

**CONDOMINIUM DOCUMENTS FOR
THE HORIZONS WEST CONDOMINIUM NO. 6**

20455PG2109

AMENDMENT TO BY-LAWS
OF

THE HORIZONS WEST PROPERTY OWNERS ASSOCIATION, INC.

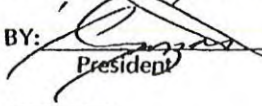
The undersigned, being respectfully the President and Secretary of The Horizons West Property Owners Association, Inc. located in Miami-Dade County, the By-Laws having been recorded in Official Records Book 10981 Page 1420 of the Public Records of Miami-Dade County, Florida, do hereby certify that at a duly noticed meeting of the Board of Directors of The Horizons West Property Owners Association, Inc. held on MAY 30TH, 2002, 2002, no less than a majority of the Members of the Board of Directors present at the meeting approved the following amendment to the By-Laws of The Horizons West Property Owners Association, Inc. in accordance with the provisions of Article XI of its By-Laws and any amendments thereto. (New Language is indicated by underscored type, and old language is indicated by lined type.)

1. Article V, Section 6 of the By-Laws is hereby amended to read as follows:

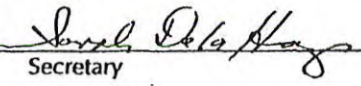
6. To be eligible to be a member of the Board of Directors, a person shall not be delinquent in the payment of any assessment to either the Association(s) where his/her unit(s) is located within Horizons West or to The Horizons West Property Owners Association, Inc.

IN WITNESS WHEREOF, The Horizons West Property Owners Association, Inc., a Florida corporation not-for-profit, has caused these presents to be executed in its name by its President and its corporate seal affixed hereto, this 3rd day of JUNE, 2002.

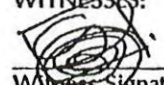
[CORPORATE SEAL]

THE HORIZONS WEST PROPERTY
OWNERS ASSOCIATION, INC.BY: 
President

ATTESTED:

BY: 
Secretary

WITNESSES:


Witness SignatureCarlos Saborio.
Witness Name Printed
Witness SignatureMATILDE LAO
Witness Name Printed

This Instrument Prepared By:
GARY MARS, ESQUIRE
HYMAN, KAPLAN, GANGUZZA, SPECTOR & MARS, P.A.
150 West Flagler Street
Suite 2701
Miami, FL 33130

02R360945 2002 JUN 11 13:48

1052

20455PG2110

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State of Florida, County of Miami-Dade, to take acknowledgments, personally appeared LAURA GONZALEZ TRANKS President of the corporation named in the foregoing amendment, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said Corporation and that the seal affixed is the true and corporate seal of said Corporation.

WITNESS my hand and official seal in the County and State last aforesaid on this 3RD day of JUNE, 2002.

OFFICIAL NOTARY SEAL
OSVALDO V MEDINA
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC943268
MY COMMISSION EXP. JUNE 6, 2004

Osvaldo V. Medina
NOTARY PUBLIC, State of Florida at Large
My Commission Exp.:

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN
CLERK CIRCUIT COURT

THIS INSTRUMENT PREPARED BY:

PATRICIA KIMBALL FLETCHER, ESQ.
SHAPO, FREEDMAN & FLETCHER, P.A.
4750 First Union Financial Center
200 South Biscayne Boulevard
Miami, Florida 33131

OFF.
REC. 17593PF2929

97R152674 1997 APR 29 00:20

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR
THE HORIZONS WEST CONDOMINIUM NO. 6

THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR THE HORIZONS WEST CONDOMINIUM NO. 6 (this "First Amendment") is made by THE HORIZONS WEST CONDOMINIUM NO. 6 ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association") and joined in by LEISURE COLONY MANAGEMENT CORP., a Florida corporation ("Successor Developer"), having an address at 700 N.W. 107th Avenue, Miami, Florida 33172.

R E C I T A L S

A. Lennar Homes, Inc., a Florida corporation, formerly known as F & R Builders, Inc., as Developer recorded that certain Declaration of Condominium for The Horizons West Condominium No. 6 recorded in Official Records Book 11337 at Page 1273 of the Public Records of Dade County, Florida (the "Original Declaration"). The Original Declaration included as exhibits and incorporated the Articles of Incorporation and the By-Laws of the Association.

B. An Annual and Special meeting of the members of Association was held on February 13, 1997 and over seventy-five percent (75%) of the members owning units to which not less than seventy-five (75%) of the Common Elements are appurtenant approved the changes to the Original Declaration contained in this First Amendment.

C. This First Amendment is a covenant running with all of the land comprising Horizons West Condominium No. 6 ("Condominium No. 6"), and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this First Amendment;

NOW THEREFORE, Association hereby declares that every portion of Condominium No. 6 is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this First Amendment.
2. Conflicts. In the event that there is a conflict between this First Amendment and the Original Declaration, this First Amendment shall control. Whenever possible, this First Amendment and the Original Declaration shall be construed as a single document. Except as modified hereby, the Original Declaration shall remain in full force and effect.
3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Original Declaration. The term "Declaration" shall hereinafter mean the



Original Declaration and this First Amendment together with all amendments and modifications thereof. The term "Developer" shall hereinafter mean Leisure Colony Management Corp., its successors and/or assigns.

4. Amendments to Declaration.

4.1. Article II of the Declaration is amended to correct the address of the condominium as the address referenced therein is a scrivener's error. Therefore, Article II is hereby amended as follows:

II. Name and Address.

The name by which the condominium is to be identified is THE HORIZONS WEST CONDOMINIUM NO. 6, sometimes herein called the "Condominium". The street address is 8540 S.W. 133 Avenue Road, Miami, Florida 33183.

4.2. The Declaration is amended to clarify that there is only one residential building comprising the Condominium. Each reference to residential buildings is a scrivener's error. By way of example, the heading of paragraph A of Article IV of the Declaration is hereby amended as follows:

A. Residential Buildings Building

By way of further example, the first sentence of such paragraph A is amended as follows:

The improvements include One Four (4) story interconnected residential buildings building containing a varied number of units each Unit bearing a separate numerical identification.

4.3. Article XII of the Declaration is amended to add the following new provision:

E. Notwithstanding any provision to the contrary contained herein and except as prohibited by the Condominium Act, Developer shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of, or notice to, any person or entity whatsoever.

4.4. Article XVI, Section E of the Declaration is amended as follows:

E. Leasing.

After approval by the Association, as elsewhere herein required, entire Units, but not less than entire Units, may be leased; ~~provided, that no Unit shall be leased for more than one term, or to more than one lessee, in any calendar year, nor shall provided, that~~ the term of any lease shall not be for less than thirty (30) days; and further provided, that occupancy is only by the lessee and his family, servants and guests.

4.5. Article XVI, Section G of the Declaration is amended as follows:

G. Regulations.

Reasonable regulations concerning use of the Condominium Property may be made and amended from time to time by the Board ~~provided, however, that all such regulations and amendments thereto shall be approved by not less than a majority of the members of the Association before the same shall become effective, without the joinder or consent of the members or any other party.~~

5. Amendment to Articles of Incorporation. The Articles of Incorporation are attached to the Original Declaration as Exhibit 5. Article XV is amended to add the following sentence to the end of such provision:

Notwithstanding any provision to the contrary contained herein and except as prohibited by the Condominium Act, Developer shall have the right to amend these Articles of Incorporation as it deems appropriate, without the joinder or consent of, or notice to, any person or entity whatsoever.

A certified copy of such amendment is attached hereto as Exhibit A.

6. Amendments to By-Laws. The By-Laws are attached to the Original Declaration as Exhibit 6.

6.1. Article III, Section A of the Association By-Laws is amended as follows:

A. The annual meeting of the Members (the "Annual Members Meeting" shall be held, at the office of the Association or such other place in Dade County, Florida, as may be specified in the notice of the meeting at 7:00 p.m. on the second Tuesday in May of each year for purposes of electing Directors and of transacting any other business authorized to be transacted by the Members. If such date shall be a legal holiday the annual meeting date shall be the next succeeding regular business day at least once each calendar year on a date, at a time, and at a place to be determined by the Board.

6.2. Article IX of the By-laws is amended to add the following new provision:

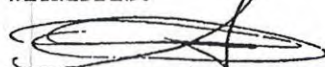
F. Notwithstanding any provision to the contrary contained herein and except as prohibited by the Condominium Act, Developer shall have the right to amend these By-Laws as it deems appropriate, without the joinder or consent of, or notice to, any person or entity whatsoever.

6.3. The first sentence of Article VII, Section C of the Association By-Laws is amended as follows:

C. A copy of the proposed annual budgets budget of the Association shall be mailed to the Unit owners not less than thirty (30) fourteen (14) days prior to the meeting of the Board at which the budget will considered, together with a notice of the time and place of that meeting.

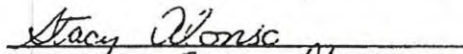
IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 18th day of March, 1997.

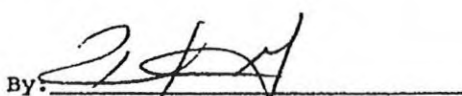
WITNESSES:



Print Name: ANNA MARIA ADAMS

THE HORIZONS WEST
CONDOMINIUM NO. 6
ASSOCIATION, INC., a
Florida not-for-profit
corporation


Print Name: Stacy Alonso

By: 
Name: RON GUERRA
Title: President

{SEAL}

OFF.
REC. 1759372934

ARTICLES OF AMENDMENT
to
ARTICLES OF INCORPORATION
of

THE HORIZONS WEST CONDOMINIUM NO. 6 ASSOCIATION, INC.
(A CORPORATION NOT FOR PROFIT)

FILED
97 MAR 28 PM 12:28
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 617.1006, Florida Statutes, the undersigned corporation adopts the following articles of amendment to its articles of incorporation.

FIRST: Amendment adopted:

The Articles of Incorporation of The Horizons West Condominium No. 6 Association, Inc. filed with the Florida Secretary of State on January 25, 1982 are hereby amended as follows:

Article XV of the Articles of Incorporation shall be amended to add the following sentence to the end of such provision:

Notwithstanding any provision to the contrary contained herein and except as prohibited by the Condominium Act, Developer shall have the right to amend these Articles of Incorporation as it deems appropriate, without the joinder or consent of, or notice to, any person or entity whatsoever.

SECOND: The date of adoption of the amendment was February 13, 1997.

THIRD: The Amendment to the Articles of Incorporation was approved by Members holding more than two thirds (2/3) of the total number of votes in the Association. The number of votes cast for amendment was sufficient for approval.

Dated: March 18, 1997.

The undersigned being a member of the Board of Directors of The Horizons West Condominium No. 6 Association, Inc., and the President thereof.



RON GUERRA
DIRECTOR AND PRESIDENT OF THE
HORIZONS WEST CONDOMINIUM NO. 6
ASSOCIATION, INC.

EXHIBIT A.

OFF.
REC. 17593 12935

JOINDER
BY
SUCCESSOR DEVELOPER

The undersigned does hereby join in this First Amendment and the terms thereof are and shall be binding upon the undersigned and its successors in title as the Successor Developer as evidenced by that certain Assignment of Developer Rights recorded in Official Records Book 17076 at Page 3813, of the Public Records of Dade County, Florida.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 27 day of March, 1997.

WITNESSES:

LEISURE COLONY MANAGEMENT
CORP., a Florida corporation

Print Name: Honika Torres

Print Name: Angela C. Ruiz

By: M. E. Salda

Name: M.E. SALEDA
Title: Vice President

{SEAL}

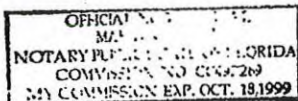
STATE OF FLORIDA)

COUNTY OF DADE)

SS.:

The foregoing instrument was acknowledged before me this 27th day of March, 1997 by M.E. SALEDA as Vice President of LEISURE COLONY MANAGEMENT CORP., a Florida corporation, who is personally known to me or who produced VIA as identification, on behalf of the corporation.

My commission expires:



Maria Laurell
NOTARY PUBLIC, State of Florida
at Large

Print name: MARIA LAURELL

7054.012 031297 (11:01)
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RECORDED - MAR 24 1997
OF DADE COUNTY, FLORIDA
RECORDS DEPT.
HARVEY RUVIN
CLERK

20455PG2109

AMENDMENT TO BY-LAWS
OF

THE HORIZONS WEST PROPERTY OWNERS ASSOCIATION, INC.

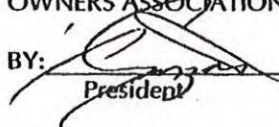
The undersigned, being respectfully the President and Secretary of The Horizons West Property Owners Association, Inc. located in Miami-Dade County, the By-Laws having been recorded in Official Records Book 10981 Page 1420 of the Public Records of Miami-Dade County, Florida, do hereby certify that at a duly noticed meeting of the Board of Directors of The Horizons West Property Owners Association, Inc. held on MAY 30TH, 2002, 2002, no less than a majority of the Members of the Board of Directors present at the meeting approved the following amendment to the By-Laws of The Horizons West Property Owners Association, Inc. in accordance with the provisions of Article XI of its By-Laws and any amendments thereto. (New Language is indicated by underscored type, and old language is indicated by lined type.)

1. Article V, Section 6 of the By-Laws is hereby amended to read as follows:

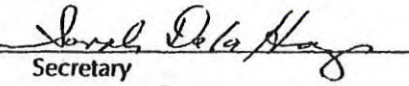
6. To be eligible to be a member of the Board of Directors, a person shall not be delinquent in the payment of any assessment to either the Association(s) where his/her unit(s) is located within Horizons West or to The Horizons West Property Owners Association, Inc.

IN WITNESS WHEREOF, The Horizons West Property Owners Association, Inc., a Florida corporation not-for-profit, has caused these presents to be executed in its name by its President and its corporate seal affixed hereto, this 3RD day of JUNE, 2002.

[CORPORATE SEAL]

THE HORIZONS WEST PROPERTY
OWNERS ASSOCIATION, INC.BY: 
President

ATTESTED:

BY: 
Secretary

WITNESSES:


Witness SignatureCarlos Saborio.
Witness Name Printed
Witness SignatureMATILDE LAO
Witness Name Printed

This Instrument Prepared By:
GARY MARS, ESQUIRE
HYMAN, KAPLAN, GANGUZZA, SPECTOR & MARS, P.A.
150 West Flagler Street
Suite 2701
Miami, FL 33130

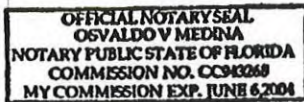
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STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State of Florida, County of Miami-Dade, to take acknowledgments, personally appeared LAURA GONZALEZ TRINIS President of the corporation named in the foregoing amendment, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said Corporation and that the seal affixed is the true and corporate seal of said Corporation.

WITNESS my hand and official seal in the County and State last aforesaid on this 3RD day of JUNE, 2002.



Osvaldo V. Medina
NOTARY PUBLIC, State of Florida at Large
My Commission Exp.:

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN
CLERK CIRCUIT COURT

82R 21249

1982 JAN 28 PM 1:45

OFF REC 11337 PG 1273

DECLARATION OF CONDOMINIUM

FOR

THE HORIZONS WEST CONDOMINIUM NO. 6

MADE, January 27th, 1982, by F & R BUILDERS, INC., a Florida corporation (the "Developer"), the owner of fee simple title to the land described herein, and in and by which Developer makes the following declarations:

I. SUBMISSION TO CONDOMINIUM OWNERSHIP.

Developer hereby submits to the condominium form of ownership and use the land described in Article III hereof, the improvements now and hereafter situated thereon, and the easements and rights appurtenant thereto (the "Condominium Property"), pursuant to Chapter 718, Florida Statutes, 1977, as amended to the date hereof (the "Condominium Act"). Except as terms are expressly defined herein, the terms used herein shall have the meaning given them in the Condominium Act.

II. NAME AND ADDRESS.

The name by which this condominium is to be identified is THE HORIZONS WEST CONDOMINIUM NO. 6 sometimes herein called the "Condominium". The street address is 8600 S.W. 133rd Avenue Road, Miami, Florida.

III. THE LAND.

The land submitted to Condominium (the "Land") is situated in Dade County, Florida, and is described in Exhibit "1" annexed hereto as a part hereof.

IV. DESCRIPTION OF CONDOMINIUM PROPERTY.

The description of the improvements comprising part of the condominium property, consisting of One Four (4) story interconnected residential apartment buildings containing a total of ninety-six (96) residential units, including an identification of each "Unit" (as defined in the Condominium Act and herein) by letter-number combination, constituting a graphic description of the buildings in which units are located, is annexed hereto and made a part hereof, as Exhibit 2. Exhibit 2 contains a survey of the land, a Plot Plan of the site of the improvements thereon and a Graphic Description of the improvements identifying the units, the Common Elements and the Limited Common Elements, in sufficient detail to reflect their respective locations and dimensions and prepared and certified by a registered land surveyor in the manner required by the Condominium Act. The improvements are further described as:

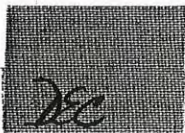
A. Residential Buildings.

The improvements include One Four (4) story interconnected residential buildings containing a varied number of units each Unit bearing a separate numerical identification. Each building contains Units, Common Elements and Limited Common Elements, as those terms are herein defined.

THIS INSTRUMENT PREPARED BY:

Harvin J. Welsby, Esq.
8804 North Kendall Drive
Miami, Florida 33176

25300



B. Other Improvements.

In addition to the residential buildings situated thereon, the Condominium Property also includes improvements, other than residential buildings, consisting of the outside walks, landscaping in the interior courtyards, and all other underground structures and improvements which are not part of or located within residential buildings, such as wires, cables, drains, pipes, ducts, conduits, valves and fittings.

V. DEFINITION OF UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

The Condominium will consist of "Units", "Common Elements" and "Limited Common Elements", as those terms are herein defined.

I. Units

The term "Units", as used herein, shall mean and comprise the ninety-six (96) separate dwellings in the Condominium which are located and individually described in Exhibit "2" hereto, each unit shall include the enclosed apartment living areas depicted on Exhibit 2. The horizontal boundaries thereof shall be the vertical plane or planes formed by the unfinished or undecorated perimeter interior wall surfaces thereof. The lower vertical boundary shall be the horizontal plane formed by the undecorated or unfinished interior floor surface of the unit and the upper vertical boundary shall be the horizontal plane formed by the undecorated or unfinished interior ceiling surface of the Unit, provided however, all heating, cooling, plumbing apparatus, utility installations and bearing columns or supports within a Unit serving more than one unit shall be part of the common elements. Doors, glass screens and other material covering openings in vertical exterior walls shall be part of the Common Elements.

B. Common Elements.

The term "Common Elements", as used herein, shall mean and comprise all of the real property of the Condominium except Units including as a part of the Common Elements, without limitation: (1) easements through Units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of utility services, heating and cooling and/or ventilation to Units and Common Elements; and (2) easements of support in every portion of a Unit which contributes to the support of other Units and/or Common Elements; and (3) installations for the furnishing of utility services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing the installation; and (4) the property and installations in connection therewith required for the furnishing of services to more than one Unit or to the Common Elements; and (5) fixtures owned or held for the common use, benefit and enjoyment of all owners of Units in the Condominium.

C. Limited Common Elements.

"Limited Common Elements", as the term is used herein, shall mean and comprise the Common Elements which are

reserved herein, or all in it, shall be for the use of a certain Unit or Units, as indicated thereto; to the exclusion of other Units, including of the balcony, patio, yard, terrace, storage areas or balconies or patios and front entry alcoves, if they exist, butting each Unit as depicted in Exhibit "A". Since there are no parking spaces which will be cured by a Unit Owner either as a limited common Element or which is a Common Element of this Condominium, The Horizons West Property Owners Association, Inc., the ultimate owner of the title to all driveway and parking areas (including assigned and unassigned spaces) shall assign to each Unit the (1) parking space which space, so long as assigned to that Unit, shall be for the exclusive use, enjoyment and benefit of the Unit. Parking spaces so assigned may not be transferred except with a transfer of title to the Unit or reassignment to another Unit of The Horizons West Property Owners Association, Inc.

