

Declaration of Covenants and Restrictions of Winston Park Association

**WINSTON PARK ASSOCIATION
DECLARATION OF COVENANTS AND RESTRICTIONS**

This Declaration made this 16 day of July, 1973, by Centex Homes Corporation, a Nevada corporation, authorized to do business in Florida, hereinafter referred to as the "Developer"

WITNESSETH:

WHEREAS. Developer is the owner of certain property designated on Exhibit "A" located in Dade County, Florida, which is attached hereto and made a part hereof, and

WHEREAS, the Developer intends that said real estate, and the "Additional Property" as hereinafter described, shall be improved in stages from time to time substantially in accordance with that General Plan of Development hereinafter referred to; and

WHEREAS, the said General Plan of Development contemplates the ultimate establishment of a residential community including therein various Common Properties for the collective, use of all or some of the residents thereof which will consist of the property now submitted to this Declaration and "Additional Property" which is referred to hereafter; and

WHEREAS, the General Plan of Development contemplates, that in addition to the property described in Exhibit "A" which is now made a part of the Development Area (as hereinafter defined), there is Additional Property which is described in Exhibit "B" which is not now submitted to this Declaration, but which may, in accordance with the provisions of this Declaration, be annexed and made a part of the property submitted to this Declaration; though the reference to that property at this time does not and shall not submit it to this Declaration, or the covenants, conditions which will consist of the property now submitted to this Declaration and "Additional Property", and

WHEREAS, the Developer desires: (i) to provide for the preservation of the values and amenities in said community and for the maintenance, repair, replacement and administration of such Common Properties: and (ii) to establish the classes of persons entitled to the use of such Common Properties and their respective rights, duties and obligations relative to such use and the payment of their respective shares of the cost of maintenance repair, replacement and administration; and

WHEREAS, for the first stage in the development of the said community, the Developer proposes to construct certain residential units and to designate certain Common Properties upon that portion of the Development Area which is described upon Exhibit "A" attached hereto and made a part hereof and which is hereinafter referred to as the "Stage 1 Site"; and

WHEREAS, the Developer desires to subject the Stage 1 Site to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the said property and each Owner thereof; and

WHEREAS, the Developer intends to subject some or all of the remainder of the Development Area to those covenants, restrictions, easements, charges and liens hereinafter set forth or to such other covenants, restrictions, easements' charges and liens as may be set forth in supplements to the within Declaration as hereinafter more fully provided; and

WHEREAS the Developer has deemed it desirable for the efficient preservation of the values and amenities in the said community to create an agency for the purpose of maintaining and administering the Common Properties and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created: and

WHEREAS, the Developer has caused to be incorporated under the laws of the State of Florida, a non-profit corporation, the Winston-Park Association, Inc., for the purpose of performing those functions hereinabove set forth; and

WHEREAS. Developer will convey Lots, as the term is hereinafter defined, in the said properties, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

NOW. THEREFORE, Developer hereby declares that all of the properties submitted to this Declaration shall be held sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements covenants, restrictions, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE 1

Definitions

For the purpose of the within Declaration the following definitions shall control.

(a) "Association" shall mean and refer to the Winston Park Association. Inc., a Florida non-profit corporation.

(b) "Declaration" shall mean the within instrument, together with those exhibits which are attached hereto and made a part hereof and shall include such amendments, if any. as may be adopted from time to time pursuant to the Terms hereof The within Declaration may be referred to in any other documents as the Winston Park Association Declaration of Covenants and Restrictions.

(c) "Developer" shall mean and refer to Centex Homes Corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from Developer for the purpose of development.

(d) "Development Area" means the property described on Exhibits "A" and "B" and, if applicable, additions thereto.

(e) The "Properties" shall mean and refer to that certain real property described in Exhibit "A" and referred to above as the Stage 1 Site which is now submitted to this Declaration and any Additional Property which may become subject to the conditions hereof by amendments filed in accordance with the Declaration.

(f) "Common Properties" shall mean and refer to those areas of land so designated upon any recorded subdivision plat of the Properties, together with the improvements thereon, so long as such areas are intended to be devoted to the common use and enjoyment of all of the Owners of the Properties and their respective tenants, families and guests as hereinafter more specifically provided and shall also mean those areas of land together with the improvements thereon which, while not so designated in a recorded subdivision plat, are described as Limited Common Properties in a recorded instrument which is executed by the Developer, so long as such areas are intended to be devoted to the common use and enjoyment of all of the Owners of the Properties and their respective tenants, families and guests as hereinafter more specifically provided.

