

## THIRD AMENDMENT TO DECLARATION OF RESTRICTIONS

OFF.  
REC.

1452003479

AND  
LIMITED ASSIGNMENT

FOR

MIAMI LAKES - LAKE CYNTHIA SECTION THREE

(amending)

## DECLARATION OF RESTRICTIONS

MIAMI LAKES - LAKE CYNTHIA SECTION TWO

This Third Amendment to the Declaration of Restrictions and Limited Assignment for MIAMI LAKES - LAKE CYNTHIA SECTION THREE (the "Third Amendment") is made this 26<sup>th</sup> day of March, 1990, by the MIAMI LAKES - LAKE CYNTHIA SECTION THREE ARCHITECTURAL CONTROL COMMITTEE (the "Committee"), THE GRAHAM COMPANIES, f/k/a The Sengra Corporation, a Florida corporation ("Developer"), and the MIAMI LAKES CIVIC ASSOCIATION, INC., a Florida corporation (the "Civic Association").

## WHEREAS:

A. Developer executed that certain Declaration of Restrictions dated September 21, 1986, recorded September 25, 1986, under Clerk's file number 86R 329738, in Official Records Book 13031, at Page 1488, and that First Amendment to Declaration of Restrictions, dated February 1, 1989, recorded February 2, 1989, under Clerk's file number 89R 039136, in Official Records Book 13982, at Page 2979, and that Corrective Second Amendment to the Declaration of Restrictions, dated February 20, 1990, recorded February 21, 1990, under Clerk's file number 90R 066040, in Official Records Book 14441, at Page 48, all of the Public Records of Dade County, Florida, (hereinafter referred to as the "Declaration"), affecting land in Dade County, Florida, described as:

Lots 1-A through 36-A, both inclusive, Block 2-A of MIAMI LAKES-LAKE CYNTHIA SECTION THREE, according to the Plat thereof, recorded in Plat Book 129, at Page 63, of the Public Records of Dade County, Florida; and

B. Pursuant to Part B, Paragraph 17 of the Declaration, the Committee has the power to approve plans and specifications for all buildings, structures and improvements to be constructed on the Property and to exercise such further powers and rights as are specified throughout the Declaration wherever the term "Architectural Control Committee" is used; and

C. The current members of the Committee are Carol G. Wyllie, Carmel Creach, and Peter Thomson; and

D. Pursuant to Part D, Paragraph 4 of the Declaration, the Committee may, in its sole discretion, modify, amend, derogate, or add to the Declaration; and

E. The Committee desires to amend certain portions of the Declaration and the Developer desires to assign certain of its rights under the Declaration to the Civic Association, as provided below; and

F. The Civic Association desires to accept an assignment of rights from the Developer.

NOW, THEREFORE, in consideration of these premises and for \$10.00 and other valuable consideration, the Developer, the Committee, and the Civic Association agree as follows:

1. Developer hereby assigns and transfers to the Civic Association: (1) all of Developer's rights and privileges under Part B, Paragraph 22 of the Declaration (Care and Appearance of Premises); and (2) the right to enforce the covenants contained in the Declaration, as provided in Part D, Paragraph 2 of the Declaration, reserving unto Developer, however, the right of enforcement if the Developer, in its sole discretion, believes such action is necessary, and subject further to the provisions of Paragraph 4 hereof. The Civic Association may not assign any of these rights to a third party without the consent of all members of the Committee. No other rights are assigned from the Developer to the Civic Association. Nonetheless, nothing herein shall affect Developer's right to enforce its rights solely as a landowner.

2. The Civic Association hereby accepts the assignment of the rights, powers and interests set forth in paragraph 1 hereof.

THIS INSTRUMENT WAS PREPARED BY:  
WALLACE L. LEWIS, JR.  
ATTORNEY AT LAW  
6843 MAIN STREET  
MIAMI LAKES, FL 33014

19.50

3. Part B, Paragraph 17 of the Declaration, beginning with the sixth sentence (which provides "the Architectural Control Committee is composed of . . ."), is modified to provide as follows (this modification to Paragraph 17 shall expire as provided in Paragraph 5 below, at which time Paragraph 17 shall automatically revert to the language existing immediately prior to this Third Amendment):

17. . . .The Architectural Control Committee (the "Committee") shall be composed of three members. Upon the resignation of the existing Committee members, the Developer shall be allowed to appoint one member (the "Developer Member") and the Civic Association shall be entitled to appoint two members ("Association Member 1" and "Association Member 2" or collectively the "Association Members"). The Association Members need not be members of the Civic Association. The initial term of the Developer Member shall be for a period of two years. The initial term of Association Member 1 shall be for a period of one year and the initial term of Association Member 2 shall be for a period of two years. Thereafter, each Committee member shall serve for a two year term. In the event of a vacancy for any reason in the position occupied by the Developer Member, including a vacancy caused by the natural expiration of any member's term, such vacancy shall be filled by an appointee of the Developer. 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 a 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 Committee shall appoint a chairman who shall have such duties as the Committee may designate. The first chairman of the Committee shall be the Developer Member. A majority of the Committee may take any action the Committee is empowered to take. Provided, however, that the Developer Member and at least one Association Member must approve any modification, amendment, derogation, or addition to the Declaration. The Association Members shall not be entitled to any compensation for services performed pursuant to this Declaration. The Developer Member's compensation, if any, shall be the responsibility of the Developer. Whenever the term "Architectural Control Committee" is used throughout this Declaration, it shall be given the meaning described in this paragraph.