VI. PLAN OF DEVELOPMENT.

The Condominium Property of The Horizons West Condominium No. 6 is a portion of an overall piece of real property owned by Developer and described on Exhibit 3 hereto, all of which land, including the subject condominium property, being hereinafter identified as the "Project". A portion of the project, other than the land submitted to condominium herewith, contains existing improvements which Developer has submitted to condominium ownership as The Horizons West Condominium No. 1 containing 96 units, The Horizons West Condominium No. 2, containing 96 units, The Horizons West Condominium No. 3, containing 96 units, The Horizons West Condominium No. 4, containing 96 units and The Horizons West Condominium No. 5, containing 96 units. The separate areas comprising these condominiums are described in Exhibit 3 attached hereto as Subexhibits 3-A, 3-B, 3-C, 3-D and 3-E. A portion of the Project, other than the land submitted to condominium herewith contains land which is presently unimproved and which Developer may subsequently develop with improvements suitable for residential use containing residential units. Such undeveloped areas, when and if developed, may or may not be architecturally similar to the improvements within the subject condominium and may or may not be submitted to condominium ownership. The remaining portions of the Project, other than the subject condominium property if submitted to condominium ownership by Developer, may be submitted to condominium ownership by separate declaration of condominium therefor in up to four (4) additional condominiums each of which condominium will be a separate condominium and not a part of the subject condominium. The separate areas comprising these proposed condominiums are described in Exhibit 3 hereto and Subexhibits 3-F, 3-G, 3-H and 3-I. Developer shall not be obligated, if it does submit any of such property to condominium ownership, to declare such condominium on exactly the lands described in Exhibit 3 hereto or the portions thereof, and may combine portions of such area into condominium and may alter the boundaries thereof. The sole purpose in delineating such parcels hereby is to reflect Developer's current plans.

Another portion of the project described on Exhibit 3 hereto (hereinafter called the "Recreation Parcel" or "Recreation Parcels") will contain improvements to be constructed which will include containing a recreation building and main unheated swimming pool, three (3) separate bathtubs with adjoining unheated swimming pool, 4 tennis courts, and 6 hand-ball courts which it is intended will benefit and serve all residential improvements of whatever nature presently or hereafter constructed within the Project, including the subject Condominium Property. All owners of residential Units within the Project, whether such Units are submitted to condominium ownership, or otherwise owned in fee simple, and their tenants, shall have the benefit of and the right to use, on a non-exclusive basis, with all other owners or tenants of units within the Project, all facilities presently or hereafter constructed within the recreation parcels as well as all green/open areas. Developer presently holds title to the recreation parcels as well as all green/open areas; however, Developer agrees that prior to, or at the time,

it conveys title to Ninety Percent (90%) of the units in the Project, or two years from date of filing the Declaration of Covenants and Restrictions, whichever date shall first occur, it will convey title to the recreation parcels and all green/open areas to Horizons West Property Owners Association, Inc., a Florida corporation not for profit (the "Property Owners Association"), the purpose of which Corporation is and will be, inter alia, to own, manage and maintain the Recreation Parcels.

The maximum number of residential Units which may be constructed within the Project and which may ultimately be entitled to utilize and required to contribute to the cost of Units within the Recreation Parcels is 960 Units, including the Units within the subject condominium. The minimum number of units which may utilize and share in the cost of maintaining the Recreation Parcels is the number of Units within the subject Condominium (to wit: 96) as well as those Units presently existing on other areas within the Project, (to wit: 0) for a total of 96.

There are presently constructed and may hereafter be constructed within the Project certain paved vehicular driving surfaces and paved vehicular parking spaces which are intended and designed to provide ingress and egress to and sufficient parking space for all residential buildings and residential units within the Project, including the subject Condominium. Said driving surfaces and parking spaces, which are not assigned, as now or hereafter from time to time exist within the subject Condominium may also be utilized by owners or tenants of units within other residential buildings presently or hereafter constructed in areas of the Project other than the subject Condominium, and owners of units within the subject Condominium may utilize such driving surfaces and parking spaces, which are not assigned, as now or hereafter from time to time exist within other portions of the Project not included in the subject Condominium. The vehicular parking spaces in the subject Condominium are shown on Exhibit 2 and those spaces used solely by the owners of those Units and their tenants; and the owners of Units within the subject Condominium shall not have the right to use the assigned parking spaces as now or hereafter from time to time exist within other portions of the Project not included in the subject Condominium. All such owners shall share in the cost of maintaining and repairing all such parking surfaces and driving surfaces. The basis on which such owners and tenants may use and shall share in the cost of maintaining such driving surfaces and parking surfaces is set forth in a Declaration of Restrictions for The Horizons West executed and submitted by Developer by instrument dated January 8, 1981 and recorded January 9, 1981, under Clerk's File No. 8186578 in Official Records Book 10981, at Page 1384, Dade County Public Records. Each Phase whether now or hereafter constructed shall bear the proportional share of such cost of maintenance and upkeep, based upon a fraction, the numerator of which is the number of units to be built upon the phase and the denominator of which will be the number of units eventually constructed within the Project; to-wit: 960.

All owners of all units, whether or not submitted to condominium ownership, now constructed or hereafter constructed within the Project, shall contribute to the cost of maintaining the recreation parcel and the foregoing driving surfaces and parking surfaces, on a proportional basis. Each unit shall bear the proportional share of the costs and expenses of maintenance and upkeep of the recreational parcel which shall be computed by multiplying each owner's percentage of expenses as herein provided, by a fractional part of said costs and expenses in connection with said recreation parcel. Said fraction shall be arrived at by using the number of units in this condominium (i.e., 96) as the numerator and initially the future of 960 as the denominator. The denominator represents the total number of units to be built in The Horizons West Condominium No. 1 (96 units), The Horizons West Condominium No. 2 (96 units), The Horizons West Condominium No. 3 (96 units), The Horizons West Condominium No. 4 (96 units), The Horizons West Condominium No. 5 (96 units), The Horizons West Condominium No. 6 (96 units), The Horizons West Condominium No. 7 (96 units), The Horizons West Condominium No. 8 (96 units), The Horizons West Condominium No. 9 (96 units), and The Horizons West Condominium No. 10 (96 units). The Developer, at its sole option and discretion reserves the right to decrease the total number of units

to be constructed in the The Horizons West Project. If Developer subsequently elects not to construct additional residential buildings on the undeveloped portion of the Project or if, having constructed any such residential buildings, Developer elects not to avail itself of the right to allow those units to utilize the Recreation Parcel or the parking and driving surfaces not encompassed by the site of such residential buildings, Developer shall file a statement to that effect in the Public Records of Dade County, Florida, whereupon those units will henceforth have no right to utilize the Recreation Parcel or the driving surfaces and parking spaces within areas other than the areas encompassed by the site plan for such residential buildings and such units shall henceforth not be liable for payment of any share of such areas. At such point, the units within the subject Condominium will pay a proportionate share for the cost of maintaining such parking and driving surfaces as they shall have the right to use and the full cost of maintaining the Recreation Parcel, based upon a fraction, (the numerator of which is the number of units to be built upon the phase and the denominator of which is the number of units then utilizing and having the right to utilize the Recreation Parcel and such driving surfaces and road surfaces). If Developer does add additional buildings on the undeveloped portion of the Project, then the formula for sharing shall be altered so that the denominator of the fraction is the number of total units in the Project which utilize such facilities in common.

Until such time as Developer conveys title to the Recreation Parcels, the common driveway and parking areas, and the green/open areas to The Horizons West Property Owners Association, Inc., Developer shall maintain the Recreation Parcels, the common driveway and the parking areas, and the green/open areas and shall collect from each owner of each unit, or from the designated Condominium Association for any units within a Condominium, the proportionate share of such Units' contribution to such maintenance. All owners of Units within the subject Condominium and all owners of units within the Project which are entitled to utilize the Recreation Parcels, the common driveway and parking areas, and the green/open areas shall be members of The Horizons West Property Owners Association, Inc., and shall have such voting rights and membership interests therein as are provided in the Articles of Incorporation and By-Laws therefor.

VII. APPURTENANCES TO UNITS.

There shall be appurtenant, and pass with title to each Unit the rights, shares, and interests provided by the Condominium Act which shall be deemed to include, without limitation, the following:

A. An undivided share in the Common Elements and in the "Common Surplus" (as that term is elsewhere herein defined). The undivided share in the Common Elements and the Common Surplus of the Condominium appurtenant to each Unit is that proportion of the total set forth, as a fraction, in the schedule which is annexed hereto and made a part hereof as Exhibit "4", and

B. The right to use exclusively those portions of the Common Elements designated and/or reserved herein and/or granted elsewhere or assigned by the Association to a certain Unit as Limited Common Elements, and

C. An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time (as shown on Exhibit "2" hereto) and as it may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is permanently vacated from time to time, and

D. Non-exclusive easements, to be used and enjoyed in common with the owners of all Units in the Condominium, for use of those Common Elements not designated elsewhere herein as Limited Common Elements, including, without limitation, easements for:

(1) The furnishing and maintenance of public utility services to all parts of the real property of the Condominium over, across, in and through the Land, buildings and other improvements, as the fixtures and equipment therefor now exist and/or may be modified or relocated, and

(2) Vehicular and pedestrian access over, across, upon, in and through the drives, entries, gates, walks, grounds, and other portions, if any, of the Common Elements as are intended and/or provided for pedestrian and vehicular traffic throughout the Condominium; and

(3) Recreational purposes, pedestrian access over, across, upon in and through the drives, entries, gates, walks, grounds and other portions, if any, of the Common Elements as are intended and/or provided for pedestrian traffic to and from the "Recreation Parcels" upon which is situated recreational facilities including two tennis courts, a swimming pool, pool deck, clubhouse and related facilities, fixtures and equipment, and

E. An exclusive easement for the unintentional and non-negligent encroachment by any Unit upon any other Unit or Common Element, or vice versa, for any reason not caused by or resulting from the willful or negligent act of Developer or any Unit owner or owners, including without limitation, encroachments caused by or resulting from the original construction of improvements, which exclusive easement shall exist at all times during the continuance of such encroachment, as an easement appurtenant to the encroaching Unit or other improvement, to the extent of such encroachment, and

F. An exclusive easement for the use of the area of Land and air space occupied by air conditioning compressors, and the equipment and fixtures appurtenant thereto, situated in and/or on Common Elements of the Condominium but exclusively serving and individually owned by the owner of the Unit, as the same exist in and on each building (as shown as Exhibit "2"), which exclusive easement shall be terminated automatically in any air space which is permanently vacated by such air conditioning compressor, and the equipment and fixtures appurtenant thereto; provided, that the removal of the same for repair and/or replacement shall not be construed to be a permanent vacation of the air space which it occupies, and

G. The right to membership in the "Association" (elsewhere herein defined), upon the terms and conditions set forth elsewhere herein.

VIII. COMMON EXPENSES AND COMMON SURPLUS.

The term "Common Expenses", as used herein, shall mean all expenses for which all the owners of Units in the Condominium (except the Association) shall be liable to the Association. The term "Common Surplus", as used herein, shall mean the excess of all receipts of the Association, including,

without limitation, assessments, rents, profits and revenues on account of the Common Elements, over the amount of the Common Expenses. All of the owners of Units shall share the Common Expenses and shall own the Common Surplus in the proportions or percentages set forth in the schedule annexed hereto and made a part hereof as Exhibit "4".

IX. VOTING RIGHTS OF UNIT OWNERS.

The owner or owners of each Unit shall become a member or members of the Association automatically upon and simultaneously with delivery of a deed of conveyance of fee title thereto from Developer or, in a conveyance by a grantee or a remote grantee of Developer, a deed which has been approved by the Association and otherwise complies with the terms and conditions of this Declaration, the Articles of Incorporation and By-Laws of the Association. There shall be appurtenant, and pass with title, to each Unit one (1) vote as a member of the Association, which may be exercised by the owner(s), or the duly constituted proxy of the owner(s), from time to time, of each Unit at all meetings of members and in connection with all matters upon which members of the Association are entitled to vote. The qualification of members of and manner of admission to membership in the Association, the termination of such membership and voting by members shall be as provided for in the Articles of Incorporation and By-Laws of the Association.

X. NAME OF ASSOCIATION.

The entity responsible for the operation of the Condominium shall be THE HORIZONS WEST CONDOMINIUM NO. 6 ASSOCIATION, INC., a Florida corporation not for profit (the "Association"), a copy of the Certificate and Articles of Incorporation of which is annexed hereto and made a part hereof as Exhibit "5". Subject to the rights reserved to Developer herein and in the Condominium Act to administer and manage the Condominium Property initially, the Association shall administer and manage the Condominium Property; provided that, the Association may, to the extent permitted by the Condominium Act, by contract, partially or wholly delegate its maintenance, management and operational duties and obligations to the Property Owners Association in order to achieve economies in maintenance.

XI. BY-LAWS OF ASSOCIATION.

A copy of the By-Laws of the Association is annexed hereto and made a part hereof as Exhibit "6".

XII. AMENDMENT OF DECLARATION.

Except for amendments which Developer is authorized and/or obligated elsewhere herein to make and except as may be elsewhere herein or in the Condominium Act otherwise specifically provided, this Declaration may be amended only in the following manner:

A. Notice.

Notice of the subject matter of any proposed amendment to this Declaration shall be included in the notice

of any meeting at which such proposed amendment is to be considered.

B. Proposal.

Amendments to this Declaration may be proposed by the Board of Directors (the "Board") of the Association by resolution adopted by a majority vote of the Directors present at any regular or special meeting of the Board at which a quorum is present or, in the alternative, by a written instrument signed by a majority of the Board, or by the owners of a majority of the Units, whether by vote of such owners as members of the Association at a special or regular meeting of the members or by written instrument signed by them.

C. Adoption.

Any amendment to this Declaration so proposed by the Board or members of the Association shall be transmitted to the President of the Association, or, in the absence of the President, to a Vice President or other acting chief executive officer, who shall thereupon call a special meeting of the members of the Association to consider and vote upon such proposed amendment; provided, that a proposed amendment may be considered and voted upon at an annual meeting of the members of the Association if the next such meeting is to be held within the time hereafter limited and if notice of the proposed amendment shall be included in the notice of such meeting. The special or annual meeting, as the case may be, of the members shall be held not sooner than thirty (30) days nor later than sixty (60) days from the date of receipt by the Association of the proposed amendment. Notice of the meeting shall be in the form and shall be delivered and the meeting shall be called and held as provided for in the By-Laws of the Association; provided, that any member may, in writing signed by such member, waive notice of any such meeting in the manner provided for in the By-Laws of the Association and such waiver, when delivered to the Secretary of the Association for filing in its records, whether before, during or after such meeting shall be construed to be the equivalent of giving notice to such member. The proposed amendment may be adopted, and shall become effective, by and upon the affirmative vote at such meeting of members owning Units to which not less than seventy-five percent (75%) of the Common Elements are appurtenant; provided, that any amendment so proposed may be adopted, without a formal meeting of the members, by an instrument executed and acknowledged with the formalities of a deed by members owning Units to which not less than seventy-five percent (75%) of the Common Elements are appurtenant. Notwithstanding the foregoing provisions for adoption of amendments to this Declaration or any other provisions for amendment in the Condominium Act, no amendment shall:

(1) Change the size or configuration of any "Condominium Parcel" (as defined in the Condominium Act) in any material fashion unless the record owner(s) thereof and all record owners of liens thereon shall join in the execution and acknowledgment of the amendment, or

(2) Discriminate against any Unit owner or against any Unit or building comprising part of the Condominium Property, unless the record owners of all affected Units and record owners of all liens thereon shall join in the execution and acknowledgment of the amendment, or

(i) Change modify or alter the appurtenances to any Unit or Units or the share of any Unit owner in the Common Elements or Common Surplus, unless the record owner of all such units so affected and the record owner of all liens encumbering such units join in the execution of the document.

(ii) No amendment to this Declaration shall make any change in Article XIV hereof, entitled "Insurance", nor in Article XV hereof, entitled "Reconstruction or Repair After Casualty", unless the record owners of all mortgages on Units shall join in the execution and acknowledgment of the amendment.

D. Effective Date and Recording Evidence of Amendment.

As to members of the Association and persons having actual knowledge of the adoption of any amendment to this Declaration, such amendment shall be effective as of the date of adoption or otherwise as may be specified in the resolution or instrument creating the amendment. As to non-members of the Association without actual knowledge of an amendment to this Declaration, the same shall be effective at the time the affected person acquires actual knowledge thereof or at the time of filing the amendment or certificate of amendment in the Public Records of Dade County, Florida, whichever occurs first. The President of the Association, or, in the absence of the President, a Vice President or other acting chief executive officer of the Association, shall cause to be filed in the Public Records of Dade County, Florida, the original amendment to the Declaration, if it is in the form of an instrument executed and acknowledged by Unit owners and the holders of liens thereon, or a certificate of amendment, if it is a certification by the proper officers of the Association that such amendment was adopted by the Association at a meeting of the members. A true and correct copy of each such amendment or certificate of amendment shall be delivered, after adoption thereof, to the record owners of all Units and to the record owners of all liens on Units, by the President, Vice President or other acting chief executive officer of the Association, upon request to such officer, but delivery of such copies shall not be a condition precedent to the effectiveness of any such amendment.

XIII. MAINTENANCE, REPAIRS AND REPLACEMENTS.

Responsibility for maintenance, repairs and replacements of Condominium Property and property of Unit owners located or situated within the Condominium shall be as follows:

A. Units.

Each Unit, and the fixtures, equipment, such as air conditioning equipment, plumbing, heating, and electrical wiring, and appliances comprising a part thereof, located therein or exclusively serving the same (whether or not located within the unit) shall be maintained, kept in good repair and replaced by and at the expense of the owner(s) thereof. Exterior doors shall be maintained and repaired at the expense of the unit owner whose unit such doors serve. All maintenance, repairs and/or replacements for which Unit owners are responsible and obligated to perform, which, if not

performed or omitted, would affect other Units or Common Elements, shall be performed promptly as the need arises. Notwithstanding the obligation of Unit owners for maintenance, repair and replacement of and in Units, the proceeds of all insurance awards or payments under insurance carried by the Association for loss of or damage to or within Units shall be applied against repairs and replacements to the extent that such award or payments exceed the deductible provisions of such insurance.

B. Common Elements.

The Association shall be responsible for, and shall assess against and collect from the owners of all Units in the Condominium, as a Common Expense, the costs of maintaining, repairing, replacing and keeping in clean and orderly condition, all of the Common Elements except certain of the Limited Common Elements specified below. The Association shall, at the expense of the owners of all Units in the Condominium, repair any and all incidental damage to Units resulting from maintenance, repairs and/or replacements of or to Common Elements.

C. Limited Common Elements.

The Owners shall be responsible for performing necessary maintenance, repairs and replacements, except structural work or maintenance affecting the exterior appearance thereof, but including floor covering on any balconies or patio-yards, and keeping in clean and orderly condition all of those Common Elements designated elsewhere herein as Limited Common Elements, provided that if the owner of a unit shall fail to maintain such Limited Common Elements, the Association may do so and charge the cost thereof to the unit owners whose responsibility it is to maintain such Limited Common Elements and shall have a lien against such unit for the cost thereof until paid, which lien shall arise, exist and be enforceable in the same manner as is the lien for common expenses in Article XVIII hereof.

D. Recreation Parcels, Driveways and Parking Spaces, Green/Open Areas, and Certain Other Expenses:

Assessments for the management and maintenance of the walks, driveways, parking spaces (assigned and unassigned), recreation parcels and the green/open areas (grass, shrubbery and trees) in the entire Project and for the cost of operating, maintaining and repairing the parking and driveway area lighting, lawn sprinkler systems and mowing, trimming and fertilizing the green/open areas in the entire Project shall be made against all Units in the Project by the Property Owners Association.

XIV. INSURANCE.

Insurance shall be carried and kept in force at all times in accordance with the following provisions:

A. Duty and Authority to Obtain.

The Association shall obtain and keep in force at all times the insurance coverage which it is required hereby to carry and may obtain and keep in force any or all of such other or additional insurance coverage as it is authorized hereby to carry. All insurance obtained by the Association shall be

purchased for the benefit of the Association and the Unit owners and their mortgagees, provided that a certificate evidencing a mortgagee endorsement shall be issued to the mortgagee of each Unit. The owner(s) of each Unit may, at the expense of such owner(s), obtain insurance coverage against damage to and loss of the contents of the Unit, personal liability for injury to and death of persons and damage to and loss of personal property of others, and against additional living expenses, provided, that all such insurance purchased by Unit owners shall be obtained from the insurer from which the Association purchases coverage against the same risk, liability or peril, if the Association has such coverage and if the same is required by the Association's insurer; and, provided, that each policy of such insurance purchased by a Unit owner shall, where such provision is available, provide that the insurer waives its right of subrogation as to any claim or claims against other Unit owners, the Association, and their respective employees, agents, guests and invitees.

B. Required Coverage.

The Association shall purchase and carry insurance coverage as follows:

(1) Casualty Insurance.

Casualty insurance covering all of the buildings and other improvements of the Condominium, including, without limitation, Units and Common Elements, in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the Board of Directors of the Association; such insurance to afford protection against:

- (a) Loss or damage by fire or other hazards covered by the standard extended coverage or other perils endorsement, and
- (b) Such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings and other improvements similar, in construction, location and use, to the buildings and other improvements of the Condominium, including, without limitation, vandalism, malicious mischief, windstorm, water damage and war risk insurance, if available, and
- (c) Public liability insurance, in such amounts, with such coverage and in such forms as shall be required by the Board of Directors of the Association to protect the Association and the owners of all Units, including, without limitation, hired automobile, non-owned automobile, off-premises employee coverage, water damage and legal liability, with cross-liability, endorsements to cover liability of all Unit owners as a group to each Unit owner, and

- (d) Workmen's compensation and employer's liability insurance to meet the requirements of law,
- (e) Flood insurance, if the same shall be necessary under the laws of the United States for federally related mortgage lenders to make mortgage loans on Units.

