

OFF REC 13121 PG 2574

DECLARATION OF CONDOMINIUM
OF
WESTWIND LAKES GARDEN HOMES CONDOMINIUM
Submission Statement

Know All Men By These Presents:

That CENTEX HOMES CORPORATION, a Nevada corporation (formerly known as Centex Homes Enterprises, Inc.) and CENTEX HOMES OF FLORIDA, INC., a Nevada corporation, the owner of the fee simple title to the property (hereinafter referred to as the "Condominium Property") described in Exhibit "A," attached hereto and made a part hereof (both of whom are hereby collectively hereinafter referred to as the "Developer"), hereby makes and declares the restrictions, reservations, covenants, conditions and easements hereinafter set forth as applicable to the property described in said Exhibit "A," and hereby submits said property to condominium ownership, pursuant to Chapter 718, Florida Statutes (hereinafter referred to as the "Condominium Act").

All restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the Condominium Property or equitable servitudes upon said property, as the case may be, and shall rule perpetually unless terminated as provided herein, and shall be binding upon all Unit Owners as defined in the Condominium Act. All grantees, devisees, or mortgagees, their heirs, legal representatives, successors and assigns, and all parties claiming by, through or under said persons, in consideration of receiving and acceptance of a grant, devise, or mortgage covering a Unit, agree to be bound by the provisions hereof and the Articles of Incorporation and By-Laws, of Westwind Lakes Garden Homes Condominium Association, Inc., a non-profit Florida corporation, (hereinafter referred to as the "Association"), which will be the entity responsible for the operation of the Condominium.

I.

Instruments, Etc. Governing Condominium
And Owners Of Condominium Parcels.

(A) Except where permissive variances therefrom appear in this Declaration, the Articles of Incorporation of the Association attached hereto and made a part hereof as Exhibit "B" and the various instruments and documents referred to therein, and the By-Laws of the Association which are attached hereto and made a part hereof as Exhibit "C," together with any lawful amendments to said instruments, the provisions of the Condominium Act in effect as of the date of execution of this Declaration including the definitions presently contained therein, are adopted herein by express reference as if set forth herein haec verba, and said Condominium Act, and this Declaration, and the Articles of Incorporation and By-Laws of the Association, and the Various instruments and documents referred to therein, shall govern this Condominium and the rights, duties and responsibilities of the Owners of Condominium Parcels therein.

(B) The term "institutional first mortgagee" means a bank, or a savings and loan association, or an insurance company, or a pension fund, or real estate trust or other private mortgage company or governmental institution, including but not limited to, the Veterans Administration, Federal Housing Administration, Federal National Mortgage Association or Federal Home Loan Mort-

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gage Corporation, which is regularly engaged in the business of mortgage financing, or Developer and any of its subsidiaries, which owns or holds a first and prior mortgage encumbering a Condominium Parcel.

(C) The term "institutional first mortgage" means a mortgage made by a bank, or a savings and loan association, or an insurance company, or a pension fund, or real estate trust or other private company or governmental institution which is regularly engaged in the business of mortgage financing, or Developer and any of its subsidiaries, which is a first and prior mortgage encumbering a Condominium Parcel.

II.

Property Excluded From Condominium Unit.

The Owner of a Unit in the Condominium Property shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his Unit, nor shall said Owner be deemed to own supporting columns, pipes, wires, conduits, or other public utility lines running through said Unit, which are utilized for or serve more than one (1) Unit, and said items are by this Declaration hereby made a part of the Common Elements. Said Owner, however, shall be deemed to own the interior walls and partitions which are contained in said Owner's Unit, and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, doors, windows, sliding glass doors, etc. contained in said Unit and the interior surfaces of all balconies or terraces that are a part of the Unit including any screening on such balconies or terraces.

III.

Condominium Property, Survey, Name, Etc.

(A) The legal description of the Condominium Property is described in Exhibit "A," together with all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium; and the filing of this Declaration and the creation of this Condominium are intended to and do create no other right in any other property in or around the Condominium Property except as specifically set forth and designated in this Declaration and the Exhibits attached hereto.

(B) Attached hereto and made a part hereof is a survey of the Condominium Property, prepared and certified by Mr. John Hall of Ludovici and Orange, a licensed surveyor, together with a graphic description of the improvements in which the Units are located, which identifies each Unit by letter or number, or both, so that no Unit bears the same designation as any other Unit, and a plot plan thereof. The identification, location, approximate dimensions and size of each Unit and any Limited Common Elements and the Common Elements appear thereon. Together with this Declaration, they are in sufficient detail to identify the Common Elements and each Unit, their relative locations and approximate dimensions. The attached exhibits, herein referred to, are identified as Exhibit "D."

(C) Developer reserves the right to change the interior design and arrangement of all Units as long as the Developer owns the Units so changed and altered, provided that if such change affects Common Elements it shall be contained in an amendment of this Declaration, and provided, further, that an amendment for such purpose need be executed and acknowledged only by the

Developer and need not be approved by the Association, its Officers, Directors and Members, or Unit Owners, whether or not elsewhere required for an amendment to this Declaration.

(D) Developer reserves the right to alter the boundaries between Units, so long as Developer owns the Units so altered; to increase or decrease the number of Units, and to alter the boundaries of the Common Elements, as long as the Developer owns the Units abutting the Common Elements where the boundaries are being altered, provided no such change shall be made without amendment of this Declaration, and provided, further, that an amendment for such purpose need be executed and acknowledged only by the Developer and approved by the institutional mortgagee of an institutional first mortgage covering the Units affected, whether the said Units are encumbered by original mortgages, or whether they are included in an overall construction mortgage on the Condominium Property, but such amendment shall not require the approval of the Association, its Officers, Directors or Members, or Unit Owners. Once those changes are made the combined Units will have the percentage of sharing Common Elements and the Common Expenses changed to reflect the modification, so that there will be no change in the percentages allocable to other Units on account of such change in any one or two Units.

(E) The name by which the Condominium is identified is Westwind Lakes Garden Homes Condominium.

IV.

Phase Condominium Provisions
and
Identification of Buildings and Units.

(A) This is a phased condominium. Phase II will consist of the real property described on Exhibit "A" attached hereto. Phase II will consist of twenty-four (24) Condominium Units which will be contained in five (5) fourplex buildings (buildings which will contain four (4) Condominium Units each) and two (2) duplex buildings (buildings which will contain two (2) Condominium Units each). In addition to the Condominium Units, the phase will contain the Common Elements, Limited Common Elements and other improvements, all as more particularly described on the survey attached hereto and made a part hereof as Exhibit "D" and in this Declaration of Condominium.

(B) It is contemplated that there will be additional phases added to this Condominium from time to time. The addition of such phases may result in as many as one hundred ninety-four (194) Condominium Units included in the Condominium. Phases may be added by the Developer by filing an amendment to this Declaration of Condominium and describing the real property and the Condominium Units, the Common Elements and the Limited Common Elements to be added to the Condominium from time to time. At the present time only the Condominium Units in Phase II are described herein and on Exhibit "D". As each phase is added Exhibit "D" will be supplemented by additional surveys which will become a part of Exhibit "D". (No identification or parcel number will be assigned to any of the Units to be contained in the future phases.)

