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THIRD AMENDMENT TO THE DECLARATION OF RESTRICTIONS MIAMI LAKES- LAKE SANDRA PLAT BOOK 115, PAGE 6

TO THE PUBLIC:

Part A - Preamble:

This instrument is executed as of this 3RD day of DECEMBER, 2000, by THE GRAHAM COMPANIES, a Florida corporation (hereinafter "the Developer"), and the Miami Lakes Architectural Control Committee ("the ACC"), acting in accordance with the powers granted unto it by the Declaration of Restrictions, as amended, as to the following land:

> All of MIAMI LAKES-LAKE SANDRA according to the Plat thereof, recorded in Plat Book 115, Page 6, of the Public Records of Miami-Dade County, Florida.

It is the intention of the signators below, under their lawful authority, to supercede and replace with this Declaration of Restrictions, any and all covenants and provisions of any and all previously adopted and recorded Declarations of Restrictions as to the above described land which may be inconsistent herewith.

The purpose of this amendment to the Declaration of Restrictions is to add definitions and more detailed and descriptive covenants and provisions which will enhance the clarity and specificity of the restrictions, to add restrictions which experience and time has revealed to be necessary to maintain the high quality of life in Miami Lakes, and to allow a reasonable time for the correction of restrictions violations and non-conformities which may not have been previously enforced or disapproved.

We do hereby, accordingly, by these presents make, declare, and impose upon the said described land the following agreements, conditions, restrictions, limitations, and easements that shall be and constitute covenants running with the land and shall be binding upon the undersigned, its successors and assigns, as well as upon people claiming under it, and each and all subsequent purchasers, their heirs, personal representatives, successors and assigns,

of said property or any part, parcel, or portion thereof, subject to the provisions of Part D below, to wit:

Part B - Residential Area Covenants

1. DEFINITIONS: The following definitions shall be used when construing or interpreting this Fourth Amendment to the Declaration of Restrictions. In the event of any ambiguity, or in construing or interpreting any word not defined herein, the definition given the word by the Florida Constitution, if any, the Florida Statutes, if any, or common dictionary definition of the word shall be applied, in descending order of priority.

a. Commercial Vehicle: A commercial vehicle is any vehicle which displays, whether temporarily or permanently, any lettering, logo, or other markings which identify the vehicle as belonging to or used for any commercial purpose; and/or any vehicle which appears to be used and designed for transporting cargo, supplies, machinery, tools, equipment, or other items of a commercial nature; and/or any van or truck which does not contain passenger seating to the rear of the driver's seat or which does not have rear side windows and which is used to transport any item for business or commercial purposes; and/or any vehicle manufactured and commonly used as a work or commercial vehicle; or any vehicle for hire.

b. Trailer: Any motorized or non-motorized vehicle, frame, container or structure designed to be towed or driven on roads and which is used to carry camping or living quarters; any wheeled structure, frame or platform used to carry or tow watercrafts of any kind; any platform, structure or rig used to carry and transport motor vehicles; or any non-motorized container or structure designed to be towed by or placed onto a motorized vehicle and used to carry equipment, materials or other items; any previously wheeled structure, frame, platform or container which has had its wheels removed or disabled.

c. Structural Modification: Any change made to the original facade, elevation(s), number or location of windows, doors, walls or foundation; any alterations to walkways, embellishments, porches, beams, roof tiles, roof structure, decks, docks, or the size or configuration of any element of the existing building.

d. Architectural Control Committee: The Architectural Control Committee (the ACC) is a committee of the Miami Lakes Civic Association which consists of 3 to 5 members, who have been assigned the rights and duties by the developer, The Graham Companies, which rights run concurrently with the continuing rights of the developer, to oversee and undertake the application and enforcement of the Declaration of Restrictions and Covenants throughout the Miami Lakes community, and to review and consider for approval any and all proposed changes to the structure, appearance or specifications of any residential building or lot. The ACC shall act under an assignment of the Developer's rights and duties and said rights and duties shall revert to the Developer in the event that the said assignment of rights is withdrawn, lapses or expires.

e. Watercraft: Any boat, dinghy, raft, or other vessel or structure of any size, shape, material or configuration which is designed to float or travel on water and carry or transport one or more persons on water, whether or not motorized.

f. Lake: A lake is a substantial inland body of water, whether or not connected to a canal or other body of water and all water areas on the plat to the shoreline, whether or not the water area is over a portion of a lot.

g. Waterfront Lot: A waterfront lot is a lot any portion of which touches the high water mark of a Lake as defined herein, or a lot which has a sea wall beyond which is a body of water.

h. Single Family: For the purposes of this Declaration of Restrictions and any Covenant running with the land within the deed restricted subdivision of Single Family Homes, a single family shall consist of:

1. One person residing alone or with no more than one other person who is unrelated by blood to any other person residing in the home; or

2. Two or more persons who are each related to one another by blood within one degree of consanguinity; or

3. A married couple and their children;

4. Two persons cohabiting as life partners and any child or parent of one or both of the persons cohabiting; or

5. A unit consisting of one and no more persons unrelated by blood to any other person residing in the single family home.

2. LAND USE AND BUILDING TYPE RESTRICTION: All lots must be used only for residential purposes by a single family as defined above. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family townhouse dwelling not to exceed two stories in height, except that the tracts being dedicated as parks under the Instrument of Dedication for said subdivision may be used as parks so long as such dedications remain in effect.