(g) "Limited Common Properties" shall mean and refer to those areas so designated upon any recorded subdivision plat of the Properties or, while not so designated in a recorded subdivision plat, are described as Limited Common Properties in a recorded instrument which is executed by the Developer, together with the improvements thereon and intended to be devoted to the common use and enjoyment of some but not all of the Owners of the Properties. Unless the class of users with respect to areas designated as Limited Common properties has been specifically defined by this Declaration, or Amendment hereto or another declaration setting forth covenants and restrictions with respect to a designated portion of the Properties, notwithstanding such designation, such areas shall be deemed to be Common Properties.

(h) "Lot" shall mean and refer to any plot of land so shown and designated upon any recorded subdivision plat of the Properties except Exempt Properties as hereinafter defined in Article 6. Section II hereof.

(i) "Living Unit" shall mean and refer to a building or a portion of a building situated upon the Properties which is designated and intended for use and occupancy for a single family.

(j) "Multi-Family Structure" shall mean and refer to any building, situated upon the Properties, containing two or more Living Units under one roof except when each such Living Unit is situated upon its own individual Lot.

(k) "Owner" shall mean and refer to the person, persons or entities whose estates or interest individually or collectively aggregate fee simple absolute title to a Lot. or to a Living Unit within a Multi-Family Structure. Such term shall not include a mortgagee of a Lot or Living Unit with respect thereto, unless and until such mortgagee has acquired title by foreclosure or any proceeding in lieu of foreclosure.

(l) "Member" shall mean and refer to each Owner who is a member of the Association as provided in Article 4 hereof.

(m) "Institutional First Mortgagee" means a bank, or savings and loan association, or an insurance company, or a pension fund, or a real estate trust which owns or holds a first and prior mortgage encumbering a Lot or Living Unit.

ARTICLE 2

General Plan of Development

Section 1. There is submitted to this Declaration at this time only that Property described in Exhibit "A." There is, however, in addition to the Property described in Exhibit "A" that certain Property described in Exhibit "B." This Property is referred to and described as the "Additional Property." The Additional Property together with the Stage 1 Site Property constitutes the proposed Development Area and comprises approximately 427 acres, more or less.

Section 2. No Property within the proposed Development Area shall become subject to or affected by the provisions of this Declaration unless and until such Property is specifically made subject to these provisions by the terms of this Declaration or by the filing of an amendment hereto as is hereinafter provided.

Section 3. The General Plan of Development may include:

(a) Residential units situated in such structure types as the Developer may determine, including but not limited to single-family detached homes, townhouses, and apartment structures, provided only that not more than 2500 Living Units in the proposed Development Area may be made subject to the provisions of the within Declaration and any amendments or supplements hereto; and

(b) In addition to the 2500 Living Units specifically referred to herein, there may be additional Living Units located on the Adjacent Property which is described in Article 8 hereof.

(c) Such common areas and facilities, such as streets, walkways, open spaces, green belts, a lake. Tennis courts, playgrounds, swimming facilities and recreation structures as may be constructed by the Developer.

(d) Such streets, rights of way and roads as may be dedicated to the public.

Section 4. The Developer shall, however, be bound by the limitations set forth in Section 1 of this Article relating to the Property which may be made subject to the provisions hereof and to Section 3 of this Article relating to the maximum number of Living Units which may become subject to the provisions hereof.

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Section 5. It is contemplated as aforesaid that the proposed development may include the construction of various structure types, and the Living Units so constructed may be owned in such various forms of land ownership as are permitted by the laws of the State of Florida including by way of example, and not by way of limitation, fee simple ownership of a Living Unit and the underlying Lot, condominium ownership, or the ownership of a multi-family structure containing two or more Living Units by an Owner or group of Owners operating the said structure as a rental project.

ARTICLE 3

Property Subject to this Declaration and Additions Thereto

Section 1. The Properties. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is the Stage 1 Site, which is described upon Exhibit "A" attached hereto and made a part hereof. The Stage 1 Site, together with such Additional Properties as may from time to time become subject to this Declaration in the manner herein provided shall hereinafter be referred to as "The Properties," or "The Property."

Section 2. Additions to Properties. The Developer, its successors and assigns, shall have the right to add Additional Properties or portions thereof to the Properties in accordance with the terms of this Declaration.

