

# STATE OF FLORIDA

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify that the following is a true and correct copy of

## CERTIFICATE OF INCORPORATION

OF

MIAMI LAKES WINDMILL GATE HOMEOWNERS' ASSOCIATION, INC.

filed in this office on the 17th day of August

1977

Charter Number: 739806



GIVEN under my hand and the Great  
Seal of the State of Florida, at  
Tallahassee, the Capital, this the  
19th day of August  
1977 .

A handwritten signature in cursive script, appearing to read "Bruce A. Smith".

SECRETARY OF STATE

ARTICLES OF INCORPORATION  
OF  
MIAMI LAKES WINDMILL GATE  
HOMEOWNERS' ASSOCIATION, INC.

FILED  
NOV 17 9 55 AM '77  
SECRETARY OF STATE  
MIAMI FLORIDA

The undersigned subscribers, desiring to form a corporation not for profit under Chapter 617, Florida Statutes, as amended, hereby adopt the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation shall be MIAMI LAKES WINDMILL GATE HOMEOWNERS' ASSOCIATION, INC., which is hereinafter referred to as "the Association".

ARTICLE II

PURPOSES AND POWERS

The objects and purposes of the Association are those objects and purposes as are authorized by the Declaration of Covenants and Restrictions for Miami Lakes Windmill Gate Section, dated October 1st, 1975, and recorded January 19, 1976, in Official Records Book 9210, Page 25, Public Records of Dade County, Florida.

The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any member or individual person, firm or corporation.

The Association shall have the power:

A. To contract for the management of the Association and to delegate to the party with whom such contract has been entered the powers and duties of the Association except those which require specific approval of the Board of Directors or members.

B. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles and the Declaration of Covenants and Restrictions above identified. The Association shall also have all of the powers necessary to implement the purposes of the Association and to provide for the general health and welfare of its membership.

ARTICLE III

MEMBERS

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all those owners as defined in Section 1 with the exception of The Sengra Corporation, a Florida corporation, formerly known as Sengra Development Corp., and hereinafter referred to as "the Developer". Class A members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in a 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.

Class B. The Class B member shall be the Developer. The Class B member shall be entitled to three votes for each Lot in which it holds the interest required for membership by Section 1, provided that the Class B membership shall cease and become converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership. From and after the happening of this event, 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 interests required for membership under Section 1.

Section 3. Meetings of Members. The By-Laws of the Association shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting. A quorum for the transaction of business at any meeting of the members shall exist if ten percent of the total number of members in good standing shall be present or represented at the meeting.

#### ARTICLE IV

##### CORPORATE EXISTENCE

The Association shall have perpetual existence.

#### ARTICLE V

##### BOARD OF DIRECTORS

Section 1. Management by Directors. The property, business and affairs of the Association shall be managed by a Board of Directors, which shall consist of not less than three persons, but as many persons as the Board of Directors shall from time to time determine. Except as otherwise provided in the By-Laws of the Association, a majority of the directors in office shall constitute a quorum for the transaction of business. The By-Laws shall provide for meetings of directors, including an annual meeting.

Section 2. Original Board of Directors. The names and addresses of the first Board of Directors of the Association, who shall hold office until the first annual meeting of members in 1979 and until qualified successors are duly elected and have taken office, shall be as follows:

Michael Beebe	14340 N. W. 60th Avenue Miami Lakes, Florida 33014
Robert L. Rawls	14340 N. W. 60th Avenue Miami Lakes, Florida 33014
Edwin E. Feathers	14340 N. W. 60th Avenue Miami Lakes, Florida 33014

Section 3. Election of Members of Board of Directors. Except for the first Board of Directors, directors shall be elected by the members of the Association at the annual meeting of the membership as provided by the By-Laws of the Association, and the By-Laws may provide for the method of voting in the election and for removal from office of directors. All directors shall be members of the Association or shall be authorized representatives, officers, or employees of corporate members of the Association.

Section 4. Duration of Office. Members elected to the Board of Directors shall hold office until the next succeeding annual meeting of members and thereafter until qualified successors are duly elected and have taken office.

Section 5. Vacancies. If a director elected by the general membership shall for any reason cease to be a director, the remaining directors so elected may elect a successor to fill the vacancy for the balance of the unexpired term.

## ARTICLE VI

### OFFICERS

Section 1. Officers Provided For. The Association shall have a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board of Directors may from time to time elect.