No trade, business, profession, or commercial activity, or any other nonresidential use, shall be conducted upon any portion of the subject property nor within any unit, if:

a. in connection therewith customers, clients, suppliers, service providers or patients come to or reside in the unit as a necessary or incidental part of that use; or

b. such nonresidential use is otherwise apparent from the exterior of a unit;

c. The trade, business, professional or commercial activity requires the conspicuous or regular presence of commercial vehicles or other commercial traffic into the subdivision and/or street where the residence is located to pick up or drop off persons or supplies or to perform services connected with said trade, business, profession or commercial activity; and

d. The nonresidential use interferes with the peaceable enjoyment of the residential street or neighborhood by other residents and/or the nonresidential use creates a nuisance to surrounding residents.

The foregoing shall not preclude (i) the rental of units within the subject property; or (ii) activities associated with the construction and sale of the subject property or any portion thereof.

3. CHANGE IN BUILDINGS: No owner shall make or permit any structural modification or alteration in any building except with permits from the applicable local government entity and the prior written consent of the ACC, or its successor or assignee, and consent may be withheld if, in the sole discretion of the party requested to give the same, it appears that such structural modification or alteration would affect or in any manner endanger other townhouse units. No building shall be demolished or removed without the prior written consent of all owners of all other townhouses with which such building was connected at the time of its construction, and also the prior written consent of the ACC, its successor or assignee. The ACC shall have the right, but shall not be obligated to assign all of its rights and privileges under this paragraph to the homeowners association established pursuant to the Declaration of Covenants and Restrictions providing for a compulsory homeowners association which declaration is referred to in Part D, paragraph 6 hereof.

4. BUILDING LOCATION: Buildings shall be located in conformance with Section 33-202.3 of the Code of Miami-Dade County, Florida or as originally constructed by The Graham Companies. It is the intention of this paragraph to maintain standards equivalent to those imposed by the Zoning Code of Metropolitan Dade County. Therefore, where a variance as to building location has been granted by the authority to do so under said Zoning Code, said variance is hereby adopted as an amendment to this paragraph and any future variance as to building location shall constitute an amendment of this paragraph. For the purpose of these covenants, corner lots shall be deemed to front on the street where said lot has the shortest dimension, or as otherwise designated by the Architectural Control Committee.

5. SIGHT DISTANCE AT INTERSECTIONS: No structure, hedge, shrub or planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area

formed by the street property lines extended and a line connecting them at points twenty-five (25) feet from the intersection of the extended street lines. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances or such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

6. FENCES: All fences must be approved by the ACC. No fence, hedge, mass planting, wall or other enclosure shall be erected in the front yard or side yard setback areas, except any as originally installed by The Graham Companies, and/or approved by the Architectural Control Committee. No fence, wall, or other enclosure, hedge, mass planting, shrubbery, tree or other landscaping shall be erected,.placed, planted, or allowed to remain on any portion of a lot that would block or obstruct the view of the Lake from any private road or access area (as such term is defined in the Declaration of Covenants and Restrictions referred to in Part D, Paragraph 6. All fences erected within the subdivision shall, at all times, be a maximum height of six (6) feet above the natural grade provided by Developer and shall be consistent and uniform as to color, height, appearance, material and design throughout the subdivision. The frame work for any permitted fence, wall or enclosure shall face the interior of the Lot or the interior of a double faced fence having an identical design on both sides, so that the exterior of such improvement shall have a finished appearance. All existing non-compliant fences which do not meet the specifications set forth herein and which are not now the subject of pending enforcement action, shall be removed by no later than January 1, 2003. All previously approved fences which do not meet the specifications set forth herein shall be removed by no later than January 1, 2005, at which time the existing variance or approval shall terminate.

7. CLOTHES LINES AND OUTDOOR CLOTHES DRYING: Clotheslines are not permitted to be erected on any residential property. Clothes or items may not be hung or draped on fences or hung from any tree, object, or structure where they may be visible from adjoining properties, parks, or roads.

8. ANTENNAE, SOLAR HOT WATER SYSTEMS, AND SATELLITE DISHES: Only television/F.M. stereo antennae and satellite dishes of an approved size and height shall be allowed. All exterior antennae or aerials shall be placed in the rear yard or patio of the Lot and in such a manner as to be as unobtrusive as possible, and in no event shall exceed a height greater than ten (10) feet above the highest point of the roof of the unit. All plans for the installation and location of a satellite dish or other exterior antennae or other communication equipment or devices must be first approved by the Miami Lakes Architectural Control Committee. Said plans must be drawn to scale and clearly show compliance with Architectural Control Committee guidelines as to size and location, as are from time to time adopted by said committee. Solar hot water systems cannot be visible from the street or sidewalk and must be first approved by Miami Lakes Architectural Control Committee.

9. EASEMENTS: Easements for installation and maintenance of utilities and for installation and maintenance of drainage facilities are reserved as shown on the recorded plat. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage any structure installed in accordance with said easement, or prevent the installation and maintenance of utilities in the utility easements, or which may change the flow of water through drainage channels in the drainage easements; provided, however, fences that otherwise comply with these restrictions and having Architectural Control Committee approval may be constructed within such easements.