Such Additional Properties or portions thereof shall become a part of the Property and subject to this Declaration by the filing of Amendments to this Declaration by the Developer, and such Amendments to the Declaration may be filed by the Developer and need not be executed by any other person except the Developer. Upon the filing of such Amendments, the Additional Properties described in such Amendments shall become part of the Property and shall be subject to all of the terms, conditions, covenants and restrictions contained in this Declaration. Each such Amendment may contain such additions to, and modifications of, the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character of the properties included in the Amendment and shall affect those Additional Properties. For the purposes of filing such Amendments to Additional Properties, the Developer need not comply with the provisions of Article 9, Section 4 of this Declaration referring to Amendments.

Any such Amendment by the Developer must be filed on or before December 31, 1983. If the Developer should not file such Amendments submitting any of the Additional Property to this Declaration, then any of such Additional Property not so submitted will not be or become a part of this Declaration and shall not be bound in any way by the terms and conditions hereof.

Section 3. During the period of time between the filing of this Declaration and December 31, 1983 none of the property encompassed within the Additional Property is subject to this Declaration until the filing of an Amendment as referred to in Section 2 hereof. Said property is not subject to any of the terms, conditions or covenants of this Declaration and may be freely sold, conveyed, assigned or otherwise disposed of by the Developer free and clear of any terms, conditions or covenants of this Declaration.

Section 4. Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants and restrictions established by the Declaration with respect to the Properties except as hereinafter provided.

Section 5. The purpose of the filing of this Declaration is to allow the Developer to develop the Development Area and sell Lots and Living Units therein to persons who will become Owners, so that they may live in an area protected by and with the protections afforded by this Declaration. The filing of this Declaration and the subjecting of the various Properties to the conditions and easements contained herein shall not be construed in any way and shall never inhibit or prohibit the Developer from conveying the Lots, Living Units or improvements within the Property or Properties to third parties free and clear of any conditions, restrictions or easements except for those specifically provided for herein. Lots so conveyed by the Developer to third parties shall be used and held in fee simple title by said third parties in accordance with this Declaration.

ARTICLE 4.

Membership and Voting Rights in the Association

Section 1. Membership Every person or entity who is a record Owner of fee or undivided fee interest in any Lot or Living Unit which is subject to the Declaration and to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot or Living Unit which he owns. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Living Unit which is subject to assessment by the Association. Ownership of such Lot or Living Unit shall be the sole Qualification for membership.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners defined in Section 1 with the exception of the Developer. Each Class A member shall be entitled to one vote for each: 1 with the exception of the Developer. Each Class A member shall be entitled to one vote for each:

(i) unimproved Lot owned by such member; and

(ii) Lot owned by such member upon which there is situated not more than one Living Unit; and

(iii) Living Unit owned by such member within a Multi-Family Structure which has been submitted to condominium ownership, and

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(iv) Living Unit located within a Multi-Family Structure owned by such member which has not been submitted to condominium ownership.

Each of the Properties referred to in the foregoing sub-paragraphs (i) through (iv) hereof, entitling a member to a vote, shall hereinafter be referred to as a Voting Unit.

If any Owner consists of more than one person or entity, the voting rights for such Owner shall not be divided but shall be exercised only as a unit as they may among themselves determine and such persons collectively shall be entitled to only one vote for each Living Unit.

Class B. The Class B members shall be the Developer who shall be entitled to three votes for each Voting Unit owned by it. When a Voting Unit is sold or leased by the Developer, the succeeding Owner (or in the case of a lease, the Developer) shall thereupon become a Class A member with respect to such Voting Unit and entitled to one vote as hereinabove provided. When the total number of votes outstanding in the Class A membership equals 2,000 or on the day which is ten years from the recording of the within Declaration, whichever first occurs, the Class B membership shall terminate, and with respect to any Voting Units then owned by the Developer; the Developer shall become a Class A member and be entitled to one vote with respect to each such Voting Unit.

Section 3. The Association may provide such other provisions respecting membership and voting in the Charter and/or By-Laws of the Association, so long as they are not inconsistent with the foregoing provisions.

ARTICLE-5

Property Rights in the Common Properties

Section 1. Members' Rights of Enjoyment. Subject to the provisions of Section 3 of this Article, every member shall have a right and easement of enjoyment in and to the Common Properties in common with all other members and such rights and easements shall be appurtenant to and pass with the title to every Lot, Living Unit or Multi-Family Structure as the case may be. Such rights and easements shall inure to the benefit of the member, his family, guests, tenants and contract purchasers.

Section 2. Title to the Common Properties. The Common Properties situated upon the Stage 1 Site shall be conveyed by the Developer to the Association at or before the date when the Developer conveys the first Living Unit located within the Stage 1 Site. The Common Properties in Stage 1 Site are described upon Exhibit "C" which is attached hereto and made a part-hereof. Thereafter additional Common Properties may be added by the Developer by conveyance by the Developer to the Association; said additional Common Properties shall be subject to conditions of this Declaration, and such amendments filed pursuant hereto.