(C) The Condominium consists of a maximum total of 194 units which will be contained in 47 fourplex buildings (buildings which will contain four (4) Condominium Units each) and 3 duplex buildings (buildings which will contain two (2) Condominium Units each). In addition to the Condominium Units, the Phase will contain the Common Elements, Limited Common Elements and other improvements, all as more particularly described on the survey attached hereto and made a part hereof as Exhibit "D".

Pursuant to Section 718.403 of the Florida Statutes, the following is the figures regarding the minimum and maximum number of units, buildings, and bathrooms in each anticipated phase:

Number of Units

Phase Number	Minimum	Maximum
I	5	6
II	20	24
III	23	28
IV	23	28
V	20	24
VI	23	28
VII	23	28
VIII	23	28

Number of Bathrooms

	Two-Bedroom	Three-Bedroom
Minimum	1	2
Maximum	2	2

Number of Buildings

Phase Number	Maximum
I	2
II	7
III	7
IV	7
V	6
VI	7
VII	7
VIII	7

The Condominium will consist of two-bedroom and three-bedroom units. The anticipated minimum and maximum general size of such units to be included in each phase is as follows:

Type of Unit	Square Footage	
	Minimum	Maximum
two-bedroom	910	1106
three-bedroom	1174	1343

It is expected that the additional phases, Phases One, Three, Four, Five, Six, Seven and Eight will also contain up to 7 buildings each with four Condominium Units in each building.

(D) Attached hereto as Exhibit "D" are the legal descriptions, plot plans and surveys for proposed Phases One, Two, Three, Four, Five, Six, Seven and Eight.

(E) Time share estates will not be created with respect to units in any phase.

(F) For the purpose of identification, each Unit has been numbered and has been assigned a Condominium Parcel Number and shall be identified by that number, as more particularly set forth on the Survey.

(G) The improvements hereinabove referred to will be constructed by the Developer on the property covered by this Declaration of Condominium.

(H) Modification of Building Plans of Development. The residential units and buildings which may be added to the condominium by subsequent phases and or changes allowed under this Declaration of Condominium, the Condominium Act and particularly Sections 718.403 (2)(A) and 718.504 (4)(B)(14)(C) of the Florida Condominium Act may be substantially different from the residential condominium units and buildings originally shown in the Declaration of Condominium and its exhibits.

Developer reserves the right, in his sole discretion and subject to the parameters of the maximum and or minimum condominium units and buildings within which developer must build in accordance with the Declaration of Condominium and the Florida Condominium Act as it may be amended from time to time, to change the mixture of each type of unit within buildings and the number of units and buildings within each submitted phase and or existing phases. Developer may record amendments to this Declaration in order to reflect the changes allowed under this Section without the joinder of any record owner of any unit, or the joinder of any owner of any lien thereon. (Provided, however, that no change shall adversely affect the lien or priority of any previously recorded mortgagee).

(I) Although the Developer intends to develop and add all of the phases to the Condominium, the Developer reserves the right not to add any or all phases in its sole discretion and accordingly, the Developer does not have any duty, obligation or responsibility to cause any proposed phase or its improvements to be constructed and added to the Condominium and nothing contained herein be deemed a representation or warranty on the part of the Developer that any additional phase will in fact be constructed and added to this Condominium. If any land is not added as a phase of the Condominium, the Developer or the owner of such land will have the right to develop the land in the Developer's or owner's sole discretion, and nothing contained herein shall be deemed a representation or warranty that such land which is not added as a phase of the Condominium will be developed in any particular manner.

(J) RECREATIONAL FACILITIES MAY BE EXPANDED OR ADDED WITHOUT CONSENT OF UNIT OWNERS OR THE ASSOCIATION. At the present time, the Developer does not have any plans to add any additional recreational facilities other than the facilities described above. However, Developer reserves the right to increase or add to the recreational facilities, or to expand the recreational facilities without the consent of the unit owners or the Condominium Association.

V.

Ownership of Common Elements;
Common Expenses and Common Surplus.

(A) Each owner shall own, by reason of his ownership of a Condominium Parcel (Unit), an undivided interest in and to the Common Elements and Common Property in accordance with the attached Exhibit "E".

(B) The fee simple title to each Condominium Parcel shall include both the Unit and the undivided interest in the Common Elements and/or Common Property in the percentages set forth in Exhibit "E"; and said undivided interest shall be deemed to be conveyed or encumbered with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the title to the Unit. Any attempts to separate the fee simple title to a Unit from the undivided interest in the Common Elements and/or Common Property appurtenant to such Unit shall be null and void.

(C) The common expenses of the Condominium shall be borne and paid by each of the Unit Owners in the same percentages as set forth in the Schedule referred to in (A) above; and each Unit Owner shall share in the common surplus of the Condominium in the same percentages as stated in (A) above, excepting that the provisions of Article XVII, captioned "Termination," shall prevail over the provisions herein contained upon the termination of the Condominium.

(D) Because the difference in the types of homes is insignificant with respect to the exterior maintenance it has therefore been determined that the ownership of Common Elements; common expenses and common surplus shall be the same for all Condominium Units submitted at this time. So long as there is no substantial change in the types of Units being built it is anticipated that the same formula will apply to the additional phases; that is each Unit will have an equal share of ownership of Common Elements and common surplus and will share equally in the common expenses.

(E) In the event the anticipated phases are added as part of the Condominium, then each unit's share of ownership of the common elements and shares of common expenses and surplus will be calculated based on the formula attached as Exhibit "E" hereto.

VI.

Voting Rights.

Subject to the provisions and restrictions set forth in the By-Laws of the Association, as amended from time to time, each Unit Owner shall be entitled to one (1) vote in the affairs of the Association for each Unit owned by him.

VII.

Method of Amendment of Declaration.

This Declaration may be amended in the following manner:

(A) Upon a majority vote of the Board of Directors of the Westwind Lakes Garden Homes Condominium Association (which Association consists of members of other condominiums controlled by the Association). The said amendment shall be proposed to the Unit Owners of this Condominium and a special meeting of the Unit Owners of this Condominium shall be called and convened in accordance with the By-Laws of the Association, but only for the Unit Owners of this Condominium, and

(B) Upon the affirmative vote of sixty percent (60%) of the Unit Owners present in person, or by proxy, at such meeting, the amendment shall be adopted. The Amendment shall be certified by the appropriate officers of the Condominium Association.

(C) The Developer may add the various phases to the Condominium and add an additional number of Condominium Units thereby and thereby change the ownership of Common Elements, common property and the obligation to share in common expenses and common surplus without any obligation to obtain consent of the Condominium Association or the Board of Directors and may do so merely by filing an amendment adding a phase to the Condominium which will automatically include the land so added and change the percentages as set forth therein.

All amendments shall be recorded in the Public Records of Dade County, Florida, and shall be evidenced by a certificate executed in the manner required by the Condominium Act. No amendment shall change any Condominium Parcel nor a Condominium

Unit's proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any Unit unless the record Owner(s) and all record owners of mortgages or other voluntarily placed liens thereon shall join in the execution of the amendment (except an amendment filed in accordance with the provisions of this Declaration regarding phases). No amendment shall be adopted or passed which shall impair or prejudice the rights and priorities of any institutional first mortgagee, or its rights under the institutional first mortgage, notwithstanding anything to the contrary contained herein. No amendment shall ever be adopted or passed, irrespective of the fact that all of the Members of the Association may be in favor of such amendment, which shall impair, alter, amend, rescind or cancel the insurance trustee provisions contained in Article XIII(B)(2) and the instruments and documents referred to in the Sixteenth Article of the Charter and/or Articles of Incorporation of the Association. Provided, however, the documents and instruments referred to in the Sixteenth Article of the Charter and/or Articles of Incorporation may be altered, amended, rescinded or cancelled upon the consent in writing of all of the parties to such instrument or documents. No amendment will be made with respect to the Insurance Provisions contained in Article XIII hereof without the prior written consent of the institutional mortgagee holding the largest dollar amount of mortgages on Condominium Units.

