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Reserved

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR MAYFAIR AT WYNDHAM LAKES

THIS DECLARATION is made this 10TH day of JULY,
1995 by LANDSTAR DEVELOPMENT CORPORATION, a Florida corporation,
hereinafter called "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property
described in Article II of this Declaration and desires to create
a residential community on such property, with common properties
for the benefit of such community, to be known as "MAYFAIR AT
WYNDHAM LAKES"; and

WHEREAS, Declarant desires to provide for the
preservation of the values and amenities in such community and for
the maintenance of its common properties; and

WHEREAS, Declarant has deemed it desirable for the
efficient preservation of the values and amenities in such
community to delegate and assign to a nonprofit corporation the
powers of maintaining and administering the common properties (as
hereinafter defined), administering and enforcing these covenants
and restrictions, and collecting and disbursing the assessments and
charges hereinafter created; and

WHEREAS, the Declarant has incorporated or will
incorporate under the laws of the State of Florida, as a nonprofit
corporation, The Mayfair at Wyndham Lakes Homeowners' Association,
Inc., for the purposes of exercising the functions stated above,
which Association is not intended to be a "Condominium Association"
as such term is defined and described in the Florida Condominium
Act (Chapter 718 of the Florida Statutes).

NOW, THEREFORE, the Declarant declares that the real
property and such additions to the real property as may be made
pursuant to Article II hereof, is and shall be held, transferred,
sold, conveyed and occupied subject to the covenants, restrictions,
easements, charges and liens hereinafter set forth.

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ARTICLE I

DEFINITIONS

Section 1. The following words shall have the following meanings:

(a) "Articles" means the Articles of Incorporation of the Association.

(b) "Assessment" means any Periodic Assessment or other charge as described in this Declaration.

(c) "Association" shall mean and refer to The Mayfair at Wyndham Lakes Homeowners' Association, Inc., whose purpose is to administer the Properties in accordance with the provisions of the Land Use Documents.

(d) "Board" means the Board of Directors of the Association.

(e) "Bylaws" means the Bylaws of the Association.

(f) "Common Properties" shall mean and refer to internal roadways, street lights, landscaping and wall for entrance feature, berm separating the Properties from the Sawgrass Expressway, tot lot, any security gate installed by the Declarant at the entrance to the Properties and any other parcels of land within the Properties that are not designated as a Lot (or an area to be maintained by a Lot Owner under the terms hereof) on the approved Site Plan for the Properties.

(g) "Declarant" shall mean Landstar Development Corporation, a Florida corporation, and its successors and assigns. Any rights specifically reserved to Landstar Development Corporation in any instrument of conveyance shall not inure to the benefit of its successors or assigns unless such rights are assigned by Landstar Development Corporation in a recorded instrument to such successor or assignee and such successor or assignee accepts the obligations of Declarant. The Declarant may assign or pledge any or all of its rights reserved under the Land Use Documents upon a specific designation to such assignee in an instrument of conveyance or assignment. Notwithstanding the foregoing for so long as the NationsBank Mortgage encumbers the Properties, Declarant shall mean NationsBank of Florida, N.A. ("NationsBank") if NationsBank shall take title to all or a portion of the Properties by foreclosure or acceptance of a deed in lieu thereof and records in the Public Records of Broward County, Florida, a written election to be the Declarant. NationsBank shall have the right to limit its election to be Declarant to the portion of the Properties to which it is acquiring title. Reference to Landstar Development Corporation as the Declarant is not intended,

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and shall not be construed, to impose upon Landstar Development Corporation any obligation or liability for the acts or omissions of third parties who purchase Lots within this community from Landstar Development Corporation and develop and resell such Lots.

(h) "Declaration of Covenants and Restrictions for Wyndham Lakes North" executed and recorded by Florida National Properties, Inc. ("Florida National Declaration") shall mean and refer to the Declaration of Covenants and Restrictions for Wyndham Lakes North recorded in Official Records Book 235, at Page 1000, Public Records of Broward County, Florida, which imposes certain restrictions, covenants, servitudes, impositions, easements, charges, and liens on the Properties. In the event of a conflict between this Declaration and the Florida National Declaration, the Florida National Declaration shall prevail unless the conflicting provision is more restrictive in this Declaration. In that event, this Declaration shall prevail. A copy of the Florida National Declaration is available for review in Declarant's sales office.

(i) "Dwelling Unit" means any residential dwelling unit intended as an abode for one family constructed on the Properties.

(j) "First Mortgagee" shall mean and refer to an Institutional Lender who holds a first mortgage on a Lot.

(k) "Institutional Lender" shall mean and refer to one or more commercial or savings banks, savings and loan associations, mortgage companies, insurance companies, pension funds, or business trusts including but not limited to real estate investment trusts, and any other lender engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such lender, or any private or governmental institution which has insured the loan of the lender, or any combination of the foregoing entities.

(l) "Land Use Documents" shall mean this Declaration, the Articles, Bylaws, the Florida National Declaration, and any amendments and supplements thereto.

(m) "Lot" shall mean and refer to each portion of land shown on the approved site plan for the Properties which has been designated by the Declarant to contain a Dwelling Unit.

(n) "Member" shall mean and refer to all those Owners who are members of the Association.

(o) "Mortgage" shall mean the mortgage between Declarant and NationsBank of Florida, N.A., a national banking association, dated June 19, 1995, recorded June 20, 1995, in Official Records Book 23586, Page 0018, of the Public Records of Broward County, Florida.

(p) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired fee simple title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(q) "Plat" shall mean the Plat of WYNDHAM LAKES NORTH, as recorded in Plat Book 158, at Page 23 of the Public Records of Broward County, Florida and any other plats covering property subsequently included under this Declaration.

(r) "Properties" shall mean and refer to Parcels C, C-1 and C-2 of WYNDHAM LAKES NORTH, according to the Plat thereof, as recorded in Plat Book 158, at Page 23, of the Public Records of Broward County, Florida.

(s) "Single Family" shall mean and refer to either a single person occupying a dwelling and maintaining a household, including not more than one authorized tenant; or two (2) or more persons related by blood, marriage, or adoption occupying a dwelling and living together and maintaining a common household, including not more than one authorized tenant; or not more than four (4) unrelated persons occupying a dwelling as distinguished from a group occupying a boarding or lodging house, hotel, club or similar dwelling for group use.

(t) "Termination" shall mean and refer to the termination of the Declarant's Class "B" membership in the Association.

(u) "Turnover" shall mean that date upon which the Declarant's control of the Board of Directors of the Association terminates and control is turned over to a Board of Directors elected by the Membership of the Association.

(v) "Zero Lot Line" shall mean and refer to the boundary line of each Lot that is 1.5 feet from the Dwelling Unit constructed thereon.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS AND DELETIONS

Section 1. Existing Property.

The real property which initially is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in Broward County, Florida, and is more

particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Properties").

Section 2. Additions to or Deletions From Existing Property.

(a) Additional lands may become subject to this Declaration in the following manner:

(i) Additions or Deletions by the Declarant.
The Declarant, for a period of twenty (20) years, may, from time to time, bring other lands under the provisions hereof, or transfer the Common Properties and Lots or both, by recorded supplemental declarations (which shall not require the consent of Owners or the Association or any mortgagee) and thereby add to or delete from the Properties.

(ii) Additions by Merger. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants and Restrictions established by this Declaration within the Properties together with the Covenants and Restrictions established upon any other property as one scheme.

Section 3. Site Plan Changes.

Declarant reserves the right to make such changes and/or modifications to any plat or site plan as are required by appropriate governmental authorities or as Declarant deems necessary.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS
IN THE ASSOCIATION; TERMINATION AND TURNOVER

Section 1. Membership.

Every Owner of a Lot shall be a Member of the Association.

Section 2. Voting Rights.

The Association shall have two classes of voting membership:

(a) Class "A". Class "A" Members shall be all Owners of Lots with the exception of the Declarant. Class "A" Members shall be entitled to one vote for each Lot in which they hold the interest required for Membership. 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 as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

(b) Class "B".

(i) The Class "B" Member shall be the Declarant. The Class "B" Member shall be entitled to three votes for each Lot in which it holds the interest required for Membership, provided that the Class "B" Membership shall cease and become converted to Class "A" Membership on the happening of the earlier of either of the following events:

(A) when the total votes outstanding in the Class "A" Membership equal the total votes outstanding in the Class "B" Membership; or

(B) at any earlier time that the Declarant, in its sole discretion, voluntarily converts its Class "B" Membership to Class "A" Membership; or

(C) on January 1, 2009.

(ii) From and after the happening of the earlier of these events, the Class "B" Member shall be deemed to be a Class "A" Member entitled to one vote for each Lot in which it holds the interest required for Membership.

Section 3. Turnover.

At the time of Turnover, the Declarant shall direct the company employed by the Association to provide Management Services to the Association to provide the new members of the Board of Directors with all records required to be kept by the Association in accordance with the terms of the Bylaws. These records shall include, but not be limited to, all maintenance and repair records pertaining to the improvements to the Common Properties constructed by the Declarant together with all Warranties still in effect, if any. No Warranty for improvements to the Common Properties shall extend beyond one year from completion of the improvement to the Common Properties and under no circumstances shall the Turnover extend any Warranty given by the Declarant.

Section 4. Declarant's Rights as to the Association.

So long as the Declarant is the owner of any of the Properties which it leases or offers for sale in the ordinary

course of business, the Board shall have no authority to and shall not, without Declarant's consent, undertake any action which shall:

(a) prohibit or restrict in any manner the sales and marketing program of the Declarant;

(b) make any special or individual assessment against or impose any fine upon the Declarant's property or the Declarant;

(c) authorize or undertake any litigation against the Declarant.;

(d) alter or amend the Declaration, any subsequent amendment thereto, the Articles or Bylaws;

(e) terminate or cancel any easements granted hereunder;

(f) terminate or impair in any fashion any easements, powers or rights of the Declarant hereunder; or

(g) restrict the Declarant's right of use, access and enjoyment of any of the Properties unless the Declarant consents to the action. The Declarant's consent shall be exercised by its appointee on the Board or other person designated to so act by the Declarant.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Member's Easements of Enjoyment.

