

AMENDMENT TO DECLARATION OF RESTRICTIONS

FOR **ME 13982M2985**

MIAMI LAKES-LAKE CAROL

(BLOCK 1 ONLY)

This Amendment to the Declaration of Restrictions for MIAMI LAKES-LAKE CAROL, BLOCK ONE, is made this 1st day of February, 1989, by the MIAMI LAKES-LAKE CAROL, BLOCK 1, ARCHITECTURAL CONTROL COMMITTEE (hereinafter referred to as the "Committee") and joined in by THE GRAHAM COMPANIES f/k/a The Sengra Corporation, a Florida Corporation (hereinafter referred to as "Developer").

WHEREAS, Developer is the Developer and declarant under that certain Declaration of Restrictions for Miami Lakes-Lake Carol, Plat Book 127, at Page 31, Block 1 Only, and the Declaration of Restrictions for Miami Lakes-Lake Carol Replat No. One, Plat Book 131, at Page 55, Block 1 Only, which declaration was dated May 1, 1987, recorded June 1, 1987, under Clerk's file number 87R 207094, in Official Records Book 13296, at Page 3756 (the "Old Restrictions"), and Miami Lakes-Lake Carol Replat No. Two, Plat Book 132, at Page 5, Block 1 Only, which declaration was dated August 12, 1987, recorded August 12, 1987, in Official Records Book 13378, at Page 433 (the "1st Amendment"), and Miami Lakes-Lake Carol Replat No. Three, Plat Book 132, at Page 80, Block 1 only, which declaration was dated April 28, 1989, recorded April 28, 1989, under Clerk's file number 88R 146715, in Official Records 13661, at Page 85 of the Public Records of Dade County, Florida, (hereinafter referred to as the "Declaration"), affecting land in Dade County, Florida, described as:

Lots 1 through 10 and Lots 71 through 118, all inclusive, Block 1; and Tracts P-76, P-77, P-78 and P-79 of MIAMI LAKES-LAKE CAROL, according to the Plat thereof, recorded in Plat Book 127, at Page 31 of the Public Records of Dade County, Florida; and

Lots 12-A, 13-A, 15-A, 17-A, 22-A, 24-A, 27-A, 28-A, 30-A, 32-A, 34-A, 35-A, 38-A, 39-A, 41-A, 44-A, 45-A, all inclusive, Block 1 of Miami Lakes-Lake Carol Replat No. One, according to the Plat thereof, recorded in Plat Book 131, at Page 55, of the Public Records of Dade County, Florida; and

Lots 11-B, 14-B, 16-B, 18-B, 19-B, 20-B, 21-B, 23-B, 25-B, 26-B, 29-B, 31-B, 33-B, 36-B, 37-B, 40-B, 42-B, 43-B, 46-B, all inclusive, of Block 1, of Miami Lakes-Lake Carol Replat No. Two, according to the Plat thereof, as recorded in Plat Book 132, at Page 5, of the Public Records of Dade County, Florida; and

Lots 47-A through 70-A, all inclusive, of Block 1, of Miami Lakes-Lake Carol Replat No. Three, according to the Plat thereof, as recorded in Plat Book 132, at Page 80, of the Public Records of Dade County, Florida.

WHEREAS, the Committee is created pursuant to Part B, Section 17 of the Declaration, and Part D, Section 4 of the Declaration provides in part that the Committee may amend the Declaration; and

WHEREAS, the Committee now desires to amend the Declaration as provided below, and Developer consents to and joins in said amendment.

NOW, THEREFORE; in consideration of the Premises, and the powers granted to the Committee as aforesaid, in the Declaration, the Committee hereby makes the following amendment to the Declaration:

1. Part B, Section 7 of the Declaration is hereby amended to read in its entirety as follows:

7. **ANTENNAS, SOLAR HOT WATER SYSTEMS AND SATELLITE DISHES:** Only television/F.M. stereo antennas of a standard size and height [not to exceed fifteen (15) feet above the ground] shall be allowed. The installation of any solar hot water systems must be first approved by Miami Lakes Architectural Control Committee and similarly, all plans for the installation of a satellite dish or other exterior antenna must be first approved by Miami Lakes Architectural Control Committee. Said plans must be drawn to scale and clearly show compliance with Architectural Control Committee guidelines, as from time to time adopted by said committee. No air conditioning equipment or equipment of any kind shall be installed on any roof without the prior approval of the Architectural Control Committee.