VIII.

By-Laws.

(A) The operation of the Condominium Property shall be governed by the By-Laws of the Association. No modification or amendment to the By-Laws of the Association shall be valid unless the same is set forth in or annexed to a duly recorded amendment to this Declaration executed in accordance with the provisions of the Condominium Act as it exists from time to time. The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering or encumbering any Condominium Parcel or Parcels, or which would nullify Article Sixteen of the Charter of the Association and the instruments and documents referred to therein. Provided, however, the documents and instruments referred to in the Sixteenth Article of the Charter and/or Articles of Incorporation may be altered, amended, rescinded or cancelled upon the consent in writing of all of the parties to any such instrument or document.

(B) The By-Laws contain rules and regulations for the operation of the Condominium. In addition to those rules and regulations the Board of Directors shall have the right, from time to time, to pass general rules governing the use of the Common Elements. These rules will not require an amendment to the By Laws but shall be in addition thereto and may be adopted solely by the Board of Directors without amending the By-Laws or the Declaration of Condominium in any manner.

IX.

The Operating Entity.

(A) As has been hereinabove set forth, the Association responsible for the operation of the Condominium is the non-profit Florida corporation designated in the second introductory paragraph hereof organized and existing pursuant to the Condominium Act. Said Association shall have all of the

powers and duties set forth in the Condominium Act, as well as all the powers and duties as are granted to or imposed upon it by this Declaration, the By-Laws of said Association, and its Articles of Incorporation. Every Owner of a Condominium Parcel, whether he has acquired the ownership by purchase, or by gift, conveyance, or transfer by operation of law, or otherwise, shall be bound by the By-Laws of the said Association, as they may exist from time to time, the Articles of Incorporation of the Association, as they may exist from time to time, and the instruments and documents referred to in the Sixteenth Article of said Articles of incorporation, and by the provisions of this Declaration as they may exist from time to time.

(B) The Association will also be responsible for the operation and management of the other phases of this Condominium. It is contemplated that as many as eight (8) or more phases may be built within that area and the Association will be responsible for the management of each of those condominiums. It is contemplated that the management throughout the Area will be uniform.

X.

Maintenance of Common Elements

(A) The maintenance of the Common Elements shall be the responsibility of the Association; and there shall be no material alteration or substantial additions to the Common Elements except in a manner provided for in this Declaration or in the By-Laws of the Association.

(B) No Unit Owner shall make any alterations in the portions of the improvements of the Condominium which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the building containing his Unit, or impair or interfere with any easement or with any provision of the Articles of Incorporation or By-Laws of the Association.

(C) The Budget of the Condominium has been prepared for Phase II only. However, in preparing the Budget the contemplated addition of additional Condominium Units and therefore additional Common Elements was contemplated and it is expected that the addition of the aforesaid phases will not increase the pro rate amount of the Budget.

XI.

Assessments.

(A) The Association, through its Board of Directors, or the authorized manager employed and designated by the Association, shall have the power to fix and determine from time to time the sum or sums of money necessary and adequate to provide for the common expenses of the Condominium Property and if possible, the amount of said common expenses will be fixed and determined in advance for each fiscal year. The procedure for the determination of such assessments shall be set forth in the By-Laws of the Association.

(B) Since the Association will be managing the Condominium and also will be overseeing the operation and maintenance of various roadways and easements throughout the Condominium Project, and for all normal maintenance of all condominium parcels throughout the Westwind Lakes Garden Homes Development Area, the pro rata share of these expenses will be a common expense of this Condominium. In addition certain recreational

facilities may be added to the Common Elements and the cost of operation and maintenance of those recreational facilities and lakes shall be borne pro rata by the Unit Owners of this Condominium.

(C) The Association is also empowered to make special assessments from time to time as provided for in Article VII, Section 3F of the By-Laws (Exhibit "C") of the Association. These special assessments may be enforced in the same way as the assessments herein provided.

(D) Each Unit Owner shall be obligated to pay for his share of the charges and payments required for the operation of the Condominium and the Association, and said charges and assessments shall be deemed and considered to be common expenses of the Condominium Property, and the payment thereof shall be secured by the lien provided for in Paragraph (E) hereof and the Condominium Act.

(E) Assessments, which shall also include the payments provided for in Paragraph (C) hereof, that are unpaid for over thirty (30) days after due date shall bear interest at the highest rate allowed by law from due date until paid. In the event it becomes necessary for the Association to resort to the services of an attorney for the collection of such assessments then the defaulting Unit Owner and the defaulting Unit shall be responsible for the payment of the said attorney's fees and any costs incurred.

(F) The Association shall have a first lien on each Condominium Parcel for any unpaid assessments, together with interest thereon, against the Unit Owner of such Condominium Parcel, but all such liens shall be subordinate and inferior to the lien of institutional first mortgages recorded prior to the time said liens become effective and fixed. Reasonable attorney's fees incurred by the Association to enforce the collection of such assessment or the enforcement of such lien shall be payable by the Unit Owner and secured by such lien. The Board of Directors may take such action as they deem necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if it is in the best interests of the Association. Said lien shall be effective as and in the manner provided for by the Condominium Act and shall have the priorities established by said Act. The Association shall be entitled to bid up to the amount of its lien, together with costs and attorney's fees, at any sale held pursuant to a suit to foreclose an assessment lien and to apply as a cash credit against its bid all sums due the Association covered by the lien enforced. During such foreclosure the Unit Owner may be required to pay a reasonable rental for the use of the Condominium Parcel, at the Court's discretion, and the Plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect same. The Association may also, at its option, sue to recover a money judgment for unpaid assessments without thereby waiving the lien securing the same.

(G) Where an institutional first mortgagee of record or other purchaser of a Condominium Parcel obtains title thereto as a result of the foreclosure of an institutional first mortgage, or where said institutional first mortgagee accepts a deed to said Condominium Parcel in lieu of foreclosure, such acquirer of the title, his heirs, legal representatives and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such Condominium Parcel or chargeable to the former Owner of such Parcel which became due prior to acquisition of title thereto as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Unit Owners including such acquirer, his heirs, legal representatives, successors and

assigns; or if there are sufficient funds then such common expenses and/or assessments shall be paid out of the proceeds of the foreclosure sale or pursuant to the acquisition by the institutional first mortgagee. An institutional first mortgagee acquiring title to a condominium parcel as a result of foreclosure or a deed in lieu of foreclosure, may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership.

(H) The Board of Directors of the Association may not authorize or make any additions or capital improvements to the Condominium Property excepting in the manner provided for in Article VII, Section 3 F of the By-Laws (Exhibit "C") of the Association.

(I) The Association, acting through its Board of Directors shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to the Developer or to any Unit Owner or group of Unit Owners, or to any third party.

(J) Nothing herein contained in this Article shall diminish or limit the rights or responsibilities of mortgagees of a Condominium Unit as are set forth and contained in the Condominium Act.