The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for installations for which a public authority or utility company is responsible. The public authority or utility company and The Graham Companies, and their successors and assigns, shall have a perpetual easement for the installation and maintenance (all underground) of water lines, sanitary sewers, storm drains, gas lines for distribution within the subdivision, electric and telephone lines, cables and conduits under and through the utility easements as shown on the plat.

Within thirty (30) working days from the start of construction, any damage caused to pavement, driveways, drainage structures, sidewalks or other structures in the installation and maintenance of such utilities shall be fully restored to the satisfaction of the Architectural Control Committee by the utility whose installation or maintenance caused the damage. All utilities within the subdivision, whether in street rights of ways or utility easements, shall be installed and maintained underground.

All utilities shall be responsible for maintenance and repair of their devices within easements, both mechanically and aesthetically.

"No cuts" markings must be removed upon completion of construction.

10. TELEPHONE CONDUIT EASEMENTS: Government approved telephone utility companies, and their successors, shall have an easement for the installation, maintenance, and replacement of telephone service wires and cables within the conduits as originally installed by The Graham Companies under the floor slabs of each group of townhouses.

11. LANDSCAPING: Each townhouse lot owner shall be responsible for the maintenance of all landscaping and all planters and other planting areas along the unit and around the lot as originally intended by the developer and all lot owners shall be responsible for the maintenance of all planting areas within their lot, those areas which may divide parking spaces or individual lots, and, the planting area along the perimeter wall which is in front of or adjacent to the lot.

a. Grass, hedges, shrubs, vines, trees and mass plantings of any type on each lot shall be kept trimmed and free of weeds, dead plant material, garbage and other debris which detracts from the appearance of the townhouse.

b. No planters or planting areas may be removed or altered without prior

approval of the ACC. Landscaping shall consist of natural native plant materials including grass, ground cover, flowers, shrubs, hedges, trees and others including xeriscape. Impervious areas will not be considered landscaped.

c. Landscaping maintenance within common areas, including the regular mowing of grass and trimming of plants shall be the responsibility of all unit owners within the section or the section's homeowners association, if the association expressly assumes that responsibility.

d. All sprinkler and irrigation systems are to be maintained in good working order at all times and shall be utilized to provide irrigation to the landscape regularly and as often as required to maintain the appearance and health of the grass and plants. The subdivision's Homeowners Association may assume the responsibility of maintaining all sprinklers within the subdivision in working order, or it may assume responsibility for the irrigation system in the common and public areas only.

e. No building materials of any kind or character shall be placed or stored upon any lot so as to be open to view by the public or neighbors, unless such materials are being used in an on-going ACC approved construction or improvement project upon the lot on which the material is being stored. Within 20 days of the completion of a construction or other improvement project the building materials, tools and equipment used for said project must be removed from the lot.

12. HOLIDAY AND EVENT DECORATIONS AND LIGHTING: Holiday and special event decorations and lighting shall be displayed only within a reasonable time prior to and after the holiday or event for which the decorations and lights are displayed. A reasonable time shall be no more than 30 days prior to and no more than 30 days after the holiday or event. For holidays lasting more that one day, the first day of the holiday shall be the date from which the days shall be counted, unless the holiday has a principal day, such as Easter Sunday and December 25th, in which event the principal day shall be the date from which the days shall be counted.

13. WINDOW TREATMENTS: Windows of residential property may be covered by any type of window treatment which is in good repair and designed or intended to be a permanent or long term window treatment suitable for the residence. Windows shall not be covered by newspaper, aluminum foil, bed sheets, or any other material not ordinarily designed for or intended to be used for window treatments, for more than a total of ten (10) days, if such material is visible from the exterior of the building.

14. EXTERIOR COVERINGS, SIDING AND PAINT. There shall be no real or simulated brick, real or simulated stone, stucco, aluminum, vinyl, T-ll, or other siding materials used on the exterior of the buildings or other structures on any lot without first receiving the written approval of the ACC as to type, color, and texture of the material. All

paint used on the exterior body of any residence shall be subdued in tone. Colors should be used to harmonize with the natural environment of the subdivision and should be soft and unobtrusive. No more than one paint color may be used for the body of each residence and no more than two (2) accent trim colors. The exterior of all buildings and units in this subdivision must be painted in the same color unless otherwise approved by the ACC.

15. ROOFS: All buildings shall have cement or clay tile roofs, except that flat roofs, where approved, may be built with other materials, provided that they are first approved by the Architectural Control Committee. All townhouses within the subdivision shall have roofs which are of the same approved color, material and design.

16. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

17. TEMPORARY STRUCTURES AND STORAGE SHEDS: No structure of a temporary character, or trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No storage shed of any kind or size shall be placed on any lot at any time, either temporarily or permanently except as may have been originally installed by the developer.

All existing non-compliant structures which do not meet the specifications set forth herein and which are not now the subject of a pending enforcement action, shall be removed by no later than January 1, 2003. All previously approved structures which do not conform to the requirements set forth herein shall be removed by no later than January 1, 2005.

18. STORAGE ADDITIONS: All structures used for storage purposes must be approved by the ACC, must be attached to and constructed and finished to match the existing residential building and must comply with all building and zoning requirements for their safety and soundness for that use.