C. Optional Coverage.

The Association may purchase and carry such other insurance coverage, other than title insurance, as the Board of Directors of the Association, in its sole discretion, may determine from time to time to be in the best interests of the Association and Unit owners, or as an institutional lender may reasonably require while it holds a mortgage encumbering any Unit.

D. Premiums.

Premiums for all insurance obtained and purchased by the Association shall be paid by the Association. The cost of insurance premiums, and other incidental expenses incurred by the Association in administering and carrying out the provisions of this Article, shall be assessed against and collected from Unit owners as Common Expenses.

E. Assured.

All policies of insurance obtained and purchased by the Association shall be for the benefit of the Association, the owners of Units and their mortgagees, as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the "Insurance Trustee", as herein identified, or to its successor, and the proceeds from insurance against any casualty loss shall be held for the use of the Association, Unit owners and their respective mortgagees, as their interests may appear, to be applied or distributed in the manner herein provided. The Association is hereby constituted and appointed agent for all Unit owners, with authority to negotiate and settle the value and extent of any and all losses covered under any policy of casualty insurance, and the Association is granted full right and authority to execute, in favor of any insurer, a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property.

F. Insurer.

All persons beneficially interested in the insurance coverage obtained, purchased and maintained by the Association shall be bound by the Association's selection of its insurer(s) and the amount of insurance coverage carried and kept in force by the Association.

G. Insurance Trustee.

The Association shall have the right, prior to or upon the occurrence of any event causing or resulting in the

need for the same to designate the Insurance Trustee and all persons beneficially interested in such insurance coverage shall be bound by the Association's selection of the Insurance Trustee.

(1) Qualifications, Rights and Duties.

The Insurance Trustee shall be a bank with trust powers doing business in the State of Florida. The Insurance Trustee shall not be liable for the payment of premiums, the renewal of any policy or policies of casualty insurance, the sufficiency of coverage, the form or content of policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds of casualty insurance as are paid and to hold the same in trust for the purposes herein stated, and for the benefit of the Association, Unit owners and their respective mortgagees, to be disbursed as herein provided. The Association shall pay a reasonable fee to the Insurance Trustee for services rendered hereunder and shall pay such costs and expenses as the Insurance Trustee may incur in the performance of its duties hereunder; such fees and costs to be assessed against and collected from Unit owners as a Common Expense. The Insurance Trustee shall be liable only for its willful misconduct, bad faith or gross negligence, and then only for such money as may come into the possession of the Insurance Trustee. If and when the Insurance Trustee is required to distribute insurance proceeds to Unit owners and their mortgagees, as their respective interests may appear, the Insurance Trustee may rely upon a certificate of the President and Secretary of the Association, executed under oath and provided to the Insurance Trustee upon request to the Association; such certificate to certify the name or names of the owners of each Unit, the mortgagee(s) thereof, and the respective percentages of any distribution which is to be made to such owner(s) and Mortgagee(s), as their respective interests may appear. If and when insurance proceeds are paid to the Insurance Trustee for any casualty loss, the holder(s) of any mortgage or mortgages encumbering a Unit shall not have the right to determine or participate in the determination of repair or replacement of any loss or damage, and shall not have the right to elect to apply insurance proceeds to the reduction of indebtedness secured by such mortgage(s), unless the insurance proceeds represent a distribution to the owner(s) of the Unit and the mortgagee(s) thereof, after such insurance proceeds have been first applied to the repair, replacement or reconstruction of any loss or damage, or unless such casualty insurance proceeds are authorized to be distributed to the owner(s) of the Unit and the mortgagee(s) thereof by reason of loss of or damage to personal property constituting a part of the Common Elements and as to which a determination is made not to repair, replace or restore such personal property.

H. Application of Insurance Proceeds.

The proceeds of casualty insurance paid to the Insurance Trustee by an insurer for loss or damage to real and/or personal property upon which the Association carries insurance, shall be applied and paid as follows:

(1) Common Elements Only.

The proceeds paid to the Insurance Trustee for loss of or damage to real property constituting Common Elements only shall be applied to the repair, replacement or reconstruction of such loss or damage. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements, the excess shall be paid by the Insurance Trustee to the owners of all Units, and their respective mortgagees, as their interests may appear, in shares or proportions equal to the undivided interest appurtenant to each Unit in the Common Elements. If the insurance proceeds shall be insufficient to pay the cost of the repair, replacement or reconstruction of such Common Elements, the Association shall deposit with the Insurance Trustee, from any Association Reserve Fund which may have been established, the difference between the total cost of repairing, replacing or reconstructing such loss or damage and the amount of the insurance proceeds. If no such Association Reserve Fund has been established, or if any such Association Reserve Fund has been established and is insufficient to pay to the Insurance Trustee such difference, the Association shall assess the amount of the difference against, and collect it from, all Unit owners as a Common Expense.

(2) Units.

The proceeds paid to the Insurance Trustee for loss of or damage to a building, constituting Common Elements and one or more Units thereof, shall be first applied to the repair, replacement or reconstruction of Common Elements, then to the repair, replacement or reconstruction of any Unit or Units in such building which have been destroyed or damaged. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements and Units, the excess shall be paid by the Insurance Trustee to the owners of the damaged or destroyed Units and their respective mortgagees, as their interests may appear, in shares or proportions equal to the undivided interest appurtenant to each such Unit in the Common Elements. If the insurance proceeds shall be sufficient to pay for the repair, replacement or reconstruction of the Common Elements but shall be insufficient to pay the cost of the repair, replacement or reconstruction of the damaged or destroyed Unit or Units in such building, the Association shall assess the amount of the difference against, and collect the same from, the owner(s) of the Unit(s) damaged or destroyed, in proportion that the amount of damage sustained to each such Unit bears to the total deficit, and deposit such sum with the Insurance Trustee to be applied by the Insurance Trustee toward the total cost of repairing, replacing or reconstructing all of such damaged or destroyed Common Elements and Units. If the insurance proceeds shall be insufficient to pay the cost of the repairs, replacements, or reconstruction of the Common Elements (to which the Insurance Trustee is required first to apply such proceeds before applying any part thereof to the repair, replacement or reconstruction of Units), the difference between the total cost of repairing, replacing or reconstructing the Common Elements and the amount of the insurance proceeds shall be assessed by the Association against, and collected from, all Unit owners, as a Common Expense, and, in such event, the cost of repairing, replacing or reconstructing the Unit or Units destroyed or damaged shall be assessed by the Association against, and collected from, the owner(s) of such damaged or destroyed Units.

I. Deposits to Insurance Trustee After Damage.

Within sixty (60) days after a loss of or damage to Condominium Property covered by casualty insurance, the Association shall obtain estimates of the cost of repairing, replacing or restoring the same, including the cost of professional fees and any construction bond which the Board of Directors may require. If, from such estimates, it shall appear that the insurance proceeds payable for such loss or damage will be insufficient to pay the cost of such repair, replacement or reconstruction, the additional money required to pay the total cost thereof, whether it is to be paid by one or more Unit owners, shall be deposited with the Insurance Trustee not later than thirty (30) days from the day on which the Insurance Trustee receives the insurance proceeds.

J. Master Policies and Negotiation.

While all insurance responsibilities shall lie with the Association, the Property Owners Association may, as a method of consolidating and lowering insurance costs to unit owners, obtain master insurance policies covering the condominium together with insurance on all or other parts of the Project or have the Property Owners Association negotiate separate Association premiums on the Association's behalf, provided that it is approved by the Board of Directors, that it satisfies the requirements of this Article XIV, that the Association (if a master policy) and unit owners shall be additional insureds thereof and that as to all casualty and loss coverage a separate value, pursuant to the requirement of this Article, is assigned by the insurer to this Condominium.

XV. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

Whether, and the manner in which, any or all of the Condominium Property damaged or destroyed by casualty shall be repaired, reconstructed or replaced shall be determined as follows:

A. Residential Buildings.

If one or more residential buildings shall be damaged or destroyed, repair or reconstruction thereof, or termination of the Condominium, shall be in accordance with the following:

(1) Total Destruction of All Buildings.

If all of the residential buildings of the Condominium are totally destroyed or are so damaged that no Unit therein is habitable, none of the buildings and none of the improvements comprising Common Elements shall be reconstructed, and the Condominium shall be terminated unless the owners of Units to which seventy-five percent (75%) of the Common Elements are appurtenant agree in writing, within 60 days after the date of such destruction, to reconstruct the same and unless the then applicable zoning and other regulatory laws and ordinances shall allow the same to be reconstructed, or unless any policy or policies of casualty insurance covering the same shall require reconstruction thereof as a condition precedent to the payment of proceeds thereunder.

(2) Damage to and Destruction of Some Buildings.

If some, but not all, of the residential buildings are damaged and/or destroyed and one or more of the Units in one or more of the buildings remain habitable, the

damaged or destroyed Common Elements and/or Units shall be repaired or reconstructed, so that each building and/or Unit shall be restored to substantially the same condition as existed prior to such damage or destruction, unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere herein provided that the Condominium shall be terminated.

B. Common Elements.

Damaged or destroyed improvements constituting part of the Common Elements shall be repaired reconstructed and/or replaced unless, in the event of total destruction of the Units, or, by agreement after partial destruction, the Condominium shall be terminated.

C. Certificate.

The Insurance Trustee may rely upon a certificate executed by the President and Secretary of the Association to determine whether or not damaged or destroyed Condominium Property shall be repaired or reconstructed.

D. Plans and Specifications.

Repair or reconstruction of Condominium Property shall be substantially in accordance with the plans and specifications pursuant to which the same was originally constructed; provided, that the Board of Directors of the Association may authorize reasonable variations from the original plans and specifications as may appear to them to be necessary or desirable.

E. Responsibility.

If the damage or destruction shall be limited only to one or more Units for which the responsibility of maintenance and repair is that of the affected Unit owners, then such Unit owners shall be responsible for carrying out the repair or reconstruction thereof. In all other instances of damage or destruction, the Association shall be responsible for carrying out the repair and reconstruction thereof.

F. Construction Funds.

All funds for the payment of repair and reconstruction costs, consisting of insurance proceeds and/or funds collected by the Association from Unit owners, shall be disbursed toward payment of such costs in the following manner:

(1) Association.

If the total funds assessed against and collected from Unit owners by the Association for payment of repair and reconstruction costs is more than fifteen thousand dollars (\$15,000.00), then all such sums shall be deposited by the Association with and disbursed by the Insurance Trustee. In all other cases the Association shall hold such sums so assessed and collected and shall disburse the same in payment of the costs of reconstruction and repair.

(2) Insurance Trustee.

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

(a) Unit Owner.

The portion of insurance proceeds representing damage for which the responsibility of repair and reconstruction is upon one or more, but less than all, Unit owners, shall be paid by the Insurance Trustee to the affected Unit owners and, if any of such Units are mortgaged, to the affected Unit owners and their mortgagees jointly.

(b) Association - Lesser Damage.

If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than fifteen thousand dollars (\$15,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(c) Association - Major Damage.

If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than fifteen thousand dollars (\$15,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect registered to practice in Florida and employed by the Association to supervise the work.

(d) Surplus.

It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is

a balance in the construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere herein stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(e) Certificate.

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

XVI. USE RESTRICTIONS.

Use of the Condominium Property shall be in accordance with the following provisions so long as the Condominium exists and these restrictions shall be for the benefit of and enforceable by all owners of real property within the Project and by The Horizons West Property Owners' Association, Inc.

A. Units.

Each of the Units shall be occupied only by a single family, its servants and guests, as a residence and for no other purpose. No Unit may be divided or subdivided into a smaller unit, nor any portion thereof sold or otherwise transferred.

B. Common Elements.

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

C. Nuisances.

No nuisances shall be allowed upon the Condominium Property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium Property by residents. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor shall any fire hazard be allowed to exist. No use shall be made of any Unit or of the Common Elements or Limited Common Elements which would increase the rate of insurance upon the Condominium Property.

D. Lawful Use.

No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Condominium Property shall be the same as is elsewhere herein specified.

E. Leasing.

After approval by the Association, as elsewhere herein required, entire Units, but not less than entire Units, may be leased; provided, that no Unit shall be leased for more than one term, or to more than one lessee, in any calendar year, nor shall the term of any lease be for less than thirty (30) days; and further provided, that occupancy is only by the lessee and his family, servants and guests.

F. Pets.

Pets shall never be allowed to run freely upon any of the Condominium property except within a Unit, or any Limited Common Elements adjacent and appurtenant to it, and when outside of a Unit shall be leashed and in the company of an individual willing and able to fully control it. All pets shall be walked only in that part of the Common Elements designated by the Association for that purpose. Any owner maintaining a pet upon the Condominium property, or whose guests, lessees or invitees bring any animal upon the Condominium property, shall be fully responsible for, and shall

bear the expense of, any damage to persons or property resulting therefrom. Any such damage shall be determined by the Board of Directors of the Association and collected by the Association. If the Board determines, in its sole judgment, that any particular pet is a nuisance, it shall have the power to compel the owner thereof to remove said pet from the Condominium property.

G. Regulations.

Reasonable regulations concerning the use of the Condominium Property may be made and amended from time to time by the Board provided, however, that all such regulations and amendments thereto shall be approved by not less than a majority of the members of the Association before the same shall become effective. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit owners and residents of the Condominium upon request.

H. Proviso.

Provided, however, that until Developer has completed and sold all of the Units, neither Unit owners nor the Association nor the use of the Condominium Property shall interfere with the completion of the proposed improvements and the sale of the Units. Developer may make such use of the unsold Units and common areas as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, the showing of the Condominium property and the display of signs.

XVII. MAINTENANCE OF COMMUNITY INTERESTS.

In order to maintain a community of congenial residents and to protect the value of Units, the transfer of title to or possession of Units by any owner other than Developer shall be subject to the following provisions so long as the Condominium exists, which provisions each owner covenants to observe:

A. Transfers Subject to Approval.

(1) Sale.

No Unit owner may dispose of a Unit or any interest therein by sale without approval of the Association except to another Unit owner.

(2) Lease.

No Unit owner may transfer possession or otherwise dispose of a Unit or any interest therein by lease without approval of the Association except to another Unit owner.

(3) Gift, Devise, Inheritance of Other

Transfers.

If any Unit owner shall acquire his title by gift, devise, inheritance or other manner, the continuance of his ownership shall be subject to the approval of the Association.

D. Approval by Association.

The approval of the Association which is required for the transfer of Units shall be obtained in the following manner:

(1) Notice to Association.

(a) Sale.

A Unit owner intending to make a bona fide sale of his Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice, at the Unit owner's option, may include a demand by the Unit owner that the Association furnish a purchaser if the proposed purchaser is not approved, and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(b) Lease.

A Unit owner intending to make a bona fide lease of his Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease, which lease shall provide that it is subject to approval by the Association.

(c) Gift, Devise or Inheritance; Other Transfers.

A Unit owner who has acquired his title by gift, devise, inheritance or in any other manner not heretofore considered, shall give to the Association notice of the acquisition of his title, together with such information concerning the Unit owner as the Association may reasonably require, and a certified copy of all instruments evidencing the Owner's title.

(d) Failure to Give Notice.

If the notice to the Association herein required is not given, then at any time after receiving knowledge of

a transaction or event transferring ownership or possession of a Unit, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(2) Certificate of Approval.

(a) Sale.

If the proposed transaction is a sale, then, within twenty (20) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of the Association in recordable form and shall be delivered to the purchaser and shall be recorded in the Public Records of Dade County, Florida.

(b) Lease.

If the proposed transaction is a lease, then, within twenty (20) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of the Association in non-recordable form and shall be delivered to the lessee.

(c) Gift, Devise or Inheritance; Other Transfers.

If the Unit owner giving notice has acquired his title by gift, devise, inheritance or other manner, then, within twenty (20) days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the Unit Owner's ownership of the Unit. If approved, the approval shall be upon such terms and conditions (pertaining to the Primary Occupant of the Unit and the voting of Association membership appurtenant to the Unit) as the Association may reasonably require, and the approval shall be

stated in a certificate executed by the proper officers of the Association and shall be delivered to the Unit Owner and shall be recorded in the Public Records of Dade County, Florida.

(3) Approval of Corporate or Fiduciary Owner or Purchaser.

Inasmuch as the Condominium may be used only for residential purposes and a corporation cannot occupy a Unit for such use, if the Unit owner or purchaser of a Unit is a corporation, the approval of ownership by the corporation shall be conditioned by requiring that the Primary Occupant of the Unit be also approved by the Association. The approval of ownership by a Trustee or other holder of legal title for a beneficial owner who is to be the Primary Occupant of a Unit shall also be conditioned upon approval of the Primary Occupant by the Association. Any change in the Primary Occupant of a Unit shall be considered a transfer of title to the Unit which shall be subject to the provisions of this Article XVII.

C. Disapproval by Association.

If the Association shall disapprove a transfer or ownership of a Unit, the matter shall be disposed of in the following manner:

(1) Sale.

If the proposed transaction is a sale and if the notice of sale given by the Unit owner shall so demand, then, within twenty (20) days after receipt of such notice and information, the Association shall deliver or mail by certified mail to the Unit owner an agreement to purchase by the Association, or a purchaser approved by the Association who will purchase and to whom the Unit owner must sell the Unit, upon the following terms:

- (a) The price to be paid by the purchaser, to be identified in the agreement, shall be that stated in the disapproved contract to sell.
- (b) The purchase price may be paid, at the option of the purchaser to be identified in the agreement, in cash, or on the basis set forth in the contract by the purchaser the Association disapproved.
- (c) The sale shall be closed within thirty (30) days after the delivery or mailing of said agreement to purchase.
- (d) If the Association shall fail to provide a purchaser upon the demand of the Unit owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, the proposed

transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

(2) Lease.

If the proposed transaction is a lease, the Unit owner shall be advised of the disapproval in writing, and the lease shall not be made.

(3) Gifts, Devise or Inheritance or Other Transfers.

If the Unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then, within thirty (30) days after receipt from the Unit owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the Unit owner an agreement to purchase the Unit concerned by a purchaser approved by the Association or by the Association, who will purchase the Unit and to whom the Unit owner must sell the Unit upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between seller and purchaser within thirty (30) days from the delivery from or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon the average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within ten (10) days following the determination of the sale price.

(4) A certificate of the Association executed by its President or Vice President and approving the Purchaser shall be recorded in the public records of Dade County, Florida, at the expense of the Purchaser.

(5) If the Association shall fail to provide a purchaser as required hereby or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Dade County, Florida, at the expense of the Unit owner.

D. Mortgage.

No Unit owner may mortgage his Unit nor any interest therein without the approval of the Association except to an "Institutional Lender", which term shall mean and include

banks, life insurance companies, Federal or State Savings and Loan Associations, Mortgage Companies, and Real Estate Investment Trusts. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld, except nothing shall prevent an approved unit owner selling his unit from accepting a purchase money mortgage from an approved purchaser to secure the deferred portion of the selling price.

E. Exceptions.

The foregoing provisions of this Article shall not apply to a purchase or transfer by an Institutional Lender or other approved mortgagee which acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an Institutional Lender or other approved mortgagee which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale. Further, the provisions of this Article shall not apply to the acquisition of title to a Unit through gift, devise or inheritance by any person who is a natural child or surviving spouse of the immediately preceding owner of the Unit.

F. Unauthorized Transactions.

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

G. Notice of Lien or Suit.

(1) Notice of Lien.

A Unit owner shall give notice to the Association of every lien upon his Unit other than for permitted mortgages, taxes and special assessments within five days after the attaching of the lien.

(2) Notice of Suit.

A Unit owner shall give notice to the Association of every suit or other proceeding which may affect the title to his Unit; such notice to be given within five (5) days after the Unit owner receives knowledge thereof.

(3) Failure to Comply.

Failure to comply with this Article XVII(G) will not affect the validity of any judicial sale.

XVIII. COMPLIANCE AND DEFAULT.

Each Unit owner shall be governed by and shall comply with the terms of the Declaration of Condominium, the Articles of Incorporation and By-Laws of the Association, and any and all regulations adopted pursuant thereto, as they may be

amended from time to time. Failure of the Unit owner to comply therewith shall entitle the Association or other Unit owners to the following relief in addition to the remedies provided by the Condominium Act:

A. Negligence.

A Unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents, lessees or other invitees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the Common Elements.

B. Costs and Attorney's Fees.

In any proceeding arising because of an alleged failure of a Unit owner to comply with the terms of the Declaration, the Articles of Incorporation and By-Laws of the Association, and any and all regulations adopted pursuant thereto, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court.