Subject to the provisions of Section 3 of this Article and the use restrictions contained herein and in the Plat, every Member, his agents, licensees and invitees, shall have a permanent and perpetual easement for the use and enjoyment of the Common Properties and each easement shall be appurtenant to and shall pass with the title to every Lot. Such easements of enjoyment shall include but not be limited to the Member's right of ingress and egress over the streets, roadways and walkways on the Common Properties.

Section 2. Construction of and Title to Common Properties.

(a) The Declarant shall construct the improvements to the Common Properties prior to the conveyance of the Common Properties to the Association. The completed improvements shall be

accepted upon completion by the company employed by the Association to provide Management Services.

(b) The Declarant shall convey by Quitclaim Deed (and the Association shall accept such conveyance) the Common Properties to the Association, prior to the termination of the Class "B" Membership of Declarant, free and clear of all liens and encumbrances, except this Declaration, the Plat, the approved site plan, real and personal property taxes for the year in which the conveyance takes place, and any easements created or allowed by the terms of this Declaration.

(c) Even though legal title to the Common Properties will be in the name of the Association, rights to use the Common Properties cannot be conveyed without conveyance of the Lots and the Common Properties cannot be conveyed by the Association except in the event of a dissolution of the Association or pursuant to other provisions of this Article.

Section 3. Limitation of Members' Easements.

The rights and easements of use and enjoyment created hereby shall be subject to the following:

(a) the right of the Association to mortgage, dedicate or transfer all or any part of the Common Properties to any lending institution, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the Members; provided that no such dedication or transfer, shall be effective unless an instrument signed by the appropriate officers of the Association certifying that a Special or Regular Meeting of Members called for such purpose, of which thirty (30) days' prior written notice was sent to each Member, that the vote of two-thirds (2/3) of the Members present, either in person or by proxy, was obtained, agreeing to such dedication or transfer:

(b) the right of the Association to consent or modify the legal descriptions of the Common Properties or exchange any of the Common Properties for other land to be used as Common Properties.

(c) the right of the Association to grant exclusive easements and right-of-way over certain parts of the Common Properties to Members of the Association when the Association deems it necessary;

(d) the right of the Declarant, without approval of the Association, or the Membership, to grant easements and rights-of-way over the Common Properties in accordance with the terms of this Declaration and to grant such other easements and enter into such other agreements as may be necessary for the development of the Properties;

(e) the right of the Association to adopt and enforce at any time rules and regulations governing the use of the Common Properties and all facilities situated thereon, which shall apply until rescinded or modified as if originally set forth at length in this Declaration;

(f) the right of the Association to grant to governmental agencies and/or other public or private entities the right to install and maintain water, sewer, drainage, irrigation, natural gas, electrical, telephone and cable television facilities within the Common Properties;

(g) the easements described in Section 4, 5, 6, 7, 8, and 9 of this Article.

Section 4. Declarant's Right to Grant Easements.

There is reserved unto the Declarant so long as it owns a Lot the right to grant reasonable easements for the installation and maintenance of temporary roads, cable television services, security system services, public utilities and irrigation systems (including the installation of irrigation pumps) on, over and through the Lots owned by it and the Common Properties in addition to those easements already reserved.

Section 5. Utility Easements.

A utility easement is hereby granted across the front yard of each Lot adjacent to the front Lot line as shown on the approved Site Plan for the development of the Properties.

Section 6. Easement for Governmental, Health, Sanitation and Emergency Services.

A nonexclusive easement is hereby granted to the appropriate governmental authorities and to the appropriate private organizations supplying health, sanitation, police services and any emergency services such as fire, ambulance and rescue services, for purposes of ingress and egress over the Common Properties.

Section 7. Access Easement.

The roads, walkways, sidewalks and other rights of way within the Properties are hereby declared to be subject to a perpetual easement over and across same for ingress to and egress from the Properties in favor of the Owners of Lots and their guests, tenants, invitees and licensees, the Declarant and the Association to be used in a manner consistent with the purposes set forth herein. The Association is hereby granted an access easement across the Lots for purposes of carrying out the maintenance responsibilities of the Association.

Section 8. Declarant's Construction and Sales Activities.

In addition to the property rights granted in this Declaration to the Declarant, as Owner or otherwise, the Declarant (and any builder having purchased one or more Lots from Declarant, or such builder's assignee) is extended the right to enter upon the Properties at any time and in any way reasonably necessary to allow the Declarant or such builder to construct or sell, or promote its sales' product, including but not limited to, the right to use the street in front of any model areas designated by Declarant or a builder for parking by visitors and staff, to maintain and show model homes, to have employees in the office, and to use the Common Properties. Notwithstanding any other provision in the Declaration, the Declarant is irrevocably empowered to sell, lease or rent Lots on any terms to any purchasers or lessees for as long as it owns any Lot.

ARTICLE V

COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

Except for the exemption provided herein, the Declarant, for each Lot owned by it within the Properties, hereby covenants, and 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, shall be deemed to covenant and agree to pay to the Association the Assessments or charges and other expenditures by the Association hereinafter provided. The Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the Assessment fell due.

Section 2. Purpose of Assessments.

The Assessments levied by the Association shall be used for the purpose of paying Association expenses, maintenance of the Common Properties, including but not limited to, establishment of adequate reserves for repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Date of Commencement of Periodic Assessments; Due Dates; Assessment Period.

Periodic Assessments shall commence as to each Lot on a date fixed by the Board of Directors of the Association to be the

date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessment. Assessments shall not commence for a Lot until the date of issuance of a certificate of occupancy for a dwelling on the Lot. The assessment shall be payable in advance in one payment or in monthly or quarterly installments if so determined by the Board.

Section 4. Basis and Maximum Amount of Periodic Assessments.

(a) "Periodic Assessments" shall mean all assessments for the purposes described in this Article. Until the first budget year after the Turnover Meeting, the Periodic Assessments for all Class "A" Members shall be established by the Declarant.

(b) Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$720.00.

(i) From and after January 1st of the year immediately following the conveyance of the first Lot or Dwelling Unit to an Owner, the maximum annual assessment may be increased each year without a vote of the Membership by a sum of not more than fifteen percent (15%) of the prior year's maximum annual assessment, plus increases in reserve and fixed costs.

(ii) From and after January 1st of the year immediately following the conveyance of the first Lot or Dwelling Unit to an Owner, the maximum annual assessment may be increased above the provisions as described in the immediately preceding paragraph by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board may change the budget and level of Periodic Assessments at a duly constituted meeting of the Board which occurs after Turnover, provided that written notice containing a copy of the newly adopted budget outlining the assessment change is sent to all Members at least thirty (30) days in advance of the effective date of the adopted change. For each twelve-month period thereafter, commencing on the first day of January (hereinafter called an "Assessment Year"), the Periodic Assessments may be adjusted by vote of the Board at a duly held meeting after giving proper notice as described above.

Section 5. Uniform Rate of Assessment.

All Periodic Assessments shall be at a uniform rate for each Lot. Until such time as the Class "B" membership converts to Class "A" membership, the maintenance costs for the unsold Lots chargeable to the Declarant will be determined as follows: The

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total amounts charged for common expenses to Lot Owners other than the Declarant will be deducted from the total common expenses as incurred by the Association and the difference will be paid by the Declarant, in the same installments as those paid by the Class "A" members, as its contribution to cover the common expenses for the unsold Lots. The Declarant's election to fund the difference between the total amount charged to Lot Owners other than Declarant and the total expenses incurred by the Association in accordance with the terms of this paragraph shall only apply to the general operating expenses of the Association and shall not apply to any "reserve" or "special" accounts established by the Association.

The Association shall have a right to place a lien upon all unsold Lots until such difference is paid and such lien is to be enforceable in accordance with this Article. After the Class B membership converts to Class A membership, the Declarant will pay the same assessment for common expenses on each of said Lots as every other Owner. Nothing in this Section 5 shall be construed to require an Owner other than the Declarant to pay more than the maximum annual assessment in Section 4 above except in accordance with that Section nor shall this Section 5 be construed to require an Owner other than the Declarant to pay more than his proportionate share (based on the total number of Lots subject to this Declaration) of the estimated operating budget for the year in question, which budget shall be determined as if all Lots which have been brought under the scope of this Declaration were occupied and the Association were in full operation.

Notwithstanding anything in this paragraph to the contrary, in the event that the sale or transfer of any portion of the Properties occurs pursuant to foreclosure, or deed in lieu thereof, of the NationsBank Mortgage, or any successor in interest to its Mortgage by virtue of foreclosure or deed in lieu of foreclosure, NationsBank shall not be deemed guarantors under this paragraph.

Section 6. Special Assessments.

With the consent of two-thirds (2/3) of the Members, the Board shall have the right to levy special assessments so long as the assessments are made for items which are not anticipated to be incurred on a regular or annual basis and are for betterment to any Common Properties. Upon the required affirmative vote by the Members for any such special assessment, the Board shall determine the amount required to be paid by each Member which shall be in the same proportion as the Member's share of the expenses for which the assessment applies, and shall notify the Lot owner of the amount of their portion of the special assessment, and when and where the special assessment shall be paid.

Section 7. Duties of the Board of Directors.

(a) The Board of Directors of the Association shall prepare budgets and a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment for each Assessment Year shall be sent to every Owner subject thereto at least thirty (30) days prior to the commencement of the Assessment Year.

(b) Prior to the voluntary sale of a Lot, an Owner may request from the proper officers of the Association a certificate, in recordable form, specifying whether the Owner has paid all assessments to date. The Association shall furnish the requested certificate signed by an Officer stating whether said assessments have been paid. The Owner requesting the certificate shall pay the Association a reasonable sum to cover the costs of examining records and preparing the certificate. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of Association.

