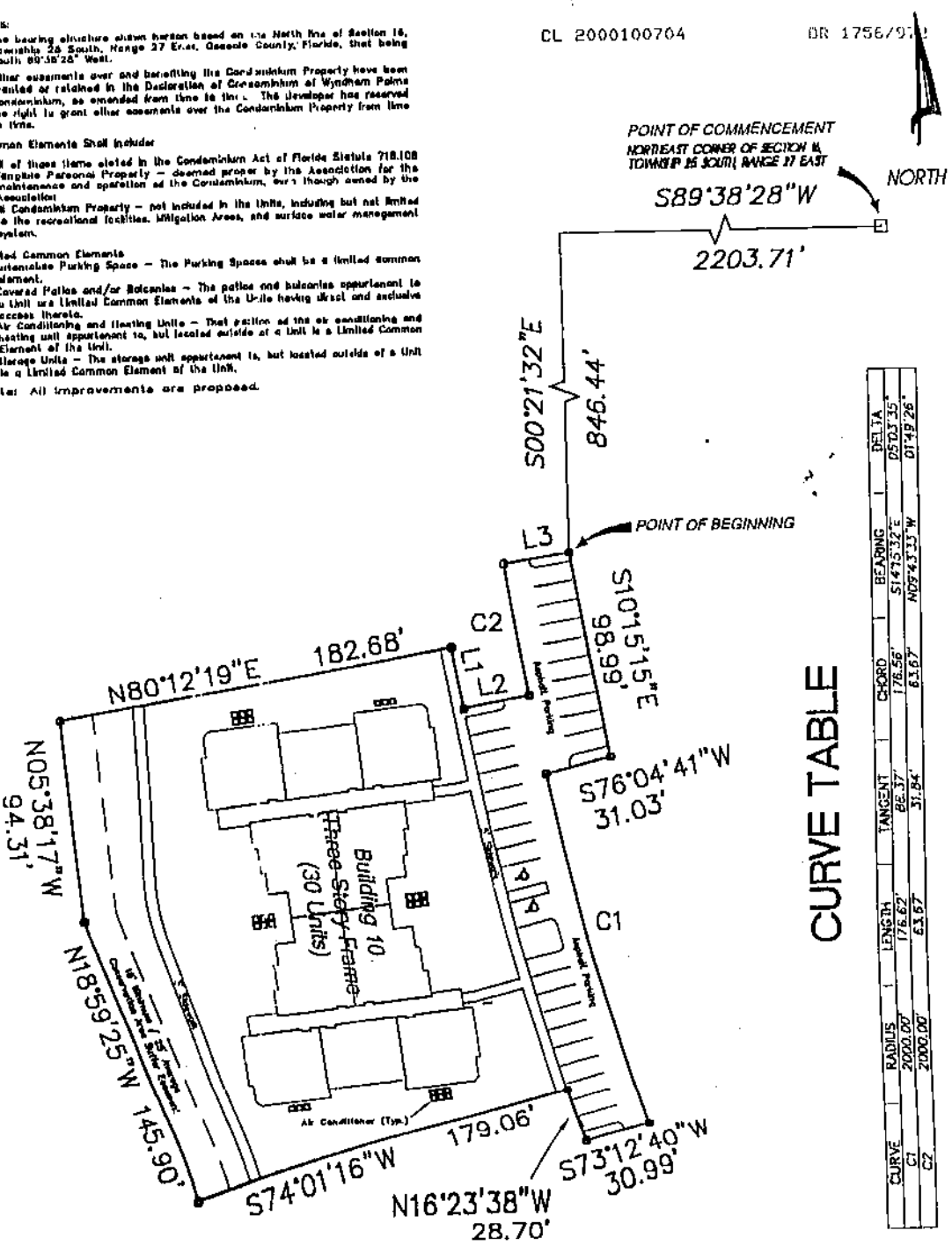
1. All of those items stated in the Condominium Act of Florida Statute 718.108
2. Tangible Personal Property – deemed proper by the Association for the maintenance and operation of the Condominium, even though owned by the Association.
3. All Condominium Property – not included in the Units, including but not limited to the recreational facilities, Mitigation Areas, and surface water management system.

Limited Common Elements

1. Automobile Parking Space – The Parking Spaces shall be a limited common element.
2. Covered Patios and/or Balconies – The patios and balconies appurtenant to a Unit are Limited Common Elements of the Units having direct and exclusive access thereto.
3. Air Conditioning and Heating Units – That portion of the air conditioning and heating unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.
4. Storage Units – The storage unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.

Note: All improvements are proposed.

CL 2000100704 OR 1756/97



CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	2000.00'	176.62'	88.37'	176.56'	S14°15'32"E	05°03'35"
C2	2000.00'	63.67'	31.84'	63.67'	N09°43'33"W	01°49'26"

LINE TABLE

LINE	DIRECTION	DISTANCE
L1	S10°13'33"E	29.88'
L2	N79°21'44"E	30.99'
L3	N81°11'11"E	31.01'

PRELIMINARY SITE PLAN

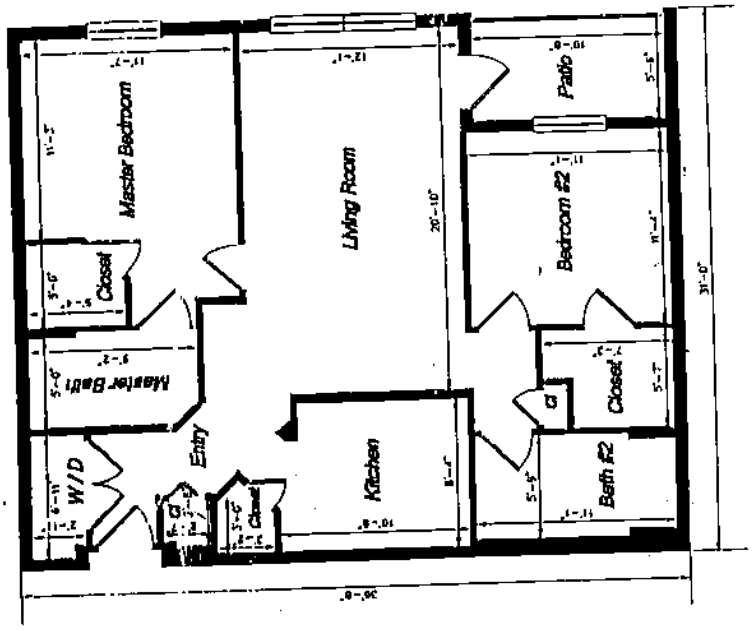
THIS IS NOT A BOUNDARY SURVEY.
NOT TO SCALE -- 02/03/00

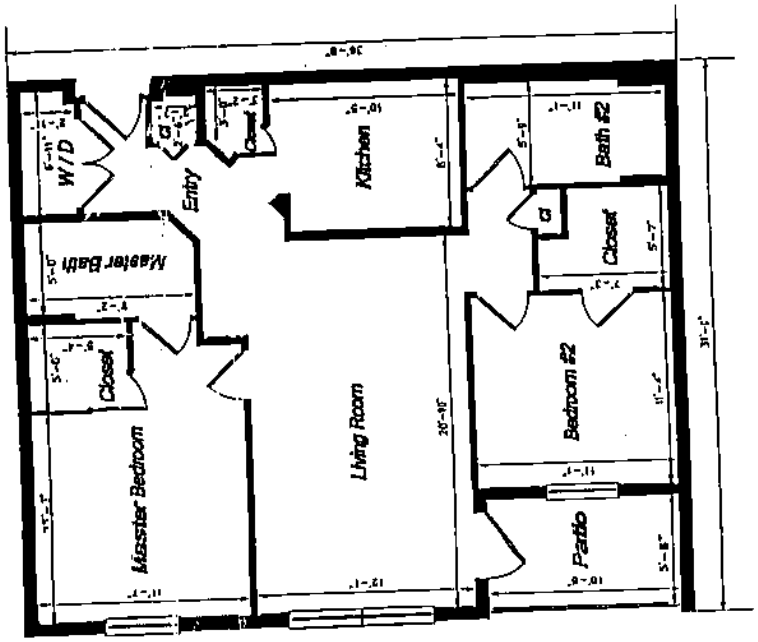
ASM
AMERICAN SURVEYING & MAPPING
246 EAST SOUTH STREET SUITE 100 A ORLANDO, FLORIDA 32801
(407) 426-7979

Wyndham Palms

A CONDOMINIUM

CL 2000100704 OR 1756/973





Phase 10

UNIT A – 1

TYPICAL FLOOR PLAN

NOT TO SCALE

AMERICAN SURVEYING & MAPPING

Wyndham Palms

A CONDOMINIUM

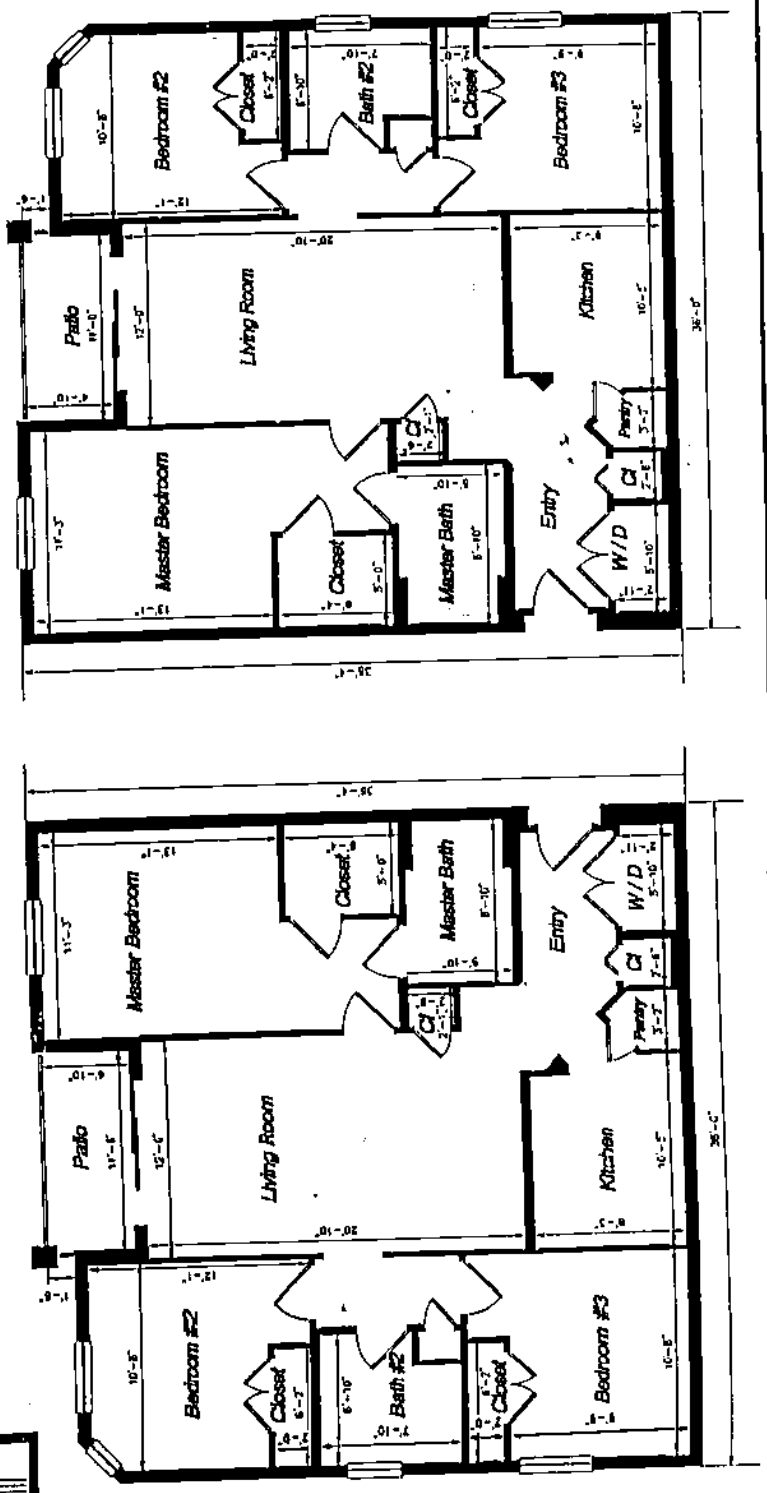
CL 2000100704 OR 1756/974

Phase 10

UNIT B - 1

TYPICAL FLOOR PLAN

NOT TO SCALE



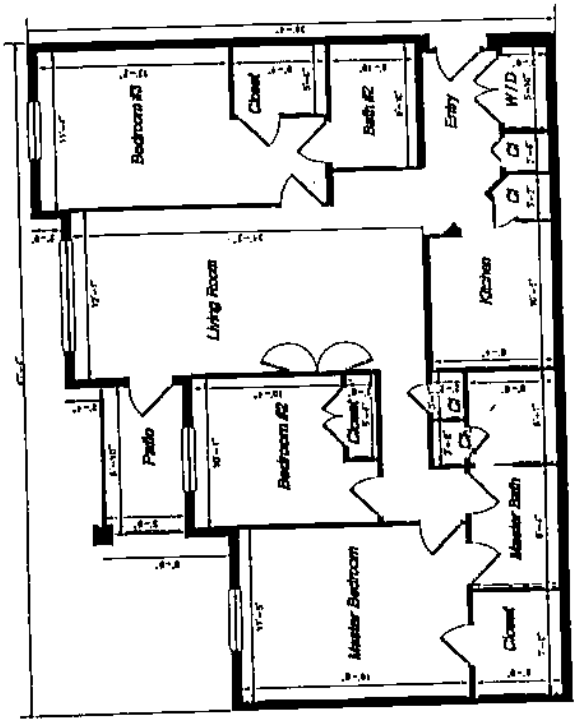
AMERICAN SURVEYING & MAPPING

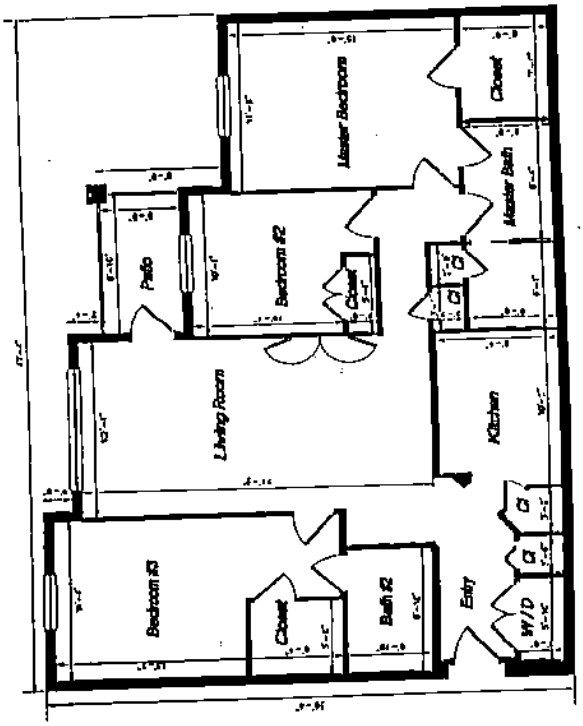
Wyndham Palms

A CONDOMINIUM

Phase 10

UNIT B - 2
TYPICAL FLOOR PLAN
NOT TO SCALE

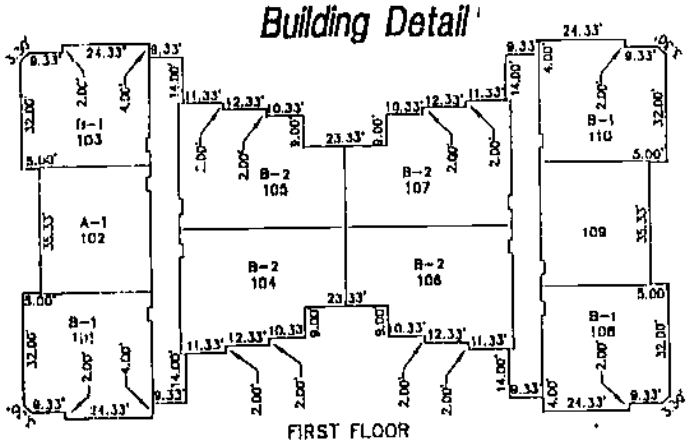




AMERICAN SURVEYING & MAPPING

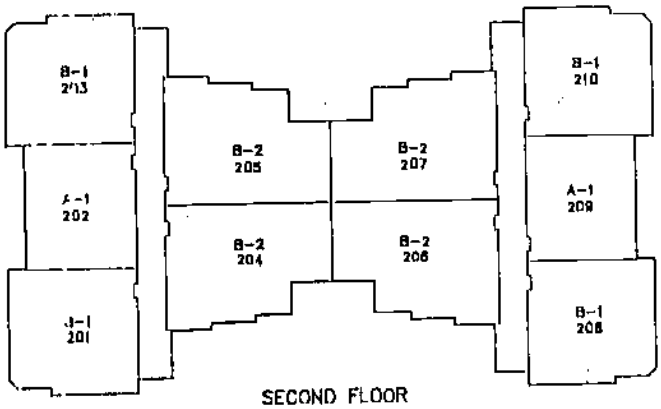
Wyndham Palms
A CONDOMINIUM

Phase 10
Building Detail

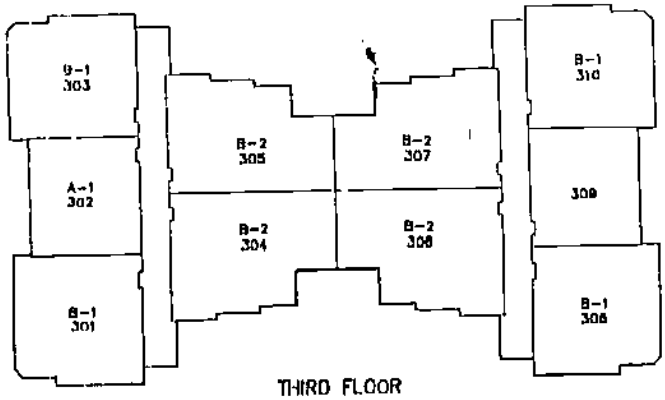


FIRST FLOOR

CL 2000100704 OR 1756/976



SECOND FLOOR



THIRD FLOOR

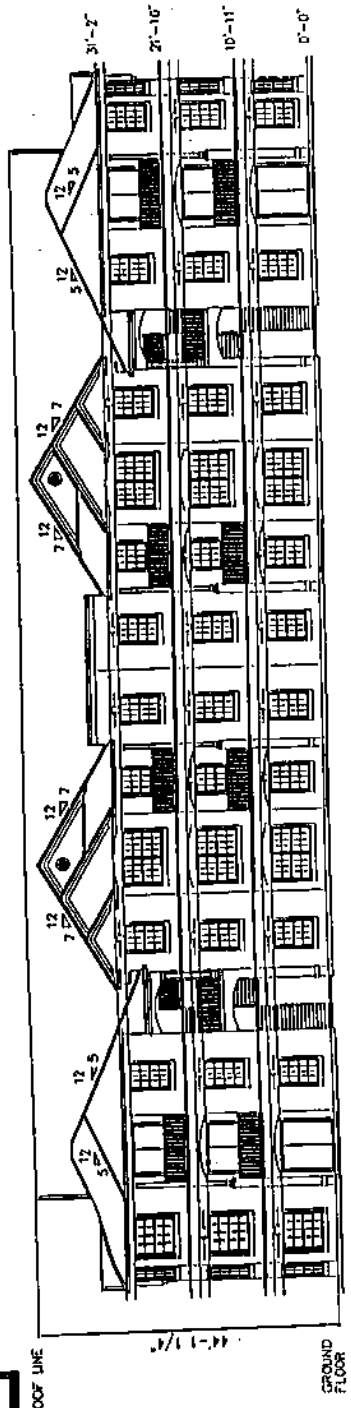
AMERICAN SURVEYING & MAPPING

A-1, B-1 & B-2 DENOTES UNIT FLOOR PLAN
SEE SHEETS 3 THRU 5

Wyndham Palms

A CONDOMINIUM

Phase 10



FRONT BUILDING ELEVATION
NOT TO SCALE

CL 2000100704 OR 1756/977

ASM
AMERICAN SURVEYING & MAPPING
315 NORTH EDGEWATER DRIVE • ORLANDO, FLORIDA 32804
(407) 422-7979

CL 2000100704 OR 1756/978

LEGAL DESCRIPTION

PHASE 11

BEGINNING AT THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA, THENCE ALONG THE NORTH LINE OF SAID SECTION 16, SOUTH 89°38'28" WEST A DISTANCE OF 2254.15 FEET; THENCE DEPARTING THE NORTH LINE OF SECTION 16, SOUTH 00°21'32" EAST A DISTANCE OF 667.09 FEET TO THE POINT OF BEGINNING AND ALSO A POINT ON A NON-TANGENT CURVE, SAID CURVE IS CONCAVE WESTERLY, HAVING A RADIUS OF 1056.00 FEET, AND AN INCLUDED ANGLE OF 2°05'09", (CHORD BEARING SOUTH 05°39'28" EAST, CHORD DISTANCE OF 38.44 FEET), RUN ALONG SAID CURVE A DISTANCE OF 38.44 FEET TO A POINT OF REVERSE CURVATURE, SAID CURVE IS CONCAVE EASTERLY, HAVING A RADIUS OF 2000.00 FEET, AND AN INCLUDED ANGLE OF 1°19'05", (CHORD BEARING SOUTH 05°16'26" EAST, CHORD DISTANCE OF 46.01 FEET), RUN ALONG SAID CURVE A DISTANCE OF 46.01 FEET TO A POINT; THENCE NORTH 84°04'02" EAST A DISTANCE OF 31.01 FEET; THENCE SOUTH 07°22'24" EAST A DISTANCE OF 98.99 FEET; THENCE SOUTH 81°11'11" WEST A DISTANCE OF 31.01 FEET TO POINT ON A NON-TANGENT CURVE, SAID CURVE IS CONCAVE EASTERLY, HAVING A RADIUS OF 2000.00 FEET, AND AN INCLUDED ANGLE OF 1°49'26, (CHORD BEARING SOUTH 09°43'33" EAST, CHORD DISTANCE OF 63.67 FEET), RUN ALONG SAID CURVE A DISTANCE OF 63.67FEET TO A POINT; THENCE SOUTH 79°21'44" WEST A DISTANCE OF 30.99 FEET; THENCE NORTH 10°13'33" WEST A DISTANCE OF 29.88 FEET; THENCE SOUTH 80°12'19" WEST A DISTANCE OF 182.68 FEET; THENCE NORTH 05°38'17" WEST A DISTANCE OF 194.10 FEET; THENCE NORTH 10°23'16" WEST A DISTANCE OF 36.71 FEET; THENCE NORTH 83°17'58" EAST A DISTANCE OF 211.23 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.17 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, BRETT MOSCOVITZ, OF ORLANDO, FLORIDA, CERTIFY AS FOLLOWS:

1. I AM A SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA

2. THIS CERTIFICATE IS MADE TO WYNDHAM PALMS, A CONDOMINIUM LOCATED AT SANDHILL ROAD, KISSIMMEE, OSCEOLA COUNTY, FLORIDA AND IN COMPLIANCE WITH SECTION 718.104(4)(E), FLORIDA STATUTES.

3. THE CONSTRUCTION OF THE IMPROVEMENTS DESIGNATED AS PHASE 11 REFERENCED ON THE PLAT RECORDED IN CONDOMINIUM EXHIBIT BOOK PAGE(S) , PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA ("PLAT") WHICH IS ATTACHED AS EXHIBIT A-1 TO THE DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK PAGE(S) , PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, (DECLARATION), IS SUBSTANTIALLY COMPLETE SO THAT THE DESCRIPTION OF IMPROVEMENTS AS SHOWN ON THE ATTACHED SHEETS AS PHASE 11 TOGETHER WITH THE PROVISIONS OF THE DECLARATION IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT ON PHASE 11 CAN BE DETERMINED FROM THESE MATERIALS.

BRETT A. MOSCOVITZ
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION #5011

ASM
AMERICAN SURVEYING & MAPPING
[illegible] EAST SOUTH STREET SUITE 100 • ORLANDO, FLORIDA 32801
(407) 426-7979

EXHIBIT A-11

Wyndham Palms
A CONDOMINIUM

NOTES:

1. The bearing structure shown hereon based on the North line of Section 16, Township 25 South, Range 27 East, Osceola County, Florida, that being South 89°38'28" West.
2. Other easements over and benefiting the Condominium Property have been granted or retained in the Declaration of Condominium of Wyndham Palms Condominium, as amended from time to time. The Developer has reserved the right to grant other easements over the Condominium Property from time to time.

Common Elements Shall Include:

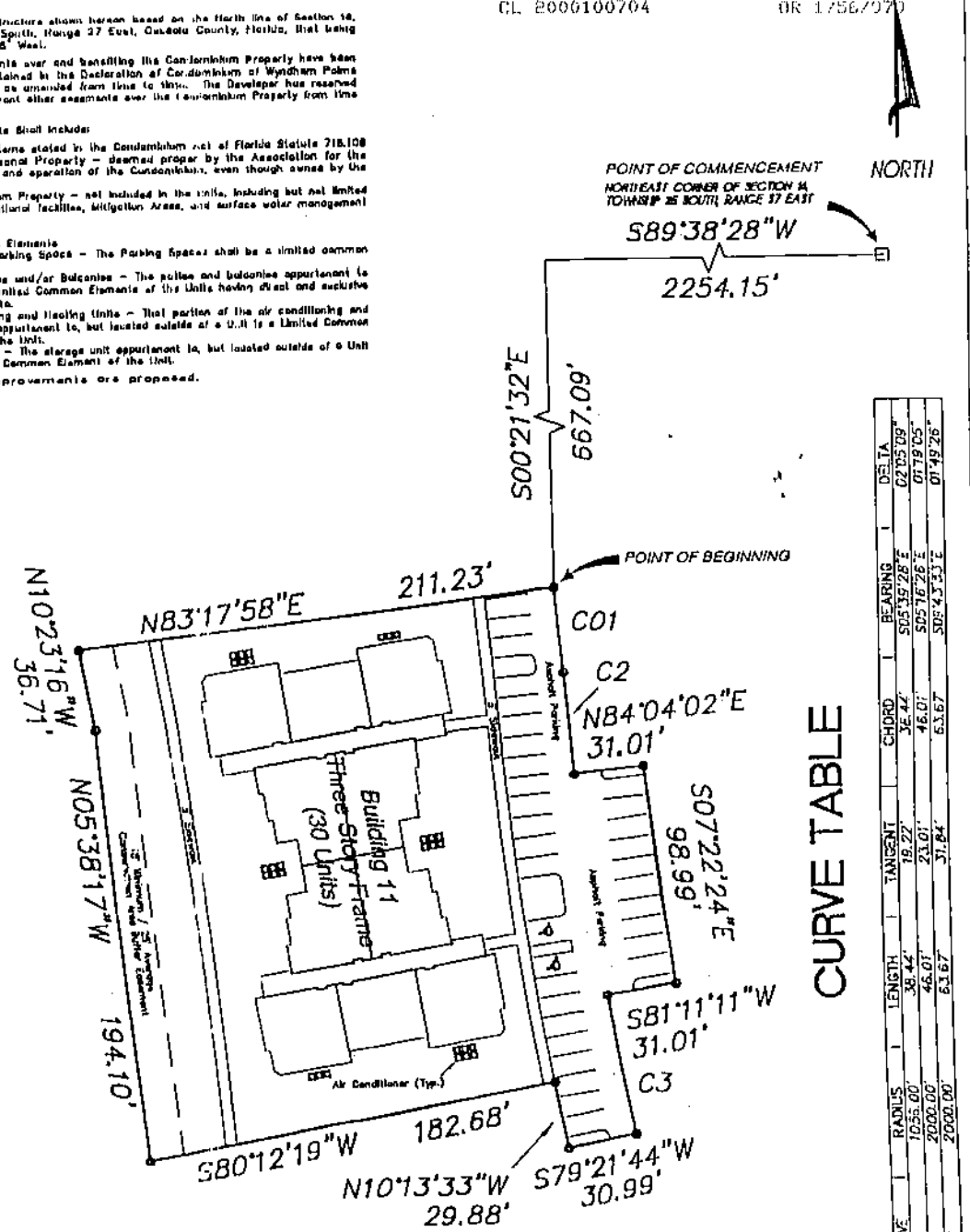
1. All of those items stated in the Condominium Act of Florida Statute 718.108
2. Tangible Personal Property – deemed proper by the Association for the maintenance and operation of the Condominium, even though owned by the Association
3. All Condominium Property – not included in the Units, including but not limited to the recreational facilities, Mitigation Areas, and surface water management system.

Limited Common Elements

1. Automobile Parking Spaces – The Parking Spaces shall be a limited common element.
2. Covered Patios and/or Balconies – The patios and balconies appurtenant to a Unit are Limited Common Elements of the Units having direct and exclusive access thereto.
3. Air Conditioning and Heating Units – That portion of the air conditioning and heating unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.
4. Storage Units – The storage unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.

Note: All improvements are proposed.

CL 2000100704 OR 1756/0710



CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	1056.00'	38.44'	19.22'	38.44'	S05°39'28"E	02°05'09"
C2	2000.00'	46.01'	23.01'	46.01'	S05°16'26"E	01°19'05"
C3	2000.00'	63.67'	31.84'	63.67'	S05°43'33"E	01°49'26"

PRELIMINARY SITE PLAN

THIS IS NOT A BOUNDARY SURVEY.
NOT TO SCALE – 02/03/00

ASM
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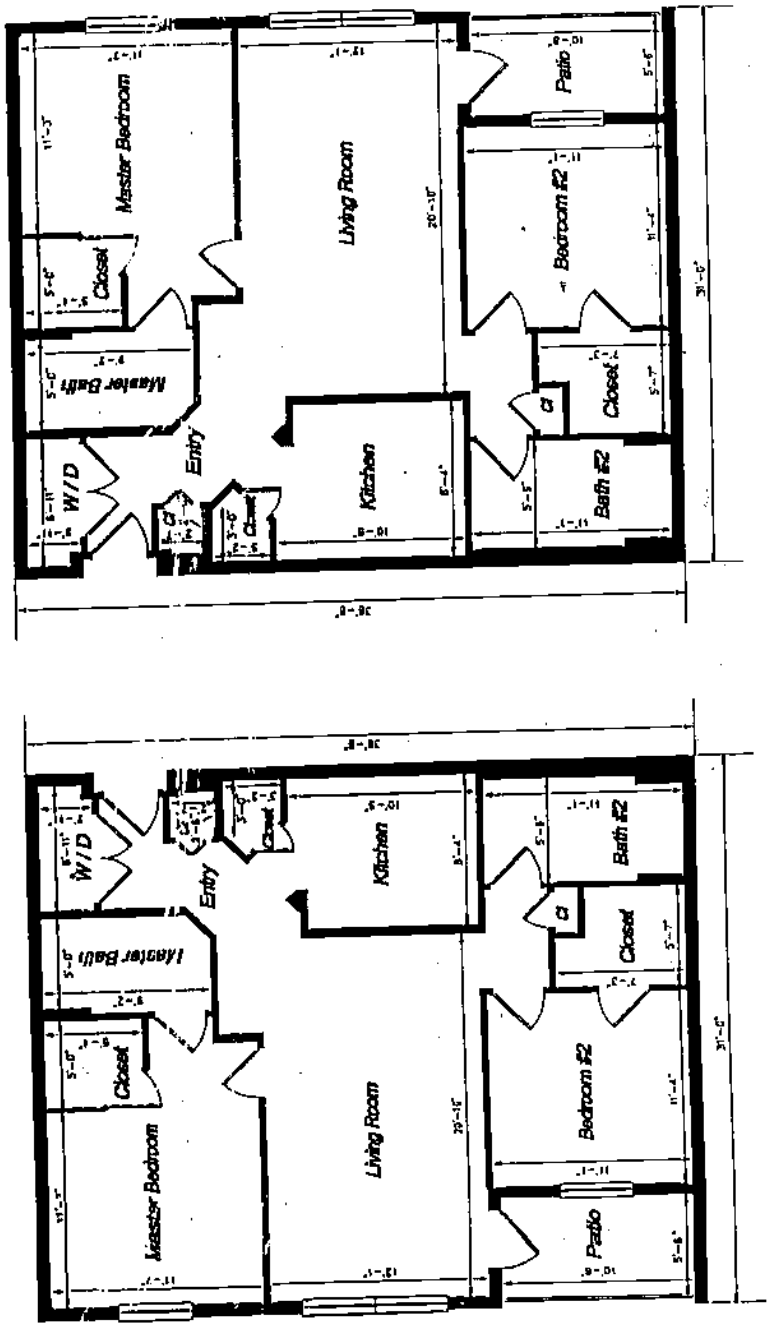
200 EAST SOUTH STREET SUITE 190 ORLANDO, FLORIDA 32801
(407) 426-7979

Wyndham Palms

A CONDOMINIUM

CL 2000100704 OR 1756/980



Phase 11

UNIT A - 1

TYPICAL FLOOR PLAN

NOT TO SCALE

AMERICAN SURVEYING & MAPPING

Wyndham Palms

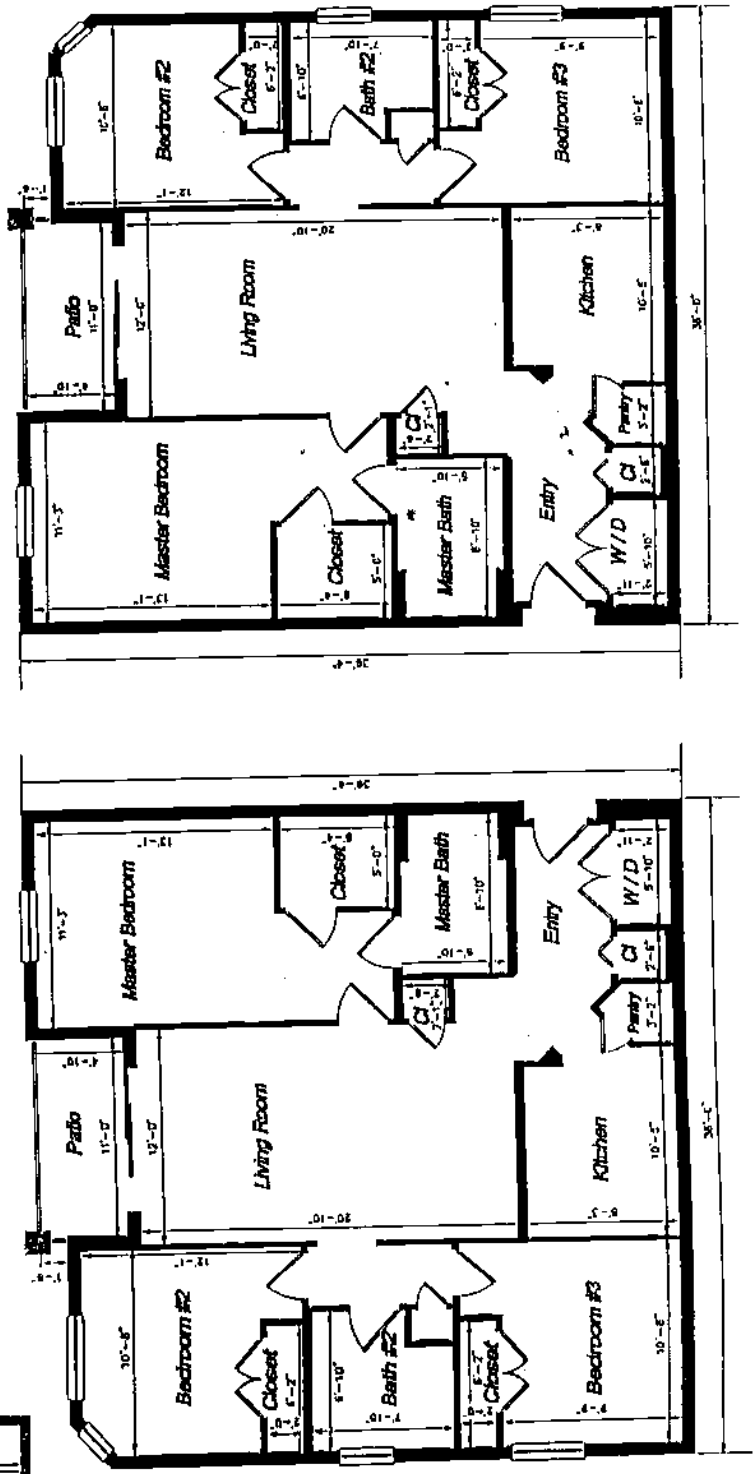
A CONDOMINIUM

Phase 11

UNIT B – 1

TYPICAL FLOOR PLAN

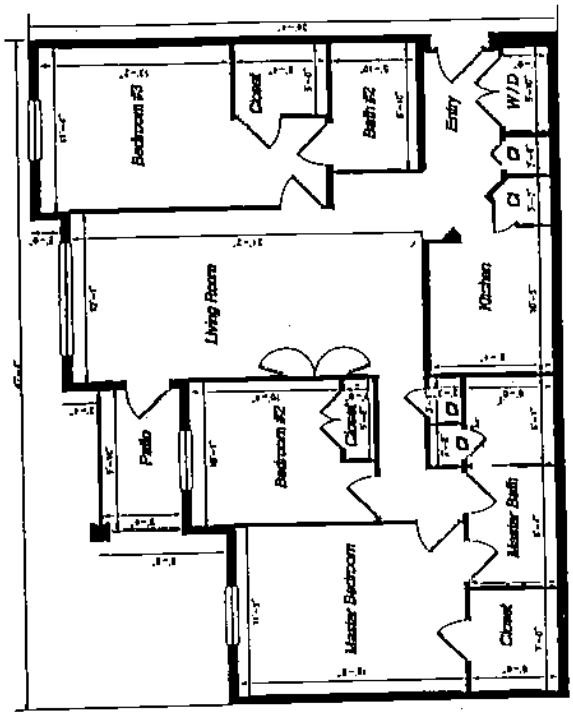
NOT TO SCALE

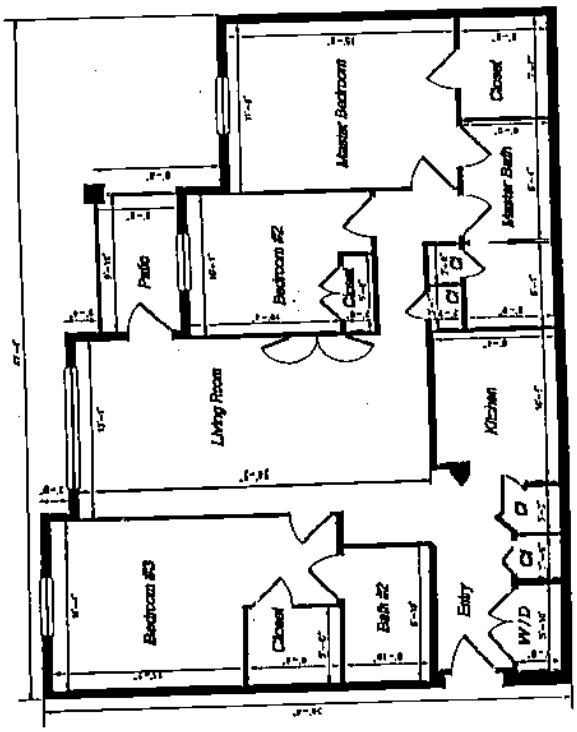


AMERICAN SURVEYING & MAPPING

Wyndham Palms

A CONDOMINIUM





Phase 11

UNIT B - 2

TYPICAL FLOOR PLAN

NOT TO SCALE

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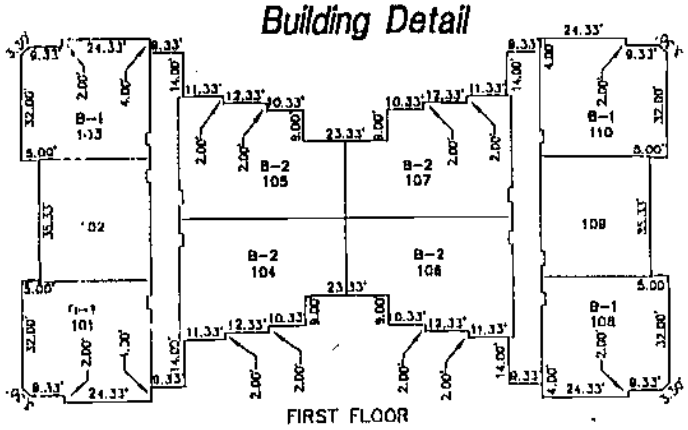
[illegible]