C. No Waiver of Rights.

The failure of the Association or any Unit owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation and By-Laws of the Association, or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

XIX. ASSESSMENTS: LIABILITY, LIEN AND ENFORCEMENT.

To provide the funds necessary for proper operation and management of the Condominium, the Association has been granted the right to make, levy and collect assessments against the owners of all Units and said Units. The following provisions shall govern the making, levying and collecting of such assessments and the payment of the costs and expenses of operating and managing the Condominium by the Association.

A. Determination of Assessments.

Assessments by the Association, against each owner of a Unit and his Unit shall be the fractional share of the total assessments to be made against all owners of Units and their Units as is set forth in the Schedule annexed hereto and made a part hereof as Exhibit "A". Should the Association become the owner of any Unit(s), the assessment which would otherwise be due and payable to the Association by the owner(s) of such Unit(s), reduced by an amount of income which may be derived from the leasing of such Unit(s) by the Association, shall be apportioned and the assessment therefor levied ratably among the owners of all Units which are not owned by Association, based upon their proportionate interests in the Common Elements exclusive of the interests therein appurtenant to any Unit or Units owned by the Association.

B. Developer's Assessment Guaranty. The Developer guarantys to initial purchasers of units in the condominium that the monthly assessments due from such purchasers as owners of units in the Condominium for items of common expense of the Association will not exceed the amount therefor reflected in the initial budget for the Association which is provided to such purchasers by the Developer during the first calendar year after the first conveyance of a unit by the Developer and thereafter will not exceed 115% of the amount assessed to such purchaser's during the prior year each year thereafter. This guaranty shall be in force only until the earlier (i) the date upon which a majority of the Board of the Directors of the Association are elected by unit owners other than the Developer or (ii) such earlier date as Developer elects to terminate this guaranty and pay its proportional share of assessments for common expenses of the Association based upon the number of units owned by Developer. During the period of time this guaranty is in force and effect the Developer, as owner of such units, as are owned by it, shall be relieved from the obligation of paying its prorata share of assessments for common expenses of the Association, but instead shall be obligated to pay to the Association all sums in excess of sums due from all unit owners other than the Developer which are necessary to pay the actual expenses of the Association.

C. Time for Payment.

The assessment levied against the owner of each Unit and his Unit shall be payable in annual, quarterly, monthly or such other installments and at such time as shall from time to time be fixed by the Board.

D. Annual Budget.

The Board shall, in accordance with the By-Laws of the Association, establish an Annual Budget in advance for each fiscal year, which shall correspond to the calendar year, which shall estimate all expenses for the forthcoming year required for the proper operation, management and maintenance of the Condominium, including, when deemed necessary or advisable by the Board, a reasonable allowance for contingencies and reserves and shall estimate all income to be collected during the year. Upon adoption of each annual budget by the Board, copies thereof shall be delivered to each Unit owner, and the assessment for the year shall be based upon such budget. Failure to deliver a copy of the budget to a Unit owner shall, however, not affect the liability of such owner for such assessment. Should the Board at any time and from time to time determine, in the sole discretion of the Board, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, or in the event of emergencies, the Board shall have the authority to levy such additional assessment or assessments as it shall deem to be necessary.

E. Reserve Fund.

The Board, in establishing each annual budget, may, when deemed necessary or desirable, or as provided by law, include therein a sum to be collected and maintained as a reserve fund for the replacement of Common Elements and personal property held for the joint use and benefit of the owners of all Units.

F. General Operating Reserve.

The Board, when establishing each annual budget, may, when deemed necessary or desirable, or shall as provided by law, include therein a sum to be collected and maintained as a general operating reserve to provide a measure of financial stability during periods of financial stress when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by owners of Units, as a result of emergencies or for other reason placing financial stress upon the Association.

G. Use of Association Funds.

All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Condominium, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles, and By-Laws and as the monies for annual assessments are paid to Association by any Unit owner, the same may be co-mingled with monies paid to the Association by the other owners of Units. Although all funds and other assets of Association, and any increments thereto or profits derived therefrom, or from the leasing or use of Common Elements, including, without limitation, Common Surplus, shall be held for the benefit of the members of Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Unit.

H. Delinquency or Default.

The payment of any assessment or installment thereof due to the Association shall be in default if not paid to the Association on or before the due date thereof. When in default, the delinquent assessments or installments thereof shall bear interest at the rate of ten percent (10%) per annum until the same, and all interest due thereon, has been paid in full. Notice of a unit owner's default in obligations to the Association shall be given by the Association to the first Mortgagee of that Unit.

I. Personal Liability of Unit Owner.

The owner(s) of each Unit shall be personally liable, jointly and severally, as the case may be, to the Association for the payment of all assessments, regular or special, interest on such delinquent assessments or installments thereof as above provided, and for all costs of collecting the assessments and interest thereon, including a reasonable attorney's fee, whether suit be brought or not, levied or otherwise coming due while such person(s) or entity own(s) a Unit.

J. Liability not subject to Waiver.

No owner of a Unit may exempt himself from liability for any assessment levied against such owner and his Unit by waiver of the use or enjoyment of any of the Common Elements, or by abandonment of the Unit, or in any other manner.

K. Lien for Assessment.

The Association is hereby granted a lien upon each Unit and its appurtenant undivided interest in Common Elements and upon any exclusive right to use any parking space or Limited Common Elements appurtenant to any such Unit, which lien shall and does secure the monies due for all: (1) assessments levied against the Unit and the owner(s) thereof, and (2) interest, if any, which may become due on delinquent assessments owing to Association, and (3) costs and expenses, including a reasonable attorney's fee, which may be incurred by the Association in enforcing its lien upon the Unit and its appurtenances. The lien granted to the Association may be established and foreclosed in the Circuit Court in and for Dade County, Florida, and in any suit for the foreclosure of said lien, the Association shall be entitled to rental from the owner of any Unit from the date on which the payment of any assessment or installment thereof became delinquent and shall be entitled to the appointment of a Receiver for said Unit. The rental required to be paid shall be equal to the rental charged on comparable type of Units in the Southwest Area of Dade County, Florida. The lien of the Association shall also secure all advances for taxes, and payments on account of superior mortgages, liens or encumbrances made by the Association to preserve and protect its lien, together with interest at the rate of ten percent (10%) per annum on all such advances made for such purpose.

L. Recording and Priority of Lien.

The lien of the Association shall be effective from and after recording, in the Public Records of Dade County, Florida, a claim of lien stating the description of the Unit encumbered thereby, the name of the record owner, the amount and the date when due, and shall continue in effect until all sums secured thereby shall have been fully paid. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. The lien of the Association shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording the Association's claim of lien, except that the lien of the Association for tax or special assessment advances made by Association where any taxing authority having jurisdiction levies any tax or special assessment against the Condominium as an entirety instead of levying the same against each Unit and its appurtenant undivided interest in Common Elements, shall be prior in lien, right and dignity to the lien of all mortgages, liens and encumbrances, whether or not recorded prior to the Association's claim of lien therefor, and the Association's claim of lien for collection of such portion

of any tax or special assessment shall specifically designate that the same secures an assessment levied pursuant to this Declaration. In addition, the Association shall be subrogated to the lien rights of the holder of any lien which it advances funds for payment of in whole or part.

M. Effect of Foreclosure, Judicial Sale or conveyance in lieu thereof.

In the event that any person, firm or corporation shall acquire title to any Unit and its appurtenant undivided interest in Common Elements by virtue of any foreclosure or judicial sale, or voluntary conveyance in lieu thereof, such person, firm or corporation so acquiring title shall only be liable and obligated for assessments as shall accrue and become due and payable for the Unit and its appurtenant undivided interest in Common Elements subsequent to the date of acquisition of such title, and shall not be liable for the payment of any assessments which were in default and delinquent at the time it acquired such title, except that such person, firm or corporation shall acquire such title subject to the lien of any assessment by Association representing an apportionment of taxes or special assessment levied by tax authorities against the Condominium in its entirety and further subject to any subrogated rights of the Association for payments made by it as aforesaid. In the event of such acquisition of title to a Unit by foreclosure or judicial sale or voluntary conveyance in lieu thereof, any assessment or assessments as to which the party so acquiring title shall not be liable shall be absorbed and paid by all owners of all Units (including the party so acquiring the to such units) as a part of the Common Expense, although nothing herein contained shall be construed as releasing the party personally liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

N. Effect of Voluntary Transfer.

When the owner of any Unit proposes to lease, sell or mortgage the same in compliance with other provisions of this Declaration, the Association, upon written request of the owner of such Unit, shall furnish to the proposed lessee, purchaser or mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to Association by the owner of such Unit. Such statement shall be executed by any officer of the Association and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and the Association shall be bound by such statement.

In the event that a Unit is to be leased, sold or mortgaged at the time when payment of any assessment against the owner of the Unit and Unit due to the Association shall be in default (whether or not a claim of lien has been recorded by the Association) then the rent, proceeds of such sale or mortgage proceeds, as the case may be, shall be applied by the lessee, purchaser or mortgagee first to payment of any then delinquent assessment or installment thereof due to the Association before payment of the balance of such rent, proceeds of sale or mortgage to the owner of the Unit responsible for payment of such delinquent assessment.

In any voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by the Association which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining owing to it.

XX. REGISTRY OF OWNERS AND MORTGAGEES.

The Association shall at all times maintain a Register of the names of the owners and mortgagees of all Units. Upon the transfer of title to any Unit, the transferee shall notify the Association in writing of his interest in such Unit together with recording information identifying the instrument by which such transferee acquired his interest in the Unit. The owner of each Unit encumbered by a mortgage shall notify the Association of the name and address of the mortgagee, the amount of such mortgage, or mortgages, and the recording information identifying the same. The holder of any mortgage encumbering a Unit may notify the Association of any such mortgage(s), and upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to the same.

XI. ALTERATIONS OF AND IMPROVEMENTS TO UNITS AND COMMON ELEMENTS.

Neither a Unit owner nor the Association shall make any alterations, improvements or additions to Units, Common Elements, or Limited Common Elements, except in compliance with the following:

A. Unless the Unit owner(s) shall first submit plans for such work to the Board, and the Board, by resolution unanimously adopted by the affirmative vote of all members thereof, shall approve and consent thereto, no alteration of or improvement or addition to a Unit, or to any Limited Common Element to which the owner has an exclusive right of use, shall be made, constructed, erected or installed which shall: (1) remove, in whole or in part, replace, reroute, or otherwise affect any column, bearing wall or partition, pipe, duct, wire or conduit, or obstruct any easement herein provided for, or (2) remove, or change the style, pattern, material, texture or outside color of any door, window, screen, fixture, equipment, enclosure, or appliance in or on an exterior Unit or building wall, or (3) cover, from the inside or outside, the glass or other transparent and/or translucent material in any exterior door or window with, or apply or affix thereto, any material or substance which shall render the same opaque or change the exterior color thereof, except interior draperies, curtains, shades or shutters which are lined, backed, covered or painted

on the side visible from the exterior with a neutral color material, or (4) affix to or over any exterior door or window, or otherwise install on the exterior, of any Unit or Building, any storm or hurricane shutter or awning or any protective or decorative panel, panelling, trim, enclosure, fixture, or appliance, or (5) otherwise change, modify or alter the exterior of any Unit or building so that it thereby differs in appearance from any other Units or buildings of the same type. There shall be no material alterations or substantial improvements or additions to the Common Elements except in the following manner: subject to the foregoing restrictions against changing the exterior appearance of Units and/or buildings, the Association shall have the right to make or cause to be made alterations, improvements and/or additions to the Common Elements, except the acquisition of additional real property, which have been approved by the owner of Units to which seventy-five percent (75%) of the Common Elements are appurtenant. The cost of such alterations, improvements and/or additions shall be assessed against and collected from the owners of all Units as Common Expenses.

B. Notwithstanding any provision hereinabove set forth to the contrary, the Board of Directors of the Association may adopt a basic approved plan for screening balconies and ground level rear area patios. If such plan is adopted, Owners of the Units of each building in the Condominium may screen said balconies or ground level rear area patios attached to their Units in accordance with said approved basic plan without specific consent from the Board of Directors of the Association, provided that such screening conforms in all respects to the approved basic plans therefor.

XXII. TERMINATION.

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

A. Destruction.

In the event it is determined in the manner elsewhere herein provided that the improvements shall not be reconstructed because of total destruction or major damage, the Condominium plan of ownership will be thereby terminated without agreement.

B. Agreement.

The Condominium may be terminated at any time by the approval in writing of all of the owners of Units in the Condominium, and by all record owners of mortgages upon Units therein owned by Institutional Lenders and other mortgagees approved by the Association. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of Units to which not less than seventy-five percent (75%) of the Common Elements are appurtenant, and of the record owners of all mortgages upon Units in the Condominium owned by Institutional Lenders and other mortgagees approved by the Association, are obtained not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy

all of the Units of the other owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such option shall be upon the following terms:

(1) Exercise of Option.

The option shall be exercised by delivery or mailing by certified mail to each of the record owners of the Units to be purchased of an agreement to purchase signed by the record owners of Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating owner and shall agree to purchase all of the Units owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(2) Price.

The sale price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(3) Payment.

The purchase price shall be paid in cash.

(4) Closing.

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

C. Certificate.

The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Dade County, Florida.

D. Shares of Owners After Termination.

After termination of the Condominium the Unit owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Unit owners. Such undivided shares of the Unit owners shall be the same as the undivided shares in the Common Elements appurtenant to the owners' Units prior to the termination as set forth in Exhibit "4" hereto.

E. Amendment.

OFF
11337 1306

This Article XXII shall not be amended without consent of all Unit owners and of all owners of mortgages required to approve termination by agreement.

XXIII. RIGHTS OF DEVELOPER TO SELL OR LEASE UNITS.

So long as Developer, or any mortgagee succeeding Developer in title, shall own any Unit, it shall have the absolute right to lease or sell any such Unit to any person, firm or corporation, upon any terms and conditions as it shall deem to be in its own best interests, and as to the lease or sale of such unit, the right of first refusal and any right of redemption herein granted to the Association shall not be operative or effective in any manner.

XXIV. MISCELLANEOUS.

A. Severability.

The invalidity in whole or in part of any covenant or restriction, or any Article, subarticle, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, By-laws and regulations of the Association shall not affect the validity of the remaining portions thereof.

B. Applicability of Declaration of Condominium.

All present or future owners, tenants, or any other person who might use the facilities of the Condominium in any manner, are subject to the provisions of this Declaration, and the mere acquisition or rental of any Unit, or the mere act of occupancy of any Unit, shall signify that the provisions of this Declaration of Condominium are accepted and ratified in all respects.

C. Construction.

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan of Condominium ownership. In the event of any conflict between the provisions of this Declaration and the Condominium Act, the provisions of the Declaration shall prevail.

D. Parties Bound.

The restrictions and burdens imposed by this Declaration of Condominium are intended to and shall constitute covenants running with the land, and shall constitute an equitable servitude upon each Unit and its appurtenant undivided interest in Common Elements and this Declaration shall be binding upon Developer, its successors and assigns, and upon all parties who may subsequently become owners of Units in the Condominium, and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, Developer has caused the foregoing Declaration of Condominium to be executed, and its corporate seal to be affixed, by its undersigned, duly authorized officers on the date set forth above.

OFF
REC 11337 1307

F & R BUILDERS, INC.

By: M. E. Saleda
H.E. SALEDA Vice President

Attest: M. J. Watsky
MORRIS J. WATSKY Assistant Secretary

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF DADE

Before me, the undersigned authority, personally appeared M.E. SALEDA and MORRIS J. WATSKY, to me well known to be the Vice President and Assistant Secretary respectively of F & R BUILDERS, INC., a Florida corporation, and who acknowledged before me that they did, as such officers, execute the foregoing Declaration of Condominium as the act and deed of said corporation and that the same was executed for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 27th day of January 1982.

William C. Lombard
Notary Public,
State of Florida at Large
My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
My Commission Expires March 20, 1985
By the State of Florida, Governor



OFF
PC 11337 PS 1308

EXHIBIT 1

THE HORIZONS WEST CONDOMINIUM NO. 6

LEGAL DESCRIPTION

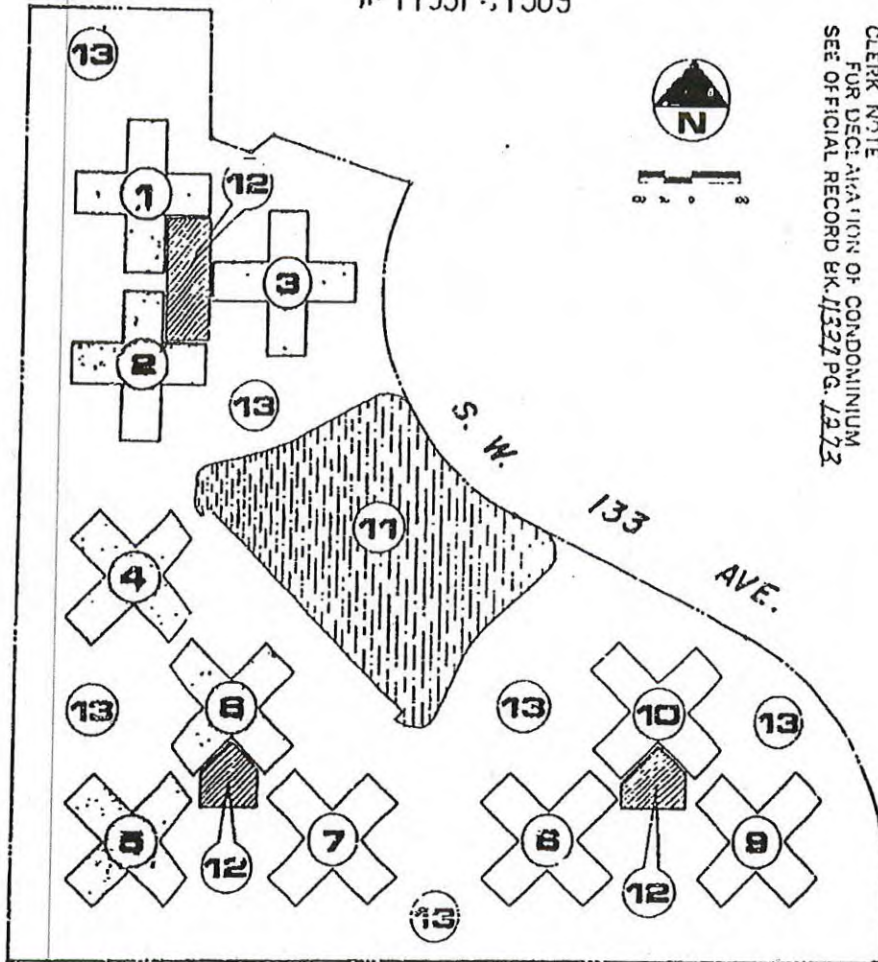
A portion of the SW $\frac{1}{4}$ of Section 35, Township 54 South, Range 39 East, Dade County, Florida, being particularly described as follows:

Commence at the Southwest corner of, said Section 35; thence run N02°18'10"W along the West line of said Section 35 for 522.66 feet; thence N87°41'50"E for 353.94 feet to the Point of Beginning of the parcel of land herein described; thence from the above established Point of Beginning run N47°16'29"W for 102.00 feet; thence N42°43'31"E for 100.00 feet; thence S47°16'29"E for 102.00 feet; thence N42°43'31"E for 105.00 feet; thence S47°16'29"E for 100.00 feet; thence S42°43'31"W for 105.00 feet; thence S47°16'29"E for 92.00 feet; thence S42°43'31"W for 100.00 feet; thence N47°16'29"W for 92.00 feet; thence S42°43'31"W for 93.00 feet; thence N47°16'29"W for 100.00 feet; thence N42°43'31"E for 93.00 feet to the Point of Beginning.

NOTE: The above described parcel contains 1.13 acres, more or less.