Section 2. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provision of the By-Laws of the Association, shall be elected by the Board of Directors for terms of one year and until qualified successors are duly elected and have taken office. The By-Laws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies, and for the duties of the officers. The President and Vice President shall be directors; other officers may or may not be directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, any Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office other than that of the President shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

Section 3. First Officers. The names and addresses of the first officers of the Association, who shall hold office until the annual meeting of directors in 1979 and until successors are duly elected and have taken office, shall be as follows:

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	Michael Beebe	14340 N. W. 60th Ave. Miami Lakes, Fla. 33014
Vice President	Robert L. Rawls	14340 N. W. 60th Ave. Miami Lakes, Fla. 33014
Secretary/ Treasurer	Edwin E. Feathers	14340 N. W. 60th Ave. Miami Lakes, Fla. 33014

#### ARTICLE VII

##### BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles of Incorporation. Such By-Laws may be altered, amended or repealed by the membership in the manner set forth in the By-Laws.

#### ARTICLE VIII

##### AMENDMENTS

Section 1. Amendments to these Articles of Incorporation shall be proposed and approved by the Board of Directors and thereafter submitted to a meeting of the membership of the Association for adoption or rejection.

Section 2. In case of any conflict between these Articles of Incorporation and the By-Laws, these Articles shall control; and in case of any conflict between these Articles of Incorporation and the said Declaration of Covenants and Restrictions, the Declaration of Covenants and Restrictions shall control.

#### ARTICLE IX

##### SUBSCRIBERS

The names and addresses of the subscribers to these Articles of Incorporation are:


<u>Name</u>	<u>Address</u>
Michael Beebe	14340 N. W. 60th Avenue Miami Lakes, Florida 33014
Robert L. Rawls	14340 N. W. 60th Avenue Miami Lakes, Florida 33014
Edwin E. Feathers	14340 N. W. 60th Avenue Miami Lakes, Florida 33014

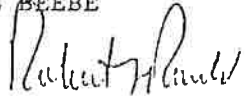
ARTICLE X

INDEMNIFICATION

The Association shall indemnify any person who is made a party or is threatened to be made a party to any claim, suit, proceeding or liability by reason of the fact that he is or was a subscriber, director, officer, employee, agent or representative of the Association to the fullest extent permitted by law, and the Association may advance expenses to any such person to the fullest extent permitted by law. The Association shall also have the power to purchase and maintain insurance on behalf of any person who is or was a subscriber, director, officer, employee, agent or representative of the Association against any liability asserted against him in any such capacity.

IN WITNESS WHEREOF, the said subscribers have hereunto set their hands this 1st day of August, 1977.

  
MICHAEL BEEBE

  
ROBERT L. RAWLS

  
EDWIN E. FEATHERS

STATE OF FLORIDA )  
                          ) SS:  
COUNTY OF DADE )

The foregoing instrument was acknowledged before me this 1st day of August, 1977, by MICHAEL BEEBE, ROBERT L. RAWLS, and EDWIN E. FEATHERS.

  
NOTARY PUBLIC, State of Florida

My Commission Expires:  
December 13, 1978

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

In compliance with the laws of Florida, the following  
is submitted:

First -- That MIAMI LAKES WINDMILL GATE HOMEOWNERS'  
ASSOCIATION, INC. desiring to organize under the laws of the  
State of Florida with its principal office, as indicated in the  
articles of incorporation, at Miami Lakes, County of Dade, State  
of Florida, has named EDWIN E. FEATHERS, located at 14340 North-  
west 60th Avenue, Miami Lakes, County of Dade, State of Florida,  
as its statutory registered agent.

Having been named the statutory agent of the above  
corporation at the place designated in this certificate,  
hereby accept the same and agree to act in this capacity, and  
agree to comply with the provisions of Florida law relative  
to keeping the registered office open.

*Edwin E. Feathers*

EDWIN E. FEATHERS, REGISTERED AGENT

DATED this 11 day of August, 1977

FILED  
AUG 17 9 17 AM '77  
SECRETARY OF STATE  
MIAMI, FLORIDA

BY-LAWS

OF

MIAMI LAKES WINDMILL GATE  
HOMEOWNERS' ASSOCIATION, INC.

A Corporation Not for Profit  
Under the Laws of the State of Florida

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the MIAMI LAKES WINDMILL GATE HOMEOWNERS' ASSOCIATION, INC., a non-profit corporation organized and existing under the laws of the State of Florida.

Section 2. The "Properties" shall mean and refer to:

Lots 1 through 12, both inclusive, Block 1; Lots 1 through 12, both inclusive, Block 2; Lots 1 through 12, both inclusive, Block 3; Lots 1 through 12, both inclusive, Block 4; Lots 1 through 12, both inclusive, Block 5; Lots 1 through 12, both inclusive, Block 6; Lots 1 through 12, both inclusive, Block 7; Lots 1 through 12, both inclusive, Block 8; Lots 1 through 72, both inclusive, Block 9; Lots 1 through 72, both inclusive, Block 10; of MIAMI LAKES WINDMILL GATE SECTION, according to the Plat thereof, as recorded in Plat Book 103, Page 41, of the Public Records of Dade County, Florida.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situated upon the Properties.

Section 4. "Member" shall mean and refer to all those owners who are members of the Association as provided in Article III, Section 1, of the Articles of Incorporation of the Association.