(K) Notwithstanding any provision contained herein to the contrary, for a period of two (2) years beginning with the recording of the Declaration of Condominium, in the Public Records of Dade County, Florida, or until the Unit Owners other than the Developer elect a majority of the Board of Directors, whichever occurs first, (such period being referred to herein as the "guaranty period") the Developer shall be excused from the payment of its share of the common expenses in accordance with Section 718.116(8) (b) of the Florida Statutes. During the guaranty period the assessment for common expenses of the Condominium that is charged to a Unit Owner shall not be increased over the stated dollar amount set forth in the initial operating budget for his type Condominium Unit and the Developer shall pay any amount of the common expenses incurred during such period not produced by the assessments at the guaranteed level receivable from other Unit Owners. After the expiration of the guaranty period or any extensions thereof, the Developer shall pay to the Association, with respect to any Units which have not been sold by the Developer and which the Developer continues to own, Developer's share of the common expenses in the same manner as all other Unit Owners and the guaranty shall terminate.

XII.

Provisions Relating To Sale Or Rental And Association's First Right of Refusal.

(A) A Condominium Unit Owner may transfer his or her unit free of any restrictions regarding right of first refusal.

(B) Any Lease or rental arrangement shall be for not less than six (6) months unless approved by the manager employed by the Board of Directors, if there is such a manager, otherwise by a majority of the Board of Directors.

(C) No subleasing or subletting by a lessee of a Unit shall be permitted. The Board of Directors shall have the right to require that a uniform form of lease be used or approve any form that is intended to be used.

(D) The liability of the Unit Owner under these covenants shall continue, notwithstanding the fact that he may have leased

or rented his Unit as provided herein. Every purchaser, tenant or lessee shall take subject to, and shall assume the obligations of, this Declaration, the Articles of Incorporation of the Association and the various instruments and documents referred to therein, and the By-Laws of the Association, as well as the provisions of the Condominium Act, in effect on the date of execution of this Declaration.

(E) The provisions of this Article XII shall in no way be construed as affecting the rights of an institutional first mortgagee owning a recorded institutional first mortgage on any Unit, to sell or lease any Unit owned by it as a result of foreclosure or acceptance of a deed in lieu of foreclosure, and the preemptive rights hereinabove set forth shall remain subordinate to any such prior institutional first mortgage. Further, the provisions of this Article shall not be applicable to the transaction of purchasers at foreclosure or other judicial sales of institutional first mortgages, to transfers to institutional first mortgagees, to the Developer, or a grantee of all of the property in the Condominium, which said grantee shall be considered as the Developer as hereinabove set forth. From and after the time an institutional first mortgagee, or the developer, or the grantee of all of the property in the Condominium, has sold such Unit one time, then the preemptive rights hereinabove set forth shall be applicable to all subsequent purchasers.

(F) Notwithstanding any of the provisions hereinabove contained, the provisions of this Article XII shall not be applicable to the Developer of the Condominium Property, and said party is irrevocably authorized, permitted and empowered to sell, lease or rent Condominium Parcels to any purchaser or lessee approved by it. The Developer shall have the right to transact any business on the Condominium Property necessary to consummate sales of Condominium Parcels, including, but not limited to, the right to maintain models, display signs identifying the Condominium Property and advertising the sale of Condominium Parcels, maintaining employees in the offices, use of Common Elements, and to show Units for sale. The sales office, the furniture and furnishings in the model apartment, signs and all items pertaining to sales on the Condominium Property shall not be considered Common Elements and shall remain the property of the Developer. In the event there are unsold Condominium Parcels, Developer's right as the owner of said unsold Parcels shall be the same as all other Unit Owners in said Condominium Property, excepting that Developer will not be subject to the provisions of Paragraphs (A), (B), (C), and (D) hereof, and shall have one (1) vote in the Association for each unsold Condominium Parcel.

(G) The provisions of this Article XII shall not apply to a transfer by an individual Unit Owner to his wife or husband, or a family trust the beneficiaries of which are the husband, wife or their children, as the case may be.

(H) The provisions of Paragraphs (A), (B), (C), and (D) have been incorporated in this Declaration in order to maintain a community of congenial residents in the apartment building and to protect the values of the Units, and to assure the ability and responsibility of each Unit Owner to pay those obligations required by each Owner to be paid pursuant to the provisions of this Declaration and the By-Laws of the Association

XIII.

Insurance.

(A) Liability Insurance

The Board of Directors of the Association shall obtain public liability insurance covering all of the Common Elements of the Condominium, insuring the Association and the Unit Owners as it and their interests appear in such amounts as the Board of Directors may determine from time to time, provided that the minimum amount of coverage shall be \$300,000.00 - \$1,000,000.00. Premiums for the payment of such insurance shall be chargeable as a common expense to be assessed against and paid by each of the Unit Owners in the proportions set forth and provided for in Article V(C). Each individual Unit Owner shall be responsible for purchasing liability insurance to cover accidents occurring within his own Unit, and the Limited Common Elements appurtenant thereto, and resulting from the operation of his automobile(s).

(B) Casualty Insurance

(1) Purchase of Insurance. The Association shall at all times obtain and maintain fire, windstorm and extended coverage insurance in its broadest terms, and vandalism and malicious mischief insurance, insuring all of the buildings and improvements within the Condominium Property for the full replacement cost, excluding foundation and excavation costs, and the valuation for said replacement costs shall be without deduction or depreciation; and all personal property included in the Common Elements shall be insured for its value, together with workmen's compensation insurance and such other insurance as the Association deems necessary. All of said insurance shall be carried in a company having a Triple-A-Best rating or better. The Policy, the Insurance Carrier and the Insurance Agent shall be approved by the institutional first mortgagee holding the largest dollar amount of first mortgages on the Condominium Units. The premiums for such coverage and other expenses in connection with said insurance shall be assessed against the Unit Owners as part of the common expenses. The Association shall cause an examination to be made annually and thereby determine replacement costs for all of the then existing improvements for the ensuing year. However, the word "building" and "improvements" as used above and as otherwise used in Article XIII shall not include floor coverings, wall coverings or ceiling coverings within the individual Condominium Units. It is the Unit Owner's responsibility to procure such insurance.

(2) Loss Payable Provisions. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners, and the institutional first mortgagees as their interests may appear, but all policies of casualty insurance covering the Condominium Parcels and Common Elements and Limited Common Elements shall have a loss payable clause in favor of an Insurance Trustee, and any and all proceeds for any loss shall be paid to such Trustee, or its successors, for the use and benefit of the Association, and the Unit Owners, and the institutional first mortgagees, if any. The Association or its agents shall be the agent for all Unit Owners for the purpose of negotiating and settling all claims against the insurance company, and, accordingly, is authorized to execute releases on behalf of the Unit Owners in favor of any insurer after settlement. The Insurance Trustee shall be designated by the Association. In any event, the Insurance Trustee shall be a banking institution in Dade or Broward County, Florida, having assets in excess of Twenty Million Dollars (\$20,000,000.00). The Developer shall designate the Insurance Trustee in the first instance, the Insurance Trustee shall be approved by the institutional first mortgagee holding the greater dollar amount

of institutional first mortgages against the Condominium Parcels. The Insurance Trustee shall receive the insurance proceeds as they are paid, and hold said proceeds in trust for the purposes hereinafter stated. The Insurance Trustee shall receive just compensation for its services and said compensation shall be a common expense of the Association.

