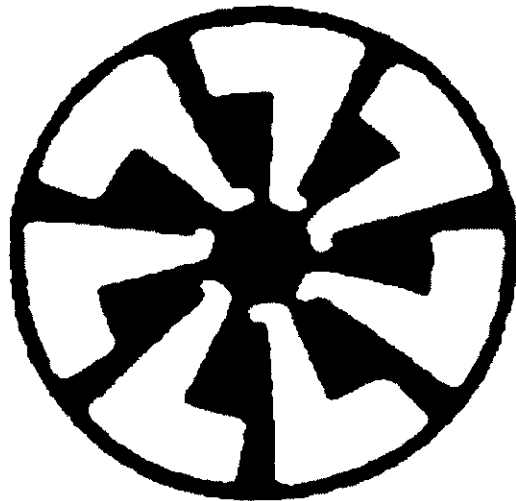


AMENDMENT TO
DECLARATION OF
CONDOMINIUM

WT 100 Association



**Amendment to Declaration of Condominium: Filed 12/31/70
(Adopted 12/24/70)**

Reference to Unit and recreation error correction

708224741

'78 DEC 31 PM 2:07 7078 REC 309

AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF

WINSTON TOWERS 100 CONDOMINIUM

CENTEX-WINSTON CORPORATION, a Nevada corporation authorized to do business in the State of Florida (hereinafter referred to as "Developer"), did on the 22nd day of December, 1970, execute a Declaration of Condominium of Winston Towers 100 Condominium, and did file the same among the Public Records of Dade County, Florida, on the 23rd day of December, 1970, at Official Records Book 7068, page 843.

Said Declaration did, at various places, refer to a Recreation Area which is a unit within the condominium building. Said Recreation Area is identified and was intended to be identified by Developer as Unit No. 113. It is so identified on the Survey (sheet 1, note 11; sheet 3, sheet 4 and sheet 6), and on page 6 of Exhibit E (Proportionate Share of Common Expenses) as unit 113. By clerical mistake and inadvertence, however, said Recreation Area was incorrectly referred to as unit 409 at Exhibit E, page 6, of the Declaration.

Developer has not conveyed any of the condominium units and is and does remain the owner of 100% of the units and does, therefore, as the owner of all of the units of the condominium, make the following amendment to the Declaration of Condominium heretofore referred to:

The bottom line of Exhibit E, page 6, of the Declaration of Condominium of Winston Towers 100, which page is at Official Records Book 7068, page 843, is hereby amended so that as amended it reads as follows:

"Recreation Area Unit 113 - 3.53182"

This instrument was prepared by
WILLIAM F. GALLAGHER, JR.
2003 Third Street
Miami, Florida 33136

WILLIAM F. GALLAGHER & COMPANY, ATTORNEYS AT LAW, SUITE 2000, MIAMI, FLORIDA

62

RE. 7078 Mac 370

Developer does further confirm that all references to the Recreation Area at any place in the Declaration or any of the Exhibits attached thereto refers to Recreation Area Unit 113.

In all other respects the Declaration of Condominium does remain and is unchanged.

This Amendment to the Declaration of Condominium of Winston Towers 100 is hereby made this 24th day of December, 1970, at Miami, Dade County, Florida.

Signed and sealed in the presence of:

[Signature]
[Signature]

CENTEX-WINSTON CORPORATION (SEAL)

By [Signature]
James A. Blasser, Vice President

Attest:


[Signature]
Helen Wagner, Assistant Secretary

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I, an officer authorized to take acknowledgments according to the laws of the State of Florida, duly qualified and acting, hereby certify that James A. Blasser and Helen Wagner, Vice President and Assistant Secretary of CENTEX-WINSTON CORPORATION, to me personally known, this day acknowledged before me that they executed the foregoing Amendment to Declaration as such officers of said corporation, and that they affixed thereto the official seal of said corporation; and I further certify that I know the said persons making said acknowledgments to be the individuals described in and who executed the said Amendment.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Miami, Dade County, Florida, this 24th day of December, 1970.

[Signature]
Notary Public, State of Florida
at Large.



My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA IN CARE OF COMMERCIAL TRUST CO., 12, 200 BROADWAY AND N. CHAMBERS

- 2 -

RECORDS IN OFFICE ATTESTATION OF DADE COUNTY, FLORIDA, MIAMI, FLORIDA
E. E. LEATURMAN
[Signature]
A.C.

71R 7674 71 JAN 14 AM 11:52

RE 7089 PM 264

AMENDMENT TO SURVEY OF
DECLARATION OF CONDOMINIUM
OF

WINSTON TOWERS-100 CONDOMINIUM

CENDEX-WINSTON CORPORATION, a Nevada corporation authorized to do business in the State of Florida (hereinafter referred to as "Developer"), did on the 22nd day of December, 1970, execute a Declaration of Condominium of Winston Towers 100 Condominium, and did file the same among the Public Records of Dade County, Florida, on the 23rd day of December, 1970, at Official Records Book 7068, at page 843; there was attached thereto as Exhibit "A" a survey, and the Survey was filed at Official Records Condominium Plan Book 17, beginning at page 26.

The Survey, which is a part of the Declaration, does and was supposed to exist, as recorded, of 28 sheets. However, through clerical mistake and inadvertence, sheet 28 of the 28 sheets was omitted.

Therefore, Developer does now file among the Public Records sheet 28 (which is attached hereto) of Exhibit "A", the Survey, making said sheet 28 a part of the Declaration and Survey as aforesaid and does request that the Clerk of the Circuit Court do make a proper notation at the place where the survey is recorded; to-wit: Official Records Condominium Plan Book 17, beginning at page 26.

The Developer has not conveyed any of the Condominium Units and is and does remain the owner of 100% of the units and does, therefore, as the owner of all of the units, make this Amendment to the Declaration of Condominium and to the Survey attached as Exhibit "A" thereto.

In all other respects the Declaration of Condominium and the Survey attached thereto as Exhibit "A" is and does remain unchanged.

This Instrument Was Prepared By
WILLIAM E. DENNEY, JR.
1000 Dupont Highway
Miami, Florida 33131

8.00

7089-265

This Amendment to Survey of Declaration of Condominium of Winston Towers 100 Condominium is hereby made this 26th day of December, 1970, at Miami, Dade County, Florida.

Signed, sealed and delivered in the presence of:

CENTEX-WINSTON CORPORATION

James A. Blasser
James A. Blasser

By *James A. Blasser*
James A. Blasser, Vice President



Attest:

Helon Wagner
Helon Wagner, Assistant Secretary

STATE OF FLORIDA)
COUNTY OF DADE) SS:

I, an officer authorized to take acknowledgments according to the laws of the State of Florida, duly qualified and acting, hereby certify that James A. Blasser and Helon Wagner, Vice President and Assistant Secretary of CENTEX-WINSTON CORPORATION, to me personally known, this day acknowledged before me that they executed the foregoing Amendment to Survey of Declaration of Condominium as such officers of said corporation, and that they affixed thereto the official seal of said corporation; and I further certify that I know the said persons making said acknowledgments to be the individuals described in and who executed the said Amendment.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Miami, Dade County, Florida, this 26th day of December, 1970.

Virginia Hausman
Notary Public, State of Florida,
at Large.



My Commission Expires:

EXPIRES FIRST DAY OF MARCH OF NEXT YEAR UNLESS EXTENDED BY COURT. IN 1970

CLERK NOTE:
FOR CONDOMINIUM PLANS SEE OFFICIAL
RECORDS CONDOMINIUM PLAN BK. 12 PAGE 6.

E.B. LEATHERMAN
CLERK CIRCUIT COURT

By *E.B. Leatherman* D.C.

RECORDED IN OFFICE OF COUNTY CLERK
OF DADE COUNTY FLORIDA
NOV 2 1970
E.B. LEATHERMAN
CLERK CIRCUIT COURT

**Amendment to ByLaws of Condominium: Filed 2/9/72
(Adopted 1/20/72)**

ByLaws Article V: Nine persons on board

AMENDMENT TO THE BY-LAWS OF
WINSTON TOWERS 100 ASSOCIATION, INC.

The following constitutes an Amendment to the By-Laws of WINSTON TOWERS 100 ASSOCIATION, INC., a corporation not for profit, under Section 617 of the laws of the State of Florida, said Amendment having been duly adopted by the said corporation pursuant to the provisions of the Declaration of Condominium and the Charter and By-Laws thereof, to-wit:

Article V of the By-Laws of WINSTON TOWERS 100 ASSOCIATION, INC., be and is hereby amended so that the first paragraph thereof shall read:

"Board of Directors:

The affairs of the Corporation shall be governed by a Board of Directors which Board will consist of nine (9) persons. With the exception of the initial Board, Directors shall be elected from among the Unit Owners; or if a Unit Owner shall be a corporation, partnership or trust, then an officer, partner or beneficiary of such Unit Owner may qualify as a Director. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Corporation and shall have all the powers and duties referred to in the Declaration and in the Statutes of the State of Florida respecting corporations not for profit, and all of the powers defined and set forth in the Condominium Act of the State of Florida which the Unit Owners collectively may do, or may have done. The powers of the Board of Directors shall include, but shall not be limited to the following:..." (Sub-Paragraphs (A) through (G) shall remain as is).

We certify that the foregoing Amendment was duly adopted by the affirmative vote in excess of seventy-five (75%) percent of the voting interests present in person or by proxy at a Special Joint Meeting of the membership and of the Board of Directors held on the 20th day of December, 1971, at 8:00 o'clock P.M., in Miami Beach, Florida.

SIGNED this 20 day of January, 1972.

WINSTON TOWERS 100 ASSOCIATION, INC.

Attest: [Signature] Secretary By: [Signature] President



• the Declaration of Condominium of WINSTON TOWERS 100 ASSOCIATION, INC., having been recorded in the Official Records Book 7668, Page 843, of the Public Records of Dade County, Florida.

711 7560 # 369

STATE OF FLORIDA)
) SS.:
COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared
Jack Wemerowski and Ann Kath, President
and Secretary, respectively, of WINDSON TOWERS 100 ASSOCIATION, INC.,
a corporation not for profit under the laws of the State of Florida,
to me known to be the persons who signed the foregoing instrument as
such officers and severally acknowledged the execution thereof to be
their free act and deed as such officers for the uses and purposes
therein mentioned, and that they affixed thereto the official seal
of said corporation, and that the said instrument is the act and deed
of said corporation.

WITNESS my hand and official seal at Miami Beach, Dade County,
Florida, this 20th day of JANUARY, 19 72.

Joe K...
Notary Public, State of Florida



My Commission Expires: SECTION 7001.01, STATE OF FLORIDA LAWS
RE GOVERNOR'S COMMISSION 1971 & 1972.

E. H. ...
E. H. ...
...

**Amendment to Declaration and ByLaws of Condominium: Filed 3/23/76
(Adopted 3/16/76)**

Declaration: A Garage:

Garage Lease cancelled and If use assigned parking area, contribute maintenance assessment determined by Board

Under Section 11 P 4, assessments are detailed as follows:

After 30 days interest at 10% there is a late charge of \$10 if 10 days after due date. Further late charge of \$15 if 25 days after due date.

Under Section 23 P 12, there is a \$50 fee for sale, etc. and if sale, etc.; However, if the transaction is not consummated \$50 returned less \$25 service fee

Under P13, any lease for less than 6 months not permitted; Association may enforce non-qualified rental and recover against owner - all remedies and procedures with lien

Under Section 24 P14, the right to proceed against unit owners to enforce for violations of guests, etc. is set forth.

ByLaws:

Under Section III, No one person may hold more than 5 proxies.

Under Section 3, there are the following Standing committees :

- Entertainment and Cultural**
- News bulletin and Publications**
- Building and Improvements**
- Security, Fire and Hurricane**
- Housekeeping**
- Legal**
- Pool, pool-deck and appliances**
- Disciplinary**
- Storage Areas and storage bins**
- Garage and Landscaping**
- Audit, budget and finance**
- Insurance and Insurance Claims**
- Special**

All committees are to render suitable bi-monthly Statements.

