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**DECLARATION OF COVENANTS AND RESTRICTIONS
OF
CRESTVIEW**

This Declaration is made on the 29th day of September, 1998, by Century/Crestview, Ltd., a Florida limited partnership, its successors and/or assigns, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of certain property located in Miami-Dade County, Florida, which is more particularly described as follows:

All of the property located within the Plat of Crestview, as recorded in Plat Book 153, Page 20 of the Public Records of Miami-Dade County, Florida.

WHEREAS, Developer contemplates the ultimate establishment of a residential community to be known as Crestview including common areas for the collective use of all the residents of Crestview which will consist of the common areas of the property now submitted to this Declaration; and

WHEREAS, Developer desires: (i) to provide for the preservation of the values and amenities in the Crestview community and for the maintenance, repair, replacement and administration of such common areas; and (ii) to establish the classes of persons entitled to the use of such common areas 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 of the common areas; and

WHEREAS, Crestview Homeowners' Association, Inc. is to be incorporated under the laws of the State of Florida as a not-for-profit corporation for the purpose of performing those functions hereinabove set forth; and

WHEREAS, Developer will convey the lots, as the term is hereinafter defined, in the Crestview community, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth;

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

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ARTICLE I

DEFINITIONS

The following words and terms when used in this Declaration and in its exhibits shall have the following meanings:

A. "Articles of Incorporation" - shall mean and refer to the Articles of Incorporation of CRESTVIEW HOMEOWNERS' ASSOCIATION, INC., all exhibits which are attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

B. "Association" shall mean and refer to CRESTVIEW HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, which is to be incorporated.

C. "By-Laws" shall mean and refer to the By-Laws of CRESTVIEW HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, all exhibits which are attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

D. "Common Areas" shall mean and refer to: All of The Properties, as defined hereinbelow, less and except all Lots and Residential Units hereinbelow defined and all properties which have been dedicated or conveyed to Metropolitan Miami-Dade County, Florida or the public and also excluding any public utility installations thereon. Common Areas shall include the entrance features, the perimeter fence and hedges and all personal property used in connection with the above owned or leased by the Association.

E. "Developer" shall mean and refer to Century/Crestview, Ltd., a Florida limited partnership, its successors and such of its assigns as to which the right of Developer hereunder are specifically assigned.

F. "Declaration" shall mean and refer to these covenants and restrictions, the exhibits hereto, and such amendments, if any, as may be duly adopted from time to time pursuant to the terms hereof.

G. "Institutional Mortgagee" shall mean and refer to a bank, or a savings and loan association, or an insurance company, or a pension fund, or a real estate trust, or other private or governmental institution which is engaged in the business of mortgage financing, which owns or holds a first and prior mortgage encumbering a Lot. The term "Institutional Mortgagee" shall include the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development and the United States Veterans Administration and similar and successor entities that own or hold a first and prior mortgage encumbering a Lot.

H. "Institutional Mortgage" shall mean and refer to a mortgage made by a bank, or a savings and loan association, or an insurance company, or a pension fund, or a real estate trust, or other private or governmental institution which is engaged in the business of mortgage financing, which is a first and prior mortgage encumbering a Lot or Residential Unit.

I. "Lot" shall mean and refer to any single lot as shown on the Plat of CRESTVIEW as recorded in the Public Records of Miami-Dade County, Florida with the exception of Common Areas.

J. "Member" shall mean and refer to all those owners of Lots and/or Residential Units who are members of the Association as provided in Article IV, Section I, hereof.

K. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot and/or Residential Unit as defined herein.

L. "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any amendment hereto.

M. "Residential Unit" shall mean and refer to any residential unit designated and intended for use by a single family, the construction of which has been completed as evidenced by the issuance of a certificate of occupancy or its equivalent by the appropriate governmental authority.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION ADDITIONS THERETO

Section 1. Conditions. The Properties shall be held, transferred, sold, conveyed and occupied subject to the terms and conditions of this Declaration, and any lawful amendments hereto whether or not reference to this Declaration is made in any such deed of conveyance or other instrument. The recording of this Declaration in the Public Records of Miami-Dade County and the subjecting of The 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 or improvements within The Properties to third parties free and clear of any conditions, restrictions or easements except for those specifically provided for herein and such other matters that may be of record in said Public Records. Lots conveyed by the Developer to third parties shall be held in fee simple title by said third parties in accordance with this Declaration.

Section 2. Supplements. Developer may from time to time bring other land under the provisions hereof by recording supplemental declarations, which shall not require the consent of then existing Owners or the Association, and thereby add to The Properties. To the extent that such additional real property shall be made a part of the Properties as a common scheme, reference herein to The Properties should be deemed to be reference to all of such additional property where such reference is intended to include property other than that legally described above.

Nothing herein, however, shall obligate the Developer to add to the initial portion of The Properties, to develop any such future portions under such common scheme, nor to prohibit Developer from rezoning and changing the development plans with respect to such future portions. All Owners, by acceptance of a deed to their Lots, thereby automatically consent to any such rezoning, change, addition or deletion thereafter made by Developer and shall evidence such consent in writing as requested to do so by the Developer at any time. Any additions or exclusions shall require proper written approval of Miami-Dade County.