19. PLAYGROUND EQUIPMENT, FORTS, PLAYHOUSES, GAZEBOS AND OTHER SIMILAR CONSTRUCTED ELEMENTS: Playhouses, gazebos and forts, basketball backboards and other similar playground and sports equipment are considered structures and shall be approved by the Committee before they are installed or erected and shall otherwise comply with the same requirements as apply to other structures as set forth in Part B, Paragraph 25, "Construction and Modifications Plan Review" of this Declaration. All games, toys and play apparatus which remains outdoors for more than three days shall be located at the rear or side of the dwelling, so as not to be visible from any street.

20. SIGNS: No signs, posters, billets, announcements or banners of any kind shall be displayed to the public view on any lot except: (a) one (1) sign of not more than one (1) square foot used to indicate the name of the resident; (b) and only one sign of not more than eighty (80) square inches in size advertising the property for sale or for rent with a maximum

of two (2) hangers, each measuring not more than four (4) inches in height and no wider than the principal sign.

21. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the subdivision, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in the subdivision. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any portion of the land subject to these restrictions.

22. LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept. No animals of any kind may be kept, bred, or maintained for any commercial purpose or in excessive numbers. All pets shall be maintained in a quiet and orderly fashion so as to not disturb other lot owners. Pet owners shall comply with all governmental regulations concerning the proper care, maintenance, licensing, and control of their individual pets.

23. SEWAGE DISPOSAL: No individual sewage disposal system shall be permitted on any lot, provided that a central sewage disposal system is being operated in accordance with the requirements of the Florida Division of Health or any other governmental regulatory body having jurisdiction over said central system.

24. WATER SUPPLY: No individual water supply system shall be permitted on any lot, except for use in air conditioners, swimming pools and sprinkler systems; provided that a central supply system is being operated in accordance with the requirements of the governmental body having jurisdiction over said central system.

25. CONSTRUCTION AND MODIFICATIONS PLAN REVIEW: Any and all proposed changes or modifications to the exterior appearance of the landscaping, lot coverage of plant materials, structure or improvements of any lot must be approved by the Architectural Control Committee before they are made.

a. No dwelling, structure, building, wall or other improvement of any nature, including exterior additions, changes or alterations, and landscaping, shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location, nature, kind, shape, color, height, and material of the structure or improvement proposed to be erected, installed, constructed or otherwise modified have been approved in writing by the Architectural Control Committee (as defined in this declaration). Each building, wall or other structure or improvement of any nature shall be erected, placed, or altered upon the premises only in accordance with the plans and specifications and plot plan so approved. The plans submitted to the ACC shall include specifications in regards to topography, finished grade elevation and lot coverage. The ACC may require that the plans

and specifications shall include a site plan, tree survey, landscape plan, sidewalk construction, exterior elevations, paint colors, roof tile samples exterior materials samples and other descriptions which may be necessary to fully describe the improvement or other modification sought to be made. Any change in the exterior appearance of any building, wall, other structure or improvement, any change in the finished ground elevation or composition, and any change in the number, type and size of trees within a lot shall be deemed an alteration requiring approval.

b. The plans, specifications, and location of all contemplated improvements and modifications shall be in accordance with the terms hereof and shall meet the requirements of all applicable local codes and ordinances of the local governing agency issuing permits for construction or land alterations in effect at the time the approval is sought from the ACC. The ACC shall have the right, in its sole discretion, based upon these covenants and restrictions, to approve or disapprove/reject any improvements or modifications on any lot within the subject subdivision, including, but not limited to buildings, fences, walls screened enclosures, awnings, gradings, floor elevations, drainage plans, mailboxes, solar energy devices, satellite dishes, posts, antennae, fountains, decorative building features, landscaping plan, landscape device or object, yard decorations, or other improvements, whether as new construction or additions, modifications, or alterations to lots. Disapprovals/rejections may be based on any ground, including purely aesthetic grounds, which in sole and uncontrolled discretion of said ACC seem sufficient and in the best interests of the residents of Miami Lakes.

c. The Architectural Control Committee shall have the power to set fees to be paid by any and all lot owners proposing to make a change, addition or other modification to the exterior appearance of a lot, such as to the landscaping or any part of the structures thereon. Any lot owner applying for a modification approval or variance shall pay an application processing fee set by the ACC. The amount of the fee, which shall be payable at the time of the submission of the plans and application, shall not exceed $200.00 per application. Said fee shall be non-refundable. A schedule of fees shall be maintained by the ACC, taking into consideration the anticipated cost of reviewing the plans and investigating the appropriateness of the type of modification being sought.

d. The ACC shall notify the Applicant Lot Owner, in writing, within thirty (30) days of its receipt of all of the required documents and evidence, of the ACC's approval or disapproval of any proposed improvement, addition or modification for which a lot owner has sought the ACC's permission.

e. In the event that any required approvals are not obtained prior to the commencement of improvements, or in the event that improvements are made which vary from those approved, it shall be deemed that no approvals were given and that a violation and/or breach of this Declaration has occurred. A fine of $50.00 per occurrence, per week, shall be assessed against the Lot and shall accrue with interest at the rate of twelve percent

(12%) per year until the fine is paid and either approval is obtained or the violations are removed or corrected to comply with this declaration and the requirements of the ACC.

f. Once a construction or modification project is commenced, it shall be completed within a reasonable time, taking into consideration the time required for the processing of building permits, inspections and delays caused by weather conditions, strikes or other similar circumstances beyond the control of the lot owner. No construction or modification project may be abandoned, suspended or postponed after the modifications have been commenced unless the lot can be restored to its prior condition and the approval of the ACC has been obtained.

