

THIS INSTRUMENT PREPARED BY:  
BARNEY B. AVCHEN, ESQUIRE  
226 PALM SPRINGS CENTER  
1840 WEST 49<sup>TH</sup> STREET  
HIALEAH, FLORIDA 33012

AMENDMENT  
TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
TOWN HOUSE COMMON AREAS  
BLOCK 1  
MIAMI LAKES- LAKE CAROL

The undersigned, duly authorized Officers of Miami Lakes - Lake Carol Homeowners' Association, Inc., a Florida not-for-profit corporation, the "Association," as that word is defined in the Declaration of Covenants and Restrictions dated April 25, 1985, and recorded July 11, 1985, in Official Records Book 12569, Page 2150, of the public records of Miami-Dade County, Florida, do hereby certify that the following Amendment to said Declaration of Covenants and Restrictions was duly voted upon and adopted by the "Owners" of the "The Properties" at a meeting held on November 6, 2007, by two-thirds (2/3) of the Class A members of The Properties:  
(New language is indicated by underscored type).

ARTICLE VII  
Renting and Leasing

Section 5. Hiatus in Renting and Leasing. No residence subject to the Declaration of Covenants and Restrictions may be rented or leased until two (2) years have expired from date the Owner has taken or takes title to his/hers/its Lake Carol Lot.

Notwithstanding the foregoing, the Board of Directors of the Association shall have the right to waive the provisions of this Section 5 should enforcement of same constitute a legitimate hardship upon the Owner, which waiver will be at the sole option of the Board.

Section 6. Notice to Association. A Lot owner intending to make a bona fide lease of his/hers/its Lot shall give the Association written notice of such intention together with the name(s), address and phone numbers of the intended lessee(s), such other information concerning the intended lessee(s) and all other prospective occupants as the Association may reasonably require, an executed copy of the proposed lease, which lease shall provide that it is subject to the written approval of the Association, and a check in sum sufficient to conduct a background check of the prospective lessee(s).

If the notice to the Association herein required is not given, then at any time after receiving knowledge of possession of a Lot by a lessee the Association, at its election and without notice, may approve or disapprove the transaction. If the Association disapproves the transaction the Association shall proceed as if it has received the required notice on the date of such disapproval.

Within twenty (20) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by an Officer of the Association and shall be delivered to the Lot owner.

If the Association shall disapprove of a proposed lease, then, within said twenty (20) day period, the Association shall deliver by mail to the Lot owner written notice thereof, which notice shall set forth the reason(s) therefor.

The rental policy set forth above shall not apply to any Lot which is leased at the time this Amendment is adopted by the Townhouse Owners, but shall be binding upon any Owner who wishes to rent or lease a Lot subsequent thereto.

  
INITIALS

  
INITIALS

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS TOWN HOUSE  
COMMON AREAS BLOCK 1 MIAMI LAKES-LAKE CAROL

IT WITNESS WHEREOF, MIAMI LAKES - LAKE CAROL HOMEOWNERS' ASSOCIATION,  
INC., a not-for-profit Florida corporation, has caused these presents to be executed in its name by its  
duly authorized Officers and its corporate seal affixed hereto this 21<sup>st</sup> day of November, 2007.

MIAMI LAKES - LAKE CAROL HOMEOWNERS'  
ASSOCIATION, INC.

By: [Signature] L.S.  
TIMOTHY DAUBERT, President

Attest: [Signature] L.S.  
MICHAEL FISCHER, Secretary

STATE OF FLORIDA    ]
                                  ]
                                  ]
COUNTY OF MIAMI-DADE ]

The foregoing instrument was acknowledged this 21<sup>st</sup> day of November, 2007, by  
TIMOTHY DAUBERT and MICHAEL FISCHER, as President and Secretary, respectively, of MIAMI  
LAKES - LAKE CAROL HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit Corporation,  
on behalf of the corporation.

They are personally known to me.

[Signature]  
Notary Public, State of Florida  
BARNEY B. AVCHEN  
PRINTED NAME OF NOTARY PUBLIC