ARTICLE III

PROPERTY RIGHTS IN THE COMMON AREAS; OTHER EASEMENTS

Section 1. Ownership. The Common Areas are hereby dedicated to the joint and several use, in common, of the Owners of all Lots that may from time to time constitute part of The Properties. The Developer covenants for itself and its successors and assigns that it will convey the fee simple title to the Common Areas to the Association free and clear of all encumbrances and liens. Such a conveyance will occur on or before the time of the conveyance of the first Lot to an Owner. The Association shall accept such a conveyance. The conveyance and transfer of title to the Association shall be subject to taxes for the year of conveyance, restrictions, limitations, conditions, reservations and easements of record and all matters as shown on the recorded plat. Beginning upon the date these covenants are recorded, the Association shall be responsible for the maintenance of the Common Areas, in a continuous and satisfactory manner without cost to the general taxpayers.

of Miami-Dade County. It is intended that all real estate taxes levied against the Common Areas shall be proportionately assessed against and payable as part of the taxes of the Lots within The Properties. However, in the event that any such taxes are assessed directly against the Common Areas, the Association shall be responsible for the payment of same, including taxes on any improvements and any personal property thereon accruing from and after the date these covenants are recorded, and such taxes shall be prorated between the Developer and the Association as of the date of such recordation. Developer shall have the right from time to time to enter upon the Common Areas during periods of construction upon adjacent properties, and for the purpose of construction of any facilities on the Common Areas that Developer elects to build, and Developer shall have the right to use the Common Areas for sales, display and signs during the period of construction and sales for any portion of The Properties. The Owner of the Lot or Residential Unit shall have no personal liability for any damages for which the Association is legally liable or which arises out of or is connected with the existence or use of any portion of the Common Area or any other property required to be maintained by the Association. The Common Areas cannot be mortgaged or conveyed without the consent of at least 2/3rds of the Lot Owners, excluding the Developer. Furthermore, no portion of the Common Area may be mortgaged or conveyed by the Association without the written consent of Metropolitan Miami-Dade County.

Section 2. Owners Easement. Every Owner shall have a permanent and perpetual easement for the use of all Common Areas located thereon, in common with all other Owners. Such rights and easements shall inure to the benefit of the Owner, his family, guests and tenants though subject to the following:

(a) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas in compliance with the provisions of this Declaration and any other existing restrictions or any restrictions which may from time to time be recorded by Developer.

(b) The right of the Association to adopt and enforce rules and regulations governing the use of the Common Areas, including the right to fine Members as provided in Article IX hereof. If ingress or egress to any residence is through any Common Areas, any conveyance or encumbrance of such area is subject to the Lot Owner's easement.

Section 3. Easement Appurtenant. All easements provided for in this Section shall be appurtenant to and shall pass with the title to each Lot or Residential Unit.

Section 4. Maintenance. The Association shall at all times maintain in good repair, and shall replace as often as necessary, any and all improvements situated on the Common Areas (upon completion or construction by Developer), except for the installations for which a public authority or any utility company is responsible; such work to be done as ordered by the Board of Directors of the Association acting on a majority vote of the Board of Directors. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article V hereof.

Section 5. Utility Easements. Public utilities may be installed underground in the Common Areas when necessary for the service of The Properties or other lands owned by Developer, but all use of utility easements shall be in accordance with the applicable provisions of this Declaration.

Section 6. Project Identification. The Developer may, in its discretion as it desires, and with the approval of Miami-Dade County, erect and maintain identification structures on The Properties. This action will not require the approval of the Association or its Board of Directors.

ARTICLE IV**MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

Section 1. Membership. Every person or entity, who is a record owner of a fee or undivided fee interest in a Lot shall be a member of the Association. Notwithstanding anything else to the contrary set forth in this Section 1, any such person or entity who holds such interest merely as security for the performance of any obligation shall not be a member of said Association.

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

Class A. Class A Members shall be all Owners as defined in Section 1 with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot or Residential Unit in which they hold the interests required for membership by said Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised in the manner set for in the By-Laws.

Class B. Class B Member shall be the Developer. The Class B Member shall be entitled to three (3) votes for each Lot it owns. The Class B membership shall cease and be converted to Class A Membership upon the first to occur of the following events:

- (a) 90% of the Residential Units are deeded to homeowners;
- (b) On April 14, 2004; or
- (c) Thirty (30) days after the Developer elects to terminate the Class B membership.

Section 3. General Matter. When reference is made herein, or in the Articles, By-Laws, Rules and Regulations (if any), management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members and not of the Members themselves.

ARTICLE V**COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation for Assessments to be Paid to The Association. Subject to Section 6 of this Article V, the Developer for each Lot owned by it within the Properties and each other Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant, (which covenant shall run with the land and be binding on every Owner) and agrees to pay to the Association certain assessments which shall include but not be limited to the following: annual assessments or charges to fund regular operating expenses of the Association and such reserves as may be established from time to time; special assessments for capital improvements or repairs, to defray shortfalls in the annual budget or for such other purposes as the Association may deem necessary or prudent; annual assessments or charges to effect payment of the real property taxes assessed against the Common Areas and the improvements thereon, if any, and the personal property taxes assessed against the personal property located on or contained in the Common Areas or otherwise owned by the Association, or any other tax to which the Association or the Common Areas or the improvements thereon or the personal property used in connection therewith becomes subject. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. All such assessments (together with interest thereon and costs of collection thereof including attorneys fees as hereinafter provided), shall be a charge on the land and shall be a continuing lien upon the property upon which each such assessment is made, and said lien may be enforced and foreclosed in the same manner in which mortgages are enforced and foreclosed. Each such assessment, together

with interest, costs, and attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot subject to the assessment at the time when the assessment fell due.