In the event a loss and/or damage is sustained by the Condominium under any coverage, the Association shall furnish the Trustee with a list of all Unit Owners, and the institutional first mortgagees, if any, and the name of any person having a beneficial interest in the policy, and with the percentage interest of participation in the Common Elements of each Unit Owner. Such list shall be current and shall be certified as correct by the President or Vice President or Secretary of the Association. Thereafter, if the loss is more than twenty thousand dollars (\$20,000.00), the Association shall obtain three (3) competent appraisals by reputable licensed contractors engaged in business in Dade or Broward County, Florida, as to the cost of repair and rebuilding the loss and damage sustained. The Association or its authorized manager shall then negotiate and settle insurance claims with the insurance company and have the insurance proceeds paid to the Insurance Trustee. No institutional first mortgagee or any mortgagee shall have the right in its mortgage to require or to elect to apply the insurance proceeds to the reduction of such mortgage or mortgages, or to assert any right or claim to any portion of the insurance proceeds, unless it be the excess of insurance payments over the replacement cost of the damaged Unit and other portions of the condominium Property and then only after the same is fully repaired and restored, but the amount of said payment will be limited to the Unit Owner's share of said insurance proceeds computed in the manner provided for in Article V(C).

(3) Utilization of Insurance Payments. In the event a loss occurs to any Common Property within any of the Units alone, or in the event a loss occurs to improvements within the Common Property, or to improvements within the Limited Common Elements along, and the proceeds of the insurance are paid to the Insurance Trustee for such loss or damage, the Association shall enter into a contract with a reputable licensed contractor licensed to do business in Dade or Broward County, Florida, for the repair and restoration of the damaged Property. The said Property shall be restored to the condition it was in prior to the damage, all of which shall be in accordance with the Developer's original plans and specifications as modified by written approval of the Association or the Unit Owner, if a Unit is damaged. The Association shall certify to the Insurance Trustee the amount of money required to rebuild or repair, and if there are insufficient funds in the hands of the Insurance Trustee to pay for such repairs, then the difference shall be supplied and/or furnished by the Association, and such difference shall be borne by and assessed to all of the Condominium Parcel Owners as a common expense. If the insurance proceeds are sufficient for or in excess of the amount needed for such repairs, then the Association shall have the Property repaired and any surplus or excess shall be paid to the Association. The Insurance Trustee, prior to and during the reconstruction and repair, shall disburse monies from the proceeds of the insurance award only for repairs and restoration and only upon the written requisition of the Association or its authorized manager. All monies shall be paid by the Insurance Trustee directly to the contractor performing the repair work, who shall deliver to the Insurance Trustee releases and waivers of liens from all parties who furnished work, labor, services and materials for said repair and restoration. After the receipt by the Insurance Trustee of all of the appropriate waivers and/or releases of lien, the Insurance Trustee shall not be liable for the improper application of the insurance funds, and the Association shall assume the responsibility of determining that all insurance funds

have been properly paid for the repair and restoration. In spite of the provisions just herein contained, if the loss or damage to a Unit is the result of the negligence of the Owner, his agents, servants, employees and guests, or if the insurance carrier refuses to pay for such loss by reason of the act or omission of the Unit Owner, his agents, servants, employees and guests, then the Association will not be responsible for the repair or restoration of the Unit and the Limited Common Elements appurtenant thereto, and the cost, in whole or in part, of such repair and restoration shall be paid for by the Unit Owner, and such cost will not be assessed to the Condominium Parcel Owners as a common expense. The Unit Owner of the damaged Unit shall pay for the repair and decorating of the damaged portion of said Unit which is not covered, or compensated for, by insurance.

(C) Termination of the Condominium Project as a Result of Total Loss.

In the event there has been a total loss of all of the Condominium Units and improvements on the Condominium Property, then upon resolution of the Board of Directors of the Associations submitted to the Unit Owners, the Unit Owners may, by majority vote, at a duly called meeting of the Unit Owners, vote to terminate the Condominium project, said project shall be terminated, provided that the holders of all liens affecting any of the Condominium Parcels consent thereto.

(D) Institutional First Mortgagee's Right to Advance Premiums.

Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements of the institutional first mortgagee holding the greatest dollar volume of indebtedness on Units in the Condominium Property, said institutional first mortgagee shall have the right, at its option, to order insurance policies and to advance such sums as are required to maintain or procure such insurance, and to the extent of the monies so advanced, said mortgagee shall be subrogated to the assessment and lien rights of the Association and against the individual Unit Owners for the payment of such item of common expense.

XIV.

Use and Occupancy.

(A) Each Unit on the Condominium Property shall be used for residential purposes, and as a single-family private dwelling for the Unit Owner and the members of his family and social guests and for no other purposes (except in accord with subparagraph (N) hereof). There are no restrictions concerning the use and occupancy of the Condominium Units by children.

(B) Unit Owners shall not permit or suffer anything to be done or kept in their Units which will increase the rate of insurance or the insurance premiums of the Condominium Property, or which will obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable noises or otherwise; nor shall the Unit Owners commit or permit any nuisance, immoral or illegal act in or about the Condominium Property.

(C) The use of the Unit shall be consistent, and in compliance, with existing laws, the provisions of the Declaration and the rules and regulations.

(D) Units may not be used for business use or for any commercial use whatsoever. (Except for the management of a Condominium or the Condominium Association).

(E) Common Elements shall not be obstructed, littered, defaced or misused in any manner.

(F) No structural changes or alterations shall be made in any Unit, except upon approval, in writing, of the Board of Directors and the approval of the institutional first mortgagee of the institutional first mortgage, if any, encumbering said Unit.

(G) A Unit Owner may keep pets in the Unit such as parakeets, canaries, cats and dogs, but said pets shall be allowed in the Owner's Unit only if they are hand carried, caged or on a leash at all times while they are outside of the Owner's Unit and until they are beyond the Condominium Property. The right to keep such pets by any Unit Owner may be revoked at any time by the decision of the Board of Directors in the exercise of their judgment, and in their sole discretion; and upon such revocation, the Unit Owner shall forthwith remove the pet which the Board of Directors directs the Owner to remove from the Unit. The Unit Owner will have no recourse against the Members of the Association or the Board of Directors or the Association for any decision made regarding the removal of pets from the Unit. During such time when a pet is housed in a Unit, the Owner will hold the Association harmless against any and all claims, debts, demands, obligations, costs and expenses, which may be sustained by or asserted against the Association and the Members of its Board by reason of acts of said pet committed in or about the Condominium Property; and the Unit Owner will be responsible for the repair of all damage resulting from acts of said pet.

(H) No Unit Owner or occupant of a Unit shall post any advertisement or posters of any kind in or on the Condominium Unit or the Condominium Property except as authorized, in writing, by a majority of the Board of Directors (except for such area as specifically provided for that purpose, being a bulletin board adjacent to the mailboxes).

(I) No clotheslines or similar devices shall be allowed on any portion of the Condominium Property by any person, firm or corporation without a written consent of a majority of the Board of Directors; and no rugs, etc. may be dusted from the windows or terraces of the Units; and rugs, etc. may only be cleaned within the Units and not in any other portion of the Condominium Property; and all garbage and trash shall be deposited at the locations designated for such by the Association.