(a) If any assessment against a Lot is not paid on the date when due, then such assessment shall be delinquent and shall, together with such interest thereon and cost of collection thereof, on such date be a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment shall remain his personal obligation for the statutory period of limitations.

(b) If the assessment is not paid within ~~thirty~~ (30) days after the due date, the assessment shall bear interest from the due date at the highest rate allowed by law until paid in full and the Association may bring on action at law against the Owner personally obligated to pay the outstanding assessments and may file and bring an action to foreclose the lien against the Lot. There shall be added to the amount of such assessment all costs of collection, including, but not limited to, the cost of all attorneys' fees incident to collection, whether or not suit is brought, including attorneys' fees on appeal. In the event a judgment is obtained, such judgment shall include interest on the assessments and a reasonable attorneys' fee to be fixed by the Court together with costs incident to the action.

Section 9. Subordination of the Lien to Mortgages.

(a) The lien of the assessment against any Lot shall be subordinate to the lien of the NationsBank Mortgage and

any other first mortgage now or hereafter placed upon the Lot. If a First Mortgagee of record, or other purchaser, obtains title to such property as a result of foreclosure of the lien of such First Mortgagee or as a result of a deed given in lieu of foreclosure thereof, such acquirer of title and his successors and assigns shall not be liable for the assessments by the Association chargeable to the former Owner of such Lot which became due and payable prior to the acquisition of title as a result of the foreclosure or deed given in lieu of foreclosure, unless such assessments are secured by a Claim of Lien for assessments that is recorded prior to the recording of such mortgage.

(b) Such sale/transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, or from the lien of any such subsequent assessment. Any such subsequent assessment shall be subordinate to the lien of a First Mortgage placed upon the Lot prior to the time of the recording of such subsequent assessment lien.

Section 10. Exempt Property.

There shall be exempted from the assessments, charges and liens created herein all properties to the extent any easement or other interest therein is dedicated and accepted by the local public authority and devoted to public use.

ARTICLE VI

INSURANCE

The Association shall purchase and maintain insurance on all of the Common Properties, in accordance with the following provisions:

Section 1. Purchase, Custody and Payment of Policies.

(a) All such insurance policies purchased by the Association shall be issued by an insurance company authorized to do business in Florida.

(b) The named insured on all policies purchased by the Association shall be the Association.

(c) All policies purchased by the Association shall provide that payments for losses made by the insurer on account of casualty to any portion of the Properties shall be paid to the Association.

(d) Any deductible or exclusion under an insurance policy purchased by the Association shall be a common expense, and

shall be such sum as is approved by the Board of Directors of the Association.

Section 2. Coverage.

(a) The Association shall procure and maintain casualty insurance on all improvements upon the Common Properties equal to one hundred (100%) percent of the then current replacement cost, as determined annually by the Association. Such coverage shall afford protection against:

(i) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement;

(ii) Such other risks as from time to time shall be customarily insured against with respect to improvements similar in construction, location and use, including, but not limited to vandalism and malicious mischief, and all other risks normally covered by a standard "All Risk" endorsement, where available.

(b) The Association shall purchase and maintain comprehensive general public liability insurance insuring the Association against loss or damage resulting from accidents or occurrences on or about or in connection with the Common Properties or any work, matters or things related to the Common Properties or this Declaration.

(c) Workmen's Compensation insurance shall be maintained as required to meet statutory or regulatory requirements.

(d) Officers and Directors errors and omissions insurance shall be maintained in such amounts as deemed necessary by the Board of Directors.

(e) When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to:

(i) subrogation against the Association;

(ii) any pro rata clause that reserves to the insurer the right to pay only a fraction of any loss 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 one or more directors of the Association or by one or more Owners; and shall provide that such policies may not be canceled or substantially modified (except for increases in coverage for limits of liability) without at least ten (10) days prior written notice to the Association.

(f) The Association shall also be required to maintain fidelity bonds on all officers and employees handling funds of the Association.

Section 3. Premiums.

Premiums for insurance policies purchased by the Association shall be paid by the Association as a common expense.

ARTICLE VII

MAINTENANCE RESPONSIBILITIES

Section 1. Preamble.

(a) The responsibility for the maintenance of the Properties is divided between the Association and the Owners. Maintenance of the Lots and the swale in front of, or, if applicable, the side of, each Lot from the property line to the edge of the gutter of the roadway abutting the property line is the responsibility of the Owners. The maintenance of the Common Properties, which will include but are not limited to the roadways, is the responsibility of the Association.

(b) The Board of Directors has the right to require the Members to maintain their Lots in a manner befitting the standards of the community; and this responsibility of the Owner, unless otherwise assumed by the Association in accordance with the terms of this Declaration, shall include the Member's obligation to maintain the lawns, shrubbery and trees in a neat and trimmed manner, and to remove all objectional debris or material as may be located on the Lot.

Section 2. Exterior Maintenance Responsibility of Owner.

(a) The Association shall not have exterior maintenance responsibilities, periodic or otherwise, for Dwelling Units or Lots. In the event any Owner has failed to maintain the exterior of his Dwelling Unit or his Lot in accordance with general standards of the community then, after 30 days' notice to the Owner specifying such failure and upon Owner's neglect or refusal to remedy the problem, the Board of Directors, in addition to maintenance upon the Common Properties, may provide any of the exterior maintenance upon each Dwelling Unit or Lot it deems necessary in its sole discretion, including but not limited to the following: painting, repairs, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, driveways and other exterior improvements. The costs associated with this maintenance of an Owner's Lot shall be borne by the Owner of the Lot and shall be paid to the Association within

fifteen days after notification by the Board of Directors of the costs incurred by the Association. If the Owner fails to pay the costs referred to herein within the fifteen day period, the Association shall be entitled to all of the remedies provided for in this Declaration for the collection of assessments. Written notice shall not be required in the case of emergency.

(b) General standards of the community shall include but not be limited to:

(i) No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any portion of the Properties, and no refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon.

(ii) All lawns, landscaping and sprinkler systems shall be kept in a good, clean, neat and attractive condition and each Owner shall be responsible for the irrigation and maintenance of the sod on his/her Lot. The Lots and any Dwelling Units thereon shall be kept in good, safe, clean, neat and attractive condition, and all buildings, structures and improvements thereon shall be maintained in a finished, painted and attractive condition.

(c) Such entry by the Declarant or the Association or their agents shall not be a trespass and by acceptance of a deed for a Lot, or by the recordation of these Covenants and Restrictions, such party has expressly given the Declarant and the Association the continuing permission to do so, which permission may not be revoked.

Section 3. Nonresponsibility of The City of Coral Springs and Broward County.

In no event shall the City of Coral Springs or Broward County be obligated to carry out any of the maintenance obligations of the Association, including but not limited to maintenance and upkeep of the roadways, unless such obligations are undertaken by way of a resolution of the City Council of the City of Coral Springs or the Broward County Board of County Commissioners.

Section 4. Management Services.

The Association may contract for the management of all or part of the Common Properties and any other Association duties for purposes of carrying out all or a portion of the maintenance services provided for in this Declaration. Any such contract may not exceed a term of three (3) years and shall permit termination by either party at will and without payment of any fee for such termination upon ninety (90) days written notice by one party to the other.

Section 5. Utility Services.

The Association may contract with public or private utility companies for purposes of supplying utility services to the Properties and may assess the costs and expenses charged by such utility companies as part of the Periodic Assessments or as a Special Assessment.

ARTICLE VIII

PERMITTED AND PROHIBITED USES

Section 1. Fencing.

No fences or any similar type of enclosures may be erected on any Lot without the approval of the Board unless constructed by a builder in accordance with plans approved by the Declarant. No chain link fence shall be permitted on any Lot or portion thereof, except for temporary construction purposes.

Section 2. Swimming Pools.

No swimming pools shall be constructed on any Lot or portion thereof without the prior written approval of the Board.

Section 3. Tennis Court.

No tennis court shall be constructed on any Lot or portion thereof.

Section 4. Required Setbacks.

Every dwelling constructed on a Lot shall comply in all ways with the Building Code of the City of Coral Springs, Florida. No building, roof or wall on any Lot shall be closer to the boundaries of the Lot (whether on the ground or in a vertical plane with the ground) than the set back lines established by the Building Code as minimum setback requirements for front, side and rear yards.

Section 5. Exemption for Declarant.

For so long as the Declarant owns any portion of the Properties, it shall be exempt from the provisions of this Article.

Section 6. Temporary Structures.

No structure of a temporary character, trailer, basement, tent, shack, shed, barn or other outbuilding shall be placed, erected or used at any time, temporarily or permanently, on the Properties, except for the use of construction trailers, sales

offices and warehouses by Declarant during any construction on the Property.

Section 7. Windows and Glass Doors.

No Owner shall be permitted to place tin foil or other covering (except for draperies, blinds, or other window treatment as same are conventionally defined by decorators) upon any windows or sliding glass doors in the Dwelling Unit, nor shall said Owner be permitted to tint any windows or sliding glass doors in the Dwelling Unit without first receiving the written approval of the Board.

Section 8. Oil and Mining Operations.

No oil drilling, development operations, refining, quarrying or mining operations of any kind shall be permitted on the Properties nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on the Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on the Properties.

Section 9. Livestock and Poultry.

No animals, livestock or any other animals, not commonly considered household pets shall be raised, bred or kept in or on any Lot. No more than three (3) household pets shall be kept in or on any or Lot at any one time, except that more than three (3) fish will be permitted. Under no circumstances shall any commercial or business enterprises involving the use, care or treatment of animals be conducted in, on or around the Lot. All permitted household pets shall be kept on a leash when not on the Owner's Lot and no household pets shall be allowed to roam unattended. No permitted pet shall be allowed to make noise in a manner or of such volume as to annoy or disturb other Owners.