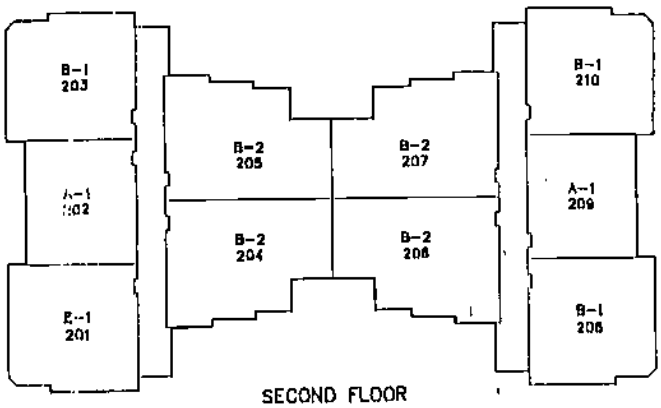
Wynnham Parks
A CONDOMINIUM

Phase 11
Building Detail

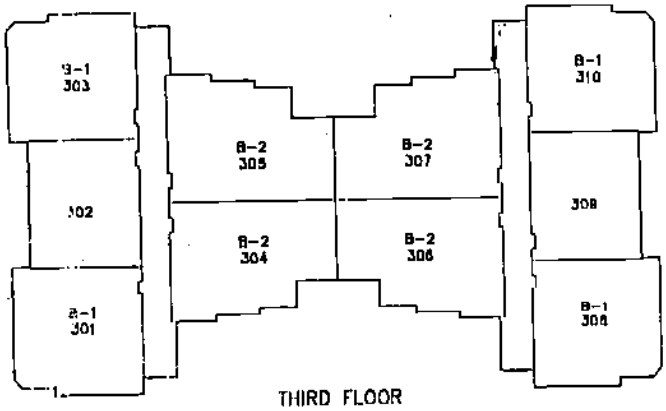


FIRST FLOOR

CL 2000100704 OR 1756/983



SECOND FLOOR



THIRD FLOOR

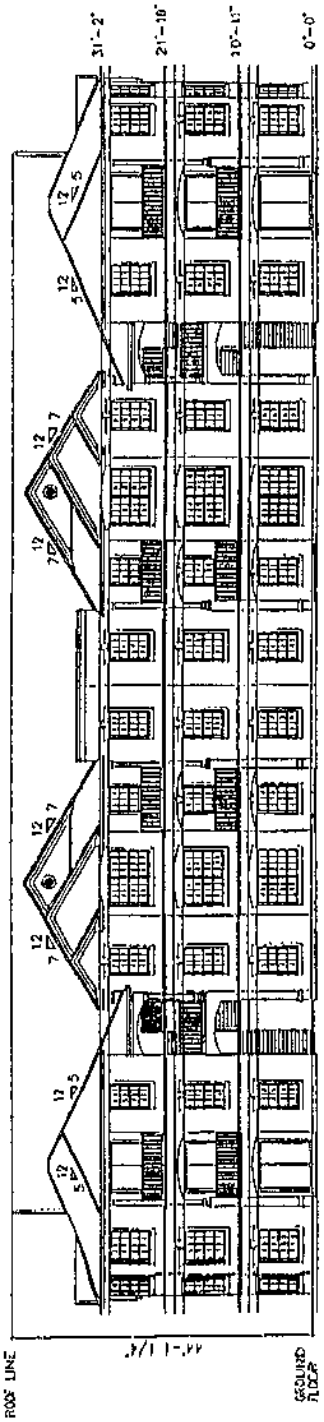
AMERICAN SURVEYING & MAPPING

A-1, B-1 & B-2 DENOTES UNIT FLOOR PLAN
SEE SHEETS 3 THRU 5

Wyndham Palms

A CONDOMINIUM

Phase 11



FRONT BUILDING ELEVATION
NOT TO SCALE

CL 2000100704

OR 1756/984

AMERICAN SURVEYING & MAPPING

PAGE 7 OF 7

CL 2000100704 OR 1756/985

LEGAL DESCRIPTION

PHASE 12

BEGINNING AT THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA, THENCE ALONG THE NORTH LINE OF SAID SECTION 16, SOUTH 89°38'28" WEST A DISTANCE OF 1981.67 FEET; THENCE DEPARTING THE NORTH LINE OF SECTION 16, SOUTH 00°21'32" EAST A DISTANCE OF 560.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°21'32" EAST A DISTANCE OF 49.00 FEET; THENCE SOUTH 89°38'28" WEST A DISTANCE OF 13.28 FEET; THENCE SOUTH 00°21'32" EAST A DISTANCE OF 31.00 FEET; THENCE SOUTH 18°19'13" WEST A DISTANCE OF 178.80 FEET; THENCE SOUTH 13°42'16" WEST A DISTANCE OF 40.64 FEET; THENCE SOUTH 01°29'56" EAST A DISTANCE OF 64.84 FEET; THENCE SOUTH 76°04'41" WEST A DISTANCE OF 129.31 FEET; THENCE NORTH 10°15'15" WEST A DISTANCE OF 98.99 FEET; THENCE NORTH 07°22'24" WEST A DISTANCE OF 98.99 FEET; THENCE SOUTH 84°04'02" WEST A DISTANCE OF 31.01 FEET TO THE POINT ON A NON-TANGENT CURVE, SAID CURVE IS CONCAVE EASTERLY, HAVING A RADIUS OF 2000.00 FEET, AND AN INCLUDED ANGLE OF 1°19'05", (CHORD BEARING NORTH 05°16'26" WEST, CHORD DISTANCE OF 46.01 FEET), RUN ALONG SAID CURVE A DISTANCE OF 46.01 FEET TO A POINT OF REVERSE CURVATURE, SAID CURVE IS CONCAVE WESTERLY, HAVING A RADIUS OF 1056.00 FEET, AND AN INCLUDED ANGLE OF 6°35'30", (CHORD BEARING NORTH 07°54'38" WEST, CHORD DISTANCE OF 121.42 FEET), RUN ALONG SAID CURVE A DISTANCE OF 121.49 FEET TO A POINT, THENCE NORTH 78°47'37" EAST A DISTANCE OF 29.00 FEET; THENCE NORTH 44°38'28" EAST A DISTANCE OF 87.78 FEET; THENCE SOUTH 45°21'32" EAST A DISTANCE OF 60.14 FEET; THENCE NORTH 89°38'28" EAST A DISTANCE OF 151.62 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.74 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, BRETT MOSCOVITZ, OF ORLANDO, FLORIDA, CERTIFY AS FOLLOWS:

1. I AM A SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA

2. THIS CERTIFICATE IS MADE TO WYNDHAM PALMS, A CONDOMINIUM LOCATED AT SANDHILL ROAD, KISSIMMEE, OSCEOLA COUNTY, FLORIDA AND IN COMPLIANCE WITH SECTION 718.104(4)(E), FLORIDA STATUTES.

3. THE CONSTRUCTION OF THE IMPROVEMENTS DESIGNATED AS PHASE 12 REFERENCED ON THE PLAT RECORDED IN CONDOMINIUM EXHIBIT BOOK PAGE(S) , PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA ("PLAT") WHICH IS ATTACHED AS EXHIBIT A-1 TO THE DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK PAGE(S) , PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, (DECLARATION), IS SUBSTANTIALLY COMPLETE SO THAT THE DESCRIPTION OF IMPROVEMENTS AS SHOWN ON THE ATTACHED SHEETS AS PHASE 12 TOGETHER WITH THE PROVISIONS OF THE DECLARATION IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT ON PHASE 12 CAN BE DETERMINED FROM THESE MATERIALS.

BRETT A. MOSCOVITZ
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION #5011

ASM
AMERICAN SURVEYING & MAPPING
[illegible] EAST SOUTH STREET SUITE 165 • ORLANDO, FLORIDA 32801
(407) 426-7979

EXHIBIT A-12

Wyndham Palms

A CONDOMINIUM

NOTES:

1. The bearing structure shown hereon based on the North line of Section 16, Township 25 South, Range 27 East, Osceola County, Florida, that being South 89°38'28" West.
2. Other easements over and benefiting the Condominium Property have been granted or retained in the Declaration of Condominium of Wyndham Palms Condominium, as amended from time to time. The Developer has reserved the right to grant other easements over the Condominium Property from time to time.

Common Elements Shall Include:

1. All of those items stated in the Condominium Act of Florida Statute 718.108
2. Tangible Personal Property – deemed proper by the Association for the maintenance and operation of the Condominium, even though owned by the Association
3. All Condominium Property – not included in the Units, including but not limited to the recreational facilities, Mitigation Areas, and surface water management system.

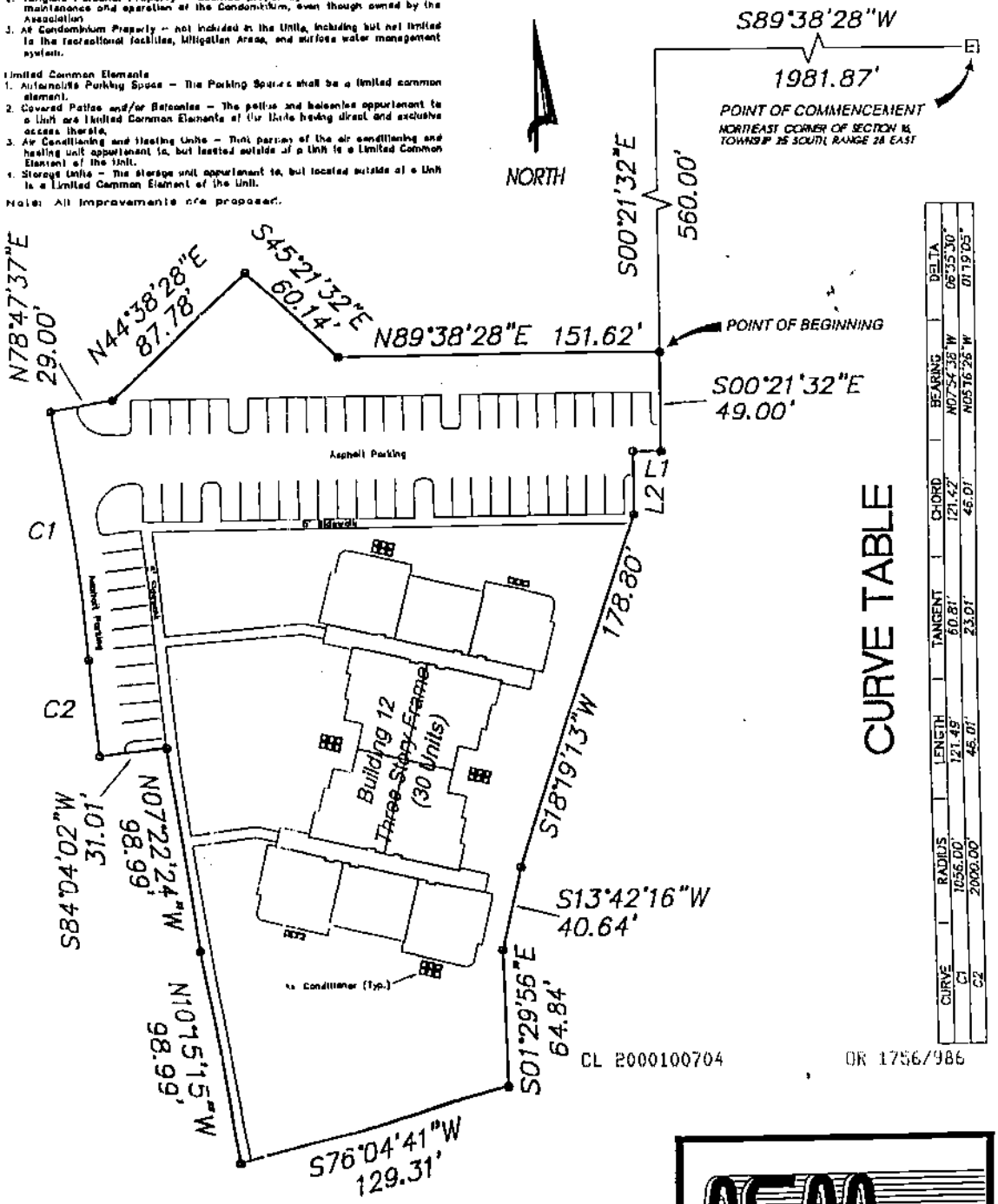
Limited Common Elements

1. Automobile Parking Space – The Parking Space shall be a limited common element.
2. Covered Patios and/or Balconies – The patios and balconies appurtenant to a Unit are Limited Common Elements of the Units having direct and exclusive access thereto.
3. Air Conditioning and Heating Units – That portion of the air conditioning and heating unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.
4. Storage Units – The storage unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.

Note: All improvements are proposed.

LINE TABLE

LINE	DIRECTION	DISTANCE
L1	S89°38'28"W	13.28'
L2	S00°21'32"E	31.00'



CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	1056.00'	121.49'	60.81'	121.42'	N07°54'38"W	06°35'30"
C2	2000.00'	46.01'	23.01'	46.01'	N05°16'26"W	01°19'05"

CL 2000100704 OR 1756/986

PRELIMINARY SITE PLAN

THIS IS NOT A BOUNDARY SURVEY.
NOT TO SCALE – 02/03/00

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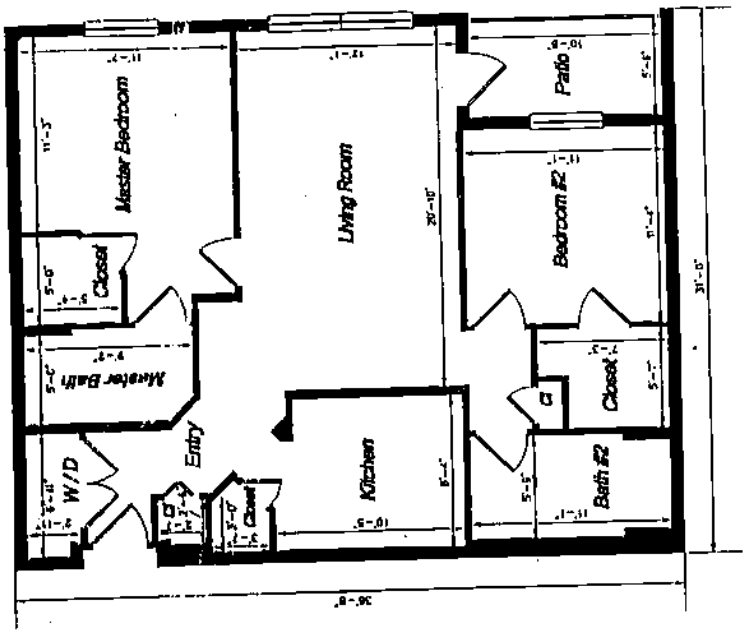
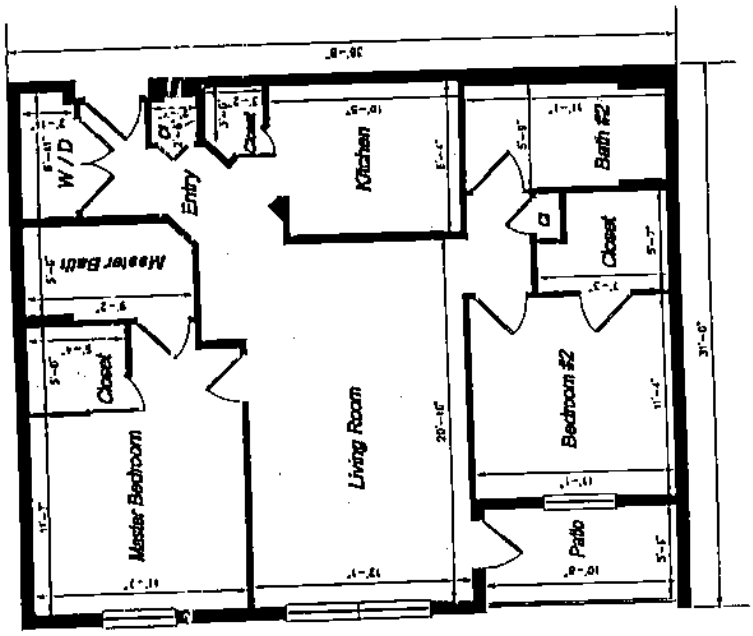
AMERICAN SURVEYING & MAPPING
330 EAST NORTH STREET SUITE 100 ORLANDO, FLORIDA 32801
(407) 426-7979

Wyndham Palms

A CONDOMINIUM

CL 2000100704 OR 1756/987





Phase 12

UNIT A - 1

TYPICAL FLOOR PLAN

NOT TO SCALE

ASM

AMERICAN SURVEYING & MAPPING

Wyndham Palms

A CONDOMINIUM

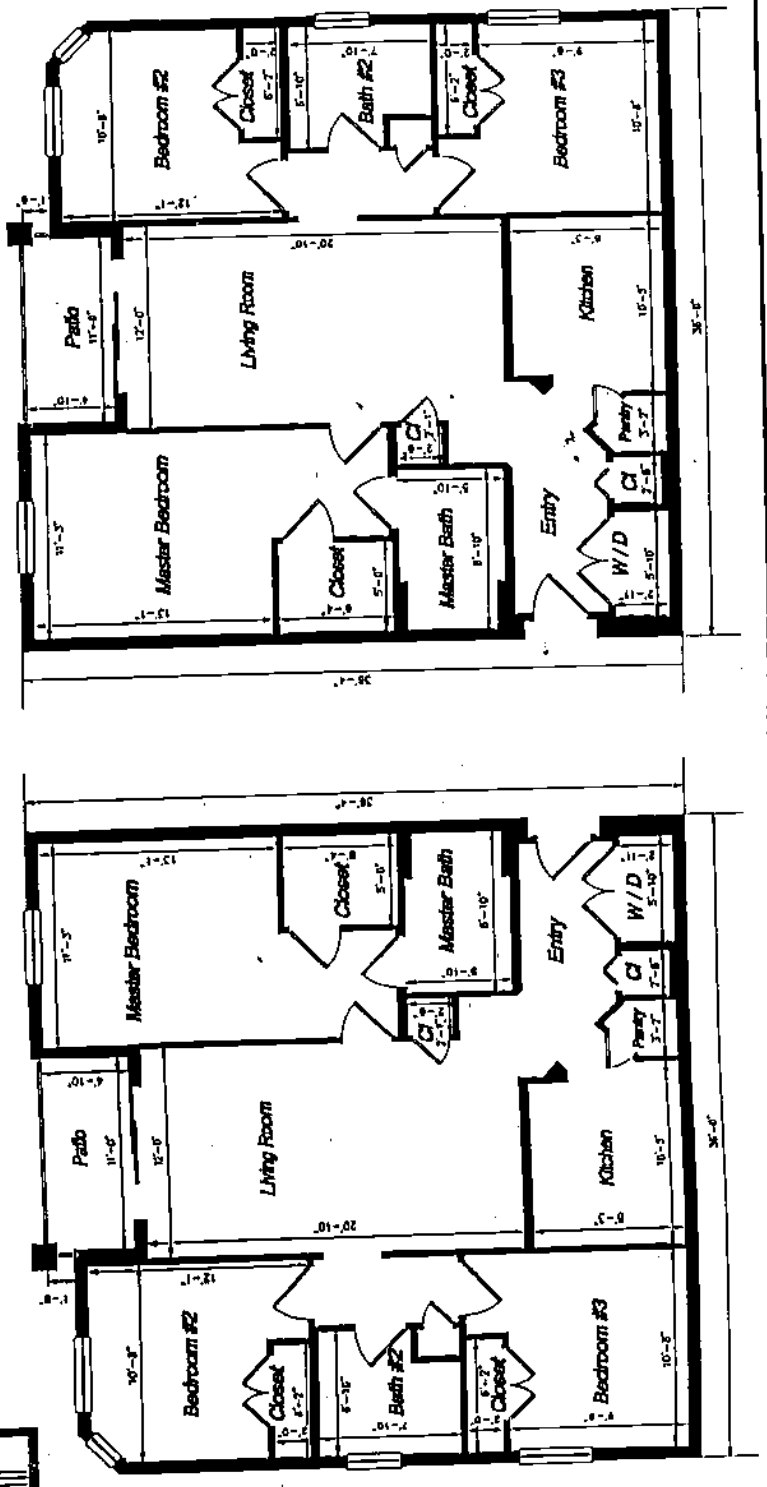
CL 2000100704 OR 1756/988

Phase 12

UNIT B - 1

TYPICAL FLOOR PLAN

NOT TO SCALE

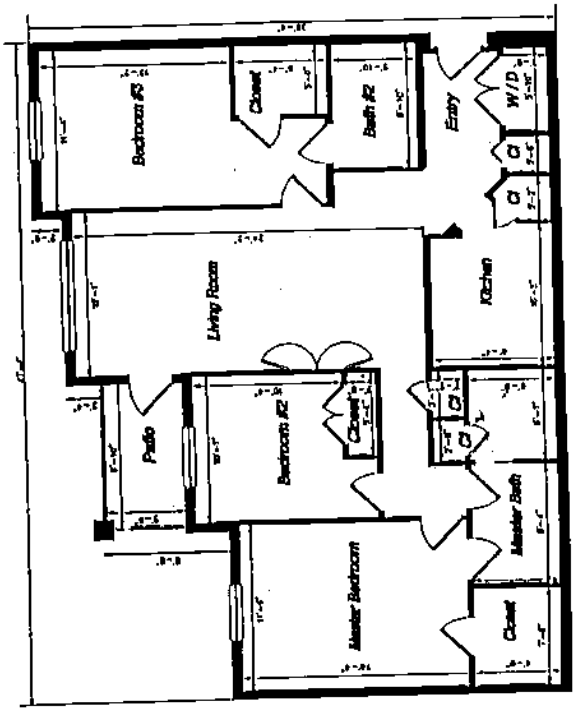


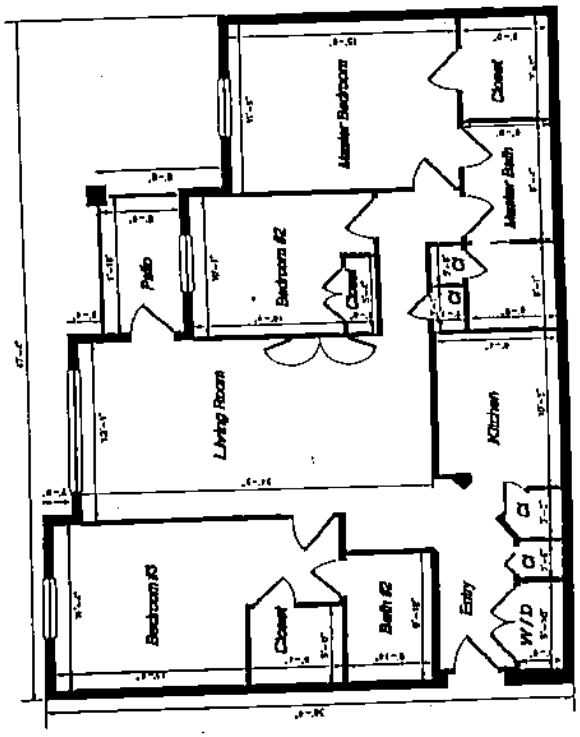
AMERICAN SURVEYING & MAPPING

Wyndham Palms

A CONDOMINIUM

CL 2000100704 OR 1756/989





Phase 12

UNIT B – 2

TYPICAL FLOOR PLAN

NOT TO SCALE

ASM

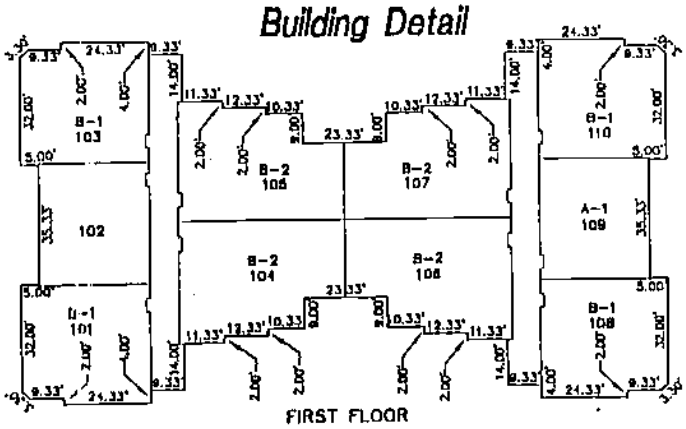
AMERICAN SURVEYING & MAPPING

Wyndham Palms

A CONDOMINIUM

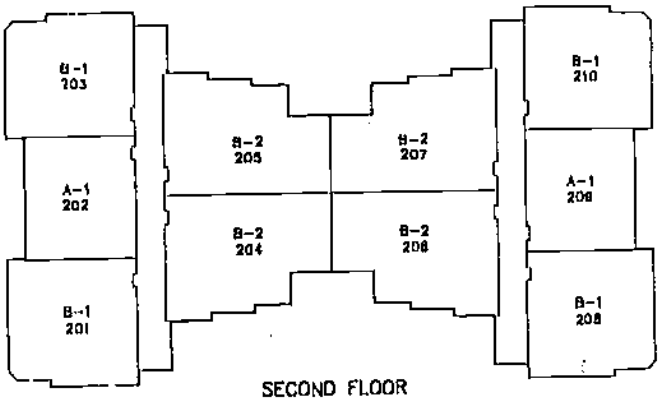
Phase 12

Building Detail

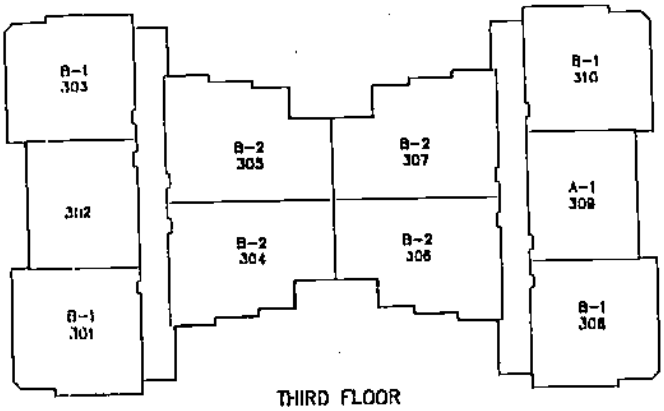


FIRST FLOOR

CL 2000100704 OR 1756/990



SECOND FLOOR



THIRD FLOOR

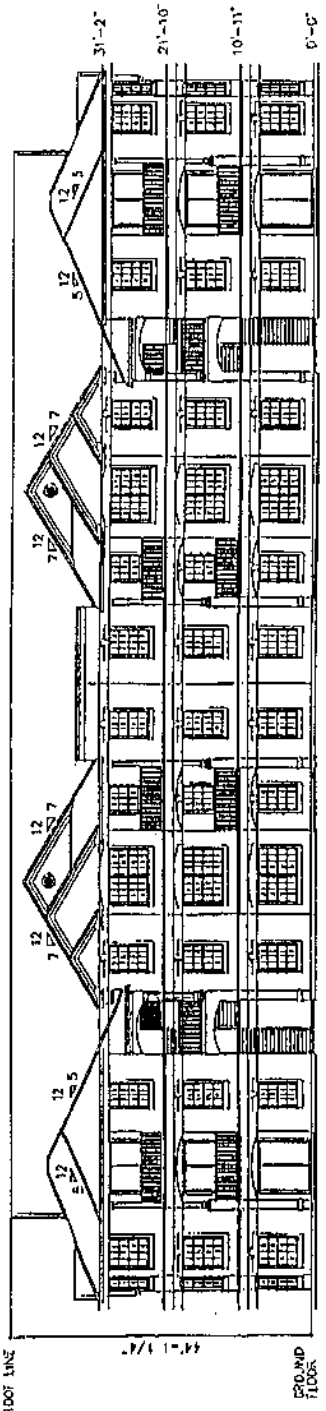
AMERICAN SURVEYING & MAPPING

A-1, B-1 & B-2 DENOTES UNIT FLOOR PLAN
SEE SHEETS 3 THRU 5

Wyndham Palms

A CONDOMINIUM

Phase 12



FRONT BUILDING ELEVATION
NOT TO SCALE

CL 2000100704

OR 1756/991

AMERICAN SURVEYING & MAPPING

CL 2000100704 OR 1756/992

LEGAL DESCRIPTION

PHASE 13

BEGINNING AT THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA, THENCE ALONG THE NORTH LINE OF SAID SECTION 16, SOUTH 89°38'28" WEST A DISTANCE OF 2208.48 FEET; THENCE DEPARTING THE NORTH LINE OF SECTION 16, SOUTH 00°21'32" EAST A DISTANCE OF 365.92 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°21'32" EAST A DISTANCE OF 119.08 FEET; THENCE SOUTH 45°21'32" EAST A DISTANCE OF 45.92 FEET; THENCE SOUTH 44°38'28" WEST A DISTANCE OF 87.78 FEET; THENCE SOUTH 78°47'37" WEST A DISTANCE OF 29.00 FEET TO A POINT ON A NON-TANGENT CURVE, SAID CURVE IS CONCAVE EASTERLY, HAVING A RADIUS OF 1056.00 FEET, AND AN INCLUDED ANGLE OF 4°30'21", (CHORD BEARING SOUTH 08°57'12" EAST, CHORD DISTANCE OF 83.03 FEET), RUN ALONG SAID CURVE A DISTANCE OF 83.05 FEET TO A POINT; THENCE SOUTH 83°17'58" WEST A DISTANCE OF 211.23 FEET; THENCE NORTH 10°23'16" WEST A DISTANCE OF 137.31 FEET; THENCE NORTH 21°31'48" WEST A DISTANCE OF 59.01 FEET; THENCE NORTH 83°10'08" EAST A DISTANCE OF 182.60 FEET; THENCE NORTH 68°35'38" EAST A DISTANCE OF 147.20 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.52 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, BRETT MOSCOVITZ, OF ORLANDO, FLORIDA, CERTIFY AS FOLLOWS:

1. I AM A SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA

2. THIS CERTIFICATE IS MADE TO WYNDHAM PALMS, A CONDOMINIUM LOCATED AT SANDHILL ROAD, KISSIMMEE, OSCEOLA COUNTY, FLORIDA AND IN COMPLIANCE WITH SECTION 718.104(4)(E), FLORIDA STATUTES.

3. THE CONSTRUCTION OF THE IMPROVEMENTS DESIGNATED AS PHASE 13 REFERENCED ON THE PLAT RECORDED IN CONDOMINIUM EXHIBIT BOOK PAGE(S) , PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA ("PLAT") WHICH IS ATTACHED AS EXHIBIT A-1 TO THE DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK PAGE(S) , PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, (DECLARATION), IS SUBSTANTIALLY COMPLETE SO THAT THE DESCRIPTION OF IMPROVEMENTS AS SHOWN ON THE ATTACHED SHEETS AS PHASE 13 TOGETHER WITH THE PROVISIONS OF THE DECLARATION IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT ON PHASE 13 CAN BE DETERMINED FROM THESE MATERIALS.

BRETT A. MOSCOVITZ
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION #5011

ASM INC.
AMERICAN SURVEYING & MAPPING
200 EAST SOUTH STREET SUITE 100 • ORLANDO, FLORIDA 32801
(407) 426-7979

EXHIBIT A-13

Wyndham Palms
A CONDOMINIUM

NOTES:

1. The bearing structure shown hereon based on the North line of Section 16, Township 25 South, Range 27 East, Osceola County, Florida, that being South 89°38'28" West.
2. Other easements over and benefiting the Condominium Property have been granted or retained in the Declaration of Condominium of Wyndham Palms Condominium, as amended from time to time. The Developer has reserved the right to grant other easements over the Condominium Property from time to time.

Common Elements Shall Include:

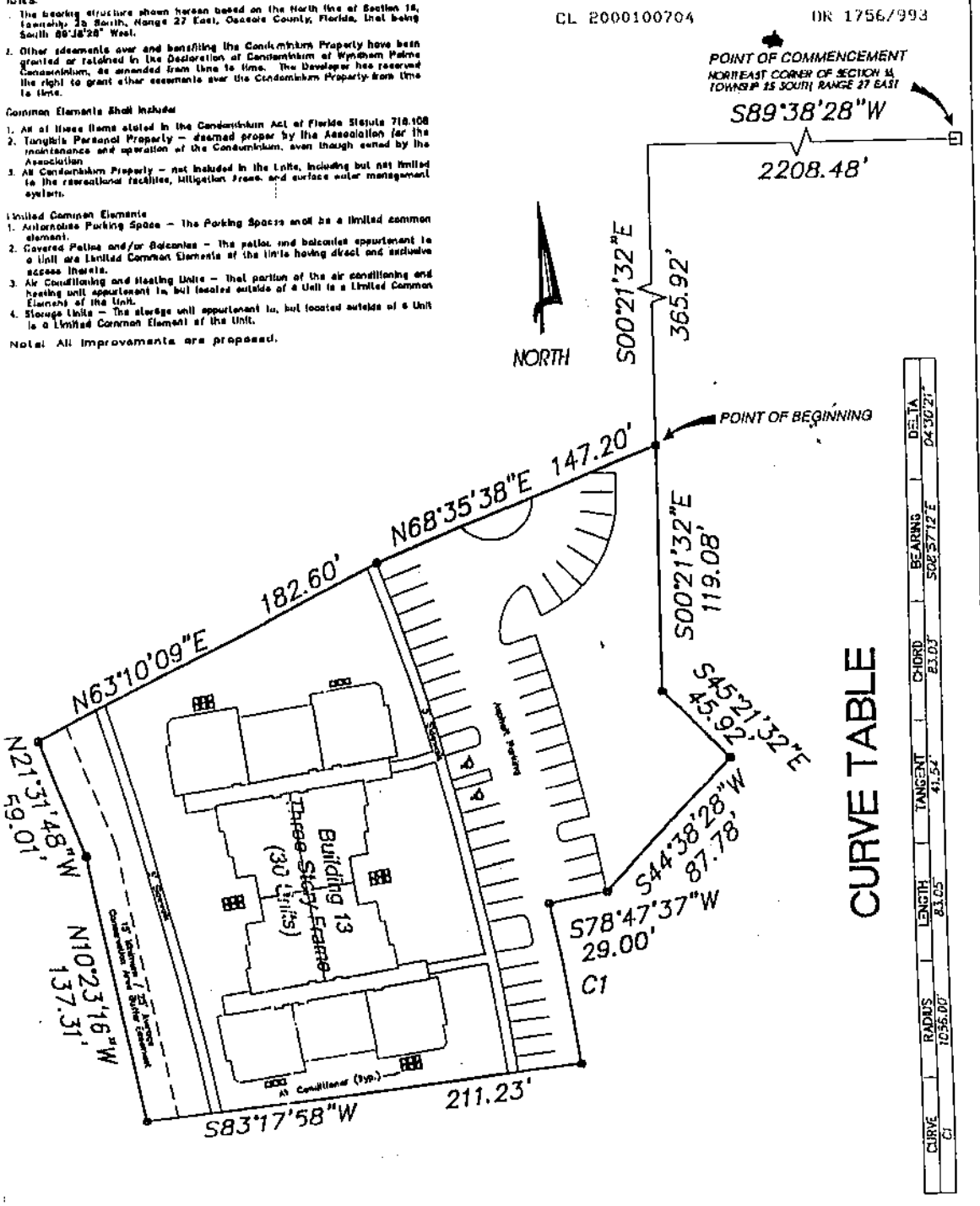
1. All of those items stated in the Condominium Act of Florida Statute 718.108
2. Tangible Personal Property – deemed proper by the Association for the maintenance and operation of the Condominium, even though owned by the Association
3. All Condominium Property – not included in the Units, including but not limited to the recreational facilities, litigation Areas, and surface water management system.