Section 3. Members' Easements of Enjoyment Every member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every assessed Lot and Living Unit, subject to the following provisions:

(a) The right of the Association to limit the number of guests of members;

(b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Properties;

(c) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Properties and facilities and in aid thereof to mortgage said property, and the rights of such mortgage in said properties shall be subordinate to the rights of the Owners hereunder;

(d) The right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(e) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than 30 days nor more than 60 days in advance. However, within three years from the recording of this Declaration, the Association may exercise the aforesaid right of dedication or transfer without such members' approval; and

(f) The right of those Owners whose Living Units are situated on individual Lots, to the exclusive use of driveways located immediately adjacent to and leading to the Living Units owned by such Owners, if any; and

(g) The right where designated in this Declaration or amendments thereto of such Owners to use parking spaces located in the Common Properties.

Section 4. Developer's Reserved Rights. Notwithstanding any provision herein to the contrary the easements created under this Article 5, shall be subject to:

(a) The right of the Developer to execute all documents and take such actions and do such acts affecting the Properties which, in the Developer's sole discretion, are desirable or necessary to facilitate the Developer's General Plan of Development, or the actual construction or development of the Properties, or the Additional Properties, or Adjacent Properties.

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(b) Easements of record on the date hereof and any easements which may hereafter be granted by Developer to any public or private utilities or governmental bodies for the installation and maintenance of electrical and telephone conduit and lines, gas pipes, sewers or water pipes, or any other utility services serving any Living Unit within the Properties or in the Additional Properties, or in the Adjacent Properties, or any portion of the Common Properties.

(c) The Developer shall have full rights of ingress and egress to and through, over and about the Common Properties during such period of time as the Developer is engaged in any construction or improvement work on or within the Properties, or the Additional Properties, or the Adjacent Properties; and, shall further have an easement for the purpose of the storage of materials, vehicles, tools, equipment, etc. which are being utilized in such development or construction.

Section 5. No Dedication to Public Uses. Nothing contained in the within Declaration shall be construed or be deemed to constitute a dedication, expressed or implied, of any part of the Common Properties to or for any public use or purpose whatsoever.

Section 6. Easement for Unintentional Encroachment. Notwithstanding any other provisions contained herein, in the event that any Living Unit or any structure containing one or more Living Units or any facilities servicing primarily one or more Living Units, as constructed by the Developer encroaches upon any portion of the Common Properties then a perpetual easement appurtenant to such Living Unit structure shall exist for the continuance of any such encroachment on the Common Properties.

Section 7. Incorporation of Easements by Reference. Reference in the respective deeds of conveyance, or any mortgage or trust deeds or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of said parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

Section 8. Limited Common Properties. Certain of the Common Properties may have or will be designated by the Developer as "Limited Common Properties." The Limited Common Properties shall be designated as such because they are for the specific use of only certain of the Members of the Association and/or Owners. The designation by the Developer of those certain Common Properties as Limited Common Properties, and the designation of the persons and the uses for which the Limited Common Property is reserved shall be binding on all other Members and Owners. At the time of designating certain of the Properties as Limited Common Properties, the Developer may subject that property to specific rules and/or regulations, and/or provisions with respect to the payment of expenses for the operation and maintenance of those Limited Common Properties, including provisions which may require only those persons who have the use of such Limited Common Properties to pay for their operation and maintenance.

ARTICLE 6

Covenant for Assessments

Section 1 Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot Condominium Living Unit and Living Unit within a multi-Family Structure-owned by it within the Properties, and each Owner of each Lot. Condominium Living Unit and Living Unit within a Multi-Family Structure owned by such Owner within the Properties, by the acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant, which, covenant shall run with the land and shall be binding upon each and every Owner of such Lot. its successors and assigns, and agree to pay to the Association. (,) annual assessments or charges; (ii) special assessments for capital improvements, such assessments being fixed, established and collected, from time to time, as hereinafter provided.

The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the real estate and improvements against which or with respect to which such assessment is made. Each such assessment together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be the personal obligation of the person persons or entities who was or were the Owner of such real estate at the time the assessment fell due. In the case of property which has not been submitted to condominium ownership, such personal obligation shall be a joint and several obligation of the person, persons or entities who are the Owner thereof; in the case of property which has been submitted to condominium ownership, the personal obligation of a Unit Owner shall extend only to the portion of the assessment which is attributable to his Living Unit and shall not be the joint and several obligation of each Unit Owner collectively or the Condominium Association.