Section 2. Annual Assessment. The annual assessments shall be based upon the budget adopted by the Board of Directors of the Association from time to time for the operation and maintenance of the Common Areas, the operation of the business of the Association and for other purposes and Association expenses as provided in the Declaration.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Eighty and 00/100 (\$180.00) Dollars assessed in advance semi-annually at Ninety and 00/100 (\$90.00) Dollars.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without the vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3rds) of each class of members who are voting in person or by proxy, at a meeting duly called for that purpose.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, and for the purpose of defraying budgetary shortfalls and to pay expenses of the Association incurred in connection with its operation, maintenance and repair of the Common Areas and enforcing the Covenants herein contained which expenses were not included in the annual budget upon which the annual assessments were based on, provided that such assessment shall have the assent of at least two-thirds (2/3rds) of each class of membership who are voting in person or by proxy at a meeting duly called for that purpose.

Section 5. Notice and Quorum for any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty (60%) percent of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rate of Assessment. All annual assessments and any special assessments described in Sections 3 and 4 above shall be fixed at a uniform rate for each Lot. Assessments may be collected on a monthly basis or on such other basis as the Association by majority vote of its Board of Directors determines. Notwithstanding anything in this Declaration or this Section 6 to the contrary, however, the assessments due for unsold Lots within The Properties owned by Developer on which Lots a Residential Unit has not yet been constructed or on which Lots construction of the Residential Unit has not yet been completed, shall be 50% of the assessments charged against each Lot Owner other than Developer. Developer shall begin paying one hundred (100%) percent of the amount of the annual assessment (for the months remaining in that fiscal year) for each Lot owned by Developer with a completed Residential Unit constructed thereon on the first day of the month following the month in which construction of the Residential Unit is deemed completed. Instead of paying its prorata share of the annual assessments based on the number of Lots or Residential Units it owns in The Properties in accordance with the preceding formulas, Developer may guarantee to advance to the Association in accordance with the terms hereinafter set forth, the difference if any, between the aggregate amount of annual assessments assessed all Lot Owners other than Developer

and the amount of Association expenses necessary to operate and maintain the Common Areas and the business of the Association in accordance with this Declaration. This guaranty shall continue until such time as the Developer elects not to continue the guarantee herein described. Thereafter Developer shall pay assessments in the manner set forth in this Section 6. During the period that Developer guarantees the budget as described herein, Developer shall be excused from the payment of any assessments on the Lots owned by Developer within The Properties and Developer shall pay any amount of the common expenses of the Association incurred during such guaranty period that exceeds the amount of the assessments levied by the Association on Owners other than Developer in accordance with the guaranty set forth above. This guaranty by Developer shall not include any obligation by Developer to make up any shortfall in funds needed to pay Association common expenses that results from the non-payment of delinquent payment of their Lots pursuant to this Declaration, or other costs incurred assessments in the collection of assessments or foreclosure of liens for assessments.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The assessments provided for herein shall commence on the first day of the month immediately following the recording of this Declaration in the Public Records of Dade County, Florida, or at such later date as Developer shall determine, provided Developer gives the Owners written notice of such later date. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. In the event the Board of Directors has failed to set the new annual assessment rate or has failed to notify Owners of the new rate for any assessment year, the Owners shall continue to pay their annual assessments at the rate and on the due dates set the previous assessment year. The Owners shall have no right to withhold any annual assessment payment as a result of the Board of Directors' failure to set a rate or due dates for the annual assessment for any assessment year or as a result of the Board of Directors' failure to notify Owners of such rate, and all Owners shall continue to make annual assessment payments as herein provided.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association: the Personal Obligation of the Owner: the Lien. The Association shall be responsible and shall be obligated to enforce the payment of the assessments due hereunder and to take such actions as may be necessary to collect delinquent assessments levied pursuant to the terms of this Declaration. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within five (5) days after the due date, the assessment shall bear interest from the date of delinquency at eighteen (18%) percent per annum and the Association, acting through its Board of Directors, may bring an action at law against the Owner personally obligated to pay the same, or his heirs, devisees, personal representatives, successors or assigns and/or foreclose the lien against the delinquent property, and interest, costs, and reasonable attorney's fees of any such action or actions shall be added to the amount of such assessment. If the assessment is not paid within thirty (30) days after the due date, the Board of Directors may impose a late charge on such delinquent payment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas or abandonment of his Lot or any other action. Notwithstanding any other provisions of this Declaration to the contrary, the Board of Directors shall have the right to suspend any Owner's voting rights in the Association for any period during which any assessment due pursuant to this Declaration has remained unpaid for more than thirty (30) days after the due date for such assessment. Any individual or entity that acquires title to a Lot upon the death of an Owner or by operation of law shall be personally liable for unpaid assessments with respect to such Lot. In any voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments due or accruing prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. If any assessment is not paid within five (5) days after it becomes due, then the Association shall also have a continuing lien on the delinquent Lot which lien shall continue until the delinquent assessment is paid. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant, which covenant shall run with the land, that such lien does exist and is, and shall be superior to all other charges or liens against the property except the lien of an Institutional Mortgagee. Such assessment lien may be perfected by the filing of an instrument among the Public Records of Miami-Dade County, Florida