Under Section 4, the Secretary retain records of the association.

Under Article V, Paragraph 1 changed 5 to 9 persons for directors with staggering provision and succession provisions.

Under Article V Paragraph 2, the Annual election procedure is set forth but this was Amended subsequently.

Under Article VI, all officers, directors, managers and committee chairman have fiduciary relationships to the association. (Names of initial officers are set forth.)

Under Article VII, 90 days are changed to 60 days . Also, notice of the budget for the meeting is set forth.

Under paragraph D, no sale, lease, sublease or mortgage (except first mortgage to institutional mortgage) without prior consent by board is permitted. This was subsequently amended.

Also, the pet prohibition was inserted with a Feb 28, 1972 Registration date for the first date. This was later amended.

Article IX was changed from 75% to 2/3 for voting.

Finally, Developer under F was changed to the Association.

AMENDMENTS TO THE DECLARATION OF CONDOMINIUM AND THE BY-LAWS
OF
WINSTON TOWERS 100 ASSOCIATION, INC.

These Amendments to the Declaration of Condominium and the By-Laws incorporate verbatim by reference the Declaration of Condominium and the By-Laws constituting Exhibit "F" attached thereto, except as herein after amended, modified and deleted in part as follows:

1. In the Declaration of Condominium, page 4, cancel both paragraphs of Section 9 and also the entire Garage Lease (pages 1 to 10 thereof - Exhibit "C") as a dedication by Centex-Winston Corporation to Winston Towers 100 Association, Inc., pursuant to Clauses 23 and 26 thereof. Substitute the following in lieu thereof.

2. GARAGE AND PARKING AREAS: Every unit owner using an assigned parking area constituting a part of the common elements of the Condominium property, shall contribute a maintenance assessment, the amount and terms of which shall be determined by the Board of Directors.

3. Section 11, page 4, line 1, before "Each" insert the following:

"The Association, through its Board of Directors shall have the power to fix and determine from time to time the sum or sums of money necessary and adequate to provide for the common expenses of the Condominium property and upon reasonable notice the amount of said Common expenses and/or the percentage increase in the monthly maintenance to meet said expenses for maintenance and improvements"; after line 13, insert the following paragraphs:

4. "Assessments, which shall also include all other prescribed payments that remain unpaid at the office of the Association for over thirty (30) days after due date shall bear interest at the rate of ten percent (10) per annum from due date until paid. There shall be further added to such assessments a late charge of ten (\$10.00) dollars for any assessment that is unpaid ten (10) days after due date, and an additional late charge of fifteen (\$15.00) dollars for any assessment that is unpaid twenty-five days after due date. Such late charges shall be conclusively considered as and shall comprise the costs of administration of carrying out the powers and duties of the Association in affecting payment of delinquent assessments prior to filing of liens for non-payment thereof, and shall be deemed part of the defaulting unit owner's respective share of the common expenses, and the Association shall have a lien for all of the same, as well as for non-payments of his respective share of the common expenses of such owner."

5. Section 23, page 12, line 19: "Such notice shall be on a form prescribed by the Association, designated as Application for Approval, and shall be accompanied by a fee to the Association of fifty (\$50.00) dollars for an intended sale or the lease or rental arrangement for expenses of review, administration and investigation. In the event the transaction is not consummated, the above fee shall be returned, less a service charge of twenty-five (\$25.00) dollars."

6. Page 13, cancel lines 29 and 30. Page 14, after line 4, insert the following paragraph:

"Any lease or rental arrangement for less than six (6) months shall not be permitted."

7. "In the event a unit owner fails to submit a prior offer to the Association to purchase, rent or lease his unit upon the same conditions as are offered by the unit owner to any third person, or submits an offer wherein any of the terms contravenes any provision of this Declaration, Articles of Incorporation, By-Laws and/or the Rules and Regulations of the Association and the offer becomes thereby unacceptable by the Association, or attempts to rent his unit for less

Original Declaration recorded in official records book 7068
page 843

12.00

than six (6) months or the unit owner's Lessee attempts to sub-lease or sub-rent his unit, and the intended purchaser, tenant Lessee or sub-lessee attempts to or does enter upon the premises and/or occupy the unit, such intended purchaser, tenant, Lessee or sub-lessee shall be deemed a trespasser. The Association shall be authorized forthwith to proceed and/or take such legal action as the Association may decide in the same manner and with the same effect as provided for at law or in equity with respect to trespassers. This shall be in addition to other remedies as provided in this Declaration. All expenses of the Association in connection with any such action or proceedings, including court costs and attorney's fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum legal rate shall be charged to and assessed against such unit owner, and shall be added to and be deemed part of his respective share of the common expenses, and the Association shall have a lien for all of the same, as well as for non-payment of his respective share of the common expenses of such unit owner. The expenses of the Association in connection with such action or procedure, in case of attempt by a unit owner's Lessee to sublease or sub-rent shall likewise be charged to and assessed against the unit owner in the same manner and with the same effect as provided hereinabove."

8. Section 24, Page 14, at the end of the paragraph add the following paragraphs: "It is contemplated that the powers and duties granted to and imposed upon the Association by the Condominium Act and by the documents of this Association to promulgate Rules and Regulations concerning the operation and use of the common elements shall include appropriate powers and duties for the observation and enforcement of such Rules and Regulations so as to prevent, correct, adjust, and redress breaches and violations thereof for the safeguarding of the common elements and of the residents, guests and employees. Costs of administration incurred in the exercise thereof, as prescribed in the Rules and Regulations, shall be charged to and assessed against the offending unit owner and shall be added to and deemed part of his respective share of the common expenses, and the Association shall have a lien for any such unpaid assessment, with interest, as provided in full hereinabove. Every unit owner shall be liable for and shall be charged and assessed under the same provisions as stated hereinabove as an offending unit owner for any breaches or violations committed by any member of his family's, his guests, his lessee, member of his lessee's family, or Lessee's guests."

APPENDED BY-LAWS

9. Page 1, Article III, line 10, after "proxy"; insert:

"provided, however, that no one person shall be designated to hold more than five proxies or as otherwise provided by Statutes of the State of Florida."

10. Page 2, Section 3, last line, after the period (1) add: The Pres. shall appoint the following standing committee, with the approval of the Board of Directors:

1. Entertainment and cultural
2. News Bulletin and Publications
3. Building and Improvements
4. Security, Fire and Hurricane
5. Housekeeping
6. Legal
7. Pool, pool-deck and appliances
8. Disciplinary
9. Storage Areas and storage bins
10. Garage and Landscaping
11. Audit, budget and finance
12. Insurance and Insurance Claims
13. Special

11. Whether or not by appointment or self-creation, any and all standing committees, voluntary groups, associations, clubs, or other related Winston Towers #100 organizations, except for legitimate and recognized charitable or educational organizations, who derive monies through their functions or operations, or receive subsidies from Winston Towers 100 Association, shall render suitable by-monthly statements of accounts to the Board of Directors. No such committees or organizations or groups using the facilities of or identified with Winston Towers 100 shall be autonomous and thus shall be subject to the directives of the Board of Directors."

12. Page 2, Section 4, Line 5, after the period (,) add:

"The Secretary of the Association shall at all times retain the Declaration of Condominium, By-Laws, and the original signed minutes of the Board of Directors meetings and of all directives issued by it and its President. The Secretary shall cause two copies thereof to be made, one copy to be forwarded to the President and the other copy to be placed in the files of the business office as a permanent complete record for use only in its offices and by its employees and unit owner having an interest therein. These records, including the copy issued to the President shall remain the property of Winston Towers 100 Association."

13. Page 3, Article V, first paragraph, lines 2 and 3, "change five (5) persons" to "nine (9) persons, each of whom shall bear a fiduciary relationship to the unit owners." "Beginning with the election of Directors in 1975 for the year 1976, and thereafter, five (5) persons shall be elected for a two year term, and four (4) persons for the term of one year. The five Directors receiving the largest number of votes, shall serve the two year terms, and the remaining four for a one year term. Thereafter, the election of Directors for those whose term shall expire, will be elected for a two year term."

14. "In the event of any vacancies by resignation or otherwise, there shall be a succession of Directors in accordance with their elective term standings, and the vacancy or vacancies shall be filled by appointment by the Board of Directors to serve for the minimum existing term after the succession has been effected--- "third last line of the first paragraph of Article V, after "Florida" insert -- "as amended"---.

15. Page 3, as the second paragraph of Article V, insert the following:

The Board of Directors shall during their last meeting in September of each year, appoint a nominating committee of nine (9) members of whom no more than two (2) shall be Board Members, to select a panel of prospective directors to number at least three in excess of the number of directors to be elected to the Board for the following year, and at the first Progress Meeting in October shall present their selected panel to the Board Chairman. At said Progress Meeting, the Board Chairman shall accept nominations from the floor for any additional prospective directors, and when these nominations are duly seconded by five (5) unit owners, the proposed names shall be included on a ballot along with the names of those on the panel selected by the nominating committee; provided, however, these names shall be listed alphabetically on the ballot in separate columns captioned "Nominating Committee Panel" and "Floor Nominated Panel" and these ballots shall be delivered or mailed firstclass to absent unit owners, by October 1st of said year. The ballot shall instruct the unit owner or his proxy to vote for the total number of prospective directors up for election from either or both columns on said ballot. The ballots shall be signed by the voter whose apartment number shall be designated proximate to their signature to determine the percentile vote value of said ballot.

These ballots must be returned to the Association's office by November 1st of the year to be valid, and the ballots impounded until the Annual Meeting in December of that year for counting by three (3) appointed ballot judges selected by the Board of Directors. The first group of prospective directors receiving the largest number of votes shall be deemed elected. All ballots shall be impounded for three (3) months for verification by any interested unit owner or group of owners.

16. Short biographical pertinent backgrounds of equal length (limited to five lines) shall be given of each prospective director on the ballot which will show his or her qualifications for a directorship. These biographical resumes shall be on a separate sheet accompanying each ballot. Nothing herein shall prevent the Board chairman to accept nominations from the floor at the annual meeting, and a floor vote shall be taken of the persons so nominated. These votes shall be tallied with the printed ballots cast by unit owners or their proxies.

17. Page 4, Article VI, after the period (.) in the last line of the second paragraph add --"All officers, directors, managers, and committee chairmen, shall be in a fiduciary relationship with the unit owners and the Association, and all direct or indirect benefits derived by them from their Condominium duties shall ipsofacto accrue to the Association without exception or qualification."

18. Article VI, Section (D), third paragraph, line 1, cancel the word "initial" and in the second column thereunder cancel the specific names of the initial officers.

19. Page 5, Article VII, Section (F), third paragraph, line 1, change "ninety (90)" to --- Sixty (60) ---; line 4 thereof before "budget" insert -- "proposed" ---; last line thereof, cancel the period (.), and add -- "not less than thirty (30) days prior to the meeting at which the budget shall be discussed and considered" ---; after the last paragraph on line 5, add -- "Special meetings of the unit owners may be called pursuant to Chapter 78-104, Section (11.11) of subdivision (F) of the Florida Statutes or future amendments thereto pertaining to condominiums, to consider the proposed budget, or as otherwise provided in Section 3, Article 4 of these By-Laws."

20. Page 6, cancel the last two paragraphs and the first three lines of Page 7, and substitute Section D in lieu thereof as follows:

"Sale, lease, Sub-lease or mortgaging of Apartments:
1. No apartment owner may sell, lease or sub-lease nor mortgage or otherwise encumber their apartment without the approval of the Board of Directors and the Condominium Association as is specifically provided for in the Declaration of Condominium and the Rules and Regulations of Winston Towers 100 Association, except for a first mortgage to an institutional mortgagee or by unit owners involved with approved purchasers."