Limited Common Elements

1. Automobile Parking Space – The Parking Spaces shall be a limited common element.
2. Covered Patios and/or Balconies – The patios and balconies appurtenant to a Unit are Limited Common Elements of the Units having direct and exclusive access thereto.
3. Air Conditioning and Heating Units – That portion of the air conditioning and heating unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.
4. Storage Units – The storage unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.

Note: All improvements are proposed.

CL 2000100704 OR 1756/993



CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	1056.00'	83.05'	41.54'	83.03'	S02°57'12"E	04°30'21"

PRELIMINARY SITE PLAN

THIS IS NOT A BOUNDARY SURVEY.
NOT TO SCALE – 02/03/00

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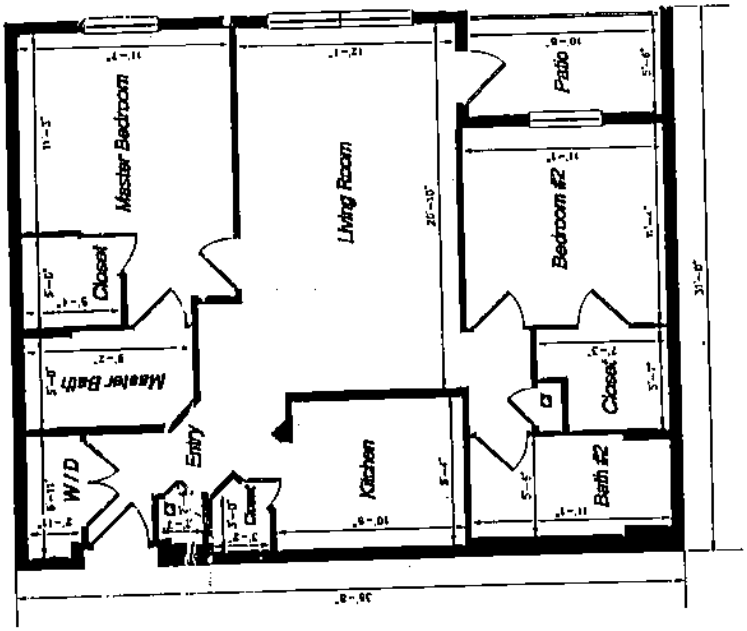
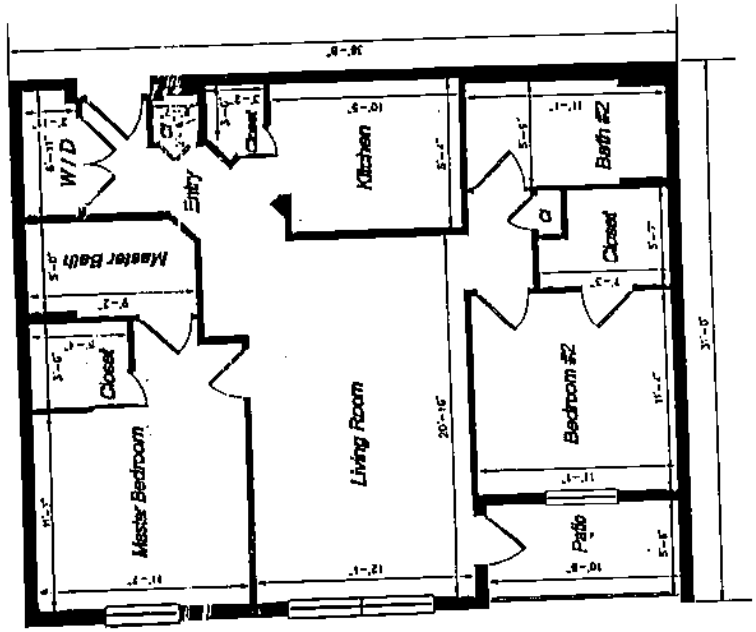
[illegible]

Wyndham Palms

A CONDOMINIUM

CL 2000100704 OR 1756/994





Phase 13

UNIT A – 1

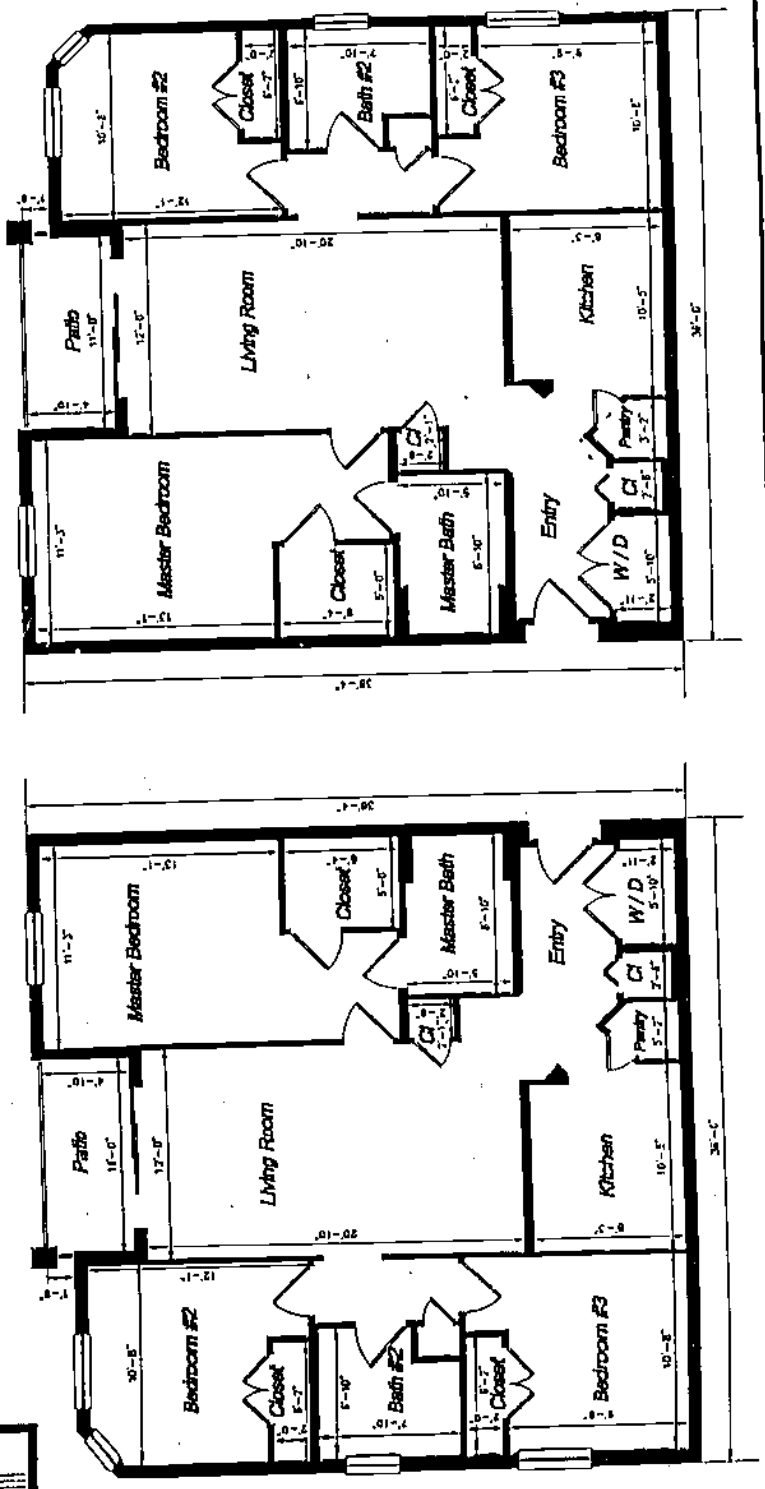
TYPICAL FLOOR PLAN

NOT TO SCALE

AMERICAN SURVEYING & MAPPING

Wyndham Palms

A CONDOMINIUM



Phase 13

UNIT B – 1

TYPICAL FLOOR PLAN

NOT TO SCALE

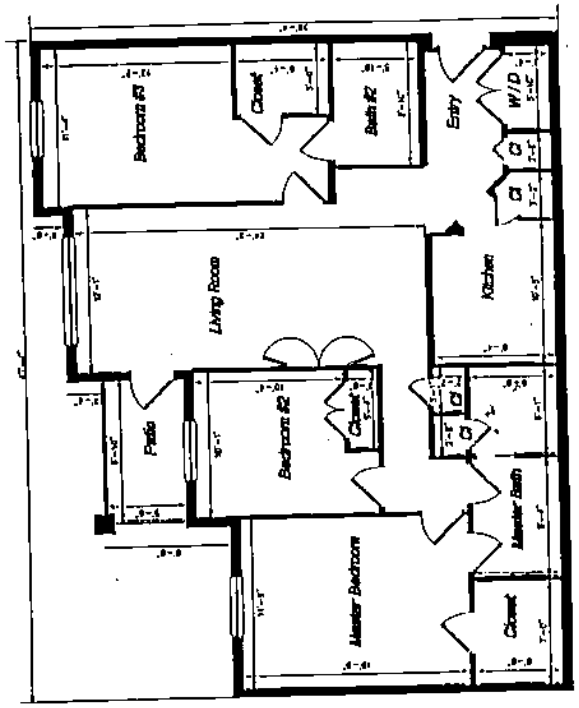
AMERICAN SURVEYING & MAPPING

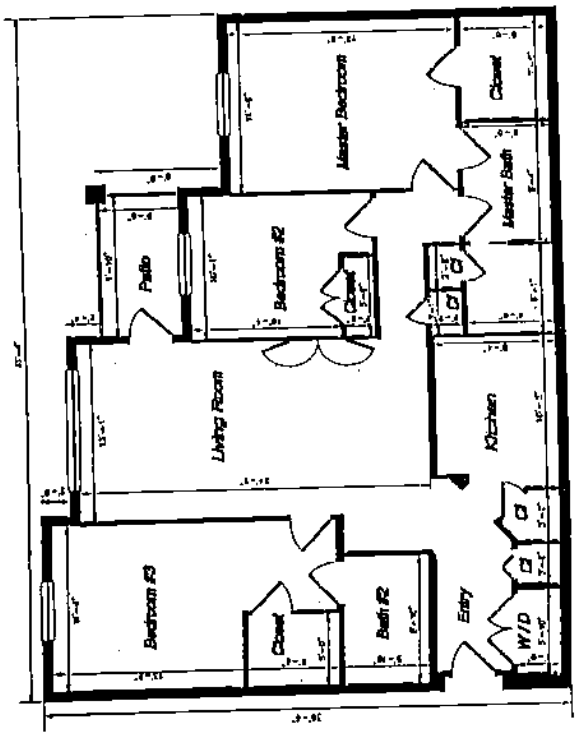
Wyndham Palms

A CONDOMINIUM

Phase 13

UNIT B - 2
TYPICAL FLOOR PLAN
NOT TO SCALE





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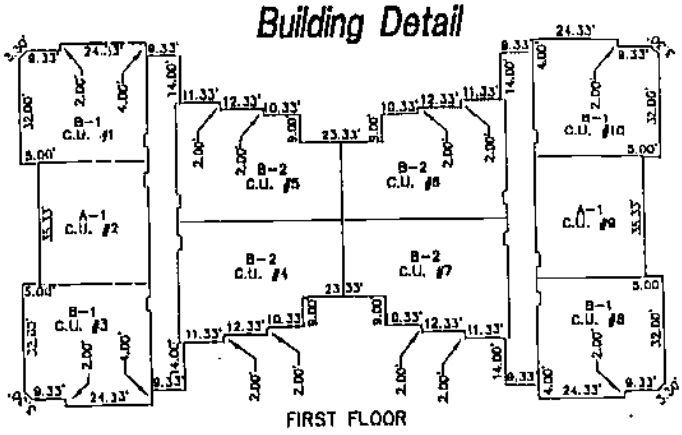
365 NORTH ORANGEWATER DRIVE • ORLANDO, FLORIDA 32811
(407) 426-7979

Wyndham Palms

A CONDOMINIUM

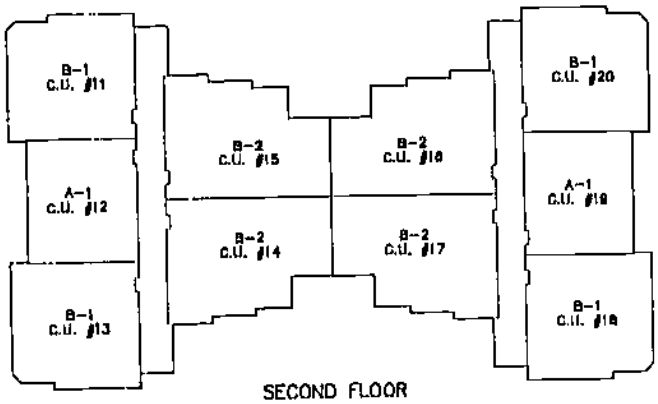
Phase 13

Building Detail

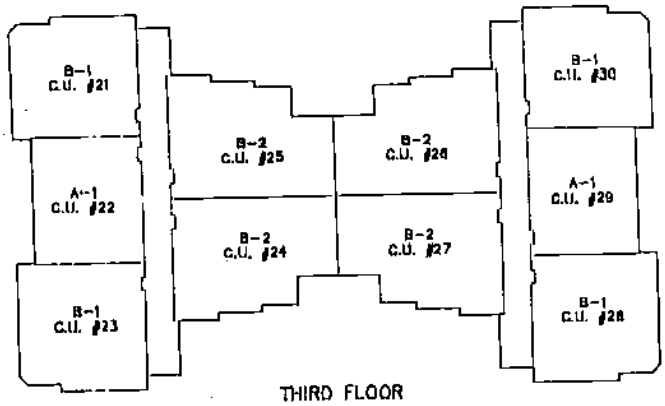


FIRST FLOOR

CL 2000100704 OR 1756/997



SECOND FLOOR



THIRD FLOOR

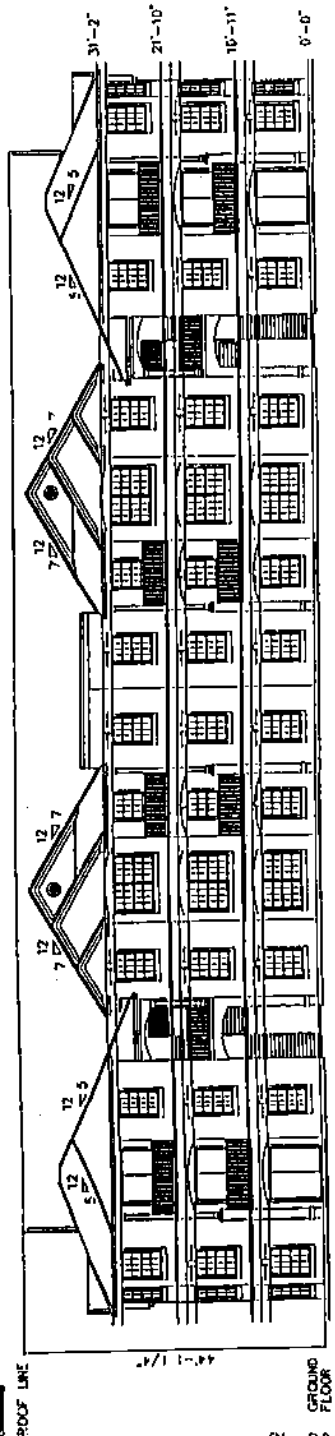
AMERICAN SURVEYING & MAPPING

A-1, B-1 & B-2 DENOTES UNIT FLOOR PLAN
SEE SHEETS 3 THRU 5

Wyndham Palms

A CONDOMINIUM

Phase 13



FRONT BUILDING ELEVATION
NOT TO SCALE

ASM
AMERICAN SURVEYING & MAPPING

CL 2000100704 OR 1756/998

CL 2000100704 OR 1756/999

LEGAL DESCRIPTION

PHASE 14

BEGINNING AT THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA, THENCE ALONG THE NORTH LINE OF SAID SECTION 16, SOUTH 89°38'28" WEST A DISTANCE OF 2448.49 FEET; THENCE DEPARTING THE NORTH LINE OF SECTION 16, SOUTH 00°21'32" EAST A DISTANCE OF 215.47 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 64°03'23" EAST A DISTANCE OF 114.80 FEET; THENCE SOUTH 26°47'09" EAST A DISTANCE OF 142.80 FEET; THENCE SOUTH 68°35'38" WEST A DISTANCE OF 68.40 FEET; THENCE SOUTH 63°10'09" WEST A DISTANCE OF 182.60 FEET; THENCE NORTH 21°31'48" WEST A DISTANCE OF 151.22 FEET; THENCE NORTH 38°07'39" WEST A DISTANCE OF 91.51 FEET; THENCE NORTH 70°04'41" EAST A DISTANCE OF 155.93 FEET; THENCE NORTH 51°42'24" EAST A DISTANCE OF 31.14 FEET TO THE POINT OF BEGINNING.SAID PARCEL CONTAINS 1.22 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, BRETT MOSCOVITZ, OF ORLANDO, FLORIDA, CERTIFY AS FOLLOWS:

1. I AM A SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA

2. THIS CERTIFICATE IS MADE TO WYNDHAM PALMS, A CONDOMINIUM LOCATED AT SANDHILL ROAD, KISSIMMEE, OSCEOLA COUNTY, FLORIDA AND IN COMPLIANCE WITH SECTION 718.104(4)(E), FLORIDA STATUTES.

3. THE CONSTRUCTION OF THE IMPROVEMENTS DESIGNATED AS PHASE 14 REFERENCED ON THE PLAT RECORDED IN CONDOMINIUM EXHIBIT BOOK PAGE(S) , PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA ("PLAT") WHICH IS ATTACHED AS EXHIBIT A-1 TO THE DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK PAGE(S) , PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, (DECLARATION), IS SUBSTANTIALLY COMPLETE SO THAT THE DESCRIPTION OF IMPROVEMENTS AS SHOWN ON THE ATTACHED SHEETS AS PHASE 14 TOGETHER WITH THE PROVISIONS OF THE DECLARATION IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT ON PHASE 14 CAN BE DETERMINED FROM THESE MATERIALS.

BRETT A. MOSCOVITZ
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION #5011

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AMERICAN SURVEYING & MAPPING
[illegible]

EXHIBIT A-14

Wyndham Palms

A CONDOMINIUM

NOTES:

1. The bearing structure shown hereon based on the North line of Section 15, Township 25 South, Range 27 East, Osceola County, Florida, that being South 89°38'28" West.
2. Other easements over and benefiting the Condominium Property have been granted or retained in the Declaration of Condominium of Wyndham Palms Condominium, as amended from time to time. The Developer has reserved the right to grant other easements over the Condominium Property from time to time.

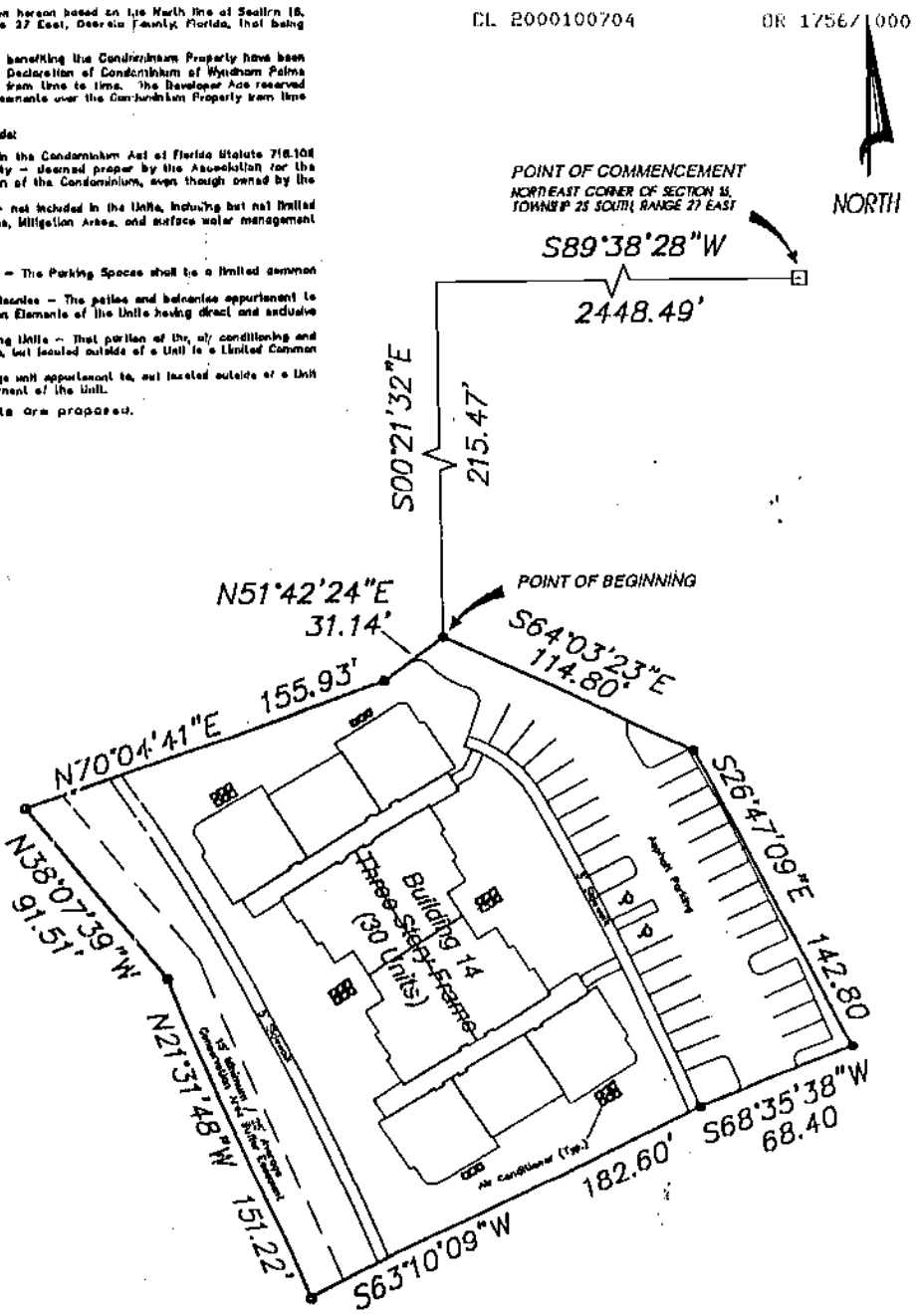
Common Elements Shall Include:

1. All of those items stated in the Condominium Act of Florida Statute 718.108
2. Tangible Personal Property – deemed proper by the Association for the maintenance and operation of the Condominium, even though owned by the Association
3. All Condominium Property – not included in the Units, including but not limited to the recreational facilities, Mitigation Areas, and surface water management system.

Limited Common Elements

1. Automobile Parking Space – The Parking Spaces shall be a limited common element.
2. Covered Patios and/or Balconies – The patios and balconies appurtenant to a Unit are Limited Common Elements of the Units having direct and exclusive access thereto.
3. Air Conditioning and Heating Units – That portion of the a/c conditioning and heating unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.
4. Storage Units – The storage unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.

Note: All improvements are proposed.



PRELIMINARY SITE PLAN

THIS IS NOT A BOUNDARY SURVEY.
NOT TO SCALE – 02/03/00

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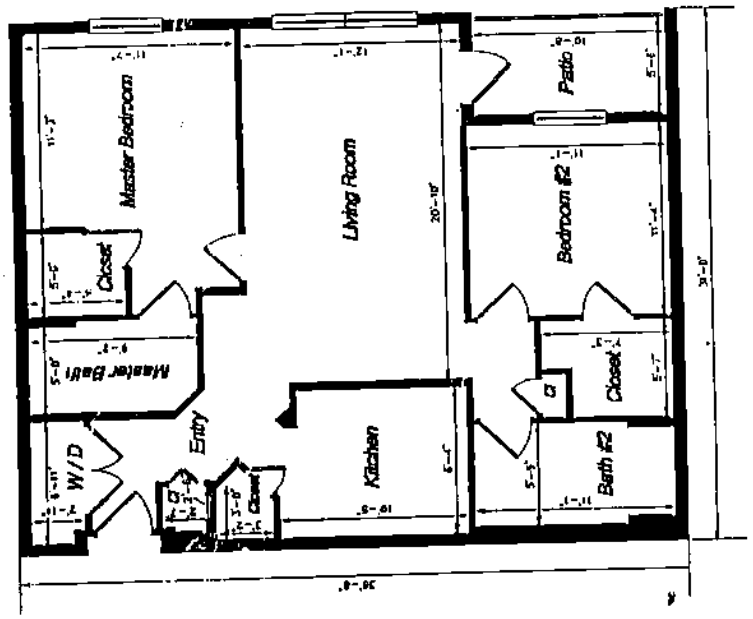
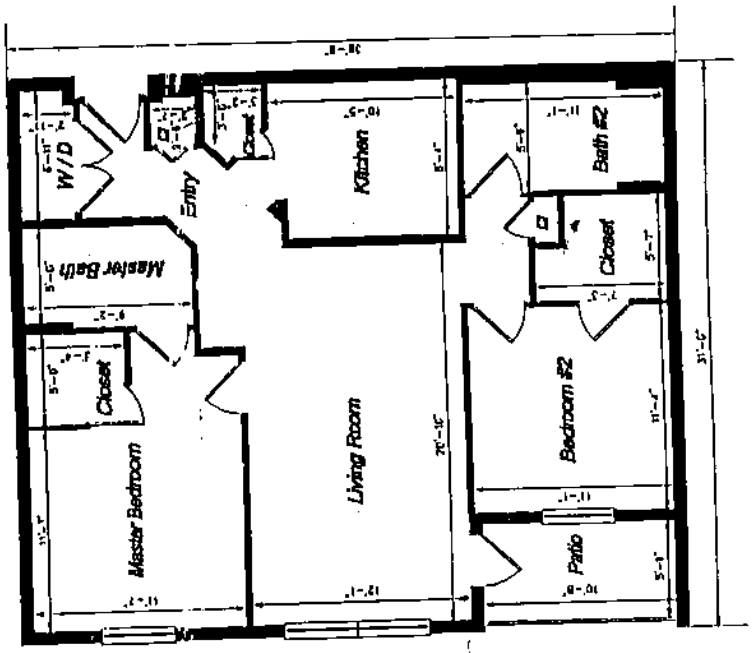
Wyndham Palms

A CONDOMINIUM

CL 2000100704 OR 1756/1001





Phase 14

UNIT A – 1

TYPICAL FLOOR PLAN

NOT TO SCALE

ASM

AMERICAN SURVEYING & MAPPING

Wyndham Palms

A CONDOMINIUM

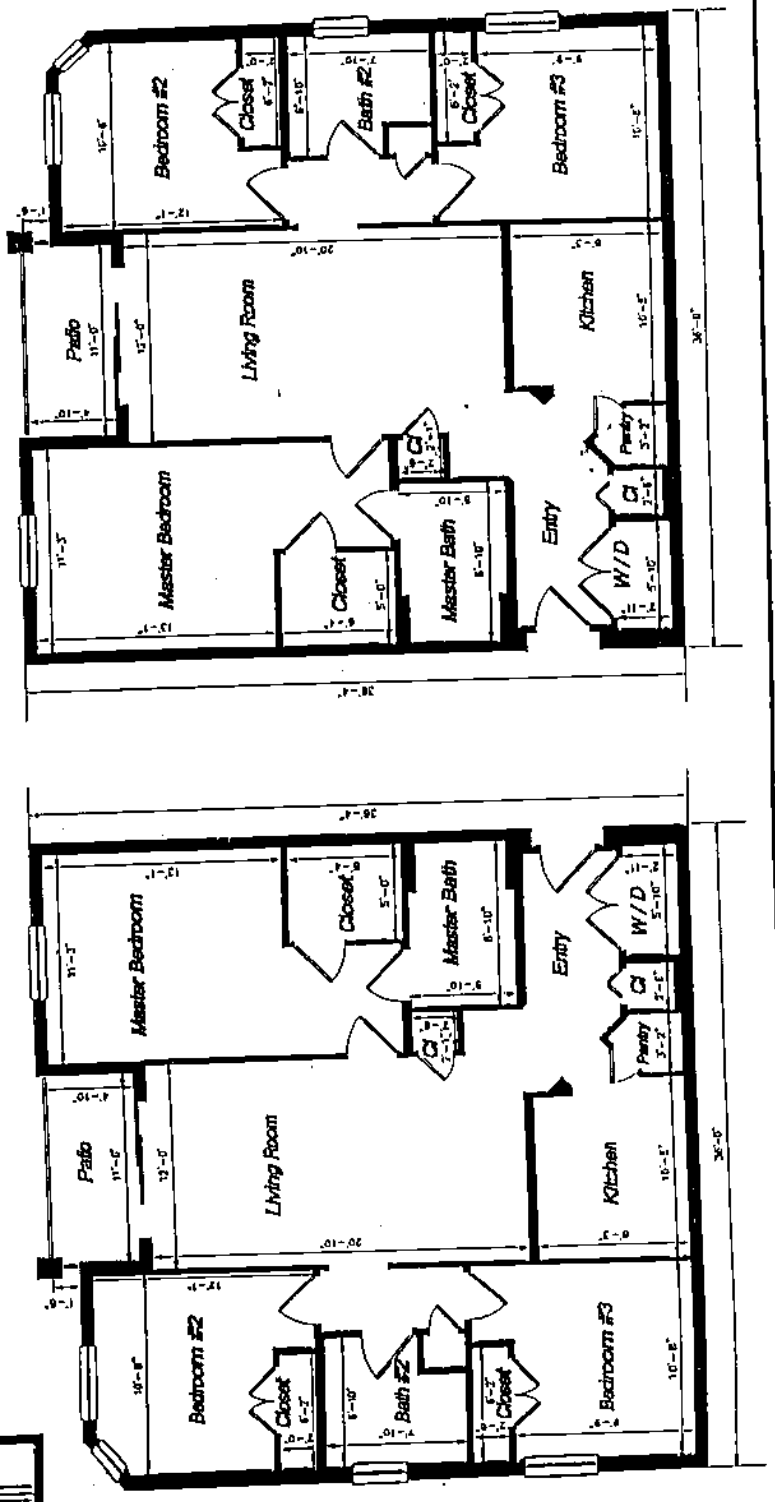
CL 2000100704 OR 1756/1002

Phase 14

UNIT B – 1

TYPICAL FLOOR PLAN

NOT TO SCALE



ASM

AMERICAN SURVEYING & MAPPING

Wyndham Palms

A CONDOMINIUM

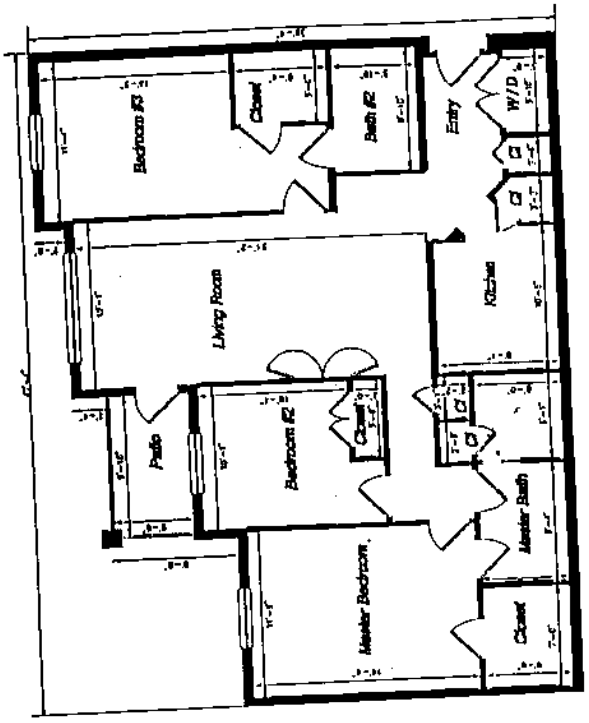
CL 2000100704 OR 1756/1003

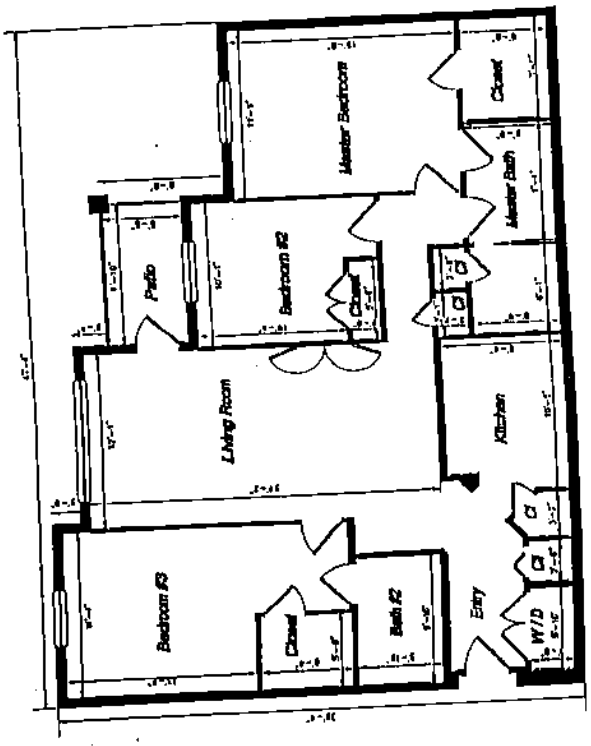
Phase 14

UNIT B - 2

TYPICAL FLOOR PLAN

NOT TO SCALE





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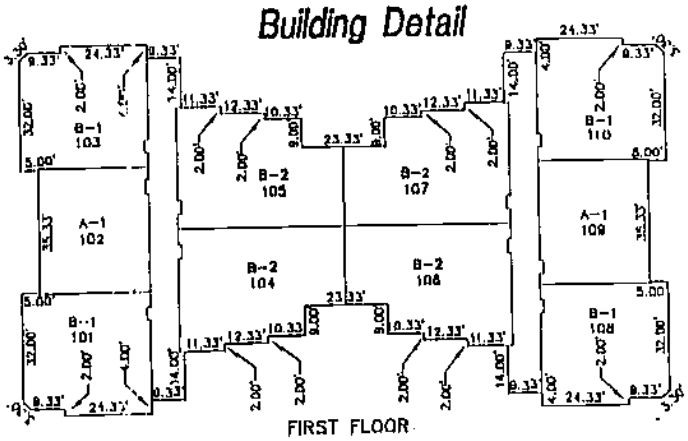
AMERICAN SURVEYING & MAPPING

Wyndham Palms

A CONDOMINIUM

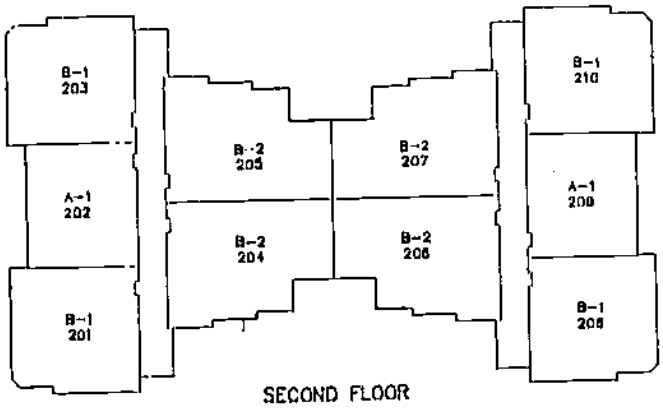
Phase 14

Building Detail

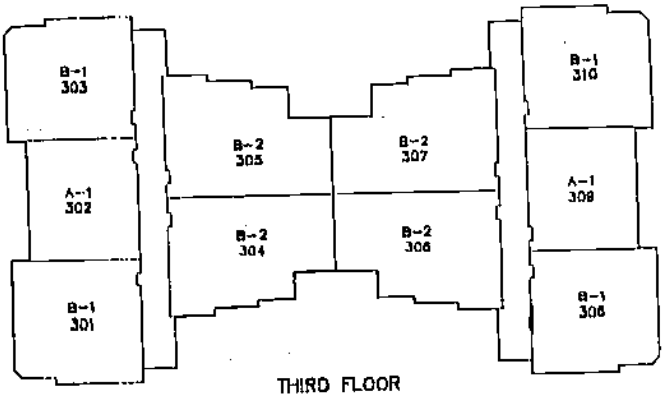


FIRST FLOOR

CL 2000100704 OR 1756/1004



SECOND FLOOR



THIRD FLOOR

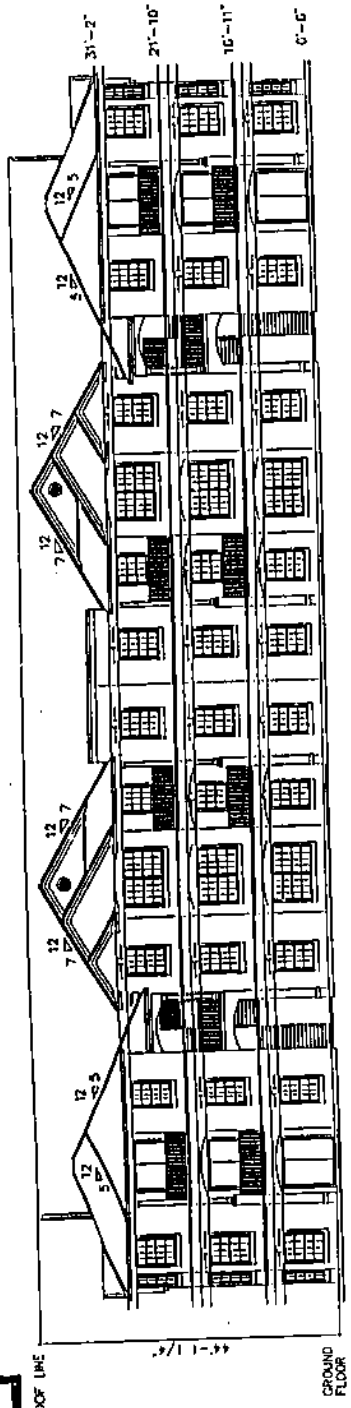
AMERICAN SURVEYING & MAPPING

A-1, B-1 & B-2 DENOTES UNIT FLOOR PLAN
SEE SHEETS 3 THRU 5

Wyndham Palms

A CONDOMINIUM

Phase 14



FRONT BUILDING ELEVATION
NOT TO SCALE

AMERICAN SURVEYING & MAPPING

CL 2000100704

OR 1756/1005

Wyndham Palms
A CONDOMINIUM

LEGAL DESCRIPTION

PHASE 15

BEGINNING AT THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA, THENCE ALONG THE NORTH LINE OF SAID SECTION 16, SOUTH 89°38'28" WEST A DISTANCE OF 2208.48 FEET; THENCE DEPARTING THE NORTH LINE OF SECTION 16, SOUTH 00°21'32" EAST A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°21'32" EAST A DISTANCE OF 315.92 FEET; THENCE SOUTH 68°35'38" WEST A DISTANCE OF 78.79 FEET; THENCE NORTH 26°47'09" WEST A DISTANCE OF 142.80 FEET; THENCE NORTH 64°03'23" WEST A DISTANCE OF 114.80 FEET; THENCE NORTH 51°42'24" EAST A DISTANCE OF 32.84 FEET; THENCE NORTH 13°53'07" WEST A DISTANCE OF 149.43 FEET; THENCE NORTH 89°38'28" EAST A DISTANCE OF 249.06 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.38 ACRES, MORE OR LESS.