indicating the amount of such lien and the obligation for interest and attorney's fees and costs of collection. The lien shall be enforced and foreclosed in the same manner in which mortgages are enforced and foreclosed. The Association may pursue any one or more of the remedies described herein or provided by law or equity at the same time or successively and the Association's choice of one remedy shall not be a bar or prohibit the Association from thereafter pursuing any other remedy. The Association, by and through its authorized officers shall, from time to time, upon the request of an Owner or mortgagee, issue a certificate in recordable form stating the amount of any assessments due with respect to a Lot or stating that all assessments due to the Association are current with respect to a Lot. Any third party may rely on such certificate, and the Association shall be bound thereby.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be superior to all other liens save and except Institutional Mortgage liens and real estate property tax liens. Sale or transfer of any Lot which is subject to a mortgage as herein described pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. However, no sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Any unpaid assessments which cannot be collected as a lien against any Lot as a result of a foreclosure or the granting of a deed in lieu of foreclosure and which are otherwise uncollectible from the Owner personally responsible for the same shall be a common expense of the Association payable by and assessed against all Lots including the Lot as to which the foreclosure or deed in lieu of foreclosure took place.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Areas; and (c) any portion of The Properties which is designated and/or reserved exclusively for easements (excluding Lots on which easements may be granted except if the easement granted prohibits the construction of a Residential Unit on the Lot). However, no land or improvements devoted to dwelling use shall be exempt from said assessments and the existence of an easement on any Lot shall not affect the obligation of the Owner to pay his full assessments with respect to the Lot.

Section 11. Capital Contribution. Each Owner at the time of purchase of a Lot from the Developer shall, in addition to paying his prorata share of the monthly assessment due for the month of closing, pay as a non-refundable capital contribution to the Association an amount equal to One Hundred and No/100 (\$100.00) Dollars. Such amount shall not be credited against future monthly assessment payments due hereunder but shall constitute a separate capital contribution which shall be received and applied for regular Association expenses.

ARTICLE VI

MAINTENANCE OF UNITS AND LOTS

Section 1. Exteriors of Units. Each Owner shall maintain all structures (including the Residential Unit) located on his Lot in a neat, orderly and attractive manner and consistent with the general appearance of The Properties as a whole. The minimum (though not sole) standard for the foregoing shall be consistent with the general appearance of The Properties as initially constructed and otherwise improved by Developer. Each Owner shall repaint or restrain, as appropriate, the exterior portions of his Residential Unit (with the same colors as initially used by Developer) as often as is necessary to comply with the foregoing standards.

Section 2. Lots. Each Owner shall maintain the trees, shrubbery, grass and other landscaping on his Lot in a neat, orderly and attractive manner and consistent with the general appearance of The Properties as a whole. The minimum (though not sole) standard for the foregoing shall be the general appearance of The Properties as initially landscaped by Developer (such standard being subject to being raised by virtue of the natural and orderly growth and maturation of applicable

landscaping as properly trimmed and maintained).

Section 3. Remedies for Noncompliance. In the event of the failure of an Owner to maintain his Residential Unit or Lot in accordance with this Article, the Association shall have the right, upon five (5) days prior written notice to the Owner at the address last appearing in the records of the Association, to enter upon the Owner's Lot and perform such work as is necessary to bring the Lot or Residential Unit, as applicable, into compliance with the standards set forth in this Article. Such work may include, but shall not necessarily be limited to, the cutting/trimming of grass, trees and shrubs; the removal (by spraying or otherwise) of weeds and other vegetation; the resoiling or replanting of grass, trees or shrubs; the repainting or restaining of exterior surfaces of a Residential Unit; the repair of walls, fences, roofs, doors, windows and other portions of a Residential Unit or other structures on a Lot; and such other remedial work as is judged necessary by the Association or the Architectural Control Board hereinafter defined. The remedies provided for herein shall be cumulative with all other remedies available to the Association under this Declaration (including, without limitation, the imposition of fines or the filing of legal or equitable actions).

Section 4. Costs of Remedial Work; Surcharges. In the event that the Association performs any remedial work on a Residential Unit or Lot pursuant to this Article, the costs and expenses thereof shall be deemed a special assessment under of this Declaration and may be immediately imposed by the Board of Directors. In order to discourage Owners from abandoning certain duties hereunder for the purpose of forcing the Association to assume same, and, additionally, to reimburse the Association for administrative expenses incurred, the Board of Directors may impose a surcharge of not more than thirty-five (35%) percent of the cost of the applicable remedial work, such surcharge to be a part of the aforesaid special assessment. No bids need be obtained by the Association for any of the work performed pursuant to this Article and the person(s) or company performing such work may be selected by the Association in its sole discretion.

Section 5. Right of Entry. There is hereby created an easement in favor of the Association and its applicable designees over each Lot for the purpose of entering onto the Lot in the performance of the work herein described, provided that the notice requirements of this Article are complied with and any such entry is during reasonable hours.

ARTICLE VII

CERTAIN RULES AND REGULATIONS

Section 1. Applicability. The provisions of this Article VII shall be applicable to all of The Properties but shall not be applicable to the Developer or Lots or other property owned by the Developer.

Section 2. Land Use and Building Type. No Lot shall be used except for residential purposes. No building constructed on a Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one Residential Unit. Temporary uses by Developer and its affiliates for model homes, sales displays, parking lots, sales offices, and other offices, or any combination of such uses, shall be permitted until permanent cessation of such uses takes place. No changes may be made in buildings erected by the Developer or its affiliates (except if such changes are made by the Developer) without the consent of the Architectural Control Board as provided herein.