Section 10. Waste and Rubbish Disposal.

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers or as required by the Association or the applicable ordinances of Broward County, Florida; provided, however, building materials during the course of construction of any approved structure by Declarant will be permitted to be kept on the Lot. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and stored so as to not be seen from the street or from surrounding property.

Section 11. Nuisances.

No noxious or offensive activity shall be carried on, in or upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No flammable, combustible or explosive fluid or chemical substance shall be kept in or upon any Lot except such as are required for normal household use and same shall be kept within the living unit or otherwise safely stored on the Lot. No Owner shall permit or suffer anything to be done or kept in or upon his Lot which will increase the rates of insurance of other Owners, or the Common Area. This restriction shall not apply to activities conducted by the Declarant in the construction, sale or maintenance of improvements on the Properties.

Section 12. Commercial Trucks, Trailers and Boats.

In order to maintain the high standards of the subdivision with respect to residential appearance, no trucks or commercial vehicles, boats, house trailers, unlicensed or inoperable vehicles, boat trailers or trailers of every other description, including campers or any vehicle registered RV, shall be permitted to be parked or stored at any place on the Property (other than in enclosed garages), nor shall any motor vehicles be parked on any portion of the Properties for the purpose of repairing or maintaining the same. The prohibitions in this Section shall not apply to the Declarant during the period of construction by the Declarant nor to the temporary parking of trucks and commercial vehicles for pick-up, delivery and other commercial services, or to pick-up trucks for personal use of any Owner to a maximum of three-quarter (3/4) ton capacity.

Section 13. Antennas.

Television or radio antennas or towers, multi-party use electro-magnetic receivers or transmitters, dish antennas with a diameter in excess of 18" or similar devices shall be prohibited from being placed or constructed on any portion of the Properties, except in the event that Declarant or the Association contract with a cable television service which requires antennas or such other similar devices to provide cable television to the Dwelling Units.

Section 14. Real Estate Offices.

No Lot shall be used for a real estate office unless written approval of Declarant or the Board has been received, except that Declarant shall be able to build and maintain sales models and offices.

Section 15. Painting.

No exterior of a Dwelling Unit or portion thereof, whether now or hereafter constructed, shall be painted except in the same color as selected by the Declarant, unless a different color is approved by the Board.

Section 16. Signs.

In order to insure a harmonious effect of the overall appearance of the Properties, ~~no signs of any type shall be displayed in or on any Lot where same is visible to the outside thereof, or on any portion of the Properties without the prior written approval of the Board.~~ This shall include, but not be limited to advertisements and solicitations, "For Sale" or "For Rent" signs. Notwithstanding anything to the contrary contained herein, this prohibition shall not apply to the Declarant, its successors or assigns, for so long as the Declarant retains title to any Lot in the Properties.

Section 17. Outdoor Clothes Drying.

Outdoor clothes drying activities are hereby prohibited and no such activities shall be conducted on any portion of any Lot or the Common Area.

Section 18. Garage Doors.

In order to maintain a harmonious and aesthetic appearance, the garage doors affixed to any living unit shall remain closed except when in actual use to allow ingress and egress into the garage.

Section 19. Change of Elevation.

No sod or topsoil shall be removed from any portion of a Lot without permission from the Declarant or the Board. No change in elevation of any Lot shall be made without protecting adjoining lots from surface water drainage caused by the change.

Section 20. Tree Removal Restrictions.

Trees situated on any Lot between set back lines and the property lines having a diameter of six inches (6") or more measured four feet (4') from ground level may not be removed without prior approval of the Board. All requests for approval of tree removal shall be submitted to the Board along with a plan showing generally the location of such tree(s). This restriction shall not apply to the Declarant in the course of construction, sales or maintenance of improvements upon the Properties. Anyone violating the provisions of this Section will be required to replace such trees with trees of like kind, size and condition

within thirty (30) days after demand by the Association. If the Owner fails or refuses to replace the trees as demanded, the Association may cause suitable replacements to be planted and the cost thereof shall be a lien against the Owner's Lot. An easement of ingress and egress over said Lot is hereby granted to the Association, its agents and employees to enable it to comply with this Section.

Section 21. Construction Scheduling.

No outdoor construction or development activity of any kind (other than minor do-it-yourself repairs) will be permitted within the Properties on Sundays or legal holidays without the express prior written consent of the Board.

Section 22. Renewable Resource Devices.

Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, that same shall be installed only in accordance with the reasonable standards adopted from time to time by the Board. Such standards shall be reasonably calculated to maintain the aesthetic integrity of the Properties without making the cost of the aforesaid devices prohibitively expensive.

Section 23. North Springs Improvement District ("NSID").

The Properties are part of the NSID and a special assessment for the NSID will be collected from each Owner. The Association shall be responsible for special assessments levied on the Common Properties. The assessment will be collected as part of the ad valorem tax bill required to be paid by each Owner.

Section 24. Security Gate.

The Declarant intends to install a security gate at the entrance to the Properties which shall become operational on or before the closing on the sale of the 150th house in the project. Notwithstanding the foregoing, the security gate shall remain open between 9:00 A.M. and 6:00 P.M. every day for so long as the Declarant owns at least one Lot.

Section 25. Lakefront Property and Lakes.

All Lots which have a boundary contiguous to any lake or other body of water, are subject to the following additional restrictions and requirements:

(a) No boathouse, dock, wharf or other structure of any kind shall be erected, placed, altered or maintained on the

shores of the lake unless erected by the Declarant or its affiliates or authorized by the Declarant or the Board, as hereinafter defined, subject to any and all governmental approvals and permits that may be required.

(b) No boat, boat trailer or vehicular parking or use of lake slope or shore areas for same shall be permitted.

(c) No solid or liquid waste, litter or other materials may be discharged into or onto or thrown into or onto any lake or other body of water or the banks thereof.

(d) Each applicable Owner shall maintain his Lot to the line of water in the adjacent lake or other water body, as such line may change from time to time by virtue of changes in water levels.

In order to provide for uniform water and water body vegetation control, no Owner shall undertake the performance of same without the approval of the Association.

SECTION 26. WARRANTIES.

DECLARANT WARRANTS THE IMPROVEMENTS TO THE COMMON PROPERTIES FOR A PERIOD OF ONE YEAR AFTER COMPLETION AND WILL REPAIR OR REPLACE, AS NECESSARY, ANY DEFECTIVE IMPROVEMENT DURING THE WARRANTY PERIOD. THIS DECLARANT WARRANTY IS THE ONLY EXPRESS WARRANTY GIVEN AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. TURNOVER OF THE ASSOCIATION SHALL NOT EXTEND ANY WARRANTY PROVIDED FOR HEREIN.

ARTICLE IX

ENFORCEMENT PROVISIONS

Section 1. Rules and Regulations.

The Board of Directors is specifically granted the power to pass rules and regulations for purposes of enforcing this Declaration.

Section 2. Enforcement - General.

Failure of an Owner to comply with a provision in this Declaration or a provision in the Bylaws, Articles or Rules and Regulations of the Association shall provide the Association and each Owner with the right to bring legal action in law or in equity, including but not limited to an action for injunctive relief, damages, or a combination thereof. All costs and expenses incurred by the Association in terminating or resolving a violation of this Declaration, inclusive of attorneys' fees (whether or not

litigation is instituted) shall be the responsibility of the Owner determined by the Association to be in violation.

Section 3. Fines.

In addition to all other remedies and to the maximum extent lawful, in the sole discretion of the Board, a fine or fines may be imposed upon an Owner for failure of an Owner to comply with this Declaration or with any rule or regulation, provided the following procedures are adhered to:

(a) Notice: The Board shall notify the Owner of the infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board at which the Owner may present reasons why fines should not be imposed. At least six (6) days notice of such meeting shall be given.

(b) Hearing: The noncompliance shall be presented to the Board after which the Board shall hear reasons why a fine should not be imposed. A written decision of the Board shall be submitted to the Owner not later than twenty-one (21) days after the Board meeting. If the impartiality of the Board is questioned by the Owner, the Board shall appoint three (3) impartial Members to a special hearing panel which shall perform the functions described in this paragraph.

(c) Amounts of Fines: The Board (if its or such panel's findings are made against the Owner) may impose a fine against the Lot owned by the Owner:

(i) First noncompliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).

(ii) Second noncompliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00).

(iii) Third and subsequent noncompliance, or violation or violations which are of a continuing nature: a fine not in excess of One thousand Dollars (\$1,000.00).

(d) Payment of Fines: 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.

ARTICLE X

GENERAL PROVISIONS

Section 1. Duration.

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 Owners of the land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded. After the original thirty (30) year period, the covenants and restrictions contained in this Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the end of such thirty (30) year period, or each successive ten (10) year period, an instrument signed by the then Owners of three-fourths (3/4) of the Lots agreeing to terminate the covenants and restrictions at the end of such thirty (30) year or ten (10) year period has been recorded in the Public Records of Broward County. No such agreement to terminate the covenants and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change. This Section may not be amended.

Section 2. Enforcement.

Enforcement of these covenants and restrictions shall be permissible by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability.

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

Section 4. Amendment.

This Declaration may be amended during the first twenty (20) year period by an instrument signed by no less than ninety percent (90%) of the Owners and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. Declarant shall have the right at any time within five (5) years from the date hereof to amend this Declaration to correct scrivener's errors and to clarify any ambiguities determined to exist herein, or to change or add provisions to this Declaration for the purpose of meeting the requirements of governmental

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agencies, including but not limited to the Department of Housing and Urban Development and the Veterans Administration. Such Amendment need be executed and acknowledged by the Declarant only, and need not be approved by the Association, Lot Owners, lienors and mortgagees of Lots, whether or not elsewhere required for amendments. No Amendment shall alter the subordination provisions contained in this Declaration without the prior approval of any mortgagee enjoying such protection and the County Attorney of Broward County, if he/she determines consent to be necessary.