CLERK NOTE
FOR DECLARATION OF CONDOMINIUM
SEE OFFICIAL RECORD BK. 11322 PG. 1272

CANAL

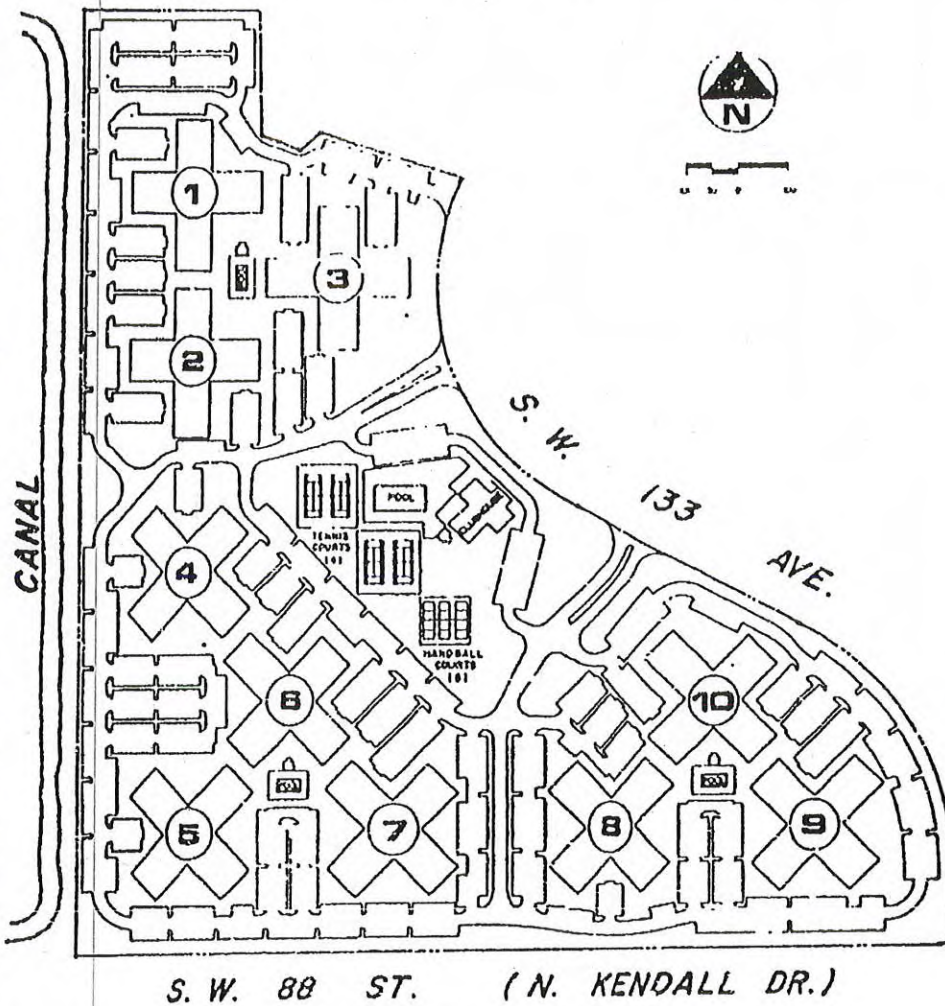


S. W. 88 ST. (N. KENDALL DR.)

NOTE:

- UNSHADED AREAS TO CONTAIN A MAXIMUM OF 384 UNITS (BLDG. 7-10)
- SHADED AREAS TO CONTAIN A MINIMUM OF 576 UNITS (BLDG. 1- 6)

PLOT PLAN **THE HORIZONS WEST**



OVERALL SITE PLAN

**THE HORIZONS
WEST**

LEGEND

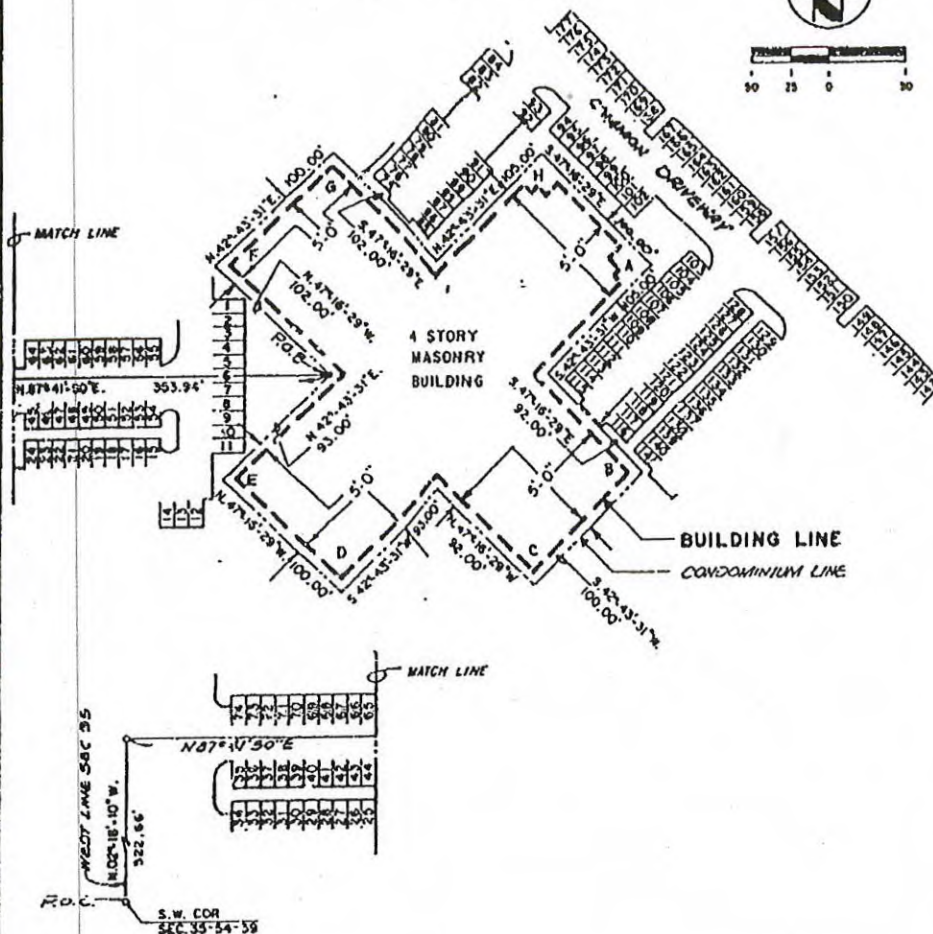
OFF
REC 11337 P3 1311

- ① DECLARED THE HORIZONS WEST CONDOMINIUM NO. 1 = 96 UNITS
- ② DECLARED THE HORIZONS WEST CONDOMINIUM NO. 2 = 96 UNITS
- ③ DECLARED THE HORIZONS WEST CONDOMINIUM NO. 3 = 96 UNITS
- ④ DECLARED THE HORIZONS WEST CONDOMINIUM NO. 4 = 96 UNITS
- ⑤ DECLARED THE HORIZONS WEST CONDOMINIUM NO. 5 = 96 UNITS
- ⑥ DECLARED THE HORIZONS WEST CONDOMINIUM NO. 6 = 96 UNITS
- ⑦ PROPOSED THE HORIZONS WEST CONDOMINIUM NO. 7 = 96 UNITS
- ⑧ PROPOSED THE HORIZONS WEST CONDOMINIUM NO. 8 = 96 UNITS
- ⑨ PROPOSED THE HORIZONS WEST CONDOMINIUM NO. 9 = 96 UNITS
- ⑩ PROPOSED THE HORIZONS WEST CONDOMINIUM NO. 10 = 96 UNITS
- ⑪ PRIMARY RECREATION AREA. CLUBHOUSE, POOL, TENNIS COURTS
AND HANDBALL COURTS.
- ⑫ BATH HOUSE AND POOL
- ⑬ GREEN AREAS, PARKING & DRIVEWAYS

TOTAL - - - - 576 UNITS

ORIGINAL NO. OF UNITS - - - - -	960	UNITS
	- 576	
	384	UNITS (MAX.)

THE HORIZONS WEST



NOTES:

- 1) Parking space numbers 1-20, 49-60, 75-81, 85-141 will be assigned to individual unit owners of The Horizons West Condominium No. 6. Parking spaces do not constitute either a common element or a limited common element.
- 2) Parking space numbers 21-48, 61-74, 82-84, 142-177 will be unassigned parking spaces which may be used by all unit owners of The Horizons West Condominiums No. 6, The Horizons West Condominium Nos. 1, 2, 3, 4, and 5 and the unit owners in future phases of The Horizons West Condominium Project.
- 3) The common driveway is an easement for ingress-egress for the use and enjoyment of all of the unit owners of The Horizons West Condominium No. 1, No. 2, No. 3, No. 4, No. 5, No. 6 and the future owners of units in the future phases of The Horizons West Condominium Project.

CONDOMINIUM NO. 6

**THE HORIZONS
WEST**

Condominium Units shall mean and comprise the separately numbered dwelling units excluding however all spaces and improvements lying beneath or outside of the undecorated and/or unfinished inner surfaces of the perimeter walls and floors and above the undecorated and/or unfinished inner surfaces or the ceilings of each condominium unit, and further excluding all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing portions and structural columns and further excluding all pipes, ducts, wires, conduits and other facilities running through any interior wall or partition for the furnishing of utility services to other condominium units or to the common elements.

DESCRIPTION OF THE LIMITED COMMON ELEMENTS

Limited common elements shall mean and comprise that portion of the common elements consisting of all the enclosed terraces, balconies, patios, outside storage rooms, if applicable, and front entry alcoves and other designated areas specifically identified, as to each of which areas a right of exclusive use and possession is hereby reserved as an appurtenance to a particular condominium unit.

DESCRIPTION OF COMMON ELEMENTS

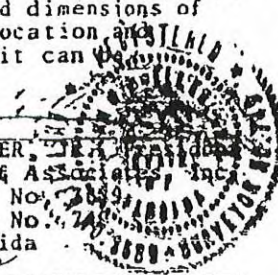
The common elements, include but are not limited to, the land, easements through units for conduits, ducts, plumbing, wiring and other facilities for furnishing of utility services to units and common elements, all structural and bearing elements to the improvements, easements of support in every portion of a unit which contributes to the support of the building, all property and installations required for the furnishing of services to more than one unit or to the common elements.

SURVEYOR'S CERTIFICATE

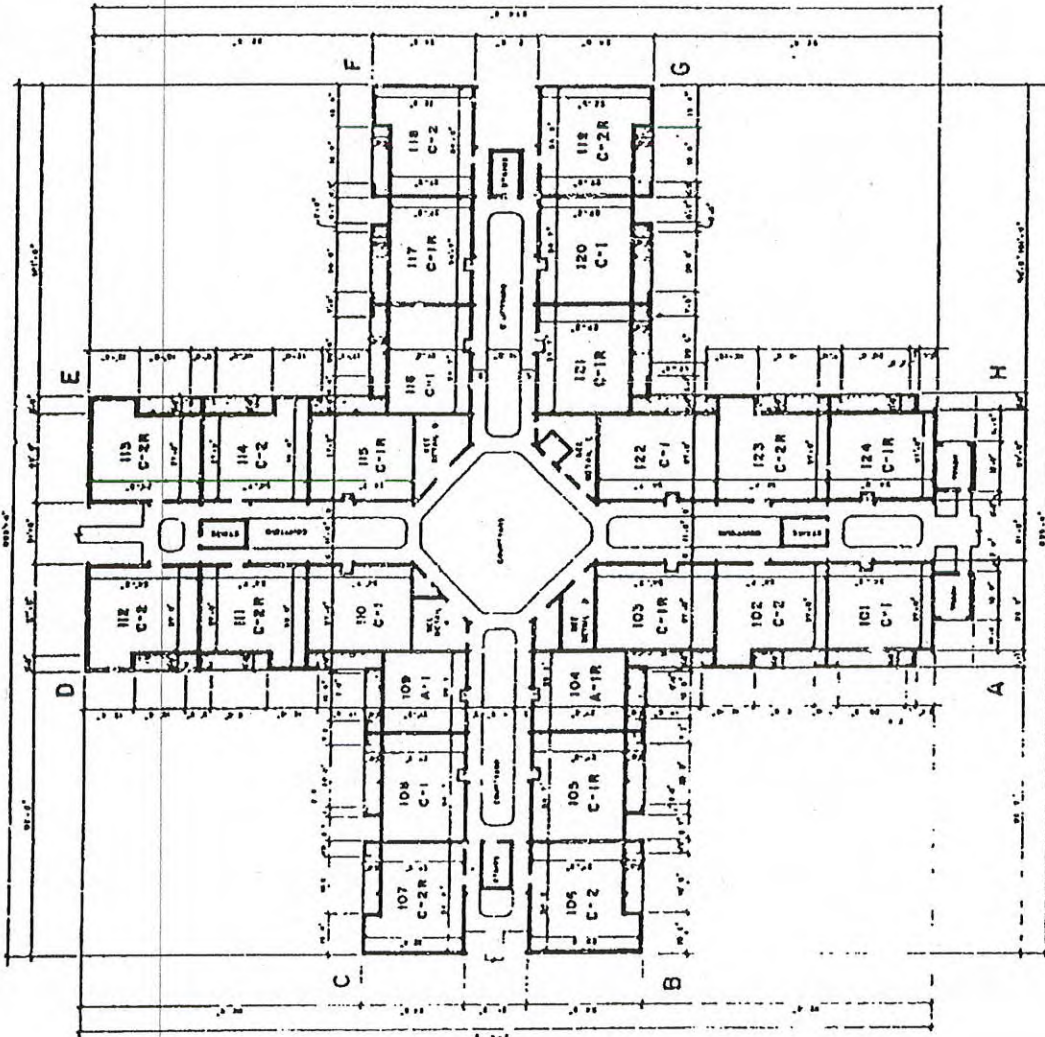
I HEREBY CERTIFY that the construction of the improvements described on this Exhibit 2 is substantially complete so that the materials comprising this Exhibit 2 together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

BY:

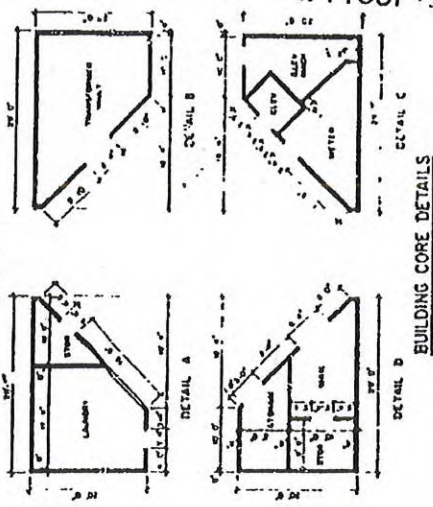
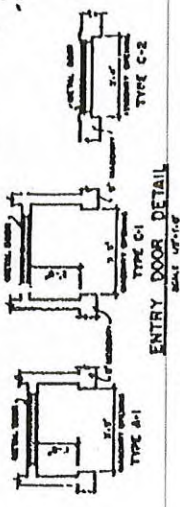
JOHN W. MUELLER, JR.
Jack Mueller & Associates, Inc.
Reg. Engineer No. 2699
Reg. Surveyor No. 240
State of Florida
Date: 1-26-82



REC 11337 PG 1314



FLOOR PLAN
SCALE: 1/8" = 1'-0"



UNIT 101 LOWER BOUNDARY OF THE UNIT
THE 1ST FLOOR UNIT 101 IS THE LOWER BOUNDARY OF THE UNIT
UNIT 101 IS THE LOWER BOUNDARY OF THE UNIT
UNIT 101 IS THE LOWER BOUNDARY OF THE UNIT
UNIT 101 IS THE LOWER BOUNDARY OF THE UNIT

- 1 SEE DETAILS A, B, C, D FOR DIMENSIONS OF UNIT 101, AND ALL OTHER DIMENSIONS OF UNIT 101.
- 2 SEE DETAILS A, B, C, D FOR DIMENSIONS OF UNIT 101, AND ALL OTHER DIMENSIONS OF UNIT 101.
- 3 ALL ENTRY, ALCOVES AND BALCONIES INCLUDING UNIT 101, ARE THE PROPERTY OF THE DEVELOPER AND SHALL REMAIN THE PROPERTY OF THE DEVELOPER.
- 4 THESE PLANS AND SPECIFICATIONS ARE COMPLETE FROM PLANS PREPARED BY THE ARCHITECT, ENGINEER, AND CONSULTANTS AT ACTUAL FIELD SURVEY.
- 5 ALL DIMENSIONS REFER TO NATIONAL GRID AND VERTICAL DATUM OF 1985.

THE HORIZONS WEST

1ST FLOOR PLAN

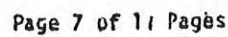
CONDOMINIUM 6

DATE: 10/1/85
REV: 1/1/86

71008 244



63639

[illegible]

11337-1316

THE HORIZONS WEST

3RD FLOOR PLAN

CONDOMINIUM 6

BUILDING CORE DETAILS

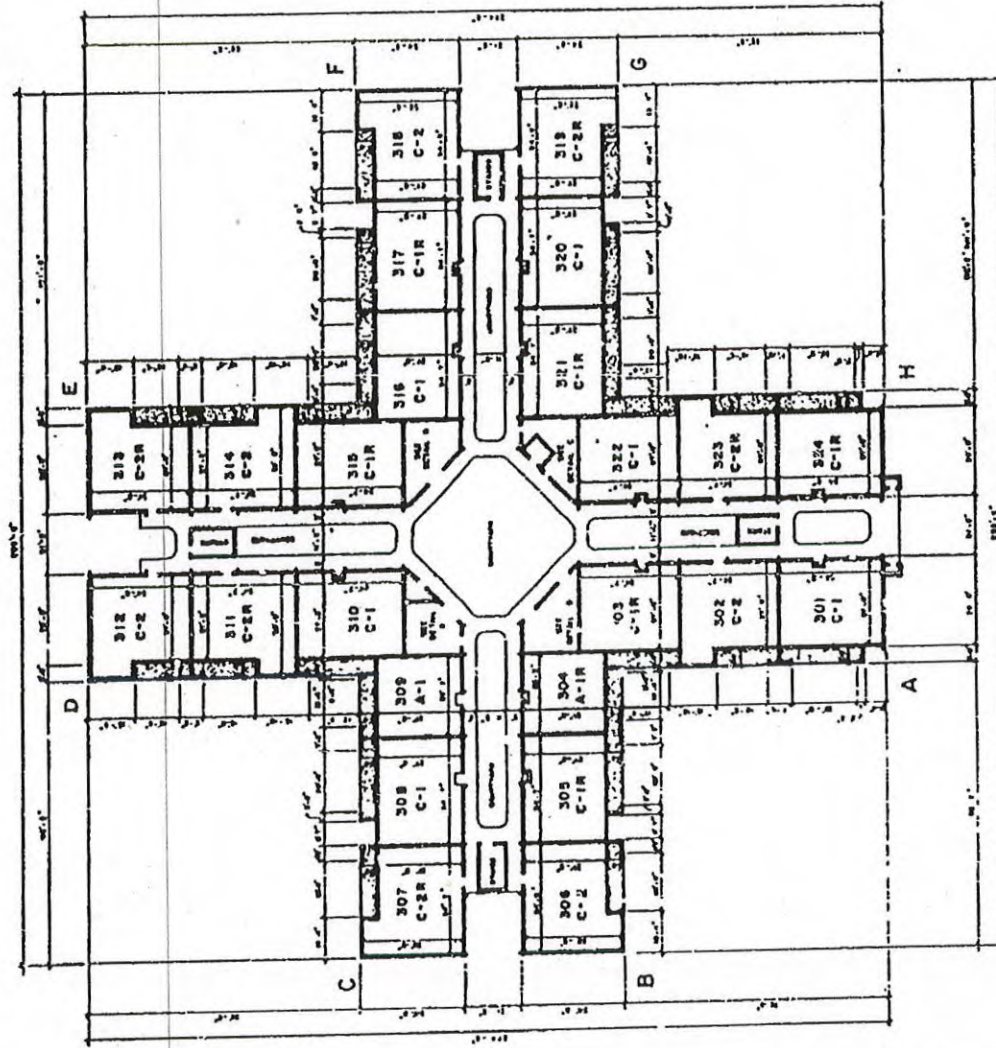
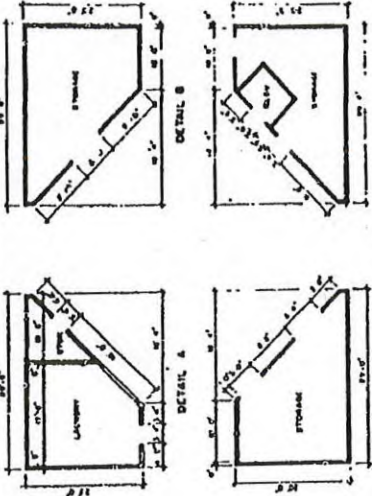
UNIT 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

NOTES

1. SEE DETAILS 3000 AND 3001 FOR BUILDING CORE DETAILS.
2. SEE DETAILS 3002 AND 3003 FOR BUILDING CORE DETAILS.
3. ALL OTHERS ARE TO BE COMPLETED BY THE ARCHITECT.
4. THESE PLANS AND ELEVATIONS ARE COMPLETED FOR THE ARCHITECT'S REVIEW ONLY. THEY ARE NOT TO BE USED FOR CONSTRUCTION WITHOUT THE ARCHITECT'S APPROVAL.
5. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.