CL 2000100704 : OR 1756/1006

SURVEYOR'S CERTIFICATE

I, BRETT MOSCOVITZ, OF ORLANDO, FLORIDA, CERTIFY AS FOLLOWS:

1. I AM A SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA

2. THIS CERTIFICATE IS MADE TO WYNDHAM PALMS, A CONDOMINIUM LOCATED AT SANDHILL ROAD, KISSIMMEE, OSCEOLA COUNTY, FLORIDA AND IN COMPLIANCE WITH SECTION 718.104(4)(E), FLORIDA STATUTES.

3. THE CONSTRUCTION OF THE IMPROVEMENTS DESIGNATED AS PHASE 15 REFERENCED ON THE PLAT RECORDED IN CONDOMINIUM EXHIBIT BOOK PAGE(S) , PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA ("PLAT") WHICH IS ATTACHED AS EXHIBIT A-1 TO THE DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK PAGE(S) , PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, (DECLARATION), IS SUBSTANTIALLY COMPLETE SO THAT THE DESCRIPTION OF IMPROVEMENTS AS SHOWN ON THE ATTACHED SHEETS AS PHASE 15 TOGETHER WITH THE PROVISIONS OF THE DECLARATION IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT ON PHASE 15 CAN BE DETERMINED FROM THESE MATERIALS.

BRETT A. MOSCOVITZ
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION #5011

ASM
AMERICAN SURVEYING & MAPPING
200 EAST SOUTH STREET SUITE 150 • ORLANDO, FLORIDA 32801
(407) 426-7979

EXHIBIT A-15

Wyndham Palms
A CONDOMINIUM

CL 2000100704 OR 1756/1007

NOTES:

1. The bearing structure shown hereon based on the North line of Section 16, Township 25 South, Range 27 East, Osceola County, Florida, that being South 89°38'28" West.
2. Other easements over and benefiting the Condominium Property have been granted or retained in the Declaration of Condominium of Wyndham Palms Condominium, as amended from time to time. The Developer has reserved the right to grant other easements over the Condominium Property from time to time.

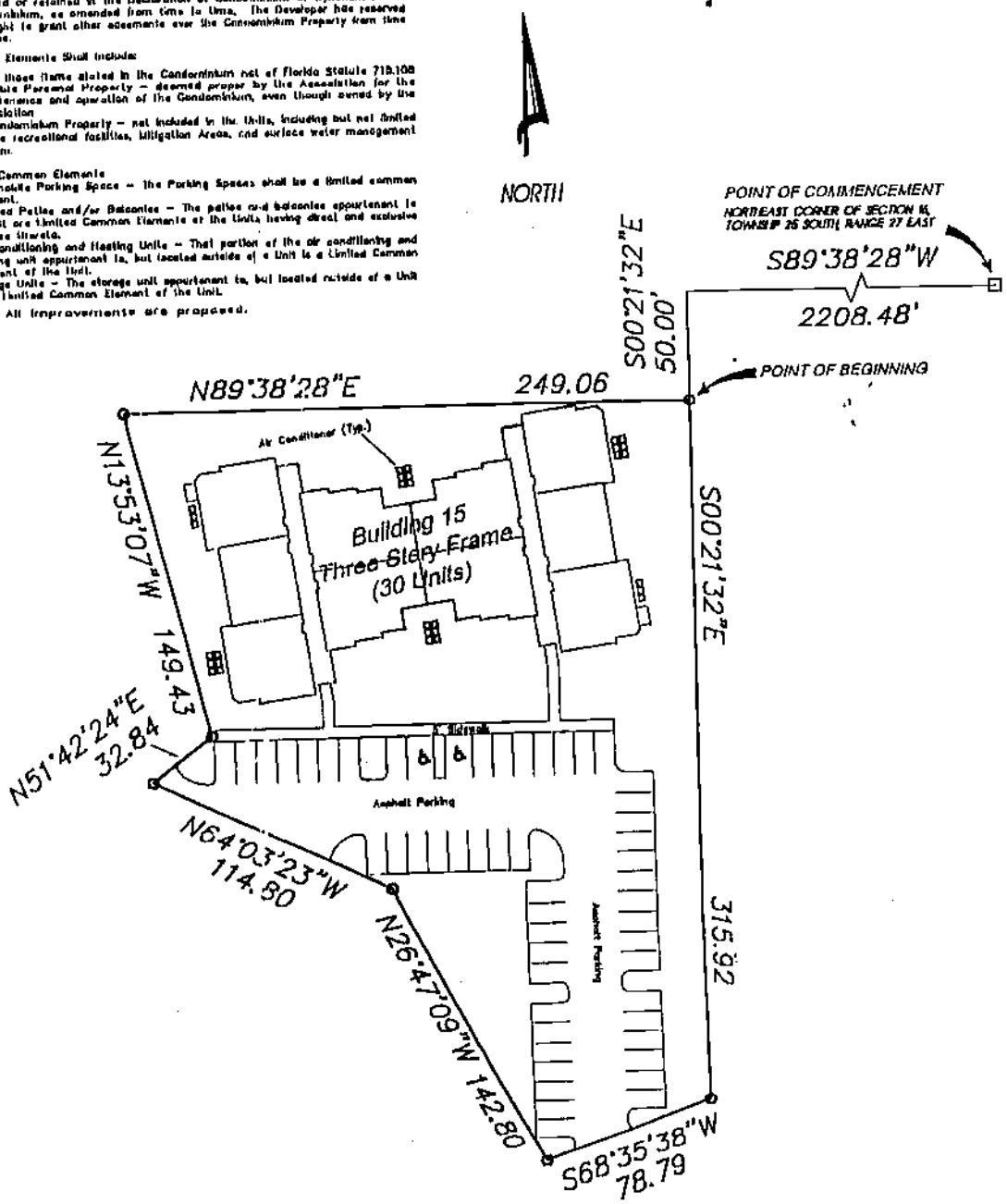
Common Elements Shall Include:

1. All of those items stated in the Condominium act of Florida Statute 718.108
2. Tangible Personal Property – deemed proper by the Association for the maintenance and operation of the Condominium, even though owned by the Association
3. All Condominium Property – not included in the Units, including but not limited to the recreational facilities, Mitigation Areas, and surface water management system.

Limited Common Elements

1. Automobile Parking Space – the Parking Spaces shall be a limited common element.
2. Covered Patios and/or Balconies – The patios and balconies appurtenant to a Unit are Limited Common Elements of the Units having direct and exclusive access thereto.
3. Air Conditioning and Heating Units – That portion of the air conditioning and heating unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.
4. Storage Units – The storage unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.

Note: All improvements are proposed.



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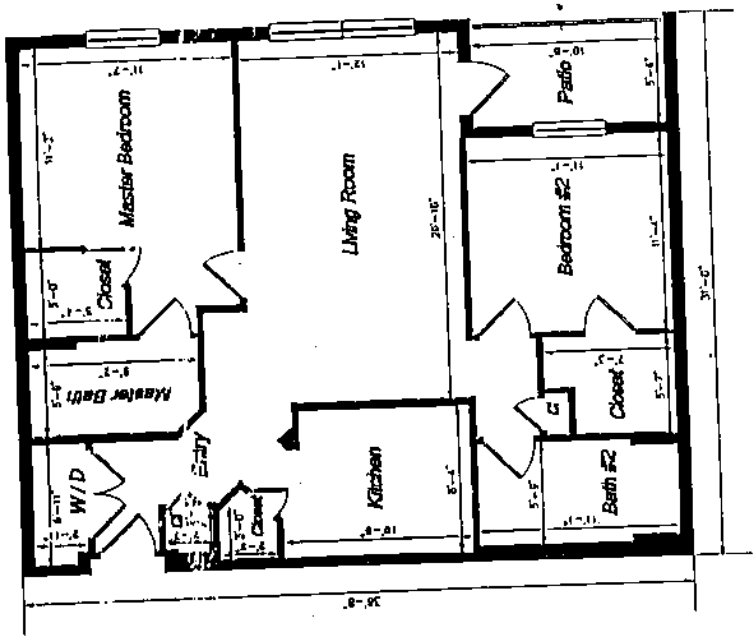
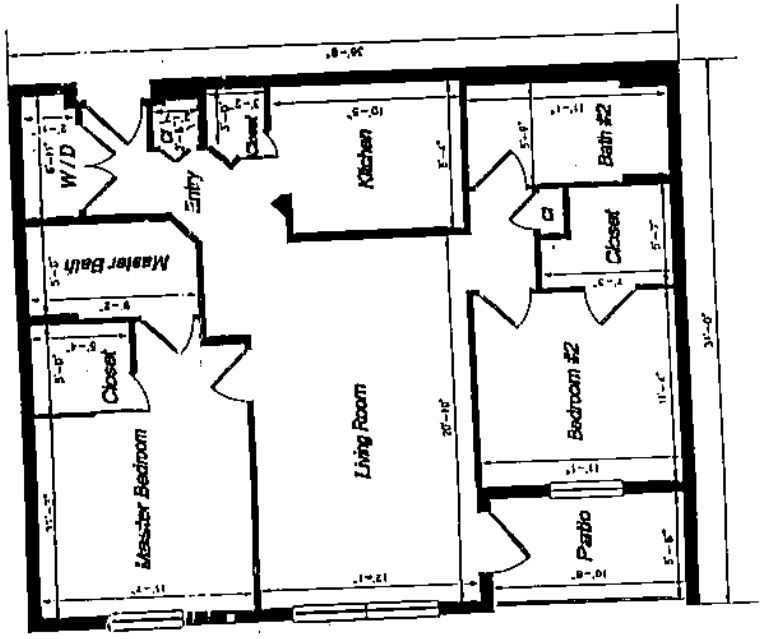
AMERICAN SURVEYING & MAPPING

Wyndham Palms

A CONDOMINIUM

CL 2000100704 OR 1756/1008





Phase 15

UNIT A – 1

TYPICAL FLOOR PLAN

NOT TO SCALE

ASM

AMERICAN SURVEYING & MAPPING

Wyndham Palms

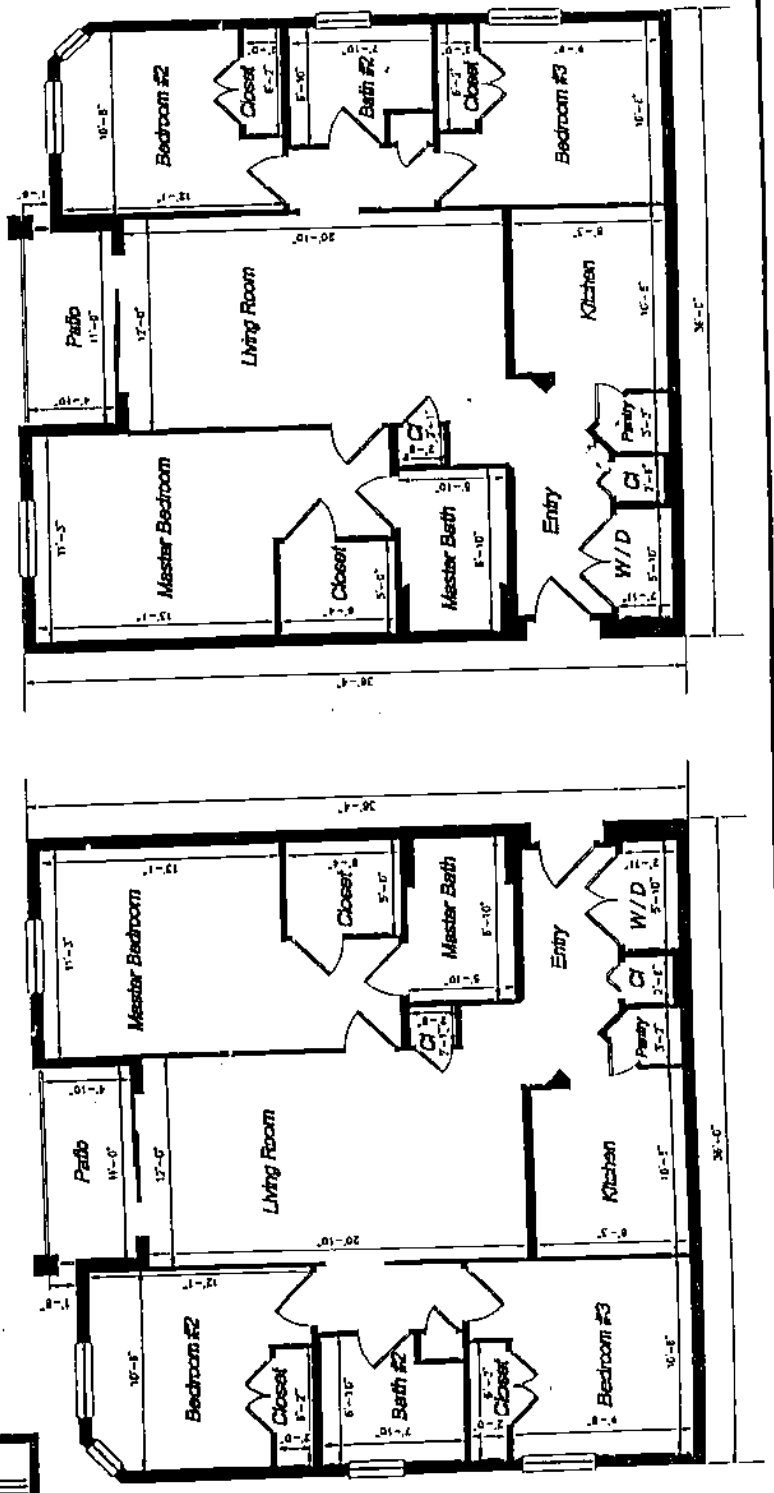
A CONDOMINIUM

Phase 15

UNIT B – 1

TYPICAL FLOOR PLAN

NOT TO SCALE



AMERICAN SURVEYING & MAPPING

Wyndham Palms

A CONDOMINIUM

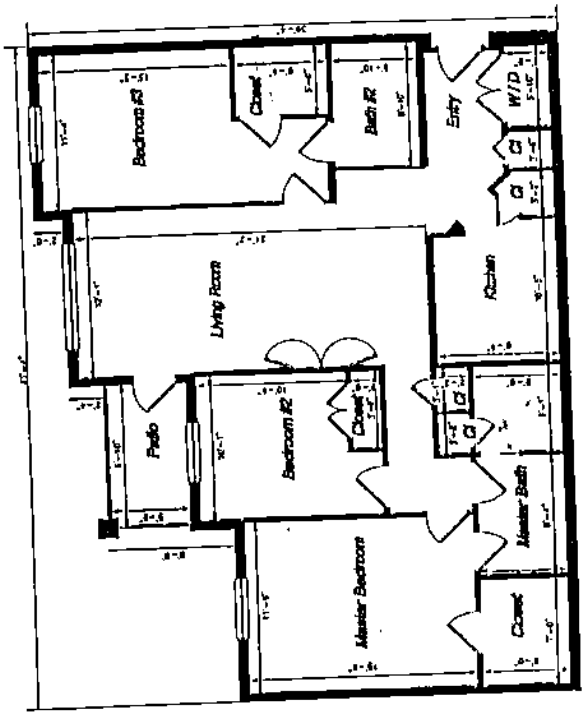
CL 2000100704 OR 1756/1010

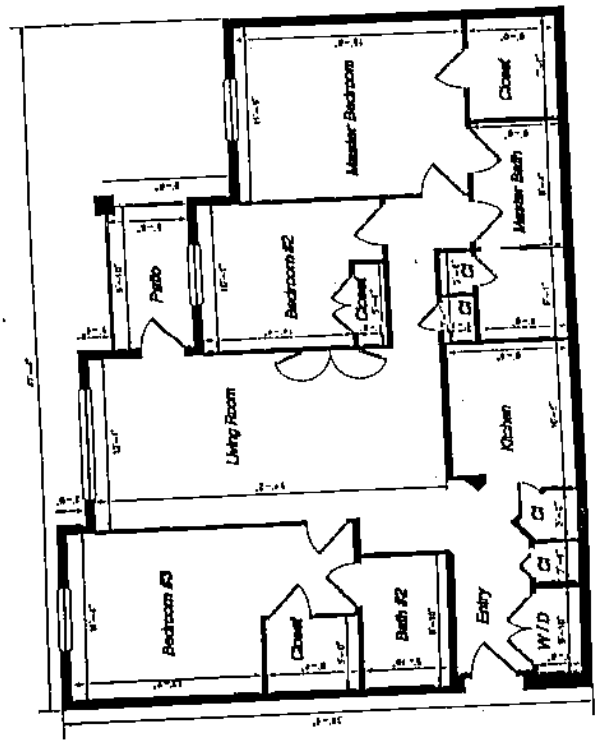
Phase 15

UNIT B - 2

TYPICAL FLOOR PLAN

NOT TO SCALE



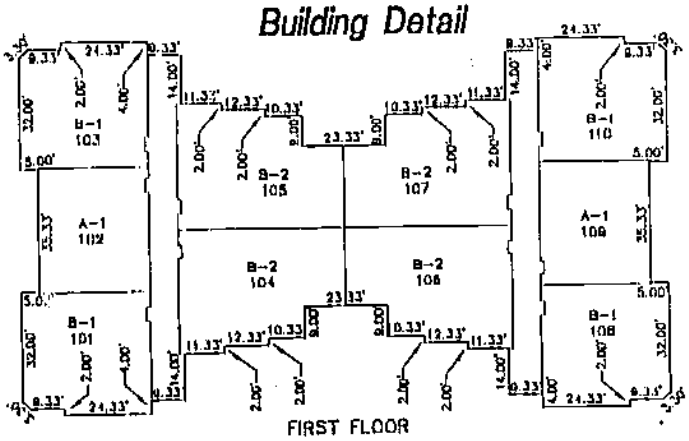


ASM

AMERICAN SURVEYING & MAPPING

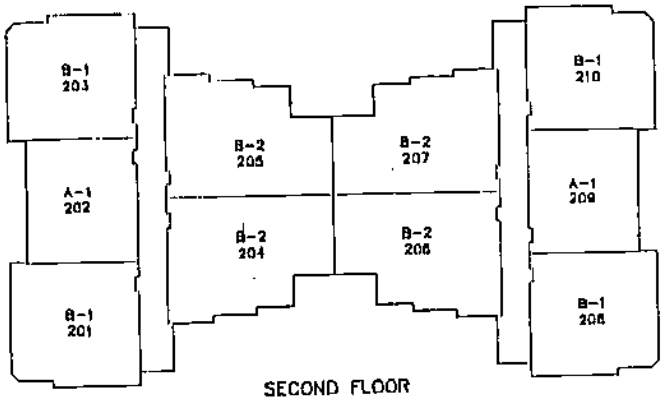
Wyndham Palms
A CONDOMINIUM

Phase 15
Building Detail

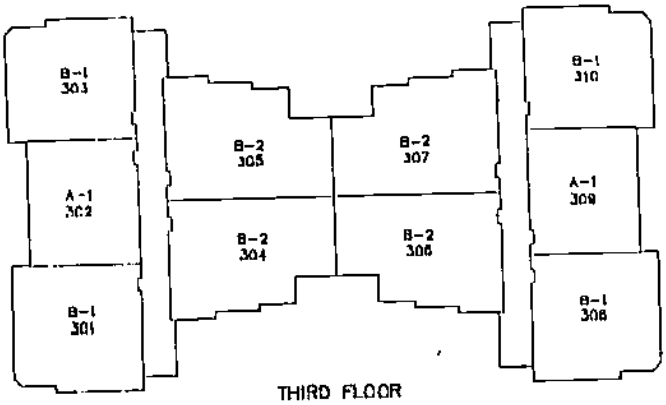


FIRST FLOOR

CI. 2000100704 OR 1756/1011



SECOND FLOOR



THIRD FLOOR

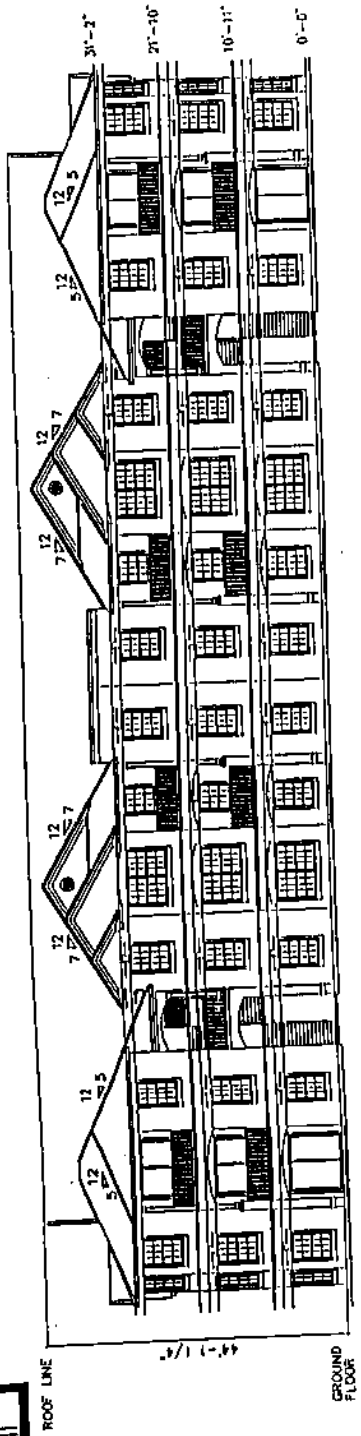
AMERICAN SURVEYING & MAPPING

A-1, B-1 & B-2 DENOTES UNIT FLOOR PLAN
SEE SHEETS 3 THRU 5

Wyndham Palms

A CONDOMINIUM

Phase 15



FRONT BUILDING ELEVATION
NOT TO SCALE

AMERICAN SURVEYING & MAPPING

CL 2000100704

OR 1756/1012

CL 2000100704 OR 1756/1013

LEGAL DESCRIPTION

PHASE 16

BEGINNING AT THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA, THENCE ALONG THE NORTH LINE OF SAID SECTION 16, SOUTH 89°38'28" WEST A DISTANCE OF 2257.54 FEET; THENCE, DEPARTING THE NORTH LINE OF SECTION 16, SOUTH 00°21'32" EAST A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 13°53'07" EAST A DISTANCE OF 149.43 FEET; THENCE SOUTH 51°42'24" WEST A DISTANCE OF 63.98 FEET; THENCE SOUTH 70°04'41" WEST A DISTANCE OF 155.93 FEET; THENCE NORTH 38°07'39" WEST A DISTANCE OF 185.03 FEET; THENCE NORTH 49°21'14" WEST A DISTANCE OF 139.72 FEET; THENCE NORTH 89°59'17" EAST A DISTANCE OF 183.19 FEET; THENCE NORTH 89°38'28" EAST A DISTANCE OF 198.02 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.38 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, BRETT MOSCOVITZ, OF ORLANDO, FLORIDA, CERTIFY AS FOLLOWS:

1. I AM A SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA

2. THIS CERTIFICATE IS MADE TO WYNDHAM PALMS, A CONDOMINIUM LOCATED AT SANDHILL ROAD, KISSIMMEE, OSCEOLA COUNTY, FLORIDA AND IN COMPLIANCE WITH SECTION 718.104(4)(E), FLORIDA STATUTES.

3. THE CONSTRUCTION OF THE IMPROVEMENTS DESIGNATED AS PHASE 16 REFERENCED ON THE PLAT RECORDED IN CONDOMINIUM EXHIBIT BOOK PAGE(S) , PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA ("PLAT") WHICH IS ATTACHED AS EXHIBIT A-1 TO THE DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK PAGE(S) , PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, (DECLARATION), IS SUBSTANTIALLY COMPLETE SO THAT THE DESCRIPTION OF IMPROVEMENTS AS SHOWN ON THE ATTACHED SHEETS AS PHASE 16 TOGETHER WITH THE PROVISIONS OF THE DECLARATION IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT ON PHASE 16 CAN BE DETERMINED FROM THESE MATERIALS.

BRETT A. MOSCOVITZ
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION #5011

ASM
AMERICAN SURVEYING & MAPPING
[illegible] EAST SOUTH STREET SUITE 101 • ORLANDO, FLORIDA 32801
(407) 426-7979

EXHIBIT A-16

Wyndham Palms

A CONDOMINIUM

CL 2000100704 OR 1756/1014

NOTES:

1. The bearing structure shown hereon based on the North line of Section 16, Township 25 South, Range 27 East, Osceola County, Florida, that being South 89°38'28" West.
2. Other easements over and benefiting the Condominium Property have been granted or retained in the Declaration of Condominium of Wyndham Palms Condominium, as amended from time to time. The Developer has reserved the right to grant other easements over the Condominium Property from time to time.

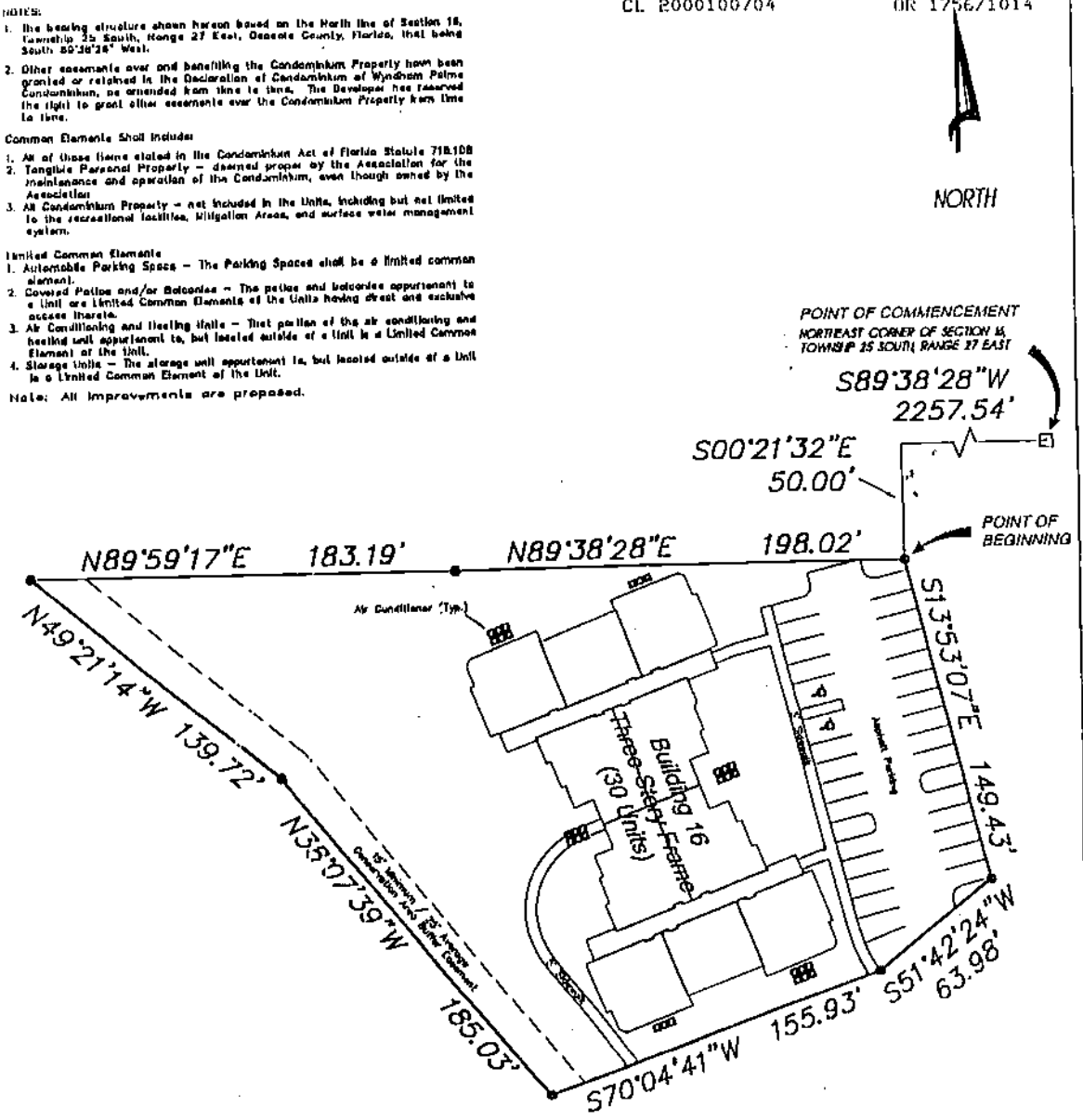
Common Elements Shall Include:

1. All of those items stated in the Condominium Act of Florida Statute 718.108
2. Tangible Personal Property – deemed proper by the Association for the maintenance and operation of the Condominium, even though owned by the Association
3. All Condominium Property – not included in the Units, including but not limited to the recreational facilities, Mitigation Areas, and surface water management system.

Limited Common Elements

1. Automobile Parking Space – The Parking Spaces shall be a limited common element.
2. Covered Patios and/or Balconies – The patios and balconies appurtenant to a Unit are Limited Common Elements of the Units having direct and exclusive access thereto.
3. Air Conditioning and Heating Units – That portion of the air conditioning and heating unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.
4. Storage Units – The storage unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.

Note: All improvements are proposed.



PRELIMINARY SITE PLAN

THIS IS NOT A BOUNDARY SURVEY.
NOT TO SCALE – 02/03/00

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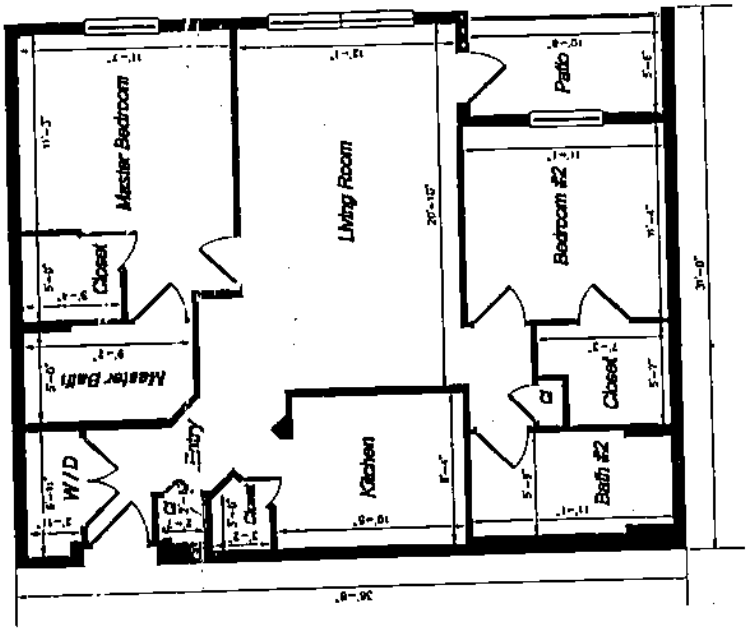
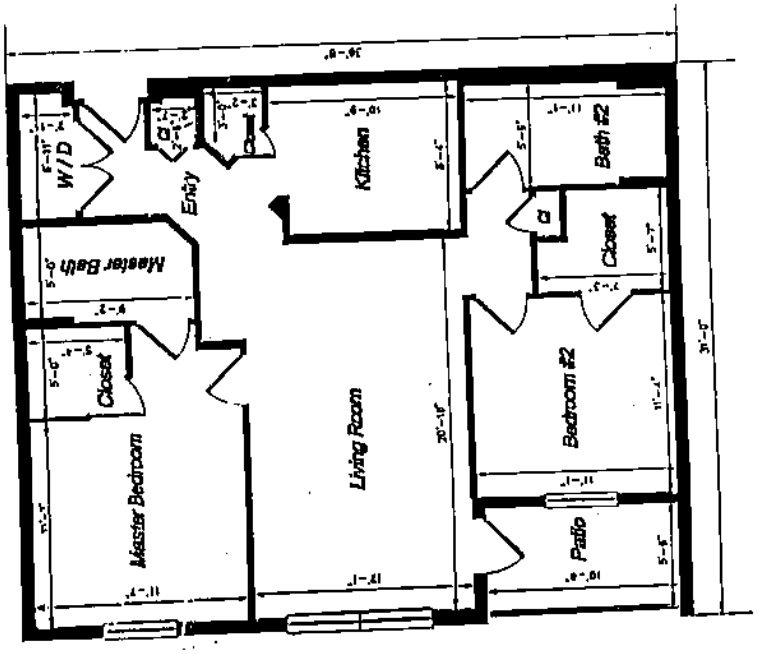
(407) 426-7979