26. MIAMI LAKES ARCHITECTURAL CONTROL COMMITTEE: The ACC shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of paragraph 25 and this paragraph.

a. The ACC shall be composed of five members. The Developer shall be allowed to appoint two members who may or may not be residents or owners of residential property within a Miami Lakes development (the "Developer Members") . The Civic Association shall be entitled to appoint three members, each of whom must be an owner of residential property within a Miami Lakes development. Each ACC member shall serve for a two year term. In the event of a vacancy for any reason in the position occupied by the Developer Members, including a vacancy caused by the natural expiration of any member's term, such vacancy shall be filled by a subsequent appointee of the Developer.

b. In the event of a vacancy for any reason in the positions occupied by the Association members, including a vacancy caused by the natural expiration of any member's term, such vacancy shall be filled by an subsequent appointee of the Civic Association. Any person who is appointed to a vacancy created prior to the expiration of a predecessor's term, shall initially serve only the unexpired term of the predecessor. On January 1 of each year, the ACC shall appoint a chairman who shall have such duties as the ACC may designate.

c. A majority of the ACC may take any action the ACC is empowered to take. Provided, however, that at least one Developer Member and at least two Association Members must approve any modification, amendment, derogation, or addition to the Declaration.

d. The ACC members shall not be entitled to any compensation for services performed pursuant to this Declaration. Whenever the term "Architectural Control Committee" or (ACC) is used throughout this Declaration, it shall be given the meaning described in this paragraph.

27. LIABILITY: The ACC, the Miami Lakes Civic Association, their individual members and their successors, while performing any act for, on behalf of, or in their official

capacity and member or successor, shall not be liable in damages to anyone submitting plans, proposals, or other applications for approval, or to any owner or owners of any real property covered by this instrument by reason of mistake, error of judgment, negligence or non-feasance of said committee, individual members, their successors, agents, or employees, arising out of or in connection with: a) any action or decision taken, any communication made, or any failure to act by them with regard to the enforcement, application, or interpretation of this instrument, the enforcement, application or interpretation of any amendment thereto, or the enforcement, application or interpretation of any law or ordinance of any governmental body; b) any application or plan submitted for approval.

Any person submitting plans to the ACC for approval, by submitting such plans, and any owner, by acquiring title to any property covered by this declaration hereby agrees that such person will not bring any legal or other action or claim for damages, injunctive relief, declaratory judgment, restoration, restitution or other remedy recognized by law against the ACC or the Civic Association, their individual members, their successors, their agents, representatives and/or employees.

28. COMMERCIAL TRUCKS, TRAILERS, CAMPERS AND OFF ROAD VEHICLES: In order to maintain the high standards of the subdivision with respect to residential appearance, no commercial trucks or other commercial vehicles; vans, campers, recreational vehicles, motor homes, house trailers, boat trailers and trailers of every other description "as defined herein" whether operable or inoperable, shall be permitted to be parked or to be stored at any place on any lot, common area or right of way within the subject subdivision. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles during the performance of commercial services. (see attached definitions). Marked and unmarked law enforcement "take home" vehicles may be permitted to be parked in driveways or parking spaces, at the discretion of the ACC.

29. LAKES AND ADJOINING LOTS: As to all of the lots which are waterfront lots, and as to the body of water designated on the plat as "Lake", the following restrictions shall be additionally applicable:

a. No boathouse, dock, wharf, seawall, or other structure of any kind shall be erected, placed, altered, or maintained on the shores of "Lake" as shown on said Plat, unless the construction plans and specifications and a plan showing the location of the structure have been approved by the ACC as to quality of workmanship and materials, harmony of exterior design with existing structures, location with respect to topography and finish grade elevation, and as to desirability per se. It is the intention of this instrument to authorize the committee in its sole discretion to approve or disapprove any such boathouse, dock, wharf, seawall, or other structure on purely aesthetic grounds or any other grounds or for the reason that there should be no such boathouse, dock, wharf, seawall, or other structure on the waterfront except incorporated as part of the developers original design. The ACC shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph.

b. No powerboat or other mechanically powered water craft or device propelled by other than manpower or sail shall be used or operated on "Lake", unless authorized by the ACC, which may prescribe rules and regulations governing such use or operation.

c. Shoreline contours of "Lake" and the lots above or below water may not be changed without the written approval of the ACC. No lot shall be increased in size by filling in the water upon which it abuts.

d. "Lake" includes all of such water areas on the plat to the shoreline, whether or not the water area is over a portion of a lot. The term "waterfront lots" includes all lots any part of which lot touches the high water mark of "Lake".

30. WATERCRAFT: No watercraft of any kind may be stored within any lot or unit of the subject subdivision. No boats or other watercraft may be stored on porches, driveways, front yards, side yards, back yards or any other part of any residential property, whether or not they are visible from the front of the property, except that owners of lakefront properties may keep no more than two lake use approved watercrafts on their lakefront/shoreline. Any washing, repairs, maintenance, preparation or other service done to the watercraft at a residential property detracts from the peace, tranquility and neat appearance of the residential area and is strictly prohibited.