21. Page 7, after Section (B) insert new section (C) and change old Section (C) to Section "D". New inserted Section (C) shall read as follows:

"(C) All pets, not registered as of February 28, 1972, shall be excluded from and not be permitted upon the premises. Upon the findings of the Disciplinary Committee, the Board of Directors of the Association shall be authorized and empowered to take such action and to proceed as may be required to remove such pets as are found upon the premises, and the costs of the Association incident to such action, in addition to administration costs at the rate of ten (\$10.00) dollars for each day the pet remains on

RE 9271 N 771

the premises, shall be added to and be deemed part of the offending unit owner's share of the common expenses, and the Association shall have a lien for all of the same. Such costs may likewise be charged to and be assessed against the unit owner in the same manner and with the same effect as stated hereinabove, if the offending person who has placed or is responsible for placing the pet in the premises is a member of the unit owner's family, his guest, his Lessee, or a member of his Lessee's family or guest."

22. Page 7, Article IX, line 11, change "Seventy-five (75%)" to "two-thirds";

23. Page 9, Section (F), line 2, cancel "Developer, or the" line 3, change "corporation" to "Association".

24. Page 10, Section C, line 2 change "Developer" to "Association"; line 3, change "which the Association" to - and --; line 5, change the comma (,) to a period (.) and cancel the balance of said Section(G); cancel Section (H) same page; same page change Section (I) to Section (H); same page, change Section (J) to Section(I); in new Section (I), line 7, change "17400 Collins Avenue" to 250-174 Street; same line, after "Florida" insert -- 33160 --; same section, lines 7, 8 and 9, cancel the words --- Notices to the developer shall be mailed to it by Certified Mail, Return Receipt Requested, to 17400 Collins Avenue, Miami Beach, Fla.

25. Page 10, change Section (K) to Section -- "J"-- Page 11, change Sections (L) and (M) to Sections (K) and (L), respectively; line 3 of new Section "L" after the period (.) insert- the designation "Corporation" and " Association" are interchangeable and used throughout these By-Laws and identify Winston Towers 100 Association, a Florida corporation.

These Amendments were submitted to the Board of Directors at the special meeting held on October 9, 1975 and approved for submission to the unit owners in the election ballots for Directors at the next annual meeting to be held on the first Monday in December, 1975.



David N. Herman
Chairman of the Board
Mary Goldstein
Secretary
Miriam Goldstein

State of Florida } 59.
County of Dade }

I, an officer authorized to take acknowledgements according to the laws of the State of Florida, duly qualified and acting, hereby certify that David N. Herman and Mary Goldstein, President and Secretary of the Winston Towers #100 Condominium Association, Inc. to me personally known, this day acknowledged before me that they executed the foregoing amended By-laws as such officers of said corporation; and I further certify that I know the said persons making said acknowledgements to be the individuals described in and who executed the said Amended By-laws.

In Witness whereof, I hereunto set my hand and official seal at Miami Beach, said County and State, this 16 day of March, 1976...

Cheryl H. Kauter
Notary Public, State of Florida

RECORDED BY OFFICE CLERK
OF DADE COUNTY, FLORIDA
CLERK COUNTY
RICHARD P. BRINKER,
CLERK COUNTY



**Amendment to Declaration and ByLaws of Condominium: Filed 8/1/79
(Adopted 7/11/79)**

Summary:

Declaration 23:

No lease for less than 6 months. Unit allowed to be leased only once per year. Security deposit required from owner of \$500.00 and refundable 30 days after termination of lease if no damages to condominium property. Must give copy of lease. No subleasing. Renewals of lease are subject to approval.

ByLaw IV Section 2:

Requires annual meeting to be held in February.

50% of owners is a quorum.

Procedure for election of directors with nominating committee [subsequently amended].

RE 10470 1728
SBS MS - 1 11251
79R214770

AMENDMENT TO DECLARATION OF CONDOMINIUM OF
WINSTON TOWERS 100, a Condominium

AND

BY-LAWS OF WINSTON TOWERS 100 ASSOCIATION, INC.

WHEREAS, the Declaration of Condominium of WINSTON TOWERS 100, a Condominium, was duly recorded in Official Records Book 7068 at Page 843 of Dade County, Florida; and

WHEREAS, the By-Laws of WINSTON TOWERS 100 ASSOCIATION, INC. were attached to the Declaration as an exhibit; and

WHEREAS, there were present and voting, either in person or by proxy, not less than 30% of the ownership interests in the common elements of said Condominium, and accordingly, as provided in the said By-Laws of the Condominium, there was a duly constituted quorum present for the transaction of the business specified in the notice of meeting; and

WHEREAS, IT IS FURTHER CERTIFIED that the amendment to said Declaration of Condominium, as proposed in said notice, received an affirmative vote of the owners in the aggregate of not less than 75% of the total undivided interest in the common elements, and the amendments to the By-Laws set forth herein, as proposed in said notice, received an affirmative vote of not less than 66-2/3% of voting interests present in person or by proxy; that there is no provision in the said recorded documents or in the condominium laws of Florida which prohibits or invalidates any of the amendments to the said Declaration of Condominium or By-Laws as proposed; and that thereby, in accordance with the pertinent provisions of the said documents, namely Article 25 of the Declaration of Condominium, and Article IX of the By-Laws, the proposed amendments as hereinafter set forth and as stated verbatim in the said notice, were affirmatively voted by the voting interests of the said Condominium, and are accordingly effective upon the recording of this Certificate, as provided in Section 718.110 of the Condominium Act of Florida.

16-50

LAW OFFICES

ROCKWELL FOLLADROW & GREENFIELD, P.A. • 3041 GRAND AVENUE • SUITE 202 • MIAMI BEACH, FLORIDA 33140
TELEPHONE 305 366-0000

EX-10470-1729

NOW, THEREFORE, the undersigned hereby certifies that the following is a true copy of the amendments to the respective Declaration and By-Laws as made by the members.

A. AMENDMENT TO DECLARATION OF CONDOMINIUM

1. Article 23 of the Declaration of Condominium is amended as follows:

...Any lease or rental arrangement for less than six months shall not be permitted. A unit may only be leased once per year. The unit owner (lessor) shall be required to deposit, as security, the sum of Five Hundred Dollars (\$500.00) for damages to condominium property caused by their lessee. This deposit shall be refundable within thirty (30) days after termination of the lease. The Lessor shall give the Association a copy of any lease or other writing under which a lessee is occupying a unit. No subleasing shall be permitted. All renewals of leases shall be subject to the approval of the Association...

B. AMENDMENT TO BY-LAWS

1. Existing: Article IV, Section 2.

The first annual meeting of the members shall be held at 8 o'clock p.m. on the first Monday of the twelfth month following the date of the recordation of the Declaration as aforesaid. Thereafter an annual meeting of the members shall be held on the first Monday of said month or in the event that day is a holiday, on the first day thereafter which is not a legal holiday in each succeeding year. At each such meeting there shall be elected by ballot of the members Directors to fill vacancies in accordance with the provisions of Article V of these By-Laws. The members shall also transact such other business as may properly come before them.

As Amended:

The annual meeting of the unit owners shall be held in February. At each such meeting there shall be elected by ballot of the members Directors to fill vacancies in accordance with the provisions of Article V of these By-Laws. The members shall also transact such other business as may properly come before them.

2. Existing: Article IV, Section 5

The presence, either in person or by proxy, of the owners of at least thirty percent (30%) of the ownership interest in the Common Elements shall be requisite for and shall constitute a quorum for the transaction of business at all meetings of members.

As Amended:

The presence, either in person or by proxy, of the owners of at least fifty percent (50%) of the ownership interest in the Common Elements shall be requisite for and shall constitute a quorum for the transaction of business at all meetings of the members, with the exception of Progress Report Meetings for which there shall be no requirement of a quorum.

3. Existing: Article V

...The Board of Directors shall during their last meeting in September of each year, appoint a nominating committee of nine (9) members of whom no more than two (2) shall be Board Members, to select a panel of prospective directors to number at least three in excess of the number of directors to be elected to the Board for the following year, and at the first Progress Meeting in October shall present their selected panel to the Board Chairman. At said Progress Meeting, the Board Chairman shall accept nominations from the floor for any additional prospective directors, and when these nominations are duly seconded by five (5) unit owners, the proposed names shall be included on a ballot along with the names of those on the panel selected by the nominating committee; provided, however, these names shall be listed alphabetically on the ballot in separate columns captioned "Nominating Committee Panel" and "Floor Nominated Panel; and these ballots shall be delivered or mailed first class to absent unit owners, by October 1st of said year. The ballot shall instruct the unit owner or his proxy to vote for the total number of prospective directors up for election from either or both columns on said ballot. The ballots shall be signed by the voter whose apartment number shall be designated proximate to their signature to determine the percentile vote value of said ballot.

These ballots must be returned to the Association's office by November 1st of the year to be valid, and the ballots impounded until the Annual Meeting in December of that year for counting by three (3) appointed ballot judges selected by the Board of Directors. The first group of prospective directors receiving the largest number of votes shall be deemed elected. All ballots shall be impounded for three (3) months for verification by any interested unit owner or group of owners.

As Amended:

...The Board of Directors shall, during their last meeting in October of each year, appoint a nominating committee of nine (9) members of whom no more than two (2) shall be Board Members, to select a panel of prospective directors to number at least three (3) in excess of the number of directors to be elected to the Board for the following year, and at the first Progress Report Meeting in November present their selected panel to the Board Chairman. At said Progress Report Meeting, the Board Chairman shall accept nominations from the floor for any additional prospective directors, and when these nominations are duly seconded by five (5) unit owners, the proposed names shall be included on a ballot along with the names of those on the panel selected by the nominating committee, these names shall be listed alphabetically on the ballot. These ballots shall be delivered or mailed to all unit owners thirty (30) days prior to the annual meeting together with a proxy and instructions that in the event the unit owner will not be present at the meeting, he can instruct his proxy holder to cast his ballot in his absence in accordance with his own selection or that of the proxy holder designated in the proxy.

The ballot shall have a perforated addendum indicating the signature of the unit owner or his proxy holder, with proxy attached, and his apartment number. The ballot shall have noted thereon the percentile vote of the unit owner and the perforated part shall be removed before the ballot is cast

RE 10470 - 1731

by the election committee officials and his name verified by these officials with an indication that this ballot was cast and that the percentile vote is noted thereon.

All proxy votes must be returned to the office of the Association together with the proxy and ballot no later than the day the polls are closed and shall be tallied by the appointed election committee officials at the time the polls are closed and ballots are counted. The polls shall remain open until 10 p.m. of the day of the election.

The election committee shall be appointed by the Board of Directors and shall consist of ten (10) members and a chairman, each having one (1) assistant. Each member and his assistant will be assigned two (2) or three (3) floors and the unit owners will vote at tables designating their floor. The entire committee will tally the votes and confirm the count when tally is finished. The results will be given to the President of the Association by the Chairman who will call a meeting of the Board the following day to announce the results. All newly-elected directors receiving the largest number of votes will take office at the last Board meeting in the month of February held on the last Thursday of the month.

All ballots shall be impounded for three (3) months for verification by any interested unit owner or group of owners who shall request such verification in writing....

- 4 -
LAW OFFICES

BERNARD, HOLLANDY & STRITFIELD, P.A. - 6115 CRANE AVENUE - SUITE 202 - BEACH BEACH, FLORIDA 33408
TELEPHONE 335 282-2000

REC 10470 1732

WITNESS my signature hereto this 11th day of July, 1979, at Miami Beach, Florida.

Attest: WINSTON TOWERS 100 ASSOCIATION, INC.

Mary Idaester
Secretary

By: David N. Herman
President

STATE OF FLORIDA :
COUNTY OF DADE :

The foregoing instrument, Amendment to the Declaration of Condominium of Winston Towers 100, a Condominium, and By-Laws of Winston Towers 100 Association, Inc. was acknowledged before me this 11th day of July, 1979, by David N. Herman and Mary Idaester President and Secretary, respectively, of Winston Towers 100 Association, Inc., a Florida corporation, on behalf of the corporation.