(J) Owners and occupants of Units shall exercise extreme care to minimize noises and in the use of musical instruments, radios, televisions, amplifiers or other loud speaker in said Unit so as not to disturb other persons and parties occupying Units; Owners and occupants shall keep the front doors to their Units closed to minimize noise; and they shall not play upon or permit to be operated a phonograph, radio, television set or other loud speaker in any Unit between the hours of 11:00 p.m. and the following 8:00 a.m. if the same shall disturb or annoy other occupants of the Condominium Property.

(K) No Owner or occupant of a Unit shall install major wiring for electrical or major telephone installations, nor install any type of television antennae, or additional air-conditioning equipment, etc., except as authorized, in writing, by the Association.

(L) No Owner or occupant of a Unit shall use the outside area of a Unit or the walls around them for the drying of laundry or the airing of beddings, and shall not alter the exterior appearance of such walls or remove the same.

(M) Each Unit Owner and the occupants of a Unit shall maintain in good condition and repair at Owner's expense his Unit and all interior surfaces within or surrounding said Unit (such as the surfaces of the walls, ceilings, floors, including all windows, doors, sliding glass doors; interior surfaces of all walls and garden walls), whether or not part of the Unit or Common Elements, and to maintain and repair the fixtures therein and pay for electricity as is separately metered to his Unit.

(N) After approval by the Association as elsewhere required, entire Units may be rented provided the occupancy is only by the lessee, his family and guests, and provided, further, that all of the provisions of this Declaration, the Charter and By-Laws of the Association, and the rules and regulations of the Association pertaining to the use and occupancy of the leased Unit shall be applicable and enforceable against any person occupying a Unit as a tenant to the same extent as are applicable to the Owner of a Unit; and the provisions herein contained shall constitute a covenant and agreement by such tenant occupying a Unit to abide by the Rules and Regulations of the Association and the terms and By-Laws of the Association as they may exist from time to time. The Association is and will be designated as the agent of the Owner of the Unit for the purpose of and with the authority to terminate any lease covering the Unit upon the violation by the tenant of the provisions herein contained. Any such lease must be for a minimum of six (6) months, and no more than one (1) lease in any twelve (12) month period, except with approval from the Board of Directors.

(O) The parking area shall be for the exclusive use of the residents of the Condominium (though not on the assigned parking spaces). This is a residential condominium and there shall not be allowed to be parked on the parking area commercial vehicles, except vehicles such as medium size vans and/or trucks which do not exceed the size similar to that of a 3/4 ton pick-up truck. Nor shall there be parked in the parking area more than two (2) cars per Condominium Unit. No vehicle that is not operable may be parked in the area; no boats trailers or other non-automobiles may be parked in this area. Guests shall not park overnight, though the Board of Directors shall from time to time promulgate further rules and regulations concerning the use of parking spaces, common areas and trash collection.

XV.

Maintenance and Alterations

(A) The Board of Directors of the Association may enter into a contract with any firm, person or corporation for the maintenance of the Condominium Property.

(B) There shall be no alterations, exterior door or color changes, or additions to the Common Elements or Limited Common Elements, except as the same are authorized by the Board of Directors of the Association.

(C) Each Unit Owner agrees:

(1) To make no alteration, decoration, repair, replacement, or change of the Common Elements, or any outside or exterior portion of the building, whether within a Unit or part of the Common Elements.

(2) To allow the Board of Directors or the agents or employees of the Association to enter into any Unit for the purpose of maintenance, inspection, repair, replacement of the improvements within Units or the Common Elements, in case of emergency circumstances threatening Units or the Common Elements,

or to determine compliance with the provisions of this Declaration and the By-Laws of the Association.

(3) In the event of an emergency threatening the Unit or the Common Elements the Manager, or its employees, designated by the Board of Directors, shall use all reasonable attempts to locate the Owner of the Unit in order to gain access thereto and if it is unable to do so, then to take all reasonable measures to enter the Unit, including the breaking of locks or windows. In the event the necessity to enter the Unit is on account of the negligence or acts of the Unit Owner, the Unit Owner will not be reimbursed for any damages done to his Unit on account thereof. In the event the necessity to enter the Unit arises because of acts or incidents arising on account of the Common Elements of the Building, or Acts of God, or incidents not connected in any manner with the Unit Owner, then the Unit Owner will be reimbursed for the damage caused to his Unit by such emergency entrance by the Manager or its employees, and such expenses will be a Common Expense of the Condominium.

(D) Each Unit Owner shall comply with and abide by all rules and regulations adopted from time to time by the Association.

(E) In the event the Owner of the Unit fails to maintain it as required herein, or makes any structural addition or alteration without the required written consent, or otherwise violates or threatens to violate the provisions hereof, the Association shall have the right to proceed in a court of equity for an injunction to seek compliance with the provisions hereof. In lieu thereof, and in addition thereto, the Association shall have the right to levy a charge against the Owner of a Unit and the Unit, for such sums necessary to remove any unauthorized structural addition or alteration and to restore the property to good condition and repair. These charges shall have the same effect, priorities and conditions as the lien provided for in Article XI, Subparagraph (D) herein, except that the lien for the charge shall not have priority over a lien from an assessment for Common Expenses filed under Article XI. The Association shall have the further right to have its employees and agents, or any subcontractors appointed by it, enter the Unit at all reasonable times to do such work as is deemed necessary by the Board of Directors of the Association to enforce compliance with the provisions hereof.

(F) The Association shall determine the exterior color scheme of all buildings and all exteriors and shall be responsible for the maintenance thereof, and no owner shall paint an exterior wall, door, window, patio, or any exterior surface without the written consent of the Association.

XVI.

Roads, Landscaping, Recreational Facilities

(A) The Association may own certain real property and improvements located thereon, such as swimming pool, cabana and the deck areas surrounding the same. It will also own certain personal property associated with those recreational facilities. It will be the responsibility of the Association to manage and maintain the same and to prorate the cost of the same among all of the condominiums which it manages, subject however, to the provisions of Article XI hereof.

(B) The Association will have the responsibility of managing and maintaining various roads, landscaping, recreational facilities and miscellaneous properties throughout the Condominium Project. In addition, it will maintain all of the Common Elements of the Condominium entrances, parking lots and

landscaping located on various Condominium Common Elements. These shall be maintained by the Association as an Association expense.

XVII.

Parking

There is designated on the survey (Exhibit "D") the parking area for the Condominium. One parking space on the condominium property shall be assigned by the Developer and/or Board of Directors of the Association to each Condominium Unit Owner. A parking space once assigned shall thereafter be deemed a limited Common Element reserved for the use of the Unit to which it was originally assigned, and to the exclusion of the other Units. All other parking spaces not assigned to a Unit shall be under the control and under the supervision of the Developer and/or the Board of Directors of the Association for such use as may be determined from time-to-time. The Association shall promulgate rules and regulations to govern the parking area as it deems necessary, in addition to those provided at Article XIV(O) hereof.

XVIII.

Termination.

(A) In addition to the provisions of Article XIV(C) this Condominium may be voluntarily terminated provided that the Board of Directors of the Association adopts a resolution proposing the same to the Unit Owners of this Condominium and thereafter the Unit Owners comply with the provisions of the Condominium Act providing for termination (presently 718.117). In the event that any Condominium Property of another condominium adjacent to this Condominium shall encroach upon this Condominium or this Condominium's property shall encroach upon the other, particularly with respect to parking spaces, the Association shall have the right to determine, for practical purposes, the lines between the Condominium or the condominium parking lots without reference to any minimal encroachments.