Notwithstanding any provision herein to the contrary, for so long as the Property is encumbered by the Mortgage, this Declaration shall not be amended without the written joinder and consent of NationsBank of Florida, N.A. attached to such amendment.

Section 5. Temporary Committees.

The Declarant, prior to Turnover of the Association, at its sole discretion, may create temporary committees for the purpose of aiding in the transition of the Association from Declarant control to control by the Membership.

Section 6. Conflict.

This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the Association and the Articles shall take precedence over the Bylaws.

Section 7. HUD/VA/FNMA/FHLMC Approval.

As long as there is a Class "B" membership, the following actions will require the prior approval of the Department of Housing and Urban Development, the Veterans Administration, the Federal National Mortgage Association, or Federal Home Loan Mortgage Corporation, where any of such entities has an interest: mergers and consolidations, mortgaging of Common Properties, dedication to a public body of any of the Common Properties, dissolution and amendment of this Declaration, and annexation of additional properties.

Section 8. Mortgagee's Notice of Default.

An Institutional First Mortgagee who provides written request to the Association (such request to state the name and address of such First Mortgagee, and identify the Lot or Dwelling Unit) will be entitled to timely written notice of any delinquency in the payment of Assessments or other charges owed by an Owner of a Lot or Dwelling Unit subject to the mortgage of such First Mortgagee or default by or failure of such Owner to comply with any provisions of the Land Use Documents, where such delinquency or default has continued for a period of sixty (60) days or more.

ARTICLE XI

ZERO LOT LINE PROVISIONS

Section 1. Maintenance, Original Construction and Encroachment Easements.

The following easements are granted with the intent to facilitate the construction and maintenance of Dwelling Units, fences and walls along Zero Lot Lines:

(a) Each Lot that has Zero Lot Line shall have constructed thereon a Dwelling Unit that is one and one-half (1.5) feet from the Zero Lot Line (the "Zero Lot Line Lot"). Declarant reserves for itself a construction easement and for itself and each Zero Lot Line Owner a maintenance easement over the Lot (the "Adjacent Lot") adjoining the Zero Lot Line (the "Construction and Maintenance Easement"). The Construction and Maintenance Easement shall be eight and one half (8.5) feet in width, shall be immediately contiguous to the Zero Lot Line and shall run the length of the Adjacent Lot. The Construction and Maintenance Easement may be used by the Declarant for construction of a Dwelling Unit on the Zero Lot Line Lot and by the Owner of the Zero Lot Line Lot for maintenance of the Dwelling Unit, its appurtenances, if any, and for a roof overhang, if any. Additionally should any portion of the original Dwelling Unit on a Zero Lot Line Lot encroach on the Adjacent Lot, such encroachment shall be permitted and be deemed part of the Construction and Maintenance Easement granted herein for so long as such encroachment shall exist.

(b) Additionally, the Declarant reserves for itself and each Owner of an Adjacent Lot (the "Adjacent Lot Owner") an easement on the Zero Lot Line Lot for the installation and maintenance of a permitted fence or similar enclosure (the "Fence"). The Fence easement shall be one and one-half (1.5) feet in width, shall be immediately contiguous to the Zero Lot Line and shall run the length of the Zero Lot Line Lot the "Fence Easement"). The Fence Easement may be used by the Declarant for the installation of a Fence and by the Adjacent Lot Owner for the installation and maintenance of a Fence. Any Fence constructed as provided herein, whether by the Adjacent Lot Owner or the Zero Lot Line Owner, shall be constructed to commence at the walls or either wall of the Zero Lot Line Lot Dwelling Unit and may extend the length of the Zero Lot Line Lot. The Fence Easement shall be maintained by the Owner of the Adjacent Lot.

IN WITNESS WHEREOF, this Declaration of Covenants and

Restrictions has been signed by Declarant the day and year first above set forth.

WITNESSES:

Vanessa Gucci

Vanessa Gucci
Print or Type Name

M.S. Crowder

M.S. Crowder
Print or Type Name

LANDSTAR DEVELOPMENT CORPORATION,
a Florida corporation,

By: [Signature]

Name: HARRY WAINSHAL

Title: EXEC. VICE PRESIDENT
(SEAL)
(DECLARANT)

STATE OF FLORIDA)
COUNTY OF DADE)

The Declaration of Covenants and Restrictions for Mayfair at Wyndham Lakes was acknowledged before me this 10TH day of JULY, 1995, by Harry Wainshal, as Executive Vice President of Landstar Development Corporation, a Florida corporation, on behalf of the corporation. He is personally known to me.

[Signature]
NOTARY PUBLIC, State of Florida
at Large

Type or Stamp Name of Notary

My Commission Expires:

[NOTARIAL SEAL]

\\hoa-docs\mayfair.dcr



MILDRED S. CROWDER
MY COMMISSION # CC 192586 EXPIRES
May 3, 1996
SEALED THRU TROY FAIR INSURANCE, INC.

JOINDER AND CONSENT BY MORTGAGEE

MAYFAIR AT WYNDHAM LAKES is presently encumbered by a mortgage to NationsBank of Florida, N.A. (the "Mortgagee") which is recorded in Official Records Book 23586, at Page 18, of the Public Records of Broward County, Florida (the "Mortgage").

Mortgagee hereby certifies that it is the holder of the Mortgage and hereby joins in and consents to this Declaration of Covenants and Restrictions for Mayfair at Wyndham Lakes (the "Declaration"). The Mortgagee or its successors and/or assigns in interest by virtue of foreclosure of the Mortgages or the taking of a deed in lieu thereof shall not assume any responsibility or liability under this Declaration unless specifically assumed by an instrument in writing and recorded in the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed this 17th day of July, 1995.

Signed, Sealed and delivered in the presence of:

Doris Corcoran

Doris Corcoran
Print of Type Name

Melanie Levine

Melanie Levine
Print or Type Name

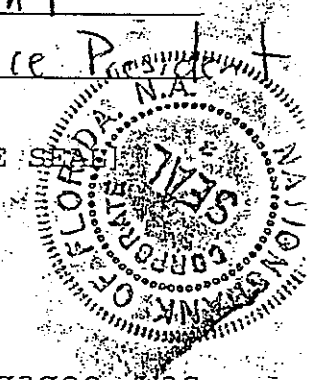
NATIONSBANK OF FLORIDA, N.A.,
a national banking association

By: [Signature]

Name: David Albright

Title: Assistant Vice President

[CORPORATE SEAL]



ACKNOWLEDGEMENT

STATE OF FLORIDA)
COUNTY OF DADE)

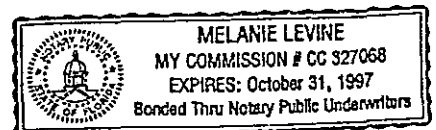
The foregoing Joinder and Consent by Mortgagee was acknowledged before me this 17th day of July, 1995, by David Albright, as ASST. VICE PRESIDENT of NationsBank of Florida, N.A., a national banking association, on behalf of the association. He is personally known to me.

[Signature]
NOTARY PUBLIC, State of Florida
at Large

Print or Stamp Name of Notary

My Commission Expires:

[NOTARIAL SEAL]



State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of MAYFAIR AT WYNDHAM LAKES HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, filed on July 21, 1995, as shown by the records of this office.

The document number of this corporation is N95000003500.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Seventh day of August, 1995



Sandra B. Northam

Sandra B. Northam
Secretary of State

Prepared by and recorded
copies should be sent to:
Mildred S. Crowder, Esq.
WEISENFELD & ASSOCIATES, P.A.
799 Brickell Plaza, Ste. 900
Miami, Florida 33131

FILED

95 JUL 21 PM 8:37

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Reserved

ARTICLES OF INCORPORATION OF MAYFAIR AT WYNDHAM LAKES
HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I - NAME

The name of the corporation is MAYFAIR AT WYNDHAM LAKES HOMEOWNERS' ASSOCIATION, INC., a Florida not for profit corporation, hereinafter referred to as the "Corporation" or "Association". The principal place of business and the mailing address of this Corporation is 550 Biltmore Way, Suite 1110, Coral Gables, Florida 33134.

ARTICLE II - EXISTENCE

This Association shall have perpetual existence unless dissolved in accordance with the terms of these Articles of Incorporation.

ARTICLE III - PURPOSES

The Association does not contemplate pecuniary gain or profit to its members. The specific purposes for which it is formed are to provide for the enforcement of the Declaration of Covenants and Restrictions for Mayfair at Wyndham Lakes (the "Declaration") and any amendments thereto which subject additional property to the Declaration, and to provide for the maintenance and preservation of the Common Properties as that term is defined in the Declaration.

ARTICLE IV - MEMBERSHIP

Every person or entity who is a record owner of a fee interest in any Lot, as that term is defined in the Declaration, which is subject to assessment by the Association, shall automatically be a member of the Association upon the recordation in the Public Records of Broward County, Florida, of the deed or other instrument establishing the acquisition and designating the

Lot affected thereby. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Such membership shall automatically terminate when such person or entity is no longer the record Owner of a Lot.

ARTICLE V - REGISTERED OFFICE AND AGENT

The street address of the initial registered office of this corporation is 799 Brickell Place, Suite 900, Miami, Florida 33131, and the name of the initial Registered Agent of this corporation at such address is Joseph J. Weisenfeld.

ARTICLE VI- INCORPORATOR

The name and address of the Incorporator to these Articles of Incorporation is:

<u>NAME</u>	<u>ADDRESS</u>
Harry Wainshal	550 Biltmore Way, Suite 1100 Coral Gables, Florida 33134

ARTICLE VII - BOARD OF DIRECTORS

The names and addresses of the persons who constitute the initial Board of Directors, until the selection and qualification of their successors, are:

Jose Fernandez	550 Biltmore Way, Suite 1110 Coral Gables, Florida 33134
David L. Griffin	550 Biltmore Way, Suite 1110 Coral Gables, Florida 33134
Robert Bonday	550 Biltmore Way, Suite 1110 Coral Gables, Florida 33134

The Directors of the Corporation shall be elected as provided in the Bylaws.