31. GARBAGE AND TRASH DISPOSAL: No garbage, trash, refuse, rubbish, or recyclables shall be deposited or kept on any lot except in a suitable sturdy container. Such container shall not be visible from any point on the front lot line, or from the lake or golf course, as applicable. Corner lots shall also not have garbage, trash, refuse, rubbish or other debris and discards, including recyclables, visible from the side yard which faces the street. Garbage, trash, refuse, rubbish or recyclables may be placed in the collection area in front of the townhouse for collection no earlier than 6:00 p.m. the night prior to the designated collection day. Containers for garbage, trash, refuse, rubbish and recyclables must be removed from the collection area by no later than 7:00 p.m. on the collection day.

32. CARE AND APPEARANCE OF PREMISES: The structures and grounds on each building lot shall be maintained in a neat, safe, sound, watertight and attractive manner.

a. Upon the failure of a lot owner to keep the lot in a neat, safe, sound, watertight and attractive manner, The ACC may, at its option, after giving the owner ten (10) days' written notice sent to his last known address, have the grass, weeds and vegetation cut, when and as often as the same is necessary in its judgment, and have dead trees, shrubs, and plants removed from any lot, and re-sod any lot, and replace any landscaping at their option. Upon the owner's failure to maintain any structure watertight, safe, sound, and in good repair and appearance, they may, at their option, after giving the owner thirty (30) days' written notice sent to his last known address, make repairs and improve the appearance in a

reasonable and workmanlike manner. The ACC or association shall assess the owner of such lot for the cost of any work as required above.

b. To secure payment of the assessment, the ACC shall have a lien upon such building lot enforceable as herein provided. Upon performing the work herein provided, the ACC shall be entitled to file in the Public Records of Miami-Dade County, Florida, a notice of its claim of lien by virtue of this contract with the owner. Said notice shall state the cost of said work and shall contain a description of the property against which the enforcement of the lien is sought. The lien herein provided shall date from the time that the work is completed, but shall not be binding against creditors or subsequent purchasers for a valuable consideration and without notice until said notice is recorded. The lien herein provided shall be due and payable forthwith upon the completion of the work and if not paid, said lien may be enforced by foreclosure in the same manner as mortgages.

c. The amount due and secured by said lien shall bear interest at twelve percent (12%) per annum from the date of recording said notice of lien, and in any action to enforce payment Grantor shall be entitled to recover costs and attorney's fees for filing the lien claim, and for any action to enforce the same, including, without limitation, appeals.

d. The liens herein provided shall be subordinate to the lien of any mortgage encumbering any lot to any institutional lender; provided, however, that any such mortgagee when in possession and any purchaser at any foreclosure sale, and all persons claiming by, through or under such mortgagee or purchaser, shall hold title subject to the obligations and liens herein provided.

e. The liens herein provided shall also be subordinate to the liens of the compulsory homeowners' association established pursuant to and obtaining liens by reason of the Declaration of Covenants and Restrictions originally executed by The Graham Companies, referred to in Part C, Paragraph 2. Grantor shall have the right but shall be obligated to assign all of the Grantor's rights and privileges under this paragraph 30 to the homeowners' association established pursuant to such Declaration of Covenants and Restrictions.

f. When it is necessary for all townhouse units within a common cluster to take any action in order to secure the neatness, soundness, safety, attractiveness and watertightness of a majority of the units within the cluster, or in order to otherwise bring a majority of the units into compliance with this paragraph, each unit owner shall be responsible for participating in or cooperating with the corrective action.

33. UTILITY SERVICES: All buildings on all lots must be served by underground utilities to the extent that such services are provided.

34. DRAINAGE: No changes in elevations or composition of the land shall be made

which will cause surface water to flow onto an adjoining property.

35. PERIMETER WALL: No changes, alterations, or modifications of any kind shall be made to the perimeter wall surrounding the Properties without the prior written approval of the Architectural Control Committee, as set forth in Paragraph 22 hereof.

36. ILLEGAL AND COMMERCIAL ACTIVITIES PROHIBITED: The following non-residential uses of the townhouse shall be prohibited:

a. No trade, business, profession, or commercial activity, or any other non-residential use, shall be conducted upon any portion of the residential property nor within the unit, if in connection with that use or for a commercial purpose, any common carriers, customers, clients or patients come onto the residential property or the road adjacent to the property. Any business, commercial activity or other non-residential use of the residential property which is apparent from the adjoining road, adjoining properties or parks and which is visible from the exterior of the property is prohibited even if no customers, clients or patients come onto or near the property.

b. Garage sales, estate sales, moving sales and yard sales shall not be deemed commercial activities and will be permitted, so long as they are conducted on the residential property no more than two days one time per calendar year, per home, regardless of any change in ownership throughout the one year period.