(B) Immediately after the required vote or consent to terminate, each and every Unit Owner shall immediately convey by Warranty Deed to the Association all of said Unit Owner's right, title and interest to his Unit and to the Common Property, provided the Association's Officers and employees handling funds have been adequately bonded and the Association or any Member shall have a right to enforce such conveyance by seeking specific performance in a court of competent jurisdiction.

(C) The Board of Directors of the Association shall then sell all of the property at public or private sale upon terms approved in writing by all of the institutional first mortgagees. Upon the sale of said property the costs, fees and charges for effecting said sale, the cost of liquidation and dissolution of the Association, and all obligations incurred by the Association in connection with the management and operation of the property up to and including the time when distribution is made to the Unit Owners, shall be paid out of the proceeds of said sale, and the remaining balance (hereinafter referred to as "net proceeds of sale") shall be distributed to the Unit Owners in the manner now about to be set forth.

(D) The distributive share of each Unit Owner in the net proceeds of sales, though subject to the provisions hereinafter

contained, shall be determined by the percentages of ownership of Common Elements set forth in Exhibit "C" hereto.

(E) The Association shall pay out of each Unit Owner's share all mortgages and other liens encumbering said Unit in accordance with their priority and, upon such payment being made, all mortgages and lienors shall execute and record satisfactions or releases of their liens against said Unit or Units, regardless of whether the same are paid in full. Thereupon, the Directors of the Association shall proceed to liquidate and dissolve the Association, and distribute the remaining portion of each distributive share, if any, to the Owner or Owners entitled thereto. If more than one (1) person has an interest in a Unit, the Association shall pay the remaining distributive share allocable to said Unit to the various Owners of such Unit, excepting that if there is a dispute as to the validity, priority or amount, of said mortgages or liens encumbering a Unit, then payment shall be made jointly to the Owner and/or Owners of such Unit and to the owners and holders of the mortgages and liens encumbering said Unit.

(F) As evidence of the Members' resolution to abandon passed by the required vote or written consent of the Members, the President and Secretary of the Association shall file and record among the Public Records of Dade County, Florida, an affidavit stating the such resolution was properly passed, or approved by the Members and also shall record the written consents, if any, of institutional first mortgagees to such abandonment.

(G) After such an affidavit has been recorded and all Owners have conveyed their interest in the Condominium Parcel to the Association and the Association to the purchaser, the title to said property thereafter shall be free and clear from all restrictions, reservations, covenants, conditions and easements set forth in this Declaration and the purchaser and subsequent grantees of any of said property shall receive title to said lands free and clear thereof.

XIX.

Easements.

The following easements are expressly provided for and reserved in favor of the Developer, the Owners and occupants of the Condominium Units in this Condominium, their successors or assigns, and their guests and invitees as follows:

(1) Utilities: Easements are hereby expressly reserved, and the Developer, its successors, or assigns are hereby granted easements through the condominium property as may be required for utility services, and/or such utility service which may be provided by the Developer, its successors or assigns, or any such utility company to serve the Condominium or any of the Units within the Condominium. This grant of easement includes the right to install and maintain all necessary equipment upon the Condominium Property and across or under or within walls of the Units, and to enter upon the Condominium Property to service the same.

(2) Encroachments In the event that any Condominium Unit, shall encroach upon any of the Common Elements of the Condominium Property or upon any other Condominium Unit, for any reason except the intentional or negligent act of another condominium owner, or where such encroachment is not necessary for the use and enjoyment of the recreational facilities or the other Condominium Units, then an easement shall exist to the extent of such encroachment so long as the same shall exist.

(3) Employees: Easements of ingress, egress, passage and entry to officers and directors and employees of the Association and the Developer, its guests, assigns, and invitees in the performance of their duties and functions on behalf of the Association and the Developer, its guests, assigns and invitees.

(4) Ingress and Egress: Easements of ingress and egress over all streets, walks, and other rights of way serving all Condominium Units within the Condominium, and serving this Condominium, which are located within the Common Elements or Limited Common Elements, of this Condominium are hereby created in favor of the Developer and all Unit Owners, of this Condominium, their guests, assigns and invitees in order to provide reasonable access to all public ways, recreational facilities and lakes, Common Elements, and the individual Condominium Units of this Condominium.

XX.

Westwinds Development Area
and
Lake Maria

(A) This Condominium is located in an area being developed by the Developer and is known as Westwinds and Lake Maria Development Area. It is contemplated that portions of the Westwinds or Lake Maria Development Area will be added as additional phases to this Condominium. The Developer has no obligation to so do but may from time to time make such additions in accordance with Articles IV, V and VII hereof.

(B) There is attached to the Charter of Westwind Lakes Garden Homes Condominium Association, Inc. the legal description of the Development Area. Notwithstanding that that legal description is included as an exhibit to the Charter and therefore is recorded among the Public Records, only the property described on Exhibit "A" is submitted to condominium ownership and no commitment is made by the Developer that any of the balance of the land will be submitted to condominium ownership and the Developer, retains the right to include or to exclude any or all of the property not submitted to condominium ownership and not otherwise reserved as roadways or easements serving the Condominium from the Condominium Development.

(C) Centex Homes of Florida, Inc. has created and recorded the "Lake Maria Lake User Agreement". A copy of the aforesaid Agreement is attached to this Declaration as Exhibit XVI and all of the terms, conditions and provisions contained therein are hereby adopted and made a part of this Declaration. The aforesaid Lake Maria Lake User Agreement has heretofore been recorded among the Public Records of Dade County beginning at Official Records Book 12253, Page 2004. The said Agreement describes the obligations of the Association and the Condominium Unit Owners and their rights with respect to Lake Maria as well as describing the obligations and rights of the other owners of properties adjacent to the lake. The "Lake Association" defined therein at Article I, Section 6 is in fact the Association contemplated by this Declaration, to-wit: The Westwind Lakes Garden Homes Condominium Association, Inc.

XXI.

Miscellaneous Provisions.

(A) The "Common Elements" shall remain undivided and no Owner shall bring any action for partition.

(B) The Owners of the respective Units agree that if any portion of a Unit or Common Element or Limited Common Element encroaches upon another, a valid easement for the encroachment and the maintenance of same, so long as it stands, shall and does exist. In the event the multi-family structure is partially or totally destroyed, and then rebuilt, the Owners of the Condominium Parcels agree that encroachments of parts of the Common Elements or Limited Common Elements or Units due to construction shall be permitted, and that a valid easement for said encroachments and the maintenance thereof shall exist.

(C) No Owner of a Condominium Parcel may exempt himself from liability for his contribution towards the common expenses by waiver of the use and enjoyment of any of the Common Elements, or by the abandonment of his Unit.

(D) Each Unit Owner shall pay and be responsible for such ad valorem taxes and special assessments as are separately assessed against his Condominium Parcel. For the purposes of ad valorem taxation, the interest of the Owner of a Condominium Parcel in his Unit and in the Common Elements shall be considered as a Unit.

(E) The Board of Directors of the Association may enter into employment agreements with auditors, attorneys and such other persons as may be necessary for the orderly operation of the Condominium Property (and where applicable together with other condominiums in the Development Area), and the fees and compensation to be paid to said parties will be a common expense, subject to assessment, provided for in Article XI hereof.