Section 3. Easements. Easements for installation and maintenance of utilities are reserved as shown on the recorded plat covering The Properties and as provided herein. Within these easements, no structure, planting or other material may be placed or permitted to remain that will interfere with or prevent the maintenance of utilities. The area of each Lot covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the Lot, except as provided herein to the contrary and except for installations for which a public authority or utility company is responsible. The appropriate water and sewer authority, electrical utility company, telephone company, the Association, the Developer and its affiliates, and their respective successors

and assigns, shall have a perpetual easement for the installation and maintenance, all underground, of water lines, sanitary sewers, storm drains, and electric, telephone and security lines, cables and conduits, under and through the utility easements as shown on the Plat. The Developer and its affiliates, and their designees, successors and assigns, shall have a perpetual easement for the installation and maintenance of cable and community antennae, radio, television and security lines (and for all future technological advances not now known) within platted utility easement areas. All utilities and lines within the subdivision, whether in street rights-of-way or utility easements, shall be installed and maintained underground.

Section 4. Nuisances. No noxious, offensive or unlawful activity shall be carried on upon The Properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Owners.

Section 5. Signs. No sign of any kind shall be displayed to the public view on The Properties, except only one sign of not more than one (1) square foot used to indicate the name of the resident or one sign or not more than one (1) square foot advertising the Lot for sale or for rent (in locations and in accordance with design standards approved by the Architectural Control Board). No sign of any kind shall be permitted to be placed inside a home or on the outside walls of the home or on any fences on The Properties, nor on Common Areas, nor on dedicated areas, nor on entryways or on any vehicles within The Properties, except such as are placed by the Developer or its affiliates.

Section 6. Visibility at Intersections. No obstruction to visibility at street intersections or Common Area intersections shall be permitted.

Section 7. Architectural Control. No building, wall, fence or other structure or improvement of any nature (including, but not limited to, landscaping, exterior paint or finish, basketball hoops, birdhouses, pet houses, asphaltting or other improvements or changes of any kind) shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping or of the materials as may be required by the Architectural Control Board (the "Board") have been approved in writing by the Board and all necessary governmental permits are obtained. Each building, wall, fence or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plans, or any of them which must be submitted to the Board. Rejection by the Board of same may be based on any ground, including purely aesthetic grounds, which in the sole discretion of said Board seem sufficient. Any change in the exterior appearance of any building, wall, fence or other structure or improvements, and any change in the appearance of the landscaping shall be deemed an alteration requiring approval. The Board shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. A majority of the Board may take any action the Board is empowered to take, may designate a representative to act for the Board and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Board, the remaining members shall have full authority to designate a successor. The members of the Board shall not be entitled to any compensation for service performed pursuant to this covenant. The Board shall act on submission to it within thirty (30) days after receipt of the same (and all further documentation required) or else the request shall be deemed approved. Members of the Board shall be appointed by the Board of Directors of the Association as a committee thereof.

The approval of any proposed improvements or alterations by the Board shall not constitute a warranty or approval as to, and no member or representative of the Board or the Board of Directors shall be liable for, the safety, soundness, workmanship, materials or usefulness for any purpose of any such improvement or alteration nor as to its compliance with governmental or industry codes or standards. By submitting a request for the approval of any improvement or alteration, the requesting Owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives, and the Association generally, from and for any loss, claim or damage connected with the aforesaid aspect of the improvements or alterations.

Without limiting the generality of Section 1 of this Article VII, the foregoing provisions shall not be applicable to the Developer or to construction activities conducted by the Developer or its affiliates.

Section 8. Commercial Trucks, Trailers, Campers and Boats. No trucks or commercial vehicles, or campers, mobile homes, motorhomes, house trailers or trailers of every other description, recreational vehicles, boats or boat trailers, horse trailers or vans, shall be permitted to be parked or to be stored at any place on The Properties, unless the Developer or the Association designates specifically certain spaces for some or all of the above. This prohibition on parking shall not apply to temporary parking (four [4] hours or less) of trucks and commercial vehicles, such as pick-up and delivery and other commercial services. This prohibition does not apply to passenger type vans used for personal use which are in acceptable condition in the sole opinion of the Board (which favorable opinion may be changed at any time), nor to any vehicles of the Developer or its affiliates. No on-street parking shall be permitted.

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations now or hereafter adopted may be towed by the Association at the sole expense of the Owner of such vehicle if such vehicle remained in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any reason, shall be grounds for relief of any kind. For the purpose of this paragraph, "vehicle" shall also mean campers, mobile homes and trailers. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

Section 9. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the applicable governmental authority for disposal or collection of waste shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Containers must be rigid plastic, no less than 20 gallons or more than 32 gallons in capacity, and well sealed. Such containers may not be placed out for collection sooner than 16 hours prior to scheduled collection and must be removed within 12 hours of collection.

Section 10. Fences. No fence, wall or other structure shall be erected in the front yard, back yard, or side yard setback areas, except as originally installed by Developer or its affiliates, and except any approved by the Board as provided above.

Section 11. Unit Air Conditioners and Reflective Materials. No air conditioning units may be mounted through windows or walls. No building shall have any sheets, plastic bags, newspaper or aluminum foil placed in any window or any reflective substance or any other materials (except standard window treatments) placed on any glass, except such as may be approved by the Board for energy conservation purposes.

Section 12. Drainage. No changes in elevations of any property subject to this Declaration shall be made which will cause drainage problems for adjoining property. In the event of a dispute with respect to any such change, the issue shall be submitted in writing to the Board of Directors of the Association whose decision on the same shall be final.

Section 13. Clothes Drying. No clothes lines or similar apparatus shall be installed on any Lot and no portion of any Lot shall be used for drying or hanging laundry or similar items.