Wyndham Palms

A CONDOMINIUM

CL 2000100704 OR 1756/1015





Phase 16

UNIT A – 1

TYPICAL FLOOR PLAN

NOT TO SCALE

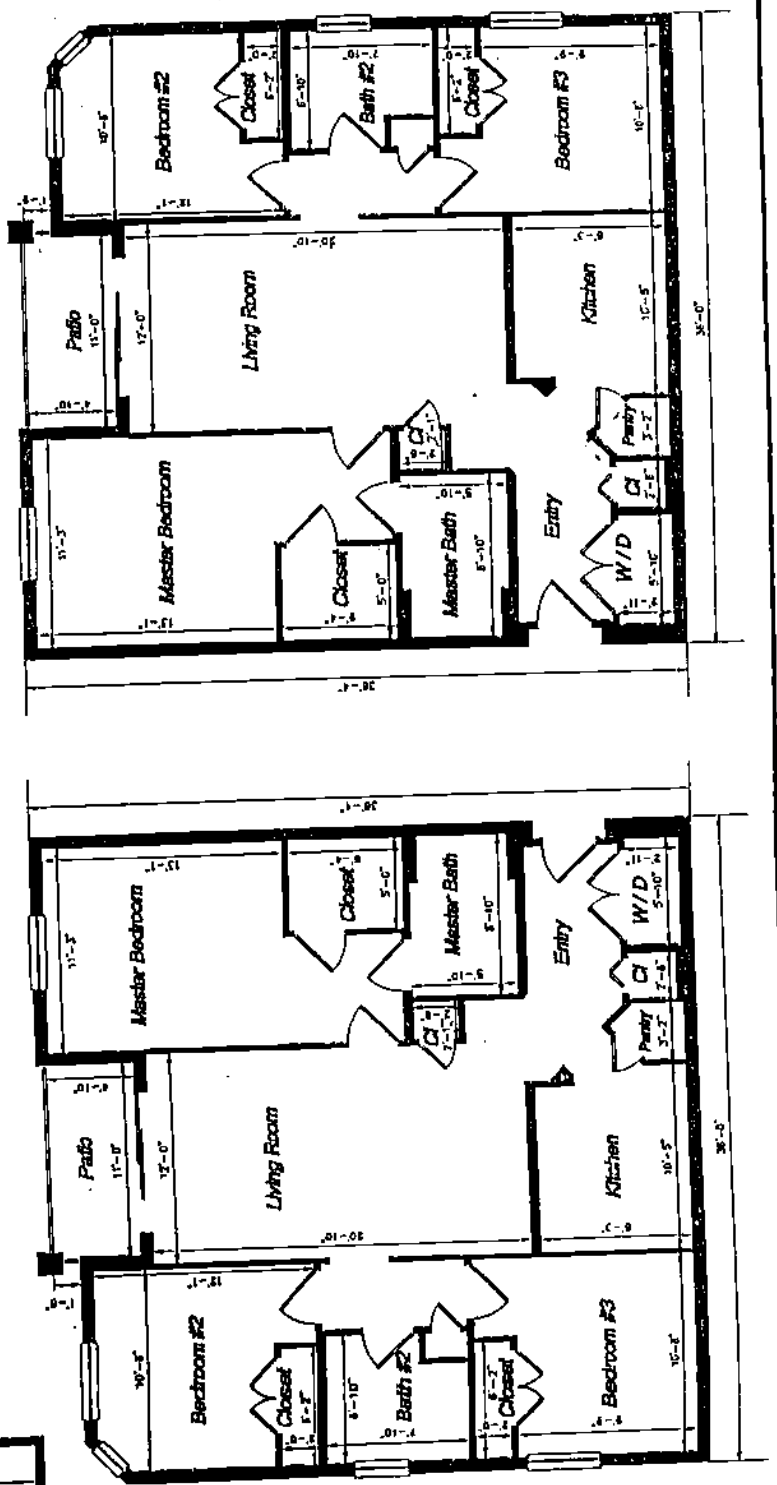
ASM

AMERICAN SURVEYING & MAPPING

Wyndham Palms

A CONDOMINIUM

CL 2000100704 OR 1756/1016



Phase 16

UNIT B – 1

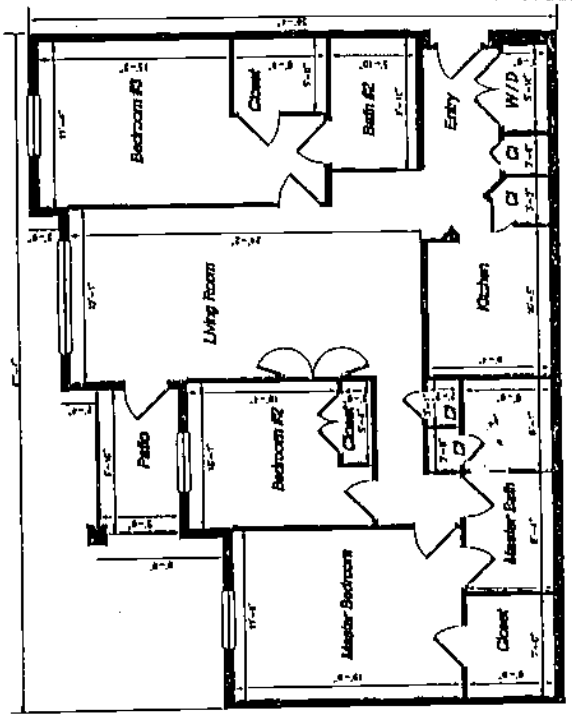
TYPICAL FLOOR PLAN

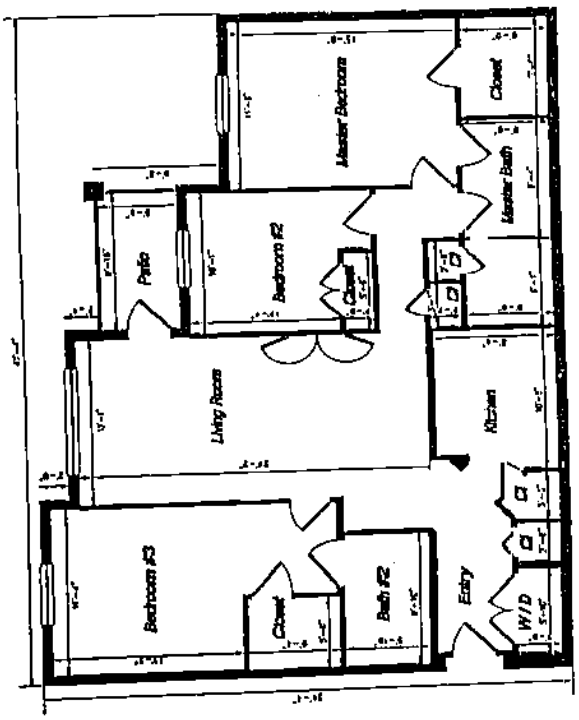
NOT TO SCALE

AMERICAN SURVEYING & MAPPING

Wyndham Palms

A CONDOMINIUM





Phase 16

UNIT B – 2

TYPICAL FLOOR PLAN

NOT TO SCALE

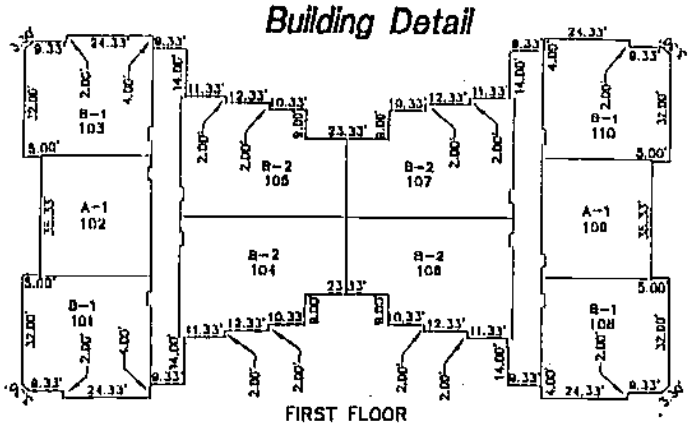
AMERICAN SURVEYING & MAPPING

Wyndham Palms

A CONDOMINIUM

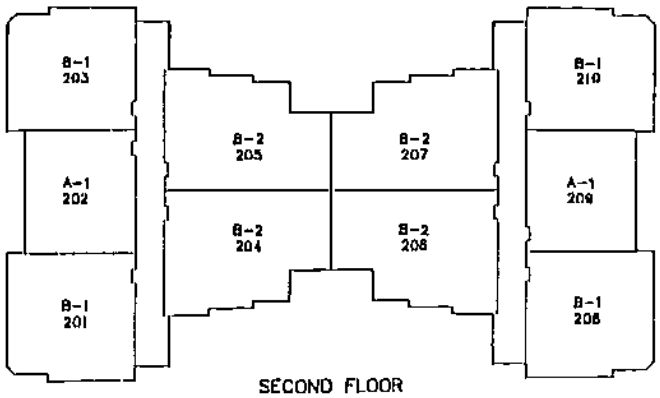
Phase 16

Building Detail

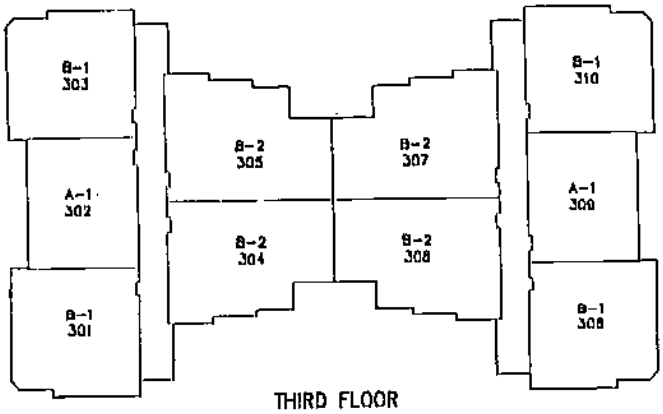


FIRST FLOOR

CL 2000100704 OR 1756/1018



SECOND FLOOR



THIRD FLOOR

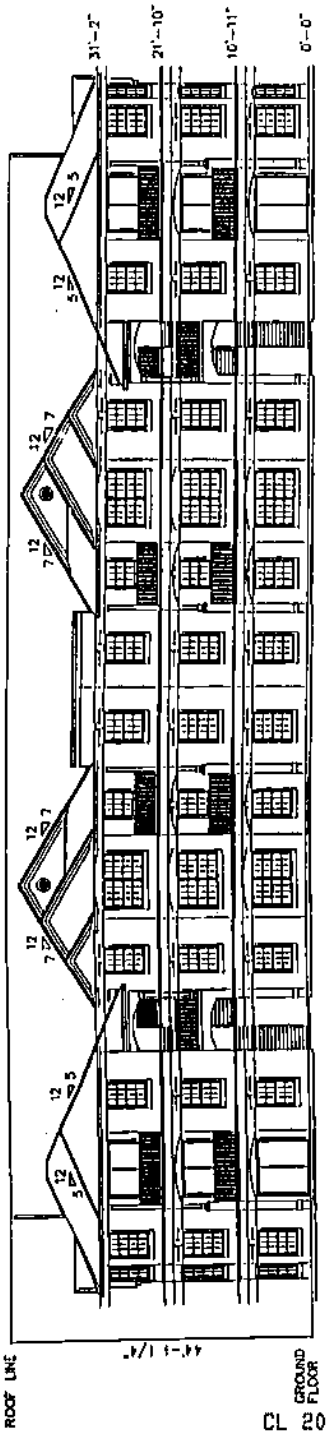
AMERICAN SURVEYING & MAPPING

A-1, B-1 & B-2 DENOTES UNIT FLOOR PLAN
SEE SHEETS 3 THRU 5

Wyndham Palms

A CONDOMINIUM

Phase 16



FRONT BUILDING ELEVATION
NOT TO SCALE

AMERICAN SURVEYING & MAPPING
[illegible] NORTH EDGEWATER DRIVE • ORLANDO, FLORIDA 32804
(407) 425-7979

CL 2000100704 OR 1756/1019

PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS AND OBLIGATION FOR COMMON EXPENSES

WYNDHAM PALMS, A CONDOMINIUM

EACH UNIT	SHARE OF OWNERSHIP
When Phase 1 is submitted to Condominium ownership	1/30
When Phase 2 is submitted to Condominium ownership	1/60
When Phase 3 is submitted to Condominium ownership	1/90
When Phase 4 is submitted to Condominium ownership	1/120
When Phase 5 is submitted to Condominium ownership	1/150
When Phase 6 is submitted to Condominium ownership	1/180
When Phase 7 is submitted to Condominium ownership	1/210
When Phase 8 is submitted to Condominium ownership	1/240
When Phase 9 is submitted to Condominium ownership	1/270
When Phase 10 is submitted to Condominium ownership	1/300
When Phase 11 is submitted to Condominium ownership	1/330
When Phase 12 is submitted to Condominium ownership	1/360
When Phase 13 is submitted to Condominium ownership	1/390
When Phase 14 is submitted to Condominium ownership	1/420
When Phase 15 is submitted to Condominium ownership	1/450
When Phase 16 is submitted to Condominium ownership	1/480

In any case in which a phase is added out of sequence, the share of ownership for each unit in such phase shall be a fraction having one (1) as the numerator and a denominator determined by adding the total number of units in the Condominium to the total units in the phase being added.

EXHIBIT "B"

State of Florida

Department of State

I certify from the records of this office that WYNDHAM PALMS CONDOMINIUM ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on June 19, 2000.

The document number of this corporation is N00000004014.

I further certify that said corporation has paid all fees due this office through December 31, 2000, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 500A00034788-061900-N00000004014-1/1, noted below.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Nineteenth day of June, 2000

Authentication Code: 500A00034788-061900-N00000004014-1/1

CL 2000100704 OR 1756/1021

GREAT SEAL OF THE STATE OF FLORIDA · IN GOD WE TRUST ·

CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

June 19, 2000

WYNDHAM PALMS CONDOMINIUM ASSOCIATION, INC.
C/O SENTRY MANAGEMENT, INC.
2180 WEST S.R. 434 SUITE 5000
LONGWOOD, FL 32779

CL 2000100704 OR 1756/1022

The Articles of Incorporation for WYNDHAM PALMS CONDOMINIUM ASSOCIATION, INC. were filed on June 19, 2000, and assigned document number N00000004014. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H00000032642.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at the address given below.

Neysa Culligan
Document Specialist
New Filings Section
Division of Corporations

Letter Number: 500A00034788

ARTICLES OF INCORPORATION

OF

WYNDHAM PALMS CONDOMINIUM ASSOCIATION, INC.

The undersigned do hereby associate themselves for the purpose of forming a corporation not for profit as allowed by Section 718 and Section 617 of the Florida Statutes. Pursuant to the provisions and laws of the State of Florida, we certify as follows:

1. NAME

The name of the corporation shall be WYNDHAM PALMS CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "Association", with its principal registered office located at c/o Sentry Management, Inc., 2180 West S.R. 434, Suite 5000, Longwood, Florida, 32779. The Board of Directors may, from time to time, move the principal office to any other address in Florida.

2. PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, hereinafter called the "Condominium Act", for the operation of WYNDHAM PALMS, A CONDOMINIUM (the "Condominium") to be created pursuant to the provisions of its Declaration of Condominium and the Condominium Act.

3. POWERS

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

3.1 The Association 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 of Incorporation or the Condominium Act.

3.2 The Association shall have all of the powers and duties set forth in the Condominium Act, these Articles of Incorporation and the Declaration of Condominium and its attendant documents, and all of the powers and duties reasonably necessary for operation of the Condominium. In the event of a conflict between the powers of the Association as is set forth in these Articles of Incorporation, the Bylaws, or the

Prepared by:
Julius J. Zschau, Esquire
911 Chestnut Street
Clearwater, FL 33756
727-461-1818
FL Bar No. 0195685

Declaration of Condominium and the Condominium Act, the Condominium Act shall prevail.

3.3 All funds and the titles to all properties acquired by the Association, 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 Bylaws of the Association, and the costs, expenses, maintenance, care and upkeep of such properties for the benefit of the members shall be considered common expenses of the Condominium.

3.4 The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws.

3.5 The Association shall have the power and authority to levy, charge, assess and collect fees, charges and assessments from the Unit Owners as allowed by the Declaration of Condominium.

3.6 The Association shall have the power to operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the South Florida Water Management District Permit No. _____ requirements and applicable District rules, and shall have the power to assist in the enforcement of the Declaration of Condominium which relate to the Surface Water or Stormwater Management System.

3.7 The Association shall have the power to levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

3.8 Notwithstanding anything herein to the contrary, the corporation shall exercise only such powers as are in furtherance of the exempt purposes of organizations set forth in Section 501(c)(7) of the Internal Revenue Code and its regulations as the same now exist or as they may be hereinafter amended from time to time.

3.9 The corporation shall have no power to declare dividends, and no part of its net earnings shall inure to the benefit of any member or director of the corporation or to any other private individual. The corporation shall have no power or authority to engage in activities which consist of carrying on propaganda or otherwise attempting to influence legislation or to participate in, or intervene in, any political campaign on behalf of any candidate for public office.

3.10 The corporation shall have no capital stock.

3.11 This Section shall not be construed to give the Association any powers not authorized by the Condominium Act.

4. MEMBERSHIP

4.1 The members of the Association shall consist of all of the record Owners of Units in the Condominium which have adopted these Articles, hereinafter referred to as "Units", 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 Membership shall be acquired by recording in the Public Records of the County within which the Condominium is situate, a deed or other instrument establishing record title to a Unit in the Condominium, the Owner designated by such instrument thus becoming a member of the Association, and the membership of the prior Owner being thereby terminated, provided, however, any party who owns more than one Unit shall remain a member of the Association so long as he shall retain title to or a fee ownership interest in any Unit.

4.3 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 Unit.

4.4 On all matters upon which the member shall be entitled to vote, there shall be one vote for each Unit, which vote may be exercised or cast in such manner as may be provided in the Bylaws of the Association. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned.

4.5 The Developer shall be a member of the Association and shall be allowed one vote for each Unit owned by the Developer.

5. EXISTENCE

The Corporation shall have perpetual existence.

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the South Florida Water Management District prior to such termination, dissolution or liquidation.

6. SUBSCRIBERS

The name and address of the subscriber to these Articles of Incorporation is:

JULIUS J. ZSCHAU, ESQUIRE
911 Chestnut Street
Clearwater, Florida 33756

7. OFFICERS

The affairs of the Association shall be administered by a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time designate. Any person may hold two offices, excepting that the same person shall not hold the office of President and Secretary. Officers of the Association shall be those set forth herein or elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, 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:

President:	Kevin Mays 555 Winderley Place, Suite 420 Maitland, Florida 32751
Secretary:	Judith Duncan 555 Winderley Place, Suite 420 Maitland, Florida 32751
Treasurer:	Charlie O'Sullivan 555 Winderley Place, Suite 420 Maitland, Florida 32751

8. DIRECTORS

8.1 The affairs of the Association shall be managed by a Board of Directors who need not be members of the Association. The membership of the Board shall consist of not less than three (3) Directors until the control of the Association is transferred to the Unit Owners other than the Developer pursuant to Florida Statute 718.301. Thereafter, the Board shall consist of not less than five (5) Directors. Provided, however, that the Board shall always consist of an odd number of Directors.

8.2 Directors of the Association shall be elected at the annual meeting of the members in the manner provided by the Bylaws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws.

8.3 The Directors named in these Articles shall serve until the first election of Directors, and any vacancies in office occurring before the first election shall be filled by the remaining Directors and/or the Developer. The first election of Directors shall not be held until the Developer, as defined in the Declaration of Condominium, is required by law to elect directors in accordance with Florida Statute 718.301. The term of the first Board of Directors or their replacements, shall continue until the Developer

voluntarily relinquishes control of the Association, or relinquishes control as required by Florida Statute §718.301(1)(a)-(e) as follows:

(1) When unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer shall be entitled to elect no less than one-third of the members of the board of administration of the association. Unit owners other than the developer are entitled to elect not less than a majority of the members of the board of administration of an association:

(a) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(b) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(c) When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business;

(d) When some of the units have been conveyed to purchasers and none of the other are being constructed or offered for sale by the developer in the ordinary course of business; or

(e) Seven years after recordation of the declaration of condominium; or, in the case of an association which may ultimately operate more than one condominium, 7 years after recordation of the declaration for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to s. 718.403, 7 years after recordation of the declaration creating the initial phase, whichever occurs first. The developer is entitled to elect at least one member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 500 units, of the units in a condominium operated by the association. Following the time the developer relinquishes control of the association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority member of the board of administration.

8.4 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:

Kevin Mays	555 Winderley Place, Suite 420 Maitland, Florida 32751

Judith Duncan	555 Winderley Place, Suite 420 Maitland, Florida 32751
Charlie O'Sullivan	555 Winderley Place, Suite 420 Maitland, Florida 32751

9. INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceedings or the settlement of any proceeding to which he or she may be a party, or in which he or she may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he or she is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance, malfeasance, or nonfeasance, or found to have breached his or her fiduciary duty, in the performance of his duties. The foregoing right of indemnification shall be in addition to and exclusive of all other rights and remedies to which such Director or Officer may be entitled.

10. BYLAWS

The Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided therein.

11. AMENDMENT

These Articles of Incorporation shall be amended in the following manner:

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

11.2 A resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by the members of the Association. A member may propose such an amendment by instrument in writing directed to any member of the Board of Directors signed by not less than twenty percent (20%) of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President, or in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Directors and members not present in person at the meeting considering the amendment may express their approval in writing provided such approval is delivered to the Secretary at or prior to the meeting. Except as provided herein, such approval must be either by:

(a) Not less than sixty-six and two-thirds percent (66-2/3%) of the entire membership of the Board of Directors and by not less than sixty-six and two-thirds percent (66-2/3%) of the votes of the entire membership of the Association; or

(b) Not less than sixty-six and two-thirds percent (66-2/3%) of the votes of the entire membership of the Association.

11.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of the members, nor any change in Paragraph 3.3, without approval in writing by all members and the joinder of all record Owners of mortgages on the Condominium Units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium. No amendment shall be made without the written approval of the Developer if such amendment shall cause an assessment of the Developer as a Unit Owner for capital improvements, constitute an action that would be detrimental to the sales of Units by the Developer or any other such action which would inhibit, impair, or otherwise preclude the rights reserved to the Developer by way of the Declaration of Condominium.

11.4 A copy of each amendment shall be filed with the Secretary of State, pursuant to the provisions of the applicable Florida Statutes, and a copy certified by the Secretary of State shall be recorded in the Public Records of the County where the condominium is located.

12. REGISTERED AGENT

The corporation hereby appoints James W. Hart, located at 2180 West S.R. 434, Suite 5000, Longwood, Florida, 32779, as its Registered Agent to accept service of process within this state.

IN WITNESS WHEREOF, the Subscriber has affixed his signature hereto this 15th day of June, 2000.

Signed, Sealed and Delivered
In the Presence of:

Julius J. Zschau

STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this day 15 of June 2000, by JULIUS J. ZSCHAU, who is personally known to me.

Notary Public
Print Name: Melanie M Haslam

My Commission Expires:

Melanie M. Haslam
MY COMMISSION # CC490620 EXPIRES
February 23, 2002
BONDED THRU TROY FAIN INSURANCE, INC.

ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process of the above stated corporation at the place designated in this certificate, pursuant to Chapter 48.091 and Chapter 617.023 of the Florida Statutes, I hereby accept to act in this capacity, and agree to comply with the provisions of said act relative to keeping open said office.

James W. Hart, Registered Agent

06/01/00 11:02 AM
36263.101425
#201291 v3 - pultewyndhamcondoarticles

BYLAWS

OF

WYNDHAM PALMS CONDOMINIUM ASSOCIATION, INC.

1. IDENTITY

These are the Bylaws of WYNDHAM PALMS CONDOMINIUM ASSOCIATION, INC., hereinafter called the "Association", a corporation not for profit under the laws of the State of Florida. These Bylaws are adopted for the purpose of governing the Association and incorporate by reference the terms and conditions of the Articles of Incorporation of the Association and of the Declaration of Condominium referred to therein.

1.1 The Office of the Association shall be at c/o Sentry Management, Inc., 2180 West S.R. 434, Suite 5000, Longwood, Florida, 32779.

1.2 The Fiscal Year of the Association shall be the calendar year.

1.3 The Seal of the Association shall bear the name of corporation, the word "Florida", and the words "Corporation Not For Profit".

2. MEMBERS' MEETINGS

2.1 The annual members' meeting shall be held at least once each year at the office of the Association unless otherwise designated by the Board of Directors, at a time and date determined by the Board. Such annual members' meetings shall be for the purpose of transacting annual business of the Association authorized to be transacted by the members.

2.2 Special members' meetings shall be held whenever called by the President or by a majority of the Board of Directors, and must be called by such officer upon receipt of a written request from members entitled to cast ten percent (10%) of the votes of the entire membership. Provided, however, until Developer has relinquished control of the Association, no special members' meetings shall be called or convened for the purpose of removal of the Directors appointed by the Developer or to amend this Declaration or its exhibits to remove rights and reservations in the Developer.

2.3 Notice of all members' meetings with an agenda stating the time and place and the object for which the meeting is called shall be given by the President or Secretary. Such notice shall be in writing (unless waived by the Unit Owner in writing) to each member at his address as it is on the books of the Association and shall be

given not less than fourteen (14) continuous days prior to the date of the meeting. An Officer of the Association shall provide an Affidavit, to be included in the official records of the Association, affirming that a Notice of the Association meeting was mailed or hand delivered, in accordance with this provision, to each unit owner at the addresses last furnished to the Association. Notice of a meeting may be waived in writing before or after the meeting. If it is an annual meeting, the Notice shall also be posted in a conspicuous place on the condominium property at least 14 continuous days in advance of the meeting and if not an annual meeting, 48 continuous hours in advance of the meeting, except in emergency. Notice of any meeting in which assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of such assessments.

2.4 A quorum at members meeting shall consist of a majority of the voting interests entitled to cast votes of the entire membership. The acts approved by a majority of the votes present at a meeting of which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation, these Bylaws, or the Condominium Act.

2.5 Voting.

(a) In any meeting of members, the Owners of Units shall be entitled to cast one vote for each Unit owned.

(b) If a Unit is owned by one person, that person's right to vote shall be established by the record title to the Unit. If any Unit is owned by more than one person, or is under lease, the person entitled to cast one vote for the Unit shall be designated by a certificate signed by all of the record Owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by the President or duly authorized officer and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. If such certificate is not on file, the vote of such Owner shall not be considered in determining the requirement for a quorum nor for any other purpose.

2.6 Proxies. Votes may be cast in person or by proxy as defined and limited by F.S. 718.112 (2)(b). A proxy may be made by any person entitled to vote and shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof and in no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. The proxy shall be revocable at any time at the pleasure of the Unit Owner executing it, and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

2.7 Adjourned meetings. If any meeting of the 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.

2.8 The order of business at annual members' meetings, and as far as practical at other members' meetings, shall be:

(a) Calling of the roll and certifying of proxies.
(b) Proof of notice of meeting or waiver of notice.
(c) Reading and disposal of any unapproved minutes.
(d) Reports of Committees.
(e) Appointment of inspectors of election.
(f) Election of directors.
(g) Determination of less than adequate reserves or no reserves.
(h) Unfinished business.
(i) New business.
(j) Adjournment.

3. DIRECTORS

The affairs of the Association shall be determined by a Board of Directors who need not be members of the Association. The first Board of Directors shall consist of three (3) directors who need not be members of the Association. The Board of Directors may from time to time increase or decrease the number of persons to serve on the Board, provided, however, that the Board must always consist of an odd number of members, and provided, further, that there shall never be less than three (3) Directors on the Board. The Board shall remain at three (3) Directors until such time as the Developer transfers control of the Association to Unit Owners other than the Developer, at which time the Board shall consist of not less than five (5) members. Any increase or decrease in the number of members on the Board shall be effectuated at least thirty (30) days prior to a regular annual election of the Board, and such change in number shall be effective as of the date of the next regular election. The term of the first Board of Directors or their replacements, shall continue until the Developer voluntarily relinquishes control of the Association, or relinquishes control as required by Florida Statute §718.301(1)(a)-(e) as follows:

(1) When unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer shall be entitled to elect no less than one-third of the members of the board of administration of the association. Unit owners other than the developer are entitled to elect not less than a majority of the members of the board of administration of an association:

(a) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(b) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(c) When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business;

(d) When some of the units have been conveyed to purchasers and none of the other are being constructed or offered for sale by the developer in the ordinary course of business; or

(e) Seven years after recordation of the declaration of condominium; or, in the case of an association which may ultimately operate more than one condominium, 7 years after recordation of the declaration for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to s. 718.403, 7 years after recordation of the declaration creating the initial phase, whichever occurs first. The developer is entitled to elect at least one member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 500 units, of the units in a condominium operated by the association. Following the time the developer relinquishes control of the association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority member of the board of administration.

3.1 Election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual members' meeting, with the first election being at the first member meeting required to be called pursuant to Florida Statute 718.301 to elect a Board member, or members, to provide for the percentage of Unit Owners other than the Developer on the Board of Directors as required by Florida Statute 718.301. Said election of Unit Owners other than the Developer shall take place in accordance with the procedures as set forth in F.S. 718 and the Florida Administration Code, as amended. Election of Directors thereafter shall be at each year's annual meeting.

(b) Except as to vacancies created by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

(c) Subsequent to delivery of control of the Board to the Unit Owners other than the Developer, pursuant to Florida Statute 718.301, any member of the board of administration may be recalled and removed from office with or without cause, by the vote or agreement in writing by a majority of the voting interests. A special meeting of the Unit Owners to recall a member or members of the board of administration may be called by ten percent (10%) of the voting interests giving notice of the meeting as required for a meeting of Unit Owners, and the notice shall state the purpose of the meeting. Recall shall operate in accordance with Florida Statute 718.112(2)(j).

(d) Provided, however, that until the Developer has relinquished control of the Association, the first directors of the Association shall serve, and in the event of vacancies, the remaining directors shall fill the vacancies, and if there are no remaining directors, the vacancies shall be filled by the Developer. This provision shall not be interpreted or be construed so as to preclude annual meetings of the membership.

3.2 The term of each director's service, subject to the provisions of 3.1(d) above, shall be as follows: The first Board elected subsequent to the transfer of control to the Unit Owners shall elect two (2) Board members for two years and the remaining Board members for one year. At the end of the initial term, they shall thereafter be elected for one year terms, thereby staggering the Board members. In the event of a five member Board of Directors or a larger Board of Directors, the majority number of Directors shall be elected every two (2) years.

3.3 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 a notice of such meeting shall be posted conspicuously on the condominium property at least forty-eight (48) continuous hours preceding the meeting.

3.4 Regular meeting 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 forty-eight (48) continuous hours prior to the day named for such meeting. Notice to members of Directors meetings shall be given by posting such notice in a conspicuous place forty-eight (48) continuous hours in advance of said meeting. Said meeting shall be open to all Unit Owners.

3.5 Special meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of one-third of the Directors. Not less than forty-eight (48) hours' notice of the meeting shall be given personally, by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Notice to members of Directors meetings shall be given by posting such notice in a

conspicuous place forty-eight (48) continuous hours in advance of said meeting. Said meeting shall be open to all Unit Owners.

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 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, except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

3.8 Adjourned meeting. 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.

3.9 Joinder and meeting by approval of minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director and his agreement or disagreement with the actions taken. This agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.

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

3.11 The order of business at directors' meetings shall be:

(a) Calling of roll
(b) Proof of due notice of meeting
(c) Reading and disposal of any unapproved minutes
(d) Reports of officers and committees
(e) Election of officers
(f) Unfinished business
(g) New business
(h) Adjournment

3.12 A Director shall not be entitled to, nor paid any fee for his services as a Director.

3.13 A Director shall be considered as present for a regular or special meeting if he is in simultaneous communication by telephone with all other Directors. A telephone speaker must be used so that the conversation of the Director attending by

telephone may be heard by the Board members attending in person, as well as any Unit Owners present at a meeting.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

4.1 All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these Bylaws, shall be exercised exclusively by the Board of Directors, subject only to the approval by Unit Owners where such approval is specifically required. Without limiting the powers and duties of the Board of Directors, it shall have the following express powers, in addition to all others herein granted, and provided for by the Declaration of Condominium and the Condominium Act, to wit:

(a) To enter into a long-term management contract, providing for the management of the condominium property and of the recreation area, if any.

(b) To enter into contracts for the purpose of making available to the Owners and residents of the Units such services as, but not limited to, doorman and automobile parking; maid service, security and security alarm system, contracts for maintenance, repair, replacement of common elements and the like, provided, however, that the term of period of such contracts shall not exceed three (3) years, and provided, further, that said contracts may provide for additional extensions of the original term in the absence of written notice of termination by either party.

(c) To charge, assess and collect fees, charges, assessments, including reserves for the Condominium, not less frequently than quarterly, and to enforce the collection according to the Declaration of Condominium and the exhibits and as allowed by law. To lease, maintain, repair and replace the common elements.

(d) To purchase or lease real and personal property in the Association's name.

(e) The Directors shall keep minutes of all meetings of the Unit Owners and the Board of Directors, and said minutes, together with current copies of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, books, records and audited financial statements shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, any holder, insurer or guarantor of any first mortgage that is secured by a Unit, any prospective purchaser of a Unit, or any agency or corporation which has an interest or prospective interest in the Condominium, and Board members at any reasonable time. All accounting records and all minutes shall be retained for a period of time not less than seven years.

(f) To create and promulgate reasonable rules and regulations for the operation of the Condominium.

(g) To adopt a budget for the Association. Except notice of the meeting for adoption of the budget and a copy of the budget shall be mailed to all members at least fourteen (14) days prior to the Board meeting.

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

5. OFFICERS

5.1 The officers of the Association shall be a President, who shall be a Director, Secretary and a Treasurer, all of whom shall be elected annually by the Board of Directors, and such other officers as the Board of Directors may, from time to time, designate.

Any officer may be removed peremptorily, without cause, by a vote of two-thirds (2/3) of the directors present at any duly constituted meeting.

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

5.3 The Secretary shall keep the minutes of all proceedings of the directors and the members meetings; shall tend to the giving and serving of all notices to the members and directors and other notices required by law; shall have custody of the seal and affix it to instruments requiring a seal when duly signed; shall keep the records of the Association, and shall perform all duties incident to the office and as may be required by the directors or the President.

5.4 The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness; shall keep the books of the Association in accordance with good accounting practices; and shall perform all other duties incident to the office.

5.5 No compensation shall be paid to any officer of the Association. No officer who is a designee of the Developer shall receive any compensation for his services as an officer.

6. FISCAL MANAGEMENT

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

6.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

(a) Current expenses, which shall include all receipts and expenditures within the year for which the budget is made, including, if applicable, but not limited to those expenses listed in F.S. 718.504(20), including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year shall be applied to reduce the assessments for operating expenses for the succeeding year, or may be distributed to the membership, as the Directors shall determine.

(b) Reserve accounts for capital expenditures and deferred maintenance. Each of these accounts shall include, but not be limited to roof replacement, building painting, and pavement resurfacing. The establishment and funding of these reserve accounts shall be subject to the conditions and exceptions set forth in F.S. 718.112(2)(f).

(c) Operations, which shall include gross revenues from the use of Common Elements and from other sources. Only the additional direct expense required by any revenue producing operation will be charged to this account, and any surplus from any operation shall be used to reduce the assessments for current expense for the year during which the surplus is realized.

6.2 Budget. The Board of Directors shall adopt a Budget for each fiscal year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for reserves. The form of the annual budget shall be in conformance with Chapter 718.112 and 718.504(20) of the Florida Statutes. A copy of the Budget shall be delivered by mail or hand delivery at the address of the Unit Owner existing on the books of the Association not less than fourteen (14) days prior to the meeting of the unit owners or the Board of Directors at which it is to be considered, together with a notice of that meeting. If an adopted budget requires assessment against the Unit Owners in any fiscal or calendar year exceeding 115% of the assessments for the preceding year, the Board, upon written application of 10% of the Unit Owners to the Board, shall call a special meeting of the Unit Owners within thirty days, upon not less than 10 days written notice to each Unit Owner. At the special meeting, the Unit Owners shall consider and enact a budget. The adoption of the

budget requires a vote of not less than a majority of the vote of all Unit Owners. The budget shall be considered adopted if approved by a majority of the Unit Owners at the meeting or in writing. If a meeting of the Unit Owners has been called and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, then the budget adopted by the Board of Directors goes into effect. In determining whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium property, anticipated expenses by the Condominium Association which are not anticipated to be incurred on a regular annual basis, or assessments for betterments to the Condominium property must be excluded from the computation. However, as long as the Developer is in control of the Board of Administration, the Board may not impose an assessment for any year greater than 115% of the prior fiscal or calendar year's assessment without approval of the majority of all of the Unit Owners.

6.3 Assessments. Assessments against the Unit Owners for their share of the items of the budget shall be made for the fiscal year annually, in advance, 30 days preceding the fiscal year for which the assessments are made. Such assessments shall be due and payable as determined by the Board of Directors, but not less frequently than quarterly. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and payments on such assessment shall be due and payable in the same manner as the prior assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the fiscal year for which an amended assessment is made shall be payable as determined by the Board of Directors. Provided, nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum assessment in case of any immediate need or emergency.

6.4 Acceleration of Assessment installments upon default. If a Unit Owner shall be in default in the payment of an assessment, the Board of Directors may file a claim of lien in the Public Records of Osceola County for such delinquent amount and for the assessments due for the remainder of the budget year in which the claim of lien is filed. Upon filing of the claim of lien, the Board of Directors may accelerate the remaining balance of the assessment upon notice to the Unit Owner, and the unpaid balance of the assessments shall be due and payable the date the claim of lien is filed.

6.5 The depository of the Association shall be such bank or savings and loan association as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the directors, provided that a Management Agreement may include in its provisions authority in a designated agent to sign checks on behalf of the Association for payment of the obligations of the Association.

6.6 Fidelity bonds shall be required by the Board of Directors for all persons including officers and Directors controlling or disbursing funds of the Association in accordance with Florida Statute 718.111(11)(d). The premiums on such bonds shall be paid by the Association.

6.7 Financial Reports. Within 120 days following the end of the fiscal year of the Association, the Board of Directors shall mail or furnish by personal delivery to each Unit Owner a complete financial report of actual receipts and expenditures for the previous 12 months, or a complete set of financial statements for the preceding fiscal year prepared in accordance with generally accepted accounting principles. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

(a) Costs for security;
(b) Professional and management fees and expenses;
(c) Taxes;
(d) Costs for recreation facilities;
(e) Expenses for refuse collection and utility services;
(f) Expenses for lawn care;
(g) Costs for building maintenance and repair;
(h) Insurance costs;
(i) Administrative and salary expenses; and
(j) Reserves for capital expenditures, deferred maintenance, and any other category for which the Association maintains a reserve account or accounts.

In the event the Division of Condominiums ("Division") adopts rules which require that the Association deliver to the Unit Owners, in lieu of the financial report required above, a complete set of financial statements for the preceding fiscal year, the financial statements shall be delivered within 120 days following the end of the previous fiscal year. If the Division requires that the financial statements be compiled, reviewed, or audited, such requirements may be waived when a majority of the voting interests of the Association present at a duly called meeting of the Association have determined for a fiscal year to waive such requirements. In an Association in which turnover of control by the Developer has not occurred, the Developer may vote to waive the audit requirement for the first 2 years of the operation of the Association, after which time waiver of an applicable audit requirement shall be by a majority of voting interests other than the Developer. The meeting shall be held prior to the end of the fiscal year, and the waiver shall be effective for only 1 fiscal year.

7. PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation, or these Bylaws.

8. AMENDMENTS

A resolution for the adoption of a proposed amendment of these Bylaws may be proposed by either the Board of Directors of the Association or by the members of the Association. Members may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than twenty percent (20%) of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided for, the President or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held within sixty (60) days for the purpose of considering said amendment. 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 sixty-six and two-thirds percent (66 2/3%) of the entire membership of the Board of Directors and by not less than sixty-six and two thirds percent (66 2/3%) of the votes of the entire membership of the Association; or

(b) Not less than sixty-six and two-thirds percent (66 2/3%) of the votes of the entire membership of the Association.

8.1 Proviso. Provided, however, that no amendment shall discriminate against any condominium Unit Owner nor against any Condominium Unit or class or group of Units unless the Condominium Unit Owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium. Each amendment shall, on the first page, identify the book and page of the Public Records where the declaration of each condominium operated by the Association is recorded.

8.2 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by The President or duly qualified officer of the Association with the formalities of a deed. The amendment shall be effective when such certificate shall be annexed to and recorded with an amendment to the Declaration of Condominium where the Condominium is located.

8.3 No Bylaws shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. Non-material errors or omissions in the Bylaw process shall not invalidate and otherwise properly promulgate an amendment. Extensive changes to the By-Laws may be changed in accordance with Florida Statute 718.112(2)(h)2.

9. STATUTORY INCLUSIONS

9.1 If the transfer, lease, sale, or sublease of a Unit by its owner is subject to notice to the Condominium Association or any body thereof, a preset fee not to exceed the amount permitted by Florida Statute 718 may be charged by the Association in connection with any such transfer, sale, lease, or sublease to cover the Association's expenditures and services.

9.2 Notice of any meeting where assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

9.3 Mandatory non- binding arbitration. In the event of internal disputes arising from the operation of the condominium among Unit Owners, Associations, and their agents and assigns, the parties shall elect to resolve such disputes by submitting to mandatory non-binding arbitration in accordance with Florida Statutes 718.1255. If the parties agree to so submit, they shall make such election in writing filed with the Secretary of the Association.

10. FINES - LEVY AND FORECLOSURE

10.1 The Board of Directors of the Association shall have the power and authority to levy and assess fines in accordance with the Declaration of Condominium, Articles of Incorporation, Bylaws and Rules and Regulation periodically created from time to time by the Board of Directors and/or the Association for the operation and management of the Condominium property. No fine may become a lien against a Unit and no fine may exceed $100.00 per violation. A fine may be levied on the basis of each day of a continuing violation, provided that no such fine shall in the aggregate exceed $1,000.00.