My Commission Expires:
Notary Public, Florida, State at Large
My Commission Expires March 26, 1982
Bonded thru 10/10/79 - \$25,000

Albert L. ...
Notary Public, State of Florida
at Large
66

THIS INSTRUMENT PREPARED BY:

Return to: ↙

Lloyd W. Procton, Attorney
Becker, Poliakoff & Streitfeld, P.A.
4014 Chase Avenue, Suite 212
Miami Beach, Florida 33140

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

**Amendment to ByLaws of Condominium: Filed 3/11/81
(Adopted 2/23/81)**

Summary:

ByLaw XII

Fines for enforcement with lien via Covenants Enforcement Committee and procedure. \$25.00 limit per offense (later amended).

ByLaw V

Board may grant modify or move utility or easements for condo and owners

RE 110387-440

MAR 11 AM 8:35

81R 66298

CERTIFICATE OF AMENDMENT
TO BY-LAWS OF
WINSTON TOWERS 100 ASSOCIATION, INC.

WHEREAS, this Declaration of Condominium of WINSTON TOWERS 100, a Condominium, was duly recorded in Official Records Book 7068 at Page 843 of Dade County, Florida; and

WHEREAS, the By-Laws of WINSTON TOWERS 100 ASSOCIATION, INC. were attached to the Declaration as an exhibit; and

WHEREAS, at a duly noticed meeting of the membership held on February 16, 1981, there were present and voting, either in person or by proxy, not less than 50% of the ownership interests in the common elements of said Condominium, and accordingly, as provided in the said By-Laws of the Condominium, there was a duly constituted quorum present for the transaction of the business specified in the notice of meeting; and

WHEREAS, IT IS FURTHER CERTIFIED that the amendments to the By-Laws set forth herein, as proposed in said notice, received an affirmative vote of not less than 66-2/3% of voting interests present in person or by proxy; that there is no provision in the said recorded documents or in the condominium laws of Florida which prohibits or invalidates any of the amendments to the By-Laws as proposed; and that thereby, in accordance with the pertinent provisions of the By-Laws, namely Article IX, the proposed amendments as hereinafter set forth and as stated verbatim in the said notice, were affirmatively voted by the voting interests of the said Condominium, and are accordingly effective upon the recording of this Certificate, as provided in Section 718.110 of the Condominium Act of Florida.

NOW, THEREFORE, the undersigned hereby certifies that the following is a true copy of the amendments to the By-Laws as made by the members.

RETURN TO:

This Instrument Prepared by
ANTHONY A. KALICHE, ESQ.
BECKER, POLIAKOFF & STREITFELD, P.A.
6520 N. ANDREWS AVE., P.O. BOX 9057
FT. LAUDERDALE, FLORIDA 33310
(305) 776-7550, M-944-2926, WPB-732-0803

1000

1. Amendment to Article XII of the By-Laws by adding the following paragraph thereto:

Fines: In addition to the means for enforcement provided elsewhere herein, the Association shall have the right to assess fines against a unit owner or its guests, relatives or lessees; in the manner provided herein, and such fines shall be collectible as any other assessment such that the Association shall have a lien against each unit for such purpose, as provided in the Declaration.

(a) The Board of Directors shall appoint a Covenants Enforcement Committee which shall be charged with determining whether there is probable cause that any of the provisions of the Declaration of Condominium, the Articles of Incorporation, these By-Laws, and the rules and regulations of the Association, regarding the use of units, common elements, or Association property, are being or have been violated. In the event that the Covenants Enforcement Committee determines an instance of such probable cause, it shall report same to the Board of Directors. The Board of Directors shall thereupon provide written notice to the person alleged to be in violation, and the owner of the unit which that person occupies if that person is not the owner, of the specific nature of the alleged violation and of the opportunity for a hearing before the Board of Directors upon a request made within five (5) days of the sending of the notice. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed twenty-five (\$25.00) Dollars for each offense. The notice shall further specify, and it is hereby provided, that in lieu of requesting a hearing, the alleged violator or unit owner may respond to the notice, within five (5) days of its sending, acknowledging in writing that the violation occurred as alleged and promising that it will henceforth cease and will not recur, and that such acknowledgment and promise, and performance in accordance therewith, shall terminate further enforcement activity of the Association with regard to the violation.

(b) If a hearing is timely requested, the Board of Directors shall hold same, and shall hear any defense to the charges of the Covenants Enforcement Committee, including any witnesses that the alleged violator, the unit owner, or the Covenants Enforcement Committee may produce. Any party at the hearing may be represented by counsel.

(c) Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgment and promise is timely made, the Board of Directors shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the Board of Directors determines that there is sufficient evidence, it may levy a fine for each violation in the amount provided herein.

REC 11038 442

RECORDED IN OFFICE OF
OF LAND RECORDS - MIAMI
MIAMI, FLORIDA
RICHARD P. BIRNBAUM
DEBRA GROWN CLARK

(d) A fine pursuant to this section shall be assessed against the unit which the violator occupied at the time of the violation, whether or not the violator is an owner of that unit, and shall be collectible in the same manner as any other assessment, including by the Association's lien rights as provided in the Declaration; Nothing herein shall be construed to interfere with any right that a unit owner may have to obtain from a violator occupying his unit payment in the amount of any fine or fines assessed against that unit.

(e) Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the various condominium and Association documents, including but not limited to legal action for damages or injunctive relief.

2. Amendment to Article V of the By-Laws so as to add Paragraph (H) as follows:

...The powers of the Board of Directors shall include, but shall not be limited to the following:

...(H) To grant, modify or move utility or other easements as may, at any time, be required for the benefit of the condominium and unit owners.

WITNESS my signature hereto this 23 day of February, 1981, at Miami Beach, Florida.

Attest:

WINSTON TOWERS 100 ASSOCIATION, INC.

Tiffany Preston
Secretary

By: David N. Herman
President

STATE OF FLORIDA :

COUNTY OF DADR :

The foregoing instrument, Amendment to the By-Laws of Winston Towers 100, a Condominium, was acknowledged before me this 2 day of February, 1981, by David N. Herman and Tiffany Preston, President and Secretary, respectively, of WINSTON TOWERS 100 ASSOCIATION, INC., a corporation, on behalf of the corporation.

William J. ...
Notary Public, State of Florida at Large



My Commission Expires:

Notary Public, Florida, State at Large
My Commission Expires
Renewed this 1st day of ...

**Amendment to ByLaws of Condominium: Filed 5/2/86
(Adopted 3/27/86)**

Summary:

ByLaw Article VII:

Authorized Board to contract for installation of a subscription tv system and assess as common expense.

ByLaw Article VIII C:

Pet prohibition authorizing board to bring action for removal and allowing for recovery of attorney fees against owner. No replacement of pets upon death of pet. No person may own more than 2 units. Further, corporate ownership imputed to bar ownership by officers, directors, etc.

1986 MAY -2 AM 9:08

86R140395

12875-1577

CERTIFICATE OF AMENDMENT TO DECLARATION AND BY-LAWS OF WINSTON TOWERS 100 ASSOCIATION, INC.

WHEREAS, the Declaration of Condominium of Winston Towers 100, a Condominium, was duly recorded in Official Records Book 7068 at Page 843 of the Public Records of Dade County, Florida; and

WHEREAS, the By-Laws of Winston Towers 100 Association, Inc., were attached to the Declaration as an Exhibit; and

WHEREAS, at a meeting of the Membership held on February 24, 1986, there were present and voting, either in person or by proxy, a duly constituted quorum present for the transaction of the business specified in the notice of meeting; and

WHEREAS, IT IS FURTHER CERTIFIED that the amendments to the By-Laws, as set forth below, received an affirmative vote in excess of Sixty-six and Two-Thirds (66 2/3%) percent, by members present and voting in person or by proxy at the membership meeting.

1. Amendment to Article VII of the By-Laws to add an unnumbered paragraph thereto as follows:

The Board of Directors of the Association shall be authorized to contract for the installation of a subscription television system in the Condominium and to contract for the provision of subscription television services on a bulk-rate basis to all units in the Condominium for such term or terms as the Board may reasonably determine. The costs incurred by the Association pursuant to such a contract shall be deemed to be common expenses of the Condominium.

2. Amendment to Article VIII, Section C of the By-Laws as follows:

All pets, not registered as of February-28-1982, the effective date of this amendment shall be excluded from and not permitted upon the premises. Upon the findings of the Disciplinary Committee, the Board of Directors of the Association shall be authorized and empowered to take such action and to proceed as may be required to remove such pets as are found upon the premises, and the costs of the Association incident to such action, in addition to administrative costs at the rate of Ten (\$10.00) Dollars each day the pet remains on the premises, including its reasonable attorney's fees, shall be added to and be deemed part of the offending unit owner's share of the common expenses, and the Association shall have a lien for all of the same assessed against the violating unit owner. Such costs and fees may likewise be charged to and be assessed against the unit owner in the same manner and with the same effect as stated herein above, if the offending person who has placed or is responsible for placing the pet in the premises is a member of the unit owner's family, his guests, his lessee, or a member of his lessee's family or guests. Unit Owners who have properly registered pets on the premises as of the effective date of this amendment may not replace said pets upon death or other removal from the premises.

WITNESS our signatures hereto this 27 day of March, 1986, at Miami Beach, Florida.

Attest: [Signature] Secretary

By: [Signature] President (SBA)

WINSTON TOWERS 100 ASSOCIATION, INC.

STATE OF FLORIDA : COUNTY OF DADE :

I HEREBY CERTIFY that on this day, before me, personally appeared [Signatures], the President and Secretary of the Winston Towers 100 Association, Inc., and that they acknowledged executing the same voluntarily under the authority duly vested in them by said Corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 27 day of March, 1986.



[Signature] NOTARY PUBLIC, STATE OF FLORIDA RICHARD P. BRINKER

My Commission Expires: 07/01/1990

**Amendment to Declaration of Condominium: Filed 6/4/87
(Adopted 6/1/87)**

Summary:

Declaration Article 23 (B):

No person may own more than 2 units. Further, corporate ownership imputed to bar ownership by officers, directors, etc.

Declaration Article 23(C):

No unit owner may lease his unit for 2 years after acquiring title to unit unless acquired title prior to amendment.

Declaration A23(D):

No acquire units for business investment or speculation.

EXHIBIT-A

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OF
WINSTON TOWERS 100, A CONDOMINIUM

(Additions shown by underlining; deletions shown by "----")

1. Amendment to Article 23 to create Section (B) to read as follows:

(B) In order to facilitate a single family residential community after the effective date of this amendment, no person may own more than two (2) units. Where a person owning two units applied for approval of the purchase of an additional unit, the Board shall have the right to disapprove of the transfer, and the Association shall have no liability to purchase the unit or otherwise provide an alternative purchaser. Where a corporation owns a unit, none of the officers, directors, employees or agents of that corporation may be allowed to take title to an additional unit. Where a natural person is owner of the unit, none of the officers, directors, employees or agents of that corporation may be allowed to take title to an additional unit. Where a natural person is owner of the unit, no corporation may then purchase an additional unit where said natural person is an officer, director, employee or agent of the corporation. This section shall not apply to persons owning multiple units prior to the effective date of this amendment, except to the extent that such persons may seek to acquire additional units after the effective date of this amendment.

2. Amendment to Article 23 to create Section (C) to read as follows:

(C) No unit owner shall be permitted to lease his unit for a period of two (2) years after acquiring title to the unit. This shall not apply to those unit owners who have purchased their units prior to the effective date of this amendment.

3. Amendment to Article 23 to create Section (D) to read as follows:

(D) No acquisition of units for business investment or speculative purposes is allowed.

DECLARATION OF CONDOMINIUM
FOR WINSTON TOWERS 100,
A CONDOMINIUM
RICHARD P. HINKLEY
ATTORNEY AT LAW

**Amendment to Declaration of Condominium: Filed 1/8/99
(Adopted 12/24/98)**

Summary:

Declaration Article 21:

No material changes to common elements or association property (or expenditure of association funds costing more than 3% of total annual budget for such changes) without 2/3's vote of meeting with quorum. Board may spend less if in best interest of condominium for such material alterations, additions and improvements.