37. TOP OF SLOPE LINE (SURVEY TIE LINE)/ SEA WALL: No building, wall or other structure shall be built, erected, placed, altered or extended beyond the top of the slope line or sea wall (e.g., the survey tie line shown on the plat), except for certain open structures (such as gazebos, decks and walkways), which may be allowed if they comply with Architectural Control Committee established guidelines and receive the prior written approval of the Architectural Control Committee is obtained for such structures. In addition, the slope line shall not be altered by adding or removing fill or by erecting retaining walls. Any existing building or structure erected beyond the slope line of any residential property, and any alteration to the slope line of any residential property within Miami Lakes which has not been approved by the ACC shall be removed and restored to its original condition and appearance by January 1, 2003 unless the approval of the ACC is applied for and obtained before that date.

38. PARKING OF MOTOR VEHICLES: Motor vehicles of any kind shall be parked only in areas designated under the survey for such purposes. Parking is prohibited in common access areas, right-of-ways, center islands of cul-de-sacs and non-paved areas. Unlicenced vehicles, inoperable vehicles or vehicles under repair may only be placed and kept on a lot in a closed garage.

39. GARAGE DOORS: All garage doors shall be maintained in a closed position

when not in use to ensure the attractive appearance of the property and to safeguard the occupants of the home and their property.

40. AWNINGS AND PATIO ENCLOSURES: Patio and terrace enclosure covers and awnings covering patios of the townhouses must be made of fabric such as coated canvas or vinyl and must be uniform in color, pattern and design. All fabric coverings, regardless of whether they cover a screened or windowed enclosure or are open underneath must have the same height and pitch as the other townhouses in the subdivision. Townhouses where striped canvas or vinyl is selected as the pattern and design of the awnings must keep the same pattern and stripe width for every townhouse. The awnings must be regularly maintained and must be promptly cleaned or replaced when they become encrusted with mold, fungus, soil or any other matter which detrimentally affect their appearance, or when they become discolored by their exposure to sun. Any awnings which become torn or which are removed for any reason, must be replaced within thirty (30) days of the their becoming torn or being removed. Any torn awning which can be repaired need not be replaced if the repair does not detrimentally affect its original appearance and function. Any awning or patio enclosure which does not comply with the standards set forth herein must be brought into compliance by January 1, 2003.

41. ENTRANCE WAY ROOFS. Any roof or covering constructed over the entrance way to any townhouse in this subdivision shall be flat and shall have a minimal exposure from the common and/or public areas and shall be approved by the ACC. All roofs which do not comply with the standards set forth herein or which have not been approved by the ACC shall be removed by no later than January 1, 2003 unless an application for approval is made and approval is granted by the ACC prior to said removal deadline.

42. AIR CONDITIONING UNITS. Air conditioning for any and all units within the subdivision shall be provided by central air conditioning units which shall be placed where originally intended by the developer and shall be screened, landscaped and/or covered so as to keep it from being visible from the front or side streets adjoining the lot. No window or wall air conditioning units shall be permitted in any addition or new improvements located within the subdivision. Any air conditioning units which are mounted on the roof of any building must be surrounded with decorative screening which hides the unit from public view.

Part C - PARTY WALL COVENANTS

1. Each wall built as part of the original construction of the single-family townhouse dwellings upon said described land and placed on the dividing line between the lots thereof shall constitute a party wall, and each owner shall own that portion of the wall which stands on his own lot, with a cross-easement of support in the other portion.

2. The costs of reasonable repair and maintenance of a party wall shall be shared equally by the owners who make use of the wall.

Part D - GENERAL PROVISIONS

1. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then owners of a two-thirds (2/3) majority of the lots in the described property, has been recorded, agreeing to change said covenants in whole or in part, and unless modified, amended or derogated by the ACC as provided for in Paragraph 22 above.

2. ENFORCEMENT: The Developer and the ACC have the statutory authority to enforce the Declaration of Restrictions, and the Rules and Covenants applicable to all residences within Miami Lakes, as well as all rules and covenants of the associations governing the residences. Each association and each individual member of the associations have the authority, by law, to enforce the Declaration of Restrictions and the Rules and Covenants of each association. The Developer, the ACC and the Associations may seek enforcement of the above stated documents governing the residential properties within Miami Lakes as follows:

a. The Developer and/or the ACC may impose fines, not to exceed the statutory maximum per violation in force and effect at the time of the violation, against any homeowner, tenant or guest of a property violating the rules or the governing document. At the time of the recording of this declaration the maximum fine allowed by law is $50.00 per violation. Upon the fining entity's election to impose a fine as a means to enforce the governing documents and rules, the fining entity shall present to the alleged violator, by certified mail, return receipt requested, by courier, or by hand delivery, written notice of the alleged violation of the governing documents and written notice of a hearing to be held no less than 14 days thereafter. At the hearing, the alleged violator shall be afforded an opportunity to be heard on the issues. The hearing shall be held before a fines committee of three or more Miami Lakes development homeowners who may or may not be members of the Association governing the subdivision in which the property is located. Said committee shall be appointed by the ACC. The committee for the hearing must not be officers, directors, or employees of the Developer, the ACC, or the subdivision Association, or the spouse, parent, child, brother, or sister of an officer, director or employee of the Developer, the ACC, or the subdivision Association. A majority of the committee must affirmatively vote to impose the fine.