10.2 In the event a fine is to be levied, the following procedure shall be followed:

(a) The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing before a committee of other Unit Owners after reasonable notice of not less than 14 days, and said notice shall include:

(1) A statement of the date, time and place of the hearing;

(2) A statement of the provisions of the Declaration, Association Bylaws, or Association rules which have allegedly been violated; and

(3) A short and plain statement of the matters asserted by the Association.

(b) The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.

(c) The hearing shall be conducted before a committee of other Unit Owners.

(d) Subsequent to the hearing and any continuance thereof, but, nevertheless not later than 10 days following the adjournment of the hearing, the Board of Directors, with the concurrence of the committee, shall make a final decision as to the levying and assessment of the fine. If the committee does not agree with the fine, the fine may not be levied. Such decision shall be delivered to the party against whom the fine is sought to be levied by notice in writing at the last known address of the party.

The foregoing were adopted as the Bylaws of The Association at the first meeting of the Board of Directors on the 19th day of June, 2000.

Kevin Mays, Director

Judith Duncan

Judith Duncan, Director

Charlie O'Sullivan, Director

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WYNDHAM PALMS, A CONDOMINIUM
RECEIPT FOR CONDOMINIUM DOCUMENTS

The undersigned acknowledges that the documents marked with an "X" below have been received or, as to plan and specifications, made available for inspection.

Name and Address of Condominium: WYNDHAM PALMS, A CONDOMINIUM, 2450 Sand Hill Road, Kissimmee, Florida 34747.

An "X" has been placed in the column by each document received or, for the plans and specifications made available for inspection. If the item does not apply, then the symbol "N/A" has been placed in the column.

DOCUMENT	RECEIVED
PROSPECTUS TEXT	X
DECLARATION OF CONDOMINIUM	X
ARTICLES OF INCORPORATION	X
BYLAWS	X
MASTER DECLARATION OF CONDOMINIUM	X
ARTICLES OF INCORPORATION – MASTER ASSOCIATION	X
BYLAWS – MASTER ASSOCIATION	X
ESTIMATED OPERATING BUDGET	X
FORM OF AGREEMENT FOR SALE OR LEASE	X
RULES AND REGULATIONS	X
COVENANTS AND RESTRICTIONS	N/A
GROUND LEASE	N/A
MANAGEMENT AND MAINTENANCE CONTRACT FOR MORE THAN 1 YEAR	N/A
RENEWABLE MANAGEMENT CONTRACTS	X
LEASE OF RECREATIONAL AND OTHER FACILITIES TO BE USED EXCLUSIVELY BY UNIT OWNERS OF SUBJECT CONDOMINIUMS	N/A
FORM OF UNIT LEASE, IF A LEASEHOLD	N/A
DECLARATION OF SERVITUDE	N/A
SALES BROCHURE	X
PHASE DEVELOPMENT DESCRIPTION (SEE 718.503(2)(k) AND 504(14)	X

LEASE OF RECREATIONAL AND OTHER FACILITIES TO BE USED BY UNIT OWNERS WITH OTHER CONDOS (SEE 718.503(2)(h))	N/A
DESCRIPTION OF MANAGEMENT FOR SINGLE MANAGEMENT OF MULTIPLE CONDOMINIUMS (SEE 718.503(2)(k))	N/A
CONVERSION INSPECTION REPORT	N/A
CONVERSION TERMITE INSPECTION REPORT	N/A
PLOT PLAN	X
FLOOR PLAN	X
SURVEY OF LAND AND GRAPHIC DESCRIPTION OF IMPROVEMENTS	X
EXECUTED ESCROW AGREEMENT	X
PLANS AND SPECIFICATIONS	made available
LOCAL AND STATE APPROVAL OF DEVELOPMENT PLAN	Pending
QUESTION AND ANSWER SHEET	X
EVIDENCE OF DEVELOPER'S OWNERSHIP OF CONTRACTUAL INTEREST	X

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

EXECUTED THIS _____ DAY OF _____, _____.

_____ (SEAL)
PURCHASER OR LESSEE

_____ (SEAL)
PURCHASER OR LESSEE

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY FLORIDA STATUTES SECTION 718.503, TO BE FURNISHED BY DEVELOPER TO A BUYER OR A LESSEE.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE
WYNDHAM PALMS, A CONDOMINIUM

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE made and entered into this _____ day of _____, _____, by and between PULTE HOME CORPORATION, a Michigan corporation, whose address is 555 Winderly Place, Suite 420, Maitland, Florida 32751, hereinafter called "Seller", and _____, whose address is _____, and whose telephone number is _____, hereinafter called "Buyer".

ANY PAYMENTS IN EXCESS OF TEN PERCENT (10%) OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

WITNESETH:

That in consideration of the mutual promises and covenants herein contained, and other valuable considerations passing between the parties hereto, the Seller agrees to sell and the Buyer agrees to purchase the following described property, lying and being in Osceola County, Florida, to wit:

Unit _____, WYNDHAM PALMS, A CONDOMINIUM,
together with appurtenances thereto. Parking Space #_____.
Address: _____, Kissimmee, Florida 34747

Purchase Price:	$_____
Estimated Closing Costs to be paid by Buyer (FHA only)	$_____
Total Acquisition Cost	$_____

Payable as Follows:

(a)	Deposit with signing of this Agreement	$_____
(b)	Additional deposit due on _____ (date)	$_____
(c)	Proceeds from mortgage	$_____
(d)	Balance in cash at closing	$_____
TOTAL ACQUISITION COST:		$_____

CONSTRUCTION

The Unit will be constructed substantially in accordance with the plans and specifications on file at Seller's office, as of the date of this Agreement. Seller may make changes to the plans and specifications that it deems appropriate at any time as may be required by a lender, governmental agency having jurisdiction or otherwise, which changes shall not materially affect the value of the Unit, and any such changes by the Seller shall not constitute grounds for Buyer's failure to close this transaction or for any claim against Seller.

A. Certain items displayed in the models and/or outside the models such as decorator items, extra fencing, special landscaping, and any other items displayed for merchandising purposes are not standard construction items and are therefore not included in this Agreement. In the event of any conflict between the Seller's models and the plans and specifications for the Unit, the plans and specifications shall control. Identification of such items should be obtained from Seller's sales representatives.

B. The Unit may be constructed as a reverse ("mirror image") of that illustrated in the floor plan of the applicable model as shown on sales and promotional material of the Seller or as shown on an existing model of the Unit. Buyer agrees to accept the Unit as sited by the Seller and as constructed according to a standard or reverse floor plan.

C. The construction of the Unit shall be deemed to be completed upon the issuance of a Certificate of Occupancy, or its equivalent by the appropriate governmental agency.

ADDITIONAL AMOUNTS

In addition to the above, Buyer will be required to pay to Wyndham Palms Condominium Association, Inc. ("Association") at closing a sum equal to two (2) months maintenance fee to be used by the Association for a capital improvement and working capital reserve.

Buyer will also be required to pay at closing to Wyndham Palms Master Community Association, Inc. ("Master Association"), a sum equal to two (2) months of the Annual Assessment per Unit to be placed in the purchase and sales escrow and disbursed therefrom to the Master Association for use in covering operating expenses and other expenses incurred by the Master Association

ESCROW

GULF ATLANTIC TITLE COMPANY ("Escrow Agent") shall act as escrow agent and hold all deposit monies. The escrow agent is located at 100 S. Orange Avenue, Orlando, FL 32801, and a receipt for the deposit may be received upon request. The sums deposited are to be deposited in the account _____, located at owned by _____.

_____

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

This Contract is for the transfer of a unit that is subject to an assessment for monthly maintenance for commonly used facilities.

Failure to pay the monthly assessment for commonly used facilities may result in foreclosure of the lien.

As provided in F.S. 718.116(9)(a)2., Buyer agrees that during such period of time that the Seller shall have guaranteed that the assessments for Common Expenses of the Condominium imposed upon the Unit Owners shall not increase over the sum of $_____ per month beginning on the date of recording of the Declaration and continuing until the end of the first calendar year from the date of the recording of the Declaration, or upon transfer of control of the Condominium Association to Unit Owners other than Developer, whichever occurs first, whereupon such guarantee shall terminate. If Seller is obligated in accordance with the terms of the guarantee to pay the Common Expenses incurred during that period not produced by the assessments at the guaranteed level receivable from Unit Owners, Seller shall not be liable to pay any Common Expenses attributable to those Units owned by Seller or its nominees during that period.

CLOSING, PHYSICAL POSSESSION

It is anticipated that the closing shall take place on or before _____, or if construction of the unit is not completed, then after the certificate of occupancy has been issued and within ten (10) days after notification, in writing, by the Seller to the Buyer. Closing shall be at such time and place as may be designated by Seller or by any mortgagee. If Buyer does not close for any reason within ten (10) days of the issuance of a certificate of occupancy, Buyer hereby agrees to pay to Seller Fifty Dollars ($50.00) per day until this transaction is closed.

Physical possession, unless otherwise stated herein, shall be at the date of closing. Physical possession shall not be delivered until the full purchase price is paid pursuant to the terms of this Agreement and the taking of physical possession prior to that time shall constitute a full and complete acceptance of the condominium unit and the payment for the full sale price shall be immediately due and payable.

TITLE INSURANCE

Buyer shall furnish at or prior to closing, unless otherwise stated below, a title insurance commitment in the amount of the purchase price showing insurable fee simple title in the Seller subject to the usual standard exceptions found in the standard ALTA policies, and any other matters herein excepted, followed by a title insurance policy subsequent to closing and recordation of requisite instruments. Title insurance commitments shall be subject to the Declaration of Condominium of WYNDHAM PALMS, A CONDOMINIUM, applicable zoning laws, matters of survey, matters of possession, and easements and restrictions of record. In the event the title insurance commitment reveals defects in Seller's title, Buyer shall notice Seller in writing within ten (10) days of the receipt of the commitment for title insurance and Seller shall have a period of sixty (60) days after such notification by the Buyer to the Seller within which to cure said defects and this sale shall be closed within ten (10) days after notice to the Buyer of such curing. Upon Seller's failure to correct said defects within the time limit, the earnest money deposit shall be returned to Buyer upon demand and all rights and liabilities arising hereunder shall terminate.

CONVEYANCE

Title shall be conveyed by statutory warranty deed, free and clear of all liens and encumbrances whatsoever, except easements, reservations and restrictions of record, applicable zoning regulations, taxes for the current year, and years subsequent, and the provisions of the Declaration of Condominium of WYNDHAM PALMS, A CONDOMINIUM.

DOCUMENTARY STAMPS, FEES

The Buyer shall pay for documentary stamps on the deed, the cost of the title insurance premiums and charges, the cost of recording the deed, all costs attributable to mortgage financing, two months maintenance fee as a contribution to the Association reserve account, and two months maintenance fee as a contribution to the Master Association reserve account.

PRORATION

Taxes for the year in which the sales close shall be pro-rated as of closing date or possession, whichever shall first occur, based upon the best possible information available as to the current year's taxes. Monthly Association and Master Association assessments shall be prorated as of the date of closing or date of possession, whichever shall first occur.

BROKERAGE

Buyer and Seller acknowledge that this sale was brought about solely by the sales personnel of Seller, and no outside broker or salesman was the procuring cause of this sale, except herein called "Broker," registered real estate broker, who is entitled to a sales commission to be paid in full by Seller pursuant to a separate agreement with Seller.

APPLICATION FOR LOAN

If a mortgage loan is to be obtained, Buyer shall, within five (5) days from the date hereof, submit a formal, written application for a loan to a lender approved by Seller in the above sum, the proceeds of which shall be paid to Seller at time of closing. The responsibility for arranging the loan is assumed by Buyer who shall cause to be executed all documents necessary in connection with the loan application and shall provide loan processors with all information and documents requested which may include but shall not be limited to income tax returns, W-2 forms, pay stubs, divorce judgments and a list of creditors. Buyer shall pay for all credit report and application fees when requested by lender. Buyer's failure to comply with this provision shall constitute a default hereunder whereupon the total deposit paid herein shall be delivered to the Seller by the Escrow Agent as liquidated damages and this Agreement shall be null and void. If Buyer is married and his/her spouse has not signed this Agreement, then Buyer shall be responsible for his/her spouse's executing the mortgage loan documents as required by the mortgage lender, and the failure of said spouse to do so shall not, notwithstanding any provision hereof making the obtaining of mortgage financing a contingency to closing, relieve Buyer of his/her obligations pursuant to this Agreement.

REJECTION OF LOANS

If within thirty (30) days from the date of this Agreement Buyer's loan application is rejected by lender or Buyer has not been approved by its lender, and Buyer has pursued such application diligently, and has attempted to obtain financing through an alternate lender if requested by Seller, then this Agreement shall automatically terminate and upon Buyer's execution of a form of Cancellation Release provided by Seller, Buyer's earnest money deposit shall be returned to Buyer and this Agreement shall be null and void and all parties shall be released from their obligations hereunder.

FHA LOANS

In the event an FHA loan is to be obtained, it is expressly agreed that, notwithstanding any other provisions of this Agreement, the Buyer shall not be obligated to complete the purchase of the Unit described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Seller has delivered to the Buyer a written statement issued by the Federal Housing Commissioner setting forth the appraised value of the Unit (excluding closing costs) of not less than $_____, which statement the Seller hereby agrees to deliver to the Buyer promptly after such appraised value statement

is made available to the Seller. The Buyer shall, however, have the privilege and option of proceeding with the consummation of the Agreement without regard to the amount of the appraised valuation made by the Federal Housing Commissioner. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the Unit. The Buyer should satisfy himself/herself that the price and the condition of the Unit are acceptable.

VA LOANS

In the event this sale is predicated on a VA loan, it is expressly agreed that, notwithstanding any other provisions of this Agreement, the Buyer shall not incur any penalty by forfeiture of earnest money deposits or otherwise be obligated to complete the purchase of the Unit described herein. if the purchase price or cost exceeds the reasonable value of the Unit established by the Veterans Administration. The Buyer shall however, have the privilege and option of proceeding with the consummation of this Agreement without regard to the amount of the reasonable value established by the Veterans Administration. If VA financing is unavailable, the veteran will be refunded his down payment or earnest money deposits, other provisions of this Agreement notwithstanding.

DISCLAIMER OF IMPLIED WARRANTIES

Seller disclaims any and all express and implied warranties, including any express or implied warranties of merchantability and fitness as to the Unit, building, appurtenances thereto, or to the Common Elements, and in place of such warranties, whether arising from custom, usage, course of trade, or case law, or otherwise, is (i) the warranty presently contained in Section 718.203, Florida Statutes (the "Statutory Warranty"), and (ii) the Home Owners Warranty Corporation limited warranty (the "Limited Warranty") to be delivered to Buyer at closing, a copy of which is attached to this Agreement. By virtue of the execution of this Agreement, Buyer acknowledges that he/she understands, accepts and agrees to the specific warranties contained herein. Buyer hereby acknowledges that, unless otherwise specifically provided in the Statutory Warranty or the Limited Warranty, the Seller's obligations under the Limited Warranty, Statutory Warranty and under this Agreement are limited to repair and replacement. Seller's Limited Warranty and the Statutory Warranty are the only warranties applicable to this purchase. All other warranties, express or implied, whether arising under state law or the Magnuson-Moss Warranty Act, including, but not limited to, all express and implied warranties of fitness, merchantability or habitability, are disclaimed and excluded. It is understood and agreed that Seller's liability, whether in contract, in tort, under any warranty, in negligence or otherwise, is limited to the remedy provided in the Limited Warranty and the Statutory Warranty. Under no circumstances shall Seller be liable for any special, indirect or consequential damages, including, without limitation, any damages based on a claimed diminution in the value of the Unit, even if Seller has been advised of the possibility of such damages.

WARRANTY EXCLUSIONS

Seller shall not be responsible for damages to the Unit which are not caused by the Seller, or his employees, agents, or subcontractors, but result from accidents or acts of God including but not limited to fire, explosion, smoke, water escape, changes which are not reasonably foreseeable in the level of the underground water table, sinkholes, glass breakage, windstorm, hail, lightning, falling trees, aircraft, vehicles, flood, or earthquake. Seller shall not be responsible for damages to the Unit caused by activities which take place on parcels of land adjacent to or in close proximity to the condominium project, including but not limited to damages caused by nearby toxic waste sites, overhead electric power lines, airport activities or mining operations.

ENVIRONMENTAL CONDITIONS

Seller makes no warranties, express or implied, about the existing or future environmental conditions on the Condominium Property, including possible present or future pollution of the air, water or soil from any sources, such as underground migration or seepage (including radon gas). Seller's sole warranty to Buyer is the limited express warranty described in this Agreement. Seller expressly disclaims

any liability for any type of damages, direct, indirect or consequential, which the Unit, the Condominium Common Elements or its inhabitants may suffer because of any existing or future environmental conditions.

SINKHOLE EXCLUSION

Certain areas of Florida have experienced "sinkhole" soil settlement activity. Seller has consulted with soil engineers about the potential for sinkhole development in the area; and it has been advised that no soil study or investigation can offer any guarantee that sinkholes will not develop on a specific lot. Seller has also been informed that soil engineers can conduct testing and exploration of potential sinkhole sites in an attempt to assess the possibility of future sinkhole development. Seller assumes no responsibility to make any tests; but Seller will permit the Buyer to do so, at the Buyer's expense, if the Buyer so desires.

Seller makes no warranties or representations, express or implied, about the existing or future soil conditions on the Condominium Property.

Seller expressly disclaims any liability of any type for any damages whether direct or indirect, or consequential, which the Unit or the Condominium Common Elements may suffer because of settlement, sinking or collapse of the earth on the Condominium Property.

ARCHITECTURAL, STRUCTURAL AND DESIGN

Seller reserves the right to substitute appliances and carpeting and other building materials of similar nature and approximate equal value in the event the original of same is not available at time of installation. Buyer agrees to close this transaction with said modifications and changes. However, the Unit will be substantially similar to model Units and plans and specifications, as shown and displayed at Seller's office, as the same may be modified and amended from time to time, and Units will also be in substantial accordance with the Unit plan and floor plan sketches. Such plans and specifications may be inspected at any reasonable time. Seller shall have complete discretion in "finishing details," specifically, but not limited to, landscaping amenities and beautification of the Condominium Property.

SALES PROMOTION

For the purpose of completing the sales promotion of this Condominium until the sale of all Units in the Condominium, Seller is hereby given full right and authority to maintain or establish at the Condominium all models, sales office, and advertising signs and banners, if any, and lighting in connection therewith, together with the right of ingress and egress and transient parking therefor through the Common Elements. This clause shall survive the closing contemplated herein and delivery of the deed to the Buyer.

TIME OF THE ESSENCE

Time shall be of the essence to this Contract.

ENFORCEMENT

In the event of default on the part of either party hereto in consummating this Contract, then the defaulting party agrees to pay all costs and expenses incurred by the innocent party in enforcing the party's rights hereunder, including reasonable attorney's fees, at trial and appellate levels.

ASSIGNMENT OF CONTRACT

This Contract shall not be assigned by the Buyer to any other person without the express written consent of the Seller.

APPROVAL OF BUYER

Buyer acknowledges and agrees that Seller shall have the right and privilege of investigating Buyer for the purpose of assuring that the Condominium is occupied by a congenial group of those thought to be financially responsible and those who would make responsible Condominium owners and residents, and that, for this purpose, Seller may, in its discretion, at any time within ninety (90) days after date, rescind this Contract without giving any reasons therefore, and in such event, any sums paid by Buyer shall be forthwith returned to him, and Buyer and Seller shall thereupon be relieved of any and all rights and obligations under this Contract.

DEFAULT

In the event that Buyer shall default in the performance of any of the obligations to be performed by Buyer, pursuant to this Contract, Seller shall retain the deposits as liquidated damages. In the event Buyer has not paid a sum of ten percent (10%) of the purchase price, then such sum as Buyer shall have paid shall be retained by Seller as liquidated damages.

If, for any reason whatsoever, Seller should default in the performance of any of the obligations to be performed by Seller pursuant to this Contract, Seller's liability hereunder shall be either the return of any and all monies paid by Buyer or the Buyer may seek specific performance. Any default by either Seller or Buyer shall be cured by the closing.

CLOSING FUNDS

Closing funds are to be paid by certified check or cashier's check only, in U.S. funds.

FULL DISCLOSURE DOCUMENTS

Seller has, at the execution of this Agreement, delivered all of the documents required by Florida Statute 718 and has receipted said documents to Buyer by a Receipt for Condominium Documents, a copy of which is attached to this Contract.

REPRESENTATIONS OF THE SELLER

Seller represents that the building shall be constructed in a workmanlike manner, substantially in accordance with plans and specifications approved by the County of Osceola and on file in the offices of the Seller.

Construction of the condominium unit will be complete and ready for possession within two (2) years from the execution of this Purchase Agreement, provided, however, that Seller shall not be responsible for any delay caused by acts of God, weather conditions, restrictions imposed by any governmental agency, labor strikes, material shortages or other delays beyond the control of the Seller and the completion and occupancy date shall be extended accordingly.

Notwithstanding anything contained above, Seller shall not be required to commence construction of the building in which this unit is located until fifty percent (50%) of the units in said building have been sold to purchasers pursuant to the purchase agreements acceptable to Seller and until Seller has procured adequate construction loan financing. If such construction has not commenced within 180 days after the date hereof, then, at any time after such 180 day period, either party may serve written notice upon the other of intent to terminate this Agreement and unless (in case of such notice served by Buyer) construction shall commence with ten (10) days after receipt by Seller of such notice (in which case said notice shall be of no effect). This Agreement shall terminate on the tenth day after receipt of such notice by the party being served and, upon such termination, all amounts paid hereunder by Buyer, together with interest earned thereon, if any, shall be refunded and neither party shall have any obligation or liability to the other.

MEMBERSHIP IN THE ASSOCIATION

This Purchase Agreement is Buyer's application for membership in Wyndham Palms Condominium Association, Inc., a Florida not for profit corporation. Such membership shall take effect at closing and shall entitle the owner of the unit to one (1) vote in the management affairs of the Association, in accordance with the provisions of the Articles of Incorporation of said Association. At the time of closing herein, Buyer (if more than one Buyer, designation shall be made by a written statement filed with the Secretary of the Association pursuant to the Declaration of Condominium naming who shall serve as proxy) shall automatically be a member in Wyndham Palms Condominium Association, Inc., a Florida not for profit corporation, which corporation administers the Wyndham Palms, a Condominium, common elements.

This Purchase Agreement is also Buyer's application for membership in Wyndham Palms Master Community Association, Inc., a Florida not for profit corporation. Such membership shall take effect at closing and shall entitle the owner of the unit to one (1) vote in the management affairs of the Association, in accordance with the provisions of the Articles of Incorporation of said Association. At the time of closing herein, Buyer (if more than one Buyer, designation shall be made by a written statement filed with the Secretary of the Association pursuant to the Declaration naming who shall serve as proxy) shall automatically be a member in Wyndham Palms Master Community Association, Inc., a Florida not for profit corporation, which corporation administers the Wyndham Palms common elements.

REQUIREMENTS OF FLORIDA STATUTES

Buyer specifically grants authority to the Seller to file and place among the public records of Osceola County, Florida, all documents required to be filed by Florida Statutes in case of condominiums, in order to legally create and maintain in existence the proposed condominium property.

Buyer hereby agrees to conform with and abide by all of the terms, conditions and provisions of the final Declaration of Condominium recorded among the public records of Osceola County, Florida, relative to the property herein described.

The Declaration of Condominium will be recorded prior to the closing. Seller reserves the right to make changes in the proposed Declaration of Condominium, a copy of which has been delivered to Buyer and shall deliver to Buyer a copy of any amendment.

MODIFICATIONS TO UNIT

Seller and Buyer agree that any changes in the proposed layout of the unit hereinabove described or any additional work, extras, options or other changes to the standard unit done at the request of the Buyer by the Seller shall, prior to commencement of such work or alteration of said unit, be reduced to writing and executed by both the Buyer and the Seller, wherein the parties hereto agree to such changes, alterations or additions and the cost of same. Work shall not be commenced unless the Buyer shall, in addition to the purchase price, deliver, in escrow, the full amount of the extra cost of any such changes, modifications or alterations. All change orders shall be in writing and shall be signed by both Buyer and Seller. Each change subsequent to contract date may add five (5) additional days to date of delivery and the Buyer will be charged a $250.00 processing fee per change order, which amount shall be due at the time the change order is agreed to by Seller. No work shall be performed by outside contractors or subcontractors not under contract to the general contractor.

MISCELLANEOUS

This Agreement constitutes the full and complete understanding existing between the parties and the same shall not be altered, amended or otherwise changed, except by the express written agreement of the parties.

This Agreement shall be binding upon the parties hereto, their personal representatives, executors, administrators and assigns.

This Agreement shall be construed in accordance with the laws of the State of Florida.

All notices by one party to the other given pursuant to this Agreement shall be in writing and may be served upon either party by personal delivery or certified mail, return receipt requested, at the following addresses:

FOR THE SELLER: PULTE HOME CORPORATION
555 Winderly Place, Suite 420
Maitland, Florida 32751
Attn: _____

FOR THE BUYER: _____
_____
_____

ENERGY INFORMATION

The Buyer shall be entitled to have the energy efficiency rating of the property determined. The Buyer acknowledges receipt of the energy efficiency information brochure prepared by the State of Florida, Department of Community Affairs.

Information regarding the type, thickness, R value and location of insulation which is specified to be installed in each part of the condominium unit or surrounding the same is shown in the following table. Since this building is not constructed, the information provided is based on construction specifications only and not on the insulation actually installed. All R values described are based upon information received from the manufacturer of the insulation materials and do not constitute representations or warranties of the Seller. Seller reserves the right to substitute a different type of thickness of insulation from that hereafter disclosed. However, in no event would the R value for each respective use be less than that disclosed below. Should Seller substitute a different type or thickness of insulation, the new disclosures concerning the substituted material will be supplied to Buyer as soon as the same is available.

TABLE OF INSULATION DATA

Portion of Unit Insulated	Insulation Type	Thickness	R Value
Roof	Batting		R-19
Exterior Block Walls	Thermax	3/4 in.	R-5

RADON

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Pursuant to §404.056(8), Florida Statutes.

ADDENDA AND EXHIBITS

Buyer and Seller acknowledge that the Addenda and Exhibits referenced below, attached to this Agreement and bearing the signature or initials of Seller and Buyer, are hereby made a part of this Agreement:

A. OPTIONS ADDENDUM
B. FINANCING ADDENDUM
C. ESTIMATED CLOSING COST ADDENDUM
D. CHANGE ORDER CONTRACT
E. ASSOCIATION FEE
F. SHORT TERM RENTAL
G. WESTERN BELTWAY

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date and year first above written.

ANY PAYMENTS IN EXCESS OF TEN PERCENT (10%) OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

Signed, sealed, and delivered
in the presence of:

_____ _____
Buyer Date

_____

_____ _____
Buyer Date

_____

PULTE HOME CORPORATION, a Michigan corporation

_____ By_____
Seller Date

_____

NAME AND ADDRESS OF COOPERATING BROKER AND SALESPERSON, IF ANY

_____

_____

_____ _____

Broker Date

_____

Address

_____

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WYNDHAM PALMS

PULTE
Master Builder

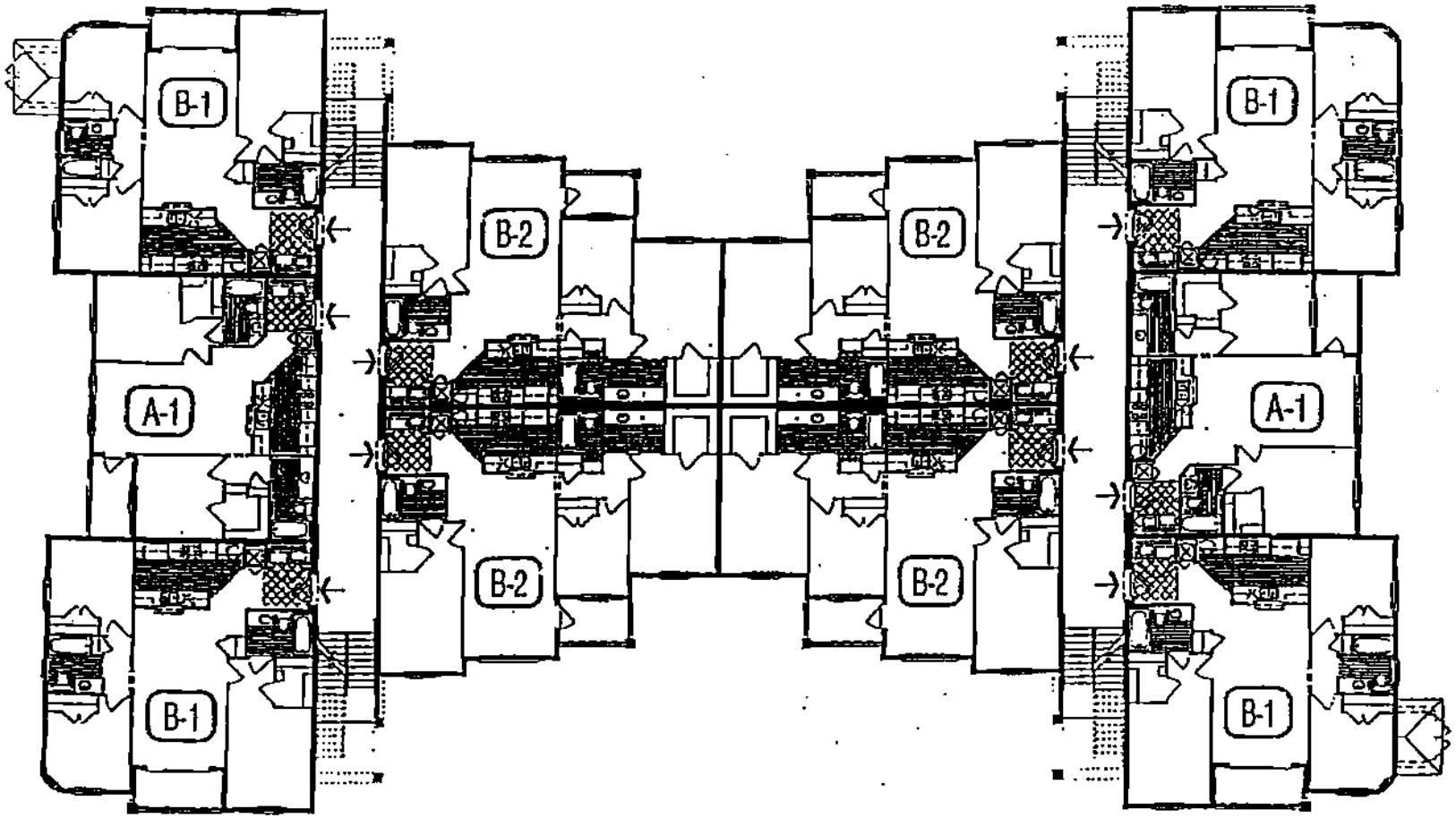
VR

WYNDHAM PALMS
CONDOMINIUMS
ORLANDO, FLORIDA

PULTE
Master Builder

BUILDING
PHASE 1

COVER SHEET



BUILDING FLOOR PLAN

The residential dwellings in this community are designed and constructed to comply with the accessibility and adaptability provisions of the Federal Fair Housing Act.

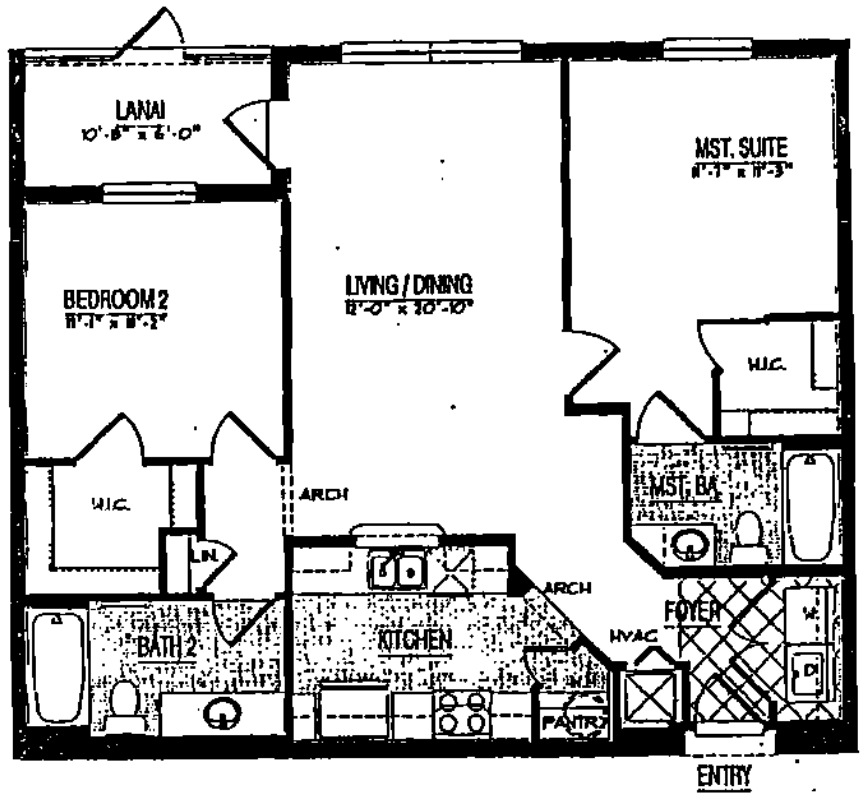
This community is permitted to contain and does contain homes that are marketed, sold, and resold to individuals and groups that rent or lease such homes on a short term basis.

BUILDING PHASE 1 FLOOR PLANS

PULTE Master Build

WYNDHAM PALMS CONDOMINIUMS ORLANDO, FLORIDA

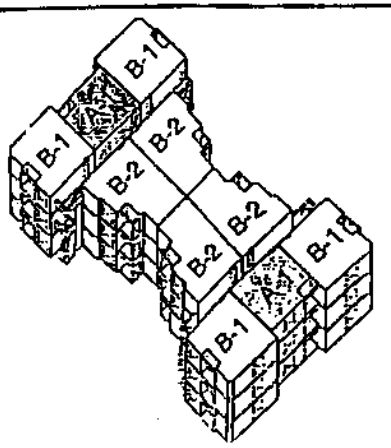
BD-1



Doral

This community is permitted to contain and does contain homes that are marketed, sold, and resold to individuals and groups that rent or lease such homes on a short term basis.

BUILDING KEY



1050 - UNIT A-1 FLOOR PLAN

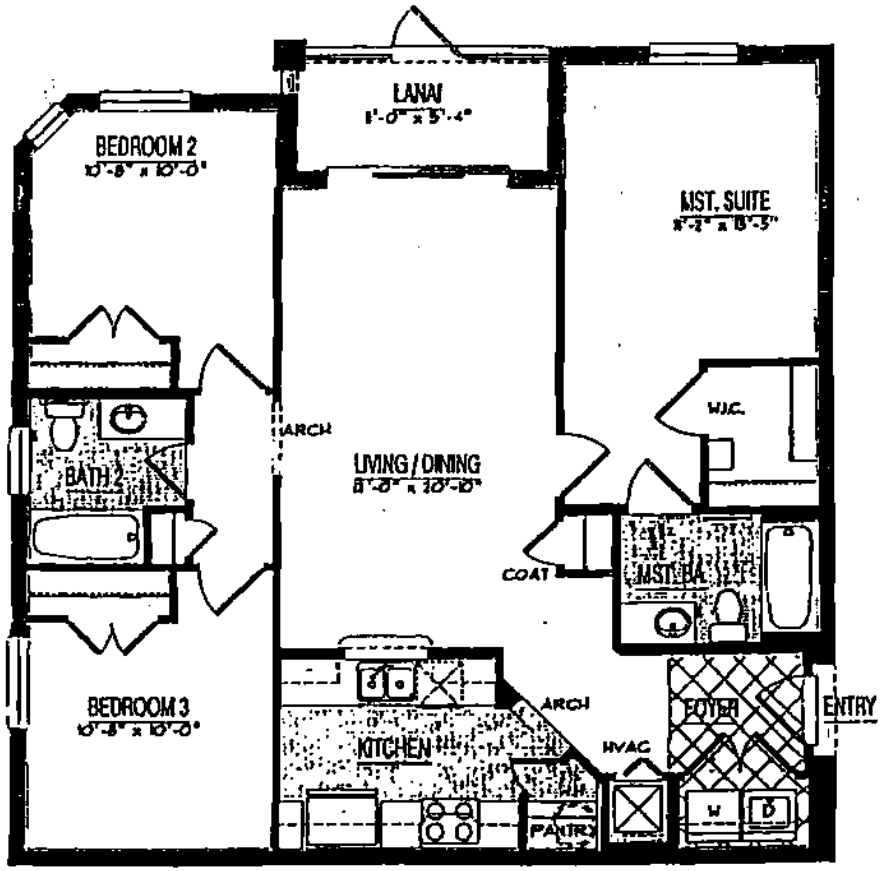
The residential dwellings in this community are designed and constructed to comply with the accessibility and adaptability provisions of the

PULTE Master Builder

1050 – DORAL
UNIT A-1
FLOOR PLAN

WYNDHAM PALMS
CONDOMINIUMS
ORLANDO, FLORIDA

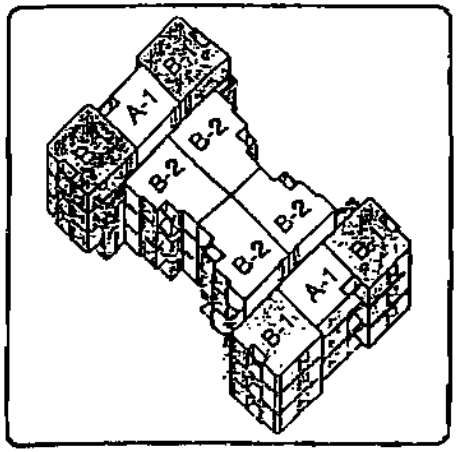
A-1



Augusta

This community is permitted to contain and does contain homes that are marketed, sold, and resold to individuals and groups that rent or lease such homes on a short term basis.