Section 2. Purpose of Assessments. The annual assessments and the special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, welfare, protection and enjoyment of the residents on the Property, and in particular, for the administrative expenses of the Association and for the improvement and maintenance of properties, services, and facilities devoted to the purpose and related to the use and enjoyment of the Common Properties, including, but not limited to, the payment of taxes and insurance thereon, the repair, replacement, maintenance and operation thereof, additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Basis of Annual Assessment The Association shall, in accordance with the By-Laws, fix the annual assessment at such amount as the Association estimates to be necessary to meet the expenses of the Association and shall notify each Owner of his proportionate share thereof at least thirty (30) days prior to the commencement of each fiscal year.

(a) Until such time as there has been constructed and conveyed to Purchasers 250 Living Units within the Properties, the assessment of each Living Unit shall be \$12.00 per month.

(b) No Lot or Living Unit shall be or become subject to or required to pay the assessments provided for hereunder until such time as it has been conveyed by the Developer to a Purchaser and until such time as there has been issued with respect to such Living Unit, a Certificate of Completion (Final or Temporary) by the appropriate municipal authority authorizing occupancy of the said Living Unit or until such authority otherwise authorizes such occupancy.

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(c) From and after the time when the Developer has constructed and conveyed the 250 Living Units referred to in sub-paragraph (a) of this section, the assessments to be paid by each Owner of a Living Unit shall be determined by the Board of Directors of the Winston Park Association, Inc. The Board of Directors shall from time to time, but not less often than once each year, fix and determine the sum or sums of money necessary and adequate for the operation of the Association and for the other purposes referred to in Section 2 hereof. Such assessments shall be determined as is otherwise provided for in the Charter and By-Laws of the Association. Written notices of the annual assessment shall be sent to every Owner subject thereto setting forth the due dates of each monthly payment.

(d) Upon the purchase of each Lot or Living Unit from the Developer, each Purchaser paid to the Developer for the benefit of the Association an amount equal to three times one month's original assessment for such Lot or Living Unit. This amount will be held by the

Association as an operating reserve for common expenses, and may be used and applied from time to time as it may be needed toward meeting deficits and for such other common purposes as the Association may deem necessary.

Section 4. Allocation of Assessments with Respect to Condominium Property. In the case of a Multi-Family Structure which has been submitted to condominium ownership, the proportionate share of the annual assessment attributable to the Owner of such Multi-Family Structure shall be assessed among the Unit Owners thereof in the proportion in which such Unit Owners share common expenses of such condominium property and for such purpose, the terms "Common Expenses" and "Condominium Property" shall have the meanings set forth in the Condominium Property Act of the State of Florida. In such case, the Board of Directors of such condominium property shall be responsible for the collection of the individual portions of such annual assessments from the Unit Owners and the remittance of the same to the Association and shall notify the Association promptly of the default by any Unit Owner in the payment of such Unit Owner's share of the annual assessment.

Section 5. Revisions of Assessments During the Fiscal Year. If the Association determines, during a fiscal year, that its estimate of expenses upon which the annual assessment for such fiscal year was based, should be revised, the Association shall re-establish the annual assessment for the remainder of such fiscal year and shall notify each Owner accordingly. Within thirty (30) days after such notification, each Owner shall pay the difference between such Owner's share of the annual assessment as originally established and such share as revised.

Section 6. Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy, in any fiscal year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the Common Properties or any portion thereof, including fixtures and personal property related thereto. Such special assessments shall be the obligation of the Owners in the proportion which the number of Living Units owned by each Owner bears to the aggregate number of Living Units then situated upon the Properties. No such assessment shall be levied unless the same shall be assented to by two-thirds (2/3) of the votes of the then Class A. Members, who are voting in person or by proxy at a meeting duly called for such purpose. No special assessment in excess of One Hundred Thousand (\$100,000.00) Dollars shall be levied unless assented to by ninety (90) percent of the votes of the then Class A Members, who are voting in person or by proxy at a meeting duly called for this purpose. Each such special assessment shall be due and payable within thirty (30) days after notice thereof as served by the Association upon the Owners.

Section 7. Uniform Rate of Assessment. Both the annual assessments authorized by Section 3 hereof and the special assessments authorized by Section 6 hereof, must be fixed at a uniform rate for all Lots, Condominium Living Units and Living Units within a Multi-Family Structure.

Section 8. Date of Commencement of Annual Assessments and Due Dates. With respect to the Lots, Condominium Living Units, and Living Units within a Multi-Family Structure within the Stage 1 Site, the annual assessments provided for herein shall commence on the first day of the month following the conveyance by the Developer to the Association of the Common Properties included within the Stage 1 Site and the first annual assessment with respect thereto shall be adjusted according to the number of months remaining in the calendar year following such commencement.