4. Part B, Paragraph 18 of the Declaration shall be modified to read as follows (this modification to paragraph 18 shall expire as provided in paragraph 5 below, at which time paragraph 18 shall automatically revert to the language existing immediately prior to this Third Amendment):

18. LIABILITY: The Architectural Control Committee and the Civic Association, their members and their successors, shall not be liable in damages to anyone submitting plans for approval or to any owner or owners of land covered by this instrument by reason of mistake in judgment, negligence or non-feasance of said committee, members, agents or employees, arising out of or in connection with the approval or disapproval or failure to approve any plans. Anyone submitting plans to the Architectural Control Committee for approval, by the submitting of such plans, and any owner by acquiring title to any of the property covered by this declaration agrees that such person will not bring any action or claim for any such damages against the Architectural Control Committee or the Civic Association, their members, their successors, or their agents and employees.

5. The rights assigned to the Civic Association under Paragraph 1 hereof shall automatically revert to the Developer and the amendments to the Declaration made in Paragraph 3 hereof shall become null and void, upon the earlier occurrence of the following:

- (a) dissolution of the Civic Association, either voluntarily or involuntarily, or the failure of the Civic Association to remain in good standing under the laws of the State of Florida;

- (b) two years from the date of this Third Amendment, which date may be extended by the written agreement of the Developer, the Civic Association and the Committee;
- (c) if the Developer and Civic Association fail to agree on an annual budget for the Committee; or
- (d) if the Committee fails to reasonably and prudently enforce the Declaration as required or fails to reasonably and prudently maintain the architectural standards established by the Developer at Miami Lakes.

6. The Committee hereby takes the following action, effective as of this date:

- (a) Committee member Carmel Creach hereby resigns as a member of the Committee;
- (b) Committee member Carol G. Wyllie hereby resigns as a member of the Committee;
- (c) Committee member Peter Thomson hereby resigns as a member of the Committee;

The Committee hereby ratifies these actions.

7. The Developer, pursuant to the provisions of Part B, Paragraph 17 of the Declaration, hereby takes the following action, effective as of this date:

Peter Thomson is appointed as the Developer Member.

8. The Civic Association, pursuant to the provisions of Part B, Paragraph 17 of the Declaration, hereby takes the following action, effective as of this date:

- (a) George Orfely is appointed as Association Member 1;
- (b) Manny Figueroa is appointed as Association Member 2;

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

Executed as of the date first above written.

Signed, sealed and delivered in the presence of :

William Boyer  
Vivian Urbeta

Horacio Vazquez  
Manny

William Boyer  
Vivian Urbeta

William Boyer  
Vivian Urbeta

William Boyer  
Vivian Urbeta

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

By: W. E. Hart  
President

Attest: William G. Nathan  
Secretary

MIAMI LAKES CIVIC ASSOCIATION, INC., a Florida corporation

By: C. Wayne Slater  
President

Attest: Barbara Sokolowski  
Secretary

MIAMI LAKES - LAKE CYNTHIA SECTION THREE ARCHITECTURAL CONTROL COMMITTEE

By: Carol G. Wyllie  
Carol G. Wyllie

By: Carmel Creach  
Carmel Creach

By: Peter Thomson  
Peter Thomson

STATE OF FLORIDA )  
COUNTY OF DADE ) SS:

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of March, 1990, by William E. Graham as President and Edwin E. FEATHERS, as Secretary, of The Graham Companies, f/k/a The Sengra Corporation, a Florida corporation, on behalf of said corporation.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. AUG. 30, 1992  
BONDED THRU GENERAL INS. UND

Julian Boy  
NOTARY PUBLIC, State of Florida

[NOTARIAL SEAL]



STATE OF FLORIDA )  
COUNTY OF DADE ) SS:

The foregoing instrument was acknowledged before me this 29 day of March, 1990, by C. Wayne Slaton as President and Barbara Sokolowski, as Secretary, of Miami Lakes Civic Association, Inc., a Florida corporation, on behalf of said corporation.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
COMMISSION EXPIRES APRIL 5, 1991  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Virginia V. Guy  
NOTARY PUBLIC, State of Florida

[NOTARIAL SEAL]



STATE OF FLORIDA )  
COUNTY OF DADE ) SS:

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of March, 1990, by Carol G. Wyllie, Carmel Creach and Peter Thomson.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. AUG. 30, 1992  
BONDED THRU GENERAL INS. UND

Julian Boy  
NOTARY PUBLIC, State of Florida

[NOTARIAL SEAL]



RECORDED IN OFFICIAL RECORDS BOOK  
OF DADE COUNTY, FLORIDA.  
RECORD VERIFIED  
RICHARD P. BRINKE  
CLERK CIRCUIT COURT