ARTICLE VIII - DISSOLUTION

The Association may be dissolved no sooner than thirty (30) years from the date of incorporation with the assent given in writing and signed by not less than three-fourths (3/4) of the

votes of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be granted, conveyed and assigned to any corporation not for profit, association, trust, public agency or other organization provided that it is to be used for purposes similar to those for which this Association was created, and the Association shall be dissolved in accordance with law.

ARTICLE IX - AMENDMENTS

Amendments to these Articles of Incorporation shall require the approval of a minimum of two thirds (2/3) of the entire membership and shall be effective when a copy thereof has been filed with the Secretary of State of Florida and all filing fees have been paid. These Articles may not be amended in any manner which shall amend, modify or affect any terms and conditions, rights or obligations set forth in the Declaration.

Amendments to the Articles of Incorporation shall be made in the following manner:

A. The Board of Directors shall adopt a resolution setting forth the proposed amendment, and, if members have been admitted to the Association, direct that it be submitted to a vote at a meeting of members, which may be either the annual or a special meeting. If no members have been admitted, the amendment shall be adopted by a vote of the majority of the Board of Directors and the provisions for adoption by members shall not apply.

B. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

C. At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon an affirmative vote of two-thirds (2/3) of the votes of all members entitled to vote thereon.

The Articles of Amendment shall be executed by the corporation by its president and vice president and by its secretary or an assistant secretary and acknowledged by one of the officers signing such amendment and shall set forth:

- A. The name of the corporation.
- B. The amendments so adopted.

C. The date of the adoption of the amendment by the members or by the Board of Directors when no members have been admitted.

The Articles of Amendment shall be delivered to the Department of State. If the Department of State finds that the Articles of Amendment conform to law, it shall, when all fees and taxes have been paid as prescribed in this chapter, file the Articles of Amendment as required by law.

ARTICLE X - HUD AND VA APPROVAL

For so long as there is a Class B membership, as that term is defined in the Declaration, the following actions will require the approval of the Department of Housing and Urban Development or the Veterans Administration if any mortgage encumbering a Lot is guaranteed or insured by either such agency: (a) annexation of additional properties; (b) mergers and consolidations; (c) mortgaging or dedication of Common Area and (d) dissolution or amendment of these Articles. Such approval, however, shall not be required where the amendment is made to correct errors, omissions or conflicts or is required by any institutional lender so that such lender will make, insure or guarantee mortgage loans encumbering the Lots, or is required by any governmental authority. Such approval shall be deemed given if either agency fails to deliver written notice of its disapproval of any amendment to Declarant or to the Association within twenty (20) days after a request for such approval is delivered to the agency by certified mail, return receipt requested, or equivalent delivery.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the Laws of the State of Florida, I, the undersigned, constituting the subscriber and incorporator of this Association, have executed these Articles of Incorporation for Mayfair at Wyndham Lakes Homeowners' Association, Inc. on this 10TH day of July, 1995.

Signed, sealed and delivered
in the presence of:

[Signature]

M. S. Crowder
Print or Type Name

[Signature]

Vanessa Bacci
Print or Type Name

[Signature] (SEAL)
HARRY WAINSHAL

STATE OF FLORIDA)
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 10TH day of JULY, 1995, by HARRY WAINSHAL, who is personally known to me or who has produced _____ as identification.

Mildred S. Crowder
NOTARY PUBLIC, State of Florida
at Large

Type or Stamp Name of Notary

[NOTARIAL SEAL]

My Commission Expires:



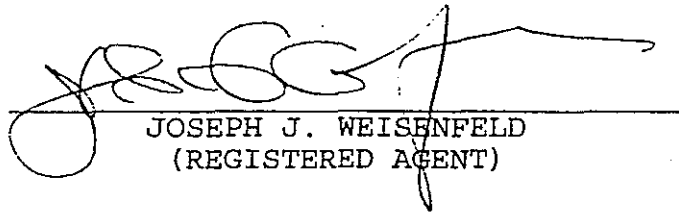
MILDRED S. CROWDER
MY COMMISSION # CC 192586 EXPIRES
May 3, 1996
BONDED THRU TROY FAIN INSURANCE, INC.

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

IN COMPLIANCE WITH FLORIDA LAW, THE FOLLOWING IS SUBMITTED:

THAT MAYFAIR AT WYNDHAM LAKES HOMEOWNERS' ASSOCIATION, INC., DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS AT 550 BILTMORE WAY, SUITE 1110, CORAL GABLES, FLORIDA 33134 HAS NAMED JOSEPH J. WEISENFELD AS ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

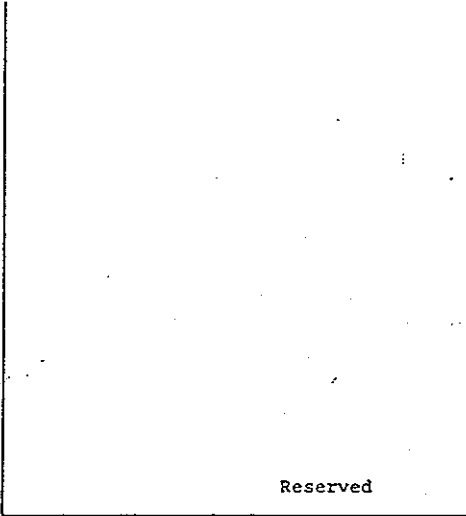
HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.


JOSEPH J. WEISENFELD
(REGISTERED AGENT)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Prepared by and recorded
copies should be sent to:
Mildred S. Crowder, Esq.
WEISENFELD & ASSOCIATES, P.A.
799 Brickell Plaza, Ste. 900
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Reserved

BYLAWS OF MAYFAIR AT WYNDHAM LAKES
HOMEOWNERS' ASSOCIATION, INC.

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ARTICLE I - IDENTITY

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Section 1. Name. The following Bylaws shall govern the operation of MAYFAIR AT WYNDHAM LAKES HOMEOWNERS' ASSOCIATION, INC. (the "Corporation").

Section 2. Principal Office. The principal office of the Corporation shall be 550 Biltmore Way, Suite 1110, Coral Gables, Florida 33134, but the Association may maintain offices, transact business and hold meetings of members and Directors at such places within the State of Florida as may be designated by the Board of Directors.

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Section 3. Seal. The seal of the Corporation shall be in circular form bearing within its circumference the name of the Corporation, the words "a Florida Corporation not for profit", and the year of incorporation.

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Section 4. Definitions. As used herein, the word "Corporation" shall be the equivalent of "Association", as defined in the Declaration of Covenants and Restrictions for Mayfair at Wyndham Lakes recorded or to be recorded in the Public Records of Broward County, Florida. All references to "Declaration", as used herein, shall mean the aforesaid Declaration of Covenants and Restrictions. All other words and phrases, as used herein, shall have the same definitions as attributed to them in the Declaration.

ARTICLE II - MEMBERSHIP AND VOTING PROVISIONS

Section 1. Membership. Membership in the Association shall be limited to Owners of the Lots. Transfer of Lot ownership, either voluntarily or by operation of law, shall terminate membership in the Association, and said membership is to become automatically vested in the transferee upon the recordation in the Public Records of Broward County, Florida, of the deed or other instrument

:

Secretary of the Association. If a Lot is owned by a corporation, or other legal entity, the officer, employee or other representative thereof entitled to cast the vote of the corporation or other legal entity shall be designated in a Certificate for this purpose signed by the President, Vice President, or other authorized signatory and filed with the Secretary of the Association. The person designated in such Certificate who is entitled to cast the vote for a Lot shall be known as the "voting member". If such a Certificate is not on file with the Secretary of the Association for a Lot owned by more than one (1) person, by a corporation or other legal entity, the vote of the Lot concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the Lot, unless the Lot is owned by a husband and wife. Such Certificates shall be valid until revoked, superseded by a subsequent Certificate, or a change in the ownership of the Lot takes place.

If a Lot is owned jointly by a husband and wife, the following three (3) provisions are applicable thereto:

A. They may, but they shall not be required to, designate a voting member.

B. If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

C. When they do not designate a voting member and only one (1) is present at a meeting, the person present may cast the Lot vote just as though he or she owned the Lot individually and without establishing the concurrence of the absent person.

No cumulative voting is permitted.

ARTICLE III - MEETING OF THE MEMBERSHIP

Section 1. Who May Attend. All Owners of Lots may attend any meeting of the members. In the event any Lot is owned by a corporation, any Director or officer of the corporation may attend any meeting of the members; any partner of a partnership owned Lot may attend any meeting of the members, however, the vote for any Lot shall be cast in accordance with the provisions of these Bylaws. All members may attend meetings notwithstanding that a proxy for said member's vote has been given to a third party.

Section 2. Notices. It shall be the duty of the Secretary to mail or deliver a notice of each annual or special meeting, stating the time and place thereof to each Lot Owner of record. All notices shall be mailed to or served at the address of the Lot

Owner as it appears on the books of the Association as hereinafter set forth. Notices of annual meetings shall be furnished to each member, and, except in the event of an emergency, notices of special meetings shall be furnished to each member at least ten (10) days prior to such meeting. Notice of a special meeting may be waived either before or after the meeting, in writing.

Section 3. Annual Meeting. The annual meeting for the purposes of electing Directors and transacting any other business authorized to be transacted by the members shall be held once in each calendar year at such time and on such date in each calendar year as the Board of Directors shall determine. At the annual meeting, the members shall elect by plurality vote a Board of Directors and shall transact such other business as may properly be brought before the meeting.

Section 4. Special Meeting. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors, or at the request, in writing, of voting members representing twenty-five percent (25%) of the members, and shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the matters stated in the notice thereof.