With respect to the Lots, Condominium Living Units and Living Units within a Multi-Family Structure located within any additions to the Properties, the annual assessments provided for herein shall commence on the first day of the month following the conveyance by the Developer to the Association of those Common Properties which have theretofore been submitted to the provisions of this Declaration but have not yet been conveyed to the Association and the first annual assessment with respect thereto shall be adjusted according to the number of months remaining in the calendar year following such conveyance. In the event that there is no Common Properties within an addition to the Properties, then the annual assessments with respect to such addition shall commence on the first day of the month following the consummation of a sale or the occupancy of a Living Unit therein.

The Board of Directors shall fix the amount of the annual assessment against each Lot, Condominium Living Unit, and Living Unit within a Multi-Family Structure at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association; the Personal Obligation of the Owner; the Lien. (a) Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of nine percent (9) per annum, and the Association, acting through its Board of Directors, may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties or abandonment of his Lot or Living Unit. (b) If the assessment is not paid within thirty (30) days after it becomes due, then the Association shall have a continuing lien on the delinquent Property, Lot or Living Unit which lien shall continue until the delinquent assessment less paid. Each Owner of any Lot or Living Unit by acceptance of a deed

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therefor, whether or not it shall be expressed in any such deed or other conveyance is deemed to covenant, which covenant shall run with the land, that such lien does exist and is; and shall be superior to all other charges or liens against the Property except the lien of an Institutional first mortgagee provided in Section 10 hereof. Such lien may be perfected by the filing of an instrument among the Public Records of Dade County indicating the amount of such lien and the obligation for interest and attorney's fees and costs of collection. Such lien shall be foreclosed in the same manner in which mortgages are enforced and foreclosed.

Section 10 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any bonafide institutional first mortgage to an institutional first mortgagee now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties and Limited Common Properties as defined herein; (c) all properties exempted from taxation by the laws of the State of Florida upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein no land or improvements devoted to dwelling use shall be exempt from said assessments, charges, or liens.

ARTICLE 7

Restrictions on Use of the Common Properties and Living Units.

Section 1. Living Unit Restriction. No Living Unit shall be used for other than as a residence for one family, nor shall any Living Unit ever be constructed on the Common Properties, except that Developer reserves the right for itself, or its agents, to use any Living Unit for sale and display purposes.

Section 2. Common Properties Restriction. No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Common Properties, nor shall any "For Sale" or "For Rent" signs or any window display advertising be maintained or permitted on any part thereof. Developer reserves the right for itself, or its agents, to place "For Sale", "For Rent" or any other signs on any part of the Common Properties and to, use any part of the Common Properties, for sale or display purposes.

Section 3: Obstructions. There shall be no obstruction of the Common Properties except as specifically provided herein, nor shall anything be stored in the Common Properties without the prior consent of the Association; provided, however, that Developer may store construction material on the Common Properties when necessary in connection with the development of the Properties.

Section 4. Pets. No animals of any kind shall be raised; bred or kept in the Common Properties. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Properties upon three (3) days written notice from the Association to the Owner of the Living Unit containing such pet.

Section 5. Proscribed Activities. No nuisance, noxious or offensive activity shall be carried on in the Common Properties nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or occupants of the Properties.

Section 6. Structural Impairment. Nothing shall be done in, on, or to the Common Properties which would impair the structural integrity of any building or structure located thereon.

Section 7. No Unsightly Uses. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of the Common Properties. The Common Properties shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed therein.

Section 8. Nothing shall be altered or constructed in or removed from the Common Properties except upon the written consent of the Board.

Section 9. Living Units. No Owner shall relocate, heighten, lower or otherwise move or change any fence, wall, or patio adjoining or adjacent to the Common Properties.

Section 10. Rules and Regulations. The Board shall adopt such other rules and regulations from time to time governing the use and enjoyment of the Common Properties as the Board in its sole discretion deems appropriate or necessary.

Section 11. Architectural Control Committee. From and after the construction by the Developer or his successors and assigns of any buildings or other improvements upon the Properties, no building, fence, wall, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to, or change, or alteration herein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Declaration of Covenants and Restrictions of Winston Park Association

ARTICLE 8 Adjacent Property

There is certain property which is adjacent and contiguous, at the Southwest corner of the proposed Development Area, which property is described on Exhibit D which is attached hereto and made a part hereof, said property is herein referred to as the "Adjacent Property", and the owner thereof and his successors in interest in the said Property, shall be referred to as the "Adjacent Owner". The said Adjacent Property consists of approximately 43.25 acres. The Adjacent Owner shall have the following rights with respect to the Common Properties.