Declaration Article 25:

May amend declaration at a 2/3's vote (66 2/3%) of meeting with quorum.

This instrument was prepared by:
ANTHONY A. KALLICHE, ESQUIRE
BECKER & POLIAKOFF, P.A.
5201 Blue Lagoon Drive, Suite 100
Miami, Florida 33126

99R013126 1999 JAN 08 14:41

CERTIFICATE OF AMENDMENT
TO
THE DECLARATION OF CONDOMINIUM
OF
WINSTON TOWERS 100 CONDOMINIUM

WHEREAS, the Declaration of Condominium of Winston Towers 100 Condominium was duly recorded in Official Records Book at Page of the Public Records of Dade County, Florida; and

WHEREAS, Winston Towers 100 Condominium Association, Inc. (hereinafter the "Association") is the entity responsible for the operation of the aforementioned condominium; and

WHEREAS, by written consent of the owners of the Association in excess of seventy-five (75%) percent of the membership, the amendment to the Declaration of Condominium as set out in Exhibit "A" attached hereto and incorporated herein was duly approved.

NOW, THEREFORE, the undersigned hereby certifies that the amendment to the Declaration of Condominium as set out in Exhibit "A" attached hereto and incorporated herein is a true copy of the amendment as approved by the requisite percentage of the membership of the Association.

WITNESS my signature hereto this 24th day of December, 1998 at , Florida.

WINSTON TOWERS 100 CONDOMINIUM
ASSOCIATION, INC.

Gail Snow
Witness

BY: Alan Mark Hordis President
(Seal)

Phillip J. Chernoff
Witness

PRINT: Alan Mark Hordis
ATTEST: Shirley M. Black

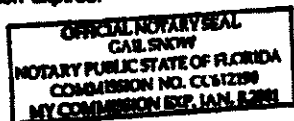
STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 24th day of December, 1998 by ALAN MARK HORDIS the PRESIDENT of Winston Towers 100 Condominium Association, Inc. a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or has produced (N/A) as identification and who did/did not take an oath.

Gail Snow (SEAL)
NOTARY PUBLIC SIGNATURE
STATE OF FLORIDA AT LARGE



My commission expires:



GAIL SNOW
PLEASE PRINT OR TYPE NOTARY SIGNATURE

AMENDMENTS
TO
DECLARATION OF CONDOMINIUM
OF
WINSTON TOWERS 100 CONDOMINIUM

(Additions shown by underlining; deletions shown by "----")

1. Amendment to Article 21 of the Declaration of Condominium as follows:

"Alterations, Additions and Improvements: No alterations of any Common Elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Association. There shall be no material alterations or substantial additions to the common elements or Association property (and expenditure of Association funds therefore) costing in excess of three (3%) percent of the total annual budget of the Association including reserves, if any, without the prior approval of sixty-six and two-thirds (66 2/3) percent of those voting interests which are present, in person or by proxy, and voting at a duly called and convened meeting of the membership of the Association at which a quorum is present. The Board of Directors, may without a vote of the membership, approve material alterations or substantial additions to the common elements or Association property (and expenditure of Association funds therefore) costing less than three (3%) percent of the total annual budget of the Association including reserves, if any, if the Board deems such alterations or additions to be in the best interest of the condominium.

2. Amendment to Article 25 of the Declaration of Condominium as follows:

"Amendments: The provisions of this Declaration may be amended from time to time upon the approval of such amendment or amendments by the Association pursuant to a resolution or written consent approving such amendment or amendments adopted or given by Unit Owners owning not less than ~~seventy-five percent (75%)~~ sixty-six and two-thirds (66 2/3%) percent in the aggregate of the total undivided interest in the Common Elements which is represented by those voting members of the Association present, in person or by proxy and voting at a duly called and convened meeting of the membership at which a quorum is present; provided, however, if the Act or this Declaration shall require the consent or agreement of all Unit Owners or of all lien holders for any action specified in the Act or in this Declaration, then any amendment or amendments with respect to such action shall require unanimous consent or agreement as may be provided in the Act or in this Declaration. All amendments to this Declaration shall be recorded.

RECORDED BY
HARVEY RUJWIN
CLERK RECORDS DEPT

~~No amendment affecting the rights or obligations of the owner of the Recreation Area Unit shall have any force or effect unless consented to, in writing, by such owner. Nor shall any rights reserved to the Developer or the obligations of the Developer be modified without the Developer's consent in writing.~~

No amendment shall be made which substantially affects the rights of institutional first mortgagees without first having obtained the written consent of such institutional first mortgagees.

NOTE: THESE AMENDMENTS ARE PRESENTED AS REQUIRED BY LAW WITH ADDITIONS TO THE EXISTING PROVISIONS OF THE DOCUMENTS SHOWN BY UNDERLINING AND DELETIONS SHOWN BY LINGING THROUGH THE WORDS WHICH ARE TO BE ELIMINATED.

**Amendment to Declaration of Condominium:Filed 4/15/99
(Adopted 3/31/99)**

Summary:

Declaration Article 23E:

Mortgages on units only permitted by Institutional lenders and for purchase money mortgages. Also, no mortgage permitted for more than 80% of value of unit and owner must provide assn proof that mtg does not exceed 80% at time of mtg

RE 18564-4310

This instrument was prepared by:
ANTHONY A. KALLICHE, ESQUIRE
BECKER & POLIAKOFF, P.A.
5201 Blue Lagoon Drive, Suite 100
Miami, Florida 33128

99R194812 1999 APR 15 11:55

CERTIFICATE OF AMENDMENT
TO
THE DECLARATION OF CONDOMINIUM
OF
WINSTON TOWERS 100 CONDOMINIUM

WHEREAS, the Declaration of Condominium of Winston Towers 100 Condominium was duly recorded in Official Records Book at Page of the Public Records of Dade County, Florida; and

WHEREAS, Winston Towers 100 Condominium Association, Inc. (hereinafter the "Association") is the entity responsible for the operation of the abovesetioned condominium; and

WHEREAS, at a duly called and convened Annual Meeting of the membership held on February 22, 1999 the amendment to the Declaration of Condominium as set out in Exhibit "A" attached hereto and incorporated herein was duly approved by in excess of sixty-six and two-thirds (66 2/3%) percent of those voting members of the Association present, in person or by proxy at the meeting at which a quorum was present.

NOW, THEREFORE, the undersigned hereby certifies that the amendment to the Declaration of Condominium as set out in Exhibit "A" attached hereto and incorporated herein is a true copy of the amendment as approved by the requisite percentage of the membership of the Association.

WITNESS my signature hereto this 31st day of March, 1999 at Miami Beach, Florida.

WINSTON TOWERS 100 CONDOMINIUM
ASSOCIATION, INC.

[Signature]
Witness

BY: Alan Mark Homic

[Signature]
Witness

PRINT: ALAN MARK HOMIC

ATTEST: _____

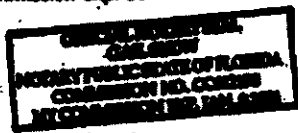
STATE OF FLORIDA

COUNTY OF DADE

The foregoing instrument was acknowledged before me this 31st day of MARCH, 1999 by ALAN MARK HOMIC the PRESIDENT of Winston Towers 100 Condominium Association, Inc. a Florida not-for-profit corporation, who is personally known to me or has produced AAA as identification and who did/did not take an oath.

[Signature]
NOTARY PUBLIC SIGNATURE
STATE OF FLORIDA AT LARGE

My commission expires:



[Signature]
PLEASE PRINT OR TYPE NOTARY SIGNATURE

1884-4311

EXHIBIT "A"

AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
OF
WESTER TOWERS 188 CONDOMINIUM

(Additions shown by underlining; deletions shown by "line through words")

Amendment to said Article 2(B) as follows:

7. Expenses - It will incur any expenses not covered by any interest therein
without the consent of the Association, unless in an individual instance, it obtains
prior approval of the Board of Directors and the Association may in such cases
authorize the Board of Directors of the Association, under its authorization and any
approval, to authorize it to incur, collect, withhold, suspend payment of charges,
rents, taxes, HOA dues, or the assessed value of the unit. At the time a unit is
placed in a unit, the owner shall be responsible for paying the Association with
documentation showing that the unit is on the list from the assessed value (HOA)
amount of the assessed value of the unit.

RECORDED IN OFFICIAL RECORDS
OF BAY COUNTY, FLORIDA
BOOK 18888
PAGE 18888
CLERK OF DISTRICT COURT

17000_1

**Amendment to Declaration and ByLaws of Condominium:Filed 1/24/01
(Adopted 1/11/01)**

Summary:

Declaration 26:

Notices not required to be sent certified or registered mail, only first class mail to Unit owners.

Bylaws IV Section 4 and Article XIV (J):

Notice of annual or special meeting by first class instead of certified mail to unit owners (or hand delivery). Notices to the association also by first class mail or hand delivery.

REF 19464 604

This instrument was prepared by:
ANTHONY A. KALLICHE, ESQUIRE
BECKER & POLIAKOFF, P.A.
5201 Blue Lagoon Drive, Suite 100
Miami, Florida 33126

01R035662 2001 JAN 24 12:47

CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
WINSTON TOWERS 100 CONDOMINIUM
AND BY-LAWS
OF
WINSTON TOWERS ASSOCIATION, INC.

WHEREAS, the Declaration of Condominium, A Condominium was duly recorded in Official Records Book 7068 at Page 843 of the Public Records of Miami-Dade County, Florida; and

WHEREAS, Winston Towers 100 Association, Inc. (hereinafter "the Association") is the entity responsible for the operation of the aforementioned condominium; and

WHEREAS, the By-Laws of the Association were attached as an Exhibit to the aforementioned Declaration of Condominium; and

WHEREAS, at a duly called and convened meeting of the membership of the Association held on April 28, 2000, the amendments to the Declaration of Condominium By-Laws as set out in Exhibit "A" attached hereto and incorporated herein were duly approved by an excess of sixty-six and two-thirds (66 2/3rds %) percent of those voting members of the Association present, in person or by proxy at the meeting at which a quorum was present.

NOW, THEREFORE, the undersigned hereby certifies that the amendments to the Declaration of Condominium and By-Laws as set out in Exhibit "A" attached hereto and incorporated herein are a true copy of the amendments as approved by the requisite percentage of the membership of the Association.

WITNESS my signature hereto this 11th day of January 2001, at Miami-Dade County, Florida.

WINSTON TOWERS 100 ASSOCIATION, INC.

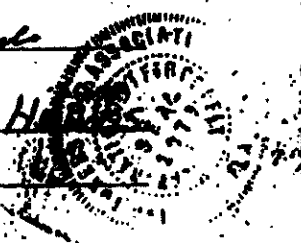
BY: Alan Mark Handis
Alan Handis, President

Witness _____

PRINT: ALAN MARK HANDIS

Witness _____

ATTEST: _____



STATE OF FLORIDA
COUNTY OF MIAMI-DADE

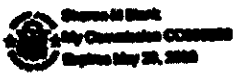
The foregoing instrument was acknowledged before me this 11 day of January by Alan Handis the President of Winston Towers 100 Association, Inc. a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification and who did ~~not~~ take an oath.

Sharon M. Blank

NOTARY PUBLIC SIGNATURE
STATE OF FLORIDA AT LARGE



My commission expires:



PLEASE PRINT OR TYPE NOTARY SIGNATURE

1010

EXHIBIT "A"

AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
OF
WINSTON TOWERS 100 CONDOMINIUM
AND
BY-LAWS
OF
WINSTON TOWERS 100 ASSOCIATION, INC.