ARTICLE VIII

RESALE, LEASE AND OCCUPANCY RESTRICTIONS

Section 1. Estoppel Certificate. No Owner, other than Developer, may sell or convey his interest in a Lot unless all sums due the Association shall be paid in full and an estoppel certificate

in recordable form to such effect shall have been received by the Owner. If all such sums shall have been paid, the Association shall deliver such certificate within ten (10) days of a written request therefor. The Owner requesting the certificate shall pay to the Association a reasonable sum to cover the costs of examining records and preparing the certificate, said sum not to exceed the sum of two (2) months assessments.

Section 2. Leases. No portion of a Lot and Residential Unit (other than an entire Lot and Unit) may be rented. All leases shall be in writing, be approved by the Association and shall provide that the Association shall have the right to terminate the lease in the name of and as agent for the lessor upon default by tenant in observing any of the provisions of the Declaration, the Articles of Incorporation, By-Laws of the Association and applicable rules and regulations, if any. Leasing of Lots and Residential Units shall also be subject to the prior written approval of the Association, which approval shall not be unreasonably withheld. No lease shall be approved for a term of less than (1) year. The prior written approval of the Association for a lease shall not apply to Lots and/or Residential Units acquired by an Institutional Mortgagee who has acquired title to the Lot and/or Residential Unit through foreclosure or deed in lieu of foreclosure. The Owner will be jointly and severally liable with the tenant to the Association for any sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. The Board of Directors may by a majority vote establish a requirement that a sum of money not to exceed 1% of the appraised value of the Lot and Residential Unit be deposited in escrow with the Association to repair any damage to the Common Areas or other portions of The Properties resulting from acts or omissions of tenants (as determined in the sole discretion of the Association).

ARTICLE IX

ENFORCEMENT

Section 1. Compliance by Owners. Every Owner shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

Section 2. Enforcement. Failure of an Owner to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend voting rights and use of Common Areas (except for legal access) of defaulting Owners. The offending Lot Owner shall be responsible for all costs of enforcement including attorney's fees actually incurred and court costs.

Section 3. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

(a) **Notice:** The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors of the Association at which time the Owner shall present reasons why a fine(s) should not be imposed. At least seven (7) days notice of such meeting shall be given.

(b) **Hearing:** The alleged non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why a fine(s) should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty-one (21) days after the Board of Directors' meeting. The Owner shall have a right to be represented by counsel and to cross examine witnesses.

(c) **Amounts:** The Board of Directors (if its or such panel's finding are made against the Owner) may impose special assessments against the Lot owned by the Owner as follows:

(1) First non-compliance or violation: a fine not in excess of 1/10th of one percent of the appraised value of the Lot and Residential Unit.

(2) Second non-compliance or violation: a fine not in excess of 1/4 of one percent of the appraised value of the Lot and Residential Unit.

(3) Third and subsequent non-compliance or violation which are of a continuing nature: a fine not in excess of 1/2 of one percent of the appraised value of the Lot and Residential Unit.

(d) Payment of Penalties. Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines. Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth herein.

(f) Application of Proceeds. All monies received from fines shall be allocated as directed by the Board of Directors of the Association.

(g) Non-Exclusive Remedies. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

ARTICLE X

EASEMENTS

Section 1. Reservation of Easements. Easements for the installation and maintenance of any canals, for utilities and drainage facilities, rights of way, and for a cable television system, will be set forth and contained in the recorded plat of the Properties and may be contained in any subsequent plat or plats filed, from time to time, among the Public Records of Miami-Dade County, Florida. In addition to the easements to be set forth in the recorded plat of the Properties and any subsequent plats referred to herein, Developer expressly reserves easements for the installation and maintenance of additional utilities, drainage facilities, and for a cable television system and Developer reserves the right to set forth more specifically the exact location and placement of any such easements or to relocate any existing easements. These easements, to the extent possible, will be located within the Common Areas of the Properties or those areas dedicated or conveyed to Metropolitan Miami-Dade County, Florida. An easement is reserved on each Lot for the installation and maintenance of the service connection from the utilities, drainage systems or cable television system to any Lot or Residential Unit within the Properties.

Section 2. Easement Rights. Easements are expressly provided for and reserved in favor of the Developer, its agents and employees, and other Owners and occupants of the Properties, their guests, invitees and tenants, for ingress and egress over and about the Common Areas for the purpose of entering and leaving the Properties. The rights provided under this easement shall be exercised by the foregoing parties in a manner so as not to interfere with the use and enjoyment of any Common Areas by the Owners of Lots, their families, guests or tenants. The use by Developer, its agents or employees, of the easement described herein during the construction and sales period shall not be deemed an interference of the use and enjoyment of the Common Areas or any Lot or Residential Unit on the Properties.

Section 3. Encroachment Easements. Notwithstanding any other provisions contained in this Declaration, in the event that any Residential Unit, as constructed by the Developer on a Lot, encroaches upon any portion of the Common Areas or adjoining Lot(s), then a perpetual easement appurtenant to such Lot shall exist for the continuance of any such encroachment on the Common

Areas or adjoining Lot(s). In the event any fence, roof, overhanging roof, or portion of the Residential Unit as constructed upon any Lot by Developer, encroaches or overlaps upon any other Lot or the Common Areas, then, in such event, a perpetual easement appurtenant to the Lot upon which the fence, roof, overhanging roof, or Residential Unit is constructed shall also exist for the continuation of any such encroachment or overlapping upon the adjoining Lot(s) and Common Areas.

Section 4. Public Easements. Fire, police, health, sanitary and other public service personnel and vehicles shall have a perpetual, non-exclusive easement for ingress and egress over and across all Common Areas in the Properties and an easement on the Lots as needed.