ARTICLE II

LOCATION

Section 1. The principal office of the Association shall be located at the residence or business address, in Dade County, Florida of the then President of the Association.

ARTICLE III

MEMBERSHIP

Section 1. Membership of the Association is as set forth in Article III, Section 1, of the Articles of Incorporation of the Association.

Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessment is imposed against each Owner of, and becomes a lien upon, the Properties against which such assessments are made as provided by Article V of the Declaration of Covenants and Restrictions to which the Properties are subject, which is dated October 1st, 1975, and was recorded January 19th, 1976, in Official Records Book 9210, Page 25, of the Public Records of Dade County, Florida.



## ARTICLE IV

### BOARD OF DIRECTORS

Section 1. The directors of the Association shall be elected at the annual meeting of the members as specified in the Articles of Incorporation. The election shall be decided by plurality vote.

Section 2. Any director may be removed from office at any time with or without cause by the affirmative majority vote of the Association membership.

Section 3. The first meeting of the duly elected Board of Directors, for the purpose of organization, shall be held immediately after the annual meeting of members, provided the majority of the members of the Board elected be present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the members of the Board elected shall not be present at that time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty days after the annual meeting of members upon three days notice in writing to each member of the Board elected, stating the time, place and object of such meeting.

Section 4. Regular meetings of the Board of Directors may be held at any place or places within Dade County, Florida, on such days and at such hours as the Board of Directors may, by resolution, appoint.

Section 5. No notice shall be required to be given of any regular meeting of the Board of Directors.

Section 6. Special meetings of the Board of Directors may be called at any time by the President or by any two members of the Board and may be held any place or places within Dade County, Florida, and at any time.

Section 7. Notice of each special meeting of the Board of Directors, stating the time, place and purpose or purposes thereof, shall be given by or on behalf of the President or by or on behalf of the Secretary or by or on behalf of any two members of the Board to each member of the Board not less than three days by mail or one day by telephone or telegraph. Special meetings of the Board may also be held at any place and time without notice by unanimous waiver of notice by all the directors.

Section 8. At any meeting of the Board of Directors, a quorum shall consist of a simple majority of the entire Board or four directors, whichever is fewer.

## ARTICLE V

### OFFICERS

Section 1. Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

Section 2. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform all such duties as are properly required of him by the Board of Directors. The Board of Directors shall elect one Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, the Vice President shall perform the duties and exercise the powers of the President. The Secretary shall issue notices of all meetings of the membership of the Association and the directors where notices of such meetings are required by law or in these By-Laws. He shall keep the minutes of the meetings of the membership and of the Board of Directors.

Section 3. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

Section 4. Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

## ARTICLE VI

### MEETINGS OF MEMBERS

Section 1. The regular annual meeting of the members shall be held on the first Thursday of the month of April in each year beginning in 1979 at such time and place as shall be determined by the Board of Directors.

Section 2. Special meetings of the members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, or by any two or more members of the Board of Directors, or upon written request of the members who have a right to vote one-fourth of all the votes of the entire membership, or who have a right to vote one-fourth of the votes of the Class A membership.

Section 3. Notice may be given to the member either personally, or by sending a copy of the notice through the mail, postage thereon fully paid, to his address appearing on the records of the corporation. Each member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed or personally delivered at least six days in advance of the meeting and shall set forth the general nature of the business to be transacted, provided, however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation or by the Declaration of Covenants and Restrictions referred to in Article III, Section 2, hereof, applicable to the Properties, notice of such meeting shall be given or sent as therein provided.

ARTICLE VII

BOOKS AND PAPERS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any member of the Association.

ARTICLE VIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting: (1) of the members, by a vote of a majority of members present in person or by proxy, or (2) of the Board of Directors, by a majority of the Board, provided that the notice of the meeting disclosed the information that the amendment of the By-Laws was to be considered; provided, however, as to amendments of these By-Laws by either method, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matters stated herein to be or which are in fact governed by the Declaration of Covenants and Restrictions referred to herein may not be amended except as provided in such Declaration.

Section 2. In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in case of any conflict between the Declaration of Covenants and Restrictions referred to in Article III, Section 2 and these By-Laws, the said Declaration of Covenants and Restrictions shall control.

WE HEREBY CERTIFY that the foregoing By-Laws of MIAMI LAKES WINDMILL GATE HOMEOWNERS' ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, were duly adopted by the Board of Directors of said Association in a meeting held for such purpose on the 18th day of August, 19 77.

