

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