ARTICLE XI

INSURANCE

Insurance. Insurance covering portions of the Common Areas shall be governed by the following provisions:

Section 1. Purchase, Custody and Payment.

(a) All insurance policies described herein covering portions of the Common Areas shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.

(b) The named insured shall be the Association, individually, and as agent for Owners of Lots covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Owners and their mortgagees shall be deemed additional insureds.

(c) One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to each Institutional Mortgagee who holds a mortgage upon a Lot covered by the policy. Copies or certificates also shall be furnished, upon request, not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.

Section 2. Coverage. The Association shall maintain insurance covering the following:

(a) Casualty. All improvements located on the Common Areas from time to time, together with all service machinery contained therein (collectively, the "Insured Property"), shall be insured in an amount not less than one hundred percent (100%) of the full insurable replacement value thereof, excluding foundation and excavation costs. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

(i) Loss or Damage by Fire and Hazards - covered by a standard extended coverage endorsement; and

(ii) Such Other Risks - as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

(b) Liability. Comprehensive general public liability covering loss or damage resulting from accidents or occurrences on or about the Common Areas, or any work, matters or things related to the Common Areas, with such coverage as shall be required by the Board of Directors of the Association, but with combined single limit liability of not less than \$1,000,000.00 bodily injury and property damage for each accident or occurrence, and with a cross liability endorsement to cover liabilities of the Owners as a group to any Owner, and vice versa.

- (c) Workmen's Compensation and other mandatory insurance, when applicable.
- (d) Fidelity Insurance covering all directors, officers and employees of the Association and managing agents who handle Association funds, if any.
- (e) Such Other Insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association and against the Owners individually or as a group, (ii) pay only a fraction of any loss in the event of coinsurance or if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, or by a member of the Board of Directors of the Association or by one or more Owners.

Section 3. Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association as a common expense, except that the amount of increase in the premium occasioned by misuse, occupancy or abandonment of any one (1) or more Lots or their appurtenances or of the Common Areas by particular Owners shall be assessed against and paid by such Owners. Premiums shall be assessed against and paid by such Owners. Premiums may be financed in such manner as the Board of Directors deems appropriate.

Section 4. Benefit of Institutional Mortgagee. Certain provisions in this Article XI entitled "Insurance" are for the benefit of Institutional Mortgagees and may be enforced by such mortgagees.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Covenants Run With Land. All restrictions, reservations, covenants, conditions and easements contained in this Declaration shall constitute covenants running with the land, and all grantees, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons agree to be bound by the provisions of this Declaration of Covenants and Restrictions, and the Articles of Incorporation and By-Laws of the Association, and the rules and regulations established by the Association.

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

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

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns. The Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded. Notwithstanding the foregoing provisions, no amendments which affect the Common Areas, membership, assessments, facilities for common use of occupants, maintenance of the Common Areas, or the rights and priorities pertinent to liens set forth in this Declaration shall be made or be effective at any time absent the express written consent of Metropolitan Miami-Dade County.

Section 5. Remedy for Violation. For violation or a breach of any of the provisions herein, or the provisions of the Articles of Incorporation or By-Laws of the Association by any person claiming by, through or under the Developer and/or the Association, or by virtue of any judicial proceedings, the Owner or the Association or the Developer or a first mortgagee or any of them shall have the right to proceed at law for damages or in equity to compel compliance with any of such provisions or for such other relief as may be appropriate. In the event that resort to this Section 5 becomes necessary, or it is necessary to engage the services of an attorney for enforcement of any of the provisions of this Declaration, then the defaulting parties shall be liable for all costs and expenses of enforcement including any attorney's fees incurred, regardless of whether suit is filed. If suit is filed the prevailing party shall be entitled to attorneys' fees at the trial and all appellate levels and shall also be entitled to all expenses and court costs incurred in connection therewith.

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

Section 7. Instruments Governing Common Areas and Owners of Lots. This Declaration, the Articles of Incorporation, the By-Laws of the Association, and any lawful amendments, from time to time to said instruments, shall govern the Common Areas and the rights, duties and responsibilities of the Owners of Lots. In the event of any inconsistencies between this Declaration and the Articles of Incorporation or By-Laws of the Association, the provisions of this Declaration shall govern and control.

Section 8. Developer as Owner. During the sales period for the sale of the Lots on the Properties by Developer to third parties or during such time that Developer owns any Lots for sale to a third party in the Properties, the Members of the Association shall not take any action that would interfere with or undermine Developer's promotion or sale of said Lots to third parties.

Section 9. Notice to Owners. Whenever notices are required to be given hereunder, the same shall be sent to the Owners by regular mail at the address of the Residential Unit situated upon the Lot except that any notice of a violation of the terms of this Declaration shall be sent by Certified Mail, Return Receipt requested or such notice may be hand-delivered to the Owner or members of his family or his agents. Such notices shall be deemed given when deposited in the United States Mails or hand-delivered. Any Owner may change his mailing address by written notice addressed to the Association.

Section 10. Owner's Liability and Casualty Insurance. No person other than the Owner or his mortgagee where permitted by his mortgage, shall have the right to place hazard or liability insurance on his Lot and Residential Unit. There may not be any requirement imposed to insure through a particular company or agent or to require the policies be approved by the Association or Developer. Proceeds of insurance shall not be required to be paid to anyone other than the Owner and/or his mortgagee.