2. Part B, Section 19 of the Declaration is hereby amended to read in its entirety as follows:

19. **EXTERIOR APPEARANCE AND LANDSCAPING:** The paint, coating, stain, and other exterior finishing colors including all awnings (which are to remain canvas and the same color and style as originally installed or if currently existing in some other approved form shall be returned to the same color and style as originally installed if replaced at any time in the future) on all townhouses may be maintained as that originally installed, without prior approval of the Architectural Control Committee, but prior approval by the Architectural Control Committee in writing shall be necessary before any such exterior finishing color or awning is changed. The landscaping, including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevation, shall be maintained by the owner as originally installed by The Graham Companies, unless the prior approval in writing for any change is obtained from the Architectural Control Committee. Such approval shall not be unreasonably withheld with regard to minor changes to the landscaping.

3. The following shall be added to, and become Part B, Section 31 of the Declaration:

31. **SLOPE LINE (SURVEY TIE LINE):** No building, wall or other structure shall be built, erected, placed, altered or extend beyond the top of the slope line (a.d., the survey tie line shown on the plat), except for certain open structures (such as gazebos, decks, and walkways), which may be allowed if the prior written approval of the Architectural Control Committee is obtained for such structures.

4. Part D, Section 2 of the Declaration is hereby amended to read in its entirety as follows:

2. **ENFORCEMENT:** Enforcement shall be by proceedings in court against any person or persons or other entity violating, attempting to violate, or threatening to violate any covenant or restriction contained herein. The party or parties bringing such action may seek any type of legal and/or equitable relief available. The covenants may be enforced by The Graham Companies, or its successors or assigns, or by any owner of a lot in Miami Lakes-Lake Carol, Block 1 Section, or by the compulsory homeowners' association hereinafter referred to. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter; nor shall such failure indicate an intention of Graham or its successors or assigns to abandon such covenants or restrictions; nor shall such failure act to estop Graham, its successors or assigns, from enforcing any covenant or restriction contained herein. In the event legal action is taken to enforce these covenants, as herein provided, Graham, its successors or assigns, or any other party if such party shall prevail, shall be entitled to recover all costs and expenses reasonably incurred but not limited to attorneys' fees and legal assistants' fees actually incurred, and costs and attorneys' fees and legal assistants' fees for appellate review if necessary.

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5. Except as herein amended, all of the provisions and covenants of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Committee has caused this instrument to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

MIAMI LAKES-LAKE CAROL (BLOCK 1 ONLY) ARCHITECTURAL CONTROL COMMITTEE

Vivian Ashida
William Boyer
Vivian Ashida
William Boyer
Vivian Ashida
William Boyer

By: Carol G. Wyllie
Carol G. Wyllie

By: Carnel Creach
Carnel Creach

By: Les Wuertz
Les Wuertz

STATE OF FLORIDA)
COUNTY OF DADE) SS:

The foregoing instrument was acknowledged before me this 1st day of February, 1989, by Carol Wyllie, Carnel Creach, and Les Wuertz, as members of the MIAMI LAKES-LAKE CAROL (BLOCK 1 ONLY) ARCHITECTURAL CONTROL COMMITTEE.

Vivian Boyer
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires: _____
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES AUG 30, 1992
BONDED THRU GENERAL INS. LTD.

JOINDER

The undersigned consents to and joins in the making and recording of this Amendment to the MIAMI LAKES-LAKE CAROL (BLOCK 1 ONLY) Declaration of Restrictions, setting its hand and seal on this 1st day of February, 1989.

Signed, sealed and delivered in the presence of:

THE GRAHAM COMPANIES, f/k/a The Sengra Corporation, a Florida corporation

Vivian Ashida
William Boyer

By: William E. Graham
William E. Graham, President

Attest: Edwin E. Feathers
Edwin E. Feathers
Secretary

STATE OF FLORIDA)
COUNTY OF DADE) SS:

The foregoing instrument was acknowledged before me this 1st day of February, 1989, by WILLIAM E. GRAHAM, and EDWIN E. FEATHERS, President and Secretary, respectively, of THE GRAHAM COMPANIES, a Florida corporation, on behalf of said Corporation.

Vivian Boyer
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires: _____
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES AUG 30, 1992
BONDED THRU GENERAL INS. LTD.

RECORDED IN OFFICIAL RECORDS MAPS OF DADE COUNTY, FLORIDA
RECORD VERIFIED
RICHARD P. BRUNKER
COUNTY CLERK