ENTRY DOOR DETAIL

TYPE A-1
TYPE A-2
TYPE C-1
TYPE C-2

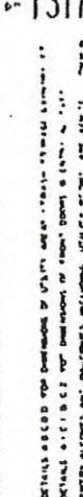
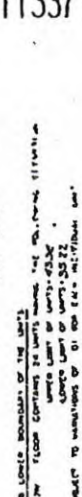
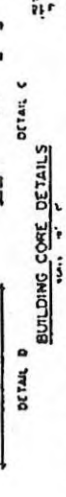
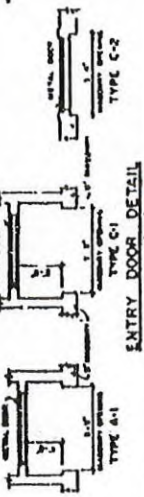
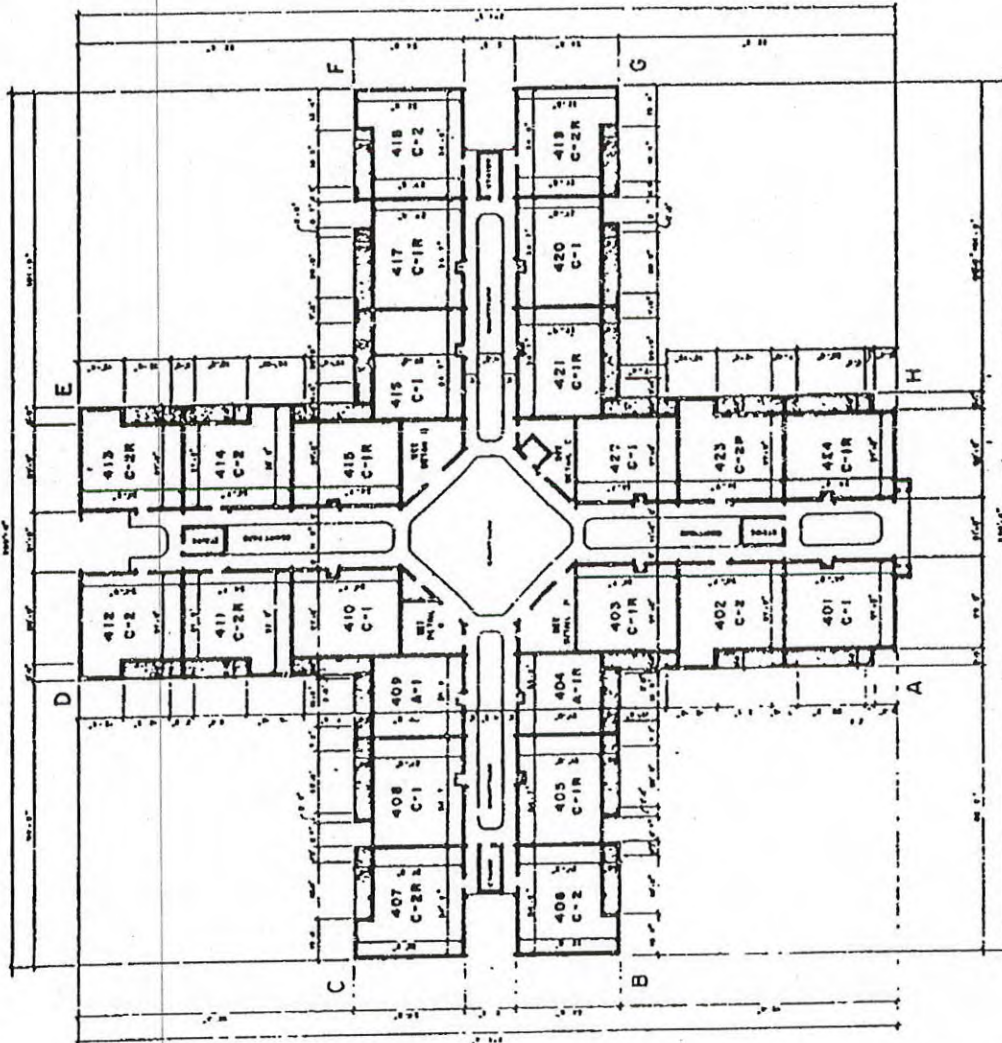


11337-1317

THE HORIZONS WEST

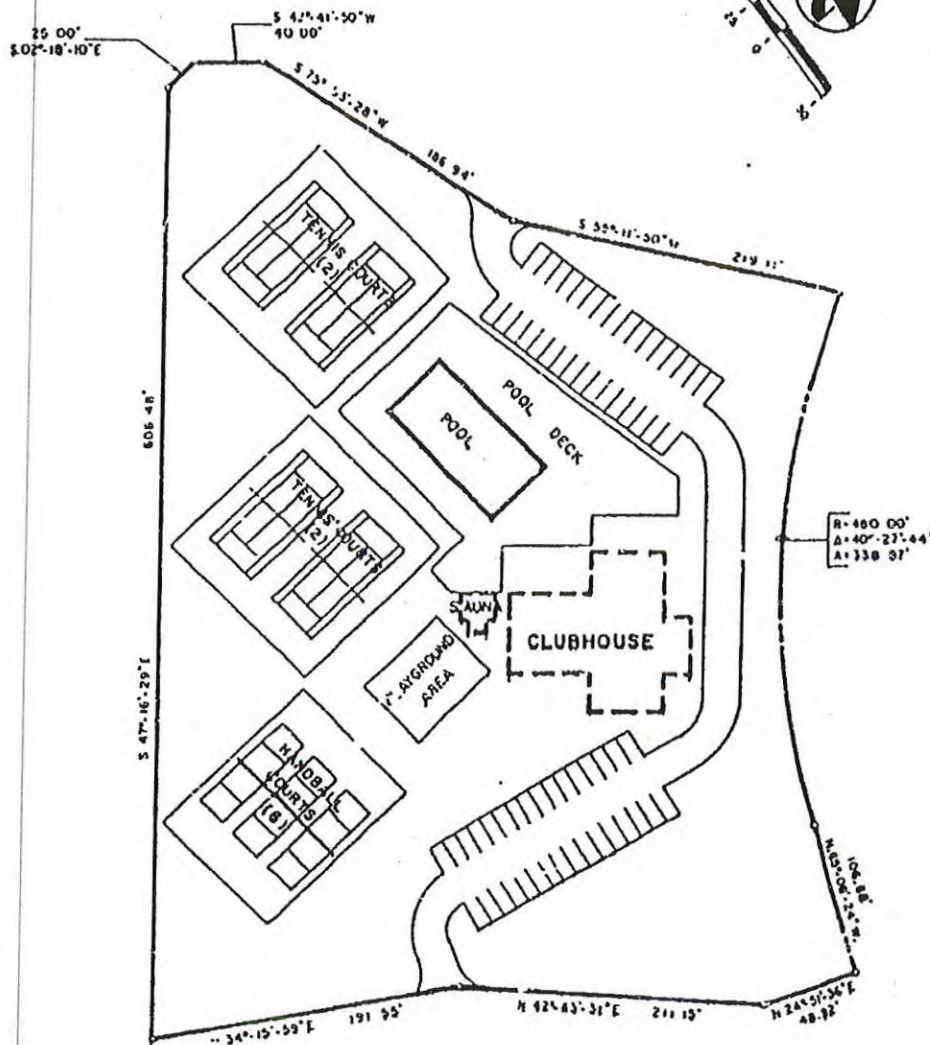
4TH FLOOR PLAN

CONDOMINIUM 6



NOTES

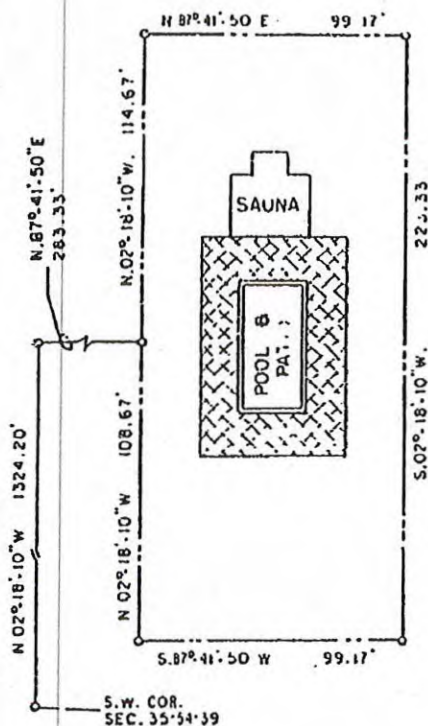
- 1 SEE DETAILS 8-10 FOR DIMENSIONS OF UNIT, AND 8-11 FOR DIMENSIONS OF BUILDING.
- 2 SEE DETAILS 8-12 FOR DIMENSIONS OF ENTRY DOOR, AND 8-13 FOR DIMENSIONS OF ENTRY DOOR WITH TRANSOM.
- 3 ALL ENTRY DOORS ARE 36" HIGH, 36" WIDE, AND 36" DEEP. ALL ENTRY DOORS ARE 36" HIGH, 36" WIDE, AND 36" DEEP. ALL ENTRY DOORS ARE 36" HIGH, 36" WIDE, AND 36" DEEP.
- 4 THESE PLANS AND ELEVATIONS ARE COMPILED FROM PLANS PREPARED BY AN ARCHITECT. ALL ELEVATIONS, TYPES OF MATERIALS, AND DIMENSIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE.



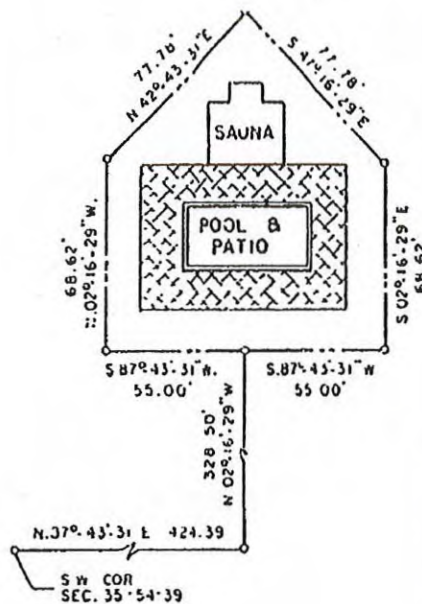
PRIMARY RECREATION AREA

THE HORIZONS WEST

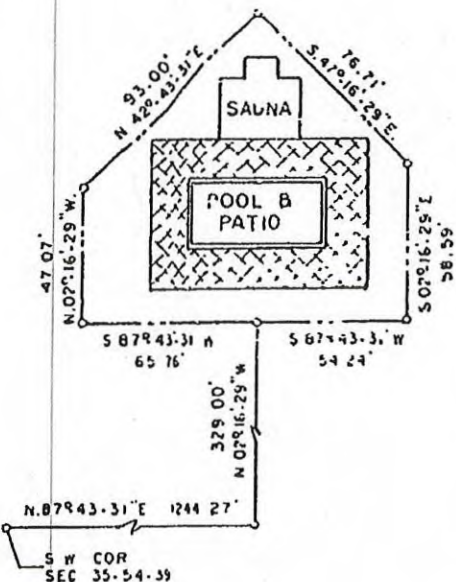
911
REC 11337-1319



TRACT A



TRACT B



TRACT C

NOTE: The Horizons West bathhouses-pools do not constitute either a common element or limited common element of The Horizons West Condominium No. 6. Title to these facilities will be conveyed by P & R Builders, Inc., the Developer of The Horizons West Condominium Project, to the Horizons West Property Owners Association, Inc., a Florida non-profit corporation, before P & R Builders, Inc. conveys title to the last condominium unit in The Horizons West Condominium Project. At the present time Tract A, B & C bathhouses-pools are under construction.



THE HORIZONS WEST BATH HOUSES AND POOLS

EXHIBIT 3

LEGAL DESCRIPTION
FOR THE HORIZONS WEST CONDOMINIUM

Tract A of HORIZONS WEST, according
to the Plat thereof, as recorded in
Plat Book 114, at Page 53, of the
Public Records of Dade County, Florida.

EXHIBIT 3-A

LEGAL DESCRIPTION FOR
THE HORIZONS WEST CONDOMINIUM NO. 1

A portion of the SW $\frac{1}{4}$ of Section 35, Township 54 South, Range 39 East, Dade County, Florida, being particularly described as follows:

Commence at the Southwest corner of said Section 35; thence run N02°18'10"W along the West line of said Section 35 for 1438.86 feet; thence N87°41'50"E for 78.33 feet to the Point of Beginning of the parcel of land herein described; thence from the above established Point of Beginning run N02°18'10"W for 100.00 feet; thence N87°41'50"E for 105.00 feet; thence N02°18'10"W for 92.00 feet; thence N87°41'50"E for 100.00 feet; thence S02°18'10"E for 92.00 feet; thence N87°41'50"E for 93.00 feet; thence S02°18'10"E for 100.00 feet; thence S87°41'50"W for 93.00 feet; thence S02°18'10"E for 102.00 feet; thence S87°41'50"W for 100.00 feet; thence N02°18'10"W for 102.00 feet; thence S87°41'50"W for 105.00 feet to the Point of Beginning.

NOTE: The above described parcel contains 1.13 acres, more or less.

OFF
REC 11337 pc 1322

EXHIBIT 3-B

THE HORIZONS WEST CONDOMINIUM NO. 2

LEGAL DESCRIPTION

A portion of the SW $\frac{1}{4}$ of Section 35, Township 54 South, Range 39 East, Dade County, Florida, being particularly described as follows:

Commence at the Southwest corner of said Section 35; thence run N02°18'10"W along the West line of said Section 35 for 1120.53 feet; thence N87°41'50"E for 78.33 feet to the Point of Beginning of the parcel of land herein described; thence from the above established Point of Beginning run N02°18'10"W for 100.00 feet; thence N87°41'50"E for 105.00 feet; thence N02°18'10"W for 92.00 feet; thence N87°41'50"E for 100.00 feet; thence S02°18'10"E for 92.00 feet; thence N87°41'50"E for 93.00 feet; thence S02°18'10"E for 100.00 feet; thence S87°41'50"W for 93.00 feet; thence S02°18'10"E for 102.00 feet; thence S87°41'50"W for 100.00 feet; thence N02°18'10"W for 102.00 feet; thence S87°41'50"W for 105.00 feet to the Point of Beginning.

NOTE: The above described parcel contains 1.13 acres, more or less.

OFF
REC 11337 PG 1323

EXHIBIT 3-C

THE HORIZONS WEST CONDOMINIUM NO. 3

LEGAL DESCRIPTION

A portion of the SW $\frac{1}{4}$ of Section 35, Township 54 South, Range 39 East, Dade County, Florida, being particularly described as follows:

Commence at the Southwest corner of said Section 35; thence run N02°18'10"W along the West line of said Section 35 for 1324.20 feet; thence N87°41'50"E for 382.50 feet to the Point of Beginning of the parcel of land herein described; thence from the above established Point of Beginning run N02°18'10"W for 55.00 feet; thence N87°41'50"E for 102.00 feet; thence N02°18'10"W for 105.00 feet; thence N87°41'50"E for 100.00 feet; thence S02°18'10"E for 105.00 feet; thence N87°41'50"E for 92.00 feet; thence S02°18'10"E for 100.00 feet; thence S87°41'50"W for 92.00 feet; thence S02°18'10"E for 93.00 feet; thence S87°41'50"W for 100.00 feet; thence N02°18'10"W for 93.00 feet; thence S87°41'50"W for 102.00 feet; thence N02°18'10"W for 45.00 feet to the Point of Beginning.

NOTE: The above described parcel contains 1.13 acres, more or less.

OH
REC 11337 PG 1324

EXHIBIT 3-C

THE HORIZONS WEST CONDOMINIUM NO. 4

LEGAL DESCRIPTION

A portion of the SW $\frac{1}{4}$ of Section 35, Township 54 South, Range 39 East, Dade County, Florida, being particularly described as follows:

Commence at the Southwest corner of said Section 35; thence run N02°18'10"W along the West line of said Section 35 for 694.71 feet; thence N87°41'50"E for 82.34 feet to the Point of Beginning of the parcel of land herein described; thence from the above established Point of Beginning run N42°43'31"E for 102.00 feet; thence N47°16'29"W for 105.00 feet; thence N42°43'31"E for 100.00 feet; thence S47°16'29"E for 105.00 feet; thence N42°43'31"E for 92.00 feet; thence S47°16'29"E for 100.00 feet; thence S42°43'31"W for 92.00 feet; thence S47°16'29"E for 93.00 feet; thence S42°43'31"W for 100.00 feet; thence N47°16'29"W for 93.00 feet; thence S42°43'31"W for 102.00 feet; thence N47°16'29"W for 100.00 feet to the Point of Beginning.

NOTE: The above described parcel contains 1.13 acres, more or less.

EXHIBIT 3-E

THE HORIZONS WEST CONDOMINIUM NO. 5

LEGAL DESCRIPTION

A portion of the SW $\frac{1}{4}$ of Section 35, Township 54 South, Range 39 East, Dade County, Florida, being particularly described as follows:

Commence at the Southwest corner of said Section 35; thence run N02°18'10"W along the West line of said Section 35 for 213.48 feet; thence N87°41'50"E for 87.98 feet to the Point of Beginning of the parcel of land herein described; thence from the above established Point of Beginning run N42°43'31"E for 92.00 feet; thence N47°16'29"W for 93.00 feet; thence N42°43'31"E for 100.00 feet; thence S47°16'29"E for 93.00 feet; thence N42°43'31"E for 102.00 feet; thence S47°16'29"E for 100.00 feet; thence S42°43'31"W for 102.00 feet; thence S47°16'29"E for 105.00 feet; thence S42°43'31"W for 100.00 feet; thence N47°16'29"W for 105.00 feet; thence S42°43'31"W for 92.00 feet; thence N47°16'29"W for 100.00 feet to the Point of Beginning.

NOTE: The above described parcel contains 1.13 acres, more or less.

EXHIBIT 3-F

THE HORIZONS WEST CONDOMINIUM NO. 7 (PROPOSED)

LEGAL DESCRIPTION

A portion of the SW $\frac{1}{4}$ of Section 35, Township 54 South, Range 39 East, Dade County, Florida, being particularly described as follows:

Commence at the Southwest corner of said Section 35; thence run N87°43'31"E along the South line of said Section 35 for 562.20 feet; thence N02°16'29"W for 142.58 feet to the Point of Beginning of the parcel of land herein described; thence from the above established Point of Beginning run N47°16'29"W for 100.00 feet; thence N42°43'31"E for 93.00 feet; thence N47°16'29"W for 102.00 feet; thence N42°43'31"E for 100.00 feet; thence S47°16'29"E for 102.00 feet; thence N42°43'31"E for 105.00 feet; thence S47°16'29"E for 100.00 feet; thence S42°43'31"W for 105.00 feet; thence S47°16'29"E for 92.00 feet; thence S42°43'31"W for 100.00 feet; thence N47°16'29"W for 92.00 feet; thence S42°43'31"W for 93.00 feet to the Point of Beginning.

NOTE: The above described parcel contains 1.13 acres, more or less.

OF
REC 11337 p. 1327

EXHIBIT 3-G

THE HORIZONS WEST CONDOMINIUM NO. 8 (PROPOSED)

LEGAL DESCRIPTION

A portion of the SW $\frac{1}{4}$ of Section 35, Township 54 South, Range 39 East, Dade County, Florida, being particularly described as follows:

Commence at the Southwest corner of said Section 35; thence run N87°43'31"E along the South line of said Section 35 for 969.82 feet; thence N02°16'29"W for 142.81 feet to the Point of Beginning of the parcel of land herein described; thence from the above established Point of Beginning run N47°16'29"W for 100.00 feet; thence N42°43'31"E for 92.00 feet; thence N47°16'29"W for 93.00 feet; thence N42°43'31"E for 100.00 feet; thence S47°16'29"E for 93.00 feet; thence N42°43'31"E for 102.00 feet; thence S47°16'29"E for 100.00 feet; thence S42°43'31"W for 102.00 feet; thence S47°16'29"E for 105.00 feet; thence S42°43'31"W for 100.00 feet; thence N47°16'29"W for 105.00 feet; thence S42°43'31"W for 92.00 feet to the Point of Beginning.

NOTE: The above described parcel contains 1.13 acres, more or less.

011
DEC 11337 P: 1328

E X H I B I T 3-r

THE HORIZONS WEST CONDOMINIUM NO. 9 (PROPOSED)

LEGAL DESCRIPTION

A portion of the SW $\frac{1}{4}$ of Section 35, Township 54 South, Range 39 East, Dade County, Florida, being particularly described as follows:

Commence at the Southwest corner of said Section 35; thence run N87°43'31"E along the South line of said Section 35 for 1378.48 feet; thence N02°16'29"W for 142.81 feet to the Point of Beginning of the Parcel of land herein described; thence from the above established Point of Beginning run N47°16'29"W for 100.00 feet; thence N42°43'31"E for 92.00 feet; thence N47°16'29"W for 93.00 feet; thence N42°43'31"E for 100.00 feet; thence S47°16'29"E for 93.00 feet; thence N42°43'31"E for 102.00 feet; thence S47°16'29"E for 100.00 feet; thence S42°43'31"W for 102.00 feet; thence S47°16'29"E for 105.00 feet; thence S42°43'31"W for 100.00 feet; thence N47°16'29"W for 105.00 feet; thence S42°43'31"W for 92.00 feet to the Point of Beginning.