Section 5. Waiver and Consent. Whenever the vote of members at a meeting is required or permitted by any provision of these Bylaws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if not less than three-fourths (3/4ths) of the total votes of the members who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such action being taken; however, notice of such action shall be given to all members unless all members approve such action.

Section 6. Adjourned Meeting. If any meeting of members cannot be organized because a quorum of the total votes held by members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

ARTICLE IV - DIRECTORS

Section 1. Number. The affairs of this Association shall be managed by the Board of Directors who shall be members of the Association, except that Directors elected or appointed by the Declarant need not be members of the Association.

Section 2. Term of Office. At the first annual meeting held by the Association, and at subsequent annual meetings thereafter, the members shall elect, in person or by written ballot delivered

at the meeting, a minimum of three (3) Directors who shall each serve for a term of one (1) year, unless he/she shall earlier resign, or shall be removed, or otherwise be disqualified to serve.

Section 3. First Board of Directors.

A. The initial Board of Directors of the Association who shall hold office and serve until the first annual meeting of members, and until their successors have been elected and qualified, shall be:

Jose Fernandez
David L. Griffin.
Robert Bonday

B. The meeting of a newly elected Board of Directors of the Association shall be held within ten (10) days after their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the meeting shall be necessary, provided a quorum shall be present.

Section 4. Appointment of Directors by Declarant.

A. As provided in the Declaration, until the Class B membership ceases to exist, the Declarant shall have the right to appoint all of the Directors of the Association. Thereafter, the Declarant shall have the right to appoint one (1) Director for so long as the Declarant owns any Lot in Mayfair at Wyndham Lakes. The Declarant may waive its right to appoint one or more Directors by written notice to the Association, and thereafter Directors shall be elected by the members.

B. While the Declarant is entitled to representation on the Board, whether the Declarant exercises that right or not, the Board shall have no authority to, and shall not, without the consent of the Declarant which shall be exercised by its appointee on the Board or other person designated to so act by the Declarant, and which may be withheld at Declarant's sole discretion, undertake any action which shall:

1. prohibit or restrict in any manner the sales and marketing program of the Declarant;
2. make any special or individual assessment against or impose any fine upon the Declarant's property or the Declarant;
3. authorize or undertake any litigation against the Declarant;

4. alter or amend the Declaration, any subsequent amendment thereto, the Articles or Bylaws;

5. restrict the Declarant's right to use of, access to and enjoyment of any of the Common Property.

C. Notwithstanding anything contained herein to the contrary, the Declarant shall have the right to appoint the maximum number of Directors in accordance with the privileges granted to the Declarant in the Declaration. All Directors appointed by the Declarant shall serve at the pleasure of the Declarant, and the Declarant shall have the absolute right at any time and in its sole discretion to remove any Director appointed by it and to replace such Director with another person to serve on the Board. Replacement of any Director appointed by the Declarant shall be made by written instrument delivered to any officer or any other Director, which instrument shall specify the name of the person designated as successor Director. The removal of a Director and the designation of successor by the Declarant shall become effective immediately upon delivery of such written instrument by the Declarant.

Section 5. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the total votes held by members of the Association.

Section 6. Vacancies. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, shall choose a successor or successors who shall hold office for the balance of the unexpired term in respect to which such vacancy occurred. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors. If the Association fails to fill vacancies on the Board of Directors which are sufficient to constitute a quorum in accordance with the Bylaws, any Owner may apply to the circuit court that has jurisdiction over the community served by the Association for the appointment of a receiver to manage the affairs of the Association. At least 30 days before applying to the circuit court, the Owner shall mail to the Association and post, in a conspicuous place on the property of the community served by the Association, a notice describing the intended action, giving the Association the opportunity to fill the vacancies. If during such time the Association fails to fill the vacancies, the Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs, and attorney's fees. The receiver shall have all powers and duties of a duly constituted Board of Directors and shall serve until the Association fills vacancies on the Board sufficient to constitute a quorum.

Section 7. Disqualification and Resignation. Any Director may resign at any time by sending a written notice of such resignation to the office of the Association, delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the first meeting of the newly elected Board of Directors following the first annual meeting of the members of the Association, more than three (3) consecutive absences from regular meetings of the Board of Directors, unless excused by resolution of the Board of Directors, shall automatically constitute a resignation effective when such resignation is accepted by the Board of Directors. Commencing with the Directors elected at such first annual meeting of the membership, the transfer of title to that Director's Lot shall automatically constitute a resignation, effective upon the recordation in the Public Records of Broward County, Florida, of the deed or other instrument establishing the transfer. No member shall continue to serve on the Board should he/she be more than thirty (30) days delinquent in the payment of an assessment, and said delinquency shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors.

Section 8. Compensation. No Director shall receive compensation for any service rendered to the Association; however, any Director may be reimbursed for the actual expenses incurred in the performance of his/her duties.

Section 9. Notice of Board of Directors' Meetings. Notices of all meetings of the Board of Directors shall be posted in a conspicuous place on the Association property at least 48 hours in advance, except in an emergency. Notice of any meeting in which assessments against parcels are to be established shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessment. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 10. Regular Meetings. Regular meetings of the Board of Directors shall be held at such place and hour as may be fixed from time to time by resolution of the Board and shall be open to all members of the Association.

Section 11. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President and, in his/her absence, by the Vice President of the Association, or by any two (2) directors, after not less than three (3) days notice in writing to each director of the time and place of said meeting, except in the event of an emergency. All notices of special meetings shall state the purpose of the meeting.

Section 12. Directors' Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice to members of the Board shall be required and any business may be transacted at such meeting.

Section 13. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at such meetings at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum shall be present. At each such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without further notice to the Board. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

Section 14. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 15. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the members may cast their ballots, for each vacancy, using as many votes as they are entitled to cast. The persons receiving the largest number of votes shall be elected.

Section 16. Powers. The Board of Directors of the Corporation shall have the powers necessary for the administration of the affairs of the Association. The powers shall specifically include, but shall not be limited to, the following:

A. To suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment for more than thirty (30) days after notice.

B. To exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

C. To declare the office of member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

D. To employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

E. To further improve the Common Property, both real and personal property, subject to the provisions of these Bylaws, the Articles of Incorporation, or the Declaration; and

F. To further designate one (1) or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board of Directors in the management, affairs and business of the Association. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors, and said committee(s) shall keep regular Minutes of their proceedings and report the same to the Board of Directors. The foregoing powers shall be exercised by the Board of Directors or its designee or employees, subject only to approval by Lot Owners when such is specifically required.

G. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the "Declaration". The Declaration is incorporated by this reference as if more fully set forth herein.

H. To fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Declaration, and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the Property or the Association.

I. With the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a duly called meeting at which a quorum is present, acquire (by gift, purchase or otherwise), improve, build upon, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real property in connection with the affairs of the Association.

J. To own, hold, operate and maintain the real and personal property of the Association.

K. With the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a duly called meeting at which a quorum is present, borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; provided, however, that the Association shall not need the approval of the members to borrow any amount less than \$25,000.00 or to secure said loan with property of the Association.

L. To participate in mergers and consolidations with other corporations not for profit organized for the same purposes so long as any such merger or consolidation does not broaden the duties and obligations of the Association required by the terms of the Declaration and provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the members.

M. To have and to exercise all of the common law and statutory powers, rights and privileges which a corporation organized under the Corporation Not for Profit Law of the State of Florida may now or hereafter have or exercise, which are not in conflict with the terms of these Articles, the Declaration and the Bylaws.

Section 17. Duties. The Board of Directors shall have the following duties:

A. To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4th) of the Class A members who are entitled to vote. The records required to be kept shall include the following:

1. A copy of the plans, permits, warranties, and other items provided by the Declarant.

2. A copy of the bylaws of the homeowners' association and of each amendment to the bylaws.

3. A certified copy of the articles of incorporation of the homeowners association, or other documents creating the homeowners' association, and of each amendment thereto.

4. A copy of the current rules of the homeowners' association.

5. A book or books that contain the minutes of all meetings of the homeowners' association, of the board of directors, and of members, which minutes shall be retained for a period of not less than seven (7) years.

6. A current roster of all members and their mailing addresses, parcel identifications, and, if known, telephone numbers.

7. All current insurance policies of the homeowners' association or a copy thereof.

8. A current copy of any management agreement, lease, or other contract to which the homeowners' association is a party or under which the homeowners' association or the parcel owners have an obligation or responsibility.

9. Accounting records of the homeowners' association and separate accounting records for each parcel, according to generally accepted accounting principles. All accounting records shall be maintained for a period of not less than 7 years. The accounting records shall be open to inspection by parcel owners or their authorized representatives at reasonable times. The failure of the homeowners' association to permit inspection of its accounting records by parcel owners or their authorized representatives entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the books and records who, directly or indirectly, knowingly denied access to the books and records for inspections. The accounting records shall include, but are not limited to:

i. Accurate, itemized, and detailed records of all receipts and expenditures.

ii. A current account and a periodic statement of the account for each member of the homeowners' association, designating the name of the member, the due date and amount of each assessment, the amount paid upon the account, and the balance due.

iii. All audits, reviews, accounting statements, and financial reports of the homeowners' association.

iv. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one (1) year.

B. To supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

C. As more fully provided in the Declaration; to:

1. fix the amount of the annual general assessment;

2. send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

3. file and foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner.

D. To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

E. To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate for which the Association shall bear the cost;

F. To procure and maintain adequate liability and hazard insurance or other insurance as needed on property to be owned or maintained by the Association; and

G. To cause the Common Property to be maintained. The Association shall not be responsible for the maintenance of any property not designated as Common Property in the Declaration.

ARTICLE V - OFFICERS

Section 1. Enumeration of Officers. The officers of the Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, and a Secretary, a Treasurer, and such other officers as the Board may from time to time by resolution create, who shall be from among the members, except that officers elected or appointed by the Declarant need not be members of the Association.