  
\_\_\_\_\_  
MICHAEL BEEBE, President

  
\_\_\_\_\_  
EDWIN E. FEATHERS, Secretary

DECLARATION OF RESTRICTIONSMIAMI LAKES WINDMILL GATE SECTION  
PLAT BOOK 103, PAGE 41

TO THE PUBLIC:

Part A - Preamble

THE SENGRA CORPORATION, a Florida corporation, being the owner of the land situate, being and lying in Dade County, Florida, and described as follows:

All of Blocks 1 through 10, both inclusive of MIAMI LAKES WINDMILL GATE SECTION, according to the Plat thereof, recorded in the Plat Book 103, Page 41, of the Public Records of Dade County, Florida, excluding Tract A,

does hereby by these presents make, declare and impose upon the said described land the following agreements, conditions, restrictions, limitations and easements which 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. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. 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. Temporary uses for model

homes, parking lots, and/or sales offices shall be permitted until December 31, 1985, or until permanent cessation of such uses takes place, whichever is earlier.

2. CHANGE IN BUILDINGS: No owner shall make or permit any structural modification or alteration in any building except with the prior written consent of The Sengra Corporation, 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 Sengra Corporation, its successor or assignee. The Sengra Corporation shall have the right but shall not be obligated to assign all of its rights and privileges under this paragraph 2 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.

3. BUILDING LOCATION: Buildings shall be located in conformance with Section 13-202.3 of the Code of Metropolitan Dade County, Florida, or as originally constructed by The Sengra Corporation. 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 or special exception as to building location or other item has been granted by the authority designated to do so under the Zoning Code, said variance or special exception is hereby adopted as an amendment to this paragraph and any future variance or special exception as to building location or other item shall constitute an amendment of this paragraph.

4. EASEMENTS: Easements for installation and maintenance of utilities, installation and maintenance of drainage facilities, and for common access, are reserved as shown on the recorded plat, or as created by this paragraph. Within these easements, no structure, 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 direction of flow of drainage channels in the drainage easements, or which may obstruct or retard the flow of water through drainage channels in the drainage easements, provided, however, that a perimeter wall around portions of the subdivision may be constructed, reconstructed and maintained within the easement areas. The drainage easements are reserved for use by the compulsory homeowners' association referred to in Part D, Paragraph 6 hereof, and shall be under the exclusive direction and control of said homeowners' association. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot or by the aforesaid homeowners' association, except for the installations for which a public authority or utility company is responsible. Said homeowners' association shall maintain the perimeter wall, if any. Miami-Dade Water and Sewer Authority, Florida Power & Light Company, Southern Bell Telephone and Telegraph Company and The Sengra Corporation, and their successors and assigns, shall have a perpetual easement for the installation and maintenance, all underground, of water lines, sanitary sewers, storm drains, electric and telephone lines, cables and conduits; and other utility services under and through the utility easements as

shown on the plat of Miami Lakes Windmill Gate Section or otherwise reserved as an easement area in the Declaration of Easement agreements being recorded simultaneously herewith, and upon such portions of each and every lot as are from time to time not occupied by single-family townhouse dwellings or exterior enclosed courtyards or patios appurtenant to such dwellings. Any damage caused to pavement, driveways, drainage structures, sidewalks, or other structures or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage. Except for utilities located in Tract P-58, all other utilities within the subdivision, whether in street rights of ways or utility easements, shall be installed and maintained underground. The easements herein granted shall not create an exclusive right to use the subject property and the undersigned reserves the right to grant other easements within the same property. Each person using the easements herein created shall indemnify the undersigned and its successors in title to the land from any liability, including court costs and attorneys' fees, arising out of the use of such easements.

5. 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.

6. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be permitted on any lot or used on any lot at any time as a residence either temporarily or permanently.

7. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one sign of not more than

one (1) square foot used to indicate the name of the resident, or one sign of not more than five (5) square feet advertising the property for sale or for rent, or signs used by a builder to advertise the property during the construction and sales period.

8. 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.

9. 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, provided that they are not kept, bred or maintained for any commercial purpose.

10. 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 governmental regulatory body having jurisdiction over said central system.

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

12. VISIBILITY AT STREET INTERSECTIONS: No obstruction to visibility at street intersections or access easement intersections shall be permitted.



13. ARCHITECTURAL CONTROL: No building, wall, or other structure or improvement of any nature shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure and a landscaping plan have been approved in writing by the Architectural Control Committee (as hereinafter defined). Each building, wall, or other structure or improvement of any nature and the landscaping shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plan, landscaping plans, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said Architectural Control Committee seem sufficient. Any change in the exterior appearance of any building, wall, other structure or improvements, any change in the finished ground elevation, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The Architectural Control Committee shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. The "Architectural Control Committee" is composed of William E. Graham, David Van Daam, and Carmel Creach, all of whose addresses are in care of The Sengra Corporation, 14340 N. W. 60th Avenue, Miami Lakes, Florida, 33014. A majority of the committee may take any action the committee is empowered to take, and may designate a representative to act for the committee. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative

shall be entitled to any compensation for services performed pursuant to this covenant.