BUILDING KEY



1206 - UNIT B-1 FLOOR PLAN

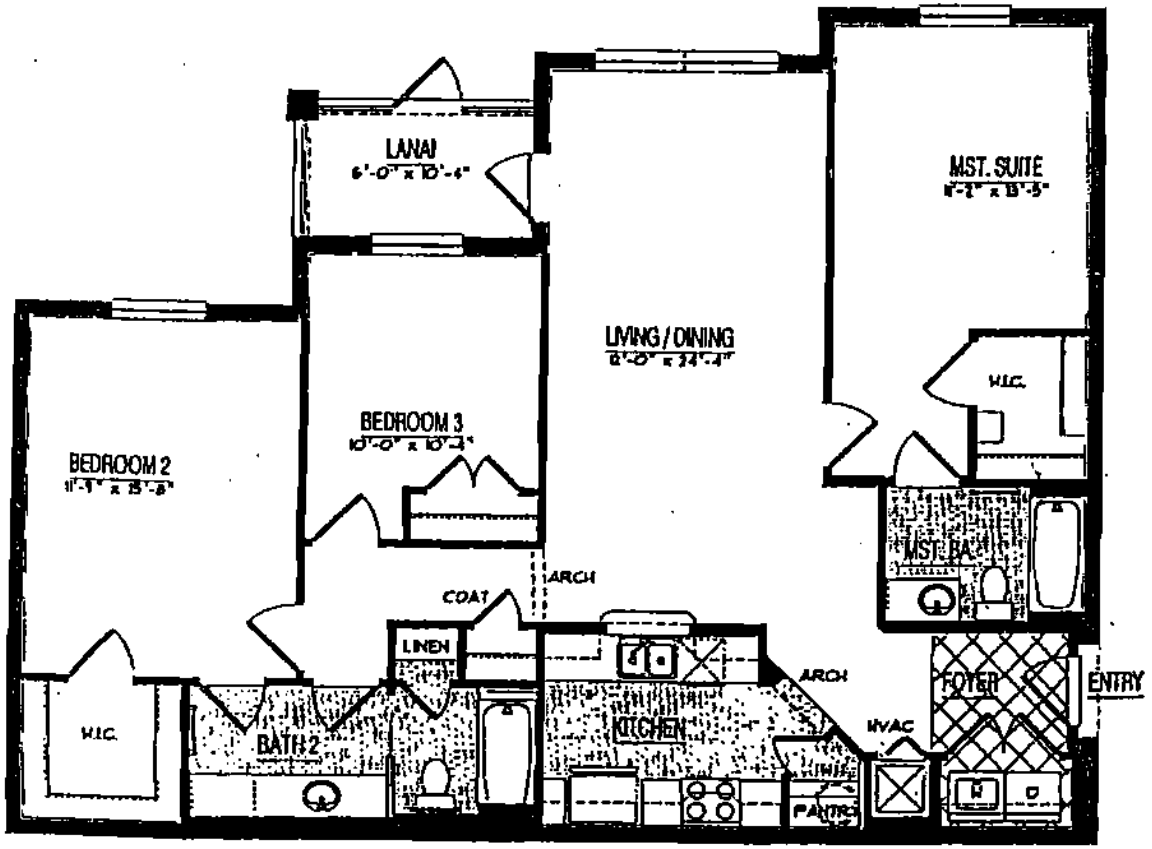
The residential dwellings in this community are designed and constructed to comply with the accessibility and adaptability provisions of the Federal Fair Housing Act.

PULTE Master Builder

1206 - AUGUSTA
UNIT B-1
FLOOR PLAN

WYNDHAM PALMS
CONDOMINIUMS
ORLANDO, FLORIDA

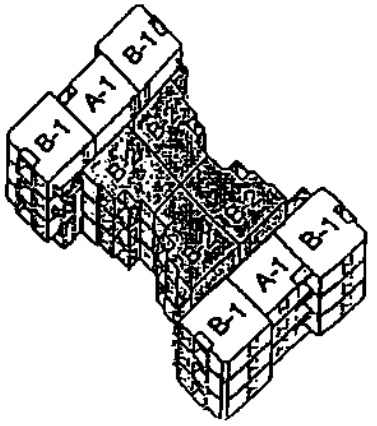
UB-1



St. Andrews

This community is permitted to contain and does contain homes that are marketed, sold, and resold to individuals and groups that rent or lease such homes on a short term basis.

BUILDING KEY



1408 - UNIT B-2 FLOOR PLAN

The residential dwellings in this community are designed and constructed to comply with the accessibility and adaptability provisions of the

1408 - ST. ANDREWS
UNIT B-2
FLOOR PLAN

PULTE Master Builder

WYNDHAM PALMS
CONDOMINIUMS
ORLANDO, FLORIDA

C-1

PULTE Master Builder

Homes Built on Excellence

Exceptional Features

"Building The Good Life"

Wyndham Palms

Recognized Quality Brand Names

- ★ Sherwin Williams — 5 Year Warranty Interior Paint
- Fungus Resistant Fiberglass Shingles
- High Efficiency Air Conditioner (EER-10 Minium)*
- GE Quality Appliances
- Kwikset Quality Brass Finish Door Hardware
- Moen Washerless Single-Lever Faucets
- ★ 10 Year Pulte Protection Plan™
- Prewire for 2 Telephone Outlets With Jacks And 2 Outlets For Cable
- Security System Prewire All Windows and Doors

Luxurious Master Suites And Baths

- Ceramic Tiled Walls In Tub Area
- Spacious Master Bedroom Suites With Carpeted Walk-In Closet (Per Plan)
- Decorator Vanities and Mirrors
- Decorative Lighting
- Mirrored Medicine Cabinets (Per Plan)
- White or Almond Color Sinks, Tubs, and Elongated Water Closets
- Moen Washerless Chrome Faucets On All Sinks And Tubs
- Carefree No Wax Vinyl Floors

Luxurious Custom Interiors

- ★ Ceramic Tile in Foyer
- Painted Trimwork Throughout
- Paifoted 6 Panel Doors
- Decorative Light Fixture Package
- Designer Carpet With ½" Padding
- Durable Marble Window Sills
- Textured Ceilings
- Ventilated Vinyl-Clad Shelving
- Smoke Detectors
- ★ Vertical Blinds

Quality Construction Features

- Steel/Concrete Second and Third Floors
- Steel Reinforced Poured Concrete Foundation
- Professionally Engineered Roof Trusses With Hurricane Tie Downs For Wind Protection
- Durable Galvanized Steel Studs 24" OC (Non Bearing)
- Soil Treatment Under Slabs For Termites
- ★ Fire Sprinkler-System W/Common Monitor
- Screened-In Covered Porch
- Concrete Block Exterior Walls
- Concrete Block Walls Between Homes

Money Saving Energy Features

- Energy Efficient Air Conditioning
- ★ Air Infiltration Sealant Applied Around All Windows and Door Openings And All Electrical And Plumbing Penetrations
- Off-Ridge Vent and Flow-Thru Soffit Systems For Effective Attic Ventilation
- Energy Saving Insulated Entry Door
- ★ R-19 Ceiling Insulation (3rd Floor)
- ★ R-7 Ext. Wall
- 30 Gallon Quick Recovery Water Heaters

Gourmet Kitchens

- GE Refrigerator with Ice Maker
- GE Self Cleaning Range
- Built-In GE Microwave
- Multi-Cycle GE Dishwasher
- GE Washer and Dryer
- Food Disposal Unit
- Spacious Double Bowl Stainless Steel Sink
- Moen Single-Lever Washerless Faucet With Spray
- Carefree No-Wax Vinyl Flooring
- Oak Picture Frame Cabinets

Special Features

- ★ Gated Entry
- ★ One Parking Space Per Condo Home
- ★ Pulte Mortgage Company, A Pulte Home Corporation Wholly Owned Subsidiary, Provides One-Stop Shopping Convenience With a Complete Array Of Financing Programs at Competitive Rates.

The residential dwellings in this community are designed and constructed to comply with the accessibility and adaptability provisions of the Federal Fair Housing Act.

This community is permitted to contain and does contain [illegible] that are marketed, sold, and resold to individuals and groups that rent or lease such homes on a site basis.

★ E[illegible] Pulte Features

BUILDING TYPE 1
PHASE 1

PULTE Master Builder

WYNDHAM PALMS
CONDOMINIUMS
ORLANDO, FLORIDA

Wyndham Palms Price List

EFFECTIVE DATE OF PRICING _____

The Doral at 1,050 Sq. Ft. From $_____

The Augusta at 1,206 Sq. Ft. From $_____

The St. Andrews at 1,408 Sq. Ft. From $_____

* Some locations will carry a premium. See Sales Associate for details.

PULTE Master Builder™

Homes Built on Excellence

ORAL REPRESENTATION CANNOT BE RELIED UPON AS CORRECTLY STATING REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, MAKE REFERENCE TO THIS BROCHURE AND TO THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

This community is permitted to contain and does contain homes that are marketed, sold, and resold to individuals and groups that rent or lease such homes on a short term basis.

The residential dwellings in this community are designed and constructed to comply with the accessibility and adaptability provisions of the Federal Fair Housing Act.

Revised 3/1/99

BUILDING TYPE 1
PHASE 1

PULTE Master Builder

WYNDHAM PALMS
CONDOMINIUMS
ORLANDO, FLORIDA

2

WYNDHAM PALMS, A CONDOMINIUM
ESCROW AGREEMENT

THIS AGREEMENT, made this 10th day of December, 1999, by and between PULTE HOME CORPORATION, a Michigan corporation authorized to do business in the State of Florida, whose address is 555 Winderley Place, Suite 420, Maitland, Florida 32751 (hereinafter called "Developer"), and GULF ATLANTIC TITLE, a division of Lawyers Title Insurance Corporation, whose address is 100 South Osceola Avenue, Suite 500, Orlando, FL 32801 (hereinafter called "Escrow Agent").

WITNESSETH:

WHEREAS, Developer intends to construct and develop, in accordance with the Florida Condominium Act, a condominium project known as WYNDHAM PALMS, A CONDOMINIUM (the "Condominium"), on lands owned or to be owned by Developer in Osceola County, Florida;

WHEREAS, Developer intends to enter into Agreements for Purchase and Sale of Real Estate ("Purchase Agreement") with prospective purchasers of units in the Condominium with payments on account of the purchase price to be made to Escrow Agent to be held and disbursed according to the provisions of this Agreement and Florida law; and

WHEREAS, Escrow Agent has consented to so act; and

WHEREAS, Escrow Agent and Developer are completely unrelated entities.

NOW THEREFORE, in consideration of these premises, it is mutually agreed as follows:

1. Payment of Funds to Escrow Agent. When Developer enters into a Purchase Agreement, Developer shall require deposits due thereunder to be made payable to the Escrow Agent, and shall deliver said deposit with copies of the Purchase Agreement to the Escrow Agent. The Escrow Agent shall deliver a receipt for the deposits to the Developer and the individual unit purchasers ("Purchasers").

2. Receipt of Funds by Escrow Agent. Escrow Agent shall receive and hold said funds in one or more accounts pursuant to the requirements of Florida Statutes, Section 718.202. Funds shall not be deemed received by Escrow Agent until final payment to the Escrow Agent of any check or any other negotiable instrument, as defined in Section 674.215, Florida Statutes.

3. Release of Escrow Funds From Account. All deposits on Purchase Agreements shall be released to the Developer only as follows:

A. Upon closing of title to the unit to which such deposit relates, escrow funds shall be paid to Developer upon receipt from the Developer of a closing statement or other verification signed by the Purchaser or his attorney or authorized agent reflecting that the transaction for the sale and purchase of the subject condominium unit has been closed and consummated together with a copy of the Deed to the Purchaser (the foregoing shall not apply in the event Escrow Agent also acts as the closing agent); provided, however, that no disbursements shall be made under this paragraph if, prior to the disbursement, the Escrow Agent received from Purchaser written notice of a dispute between the Purchaser and the Developer; and Escrow Agent may then proceed in accordance with the other provisions of this Agreement.

B. A default by Purchaser under the terms of the Purchase Agreement may entitle the Developer to any funds deposited under the Purchase Agreement, if at any time all of the following events occur:

i. Developer certifies in writing that the Purchaser whose funds are being held hereunder has defaulted under the terms of his Purchase Agreement;

ii. Developer specifies and describes the nature of the default;

Iii. Developer certifies that the Purchaser is not any longer legally entitled to rescind his agreement under the Condominium Act;

iv. Developer notifies the Purchaser of Purchaser's default by certified mail, return receipt requested;

v. Developer furnishes Escrow Agent with evidence of such notices; and

vi. Escrow Agent does not receive notification (either from Developer or Purchaser) that Purchaser has objected to the disbursement of the escrowed funds, within ten (10) days of the notice specified in (iv) above.

The Escrow Agent shall thereafter treat all funds of said Purchaser then held by Escrow Agent on account of the Purchase Agreement in default as funds of Developer and shall forthwith pay funds to Developer, together with interest earned thereto.

4. Refunds to Purchasers. The Escrow Agent shall refund the Purchaser's deposit escrowed hereunder and the full amount of any interest earned thereon, in accordance with the following:

A. A Purchaser shall be entitled to a refund, and Escrow Agent shall pay said funds to Purchaser in accordance with the terms hereof, upon receipt of a written request from the Purchaser for a refund, stating that the Purchaser has legally terminated his Purchase Agreement (a copy of which request must be provided to Developer by certified mail return receipt requested), and the expiration of ten (10) days from the date of said notice in which Escrow Agent does not receive notification from Developer that Developer objects to the disbursement of the escrowed funds; or on receipt of a written request from the Developer to return to Purchaser the funds of such Purchaser then held hereunder by Escrow Agent; or on receipt of written notice from the Developer that the Purchaser has legally rescinded his Purchase Agreement. If the Developer finds it necessary to alter or amend the information required in Sections 718.503 or 718.504, Florida Statutes, and the prospective Purchaser then properly exercises his right to rescission of the Purchase Agreement, the Escrow Agent shall immediately and without qualification refund in full to the prospective Purchaser the earnest money deposit upon written request by the Developer or the prospective Purchaser (with confirmation from the Developer that Purchaser has properly exercised his right to rescind.)

B. If any refund is required under this paragraph 4 with respect to a Purchase Agreement, but the escrow deposit relating thereto has already been disbursed to the Developer, the Developer shall immediately provide funds to the Escrow Agent in an amount sufficient to make said refund.

5. Interest. The Escrow Agent shall be under no duty to invest said funds in an interest-bearing account. If said funds are so invested, all interest shall be paid to the party receiving the deposit. Escrow Funds can only be invested in securities of the United States or any agency thereof or in accounts in institutions the deposits of which are insured by an agency of the United States or in such other investments permitted by the Florida Condominium Act.

6. Developer's Use of Sales Deposits.

A. Any payments made by a Purchaser in excess of ten percent (10%) of the purchase price shall be placed in a separate Special Escrow Account by the Developer or his agent and may not be used by the Developer prior to closing except as provided in Section 3 above, or for refund to Purchaser, as provided in Section 4 above, or as provided in paragraph B below.

B. Pursuant to Section 718.202(3), Florida Statutes, if the Purchase Agreement so provides, the Developer may withdraw escrow funds in excess of ten percent (10%) of the purchase price from the Special Escrow Account when

construction of the condominium improvements has begun and a Purchase Agreement has been signed by Purchaser. The Developer may use the funds in the actual construction and development of the condominium property. No portion of the funds, however, may be used for salaries, commissions, or expenses of salesmen or for advertising purposes.

7. Liability of Escrow Agent. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statements or assertions contained in such writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution or the validity of any written instructions delivered to it; the sufficiency of the title to the property to be conveyed; use or proper application of escrow funds after disbursement; compliance with any escrow withholding disclosure requirements imposed on the Developer or Escrow Agent by Florida law; nor as to the identity, authority or rights of any person executing the same. The duties of the Escrow Agent are limited to the safekeeping of the deposits and to disbursements of same in accordance with the written instructions described above. The Escrow Agent undertakes to perform only such duties as are expressly set forth herein, and no implied duties or obligations shall be read into this Agreement against the Escrow Agent. Upon the Escrow Agent's disbursing the deposit of a Purchaser in accordance with the provisions hereof, the escrow shall terminate for such Purchaser's deposit, and Escrow Agent shall thereafter be released of all liability in connection therewith.

The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection for any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any king unless caused by its willful misconduct or gross negligence, and Developer agrees to indemnify and does hereby indemnify and hold the Escrow Agent harmless from any claims, demands, causes of action, liability, damages or judgments, including the cost of defending any action against it, together with any reasonable attorney's fees incurred therewith, in connection with Escrow Agent's undertaking pursuant to the terms and conditions of this Escrow Agreement, unless such act or omission is a result of the willful misconduct or gross negligence of the Escrow Agent. The obligation to indemnify shall survive any resignation or termination of the Escrow Agent. The Escrow Agent is not obligated to make a payment until the deposit check received by it has cleared.

8. Disagreements. In the event of disagreement about the interpretation of this Agreement, or about the rights and obligations or the propriety of any action contemplated by the Escrow Agent hereunder, Escrow Agent may, at its sole discretion, file an action in interpleader to resolve said disagreement. Escrow Agent shall be

indemnified by Developer for all costs, including reasonable attorneys' fees, in connection with the aforesaid interpleader action.

9. Litigation. If Escrow Agent is joined as a party to a lawsuit because it is holding a Purchaser's deposit, Escrow Agent shall, at its option, either tender said deposits to the Registry of the appropriate Court, or disburse same in accordance with the Court's ultimate disposition of the cause and Escrow Agent shall be entitled to its reasonable attorneys' fees and court costs, to be paid by the nonprevailing party in the underlying deposit disputs between the Purchaser and the Developer.

10. Termination of Escrow Agent. The Escrow Agent may resign at any time upon the giving of thirty (30) days written notice to the Developer, or may be terminated by Developer on thirty (30) days notice. Within said thirty-day period, Developer shall have the sole right to appoint a successor Escrow Agent upon notice to the Escrow Agent and the Purchaser. Thereupon, all funds may be transferred from the Escrow Agent to the successor Escrow Agent, providing the successor Escrow Agent executes an Escrow Agreement in substantially the same form and substance as this Agreement and Developer executes a release of liability in favor of Escrow Agent in a form acceptable to Escrow Agent. A successor Escrow Agent shall be an individual or entity qualified to so act under Section 718.202, Florida Statutes. If a successor Escrow Agent is no appointed by the Developer within thirty (30) days after notice of resignation, the Escrow Agent may petition any court of competent jurisdiction to name a successor Escrow Agent; and the Escrow Agent herein shall be fully relieved of all liability under this Agreement to any and all parties, upon the transfer of and due accounting for the escrow deposits to the successor Escrow Agent either designated by the Developer or appointed by the court.

11. Applicable Law. This Agreement shall be construed and enforced according to the laws of the State of Florida.

12. Incorporation of Agreement. This Agreement shall be expressly incorporated by reference in all Purchase Agreements between Developer and Purchasers.

13. Entire Agreement. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and shall be binding upon the parties, their respective successors, and assigns.

14. Alternative Assurance. Developer reserves the right to post an alternative assurance in accordance with Section 718.202, Florida Statutes, and Rule 61B-17.009, Florida Administrative Code. The director of the Division has the discretion to accept other assurances from Developer in lieu of the escrow of all or any portion of the funds required to be escrowed hereunder. Developer may, but is not obligated to, submit to the Division for approval a letter of credit or other assurance, such as surety bonds or cash, as may be approved by the Division from time to time. If the Division accepts the

other assurance as being sufficient under the Condominium Act and this Agreement, such other assurance will serve as security for all or a portion of the Deposits otherwise required to be escrowed hereunder in accordance with the terms and conditions of this Escrow Agreement. Developer shall be obligated to furnish Escrow Agent with a copy of the Division's approval of any other assurance along with the certificate of Developer that such other assurance is adequate in amount to cover all Deposits to be made in connection with the Condominium. Notwithstanding anything contained herein to the contrary, no increase or substitute other assurance arrangements shall be instituted, and Escrow Agent may not rely on any such increased or substitute other assurance, without the prior written approval of the Division.

A. Holding of Funds Secured by Other Assurance. For so long as Developer maintains an acceptable other assurance as contemplated herein, Developer will not be required to escrow the deposits otherwise required to be escrowed hereunder with Escrow Agent; provided, however, that the total amount of deposits retained by Developer is less than or equal to the amount of the other assurance, including all increases and extensions thereof which may be approved by the Division from time to time. Provided further that in the event that Developer receives deposits which in total exceed the amount of the other assurance, any such excess deposits shall be delivered to Escrow Agent immediately in accordance with the procedures set forth herein. Alternatively, such excess deposits may be redelivered to Developer by Escrow Agent upon the receipt by Escrow Agent of acknowledgment by the Division that the Division is in possession of an acceptable increase in the amount of the other assurance to cover the excess of the deposits.

B. Monthly Accounting. Developer shall provide Escrow Agent with a monthly accounting of all deposits which are not escrowed because of the existence of an other assurance, which monthly accounting shall be used by Escrow Agent as a means of compiling the status report required by paragraph C below. Escrow Agent shall be entitled to fully and completely rely upon the accuracy of said monthly accountings. Such monthly reports shall indicate the amount of monies then held by Developer and a list of the Purchasers who have made such deposits.

C. Expiration of Alternative Assurance. Notwithstanding anything contained herein to the contrary:

i. Developer shall supply the Division with a replacement to the other assurance which is acceptable to the Division at least forty-five (45) days prior to the expiration of the other assurances.

ii. If Escrow Agent has not received notification from the Division that Developer has complied with paragraph C(i) above, then thirty (30) days prior to the expiration of the other assurance, Escrow Agent shall provide the Division

with a report showing the status of the total funds secured by the other assurance as of the thirtieth (30th) day prior to the expiration of the other assurance based on the monthly reports furnished by Developer.

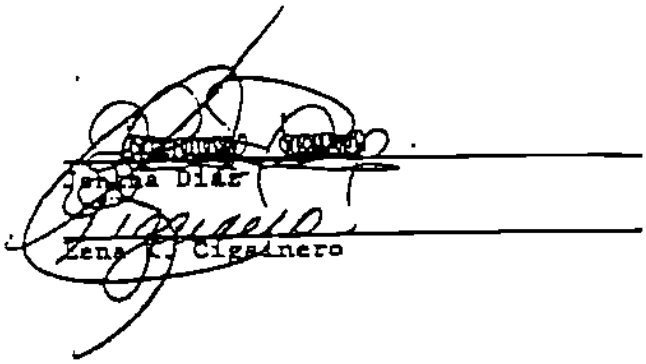
iii. In addition to paragraph C(ii) above, Escrow Agent shall then make demand for payment from Developer to Escrow Agent of that amount of total funds secured by the other assurance. In the event such payment is not forthcoming from Developer with in five (5) days from mailing of demand by Escrow Agent, then Escrow Agent and/or the Division shall make demand upon the other assurance to the extent of the amount of funds and place such funds with Escrow Agent, which shall then be responsible for maintaining such funds in accordance with this Agreement. In the event Escrow Agent fails to make the necessary demand on the other assurance as set forth above, the Division shall have the right to then make the demand on the other assurance in accordance with the terms of this Agreement and such funds shall be placed in escrow pursuant to this Agreement. It is understood that this procedure shall similarly be followed in the event of any dispute with any Purchaser relating to refunds of any funds secured by the other assurance from time to time that is not resolved within fifteen (15) days from the date that Developer received notice of the dispute.

D. Release of Funds to Developer. Funds retained by Developer pursuant to paragraph 14(A) above, which are secured by the other assurance, may only be released from the other assurance upon presentation to Escrow Agent of one of the certifications set forth immediately below in paragraph 14(B), with the addition provision that funds previously released are no longer required to be secured by the other assurance.

E. Assurance No Longer Required. If any outstanding other assurance is no longer required in order to enable Escrow Agent to satisfy the conditions set forth in the Condominium Act and herein, then Developer shall so notify Escrow Agent and the issuer in written form by certified mail at least forty-five (45) days in advance of the expiration date of the other assurance and Escrow Agent shall return the other assurance to the issuer. For purposes of this paragraph, the expiration date of any other assurance which is automatically renewable shall be extended by the applicable renewal periods unless Escrow Agent receives notice from the issuer that the issuer will not renew the other assurance. Escrow Agent is authorized to rely upon a statement from Developer as to whether other assurance is no longer required to satisfy the conditions set forth in the Condominium Act and herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this Agreement as of the day and year first above written.

Witnesses:



Jenna Diaz

Zena K. Cigainero

DEVELOPER:

PULTE HOME CORPORATION, a Michigan corporation

By: _____
Charles F. O'Sullivan

Title: Division President

(Corporate Seal)

ESCROW AGENT:

GULF ATLANTIC TITLE, a Division of ~~corporation~~ Lawyers Title Insurance Corporation

By: _____

Title: SVP & Florida Area Mgr.

(Corporate Seal)

Zena Washington
Zena Washington

Carla Richland
Carla Richland

12/09/08 8:18 AM d-1
36263.101426
#2622156 v1

This instrument was prepared
by and should be returned to:

Casey M. Cavanaugh, Esquire
Lowndes, Drosdick, Doster, Kantor
& Reed, P.A.
Post Office Box 2809
Orlando, Florida 32802-2809

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made and executed as of the 30th day of September, 1999, by SANDHILLS CORPORATION, a Florida corporation, whose address is 155 Ocean Lane Drive, Apt. 1001, Key Biscayne, Florida 33149 (hereinafter referred to as the "Grantor") to PULTE HOME CORPORATION, a Michigan corporation, whose address is 555 Winderley Place, Suite 420, Maitland, Florida 32751 (hereinafter referred to as the "Grantee");

WITNESSETH:

That the Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the Grantee that certain piece, parcel or tract of land situated in Osceola County, Florida more particularly described as follows, to wit:

SEE EXHIBIT "A" ATTACHED HERETO

(hereinafter referred to as the "Subject Property");

TOGETHER WITH all the tenements, hereditaments, easements and appurtenances, including riparian rights, if any, thereto belonging or in anywise appertaining;

TO HAVE AND TO HOLD the Subject Property in fee simple forever.

AND the Grantor does hereby covenant with and warrant to the Grantee that the Grantor is lawfully seized of the Subject Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Subject Property; and that the Grantor fully warrants the title to the Subject Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

THE conveyance made herein, however, is expressly made SUBJECT TO ad valorem real property taxes and assessments for the year 1999 and thereafter and those matters described on Exhibit "B" attached hereto.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Name: Mark L. Rivera

Name: MARY L. OSCARIZ

SANDHILLS CORPORATION,
a Florida corporation

By: _____
Gustavo Lopez-Munoz, President

Address:
155 Ocean Lane Drive, Apt. 1001
Key Biscayne, Florida 33149

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 29 day of September, 1999 by GUSTAVO LOPEZ-MUNOZ, as President of SANDHILLS CORPORATION, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

Notary Public Signature
MARY L. OSCARIZ

Typed or Printed Notary Name
Notary Public-State of _____
Commission No.: _____
My Commission Expires: _____

OFFICIAL NOTARY SEAL
MARY L OSCARIZ
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC746414
MY COMMISSION EXP. JUNE 21,2002

EXHIBIT "A"

LEGAL DESCRIPTION

BEGINNING AT THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA; THENCE SOUTH 89°38'28" WEST ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 2208.48 FEET; THENCE DEPARTING SAID NORTH LINE OF SAID SECTION 16 SOUTH 00°21'32" EAST A DISTANCE OF 485.00 FEET; THENCE SOUTH 45°21'32" EAST A DISTANCE OF 106.07 FEET; THENCE NORTH 89°38'28" EAST A DISTANCE OF 650.72 FEET; THENCE SOUTH 02°25'02" EAST A DISTANCE OF 461.73 FEET; THENCE SOUTH 39°20'17" EAST A DISTANCE OF 82.57 FEET TO A POINT ON A NON-TANGENT CURVE, SAID CURVE IS CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 340.00 FEET, AND AN INCLUDED ANGLE OF 45°24'19", (CHORD BEARING SOUTH 22°41'18" WEST, CHORD DISTANCE OF 262.44 FEET), RUN ALONG SAID CURVE A DISTANCE OF 269.44 FEET TO A POINT; THENCE NORTH 89°33'54" EAST ALONG THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER, A DISTANCE OF 1175.52 FEET; THENCE DEPARTING SAID SOUTH LINE, NORTH 00°08'10" EAST A DISTANCE OF 330.02 FEET; THENCE NORTH 89°33'54" EAST A DISTANCE OF 330.02 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF THE NORTHEAST ONE- QUARTER; THENCE ALONG SAID EAST LINE, NORTH 00°08'10" EAST A DISTANCE OF 995.15 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 51.59 ACRES, MORE OR LESS.

AND

LEGAL DESCRIPTION

COMMENCING AT THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA; THENCE SOUTH 00°08'10" WEST ALONG THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF NORTHEAST ONE-QUARTER SAID SECTION 16; A DISTANCE OF 1325.17 FEET; THENCE DEPARTING SAID EAST LINE SOUTH 89°33'54" WEST ALONG THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF NORTHEAST ONE-QUARTER OF SAID SECTION 16, A DISTANCE OF 1325.53 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER OF NORTHEAST ONE-QUARTER; THENCE DEPARTING SAID SOUTH LINE SOUTH 83°58'41" WEST A DISTANCE OF 181.01 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°57'30" WEST A DISTANCE OF 203.97 FEET; THENCE SOUTH 68°58'36" WEST A DISTANCE OF 81.45 FEET; THENCE SOUTH 87°48'00" WEST A DISTANCE OF 42.10 FEET; THENCE NORTH 08°19'29" WEST A DISTANCE OF 48.80 FEET; THENCE NORTH 81°40'31" EAST A DISTANCE OF 18.67 FEET; THENCE NORTH 08°19'29" WEST A DISTANCE OF 173.41 FEET; THENCE SOUTH 84°45'03" WEST A DISTANCE OF 80.29 FEET; THENCE NORTH 28°17'18" WEST A DISTANCE OF 276.13 FEET; THENCE NORTH 01°29'56" WEST A DISTANCE OF 64.84 FEET; THENCE NORTH 13°42'16" EAST A DISTANCE OF 40.64 FEET; THENCE NORTH 77°13'42" EAST A DISTANCE OF 60.59 FEET; THENCE NORTH 12°46'18" WEST A DISTANCE OF 111.63 FEET; THENCE NORTH 20°00'53" EAST A DISTANCE OF 135.83 FEET; THENCE NORTH 89°38'28" EAST A DISTANCE OF 487.17 FEET; THENCE SOUTH 02°25'02" EAST A DISTANCE OF 461.73 FEET; THENCE SOUTH 39°20'17" EAST A DISTANCE OF 82.57 FEET TO A POINT ON A NON-TANGENT CURVE, SAID CURVE IS CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 340.00 FEET, AND AN INCLUDED ANGLE OF 45°09'10", (CHORD BEARING SOUTH 22°48'52" WEST, CHORD DISTANCE OF 261.06 FEET), RUN ALONG SAID CURVE A DISTANCE OF 267.94 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°02'30" WEST A DISTANCE OF 19.12 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 8.92 ACRES, MORE OR LESS.

EXHIBIT "B"

1. Order recorded in O.R. Book 1545, Page 1616, Public Records of Osceola County, Florida.

2. Easement recorded in O.R. Book 1532, Page 1800, Public Records of Osceola County, Florida.

3. Agreement recorded in O.R. Book 821, Page 2020, Public Records of Osceola County, Florida.

4. Reservations in favor of the State of Florida, as set forth in the deed form the Trustees of the Internal Improvement Fund of the State of Florida, recorded October 5, 1946 in Deed Book 114, Page 308, Public Records of Osceola County, Florida, as affected by that certain Release recorded in O.R. Book 1649, Page 737 of the Public Records of Osceola County, Florida.

5. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of Fantasy Heights Phase 1-A, as recorded in Plat Book 4, Page 170, Public Records of Osceola County, Florida.

6. Right of Way of Sandhill Road over the East line of the subject Property.

7. Rights of Way of Fantasy Heights Boulevard and Cinderella Avenue.

WYNDHAM PALMS
CONDOMINIUM ASSOCIATION, INC.
OPERATING BUDGET
JANUARY 1, 2000-DECEMBER 31, 2000
480 UNITS - ALL PHASES
BUILDINGS 1 THROUGH 16

	ANNUAL	PER MONTH	PER UNIT ANNUALLY
INCOME			
4020 ASSESSMENTS	$777,614.00	$64,801.17	$1,620.03
4040 LIMITED COMMON ELEMENTS	$0.00	$0.00	$0.00
4060 LATE CHARGES	$0.00	$0.00	$0.00
4080 TRANSFER FEES	$0.00	$0.00	$0.00
4100 INTEREST-SAVINGS	$0.00	$0.00	$0.00
MISC. INCOME	$0.00	$0.00	$0.00
4210 ADMINISTRATIVE FEES	$0.00	$0.00	$0.00
4340 INTEREST - RESERVES	$1,944.00	$162.00	$4.05
4350 INTEREST - ALLOCATED	($1,944.00)	($162.00)	($4.05)
4970 TOTAL:	$777,614.00	$64,801.17	$1,620.03
5000 BUILDING MAINTENANCE			
5020 ROOF REPAIRS	$2,500.00	$208.33	$5.21
5040 EXTERIOR REPAIRS	$2,500.00	$208.33	$5.21
5050 INTERIOR REPAIRS	$1,000.00	$83.33	$2.08
5060 PLUMBING REPAIRS	$2,500.00	$208.33	$5.21
0 ELECTRICAL REPAIRS	$1,500.00	$125.00	$3.13
5081 BLDG. LIGHTING MAINT/SUPPLIES	$3,600.00	$300.00	$7.50
5100 PAINTING-MINOR	$700.00	$58.33	$1.46
5120 LABOR-ASSOC. EMPL. MAINT.	$55,328.00	$4,610.67	$115.27
5140 MISC MATERIALS	$650.00	$54.17	$1.35
5170 PAYROLL TAXES	$18,258.00	$1,521.50	$38.04
5180 TERMITE BOND	$11,950.00	$995.83	$24.90
5210 JANITORIAL SUPPLIES	$1,000.00	$83.33	$2.08
5220 SIGN MAINTENANCE	$500.00	$41.67	$1.04
5240 INTERIOR PEST CONTROL	$68,000.00	$5,666.67	$141.67
5250 EXTERIOR PEST CONTROL	$1,500.00	$125.00	$3.13
5260 WATER & SEWER	$110,000.00	$9,166.67	$229.17
5280 TRASH REMOVAL	$92,800.00	$7,733.33	$193.33
5300 ELECTRIC	$23,000.00	$1,916.67	$47.92
5340 FIRE EXT. MAINTENANCE	$1,800.00	$150.00	$3.75
5350 FIRE ALARM MAINTENANCE	$3,500.00	$291.67	$7.29
5360 FIRE ALARM MONITORING	$15,000.00	$1,250.00	$31.25
5420 INSURANCE ADJ.	$1,000.00	$83.33	$2.08
5510 WINDOW CLEANING	$12,000.00	$1,000.00	$25.00
5610 GUTTER MAINT. &REP/REPL.	$2,000.00	$166.67	$4.17
5620 EQUIPMENT PURCHASE	$2,000.00	$166.67	$4.17
5630 EQUIPMENT MAINT. & REPAIR	$1,000.00	$83.33	$2.08
TOTAL:	$435,586.00	$36,298.83	$907.47

GROUNDS MAINTENANCE			
6020 ON-SITE LABOR-ASSOC. EMPL	$0.00	$0.00	$0.00
6040 CONTRACT LABOR(LAWN MAINT)	$56,000.00	$4,666.67	$116.67
6060 MULCH	$4,200.00	$350.00	$8.75
6070 SOD & GRASS	$1,500.00	$125.00	$3.13
6080 LAWN SPRAY:PEST/FERT.	$8,500.00	$708.33	$17.71
6090 RETENTION POND MAINTENANCE	$0.00	$0.00	$0.00
6110 ENTRY LANDSC.-FLOWERS	$3,200.00	$266.67	$6.67
6120 IRRIGATION REPAIR	$6,500.00	$541.67	$13.54
6130 MAJOR EQUIPMENT PURCHASE	$6,500.00	$541.67	$13.54
6140 WATER -IRRIGATION(RECYCLED)	$11,000.00	$916.67	$22.92
6160 MISC. SUPPLIES	$1,500.00	$125.00	$3.13
6170 IRRIGATION PUMP MAINT/REP.	$3,500.00	$291.67	$7.29
6200 SHRUB/TREE REPL.	$2,500.00	$208.33	$5.21
6240 TREE TRIM/REMOVAL	$1,000.00	$83.33	$2.08
6250 PERIMETER FENCE/WALL/ENTRY	$1,500.00	$125.00	$3.13
6310 ENTRY DECORATIVE LIGHTING	$1,000.00	$83.33	$2.08
6400 SIDEWALK MAINTENANCE	$2,000.00	$166.67	$4.17
6410 STREETLITE/BALLARD LITE MAINT.	$1,500.00	$125.00	$3.13
6380 SIGN PURCHASES	$0.00	$0.00	$0.00
TOTAL:	$111,900.00	$9,325.00	$233.13
ADMIN/MANAGEMENT			
8010 ON-SITE MANAGER	$27,000.00	$2,250.00	$56.25
8020 MANAGEMENT FEE	$51,840.00	$4,320.00	$108.00
8030 NEWSLETTER COSTS	$2,000.00	$166.67	$4.17
8040 POSTAGE	$5,400.00	$450.00	$11.25
8050 PAYROLL TAXES & INS.	$8,580.00	$715.00	$17.88
8060 COPIES/SUPPLIES/PRINTING	$5,200.00	$433.33	$10.83
8070 ADMIN FEES - LIENS	$200.00	$16.67	$0.42
8080 CPA SERVICES	$3,700.00	$308.33	$7.71
8010 LEGAL EXPENSE	$3,500.00	$291.67	$7.29
8110 PROPERTY TAX	$0.00	$0.00	$0.00
8120 INSURANCE-PROPDMG/LIAB/D&O	$54,950.00	$4,579.17	$114.48
8140 LICENSE	$0.00	$0.00	$0.00
8150 BEEPER SERVICE	$220.00	$18.33	$0.46
8160 PHONE & FAX	$2,000.00	$166.67	$4.17
8180 INCOME TAX	$1,000.00	$83.33	$2.08
8190 MISC.	$500.00	$41.67	$1.04
8230 BANK CHARGES	$240.00	$20.00	$0.50
8300 GROUP INSURANCE	$4,320.00	$360.00	$9.00
8340 CONTINGENCY	$1,500.00	$125.00	$3.13
8380 MEETING RENTALS	$0.00	$0.00	$0.00
8390 ANNUAL COIRPORATE REPORT	$61.00	$5.08	$0.13
8410 RENT FOR REC. AREAS*	N/A	N/A	N/A
8420 TAXES-ASSOC PROPERTY	N/A	N/A	N/A
8430 TAXES LEASED PROPERTY	N/A	N/A	N/A
8440 SECURITY SERVICE	N/A	N/A	N/A
8450 OPERATING CAPITAL	N/A	N/A	N/A
8460 FEES TO DIVISION OF CONDOS	$1,920.00	$160.00	$4.00
TOTAL:	$174,131.00	$14,510.92	$362.77

TOTAL OPERATING EXPENSES:	$721,617.00	$60,134.75	$1,503.37
ERVES:			
.0 ROOFS	$13,177.00	$1,098.08	$27.45
9130 PAINTING	$32,000.00	$2,666.67	$66.67
9150 PAVING-RESEAL	$4,372.00	$364.33	$9.11
9160 PAVING-1" OVERLAY	$6,448.00	$537.33	$13.43
TOTAL:	$55,997.00	$4,666.42	$116.66
TOTAL ALL EXPENSES:	$777,614.00	$64,801.17	$1,620.03
2000 MAINTENANCE FEE PER UNIT:	$135.00		

BUDGET NOTES: THE OWNER'S OF THE CONDOMINIUM UNITS WILL BE SUBJECT TO MEMBERSHIP IN A MASTER ASSOCIATION. THE MASTER ASSOCIATION WILL PROVIDE THE RECREATIONAL FACILITIES AND THE SECURITY. EACH OWNER WILL BE BILLED SEPARATELY FOR THESE SERVICES AND FACILITIES BY THE ASSOCIATION.