(Additions shown by underlining; deletions by lined-through words)

Amendment to Article 26 of the Declaration of Condominium, Article IV,
Section 4 and Article XIV, Paragraph (J) of the By-Laws as follows:

26. **NOTICES:** Notices provided for in the Act, Declaration or By-Laws shall be in writing, and shall be addressed to The Association or to any Unit Owner at the mailing address of the condominium Property in Dade County, Florida, or at such other address as may hereafter be provided. The Association or Board of Directors may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Unit Owners at such time. Any Unit Owner may also designate a different address or addresses for notices to him by giving written notice of his change of address to the Association. Notices addressed as above shall be deemed delivered when mailed by United States-registered or certified First Class mail or when delivered in person with written acknowledgment of the receipt thereof, ~~or if addressed to a Unit Owner, when deposited in his mailbox in the Building or at the door of his Unit in the Building.~~

Section 4. It shall be the duty of the Secretary, or upon his failure or neglect then of any officer or member, to mail by United States-Certified-Mail First Class Mail postage prepaid ~~or hand delivered with written acknowledgment of receipt.~~ a Notice of each Annual or Special Meeting stating the purpose, the time and place thereof to each member of record. The Secretary of the Association shall at all times retain the Declaration of Condominium, By-Laws, and the original signed minutes of the Board of Directors meetings and of all directives issued by it and its President. The Secretary shall cause two copies thereof to be made, one copy to be forwarded to the President and the other copy to be placed in the files of the business office as a permanent complete record for use only in its offices and by its employees and unit owner having an interest therein. These records, including the copy issued to the President shall remain the property of Winston Towers 100 Association.

(J) Whenever notices are required to be transmitted hereunder, the same shall be sent to the Unit Owners by Certified-Mail, Return-Receipt-Requested First Class Mail or hand delivered with written acknowledgment of receipt. at their place of residence in the Condominium building unless the Unit Owner has, by written notice, duly receipted for, specified a different address. Notices to the Association shall be transmitted by Certified-Mail, Return-Receipt-Requested First Class Mail or hand delivered with written acknowledgment of receipt. to 17400 Collins Avenue, Miami Beach, Florida 250-174th Street, Sunny Isles Beach, Florida 33160. ~~Notices to the Developer shall be mailed to it by Certified Mail, Return-Receipt-Requested to 17400 Collins Avenue, Miami Beach, Florida.~~ All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice.

**Amendment to Declaration and ByLaws of Condominium:Filed 10/26/01
(Adopted 10/8/01)**

Summary:

Articles of Incorporation VII:

Board of Directors consists of 7 persons but board of directors has power to change number from time to time as long as such change does not cut short term of existing director

Bylaw V :

Board of Directors changed to 7 persons; procedure if less candidates than positions for filling by agreement of candidates or vote of board; Board may change number of directors as long as change does not cut short existing director; Board may modify terms of directors to be elected so that nominating committee and procedure of voting which conflicts with condominium procedure for voting an annual election

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This instrument was prepared by:
ANTHONY A. KALLICHE, ESQUIRE
BECKER & POLIAKOFF, P.A.
5201 Blue Lagoon Drive, Suite 100
Miami, Florida 33126

CERTIFICATE OF AMENDMENT
TO
BY-LAWS
AND
ARTICLES OF INCORPORATION
OF
WINSTON TOWERS 100 ASSOCIATION, INC.

WHEREAS, the Declaration of Condominium, a Condominium was duly recorded in Official Records Book 7068 at Page 843 of the Public Records of Miami-Dade County, Florida; and

WHEREAS, Winston Towers 100 Association, Inc. (hereinafter "the Association") is the entity responsible for the operation of the aforementioned condominium; and

WHEREAS, the By-Laws and Articles of Incorporation of the Association were attached as Exhibits to the aforementioned Declaration of Condominium; and

WHEREAS, at a duly called and convened Annual Meeting of the membership of the Association held on February 22, 2001, the amendments to the By-Laws and Articles of Incorporation as set out in Exhibit "A" attached hereto and incorporated herein were duly approved by an excess of sixty-six and two-thirds (66 2/3ths %) percent of those voting members of the Association present, in person or by proxy at the meeting at which a quorum was present.

NOW, THEREFORE, the undersigned hereby certifies that the amendments to the By-Laws and Articles of Incorporation as set out in Exhibit "A" attached hereto and incorporated herein are a true copy of the amendments as approved by the requisite percentage of the membership of the Association.

WITNESS my signature hereto this 18th day of October, at Miami-Dade County, Florida.

[Signature]
Witness

[Signature]
Witness

WINSTON TOWERS 100 ASSOCIATION, INC.

BY: [Signature]
Alan Handis, President

PRINT: Alan Handis

ATTEST: _____



STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 18 day of October, 2001 by Alan Handis the President of Winston Towers 100 Association, Inc. a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification and who did/did not take an oath.

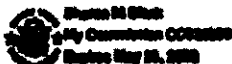
[Signature]
NOTARY PUBLIC SIGNATURE
STATE OF FLORIDA AT LARGE

SHARON M BLANK
PLEASE PRINT OR TYPE NOTARY SIGNATURE



My commission expires:

FORM 1.00C



2400

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EXHIBIT "A"

**AMENDMENT
TO THE
ARTICLES OF INCORPORATION AND BY-LAWS
OF
WINSTON TOWERS 100 ASSOCIATION, INC.**

(Additions shown by underlining; deletions by lined-through words)

Amendment to Article VII of the Articles of Incorporation and Article V of the By-Laws of the Association as follows:

**ARTICLES OF INCORPORATION
ARTICLE VII**

The affairs of the Corporation shall be governed by a Board of Directors which Board will consist of ~~five (5)~~ seven (7) persons. ~~The Board of Directors shall have the power to change the number of members of the Board from time to time provided that no decrease in the number of directors shall be implemented so as to cut short the term of any then serving director.~~ With the exception of the initial Board, directors shall be elected from among the Unit Owners; or if a Unit Owner shall be a corporation, partnership or trust, then an officer, partner or beneficiary of such Unit Owner may qualify as a Director. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Corporation and shall have all the powers and duties referred to in the Declaration and in the Statutes of the State of Florida respecting corporations not for profit, and all of the powers defined and set forth in the Condominium Act of the State of Florida which the Unit Owners collectively may do or may have done. The powers of the Board of Directors shall include, but shall not be limited to the following:

- (A) To elect the officers of the Corporation;
- (B) To administer the affairs of the Corporation and the property;
- (C) To engage the services of a manager or managing agent for the property and to fix the terms of such engagement and the compensation and authority of the manager or managing agent;
- (D) To promulgate such rules and regulations concerning the operation and use of the property or the Common Elements as may be consistent with the Declaration and this Charter and to amend the same from time to time;

- (E) To provide for the maintenance, repair and replacement of the Common Elements and authorize leases with respect thereto; and
- (F) To estimate and adopt an annual operating budget and to provide for the assessment and collection from the Unit Owners of their respective shares of the estimated expenses as hereinafter provided.

ARTICLE V

Board of Directors:

The affairs of the Corporation shall be governed by a Board of Directors which Board will consist of ~~nine (9)~~ seven (7) persons, each of whom shall bear a fiduciary relationship to the unit owners. Beginning with the election of Directors in ~~1975 for the year 1976, and thereafter, 2002~~ seven persons shall be elected: the top four (4) vote-getters shall be elected for two (2) year terms and the next three (3) highest vote-getters shall be elected for one (1) year terms. Five (5) persons shall be elected for a two-year term, and four (4) persons for the term of one year. The five Directors receiving the largest number of votes, shall serve the two-year terms, and the remaining four for a one-year term. At any time, if the number of candidates is less than or equal to the number of positions to be filled and/or there are varying length terms to be filled, the length of terms of the candidates will be as determined by either agreement of the candidates or by a vote of the Board of Directors. Thereafter, the election of Directors for those whose term shall expire, will be elected for a two year term.

~~In the event of any vacancies by resignation or otherwise, there shall be a succession of Directors in accordance with their elective term standings, and the vacancy or vacancies shall be filled by appointment by the Board of Directors to serve for the minimum existing term after the succession has been effected. The number of directors may be changed by the Board from time to time provided that no decrease in the number of directors shall be implemented so as to cut short the term of any then serving director. Upon a change in number of directors the Board may modify the terms of directors to be elected at the Annual Meeting with the objective being to preserve the system of staggered director terms. With the exception of the initial Board, Directors shall be elected from among the Unit Owners; or if a Unit Owner shall be a corporation, partnership or trust, then an officer, partner or beneficiary of such Unit Owner may qualify as a Director. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Corporation and shall have all the powers and duties referred to in the Declaration and in the Statutes of the State of Florida respecting corporations not for profit, and all of the powers defined and set forth in the condominium Act of the State of Florida, as amended, which the Unit Owners collectively may do, or may have done. The powers of the Board of Directors shall include, but shall not be limited to the following:~~

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- (A) To elect the officers of the Corporation;
- (B) To administer the affairs of the Corporation and the property;
- (C) To engage the services of a manager or managing agent for the property and to fix the terms of such engagement and the compensation and authority of the manager or managing agent;
- (D) To promulgate such rules and regulations concerning the operation and use of the property or the Common Elements as may be consistent with the Declaration and the Charter and these By-Laws and to amend the same from time to time;
- (E) To provide for the maintenance, repair and replacement of the Common Elements and authorize leases with respect thereto;
- (F) To estimate and adopt an annual operating budget and to provide for the assessment and collection from the Unit Owners of their respective shares of the estimated expenses as hereinafter provided; and
- (G) The order of business at all meetings of the Board of Directors shall be as follows:
 - (i) Roll call;
 - (ii) Reading of the minutes of the last meeting;
 - (iii) Consideration of communications;
 - (iv) Resignations and elections;
 - (v) Reports of Officers and employees;
 - (vi) Reports of committees
 - (vii) Unfinished business;
 - (viii) Original resolutions and new business;
 - (ix) Adjournment.
- (H) To grant, modify or move utility or other easements as may, at any time, be required for the benefit of the condominium and unit owners.

~~The Board of Directors shall, during their last meeting in October of each year, appoint a nominating committee of nine (9) members of whom no more than two (2) shall be Board Members, to select a panel of prospective directors to number at least three (3) in excess of the number of directors to be elected to the Board for the following year, and at the first Progress Report Meeting in November present their selected panel to the Board Chairman. At said Progress Report Meeting, the Board Chairman shall accept nominations from the floor for any additional prospective directors, and when these nominations are duly seconded by five (5) unit owners, the proposed names shall be included on a ballot along with the names of those on the panel selected by the nominating committee, these names~~

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shall be listed alphabetically on the ballot. These ballots shall be delivered or mailed to all unit owners thirty (30) days prior to the annual meeting together with a proxy and instructions that in the event the unit owner will not be present at the meeting, he can instruct his proxy holder to cast his ballot in his absence in accordance with his own selection or that of the proxy holder designated in the proxy.

The ballot shall have a perforated addendum indicating the signature of the unit owner or his proxy holder, with proxy attached, and his apartment number. The ballot shall have noted thereon the percentile vote of the unit owner and the perforated part shall be removed before the ballot is cast by the election committee officials and his name verified by these officials with an indication that this ballot was cast and that the percentile vote is noted thereon.

All proxy votes must be returned to the office of the Association together with the proxy and ballot no later than the day the polls are closed and shall be tallied by the appointed election committee officials at the time the polls are closed and ballots are counted. The polls shall remain open until 10 p.m. of the day of the election.

The election committee shall be appointed by the Board of Directors and shall consist of ten (10) members and a chairman, each having one (1) assistant. Each member and his assistant will be assigned two (2) or three (3) floors and the unit owners will vote at tables designating their floor. The entire committee will tally the votes and confirm the count when tally is finished. The results will be given to the President of the Association by the Chairman who will call a meeting of the Board the following day to announce the results. All newly-elected directors receiving the largest number of votes will take office at the last Board meeting in the month of February held on the last Thursday of the month.

The ballots shall be impounded for three (3) months for verification by any interested unit owner or group of owners who shall request such verification in writing.