b. The Developer or the ACC, their successors or assigns, may choose to enforce the rules and governing documents of Miami Lakes residential properties by proceedings in court against any person or persons, or other entity violating, attempting to violate, or threatening to violate any covenant, rule or restriction contained herein. The party or parties bringing such action may seek any type of legal and/or equitable relief available

under the law. The covenants may also be enforced by any owner of a lot in Miami Lakes, or by the compulsory homeowners association in which the property is situated if any is in full force and effect under the laws of the State of Florida. 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 to enforce or act indicate an intention of the Developer, the ACC, its successors, assigns, and/or the compulsory homeowners association to abandon such covenants or restrictions; nor shall such failure act to estop the Developer, the ACC, its successors, assigns or the compulsory homeowners association from enforcing any covenant or restriction contained herein. In the event that legal action is taken to enforce these covenants, rules and restrictions as herein provided, the Developer, the ACC, its successors, assigns, the compulsory homeowners association, the homeowner bringing the action, or any other party, if such party shall prevail, shall be entitled to recover all costs and expenses reasonably incurred. Said costs and expenses shall include, but not be limited to, reasonable attorney's fees, legal assistant's fees, fees actually incurred, court costs and all such costs for appellate review, if necessary.

c. Any amount awarded to the Developer, to the ACC or to the compulsory homeowners association after a committee hearing or a legal proceeding in court by way of a ruling, final order or judgment, and any legal costs, attorney's fees or expenses incurred by the Developer, by the ACC or the compulsory homeowners association shall be deemed and shall constitute an assessment, as defined by statute, against the property which is the subject of the violation and legal action. The Developer, the ACC or the compulsory homeowners association may file a claim of lien against any property against which a fine has been assessed by the violations enforcement committee if the fine imposed is not paid within the time allowed by the committee for the payment of said fine. The Developer, the ACC and the compulsory association may also file a claim of lien against any property which is the subject of a legal action in which a judgment has been rendered in favor of the any or all of them and in which attorney's fees, costs, or other compensation or damages have been awarded to any or all of them. Additionally, upon being recorded in the public records of Miami-Dade County, Florida, the final order or judgment entered against a homeowner, tenant, or guest of said property shall create a lien against the subject property which is subject to foreclosure in the event of non-payment or other failure to satisfy the order or judgment.

3. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

4. ADDITIONAL RESTRICTIONS: The Developer and/or the Architectural Control Committee may from time to time, in its sole discretion, modify, amend, derogate, or add to this Declaration of Restrictions.

5. WAIVER: The Developer and/or Architectural Control Committee may waive, upon application being made to it, any one or more of the foregoing conditions, restrictions, limitations, or agreements, with respect to any designated lot or lots, upon finding such

waiver would not be detrimental to the subdivision as a residential area of high standards, but any such waiver, which must be evidenced in writing, shall not be deemed or construed to be a waiver of any such condition, restriction, limitation, or agreement with respect to any other lot.

6. CUMULATIVE EFFECT: All the provisions of this Declaration of Restrictions shall be deemed cumulative and in addition to provisions of the Declaration of Covenants and Restrictions providing for a compulsory homeowners' association for the subdivision, which instrument is to be recorded.

7. APPLICABILITY TO "P" TRACTS: Until the termination of the dedication and reversion of the "P" (Public Access) Tracts on the Plat of Miami Lakes, nothing (except as hereinafter noted) contained in this instrument shall apply to said Tracts, which have been dedicated to the perpetual use of the public for parks; provided, however, that the provisions of Part B, Paragraph 9 hereof are and shall be applicable. Upon such reversion, said Tracts shall be subject to all of the terms and conditions of this instrument, subject to such amendments as may be made by the Architectural Control Committee, at such time so that, in its sole discretion, such Tracts may be utilized as building sites.

IN WITNESS WHEREOF, The Graham Companies and the Miami Lakes Architectural Control Committee have caused this instrument to be executed as of the 3rd day of December 2000.

Signed in the presence of:

Patricia A. Jones
Patricia A. Jones

C. Wayne Slaton
C. Wayne Slaton

Patricia A. Jones
Patricia A. Jones

C. Wayne Slaton
C. Wayne Slaton

Patricia A. Jones
Patricia A. Jones

C. Wayne Slaton
C. Wayne Slaton

Architectural Control Committee

By: _____
Peter Thompson

By: _____
Manny Figueroa

By: George P. Orfely
George Orfely

THE GRAHAM COMPANIES

C. Wayne Slaton
C. Wayne Slaton

Peter Thomson

By: Carol G. Wyllie
Carol G. Wyllie, Exec. V.P.

Attest: _____

STATE OF FLORIDA }
} ss.:
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me, this 3rd day of December 2000, by Peter Thomson, Manny Figueroa, George P. Orfely, and Carol G. Wyllie, who are all personally known to me or who provided Florida Driver Licenses identifying them to be the same, in their authorized capacities on behalf of the Graham Companies, and the Miami Lakes Architectural Control Committee.

NOTARY PUBLIC STATE OF FLORIDA
OFFICIAL NOTARY SEAL
AMELI PADRON-FRAGETTA
COMMISSION NUMBER
CC687324
MY COMMISSION EXPIRES
OCT. 7,2001

Ameli Padron-Fragetta
Notary Public, State of
Florida at Large

My commission expires:

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

This instrument prepared by :
Ameli Padron-Fragetta, Attorney at Law
6175 NW 153 Street, Suite 312
Miami Lakes, Florida 33014
305-557-6060