Section 1. Non-Recreational Common Properties. The Adjacent Owner, for himself, his successors, assigns, tenants and designees shall for a period of three years from the date of the recording of the within Declaration, have the option to elect to have the Owners, tenants, occupiers and guests on the Adjacent Property have the right to the use and enjoyment of certain of the Common Properties which are non-recreational in nature as defined herein. For the purpose of this provision, a Non-Recreational Common Property is any portion of the Common Property or Properties, the primary function of which is other than recreation and which does not contain a structural improvement which may reasonably be used for a recreation purpose. Included within the scope of this definition of Non-Recreational Common Properties are lakes, open spaces, detached boundary walls, green belts, linear parks, and similar properties. The foregoing delineation is not intended to be inclusive, but only as an example. Excluded from the definition of Non-Recreational Common Properties by way of example, but not inclusively, are such things as a clubhouse, swimming facilities, or

playground. The Adjacent Owner may elect to use the Non-Recreational Common Properties by giving notice to the Association in writing on a date not more than three years from the date of the recording of this Declaration indicating such election. After the giving of such notice, the Adjacent Owner shall upon the request of the Association execute an instrument along with the Association subjecting the Adjacent Property and Adjacent Owner thereof to certain of the assessments and the lien for assessments about to be described herein. Copies of such notice to the Association shall be given to the Developer at the address of the Developer at 4600 Republic National Bank Tower, Dallas Texas 75201 Attention: its President. The election for the use of the Non-Recreational Common Properties may be made only for the use of all the Non-Recreational Common Properties covered by this Declaration, and any Amendments to this Declaration, and any Additional Properties which may be added hereafter or even after the election by the Adjacent Owner. The failure of the Adjacent Owner to make the election as provided for herein within the time specified shall conclusively be deemed a waiver by the Adjacent Owner as to the use of the Non-Recreational Common Properties and the Adjacent Owner, his successors and assigns shall forever thereafter be barred from the use of the Non-Recreational Common Properties without the prior written consent of the Association.

Section 2. The Election. The election or the option shall be exercised by the Adjacent Owner by giving the notice referred to in Section 1 and thereafter by filing among the Public Records an instrument, joined in by the Association, indicating that the Adjacent Owner elects to be bound by the provision, of this Declaration respecting the Adjacent Property, and indicating that he has elected to use the Non-Recreational Common Properties. The making of such election shall be binding and irrevocable, and shall constitute a covenant running with the Adjacent Property. Upon the making of such election, the Adjacent Owner, its successors and assigns and tenants and users of the Adjacent Property shall be liable for, and be bound by the provisions of this Declaration as hereinafter set forth with respect to the Non-Recreational Common Properties.

Section 3. Obligation of Adjacent Owner. Successors and Assigns. The election by the Adjacent Owner referred to above shall never make the Adjacent Owner or its successors and assigns, or the users of the Adjacent Property a Member of the Association or entitle them to any vote in the attainment of the Association. However, to the extent that the Adjacent Owner is using the Non-Recreational Common Properties, the Adjacent Owner, its successors, and assigns and tenants of the Adjacent Property shall be bound by each and every of the rules and regulations set forth and promulgated by the Association which pertain to the use of the Non-Recreational Common Properties. In the same manner they shall be bound by all of the enforcement provisions of the Declaration respecting those rules and regulations. The Adjacent Owner shall also be responsible for the payment of its share of the costs and expenses of use, maintenance and replacement of the Non-Recreational Common Properties. The Board of Directors of the Association shall in the making of its annual budget, and in the report to its Members on expenses, maintain a separate accounting and a separate budget as far as is practicable, for the expenses, maintenance and replacement and repair expenses, incurred in the operation of the Non-Recreational Common Properties. The Adjacent Owner, its successors, assigns, tenants and occupiers of the Adjacent Property shall be liable for their pro-rata share of such expenses computed on the number of Living Units in the Adjacent Property and the shares shall be computed in the same manner that the assessments and shares of the Owners of Living Units in Winston Park Development Area are computed. All of the provisions respecting default, enforcement, and liens, which are provided herein for the collection of such assessments against Owners of Lots and Living Units in the Winston Park Development Area shall apply and bind the Owner of the Adjacent Property, its successors and assigns.