14. EXTERIOR APPEARANCES AND LANDSCAPING: The paint, coating, stain, and other exterior finishing colors 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 shall be necessary before any such exterior finishing color is changed. The landscaping, including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained by the owner as originally installed by The Sengra Corporation, unless the prior approval for any substantial change is obtained from the Architectural Control Committee.

15. COMMERCIAL TRUCKS, TRAILERS, CAMPERS AND BOATS: In order to maintain the high standards of the subdivision with respect to residential townhouse appearance, no trucks or commercial vehicles, boats, campers, recreational vehicles, motor homes, house trailers, boat trailers and trailers of every other description shall be permitted to be parked or to be stored at any place on any lot lying within the portion of the subdivision described in Part A above, except only during periods of approved construction on said lot. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-ups, delivery and other commercial services.

16. FENCES: No fence, wall or other enclosure shall be erected in the front yard or side yard setback areas, except any as originally installed by The Sengra Corporation, and except any approved by the Architectural Control Committee as above provided. Furthermore, no fence, wall, other enclosure, hedge, 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 any lake or lagoon from any private road or "access area" (as such term is defined in the Declaration of Covenants and Restrictions dated October 1, 1975, and recorded January 19, 1976, in O. R. Book 9210, Page 25 of Dade County Public Records).

17. GARBAGE AND TRASH DISPOSAL: No garbage, refuse, trash or rubbish shall be deposited or kept on any lot except in an underground receptacle located in the front yard area; provided, however, that the requirements from time to time of Metropolitan Dade County for disposal or collection by the Dade County Waste Division shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

18. CARE AND APPEARANCE OF PREMISES: The structures and grounds on each building lot shall be maintained in a neat and attractive manner. Upon the owner's failure so to do, The Sengra Corporation, hereinafter called the Grantor, 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 Grantor's option. Upon the owner's failure to maintain the exterior of any structure in good repair and appearance, the Grantor may, at its 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 owner of such lot shall reimburse the Grantor for the cost of any work as above required, and to secure such reimbursement, the Grantor shall have a lien upon such building lot enforceable as herein provided. Upon performing the work herein provided, the Grantor shall be entitled to file in the Public Records of 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 in Dade County, Florida. The amount due and secured by said lien shall bear interest at ten percent (10%) per annum from the date of recording said notice of lien, and Grantor shall be entitled to recover costs and attorneys' fees for filing the lien claim, and for any action to enforce the same, including, without limitation, appeals. 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. The liens herein provided shall be subordinated also to the liens of the compulsory homeowners' association established pursuant to and obtaining liens by reason of the Declaration of Covenants and Restrictions executed by The Sengra Corporation, covering various portions of the subdivision and referred to in Part D, Paragraph 6 hereof. Grantor shall have the right but shall not be obligated to assign all of the Grantor's rights and privileges under this paragraph 18 to the homeowners' association established pursuant to such Declaration of Covenants and Restrictions.

19. CLOTHES LINES: No clothes lines or drying yards shall be erected, used or permitted to remain anywhere within the subdivision.

20. ACCESS TO LOTS: Access by motor vehicle and by driveway from any lot or road rights of ways shall be permitted only through the common access easements as shown on the plat of Miami Lakes Windmill Gate Section.

21. LAGOONS AND LAGOON FRONT LOTS: As to all of the lots which are waterfront lots, and as to the two bodies of water designated on the plat of Miami Lakes Windmill Gate Section as "Lagoon", the following restrictions shall be applicable:

(a) No boathouse, dock, wharf, or other structure of any kind shall be erected, placed, altered, or maintained on the shores of said Lagoons 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 Architectural Control Committee 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, or other structure on purely aesthetic grounds or any other grounds or for the reason that there should be no such boathouse, dock, wharf, or other structure on the waterfront. The Architectural Control Committee 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 said Lagoons, unless authorized by the Architectural Control Committee, which may prescribe rules and regulations governing such use or operation.

(c) Shoreline contours of said Lagoons and the lots above or below water and the seawalls may not be changed without the written approval of the Architectural Control Committee. No lot shall be increased in size by filling in the waters upon which it abuts.

The Lagoons include 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 said Lagoons.

22. EASEMENTS FOR ENCROACHMENTS: All of the lots in this subdivision shall be and are singly and collectively subject to easements for encroachments which now or hereafter exist or come into being, caused by settlement or movement of the townhouses, walls or other improvements, or caused by minor inaccuracies in construction or reconstruction of such townhouses, walls, and other improvements, which encroachments shall be permitted to remain undisturbed and such easements shall and do exist and shall continue as valid easements as long as such encroachments stand. A valid easement for the maintenance of such encroachments is herein created, so long as such encroachments stand.

23. ILLEGAL AND COMMERCIAL ACTIVITIES PROHIBITED: No illegal or commercial activity shall be carried on or conducted upon any lot lying within the portion of the subdivision described in Part A above.