Short biographical pertinent backgrounds of equal length (limited to five lines) shall be given of each prospective directors on the ballot which will show his or her qualifications for a directorship. These biographical resumes shall be on a separate sheet accompanying each ballot. Nothing herein shall prevent the Board chairman to accept nominations from the floor at the annual meeting, and a floor vote shall be taken of the persons so nominated. These votes shall be tallied with the printed ballots cast by unit owners or their proxies.

29915_1.DOC

RECORDED WORKING RECORDS SECTION
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUBIN
CLERK CIRCUIT COURT

**Amendment to Declaration and ByLaws of Condominium: Filed 5/17/2002
(Adopted 5/8/2002)**

Summary:

Declaration Article 23:

Sale, Lease, Transfer or Unit whether voluntary or involuntary subject to approval of Board of Directors; restrictions on leasing; screening - only exception for 1st mortgage foreclosure

ByLaw XII:

Fines and Covenants Enforcement - Committee raising fines to maximum amount permitted by law instead of \$25.00

TRERL
20402PG2987

This instrument was prepared by:
ANTHONY A. KALLICHE, ESQUIRE
BECKER & POLIAKOFF, P.A.
5201 Blue Lagoon Drive, Suite 100
Miami, Florida 33126

02R307598 2002 MAY 17 14:03

CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
WINSTON TOWERS 100, A CONDOMINIUM
AND
BY-LAWS
OF
WINSTON TOWERS 100 ASSOCIATION, INC.

WHEREAS, the Declaration of Condominium, a Condominium was duly recorded in Official Records Book 7068 at Page 843 of the Public Records of Miami-Dade County, Florida; and

WHEREAS, Winston Towers 100 Association, Inc. (hereinafter "the Association") is the entity responsible for the operation of the aforementioned condominium; and

WHEREAS, the Declaration of Condominium and By-Laws of the Association were attached as Exhibits to the aforementioned Declaration of Condominium; and

WHEREAS, at a duly called and convened Annual Meeting of the membership of the Association held on February 25, 2002, the amendments to the Declaration of Condominium and By-Laws as set out in Exhibit "A" attached hereto and incorporated herein were duly approved by an excess of that required by the pertinent provisions of said Declaration of Condominium and By-Laws.

NOW, THEREFORE, the undersigned hereby certifies that the amendments to the Declaration of Condominium and By-Laws as set out in Exhibit "A" attached hereto and incorporated herein are a true copy of the amendments as approved by the requisite percentage of the membership of the Association.

WITNESS my signature hereto this 12 day of May, 2002 at Miami-Dade County, Florida.

WINSTON TOWERS 100 ASSOCIATION, INC.

Philip C. Kalliche
Witness

BY: Cecile Sippin
Cecile Sippin, President

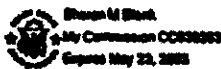
George J. Sippin
Witness

PRINT: Cecile Sippin (Seal)

ATTEST: _____

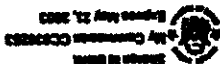
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 8 day of May, 2002 by Cecile Sippin, the President of Winston Towers 100 Association, Inc. a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or has produced (_____) as identification and who did/did not take an oath.



Sharon M. Blank (SEAL)
NOTARY PUBLIC SIGNATURE
STATE OF FLORIDA AT LARGE

My commission expires:



SHARON M. BLANK
PLEASE PRINT OR TYPE NOTARY SIGNATURE

28/10

EXHIBIT "A"

AMENDMENTS
TO THE DECLARATION OF CONDOMINIUM
OF
WINSTON TOWERS 100, A CONDOMINIUM
AND
BY-LAWS
OF
WINSTON TOWERS 100 ASSOCIATION, INC.

(Additions shown by underlining; deletions shown by "--")

1. Amendment to all portions of the beginning unnumbered/unlettered section of Article 23 of the Declaration of Condominium before paragraph (B) thereof and replace same with the following:

"SUBSTANTIAL REVISION TO THIS PORTION OF THE DECLARATION.
PLEASE REFER TO THE DECLARATION FOR THE CURRENT TEXT
THEREOF.

23. (A) Sale, Lease or Transfer of Unit. In order to maintain a community of congenial, financially responsible residents with the objective of protecting the value of the units, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of ownership of a unit by an owner shall be subject to the following provisions so long as the condominium exists, which provisions each owner of a unit covenants to observe:

1. Transfers:

B. Sale or Gift. No unit owner may dispose of a unit or any interest therein by sale or gift (including agreement for deed) without prior written approval by the Board of Directors.

b. Devise or Inheritance. If any unit owner acquires his title by devise or inheritance, his right to occupy or use the unit shall be subject to the approval of the Board of Directors. The Association's approval shall not be denied to any devisee or heir who was the prior owner's lawful spouse or live-in companion at the time of death. Further, the Association's approval shall not be denied to any devisee or heir who is related to the owner by blood or adoption within the first degree, provided that there is not good cause for disapproval as defined below.

c. Other Transfers. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the unit before being approved by the Board of Directors under the procedures outlined in Section 4 below.

d. Procedures.

(a) Notice to Association.

(1) Sale or Gift. An owner intending to make a sale or gift of his unit or any interest therein shall give to the Board of Directors or its designee written notice of such intention along with the required transfer fee, at least thirty (30) days prior to the intended closing date, together with the name and address of the proposed purchaser or donee, an executed copy of the sales contract, if any, and such other information as the Board may reasonably require. The notice will be in the form as may be adopted by the Board from time to time, and the Board may request additional information as may be appropriate under the circumstances and the sale shall not be closed until such information has been provided to the Board and it has reviewed the information, which it must do within thirty (30) days, as specified below.

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The Board may require the personal appearance of any purchaser or donee and his spouse, if any, and all proposed occupants of a unit as a condition for approval.

(2) Devise, Inheritance or Other Transfers. The transferee must notify the Board of Directors of his ownership and submit a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy right unless approved by the Board, but may sell or lease the unit following the procedures in this Declaration.

(3) Failure to Give Notice. If no notice is given, the Board at its election may approve or disapprove the transfer without prior notice. If it disapproves, the Association shall proceed as if it received notice on the date of such disapproval, however, the proposed transferee may prove the Board with the required notice and request reconsideration.

(b) Within thirty (30) days of receipt of the required notice and all information or appearances requested, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval, in the form adopted by the Board. If the Board neither approves nor disapproves within the thirty (30) days of receipt of all information which the Board has requested, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a Certificate of Approval or Consent of Transfer form to the transferee.

(c) Disapproval

(1) Approval of the Association shall be withheld only if a majority of the whole Board so votes. The Board shall consider the following factors and may confer freely with counsel in reaching its decision. Only the following may be deemed to constitute good cause for disapproval:

(i) The person seeking approval has been convicted of a felony involving violence to persons or property, sale, distribution or use of controlled substances, or a felony demonstrating dishonesty or moral turpitude, or has been charged with any such felonies and the person was not acquitted or the charges were not dropped;

(ii) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;

(iii) The application for approval on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the condominium. By way of example, but not limitation, an owner allowing a tenant to take possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with applicable restrictions;

(iv) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this condominium as a tenant, unit owner or occupant of a unit, or in other situations;

(v) The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner;

(vi) The unit owner requesting the transfer has had fines assessed against him or her which have not been paid; or

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(vii) All assessments and other charges against the unit have not been paid in full.

(2) If the Board disapproves a prospective purchaser, the Association shall have an optional right of first refusal to purchase the unit on the same terms and conditions as the offer of the disapproved purchaser or to provide an alternate purchaser. This right shall expire sixty (60) days after notice of disapproval is given. The closing shall take place within sixty (60) days of the Board's written notice to the owner of its intent to exercise the right to purchase or at such later date as the parties may agree. Should a transfer be rejected for good cause as discussed above, the Association's right of first refusal or to provide an alternate purchaser shall be optional. If good cause is not shown, the Association shall have a duty to exercise its right of first refusal or provide an alternate purchaser.

(3) If an application for transfer raises a question, in the Board's judgment, as to whether the stated transfer price is bona fide, the price to be offered shall be determined by taking the average fair market value established by two qualified real estate appraisers familiar with current condominium prices in Dade County, one appraiser to be selected by the selling owner and the other selected by the Board. The cost of the appraisals shall be shared equally by the owner and the Association. Closing and transfer of the unit shall be within thirty (30) days from submission of the agreement to purchase by the Association or ten (10) days after the price is determined as provided above, whichever occurs later.

2. Leases:

(1) Only entire units may be rented. There shall be no subdivision or subdividing of units. No unit may be leased for a term of less than six (6) consecutive months and if a lease is terminated or a lessee vacates a unit prior to the expiration of the six (6) month lease term, the unit may not be re-leased until the two (2) year anniversary of the commencement of the prior lease, except in hardship circumstances as determined by the Board of Directors in the exercise of its sole discretion. Units may only be leased once in a twelve (12) month period and may only be occupied by tenants as a single family residence. The Board of Directors shall have the authority to approve all leases and renewals thereof, which authority may be delegated to a committee or managing agent. The Board shall have the authority to promulgate or use a uniform lease application and require such other information from the proposed tenant as is appropriate under the circumstances. The Board shall have the right to delegate the screening of proposed tenants to a committee, a managing agent, or a commercial tenant screening concern. All leases shall include an addendum promulgated by the Association. All leases will provide or be deemed to provide that the tenants have read and agreed to be bound by the various restrictions contained in the Declaration of Condominium, Articles of Incorporation, By-Laws of the Association, and Rules and Regulations hereinafter "documentary regulations". All leases shall further provide or be deemed to provide that any violation of the applicable documentary regulations shall constitute a material breach of the lease and subject the tenant to eviction. If a tenant fails to abide by the applicable documentary regulations, the unit owners shall be responsible for the conduct of the tenant and shall be subject to all remedies set forth in the condominium documents, without waiver of any remedy available as to the tenant. The unit owner shall have the duty to bring his tenants' conduct into compliance with the documentary regulations by whatever action is necessary, including without limitation the institution of eviction proceedings. If the unit owner fails to bring the conduct of the tenant into compliance with the documentary regulations, the Association shall have the authority to act as agent of the owner to undertake whatever action is necessary to abate the tenants' noncompliance with the documentary regulations, including without limitation the right to institute an action for eviction against the tenant in the name of the Association. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the unit owner

20402P62991

in the same manner as common expenses charges. Upon receipt of all information and fees required by Association, the Association shall have the duty to approve or disapprove all proposed leases within thirty (30) days of receipt of such information for approval. All requests for approval not acted upon within thirty (30) days shall be deemed approved. Applications for renewals of lease agreements shall be submitted at least thirty (30) days in advance of the expiration of the lease agreement. If the Association disapproves a proposed lease or renewal, the unit owner shall receive a short statement indicating the reason for the disapproval, and the lease shall not be made or renewed. The Association shall neither have a duty to provide an alternate lease nor shall it assume any responsibility for the denial of a lease application if the denial is based for good cause. Good cause shall include, but not be limited to the following:

(i) The person seeking approval has been convicted of a felony involving violence to persons or property, sale, distribution, or use of controlled substances, or a felony demonstrating dishonesty or moral turpitude, or has been charged with any such felonies and the person was not acquitted or the charges were not dropped;

(ii) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;

(iii) The application for approval on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the condominium. By way of example, but not limitation, an owner allowing a tenant to take possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with applicable restrictions;

(iv) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this condominium as a tenant, unit owner or occupant of a unit, or in other situations;

(v) The person seeking approval failed to provide the information, fees or insurance required to process the application in a timely manner;

(vi) The unit owner requesting the transfer has had fines assessed against him or her which have not been paid; or

(vii) All assessments and other charges against the unit have not been paid in full.

If a unit owner has leased his unit to a tenant and the owner fails to make timely payments for common expenses, the Association shall have the right to collect all assessments due and owing together with accrued interest, costs, other related charges and attorney's fees directly from the Unit Owner's tenant up to the amount of any rent due from time to time. This provision is enforceable against either the tenant or the Unit Owner, and the Association's demand for payment upon a tenant shall remain in force until resolved in writing.