WYNDHAM PALMS CONDOMINIUM ASSOCIATION, INC.
PROPOSED OPERATING BUDGET
JANUARY 1, 2000 THROUGH DECEMBER 31, 2000
RESERVE SCHEDULE
480 UNITS - 16 BUILDINGS

COMPONENT	EST. USEFUL LIFE	REMAINING USEFUL LIFE	YEAR LAST COMPL.	COST TO REPLACE	AMT. FUNDED TO DATE	AMT. TO BE FUNDED 2000
ROOF	17 YEARS	17 YEARS	2000	$224,000.00	$0.00	$13,177.00
PAINT	6 YEARS	6 YEARS	2000	$192,000.00	$0.00	$32,000.00
ROADS						
RE-SEALING	3 YEARS	3 YEARS	2000	$13,115.00	$0.00	$4,372.00
RE-PAVING(1"OVERLAY)	15 YEARS	15 YEARS	2000	$96,716.00	$0.00	$6,448.00
TOTAL RESERVES TO BE FUNDED:						$55,997.00

Prepared by and Return to:
Julius J. Zschau, Esq.
Johnson, Blakely, Pope, Bokor, Ruppel & Burns, P.A.
911 Chestnut Street
Clearwater FL 33756

CONDOMINIUM SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this ____ day of _____, ____, by and between PULTE HOME CORPORATION, a Michigan corporation, as Grantor, whose post office address is 555 Winderley Place, Suite 420, Maitland, Florida 32751, and _____ and _____, as Grantee, whose post office address is _____.

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable considerations, to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains and sells to the Grantee, their heirs, successors and assigns forever, the following described real property, located and situate in the County of Osceola, State of Florida, to wit:

That certain Condominium Parcel composed of UNIT _____, WYNDHAM PALMS, A CONDOMINIUM, in accordance with the covenants, conditions, easements, restrictions, terms and provisions of the Declaration of Condominium as recorded in Official Records Book _____, Page _____, and being further described in the condominium plat thereof as recorded in Condominium Plat Book ____, Page _____ of the Public Records of Osceola County, Florida, together with an undivided _____% interest in the common elements appurtenant thereto.

Parcel Identification Number: _____

Grantee's Identification Number: _____

This conveyance is subject to the following:

1. Real estate taxes for the current year, and subsequent years;

2. Conditions, restrictions, agreements, limitations and easements of record; if any, but this provision shall not operate to reimpose the same;

3. The Prospectus and all Exhibits attached thereto of WYNDHAM PALMS, A CONDOMINIUM, as recorded in Official Records Book _____, Page _____, of the Public Records of Osceola County, Florida, together with all amendments thereto.

4. The Master Declaration of Covenants, Conditions and Restrictions for Wyndham Palms, as recorded in Official Records Book ____, Page ____, the Articles of Incorporation filed with the Secretary of State and recorded as Exhibit "A" to the Master Declaration, and the Bylaws recorded as Exhibit "B" to the Master Declaration for WYNDHAM PALMS MASTER COMMUNITY ASSOCIATION, INC.

By acceptance of this Deed, the Grantee hereby assumes and agrees to accept all of the terms and conditions of the Declaration of Condominium of WYNDHAM PALMS, A CONDOMINIUM and the Articles of Incorporation and Bylaws of WYNDHAM PALMS CONDOMINIUM ASSOCIATION, INC. and the Master Declaration of Covenants, Conditions and Restrictions for Wyndham Palms and the Articles of Incorporation and Bylaws for WYNDHAM PALMS MASTER COMMUNITY ASSOCIATION, INC.

The benefits and obligations hereunder shall inure to and shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto. The Grantor does hereby fully warrant the title to the real property hereby conveyed and will defend same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, the Grantor has caused this Condominium Special Warranty Deed to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

PULTE HOME CORPORATION, a
Michigan corporation

_____
Signature

By:_____
Print Name: _____

_____
Print Name

As: _____

_____
Signature

(CORPORATE SEAL)

_____
Print Name

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, ____, by _____, as _____ of PULTE HOME CORPORATION, a Michigan corporation, on behalf of the corporation. [He] [She] [is personally known to me] [has produced _____ as identification].

_____
Notary Public
Print Name:_____

My commission expires:

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TO BE SUBMITTED AT A LATER TIME

RULES AND REGULATIONS

Each Owner, lessee, invitee, relative, guest or otherwise, hereinafter referred to as Occupant, of the Unit, shall be governed by the following Rules and Regulations. All capitalized terms shall have the meaning as defined in the Declaration of Condominium of Wyndham Palms, a Condominium.

1. All automobiles shall be parked only in the parking spaces so designated for that purpose by the Developer. No vehicle other than passenger automobiles, motorcycles, vans, mini-vans, pick-up trucks and all other non-commercial vehicles and any other two axle vehicle may be parked in Wyndham Palms, a Condominium. However, boats, boat trailers and small campers may be parked only upon application and approval by the Developer, and in areas designated in such approval. Once the Developer passes control of the Association to the Unit Owners, the Association shall have the power to review the above-referenced applications.

2. No vehicles in a state of disrepair may be stored or repaired on Condominium property.

3. Speed of vehicles within the complex is limited to twelve (12) M.P.H. Skidding of wheels on starts, stops or turns is prohibited.

4. No bicycle riding is permitted on the green areas or sidewalks within Wyndham Palms, a Condominium, but is permitted on the driving and parking areas. Caution should be used near the main entrance, as bike riding is hazardous to traffic.

   Common Elements shall not be obstructed, littered, defaced or misused. Patios and balconies shall not be used for storage space but must be kept neat at all times.

5. Complaints or requests regarding maintenance shall be made to the Management Company.

6. Entering or attempting to enter upon roofs, equipment rooms, or power rooms is prohibited, except by authorized personnel.

7. Tampering with irrigation pumps or lines is prohibited except authorized personnel.

8. No Occupant shall make any adjustment to any of the equipment located on the Common Elements or Limited Common Elements without first obtaining permission.

9. No Occupant may direct, supervise or attempt to assert control over any employees of the Developer, the Association and/or management company, nor attempt to enlist their assistance on any private business.

10. All restrictions, limitations and obligations of Occupants provided in the Declaration of Condominium and By-Laws are incorporated into these Rules and Regulations by reference.

11. In addition to these Rules and Regulations, the Board reminds all Owners and Occupants of ordinances adopted by Osceola County governing pets, nuisances, destruction of property, operation of boats, discharge of air guns and fire arms, and destruction of wildlife. Violations of the City and County ordinances shall be regarded as violations of these Rules and Regulations as well.

12. Dogs, cats and other pets are allowed to be kept in, on and about the Condominium Property only in compliance with these rules. Animals are to be kept within the living area of the Unit of their Owner, or on a leash when outside of the Unit. Any Owner or Occupant harboring any pet shall indemnify and hold harmless the Developer, Management Company and the Association against any loss or liability of any kind arising out of having any animal on the Condominium Property. If a pet becomes obnoxious because of barking, mischief or otherwise, such obnoxious activity may be reported by Occupants or by the Management Company. The owner of such animal will be notified to correct the problem; failure to do so may be cause for the Developer, Management Company or the Association to require removal of the animal.

13. No alterations of any kind shall be made to the Common Element or Limited Common Element portion of the exterior or interior of any structure without prior written approval of the Board of Directors of the Condominium Association. The Board will give due regard to effects upon aesthetics, insurance, building codes and other regulations.

14. No laundry, clothing or other material shall be displayed on the balcony or porch of any Unit or hung within the Unit in a manner to be visible from the outside.

15. No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise shall be permitted on any part of the Condominium Property or in any Unit, whether designed for profit, altruism, exploration or otherwise.

16. No signs, window displays or advertising will be permitted on any part of the Condominium Property except as provided in the Declaration; this prohibition includes "For Sale" or "For Rent" signs. This prohibition does not include the Developer.

17. No screen doors or balcony or patio screening is to be added to Units without approval as indicated in Paragraph 13 above.

18. No inflammable, explosive or dangerous chemicals or fluid materials, except those intended for normal household use, may be kept in any Unit.

19. Each Unit shall be used only for the purpose of a single family residence and for no other purpose whatsoever except such uses as the Developer may make of a Unit or Units as provided by the Declaration of Condominium. Each Unit Occupant shall maintain his Unit in a clean and sanitary manner and shall not sweep or throw any dirt or substance from the doors, windows or balconies.

20. No Owner or Occupant shall make or permit any noise that will disturb or annoy any Occupants of a Unit, or do or permit anything to be done which will interfere with the rights, comfort or convenience of such Occupants.

21. All garbage and refuse from the Units shall be deposited with care in containers provided for that purpose, and none shall be allowed to litter the Common Elements.

22. Owners and Occupants shall not use the Units, or permit their use, in such manner as would be disturbing to other Owners or Occupants, or in any way as to be injurious to the reputation of the Condominium.

23. Sound and noise from radios, phonographs or other audio devices, television sets or from musical instruments or social gatherings shall be deemed a nuisance between the hours of 11:00 P.M. and the following 8:00 A.M., when audible beyond the confines of the Unit involved.

24. There shall be no storage or parking of baby carriages or playpens, bicycles, wagons or toys on any part of the Common Elements. Such personal property must be stored in storage closets, or other areas designated for that purpose.

25. Nothing shall be hung or displayed on the outside of windows or placed on the outside walls of a building and no sign, awning, canopy, gutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof, except with approval of the Board of Directors of the Condominium Association. This rule does not apply to hanging live plants.

26. Each Owner has the right to sell or lease his Unit, provided that the Owner complies with the terms of the Declaration of Condominium. Each new Owner shall be bound by the provisions of the Declaration of Condominium and all condominium documents, and these Rules and Regulations.

27. Each Unit shall be occupied only as a single family residential private dwelling by no more than six (6) persons in a two bedroom Unit and eight (8) persons in a three bedroom Unit at any one time. No Unit may be divided or subdivided into a smaller Unit.

28. All official notices of the Condominium shall be noted as such. No member shall make or permit to be made any written, typed or printed notices of any kind or type whatsoever or post the same on the bulletin boards, mail, or otherwise circulate to other members, which purports or represents to be an official act or notice of the Association. Notices of a social nature or purpose by a member to other members are permitted, provided that all such notices shall bear the signature of the member or members originating such notices, and such member or members shall be fully responsible for the contents thereof.

BYLAWS

OF

WYNDHAM PALMS CONDOMINIUM ASSOCIATION, INC.

1. IDENTITY

These are the Bylaws of WYNDHAM PALMS CONDOMINIUM ASSOCIATION, INC., hereinafter called the "Association", a corporation not for profit under the laws of the State of Florida. These Bylaws are adopted for the purpose of governing the Association and incorporate by reference the terms and conditions of the Articles of Incorporation of the Association and of the Declaration of Condominium referred to therein.

1.1 The Office of the Association shall be at c/o Sentry Management, Inc., 2180 West S.R. 434, Suite 5000, Longwood, Florida, 32779.

1.2 The Fiscal Year of the Association shall be the calendar year.

1.3 The Seal of the Association shall bear the name of corporation, the word "Florida", and the words "Corporation Not For Profit".

2. MEMBERS' MEETINGS

2.1 The annual members' meeting shall be held at least once each year at the office of the Association unless otherwise designated by the Board of Directors, at a time and date determined by the Board. Such annual members' meetings shall be for the purpose of transacting annual business of the Association authorized to be transacted by the members.

2.2 Special members' meetings shall be held whenever called by the President or by a majority of the Board of Directors, and must be called by such officer upon receipt of a written request from members entitled to cast ten percent (10%) of the votes of the entire membership. Provided, however, until Developer has relinquished control of the Association, no special members' meetings shall be called or convened for the purpose of removal of the Directors appointed by the Developer or to amend this Declaration or its exhibits to remove rights and reservations in the Developer.

2.3 Notice of all members' meetings with an agenda stating the time and place and the object for which the meeting is called shall be given by the President or Secretary. Such notice shall be in writing (unless waived by the Unit Owner in writing) to each member at his address as it is on the books of the Association and shall be

given not less than fourteen (14) continuous days prior to the date of the meeting. An Officer of the Association shall provide an Affidavit, to be included in the official records of the Association, affirming that a Notice of the Association meeting was mailed or hand delivered, in accordance with this provision, to each unit owner at the addresses last furnished to the Association. Notice of a meeting may be waived in writing before or after the meeting. If it is an annual meeting, the Notice shall also be posted in a conspicuous place on the condominium property at least 14 continuous days in advance of the meeting and if not an annual meeting, 48 continuous hours in advance of the meeting, except in emergency. Notice of any meeting in which assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of such assessments.

2.4 A quorum at members meeting shall consist of a majority of the voting interests entitled to cast votes of the entire membership. The acts approved by a majority of the votes present at a meeting of which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation, these Bylaws, or the Condominium Act.

2.5 Voting.

(a) In any meeting of members, the Owners of Units shall be entitled to cast one vote for each Unit owned.

(b) If a Unit is owned by one person, that person's right to vote shall be established by the record title to the Unit. If any Unit is owned by more than one person, or is under lease, the person entitled to cast one vote for the Unit shall be designated by a certificate signed by all of the record Owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by the President or duly authorized officer and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. If such certificate is not on file, the vote of such Owner shall not be considered in determining the requirement for a quorum nor for any other purpose.

2.6 Proxies. Votes may be cast in person or by proxy as defined and limited by F.S. 718.112 (2)(b). A proxy may be made by any person entitled to vote and shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof and in no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. The proxy shall be revocable at any time at the pleasure of the Unit Owner executing it, and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

2.7 Adjourned meetings. If any meeting of the 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.

2.8 The order of business at annual members' meetings, and as far as practical at other members' meetings, shall be:

(a) Calling of the roll and certifying of proxies.
(b) Proof of notice of meeting or waiver of notice.
(c) Reading and disposal of any unapproved minutes.
(d) Reports of Committees.
(e) Appointment of inspectors of election.
(f) Election of directors.
(g) Determination of less than adequate reserves or no reserves.
(h) Unfinished business.
(i) New business.
(j) Adjournment.

3. DIRECTORS

The affairs of the Association shall be determined by a Board of Directors who need not be members of the Association. The first Board of Directors shall consist of three (3) directors who need not be members of the Association. The Board of Directors may from time to time increase or decrease the number of persons to serve on the Board, provided, however, that the Board must always consist of an odd number of members, and provided, further, that there shall never be less than three (3) Directors on the Board. The Board shall remain at three (3) Directors until such time as the Developer transfers control of the Association to Unit Owners other than the Developer, at which time the Board shall consist of not less than five (5) members. Any increase or decrease in the number of members on the Board shall be effectuated at least thirty (30) days prior to a regular annual election of the Board, and such change in number shall be effective as of the date of the next regular election. The term of the first Board of Directors or their replacements, shall continue until the Developer voluntarily relinquishes control of the Association, or relinquishes control as required by Florida Statute §718.301(1)(a)-(e) as follows:

(1) When unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer shall be entitled to elect no less than one-third of the members of the board of administration of the association. Unit owners other than the developer are entitled to elect not less than a majority of the members of the board of administration of an association:

(a) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(b) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(c) When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business;

(d) When some of the units have been conveyed to purchasers and none of the other are being constructed or offered for sale by the developer in the ordinary course of business; or

(e) Seven years after recordation of the declaration of condominium; or, in the case of an association which may ultimately operate more than one condominium, 7 years after recordation of the declaration for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to s. 718.403, 7 years after recordation of the declaration creating the initial phase, whichever occurs first. The developer is entitled to elect at least one member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 500 units, of the units in a condominium operated by the association. Following the time the developer relinquishes control of the association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority member of the board of administration.

3.1 Election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual members' meeting, with the first election being at the first member meeting required to be called pursuant to Florida Statute 718.301 to elect a Board member, or members, to provide for the percentage of Unit Owners other than the Developer on the Board of Directors as required by Florida Statute 718.301. Said election of Unit Owners other than the Developer shall take place in accordance with the procedures as set forth in F.S. 718 and the Florida Administration Code, as amended. Election of Directors thereafter shall be at each year's annual meeting.

(b) Except as to vacancies created by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

(c) Subsequent to delivery of control of the Board to the Unit Owners other than the Developer, pursuant to Florida Statute 718.301, any member of the board of administration may be recalled and removed from office with or without cause, by the vote or agreement in writing by a majority of the voting interests. A special meeting of the Unit Owners to recall a member or members of the board of administration may be called by ten percent (10%) of the voting interests giving notice of the meeting as required for a meeting of Unit Owners, and the notice shall state the purpose of the meeting. Recall shall operate in accordance with Florida Statute 718.112(2)(j).

(d) Provided, however, that until the Developer has relinquished control of the Association, the first directors of the Association shall serve, and in the event of vacancies, the remaining directors shall fill the vacancies, and if there are no remaining directors, the vacancies shall be filled by the Developer. This provision shall not be interpreted or be construed so as to preclude annual meetings of the membership.

3.2 The term of each director's service, subject to the provisions of 3.1(d) above, shall be as follows: The first Board elected subsequent to the transfer of control to the Unit Owners shall elect two (2) Board members for two years and the remaining Board members for one year. At the end of the initial term, they shall thereafter be elected for one year terms, thereby staggering the Board members. In the event of a five member Board of Directors or a larger Board of Directors, the majority number of Directors shall be elected every two (2) years.

3.3 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 a notice of such meeting shall be posted conspicuously on the condominium property at least forty-eight (48) continuous hours preceding the meeting.

3.4 Regular meeting 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 forty-eight (48) continuous hours prior to the day named for such meeting. Notice to members of Directors meetings shall be given by posting such notice in a conspicuous place forty-eight (48) continuous hours in advance of said meeting. Said meeting shall be open to all Unit Owners.

3.5 Special meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of one-third of the Directors. Not less than forty-eight (48) hours' notice of the meeting shall be given personally, by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Notice to members of Directors meetings shall be given by posting such notice in a

conspicuous place forty-eight (48) continuous hours in advance of said meeting. Said meeting shall be open to all Unit Owners.

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 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, except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

3.8 Adjourned meeting. 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.

3.9 Joinder and meeting by approval of minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director and his agreement or disagreement with the actions taken. This agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.

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

3.11 The order of business at directors' meetings shall be:

(a) Calling of roll
(b) Proof of due notice of meeting
(c) Reading and disposal of any unapproved minutes
(d) Reports of officers and committees
(e) Election of officers
(f) Unfinished business
(g) New business
(h) Adjournment

3.12 A Director shall not be entitled to, nor paid any fee for his services as a Director.

3.13 A Director shall be considered as present for a regular or special meeting if he is in simultaneous communication by telephone with all other Directors. A telephone speaker must be used so that the conversation of the Director attending by

telephone may be heard by the Board members attending in person, as well as any Unit Owners present at a meeting.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

4.1 All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these Bylaws, shall be exercised exclusively by the Board of Directors, subject only to the approval by Unit Owners where such approval is specifically required. Without limiting the powers and duties of the Board of Directors, it shall have the following express powers, in addition to all others herein granted, and provided for by the Declaration of Condominium and the Condominium Act, to wit:

(a) To enter into a long-term management contract, providing for the management of the condominium property and of the recreation area, if any.

(b) To enter into contracts for the purpose of making available to the Owners and residents of the Units such services as, but not limited to, doorman and automobile parking; maid service, security and security alarm system, contracts for maintenance, repair, replacement of common elements and the like, provided, however, that the term of period of such contracts shall not exceed three (3) years, and provided, further, that said contracts may provide for additional extensions of the original term in the absence of written notice of termination by either party.

(c) To charge, assess and collect fees, charges, assessments, including reserves for the Condominium, not less frequently than quarterly, and to enforce the collection according to the Declaration of Condominium and the exhibits and as allowed by law. To lease, maintain, repair and replace the common elements.

(d) To purchase or lease real and personal property in the Association's name.

(e) The Directors shall keep minutes of all meetings of the Unit Owners and the Board of Directors, and said minutes, together with current copies of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, books, records and audited financial statements shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, any holder, insurer or guarantor of any first mortgage that is secured by a Unit, any prospective purchaser of a Unit, or any agency or corporation which has an interest or prospective interest in the Condominium, and Board members at any reasonable time. All accounting records and all minutes shall be retained for a period of time not less than seven years.

(f) To create and promulgate reasonable rules and regulations for the operation of the Condominium.

(g) To adopt a budget for the Association. Except notice of the meeting for adoption of the budget and a copy of the budget shall be mailed to all members at least fourteen (14) days prior to the Board meeting.

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

5. OFFICERS

5.1 The officers of the Association shall be a President, who shall be a Director, Secretary and a Treasurer, all of whom shall be elected annually by the Board of Directors, and such other officers as the Board of Directors may, from time to time, designate.

Any officer may be removed peremptorily, without cause, by a vote of two-thirds (2/3) of the directors present at any duly constituted meeting.

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

5.3 The Secretary shall keep the minutes of all proceedings of the directors and the members meetings; shall tend to the giving and serving of all notices to the members and directors and other notices required by law; shall have custody of the seal and affix it to instruments requiring a seal when duly signed; shall keep the records of the Association, and shall perform all duties incident to the office and as may be required by the directors or the President.

5.4 The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness; shall keep the books of the Association in accordance with good accounting practices; and shall perform all other duties incident to the office.

5.5 No compensation shall be paid to any officer of the Association. No officer who is a designee of the Developer shall receive any compensation for his services as an officer.

6. FISCAL MANAGEMENT

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

6.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

(a) Current expenses, which shall include all receipts and expenditures within the year for which the budget is made, including, if applicable, but not limited to those expenses listed in F.S. 718.504(20), including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year shall be applied to reduce the assessments for operating expenses for the succeeding year, or may be distributed to the membership, as the Directors shall determine.

(b) Reserve accounts for capital expenditures and deferred maintenance. Each of these accounts shall include, but not be limited to roof replacement, building painting, and pavement resurfacing. The establishment and funding of these reserve accounts shall be subject to the conditions and exceptions set forth in F.S. 718.112(2)(f).

(c) Operations, which shall include gross revenues from the use of Common Elements and from other sources. Only the additional direct expense required by any revenue producing operation will be charged to this account, and any surplus from any operation shall be used to reduce the assessments for current expense for the year during which the surplus is realized.

6.2 Budget. The Board of Directors shall adopt a Budget for each fiscal year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for reserves. The form of the annual budget shall be in conformance with Chapter 718.112 and 718.504(20) of the Florida Statutes. A copy of the Budget shall be delivered by mail or hand delivery at the address of the Unit Owner existing on the books of the Association not less than fourteen (14) days prior to the meeting of the unit owners or the Board of Directors at which it is to be considered, together with a notice of that meeting. If an adopted budget requires assessment against the Unit Owners in any fiscal or calendar year exceeding 115% of the assessments for the preceding year, the Board, upon written application of 10% of the Unit Owners to the Board, shall call a special meeting of the Unit Owners within thirty days, upon not less than 10 days written notice to each Unit Owner. At the special meeting, the Unit Owners shall consider and enact a budget. The adoption of the

budget requires a vote of not less than a majority of the vote of all Unit Owners. The budget shall be considered adopted if approved by a majority of the Unit Owners at the meeting or in writing. If a meeting of the Unit Owners has been called and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, then the budget adopted by the Board of Directors goes into effect. In determining whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium property, anticipated expenses by the Condominium Association which are not anticipated to be incurred on a regular annual basis, or assessments for betterments to the Condominium property must be excluded from the computation. However, as long as the Developer is in control of the Board of Administration, the Board may not impose an assessment for any year greater than 115% of the prior fiscal or calendar year's assessment without approval of the majority of all of the Unit Owners.

6.3 Assessments. Assessments against the Unit Owners for their share of the items of the budget shall be made for the fiscal year annually, in advance, 30 days preceding the fiscal year for which the assessments are made. Such assessments shall be due and payable as determined by the Board of Directors, but not less frequently than quarterly. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and payments on such assessment shall be due and payable in the same manner as the prior assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the fiscal year for which an amended assessment is made shall be payable as determined by the Board of Directors. Provided, nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum assessment in case of any immediate need or emergency.

6.4 Acceleration of Assessment installments upon default. If a Unit Owner shall be in default in the payment of an assessment, the Board of Directors may file a claim of lien in the Public Records of Osceola County for such delinquent amount and for the assessments due for the remainder of the budget year in which the claim of lien is filed. Upon filing of the claim of lien, the Board of Directors may accelerate the remaining balance of the assessment upon notice to the Unit Owner, and the unpaid balance of the assessments shall be due and payable the date the claim of lien is filed.

6.5 The depository of the Association shall be such bank or savings and loan association as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the directors, provided that a Management Agreement may include in its provisions authority in a designated agent to sign checks on behalf of the Association for payment of the obligations of the Association.

6.6 Fidelity bonds shall be required by the Board of Directors for all persons including officers and Directors controlling or disbursing funds of the Association in accordance with Florida Statute 718.111(11)(d). The premiums on such bonds shall be paid by the Association.

6.7 Financial Reports. Within 120 days following the end of the fiscal year of the Association, the Board of Directors shall mail or furnish by personal delivery to each Unit Owner a complete financial report of actual receipts and expenditures for the previous 12 months, or a complete set of financial statements for the preceding fiscal year prepared in accordance with generally accepted accounting principles. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

(a) Costs for security;
(b) Professional and management fees and expenses;
(c) Taxes;
(d) Costs for recreation facilities;
(e) Expenses for refuse collection and utility services;
(f) Expenses for lawn care;
(g) Costs for building maintenance and repair;
(h) Insurance costs;
(i) Administrative and salary expenses; and
(j) Reserves for capital expenditures, deferred maintenance, and any other category for which the Association maintains a reserve account or accounts.

In the event the Division of Condominiums ("Division") adopts rules which require that the Association deliver to the Unit Owners, in lieu of the financial report required above, a complete set of financial statements for the preceding fiscal year, the financial statements shall be delivered within 120 days following the end of the previous fiscal year. If the Division requires that the financial statements be compiled, reviewed, or audited, such requirements may be waived when a majority of the voting interests of the Association present at a duly called meeting of the Association have determined for a fiscal year to waive such requirements. In an Association in which turnover of control by the Developer has not occurred, the Developer may vote to waive the audit requirement for the first 2 years of the operation of the Association, after which time waiver of an applicable audit requirement shall be by a majority of voting interests other than the Developer. The meeting shall be held prior to the end of the fiscal year, and the waiver shall be effective for only 1 fiscal year.

7. PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation, or these Bylaws.

8. AMENDMENTS

A resolution for the adoption of a proposed amendment of these Bylaws may be proposed by either the Board of Directors of the Association or by the members of the Association. Members may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than twenty percent (20%) of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided for, the President or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held within sixty (60) days for the purpose of considering said amendment. 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 sixty-six and two-thirds percent (66 2/3%) of the entire membership of the Board of Directors and by not less than sixty-six and two thirds percent (66 2/3%) of the votes of the entire membership of the Association; or

(b) Not less than sixty-six and two-thirds percent (66 2/3%) of the votes of the entire membership of the Association.

8.1 Proviso. Provided, however, that no amendment shall discriminate against any condominium Unit Owner nor against any Condominium Unit or class or group of Units unless the Condominium Unit Owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium. Each amendment shall, on the first page, identify the book and page of the Public Records where the declaration of each condominium operated by the Association is recorded.

8.2 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by The President or duly qualified officer of the Association with the formalities of a deed. The amendment shall be effective when such certificate shall be annexed to and recorded with an amendment to the Declaration of Condominium where the Condominium is located.

8.3 No Bylaws shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. Non-material errors or omissions in the Bylaw process shall not invalidate and otherwise properly promulgate an amendment. Extensive changes to the By-Laws may be changed in accordance with Florida Statute 718.112(2)(h)2.

9. STATUTORY INCLUSIONS

9.1 If the transfer, lease, sale, or sublease of a Unit by its owner is subject to notice to the Condominium Association or any body thereof, a preset fee not to exceed the amount permitted by Florida Statute 718 may be charged by the Association in connection with any such transfer, sale, lease, or sublease to cover the Association's expenditures and services.

9.2 Notice of any meeting where assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

9.3 Mandatory non- binding arbitration. In the event of internal disputes arising from the operation of the condominium among Unit Owners, Associations, and their agents and assigns, the parties shall elect to resolve such disputes by submitting to mandatory non-binding arbitration in accordance with Florida Statutes 718.1255. If the parties agree to so submit, they shall make such election in writing filed with the Secretary of the Association.

10. FINES - LEVY AND FORECLOSURE

10.1 The Board of Directors of the Association shall have the power and authority to levy and assess fines in accordance with the Declaration of Condominium, Articles of Incorporation, Bylaws and Rules and Regulation periodically created from time to time by the Board of Directors and/or the Association for the operation and management of the Condominium property. No fine may become a lien against a Unit and no fine may exceed $100.00 per violation. A fine may be levied on the basis of each day of a continuing violation, provided that no such fine shall in the aggregate exceed $1,000.00.

10.2 In the event a fine is to be levied, the following procedure shall be followed:

(a) The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing before a committee of other Unit Owners after reasonable notice of not less than 14 days, and said notice shall include:

(1) A statement of the date, time and place of the hearing;

(2) A statement of the provisions of the Declaration, Association Bylaws, or Association rules which have allegedly been violated; and

(3) A short and plain statement of the matters asserted by the Association.

(b) The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.

(c) The hearing shall be conducted before a committee of other Unit Owners.

(d) Subsequent to the hearing and any continuance thereof, but, nevertheless not later than 10 days following the adjournment of the hearing, the Board of Directors, with the concurrence of the committee, shall make a final decision as to the levying and assessment of the fine. If the committee does not agree with the fine, the fine may not be levied. Such decision shall be delivered to the party against whom the fine is sought to be levied by notice in writing at the last known address of the party.

The foregoing were adopted as the Bylaws of The Association at the first meeting of the Board of Directors on the 19th day of June, 2000.

Kevin Mays, Director

Judith Duncan

Judith Duncan, Director

Charlie O'Sullivan, Director

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RULES AND REGULATIONS

Each Owner, lessee, invitee, relative, guest or otherwise, hereinafter referred to as Occupant, of the Unit, shall be governed by the following Rules and Regulations. All capitalized terms shall have the meaning as defined in the Declaration of Condominium of Wyndham Palms, a Condominium.

1. All automobiles shall be parked only in the parking spaces so designated for that purpose by the Developer. No vehicle other than passenger automobiles, motorcycles, vans, mini-vans, pick-up trucks and all other non-commercial vehicles and any other two axle vehicle may be parked in Wyndham Palms, a Condominium. However, boats, boat trailers and small campers may be parked only upon application and approval by the Developer, and in areas designated in such approval. Once the Developer passes control of the Association to the Unit Owners, the Association shall have the power to review the above-referenced applications.

2. No vehicles in a state of disrepair may be stored or repaired on Condominium property.

3. Speed of vehicles within the complex is limited to twelve (12) M.P.H. Skidding of wheels on starts, stops or turns is prohibited.

4. No bicycle riding is permitted on the green areas or sidewalks within Wyndham Palms, a Condominium, but is permitted on the driving and parking areas. Caution should be used near the main entrance, as bike riding is hazardous to traffic.

   Common Elements shall not be obstructed, littered, defaced or misused. Patios and balconies shall not be used for storage space but must be kept neat at all times.

5. Complaints or requests regarding maintenance shall be made to the Management Company.

6. Entering or attempting to enter upon roofs, equipment rooms, or power rooms is prohibited, except by authorized personnel.

7. Tampering with irrigation pumps or lines is prohibited except authorized personnel.

8. No Occupant shall make any adjustment to any of the equipment located on the Common Elements or Limited Common Elements without first obtaining permission.

9. No Occupant may direct, supervise or attempt to assert control over any employees of the Developer, the Association and/or management company, nor attempt to enlist their assistance on any private business.

10. All restrictions, limitations and obligations of Occupants provided in the Declaration of Condominium and By-Laws are incorporated into these Rules and Regulations by reference.

11. In addition to these Rules and Regulations, the Board reminds all Owners and Occupants of ordinances adopted by Osceola County governing pets, nuisances, destruction of property, operation of boats, discharge of air guns and fire arms, and destruction of wildlife. Violations of the City and County ordinances shall be regarded as violations of these Rules and Regulations as well.

12. Dogs, cats and other pets are allowed to be kept in, on and about the Condominium Property only in compliance with these rules. Animals are to be kept within the living area of the Unit of their Owner, or on a leash when outside of the Unit. Any Owner or Occupant harboring any pet shall indemnify and hold harmless the Developer, Management Company and the Association against any loss or liability of any kind arising out of having any animal on the Condominium Property. If a pet becomes obnoxious because of barking, mischief or otherwise, such obnoxious activity may be reported by Occupants or by the Management Company. The owner of such animal will be notified to correct the problem; failure to do so may be cause for the Developer, Management Company or the Association to require removal of the animal.

13. No alterations of any kind shall be made to the Common Element or Limited Common Element portion of the exterior or interior of any structure without prior written approval of the Board of Directors of the Condominium Association. The Board will give due regard to effects upon aesthetics, insurance, building codes and other regulations.

14. No laundry, clothing or other material shall be displayed on the balcony or porch of any Unit or hung within the Unit in a manner to be visible from the outside.

15. No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise shall be permitted on any part of the Condominium Property or in any Unit, whether designed for profit, altruism, exploration or otherwise.

16. No signs, window displays or advertising will be permitted on any part of the Condominium Property except as provided in the Declaration; this prohibition includes "For Sale" or "For Rent" signs. This prohibition does not include the Developer.

17. No screen doors or balcony or patio screening is to be added to Units without approval as indicated in Paragraph 13 above.

18. No inflammable, explosive or dangerous chemicals or fluid materials, except those intended for normal household use, may be kept in any Unit.

19. Each Unit shall be used only for the purpose of a single family residence and for no other purpose whatsoever except such uses as the Developer may make of a Unit or Units as provided by the Declaration of Condominium. Each Unit Occupant shall maintain his Unit in a clean and sanitary manner and shall not sweep or throw any dirt or substance from the doors, windows or balconies.

20. No Owner or Occupant shall make or permit any noise that will disturb or annoy any Occupants of a Unit, or do or permit anything to be done which will interfere with the rights, comfort or convenience of such Occupants.

21. All garbage and refuse from the Units shall be deposited with care in containers provided for that purpose, and none shall be allowed to litter the Common Elements.

22. Owners and Occupants shall not use the Units, or permit their use, in such manner as would be disturbing to other Owners or Occupants, or in any way as to be injurious to the reputation of the Condominium.

23. Sound and noise from radios, phonographs or other audio devices, television sets or from musical instruments or social gatherings shall be deemed a nuisance between the hours of 11:00 P.M. and the following 8:00 A.M., when audible beyond the confines of the Unit involved.

24. There shall be no storage or parking of baby carriages or playpens, bicycles, wagons or toys on any part of the Common Elements. Such personal property must be stored in storage closets, or other areas designated for that purpose.

25. Nothing shall be hung or displayed on the outside of windows or placed on the outside walls of a building and no sign, awning, canopy, gutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof, except with approval of the Board of Directors of the Condominium Association. This rule does not apply to hanging live plants.

26. Each Owner has the right to sell or lease his Unit, provided that the Owner complies with the terms of the Declaration of Condominium. Each new Owner shall be bound by the provisions of the Declaration of Condominium and all condominium documents, and these Rules and Regulations.

27. Each Unit shall be occupied only as a single family residential private dwelling by no more than six (6) persons in a two bedroom Unit and eight (8) persons in a three bedroom Unit at any one time. No Unit may be divided or subdivided into a smaller Unit.

28. All official notices of the Condominium shall be noted as such. No member shall make or permit to be made any written, typed or printed notices of any kind or type whatsoever or post the same on the bulletin boards, mail, or otherwise circulate to other members, which purports or represents to be an official act or notice of the Association. Notices of a social nature or purpose by a member to other members are permitted, provided that all such notices shall bear the signature of the member or members originating such notices, and such member or members shall be fully responsible for the contents thereof.