Part C - Party Wall Covenants

1. GENERAL: Each wall built as part of the original construction of the single-family townhouse dwellings upon the 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. SHARING OF REPAIR AND MAINTENANCE: The costs of reasonable repair and maintenance of a party wall shall be shared equally by the owners who make use of the wall.

3. DESTRUCTION BY FIRE OR OTHER CASUALTY: If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore the same, but no

greater dimension of said party wall, or of any extension, or restoration, thereof, shall be placed upon the land of the other owner not extending, constructing, or restoring, said party wall than that existing prior to such fire or other casualty, without the written consent of the latter first obtained; and no part of any addition to the dimensions of said party wall, or of any extension thereof already built, that may be made by any of said owners, or by those claiming under them respectively, shall be placed upon the land of the other owner, without the written consent of the latter first obtained. If the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

4. WEATHER PROOFING: Notwithstanding any other provision of this Part C, any owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

5. RIGHT TO CONTRIBUTION RUNS WITH LAND: The right of any owner to contribution from any other owner under this Part C shall be appurtenant to the land and shall pass to such owners' successors in title. Upon conveyance or other transfer of title the liability of the prior owner shall cease.

6. ARBITRATION: In the event of any dispute arising concerning a party wall, or under the provisions of this Part C, each party shall choose one arbiter, and such ar-

biters shall choose one additional arbiter, and the decision of a majority of all the arbiters shall be final and conclusive of the question involved.

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 three (3) successive periods of thirty (30) years each unless an instrument signed by the then owners of a majority of the lots in the described property, has been recorded, agreeing to change said covenants in whole or in part.
2. ENFORCEMENT: Enforcement shall be by proceedings in court against any person or persons violating or attempting to violate any covenant to restrain violation and to recover damages, which shall include costs and attorneys' fees in the enforcement hereof. The covenants may be enforced by The Sangra Corporation, or its successor, or by any owner of a lot in Miami Lakes Windmill Gate Section, or by the compulsory homeowners' association hereinafter referred to.
3. SEVERABILITY: Invalidation of any one of these covenants or any portions thereof by judgment or court order shall in no wise affect any of the other provisions or portions thereof which shall remain in full force and effect.
4. ADDITIONAL RESTRICTIONS: 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 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 Declaration was executed by The Sengra Corporation, formerly known as Sengra Development Corp., and recorded on January 19, 1976, in O. R. Book 9210, at Page 25, of the Public Records of Dade County, Florida.

7. APPLICABILITY TO "P" TRACTS: Until the termination of the dedication and the reversion of the Tracts on the Plat of Miami Lakes Windmill Gate Section numbered P-55, P-56, P-57 and P-58 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 a library site and parks; provided, however, that the provisions of Part B, paragraph 4 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 Sengra Corporation, its successors and assigns, at such time



DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

MIAMI LAKES WINDMILL GATE SECTION

Plat Book 103 Page 41

THIS DECLARATION is made this 1st day of October, 1975, by SENGRA DEVELOPMENT CORP., a Florida corporation, hereinafter called "Developer," who declares that the real property described in Article II, which is now owned by Developer, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

Definitions

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the Miami Lakes Windmill Gate Homeowners' Association, Inc., a Florida corporation not for profit, which is to be incorporated.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

(c) "Access Area" shall mean and refer to the portion of each lot and the portion of Tracts P-55, P-56, P-57, and P-58 that are subject to the utility and access easements (which are generally 20 to 22 feet wide but which are wider at certain points) as shown on the plat of Miami Lakes Windmill Gate Section.

(d) "Lot" shall mean and refer to any lot described in Article II hereof and any lot shown upon any resubdivision thereof.

(e) "Owner" shall mean and refer to the record owner whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties.

(f) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.

(g) "Lagoons" shall mean and refer to the two bodies of water designated on the plat of Miami Lakes Windmill Gate

Section as "Lagoon" and includes all of such water area to the shoreline, whether or not the water area is over a portion of a Lot.

## ARTICLE II

### Property Subject to This Declaration; Additions Thereto

Section 1. Legal Description. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Dade County, Florida, and is more particularly described as follows:

All lots in Blocks 1 through 10, both inclusive, of MIAMI LAKES WINDMILL GATE SECTION, according to the plat thereof, recorded in Plat Book 103, Page 41, Dade County Public Records, excluding Tract A.

all of which real property shall hereinafter be referred to as "The Properties." Developer may from time to time bring other land under the provisions hereof by recorded supplemental declarations.

Section 2. Merger or Consolidation. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights, 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 properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within The Properties.

## ARTICLE III

### Membership and Voting Rights in the Association

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association

shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a member.

Section 2. Voting Rights. The Association shall have two classes of voting memberships:

Class A. Class A members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. 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.