NOTE: The above described parcel contains 1.13 acres, more or less.

EXHIBIT 3-1

THE HORIZONS WEST CONDOMINIUM NO. 10 (PROPOSED)

LEGAL DESCRIPTION

A portion of the SW $\frac{1}{4}$ of Section 35, Township 54 South, Range 39 East, Dade County, Florida, being particularly described as follows:

Commence at the Southwest corner of said Section 35; thence run N87°43'31"E along the South line of said Section 35 for 1244.27 feet; thence N02°16'29"W for 329.00 feet; thence S87°43'31"W for 65.76 feet; thence N02°16'29"W for 47.07 feet to the Point of Beginning of the parcel of land herein described; thence from the above established Point of Beginning run N47°16'29"W for 100.00 feet; thence N42°43'31"E for 93.00 feet; thence N47°16'29"W for 102.00 feet; thence N42°43'31"E for 100.00 feet; thence S47°16'29"E for 102.00 feet; thence N42°43'31"E for 105.00 feet; thence S47°16'29"E for 100.00 feet; thence S42°43'31"W for 105.00 feet; thence S47°16'29"E for 92.00 feet; thence S42°43'31"W for 100.00 feet; thence N47°16'29"W for 92.00 feet; thence S42°43'31"W for 93.00 feet to the Point of Beginning.

NOTE: The above described parcel contains 1.13 acres, more or less.

0: 11337 : 1330

EXHIBIT 2-C

THE HORIZONS WEST

LEGAL DESCRIPTION - RECREATION AREA

(Main Clubhouse, Pool, Tennis Courts and Handball Courts)

A portion of the SW $\frac{1}{4}$ of Section 35, Township 54 South, Range 39 East, Dade County, Florida, being particularly described as follows:

Commence at the Southwest corner of said Section 35; thence run N87°43'31"E along the South line of said Section 35 for 783.47 feet; thence N02°16'29"W for 493.90 feet to the Point of Beginning of the parcel of land herein described; thence from the above established Point of Beginning run N34°15'59"E for 191.55 feet; thence N42°43'31"E for 211.15 feet; thence N24°51'36"E for 48.92 feet to a point on the Southwesterly Right-of-Way line of S.W. 135th Avenue as said Avenue is shown on the plat of WINSTON PARK TOWN-HOUSES SECTION ONE, according to the plat thereof recorded in Plat Book 102, at Page 25, of the Public Records of Dade County, Florida; thence run the following courses and distances along the said Southwesterly Right-of-Way line of S.W. 135th Avenue: N65°08'24"W for 106.88 feet to a point of curvature of a circular curve to the right; thence to the right along said curve having for its elements a radius of 480.00 feet and a central angle of 40°27'44" for an arc distance of 338.97 feet; thence departing the said Southwesterly Right-of-Way line of S.W. 135th Avenue run S55°11'50"W for 219.11 feet; thence S75°53'28"W for 186.94 feet; thence S42°41'50"W for 40.00 feet; thence S02°18'10"E for 25.00 feet; thence S47°16'29"E for 608.48 feet to the Point of Beginning.

NOTE: The above described property contains 4.53 acres, more or less.

OFF
REC 11337 rs 1331

THE HORIZONS WEST
LEGAL DESCRIPTION - RECREATION AREA
(East Pool and Cabana)

A portion of the SW $\frac{1}{4}$ of Section 35, Township 54 South, Range 39 East, Dade County, Florida, being particularly described as follows:

Commence at the Southwest corner of said Section 35; thence run N87°43'31"E along the South line of said Section 35 for 1244.27 feet; thence N02°16'29"W for 329.00 feet to the Point of Beginning of the parcel of land herein described; thence from the above established Point of Beginning run S87°43'31"W for 65.76 feet; thence N02°16'29"W for 47.07 feet; thence N42°43'31"E for 93.00 feet; thence S47°16'29"E for 76.71 feet; thence S02°16'29"E for 58.59 feet; thence S87°43'31"W for 54.24 feet to the Point of Beginning.

NOTE: The above described parcel contains 0.23 acres. More or less.

OFF
REC 11337 P. 1332

THE HORIZONS WEST

LEGAL DESCRIPTION - RECREATION AREA

(West Pool and Cabana)

A portion of the SW $\frac{1}{4}$ of Section 35, Township 5 $\frac{1}{2}$ South, Range 39 East, Dade County, Florida, being particularly described as follows:

Commence at the Southwest corner of said Section 35; thence run N87°43'31"E along the South line of said Section 35 for 424.39 feet; thence N02°16'29"W for 328.50 feet to the Point of Beginning of the parcel of land herein described; thence from the above established Point of Beginning run S87°43'31"W for 55.00 feet; thence N02°16'29"W for 68.62 feet; thence N42°43'31"E for 77.78 feet; thence S47°16'29"E for 77.78 feet; thence S02°16'29"E for 68.62 feet; thence S87°43'31"W for 55.00 feet to the Point of Beginning.

NOTE: The above described parcel contains 0.24 acres, more or less.

THE HORIZONS WEST
LEGAL DESCRIPTION - RECREATION AREA
(North Pool and Cabana)

A portion of the SW $\frac{1}{4}$ of Section 35, Township 54 South, Range 39 East, Dade County, Florida, being particularly described as follows:

Commence at the Southwest corner of said Section 35; thence run N02°18'10"W along the West line of said Section 35 for 1324.20 feet; thence N87°41'50"E for 283.33 feet to the Point of Beginning of the parcel of land herein described; thence from the above established Point of Beginning run N02°18'10"W for 114.67 feet; thence N87°41'50"E for 99.17 feet; thence S02°18'10"E for 218.33 feet; thence S87°41'50"W for 99.17 feet; thence N02°18'10"W for 103.67 feet to the Point of Beginning.

NOTE: The above described parcel contains 0.51 acres, more or less.

EXHIBIT 4

THE HORIZONS WEST CONDOMINIUM NO. 6

Percentage of Ownership of Common Elements

and

Percentage of Share of Common Expenses and Surplus

101	1.0344	201	1.0344	301	1.0344	401	1.0344
102	1.1037	202	1.1037	302	1.1037	402	1.1037
103	1.0344	203	1.0344	303	1.0344	403	1.0344
104	0.7751	204	0.7751	304	0.7751	404	0.7751
105	1.0344	205	1.0344	305	1.0344	405	1.0344
106	1.1037	206	1.1037	306	1.1037	406	1.1037
107	1.1037	207	1.1037	307	1.1037	407	1.1037
108	1.0344	208	1.0344	308	1.0344	408	1.0344
109	0.7751	209	0.7751	309	0.7751	409	0.7751
110	1.0344	210	1.0344	310	1.0344	410	1.0344
111	1.1037	211	1.1037	311	1.1037	411	1.1037
112	1.1037	212	1.1037	312	1.1037	412	1.1037
113	1.1037	213	1.1037	313	1.1037	413	1.1037
114	1.1037	214	1.1037	314	1.1037	414	1.1037
115	1.0344	215	1.0344	315	1.0344	415	1.0344
116	1.0344	216	1.0344	316	1.0344	416	1.0344
117	1.0344	217	1.0344	317	1.0344	417	1.0344
118	1.1037	218	1.1037	318	1.1037	418	1.1037
119	1.1037	219	1.1037	319	1.1037	419	1.1037
120	1.0344	220	1.0344	320	1.0344	420	1.0344
121	1.0344	221	1.0344	321	1.0344	421	1.0344
122	1.0344	222	1.0344	322	1.0344	422	1.0344
123	1.1037	223	1.1037	323	1.1037	423	1.1037
124	1.0344	224	1.0344	324	1.0344	424	1.0344

TOTAL: 100.0000

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of
THE HORIZONS WEST CONDOMINIUM N°. 6 ASSOCIATION, INC.

Filed on January 25, 1982

The Charter Number for this corporation is 761085

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
25th day of January 1982



CORP 104 Rev. 5-79

George Firestone
Secretary of State

EXHIBIT 4
BY-LAWS
OF
THE HORIZONS WEST CONDOMINIUM NO. 6 ASSOCIATION, INC.

A Corporation Not For Profit

IDENTITY

A. These are the By-Laws of THE HORIZONS WEST CONDOMINIUM NO. 6 ASSOCIATION, INC., (the "Association"), a Florida corporation not for profit, the Articles of Incorporation (the "Articles") of which were filed in the office of the Secretary of State of Florida on . . . The Association has been organized for the purpose of administering the operation and management of the Horizons West Condominium No. 6 (the "Condominium"), established or to be established in accordance with the Florida Condominium Act (the "Act") upon land, situated in Dade County, Florida, described on Exhibit "1" attached hereto and made a part hereof.

B. The provisions of these By-Laws are applicable to the Condominium and are subject to the provisions of the Articles. A copy of the Articles and a copy of these By-Laws will be annexed, as Exhibits, to the Declaration of Condominium (the "Declaration") which will be recorded in the Public Records of Dade County, Florida. The terms and provisions of the Articles and Declaration shall control wherever the same may conflict herewith.

C. All members of the Association and their invitees, including, without limitation, all present or future owners and tenants of dwelling units in the Condominium ("Units") and other persons using the Condominium or any of the facilities thereof in any manner, are subject to these By-Laws, the Articles and the Declaration.

D. The office of the Association shall be at the site of the premises of the Condominium or at such other place as may be established by resolution of the Board of Directors.

E. The fiscal year of the Association shall be the calendar year.

F. The seal of the Association shall bear the name of the Association, the word "Florida", the words "Corporation Not For Profit", and the year of incorporation.

II. MEMBERSHIP, VOTING, QUORUM, PROXIES.

A. The qualification of members of the Association (the "Members") the manner of their admission to membership and termination of such membership, and voting by members, shall be as set forth in Article IV of the Articles, the provisions of which are incorporated herein by reference.

B. A quorum at meetings of members shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

C. The vote of the owner(s) of a Unit owned by more than one natural person, as tenants in common, joint tenants (except a husband and wife as tenants by the entirety), a partnership, or any other association of natural persons, or by a corporation, a trust, or any other entity shall be cast or otherwise exercised, at all meetings at which members of the Association are entitled to vote or otherwise act, by the natural person designated by the owner(s) of such Unit as the "Primary Occupant" thereof. In each instance where title to a Unit is proposed to be conveyed or is otherwise to become vested in more than one natural person (except a husband and wife as tenants by the entirety), a partnership, or any association of natural persons, or a corporation, a trust, or any other entity, the prospective owner(s) shall, by written instrument acceptable to the Association, designate one natural person as the Primary Occupant. The instrument designating the Primary Occupant shall be filed with the Association, and the person so designated shall be and remain the Primary Occupant of the Unit until such designation has been revoked by written instrument executed by the owner(s) of the Unit or by lawful conveyance of the Unit. The Primary Occupant of the Unit shall be the only person entitled to cast or exercise, in person or by proxy, the vote of the owner(s) of such Unit at any meeting of members of the Association shall be required or allowed to vote or otherwise act.

D. Evidence of the approval or disapproval of the owner(s) of a Unit upon any matter, whether or not the subject of an Association meeting, shall be given to the Association by the same person who would cast the vote of such owner if in an Association meeting.

E. Except where otherwise required under the provisions of the Articles, these By-Laws or the Declarations, or where the same may otherwise be required by law, the affirmative vote of the owners of a majority of the Units represented at any meeting of the members duly called, and at which a quorum is present, shall be binding upon the members.

III. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP.

A. The annual meeting of members shall be held, at the office of the Association or such other place in Dade County, Florida, as may be specified in the notice of the meeting at 7:00 P.M. on the second Tuesday in May of each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the Members. If such date shall be a legal holiday the annual meeting date shall be the next succeeding regular business day.

B. Special meetings of Members shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from Members owning a majority of the Units.

C. Notice of all meetings of members shall be given by the Secretary or, in the absence of the Secretary, another officer of the Association, to each Member, unless waived in writing. Each notice shall be written or printed and shall state the time and place of and purpose for which the meeting is called. Written notice of the annual meeting shall be given to each unit owner and be posted in a conspicuous place on the condominium property at least fourteen (14) days prior to the meeting. Unless a Unit owner waives in writing the right to receive notice of the annual meeting by mail, the notice of the annual meeting shall be sent by mail to each Unit owner and the Post Office Certificate of Mailing shall be retained as proof of such mailing.

Notice of any meeting, outside of the annual meeting, shall, if possible, be given to each Member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for the meeting, and shall be mailed or delivered personally to each Member. If delivered personally, receipt of the notice shall be signed by the Member, indicating the date received. If mailed, such notice shall be deemed properly given when deposited in the United States Regular Mail, addressed to the Member at his Post Office address as it appears on the records of the Association, with postage thereon prepaid. Proof of mailing shall be given by the affidavit of the person giving the notice. Any Member may, in writing signed by such Member, waive such notice, and such waiver, when filed in the records of the Association, whether before, at or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Member. Each notice shall in addition be posted in a conspicuous place in each building of the Condominiums at least forty-eight (48) hours prior to said meeting. If any meeting of Members cannot be held because a quorum is not present, or because a greater percentage of the membership required to constitute a quorum for particular purposes is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, the By-Laws or the Declaration, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present.

D. At meetings of Members, the Chairman of the Board, or in his absence, the President, shall preside, or in the absence of both, the Members present shall select a chairman of the meeting.

E. The order of business at annual meetings of Members, and, as far as practical, at other meetings of Members shall be:

- (1) Calling of the roll and certifying of proxies.
- (2) Proof of notice of meeting or waiver of notice.
- (3) Reading or waiver of reading of minutes of previous meeting of Members.
- (4) Reports of officers.
- (5) Reports of committees.
- (6) Appointment by Chairman of inspectors of election.
- (7) Election of Directors.
- (8) Unfinished business.
- (9) New business.
- (10) Adjournment.

IV. BOARD OF DIRECTORS.

A. The first Board of Directors shall consist of three (3) persons who shall be the subscribers to the Articles; succeeding Boards of Directors shall consist of three (3) persons.

At least the majority of each succeeding Board or Directors shall be members of the Association, or shall be authorized representatives, officers or employees of a corporate member of the Association. When Unit owners other than P & R Builders, Inc., a Florida corporation (the "Developer") own fifteen percent (15%) but less than fifty percent (50%) of the Units that ultimately will be operated by the Association, the Unit owners other than the Developer shall be entitled to elect, in the manner provided for in Paragraph B, Article IV of these By-Laws, not less than nor more than one-third (1/3) of the members of the Board of Directors. The Unit owners other than the Developer shall be entitled to elect, in the manner provided in Paragraph B, Article IV of the By-Laws, not less than nor more than a majority of the members of the Board of Directors, three (3) years after sales by the Developer have been closed or fifty percent (50%) but less than ninety percent (90%) of the Units that ultimately will be operated by the Association, or three months after sales have been closed by Developer of ninety percent (90%) of the Units that ultimately will be operated by the Association, or when all of the Units that ultimately will be operated by the Association have been completed and none have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business, whichever shall first occur. The Developer shall have the right to elect in the manner provided in Paragraph B, Article IV of the By-Laws the members of the Board of Directors which other Unit owners are not entitled to elect as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium. Notwithstanding the foregoing, the Developer shall be entitled at any time to waive its rights hereunder, by execution and delivery to the Association of a written waiver, and thereafter to vote in elections for members of the Board of Directors in the same manner as any other Unit owner.

B. Directors shall be elected in the following manner:

(1) Commencing with the election of the first Board to succeed the Board comprised of the Subscribers of the Articles, Developer shall designate that number, and the identity, of the members of the Board, which it shall be entitled to designate in accordance with the Articles and these By-Laws, and upon such designation by Developer, by written instrument presented to the meeting at which such election is held, the persons so designated by Developer shall be deemed and considered for all purposes Directors of the Association, and shall thenceforth hold the offices and perform the duties of such Directors until their successors shall have been elected or designated, as the case may be, and qualified in accordance with the By-Laws.

(2) All members of the Board whom Developer shall not be entitled to designate under these By-Laws shall be elected, by a majority of the votes cast at the annual meeting of the members, immediately following the designation of the members of the Board whom Developer shall be entitled to designate.

(3) Vacancies on the Board may be filled, to expire on the date of the next annual meeting, by the remaining Directors; except that, should any vacancy in the Board be created in any directorship previously filled by a person designated by Developer, such vacancy shall be filled by Developer designation, by written instrument delivered to any officer of the Association, the successor Director, who shall fill the vacated directorship for the unexpired term thereof.

(4) If, at the time of the first annual meeting of members, Unit owners other than the Developer are entitled to elect some or all of the Directors, the terms of office of such Directors shall be one (1) year. The term of office of all Directors designated by the Developer shall also be for one (1) year. Directors shall hold office for the terms for which elected or designated, and thereafter until their successors are duly elected, or designated by Developer, and qualified, or until removed in the manner elsewhere herein provided or as provided by law.

(5) In the election of Directors, there shall be apportionment to each Unit as many votes for Directors as there are Directors to be elected; provided, however, that no member or owner of any Unit may cast more than one vote for any person nominated as a Director; it being the intent hereof that voting for Directors shall be non-cumulative.

(6) In the event that Developer selects any person or persons to serve on any Board, Developer shall have the absolute right at any time, in its sole discretion, to replace any such person or persons with another person or other persons to serve on the Board. Replacement of any person or persons designated by Developer to serve on any Board shall be made by written instrument delivered to any officer of the Association, which instrument shall specify the name or names of the person or persons designated as successor or successors to the persons so removed from the Board. The removal of any Director and designation of his successor shall be effective immediately upon delivery of such written instrument by Developer to any officer of the Association.

C. The organizational meeting of a newly elected or designated Board shall be held immediately following the adjournment of the membership meeting at which they were elected, and no further notice of the organizational meeting shall be necessary; provided, however, that a quorum shall be present.

D. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors, and shall be open to all members of the Association. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least seven (7) days prior to the day named for such meeting, unless notice is waived; notice shall also be posted in a conspicuous place in each building of the Condominiums at least forty-eight (48) hours prior to said meeting.

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E. Special meetings of the Board may be called by the President, and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than three (3) days notice of a special meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting. Such notice shall also be posted in a conspicuous place in each building of the Condominium at least forty-eight (48) hours prior to said meeting.

F. Any Director may waive notice of a meeting before, at or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

G. A quorum at meetings of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as may specifically be provided in the Articles, these By-Laws or the Declaration. If any meeting of the Board cannot be held because a quorum is not present, or because the greater percentage of the Directors required to constitute a quorum for particular purposes is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, these By-Laws or the Declaration, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

H. The presiding officer of meetings of the Board of Directors shall be the Chairman of the Board, if such officer has been elected, or, if not, the President of the Association. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

I. All of the powers and duties of the Association shall be exercised by the Board, including those existing under the law of Florida, the Articles, these By-Laws and the Declaration. Such powers and duties shall be exercised in accordance with the Articles, these By-Laws and the Declaration, and shall include, without limitation, the right, power and authority to:

(1) Make, levy and collect assessments against Owners and Members' Units to defray the costs of the Condominium, including, if assumed to the Condominium as a whole, the costs of paying assessments levied against the Condominium by The Horizons West Property Owners Association, Inc., for maintenance and management of the recreation parcel, and driving area, for the use and benefit of members and to use the proceeds of assessments in the exercise of the powers and duties of the Association.

(2) Maintain, repair, replace, operate and manage the Condominium wherever the same is required to be done and accomplished by the Association for the benefit of Members;

(3) Repair and reconstruct improvements after casualty;

(4) Make and amend regulations governing the use of the property, real and personal, in the Condominium, provided, however, that such regulations or amendments thereto shall not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles and Declaration;

(5) Approve or disapprove proposed purchasers and lessees of Units and to exercise or waive the Association's right of first refusal of each proposed sale of a Unit in the manner specified in the Declaration. The President or the Vice President of the Association are and shall be authorized to approve (but not to disapprove) any proposed purchaser or lessee, or to waive (but not to exercise) the Association's right of first refusal, and to execute, on behalf of the Association, appropriate documents to evidence same;

(6) Acquire, own, hold, operate, lease, encumber, convey, exchange, manage and otherwise trade and deal with the property, real and personal, including Units, of and in the Condominium, as may be necessary or convenient in the operation and management of the Condominium, and in accomplishing the purposes set forth in the Declaration;

(7) Contract for the management and maintenance of the condominium properties and to authorize a management agent to assist the association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds as shall be made available by the association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the association.

(8) Enforce by legal means the provisions of the Articles, these By-Laws, the Declarations and all regulations governing the use of properties of and in the Condominiums hereafter adopted;

(9) Pay all taxes and assessments which are liens against any part of the Condominium other than Units and the appurtenances thereto, and to assess the same against the members and their respective Units subject to such liens;

(10) Carry insurance for the protection of the members and the Association against casualty and liability;

(11) Pay all costs of power, water, sewer and other utility services rendered to the Condominium and not billed to the owners of the separate Units;

(12) Employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

J. The first Board of Directors of the Association shall be comprised of the three (3) subscribers to the Articles. Thereupon, Subscribers of the Articles who shall serve until their successors are designated by Developer or elected at the annual meeting of the members in the year 1982. Should any member of the first Board be unable to serve for any reason, Developer shall have the right to select and designate a successor to act and serve for the unexpired term of the Director who is unable to serve.