Section 11. Governing Documents. The Association shall make available for inspection during normal business hours to any Owner, first mortgagee, insurer, or guarantor of a first mortgage on a Lot in the Property requesting the same, current copies of the Declaration, Articles of Incorporation, By-Laws or rules and regulations governing the Property. The Association shall be entitled to charge a reasonable fee to any such party requesting a copy of any of the foregoing documents. The Association shall also, upon request of any of the foregoing parties, allow such parties to review, during normal business hours, the books, records and financial statements of the Association.

Section 12. Context. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular.

ARTICLE XIII

RIGHTS OF DEVELOPER ASSIGNABLE

The rights and privileges reserved in this Declaration to Developer are freely assignable in whole or in part by Developer to any party who may be hereafter designated by Developer to have such rights. Such rights may be exercised both by Developer, the nominee(s), assignee(s) or designee(s) of Developer or their respective successors or assigns.

IN WITNESS WHEREOF, Century/Crestview, Ltd., a Florida limited partnership, has caused these presents to be executed, the date and year first above written.

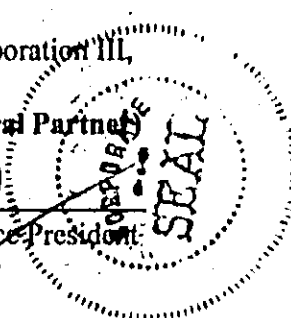
Signed, sealed and delivered
in the presence of:

Century/Crestview, Ltd., a Florida limited
partnership

Juan E. Rodriguez
Name: Juan E. Rodriguez
Paula Valdes
Name: Paula Valdes

By: Crestview Communities Corporation III,
a Florida corporation

(Its General Partner)
By: *[Signature]*
Julio J. Gonzalez, Executive Vice President



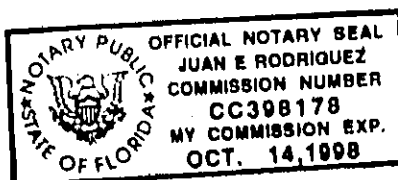
STATE OF FLORIDA)
)SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 29th day of September, 1998, by **Julio J. Gonzalez**, as Executive Vice President of Crestview Communities Corporation III, a Florida corporation, on behalf of said corporation, said corporation being the General Partner of Century/Crestview, Ltd., a Florida limited partnership, who executed said instrument on behalf of Century/Crestview, Ltd., a Florida limited partnership.

My Commission Expires:

Juan E. Rodriguez
Notary Public, State of Florida
at Large

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JOINDER

Crestview Homeowners' Association, Inc., a non-profit Florida corporation, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration.

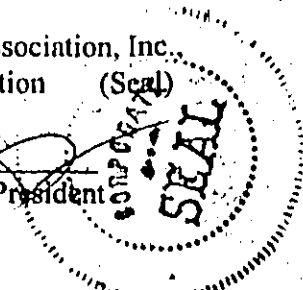
IN WITNESS WHEREOF, Crestview Homeowners' Association, Inc. has caused these presents to be executed in its name by its proper officer and its corporate seal to be affixed this 27th day of September, 1998.

Signed, sealed and delivered
in the presence of:

Juan E. Rodriguez
Name: Juan E. Rodriguez
Paola Valdes
Name: Paola Valdes

Crestview Homeowners' Association, Inc.
a non-profit Florida corporation (Seal)

By: Julio J. Gonzalez
Julio J. Gonzalez, Vice President



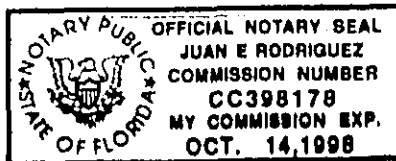
STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing Joinder was acknowledged before me this 27th day of September, 1998, by Julio J. Gonzalez, as Vice President of Crestview Homeowners' Association, Inc., a non-profit Florida corporation, on behalf of said corporation.

Juan E. Rodriguez
Notary Public, State of Florida
at Large

My Commission Expires:

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JOINDER

Miami FL 33131 First Union National Bank, N.A., whose mailing address is 200 S. Biscayne Blvd Ste 1300, the owner and holder of that certain Mortgage recorded in Official Records Book 17833, Page 3557, of the Public Records of Miami-Dade County, Florida hereby consents to the terms and conditions contained in the foregoing Declaration of Covenants, Conditions and Restrictions of Crestview and the Exhibits attached thereto, and agrees that in the event of the foreclosure of the Mortgage, or if it receives a deed in lieu of foreclosure, that the foregoing Declaration will be binding upon the undersigned and its successors and assigns.

In Witness Whereof, the undersigned has executed this Joinder on this 29th day of September, 1998.

Signed, sealed and delivered
in the presence of:

Felicia Huemad
Name: FELICIA HUEMAD

Gary M. Fitzgerald
Name: GARY M. FITZGERALD

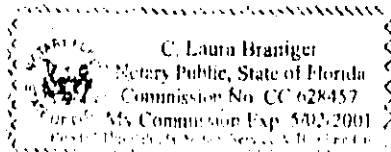
First Union National Bank, ~~N.A.~~ FL

By: Jess S. Lawhorn, Jr.
Name: JESS S. LAWHORN, JR.
Title: Vice President

Att: Natasha Lowell
Name: Natasha Lowell
Title: Vice President

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

The foregoing instrument was acknowledged before me this 29th day of September, 1998, by Jess S. Lawhorn Jr and Natasha Lowell, as Vice President and Vice President of First Union National Bank, N.A., on behalf of the Corporation. The foregoing persons are well known to me and have each produced a Florida Driver's License to identify themselves.



My Commission Expires:

C. Laura Braniger
Name: Laura Braniger
Notary Public, State of Florida
at Large

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