Class B. The Class B member shall be the Developer. The Class B member shall be entitled to three votes for each Lot in which it holds the interest required for membership by Section 1, provided that the Class B membership shall cease and become converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership. From and after the happening of this event, 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 interests required for membership under Section 1.

#### ARTICLE IV

##### Property Rights in the Access Areas

Section 1. Members' Easements. Each Member and each tenant, agent and invitee of such Member shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the Access Areas, for use in common with all other Members, their tenants, agents, and invitees.

Section 2. Easements Appurtenant. The easement provided in Section 1 shall be appurtenant to and shall pass with the title to each Lot.

Section 3. Maintenance. The Association shall at all times maintain in good repair, and shall replace as often as necessary, the paving, drainage structures, street lighting fixtures and appurtenances, landscaping (if any) and any other structures (except utilities) situated on the Access Areas (or in the case of the street lighting fixtures and appurtenances, situated on the

utility easements or elsewhere), all such work to be done as ordered by the Board of Directors of the Association acting on a majority vote of the Board members. Maintenance of said street lighting fixtures shall include and extend to payment for all electricity consumed in their illumination. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article V, except that Developer shall pay for said street light electricity until such date as the last Lot is sold by Developer. The Developer shall notify the Association when the last Lot is sold, and such notification shall be conclusive as to the fact of such sale.

Section 4. Utility Easements. Use of the Access Areas for utilities, as well as use of the other utility easements as shown on the plat or created by the Declaration of Restrictions referred to in Article VI, Section 7, shall be in accordance with the applicable provisions of this Declaration.

Section 5. Public Easements. Fire, police, health and sanitation, park maintenance and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Access Areas.

#### ARTICLE V

##### Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of the Assessments. The Developer 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: (1) annual assessments or charges, and (2) special assessments for capital improvements; such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of

collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost 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 exclusively for (1) the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Lagoons and Access Areas situated upon The Properties, including, but not limited to, the repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof, (2) the purposes provided in Section 3 below, and (3) the purposes provided in Section 4 below.

Section 3. Maintenance of Lagoons. All maintenance of the Lagoons below the high water mark shall be the responsibility of the Association, which shall at all times maintain, keep up, and operate the Lagoons so that they will remain free from all debris, contaminants, excessive weed growth, and noxious odors and shall maintain them so that the Owners may derive maximum use and benefit therefrom. All work pursuant to this Section and all expenses incurred by the Association in connection with the maintenance, up keep and operation of the Lagoons shall be paid for by the Association through assessments imposed in accordance with this Article. All such assessments by the Association for work pursuant to this Section shall be applied equally against all Lots any part of which Lot touches the high water mark of the Lagoons. No Owner may waive or otherwise escape liability for such assessments by nonuse of the Lagoons or abandonment of his right to use the Lagoons.

The Association shall have the power and authority from time to time to adopt and enforce rules and regulations governing the use of the Lagoons, and Developer reserves the right to impose such uses and restrictions in the Declaration of Restrictions referred to in Article VI, Section 7.

Section 4. Exterior Maintenance. The Association through action of its Board of Directors taken by not less than two-thirds favorable vote of such Board may provide exterior maintenance upon each Lot as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, drives and parking places and other exterior improvements. The Association may from time to time decide or provide one or more or all of such maintenance items. The cost of such exterior maintenance shall be assessed against the lot upon which such maintenance is done (or was ordered by the Association to be performed, whether or not done) and shall constitute an annual maintenance assessment or charge. The Board of Directors of the Association shall estimate the cost of any such exterior maintenance for each year and shall fix the assessment for each year, but said Board shall, thereafter, make such adjustment with the Owner as is necessary to reflect the actual cost of such exterior maintenance. No Owner may avoid or otherwise escape liability for such assessments by waiver of the right to have maintenance performed or by refusal to allow work to be done, and in recognition of the benefits to the entire subdivision of uniform standards of maintenance, all Owners shall permit the Association and its independent contractors to perform such maintenance.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Sections 2, 3, and 4 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement that in the judgment of the Board benefits all Lots, or that benefits certain specified



Lots, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, and in the case of a proposed improvement benefitting fewer than all of the Lots, the vote to pass the assessment must receive two-thirds majority of the Owners of the affected Lots.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

The annual assessments shall be payable in monthly installments due the first day of each month, or in annual or quarterly annual installments if so determined by said Board.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Sections 2, 3 and 4 hereof as the remaining number of months.

The due date of any special assessment under Section 5 hereof shall be fixed in the resolution authorizing such assessment.

Section 7. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment (including any estimated assessment under Sections 3 and 4) against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties 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 shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Amounts of Annual Assessments. The assessment for each Lot shall be equal to the assessment for each other Lot except in the case of assessments under Section 4 hereof and except that assessments for maintenance of the Lagoons shall be only against Lots touching the high water mark of the Lagoons. The Board of Directors of the Association shall, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for each year.