K. Directors may be removed from office in the manner provided by law for the removal of Directors of Florida corporations not for profit.

V. ADDITIONAL PROVISIONS-MEETINGS OF MEMBERS AND DIRECTORS.

A. Notwithstanding anything contained in these By-Laws to the contrary, any meeting of members or the Board may be held at any place, within or without the State of Florida, designated in the notice of any such meeting, or notice of which is waived.

B. To the extent now or from time to time hereafter permitted by the laws of Florida, the Board may take action which it might take at a meeting of the Board without a meeting; provided, that a record of all such actions so taken, signed by each Director, shall be filed and retained in the minute book of the Association.

VI OFFICERS.

A. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall deem advisable from time to time. The President shall be elected from the membership of the Board, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, that the offices of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary be held by the same person. The Board may from time to time elect such other officers, and designate their powers and duties, as the Board may deem necessary and proper to manage the affairs of the Association. Officers may be removed from office by the Board.

B. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of a corporation not for profit, including, but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. He shall have such additional powers as the Board may designate.

C. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board.

D. The Secretary shall keep the minutes of all proceedings of the Board and the Members. He shall attend to the giving and serving of all notices to the Members and Board, and such other notices as may be required by law. He shall have custody of the seal of the Association, and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of a corporation not for profit and as may be required by the Board and the President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

E. The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members, he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

F. The compensation of all officers and employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a Director as an employee of the Association, not preclude contracting with a Director for the management of the Condominium.

VII. FISCAL MANAGEMENT.

The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

A. The Assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Unit. Such account shall designate the name and mailing address of the owner(s) and mortgagee(s) (if known) of each Unit, the amount of each assessment against the owner(s) of each Unit, the amount of each assessment and due date thereof, and all amounts paid, and the balance due upon each assessment.

B. The Board shall adopt, for and in advance of, each calendar year, a budget showing the estimated costs of performing all of the functions of the Association for the year. Each budget shall show the total estimated expenses of the Association for that year and shall contain an itemized breakdown of the Common Expenses, which shall include, without limitation, the costs of operating and maintaining the Common Elements and Limited Common Elements, wages and salaries of Association employees, management, legal and accounting fees, office supplies, public utility services not metered or charged separately to Units, premiums for insurance carried by the Association and any reserve accounts and/or funds which may be established from time to time by the Board.

Each budget shall also show the proportion of each of the total estimated expenses to be assessed against and collected from the owner(s) of each unit and the due date(s) and amounts of installments thereon. Unless changed by the Board the fiscal year of the Association shall be the calendar year. If any budget is subsequently amended, a copy shall be furnished to each affected member. Delivery of a copy of any budget or amended budget to a member shall not affect the liability of any member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of the budget and assessments levied pursuant thereto. Nothing herein contained shall be construed as a limitation upon the additional assessment in the event that any budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

C. A copy of the proposed annual budgets of the Association shall be mailed to the Unit owners not less than thirty (30) days prior to the meeting of the Board at which the budget will be considered, together with a notice of the time and place of that meeting. Such meeting of the Board shall be open to Unit owners. If a budget is adopted by the Board which requires assessment of the Unit owners in any budget year exceeding 11% of such assessments for the preceding budget year, upon written application of ten percent (10%) of the Unit owners, a special meeting of the Unit owners shall be held upon not less than ten (10) days written notice to each Unit owner, but within thirty (30) days of the delivery of such application of the Board or any member thereof, at which special meeting, Unit owners may consider only and enact only a revision of the budget or recall any and all members of the Board and elect their successors. Any such revision of the budget shall require a vote of not less than two-thirds (2/3) of the whole number of votes of all Unit owners. Any recall of any and all members of the Board of Directors shall require a vote of not less than a majority of the whole number of votes of all Unit owners. The Board may in any event, first propose a budget to the Unit owners at any such meeting of members or by writing, and if such budget or proposed budget be approved by a majority of the whole number of votes of all Unit owners, either at such meeting or by writing, such budget shall not thereafter be reexamined by the Unit owners in the manner hereinabove set forth nor shall any and all members of the Board be recalled under the terms hereof.

D. In determining whether assessments exceed 11% of similar assessments in the prior budget year, there shall be excluded in the computation for reasonable reserves made by the Board in respect of repair and replacement of Condominium or Association property or property owned or maintained in part by the The Horizons West Property Owners Association, Inc., (the "Property Owners Association"), if its assessments are due directly to the condominium as a whole, or in respect of anticipated expenses by the Association or "The Horizons West Association", if so assessed to the condominium as a whole, which are not anticipated to be incurred on a regular or annual basis; and there shall be excluded from such computation, assessments for betterments to the Condominium property or property owned or maintained by the Property Owners Association if so assessed to the condominium as a whole. Provided, however, that so long as Developer is in control of the Board of Directors the Board shall not impose an assessment for a budget year greater than 11% of the prior budget year's assessment without approval of a majority of the whole number of votes of all Unit owners.

E. Upon adoption of budgets, the Board shall cause a written copy thereof to be delivered to each Unit owner. Assessments shall be made against Unit owners pursuant to procedures established by the Board, and in accordance with terms of the Declaration and Articles. Unit owners shall be liable to pay assessments not more often than monthly. Provided, however, that the lien or lien rights of the Association shall not be impaired by failure to comply with procedures established pursuant to these By-Laws.

F. If the Association shall be the designated Association for more than one condominium, notwithstanding the fact that the Association shall maintain separate books of account for each of the condominiums, all sums collected by the Association from all assessments against all Units in the Condominiums may be commingled in a single fund, or divided into more than one fund, as determined from time to time by the Board of Directors.

G. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board, in which all monies of the Association shall be deposited. Withdrawal of monies from such bank(s) shall be only by checks signed by such persons as are designated by the Board.

H. A summary of the accounts of the Association shall be prepared annually and a copy of the report shall be furnished to each Member not later than April 1, of the year following the year for which the report is made.

I. Fidelity bonds may be required by the Board from all officers, employees and/or agents of the Association handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

VIII. PARLIAMENTARY RULES.

Roberts' Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles, these By-Laws or the laws of Florida.

IX. AMENDMENTS TO BY-LAWS.

Amendments to these By-Laws shall be proposed and adopted in the following manner:

A. Amendments to these By-Laws may be proposed by the Board, acting upon vote of a majority of the Directors, or by members owning a majority of the Units in the Condominium, whether meeting as members or by instrument in writing signed by them.

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B. Upon any amendment or amendments to these By-Laws being proposed by the Board of Directors, such amendment or amendments shall be transmitted to the President of the Association, or acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the members for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the members is required as herein set forth; provided, that proposed amendments to the By-Laws may be considered and voted upon at annual meetings of the members.

C. In order for such amendment or amendments to become effective, the same must be approved by an affirmative votes of the owners of units to which not less than seventy-five percent (75%) of the Common Elements are appurtenant and a copy of such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be incorporated into an amendment of the Declaration and recorded in the Public Records of Dade County, Florida, within thirty (30) days from the date on which any amendment or amendments have been affirmatively approved by the members.

D. At any meeting held to consider such amendment or amendments to these By-Laws, the written vote of any member shall be recognized if such member is present at such meeting in person or by proxy, provided such written vote is delivered to the Secretary at or prior to such meeting.

E. Notwithstanding the foregoing provisions of this Article IX, no amendment to these By-Laws which shall abridge, amend or alter the right of Developer to designate members of each Board of Directors of the Association, as provided in Article IV hereof, may be adopted or become effective without the prior written consent of Developer.

The foregoing were adopted as the By-Laws of THE HORIZONS WEST CONDOMINIUM, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 27th day of January, 1982.

DATED: _____

JOHN F. LANE, Secretary

ROBERT C. HENRY, President

(CORPORATE SEAL)

CLERK NOTE:
FOR CONDOMINIUM PLANS SEE OFFICIAL
RECORDS CONDOMINIUM PLANS BK. 134 PAGE 24

RICHARD F. BRINKER, CLERK
CIRCUIT & COUNTY COURT

BY *Richard F. Brinker* D.C.

-12-

SWORN TO OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RICHARD F. BRINKER,
CLERK CIRCUIT COURT

DEC 11 1937 1336

F11

ARTICLES OF INCORPORATION

OF

THE HORIZONS WEST CONDOMINIUM NO. 6 ASSOCIATION, INC.

A Corporation Not For Profit

In order to form a corporation under the laws of Florida, for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purposes and with the powers herein specified; and to that end we do, by these Articles of Incorporation, set forth:

I.

The name of the Corporation shall be:

THE HORIZONS WEST CONDOMINIUM NO. 6
ASSOCIATION, INC., (the "Association").

II.

The purposes and objects of the Association shall be to administer the operation and management of THE HORIZONS WEST CONDOMINIUM NO. 6 (the "Condominium"), to be established as a condominium in accordance with the Florida Condominium Act (the "Act") upon land; situated in Dade County, Florida, described on Exhibit "1" attached hereto and by this reference made a part hereof and to perform the acts and duties incident to operation and management of such Condominium in accordance with the provisions of these Articles of Incorporation, the By-Laws of the Association which will be adopted (the "By-Laws"), and the Declaration of Condominium of the Condominium (the "Declaration"), which will be recorded in the Public Records of Dade County, Florida, when the Land, and the improvements constructed thereon, are submitted to the condominium form of ownership; and to own, operate, encumber, lease, manage, sell, convey, exchange, and otherwise deal with the Land, the improvements and such other property, real and/or personal, as may be or become a part of the Condominium (the "Condominium Property") to the extent necessary or convenient in the administration of the Condominium. The Association shall be conducted as a non-profit organization for the benefit of its members.

III.

The Association shall have the following powers:

A. All of the powers and privileges granted to corporations not for profit under the law pursuant to which this Corporation is chartered.

B. All of the powers reasonably necessary to implement and effectuate the purposes of the Association, including, without limitation, the power, authority and right to:

1. Make and establish reasonable rules and regulations governing the use of the Units, Common Elements, and Limited Common Elements, in and of the Condominiums as such terms are defined in the Declaration.

2. Levy and collect assessments against members of the Association to defray the Common Expenses of the Condominiums as provided in the Declaration and the By-Laws; including the power to levy and collect assessments for the purpose of paying assessments levied against Units in the Condominium by the

THE HORIZONS WEST Property Owners Association, Inc., (the "Property Owners Association"), and for the purpose of acquiring, owning, holding, operating, leasing, encumbering, selling, conveying, exchanging, managing and otherwise dealing with the Condominium Property, including Units, which may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration.

3. Maintain, repair, replace, operate and manage the Condominium Property including the right to reconstruct improvements after casualty and further to improve and add to the Condominium Property.

4. Contract for the management and maintenance of the condominium properties and to authorize a management agent to assist the association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds as shall be made available by the association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

5. Enforce the provisions of these Articles of Incorporation, the Declarations, the By-Laws, and all rules and regulations governing the use of the Condominium which may be from time to time established.

6. Exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association in the Declaration and the Act.

IV.

The qualification of members, the manner of their admission to and termination of membership, and voting by members shall be as follows:

A. The record owners of all Units in the Condominium shall be members of the Association, and no other persons or entities shall be entitled to membership, except as provided for in Paragraph E, Article IV, hereof.

B. Membership shall be established by the acquisition of fee title to a Unit in the Condominium, or by acquisition of a fee ownership interest therein, by voluntary conveyance or operation of law, and the membership of any person or entity shall be automatically terminated when such person or entity is divested of all title or his entire fee ownership in such Unit; provided that nothing herein contained shall be construed as terminating the membership of any person or entity owning fee title to or a fee ownership interest in two or more Units at any time while such person or entity shall retain fee title to or a fee ownership interest in any Unit.

C. The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Unit(s) owned by such member. The funds and assets of the Association shall be expended, held or used only for the benefit of the membership and for the purposes authorized herein, in the Declaration, and in the By-Laws.

D. On all matters on which the membership shall be entitled to vote, there shall be one, and only one, vote for each Unit in the Condominium, which vote may be exercised or cast by the owner(s) of each Unit as will be provided for in the By-Laws. Should any member own more than one Unit, such member shall be entitled to exercise or cast one (1) vote for each such Unit, in the manner provided by the By-Laws.

E. Until such time as the Land, and the improvements constructed thereon, are submitted to the condominium form of ownership by recordation of the Declaration in the Public Records of Dade County, Florida, the membership of the Association shall be comprised of the Subscribers to these Articles, each of whom shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

V.

The Association shall have perpetual existence.

VI.

The principal office of the Association shall be located in Florida, but the Association may maintain offices and transact business in such places, within or without the State of Florida, as may from time to time be designated by the Board of Directors.

VII.

The affairs of the Association shall be managed by the President of the Association assisted by the Vice Presidents, Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers, subject to the directions of the Board of Directors. The Board of Directors, or the President with the approval of the Board of Directors, may employ a managing agent, agency and/or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the Condominium and the affairs of the Association, and any and all such persons and/or entity or entities may be so employed without regard to whether any such person or entity is a member of the Association or a Director or officer of the Association, as the case may be.

VIII.

The Board of Directors shall be composed of three persons until such time as the Developer has conveyed title to all Units in the Condominium. The number of members of succeeding Board of Directors shall be from three to five, the actual number to be determined by a majority vote of members present at a duly called meeting of the Association where a quorum is present.

The Directors shall be elected by the members of the Association at the annual meetings of the membership as provided by the By-Laws. At least a majority of the members of all Boards of Directors shall be members of the Association or shall be authorized representatives, officers, agents or employees of a corporate member of the Association.

When Unit owners other than F & R Builders, Inc., a Florida corporation, (the "Developer") own fifteen percent (15%) but less than fifty percent (50%) of the Units that ultimately will be operated by the Association, the Unit owners other than the Developer shall be entitled to elect, in a manner to be provided in the By-Laws, not less than nor more than one-third (1/3) of the members of the Board of Directors. Unit owners other than the Developer shall be entitled to elect, in a manner to be provided in the By-Laws, not less than nor more than a majority of the members of the Board of Directors three years after sales by the Developer have been closed of fifty percent (50%) but less than ninety percent (90%), of the Units that will be operated ultimately by the Association, three months after sales have been closed by the Developer of ninety percent (90%) of the Units that ultimately will be operated by the Association, or when all of the Units that ultimately will be operated by the Association have been completed, and some have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business, whichever shall first occur. The Developer shall have the right to elect, in the manner to be provided in the By-Laws, all members of the Board of Directors which Unit owners other than the Developer are not entitled to elect as long as the Developer holds for sale in the ordinary course of business any Units in the Condominium and the Developer shall be entitled to elect not less than one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium. Notwithstanding the foregoing, the Developer shall be entitled at any time to waive in writing its rights hereunder, and thereafter to vote in elections for members of the Board of Directors in the same manner as any other member of the Association. After Unit owners other than the Developer elect a majority of the members of the Board of Directors, the Developer shall, within a reasonable time and in a manner to be provided in the By-Laws, relinquish control of the Association and shall deliver to the Association all property of the Unit owners and of the Association held or controlled by the Developer. The Developer shall be under no obligation to manage or control the Association or to appoint its representatives to the Board of Directors and may, at any time, relinquish any rights it has to do so and have its representatives on the Board resign.

IX.

The Board of Directors shall elect a President, Secretary and Treasurer and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall deem advisable from time to time. The President shall be elected from the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

The names and residence addresses of the members of the first Board of Directors, who, subject to the provisions of the laws of Florida, these Articles of Incorporation and the By-Laws, shall hold office until the annual meeting of the association in the year 1983 and thereafter until their successors are selected and have qualified, are as follows:

Robert C. Bigham
9555 N. Kendall Drive
Miami, FL 33176

John T. Lane
9555 N. Kendall Drive
Miami, FL 33176

Dixie F. Brinkman
9555 N. Kendall Drive
Miami, FL 33176

XI.

The Subscribers to these Articles of Incorporation are the persons herein named to act and serve as members of the first Board of Directors of the Association. The names of the Subscribers, and their respective residence addresses, are set forth in Article X hereof.

XII.

The officers of the Corporation, who shall hold office until their successors are elected pursuant to these Articles of Incorporation and the By-Laws, and have qualified, shall be the following:

Robert C. Bigham, President

Dixie F. Brinkman Vice President

John T. Lane, Secretary/Treasurer

XIII.

The original By-Laws of the Association shall be adopted by a majority vote of the Subscribers to these Articles of Incorporation at a meeting at which a majority of the Subscribers is present and, thereafter, the By-Laws may be altered or rescinded by affirmative vote of two-thirds (2/3) of the votes entitled to be cast by members of the Association.

XIV.

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties;

provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. In no way shall this Paragraph relieve either the officers or members of the Board of Directors of the Association of their fiduciary responsibilities and relationship to the Association and its members in the event of improper action on their part.

XV.

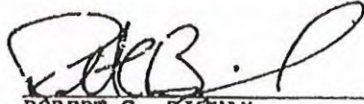
An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by the members of the Association owning a majority of the Units in the Condominium, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by the Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or the acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written notice of such meeting, stating the time and place of the meeting; and stating the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than fourteen (14) days nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his Post Office address as it appears on the records of the Association, with postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Association, whether before, during or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of the members holding not less than two-thirds (2/3) of the votes in the Association in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of State of the State of Florida. A certified copy of each such amendment of these Articles of Incorporation shall be recorded in the Public Records of Dade County, Florida, within thirty (30) days from the date on which the same is filed in the office of the Secretary of State. Notwithstanding the foregoing provisions of this Article XV, no amendment to these Articles of Incorporation which shall abridge, amend or alter the right of Developer to designate and select members of the Board of Directors of the Association, as provided in Article VIII hereof, may be adopted or become effective without the prior written consent of Developer.

OUT
REC 11337-1342

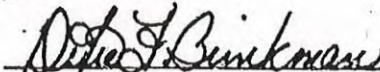
XVI.

Upon affirmative vote of a majority of the Board of Directors and not less than seventy-five percent (75%) of the members, the Association may be merged into the Property Owners Association.

IN WITNESS WHEREOF, the Subscribers hereto have hereunto set their hands and seals this 25th day of January, 1982.


ROBERT C. BIGHAM


JOHN T. LANE

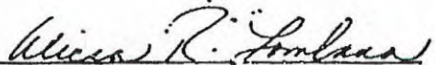

DIXIE F. BRINKMAN

STATE OF FLORIDA

COUNTY OF DADE

BEFORE ME, the undersigned authority, personally appeared Robert C. Bigham, John T. Lane and Dixie F. Brinkman who, being by me first duly sworn on oath, acknowledged that they executed the foregoing Articles of Incorporation for the purposes therein expressed, this day of

(Notarial Seal)


NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR 20 1983
BONDED \$100,000.00, DALLAS, TEXAS

OFF
11337-1343

F11

CERTIFICATE DESIGNATING PLACE OF BUSINESS FOR SERVICE
OF PROCESS WITHIN THIS STATE, NAMING AGENT JAMES H. HUGHES '82
PROCESS MAY BE SERVED

51
CORPORATION
MIAMI FLORIDA

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

THAT, THE HORIZONS WEST CONDOMINIUM NO. 5 ASSOCIATION, INC.,
desiring to organize under the laws of the State of
Florida, with its principal offices at 9555 North
Kendall Drive, County of Dade, State of Florida, has
named MORRIS J. WATSKY, whose office
is located at 9555 North Kendall Drive, Miami, Florida .
33176, as its agent to accept service of process within
the State.

ACKNOWLEDGMENT

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

M - J. Watsky
MORRIS J. WATSKY

THE HORIZONS WEST CONDOMINIUM NO. 6

LEGAL DESCRIPTION

A portion of the SW $\frac{1}{4}$ of Section 35, Township 54 South, Range 39 East, Dade County, Florida, being particularly described as follows:

Commence at the Southwest corner of, said Section 35; thence run N02°18'10"W along the West line of said Section 35 for 522.66 feet; thence N87°41'50"E for 353.94 feet to the Point of Beginning of the parcel of land herein described; thence from the above established Point of Beginning run N47°16'29"W for 102.00 feet; thence N42°43'31"E for 100.00 feet; thence S47°16'29"E for 102.00 feet; thence N42°43'31"E for 105.00 feet; thence S47°16'29"E for 100.00 feet; thence S42°43'31"W for 105.00 feet; thence S47°16'29"E for 92.00 feet; thence S42°43'31"W for 100.00 feet; thence N47°16'29"W for 92.00 feet; thence S42°43'31"W for 93.00 feet; thence N47°16'29"W for 100.00 feet; thence N42°43'31"E for 93.00 feet to the Point of Beginning.

NOTE: The above described parcel contains 1.13 acres, more or less.