Section 2. Election. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he/she shall earlier resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time, by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. The acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No other person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created by the Board of Directors.

Section 8. Duties. The duties of the officers are as follows:

A. President. The President shall be the chief executive officer of the Association; shall preside at all meetings of the members and of the Board of Directors; shall have executive powers and general supervision over the affairs of the Association and other officers; shall sign all written contracts to perform all of the duties incident to the office of President and which may be required by the Board of Directors.

B. Vice President. The Vice President shall act in the place and stead of the President in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

C. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; shall have charge of all of the Association's books, records and papers, except those kept by the Treasurer, and shall perform such other duties as required by the Board.

D. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all funds of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; shall keep proper books of account, shall cause an annual review of the Association's books to be made by a certified public accountant at the completion of each taxable year; shall prepare an annual budget and a statement of income and expenditures

to be presented to the members at the regular annual meeting, and deliver a copy of each to the members; and shall collect the assessments and promptly report to the Board of Directors the status of collections and of all delinquencies.

ARTICLE VI - BOOKS AND RECORDS OF MEMBER

Section 1. Owner Register. The Association shall maintain a register of the name and mailing address of all Owners. In the event that the address of an Owner is different from the property address and the Association has not been provided with the different address, the property address shall be deemed to be same, and any notice sent to the said property address shall comply with the requirements of these Bylaws, the Declaration, and the Articles of Incorporation. If a Lot is owned by more than one (1) person, they shall provide the Association with one (1) mailing address for said Lot, and, in the event same is not provided to the Association, it shall be deemed to be the property address. Any change of address shall be effective only as to future notices, and shall not affect any notices previously provided to the members, even in the event that the meeting or other occurrence in the said notice has not occurred as of the time of giving of said address change.

Section 2. Inspection by Members. The books, records and papers of the Association shall, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation, and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association.

ARTICLE VII - FINANCES AND ASSESSMENTS

Section 1. Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board, and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the Board of Directors. Obligations of the Association shall be signed by at least two (2) officers of the Association.

Section 2. Fidelity Bonds. The Treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association, and any contractor handling or responsible for Association funds, shall be bonded in such amount as may be determined by the Board of Directors. The premiums on such bonds shall be paid by the Association. The bond shall be in an amount sufficient to equal the monies an individual handles or has control of via a signatory or a bank account or other depository account.

Section 3. Taxable Year. The taxable year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first taxable year shall begin on the date of incorporation.

Section 4. Determination of Assessments.

A. The Board of Directors of the Association shall fix and determine from time to time the sum or sums necessary and adequate to pay for the expenses of the Association. Association expenses shall include those expenses set forth in the Declaration, including the costs of carrying out the powers and duties of the Association, and such other expenses as are determined by the Board. The Board is specifically empowered, on behalf of the Association, to make and collect assessments and to maintain and repair areas as provided in the Declaration. Funds for the payment of Association expenses shall be assessed against the Lot Owners on an equal basis as provided in the Declaration. Said assessments shall be payable in advance as determined by the Board of Directors, and shall be due when ordered by the Board. Special assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments and shall be payable in the manner determined by the Board.

B. When the Board of Directors has determined the amount of any assessment, the Treasurer of the Association shall mail or present to each Owner a statement of said Owner's assessment. All assessments shall be payable to the Treasurer of the Association, and upon request said Treasurer shall give a receipt for each payment made to him.

C. The Board of Directors shall adopt an operating budget for each fiscal year pursuant to Article V of the Declaration.

Section 5. Application of Payments and Commingling of Funds. All sums collected by the Association from assessments may be commingled in a single fund or divided into more than one (1) fund as determined by the Board of Directors. All assessment payments by an Owner shall be applied as to interest, delinquencies, costs and attorneys' fees, other charges, expenses and advances, as provided herein and in the Declaration, and general or special assessments in such manner and amounts as the Board of Directors determines, in its sole discretion.

Section 6. Acceleration of Assessment Installments Upon Default. If an Owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining monthly installments for the fiscal year upon notice thereof to the Owner and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the

notice, but not less than ten (10) days after delivery of or mailing of such notice to the Owner.

ARTICLE VIII - AMENDMENTS

Section 1. Amendments. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of the Board of Directors.

Section 2. Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall prevail. If any unreconciled conflict should exist or hereafter arise with respect to the interpretation of these Bylaws, as between these Bylaws and the Declaration, the Declaration shall prevail. No amendment of these Bylaws shall change the rights and privileges of the Declarant without the Declarant's prior written approval.

ARTICLE IX - INDEMNIFICATION

Section 1. Indemnification. The Association shall indemnify any Director or officer made a party or threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his/her capacity as Director or officer of the Association, or in his/her capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he/she serves at the request of the Association, against judgments, fines, amounts paid in settlement, and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit, or proceeding or any appeal thereof, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable grounds for belief that such action was unlawful. The termination of any such action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he/she had reasonable grounds for belief that such action was unlawful. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his/her duty to the Association unless and only to the extent that the court, administrative agency, or investigative body before which such action, suit, or proceeding is held shall determine upon

application that, despite the adjudication of liability, but in view of all circumstances of the case, the person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

Section 2. Determination of Amounts. The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred, and whether such Director or officer acted in good faith and in a manner he/she reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he/she had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding. In the event that all the Directors were parties to such action, suit or proceeding, such determination shall be made by the members of the Association by a majority vote of a quorum.

Section 3. No Limitation. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

ARTICLE IX - TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

A. No contract or transaction between the Association and one (1) or more of its directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one (1) or more of its directors or officers are directors or officers, or have a financial interest, shall be invalid, void, voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because said officer's or director's votes are counted for such purpose. No director or officer of the Association shall incur liability by reason of the fact that said director or officer may be interested in any such contract or transaction.

B. Interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE X - HUD AND VA APPROVAL

For so long as there is a Class B membership, the following actions will require the approval of either the Department of Housing and Urban Development or the Veterans Administration if any mortgage encumbering a Lot is guaranteed or insured by either such

agency: (a) annexation of additional properties; (b) mergers and consolidations; (c) mortgaging or dedication of Common Property and (d) dissolution or amendment of these Articles. Such approval, however, shall not be required where the amendment is made to correct errors, omissions or conflicts or is required by any institutional lender so that such lender will make, insure or guarantee mortgage loans encumbering the lots, or is required by any governmental authority. Such approval shall be deemed given if either agency fails to deliver written notice of its disapproval of any amendment to Declarant or to the Association within twenty (20) days after a request for such approval is delivered to the agency by certified mail, return receipt requested, or equivalent delivery, and such approval shall be conclusively evidenced by a certificate of Declarant or the Association that the approval was given or deemed given.

ARTICLE X - LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Association shall not relieve or release any such former Owner or member from any liability or obligations incurred under or in any way connected with the Association during the period of such ownership of a Lot and membership in the Association, or impair any rights or remedies which the Association may have against such former Owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

ARTICLE XI - LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair areas as provided in the Declaration, the Association shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements or by other persons.

ARTICLE XII - ACQUISITION OF LOTS

Section 1. Acquisition on Foreclosure. At any foreclosure sale of a Lot, the Board of Directors may, with the authorization and approval by the affirmative vote of a majority of the total voting members' votes present at any regular or special meeting of the members wherein said matter is voted upon, acquire in the name of the Association, or its designee, a Lot being foreclosed. The term "foreclosure" as used in this section, shall mean and include any foreclosure of any lien, excluding the Association's lien for assessments. The power of the Board of Directors to acquire a Lot at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the said Board of Directors or of the Association to do so at any foreclosure sale,

the provisions hereof being permissive in nature and for the purposes of setting forth the power in the Board of Directors to do so should the requisite approval of the voting members be obtained. The Board of Directors shall not be required to obtain the approval of Lot Owners at the foreclosure sale of the Lot due to the foreclosure of the Association's lien for assessments under the provisions of the Declaration, notwithstanding the sum the Board of Directors determines to bid at such foreclosure sale.

ARTICLE XIII - PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Declaration, or these Bylaws.

ARTICLE XIV - PARAMOUNT RIGHTS OF DECLARANT

All of the applicable terms and provisions of the Articles or these Bylaws shall be subject to the Declaration of Covenants and Restrictions as to the rights and powers of the Declarant, which rights and powers shall be deemed paramount to the applicable provisions of the Articles or these Bylaws.


The foregoing Bylaws for the Association were adopted this _____ day of _____, 199____, by the Initial Board of Directors of the Association.



JOSE BERNANDEZ



DAVID L. GRIFFIN



ROBERT BONDAY

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Prepared by and recorded copies
should be sent to:
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96-457010 T#001
09-16-96 08:52AM

Reserved

**FIRST AMENDMENT TO DECLARATION OF COVENANTS AND
RESTRICTIONS FOR MAYFAIR AT WYNDHAM LAKES**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS AND
RESTRICTIONS FOR MAYFAIR AT WYNDHAM LAKES is made this 19th day of
August, 1996, by Landstar Development Corporation, a Florida
corporation, herein called "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant recorded a Declaration of Covenants and
Restrictions for Mayfair at Wyndham Lakes on August 15, 1996, in
Official Records Book 23704, at Page 321, of the Public Records of
Broward County, Florida (the "Declaration"); and

WHEREAS, in Article X, Section 4, Declarant reserved to itself
the right to amend the Declaration by recordation of an instrument
containing the Amendment in the Public Records of Broward County,
Florida.

NOW, THEREFORE, Declarant amends the Declaration as follows:

1. The foregoing recitals are true and correct and are
incorporated herein by this reference.
2. Article I, Section 1 (f) is amended to include the words
"pool and cabana" in the definition of the Common Properties.
3. Article VIII, Sections 11 and 17 are amended to change
the reference to Common Area to Common Properties.

All other matters contained in the Declaration shall remain in
full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant has set its hand

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JK