3. Screening Fee

All applicants for purchase, or other transfer, or lease shall submit an application for approval to the Board of Directors. Together with the presentation of the fully completed application package, and any other documentation which may be required by the Board of Directors, the applicant shall pay to the Association a transfer fee in the amount of One Hundred (\$100.00) Dollars per applicant, other than husband/wife which are considered one applicant, or such other amount as provided in the Condominium Act, as amended from time to time. Approval shall not be given unless the transfer fee has been paid. No fee shall be due if the application for lease is a renewal or new lease with the same lessee.

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The Association shall require that a unit owner or prospective lessee place a security deposit in the highest amount permitted by law or some lesser amount as the Board may determine from time to time, by a duly adopted Rule, into an escrow account maintained by the Association. The initial amount of the deposit is Five Hundred (\$500.00) Dollars. The security deposit shall protect against damages to Association property, and shall not be deemed to be a limitation on the liability of the owner and/or the lessee. Payment of interest, claims against the deposit, refunds, and disputes under this provision shall be handled in the same fashion as provided in part (f) of Chapter 83 of the Florida Landlord & Tenant Statute, as same may be amended or renumbered from time to time. Unless prohibited by law, the deposit will be forfeited at the discretion of the Board of Directors in the event of any violation of the provisions of the condominium documents or the rules and regulations by the lessee or guest, or any of his (or their) family members, agents, invitees or licensees

1. Unapproved Occupancy

No one except a previously approved tenant shall be allowed to occupy a unit, either as a guest or otherwise, while any application for transfer of ownership or lease is pending before the Board of Directors. Anyone so occupying a unit contrary to this provision shall be deemed to have withdrawn their application for either sale, transfer or lease.

2. Exceptions

The provisions of this Section 13 shall not apply to institutional First Mortgages in connection with their sale, lease or other transfer to units which they have acquired as a result of foreclosure of a first mortgage or deed in lieu thereof.

2. Amendment to Article XII of the By-Laws under the heading "Fines", Paragraph (a) as follows:

"(a) The Board of Directors shall appoint a Covenants Enforcement Committee which shall be charged with determining whether there is probable cause that any of the provisions of the Declaration of Condominium, the Articles of Incorporation, these By-Laws, and the rules and regulations of the Association, are being or have been violated. In the event that the Covenants Enforcement Committee determines an instance of such probable cause, it shall report same to the Board of Directors. The Board of Directors shall thereupon provide written notice to the person alleged to be in violation, and the owner of the unit which that person occupies if that person is not the owner, of the specific nature of the alleged violation and of the opportunity for a joint hearing before the Board of Directors and Covenants Enforcement Committee upon a request made within five (5) days of the sending of the notice. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed Twenty-Five (\$25.00) Dollars the maximum amount as allowed by law from time to time for each offense. The notice shall further specify, and it is hereby provided, that in lieu of requesting a hearing, the alleged violator or unit owner may respond to the notice, within five (5) days of its sending, acknowledging in writing that the violation occurred as alleged and promising that it will henceforth occur and will not recur, and that such acknowledgment and promise, and performance in accordance therewith, shall terminate further enforcement activity of the Association with regard to the violation. Further, the amount of the fine for a single violation shall be up to such maximum amount as the law may allow from time to time."

APPROVED AND FORWARDED:

 HARRY RUVIN
 CHAIRMAN/COURT

**Amendment to Declaration and ByLaws of Condominium:Filed 4/4/2003
(Adopted 3/11/2003)**

Summary:

Declaration Article 18 Section (a):

Reduce association's obligation to insure condominium property from full replacement to 80%

ByLaw Article VIII Section C

All pets not registered as of May 24, 2000 are excluded and not permitted. No animals allowed on premises even of visitors, guests, family or friends.

21149P60117

EXHIBIT "A"

AMENDMENTS
TO THE DECLARATION OF CONDOMINIUM
OF
WINSTON TOWERS 100, A CONDOMINIUM
AND
BY-LAWS
OF
WINSTON TOWERS 100 ASSOCIATION, INC.

(Additions shown by underlining; deletions shown by "—")

1. Amendment to Article 18, Section (a) of the Declaration of Condominium to reduce the obligation to insure the Condominium property from full replacement cost to eighty percent (80%) of full replacement cost as follows:

18. INSURANCE:

Liability Insurance: The Board of Directors of the Association shall obtain public liability insurance covering all of the Common Elements and garage of the Condominium, and boiler insurance and elevator insurance, insuring the Association and the Unit Owners as it and their interests appear in such amounts as the Board of Directors may determine from time to time, provided that the minimum amount of coverage shall be \$300,000.00 - \$500,000.00. Premiums for the payment of such insurance shall be chargeable as a Common Expense to be assessed against and paid by each of the Unit Owners in the proportions set forth and provided for in Exhibit E. Each individual Unit Owner shall be responsible for obtaining and paying for liability insurance and his own insurance on the contents of his own Unit including his additions and improvements and decorations and furnishings and personal property therein, and for his personal property stored elsewhere on the Property.

Casualty Insurance:

a) **Purchase of Insurance.** The Association shall at all times obtain and maintain fire, windstorm and extended coverage insurance in its broadest terms, and vandalism and malicious mischief insurance, and boiler and elevator insurance, and insurance against war damage and bombardment, and damage by civil insurrection, to the extent that such insurance may be obtained insuring all of the buildings and improvements within the Condominium Property for eighty percent (80%) of the full replacement cost, excluding foundation and excavation costs, and the valuation for said replacement costs shall be without deduction or depreciation; and all personal property included in the Common Elements shall be insured for its value, together with workmen's compensation insurance and such other insurance as the Association deems necessary. All of said insurance shall be carried in a company having a Triple-A-Best rating or better. The premiums for such coverage and other expenses in connection with said insurance shall be assessed against the Unit Owners as part of the Common Expenses. The Association shall annually make a

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survey and thereby determine replacement costs for all of the then existing improvements for the ensuing year.

2. Amendment to Article VIII, Section C, of the By-Laws to incorporate into the By-Laws the prohibition against pets as follows:

All pets, not registered as of ~~May 24, 2000 the effective date of this amendment~~ shall be excluded from and not permitted upon the premises. The Board of Directors of the Association shall be authorized and empowered to take such action and to proceed as may be required to remove such pets as are found upon the premises, and the costs of the Association incident to such action, including its reasonable attorneys' fees, shall be assessed against the violating unit owner. Such costs and fees may likewise be charged to and be assessed against the unit owner in the same manner and with the same effect as stated herein above, if the offending person who has placed or is responsible for placing the pet in the premises is a member of the unit owner's family, his guests, his lessee, or a member of his lessee's family or guests. Unit owners who have properly registered pets on the premises as of ~~May 24, 2000 the effective date of this amendment~~ may not replace said pets upon death or other removal from the premises. ~~No animal shall be allowed on the Condominium property, other than those pets permitted herein, for any length of time whatsoever, including animals of visitors, guests, family or friends.~~

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RECORDED IN OFFICIAL RECORDS BOOK
OF DALLAS COUNTY, FLORIDA
RECORD NUMBER
HARVEY BLAIN
CLERK CIRCUIT COURT

**Amendment to Declaration of Condominium: Filed 4/13/2004
(Adopted 3/10/2004)**

Summary:

Declaration Article 18 Section (a):

Limits association's obligation to insure portions of units to no more than that required by the Condominium Act.

**Amendment to Declaration of Condominium: Filed 4/13/2004
(Adopted 3/10/2004)**

Summary:

Declaration Article 18 Section (a):

Limits association's obligation to insure portions of units to no more than that required by the Condominium Act.

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This instrument was prepared by:
DAVID H. ROGEL, ESQUIRE
BECKER & POLIAKOFF, P.A.
5201 Blue Lagoon Drive, Suite 100
Miami, Florida 33126

CFN 2004R0258894
DR Bk 22209 Pgs 4044 - 4045! (2pgs)
RECORDED 04/13/2004 15:08:22
HARVEY RIVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
OF
WINSTON TOWERS 100, A CONDOMINIUM**

WHEREAS, the Declaration of Condominium for Winston Towers 100, a condominium, was duly recorded in Official Records Book 7068 at Page 843 of the Public Records of Miami-Dade County, Florida; and

WHEREAS, Winston Towers 100 Association, Inc. (hereinafter "the Association") is the entity responsible for the operation of the aforementioned condominium; and

WHEREAS, at a duly called and convened Annual Meeting of the membership of the Association held on February 26, 2004, the amendment to the Declaration of Condominium as set out in Exhibit "A" attached hereto and incorporated herein were duly approved by the membership.

NOW, THEREFORE, the undersigned hereby certifies that the amendment to the Declaration of Condominium as set out in Exhibit "A" attached hereto and incorporated herein is a true copy of the amendment as approved by the requisite percentage of the membership of the Association.

WITNESS my signatures hereto this 10 day of March 2004 at Miami-Dade County, Florida.

WINSTON TOWERS 100 ASSOCIATION,
INC.

Sign: Cecile Sippin
Print Name:

BY: Cecile Sippin, Pres
Cecile Sippin, President

Sign: Phillip Chernoff
Print Name:

ATTEST: Phillip B. Chernoff, Sec.
Phillip Chernoff, Secretary

STATE OF FLORIDA
COUNTY OF MIAMI-DADE



Notary Public
My Commission 00227468
Expires June 28 2007

The foregoing instrument was acknowledged before me this 10 day of March, 2004 by Cecile Sippin, as President, and Phillip Chernoff, as Secretary, of Winston Towers 100 Association, Inc. a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification and who did/did not take an oath.

James M. [Signature]
Notary Public, State of Florida at Large

Print Name:
My Commission Expires:



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EXHIBIT "A"
AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
OF
WINSTON TOWERS 100, A CONDOMINIUM

(Additions shown by underlining; deletions shown by "—")

Amendment to Article 18, Section (a) of the Declaration of Condominium to limit the Association's obligation to insure portions of the unit to no more than that required by the Condominium Act, as follows:

18. INSURANCE:

Liability Insurance: The Board of Directors of the Association shall obtain public liability insurance covering all of the Common Elements and garage of the Condominium, and boiler insurance and elevator insurance, insuring the Association and the Unit Owners as it and their interests appear in such amounts as the Board of Directors may determine from time to time, provided that the minimum amount of coverage shall be \$300,000.00 - \$500,000.00. Premiums for the payment of such insurance shall be chargeable as a Common Expense to be assessed against and paid by each of the Unit Owners in the proportions set forth and provided for in Exhibit E. Each individual Unit Owner shall be responsible for obtaining and paying for liability insurance and his own insurance on the contents of his own Unit including his additions and improvements and decorations and furnishings and personal property therein, and for his personal property stored elsewhere on the Property.

Casualty Insurance:

- a) **Purchase of Insurance.** The Association shall at all times obtain and maintain fire, windstorm and extended coverage insurance in its broadest terms, and vandalism and malicious mischief insurance, and boiler and elevator insurance, and insurance against war damage and bombardment, and damage by civil insurrection, to the extent that such insurance may be obtained insuring all of the buildings and improvements within the Condominium Property for eighty percent (80%) of the full replacement cost, excluding foundation and excavation costs, and the valuation for said replacement costs shall be without deduction or depreciation; and all personal property included in the Common Elements shall be insured for its value, together with workmen's compensation insurance and such other insurance as the Association deems necessary.

All of said insurance shall be carried in a company having a Triple-A-Best rating or better. The premiums for such coverage and other expenses in connection with said insurance shall be assessed against the Unit Owners as part of the Common Expenses. The Association shall annually make a survey and thereby determine replacement costs for all of the then existing improvements for the ensuing year. The Association's responsibility for coverage shall be no greater than that required by Section 718.111(1), Florida Statutes, as same may be amended and renumbered from time to time.

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