(F) (i) During such time as the Developer, its successors or assigns, is in the process of construction on any portion of the Condominium Buildings, within the Westwinds Development Area, the Developer, its successors or assigns, reserve the right to prohibit access to any portion of the Common Elements of the Condominium Buildings to any of the occupants of the Building, and to utilize various portions of the Common Elements of the building in connection with such construction and development. No Unit Owner or his guests, or invitees shall in any way interfere or hamper the Developer, its successors or assigns, in connection with such construction. Thereafter, during such time as the Developer, its successors or assigns, own any Units within the Building and is carrying on any business in connection therewith, including the selling, renting or leasing of such Units, the Unit Owners, their guests and invitees shall in no way interfere with such activities or prevent access to such Units by the Developer, its successors or assigns. (ii) Developer will maintain a sales and/or construction office on the Premises of this Condominium and the said office will be maintained there or may be maintained there during such time as Developer is engaged in construction and/or sales of Condominium Units in the Westwinds Development Area.

(G) If any provisions of this Declaration or of the By-Laws of the Association attached hereto, or of the Condominium Act, or any section, sentence, clause, phrase or word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration, said By-Laws attached hereto, or the Condominium Act, and the application of any such provision, section, sentence, clause, phrase, or word in other circumstances shall not be affected thereby.

(H) Whenever notices are required to be transmitted hereunder, the same shall be sent to the Unit Owners by Certified Mail, Return Receipt Requested, except that notices of Association meetings and business may be sent by regular mail, postage pre-paid, at their place of residence in the Condominium building unless the Unit Owner has, by written notice, duly receipted for, specified a different address. Notices to the

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Association shall be transmitted by Certified Mail. Return Receipt Requested to:

Westwind Lakes Garden Homes Condominium
Association, Inc.
6553 S.W. 152nd Place
Miami, Florida 33193

or as otherwise stated by the Association in a written notice to the Owners. Notices to Developer shall be mailed to it by Certified Mail, Return Receipt Requested, to

Centex Homes Corporation
4740 North State Road 7
Suite 108
Ft. Lauderdale, Florida 33319

and

Centex Homes of Florida, Inc.
4740 North State Road 7
Suite 108
Ft. Lauderdale, Florida 33319

All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice.

(I) The Remedy for Violation provided for by Section 718.303 of the Condominium Act shall be in full force and effect. In addition thereto, should the Association find it necessary to bring court action to compel compliance with the law, this Declaration and the By-Laws of the Association, upon a finding by the Court that the violation complained is willful and deliberate, the Unit owner so violating shall reimburse the Association for reasonable attorney's fees incurred by it in bringing such action, as determined by the court, together with court costs.

(J) 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 plural shall include the singular. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a Condominium.

(K) Nothing hereinabove set forth in this Declaration shall be construed as prohibiting the Developer, or the Board of Directors of the Association, from removing, or authorizing the removal of any party wall between any Units in order that the said Units may be used together as a single Unit. In each event, all assessments, voting rights, and the share in the Common Elements shall be determined as if such Units were as originally designated on the Exhibits attached to this Declaration, notwithstanding the fact that several Units are used as one, to the intent and purpose that the Unit Owner of such "combined" Units shall be treated as the Unit Owner of as many Units as have been combined.

XXII.

Rights Reserved unto Institutional First Mortgagees.

The term "institutional first mortgagee" as defined in Article I(B) of this Declaration shall also include any insurer or guarantor of any institutional first mortgage as such term is defined in Article I(C) of this Declaration. As long as any institutional first mortgagee shall be the owner and holder of any institutional first mortgage upon any Condominium Unit or Units, such institutional first mortgagee shall have the following rights; to-wit:

(A) The Condominium Association shall be required to make available to institutional first mortgagees current copies of the Declaration of Condominium, By-Laws, other rules concerning the Condominium Project, and the books, records and financial statements of the Condominium Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

(B) Any institutional first mortgagee shall be entitled, upon written request, to the Condominium Association, to receive an audited financial statement for the immediately preceding fiscal year, free of charge, to the party so requesting. Any financial statement requested pursuant to this subsection shall be furnished within a reasonable time following such request.

(C) An institutional first mortgagee, upon written request to the Condominium Association, identifying the name and address of such institutional first mortgagee, and insurer or guarantor, and the Unit number encumbered by the institutional first mortgage, shall be entitled to timely written notice of:

(i) Any condemnation loss or any casualty loss which affects a material portion of the Condominium Project, or any Condominium Unit encumbered by an institutional first mortgage, owned, insured or guaranteed by such institutional first mortgagee, as applicable;

(ii) Any delinquency in the payment of assessments or charges incurred by an owner of a Condominium Unit encumbered by an institutional first mortgage held, insured or guaranteed by such institutional first mortgagee, which remains uncured for a period of sixty (60) days;

(iii) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Condominium Owners Association and any proposed action which would require the consent of a specified percentage of institutional first mortgagees as hereinafter specified.

XXIII.

Condemnation.

(A) Deposit of Awards with Insurance Trustee. The taking of all or a portion of the Condominium Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the insurance trustee. Even though the awards may be payable to the Unit Owners, the Unit Owners shall deposit the awards with the insurance trustee, and in the event of failure to do so, in the discretion of the Board of Directors of the Condominium Association, a special assessment shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereinafter made payable to that Owner. In the event of a total taking, the determination as to whether or not the Condominium will be continued after such taking will be determined in the manner provided for in Article XIII(C). For this purpose, the taking by eminent domain shall also be deemed to be a casualty. In the event of a partial taking a determination as to whether to continue the Condominium shall be determined in accordance with the provisions of Article XVII of this Declaration.

(B) Disbursement of Funds. If the Condominium Project is to be terminated after condemnation the proceeds of the awards and special assessments shall be distributed in the manner provided for in Article XVII of this Declaration.

(C) The Condominium Association as Attorney-in-Fact. The Condominium Association shall present the Condominium Unit Owners in any condemnation proceeding and in all negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements or part thereof. Each Condominium Unit Owner hereby irrevocably appoints the Condominium Association as Attorney-in-Fact for such purpose.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their proper officers, who are thereunto duly authorized and their corporate seal to be affixed hereto, on this 17 day of December, 1986.

Signed, sealed and delivered in the presence of:

CENTEX HOMES CORPORATION (formerly known as Centex Homes Enterprises, Inc.) a Nevada corporation (SEAL)

Charles S. Glover

By: Paul W. Asfahl

CENTEX HOMES OF FLORIDA, INC. a Nevada corporation (SEAL)

Charles S. Glover

By: Paul W. Asfahl

STATE OF FLORIDA)
) SS
COUNTY OF DADE)

BEFORE the undersigned authority, a Notary Public, personally appeared PAUL W. ASFAHL of Centex Homes Corporation, a Nevada corporation, who acknowledged before me that he, as an officer of said Corporation, executed the above and foregoing Declaration of Condominium for the uses and purposes therein expressed, and that he was authorized by said Centex Homes Corporation to execute said Declaration, and that the said Declaration is the act and deed of said Corporation, and that he affixed the corporate seal of said Corporation to said Declaration.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at said County and State, this 17 day of December, 1986.

Charles S. Glover
Notary Public,
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAY 26, 1989
BONDED THRU GENERAL INS. CO.