Section 4. Easement. Upon the making of the election by the Adjacent Owner as aforesaid, it shall be granted an easement over the Common Properties for ingress, egress and other use consistent with its election as aforesaid to use the Non-Recreational Common Properties.

Section 5. Notice. Notice to be given by the Association to the Adjacent Owner shall be given to the Adjacent Owner at the following address:

The said notice is to be given in the manner herein provided for the giving of notice. Notice by the Adjacent Owner to the Association shall be given in the manner as is otherwise provided for herein.

Section 6. Recreational Common Properties. "Recreational Common Properties" means all those Common Properties not encompassed within the definition of "Non-Recreational Common Properties". The Adjacent Owner, its successors and assigns and tenants, or any of them, shall have the privilege to use and enjoy the Recreational Common Properties subject to and in accordance with any rules and regulations which may be prescribed by the Association with respect to the use by such Adjacent Owner, its successors and assigns and tenants, or any of them, for the use of the Recreational Common Properties. The foregoing privilege shall be subject to the payment of a reasonable fee by such users to the Association which fee shall be established by the Association from time to time. The rules and regulations of the Association respecting such privilege may include the right to suspend the privilege as to any person failing to pay the prescribed fee.

Declaration of Covenants and Restrictions of Winston Park Association

ARTICLE 9 GENERAL PROVISIONS

Section 1 Covenants run with Land. All restrictions, reservations, covenants, conditions and easements contained in this declaration shall constitute covenants running with the land, and all grantees, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions of (a) this Declaration of Covenants, Conditions and Restrictions, and (b) the Articles of Incorporation and By-Laws of the Association which will be the entity responsible for the operation and maintenance of the Common Property.

Section 2 Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot or Living Unit subject to this Declaration, their retrospective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of

this Declaration may be amended during the first twenty (20) year period-by an instrument signed by not less than ninety percent (90) of the Owners, and thereafter by an instrument signed, by not less than seventy-five percent (75) of the Owners. Any amendment must be properly recorded, provided further, however that the Developer may file the amendment referred to in Article 2 hereof for the purpose of adding portions of the Additional Properties to the Development Area and for submitting Additional Properties to the Development Area and for submitting Additional Properties to this Declaration by an instrument executed only by the Developer. Such amendment need not be signed or executed in the manner otherwise provided for herein.

Section 5. Remedy for Violation. For violation or a breach of any of the provisions herein, or the provisions of the Articles of Incorporation or By-Laws of the Association by any person claiming by through or under the Developer and/or the Association, or by virtue of any judicial proceedings, the Owner, or the Association, or the Developer or an Institutional First Mortgagee, or any of them, shall have the right to proceed at law for damages or in equity to compel compliance with any of them or for such other relief as may be appropriate. In addition to the foregoing right, whenever there shall have been built within the Properties any structure which is in violation of this Declaration, any of the aforementioned persons or parties may enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the Owner provided, however, that the Association shall then, at the expense of the Owner, make the necessary repairs, construction, etc., to insure that the property and improvements where such violation occurred is restored to the same condition in which it existed prior to such violation, and any such entry abatement, removal or restoration and construction work shall not be deemed a trespass. In the event that resort to this Section becomes necessary, then the defaulting parties shall be liable for costs of enforcement including attorney's fees and court costs.

Section 6. Effect of Waiver of Violation. No waiver of a breach or violation of any of the terms, provisions and covenants in this Declaration, or in its Articles of Incorporation and By-Laws of the Association, shall be construed to be a waiver of any succeeding breach of the same term, provision or covenant of this Declaration, or the Articles of Incorporation and By-Laws of the Association.

Section 7. Instruments Governing Common Properties and Owners of Lots. This Declaration and the Articles of Incorporation and By-Laws of the Association, which are attached hereto and made a part hereof, and any lawful amendments, from time to time, to said instruments, shall govern the Common Properties and the rights, duties and responsibilities of the Owners.

Section 8. Notice to Owners. Whenever notices are required to be given hereunder, the same shall be sent to the Owners by Certified Mail at the address of the Living Unit or Lot. Such notices shall be deemed given when deposited in the United States Certified Mails. Any Owner may change his mailing, address by written notice given to the Association.

Section 9. Whenever the context so requires, the use of any gender shall be deemed to include all genders and the use of the singular shall include the plural, and the plural shall include the singular.

Section 10. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular.

IN WITNESS WHEREOF, Centex Homes Corporation has caused these presents to be executed and the corporate seal affixed and attested, this ____ day of _____, 19__.

Signed, sealed and delivered
in the presence of:

CENTEX HOMES CORPORATION (SEAL)

By _____

Attest: _____

(DECLARANT)