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien, Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 6 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessments, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten per cent (10%) per annum and the Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the property or may foreclose the lien against the

property, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment attorneys' fees and costs of preparing and filing the claim of lien and the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

It shall be the legal duty and responsibility of the Association to enforce payment of the assessments.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage encumbering any lot to any institutional lender now or hereafter placed upon the properties subject to assessment; provided, however, that any mortgagee when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee shall hold title subject to the liability and lien for any assessments becoming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid assessment which cannot be collected as a lien against a lot by reason of the provisions of this Section 10 shall be deemed to be an assessment divided equally among, payable by, and a lien against all lots, including the lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Section 11. Access at Reasonable Hours. For the purposes only of performing the exterior maintenance authorized by this Article or maintenance of the Lagoons, the Association, through its duly authorized agents or employees or contractors, shall have the right, after reasonable notice to the Owner, to enter upon any lot at reasonable hours on any day except Sunday.

ARTICLE VIGeneral 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 Owner of any 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 which time said covenants shall be automatically extended for five (5) successive periods of ten (10) years each unless an instrument signed by the then Owners of two-thirds of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing, or alternatively, to the name and address appearing on the most recent county tax roll.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be 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; and failure by the Developer, 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. These covenants may be enforced by the Association, any Owner, or Developer or its successor.

Section 4. Severability. Invalidation of any one of these covenants or restrictions, or any portions thereof, by judgment or court order shall in no wise affect any other provisions, or the remaining portions, which shall remain in full force and effect.

Section 5. Amendment. In addition to any other manner here-in provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this agreement may be amended, changed, added to, derogated, or deleted at any time and from time to time upon the execution and recordation of an instrument executed by Owners holding not less than two-thirds vote of the membership, provided that so long as the Developer is the owner of any lot affected by this Declaration the Developer's consent must be obtained, and provided further, for any change in Article V, Section 10, the consent of the County Attorney of Dade County must be obtained if so required by ordinance.

Section 6. Effective Date. This Declaration shall become effective upon its recordation in the Dade County Public Records.

Section 7. Cumulative Effect. All the provisions of this Declaration of Covenants and Restrictions shall be deemed cumulative and in addition to provisions of the Declaration of Restrictions for Miami Lakes Windmill Gate Section, also executed by Developer.

EXECUTED as of the date first above written.

Signed in the presence of:

SENGRA DEVELOPMENT CORP.

[Signature]

By: Robert L. Rawls  
Robert L. Rawls, President

[Signature]

Attest: Edwin E. Feathers  
Edwin E. Feathers,  
Assistant Secretary

STATE OF FLORIDA)

COUNTY OF DADE )

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES MAR. 18, 1977

The foregoing instrument was acknowledged before me, this 1st day of October, 1975, by ROBERT L. RAWLS, President, and EDWIN E. FEATHERS, Assistant Secretary, of SENGRA DEVELOPMENT CORP., a Florida corporation, on behalf of the corporation.



Notary Public, State of Florida  
at Large.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA at LARGE  
MY COMMISSION EXPIRES MAR. 18, 1977

This Instrument Was Prepared By:  
ALBERT D. QUENTEL  
OF THE LAW FIRM OF  
GREENBERG, TRAUIG, HOFFMAN,  
LIPOFF, QUENTEL, WRIGHT & WOLFF, P. A.  
Forte Plaza, 1401 Brickell Avenue  
Miami, Florida 33131

DEC  
REC 9970 PG 901

FIRST AMENDMENT

TO

DECLARATION OF RESTRICTIONS

MIAMI LAKES WINDMILL GATE SECTION  
PLAT BOOK 103, PAGE 41

WILLIAM E. GRAHAM, DAVID VAN DAAM and CARMEL CREACH, as  
and constituting the ARCHITECTURAL CONTROL COMMITTEE under the  
Declaration of Restrictions for Miami Lakes Windmill Gate Sec-  
tion, Plat Book 103, Page 41, of the Public Records of Dade  
County, Florida, hereby execute this Amendment to said Declara-  
tion of Restrictions.

The Declaration of Restrictions for Miami Lakes Windmill  
Gate Section, Plat Book 103, Page 41, was executed by THE SENGRA  
CORPORATION on August 1, 1977, and recorded August 12, 1977,  
under Clerk's File No. 77R-199407, in Official Records Book 9769,  
Page 793, Dade County Public Records. The undersigned are the  
Architectural Control Committee designated in Part B, paragraph  
13, of said Declaration of Restrictions. This Amendment is exe-  
cuted by the Architectural Control Committee pursuant to the  
powers contained in Part D, paragraph 4, of the Declaration of  
Restrictions. The Sengra Corporation, a Florida corporation,  
the owner of all of the lots described in this Amendment, joins  
in the execution of this Amendment.

The following is added as an additional paragraph under  
Part B:

24. SPECIAL PROVISIONS RELATING TO PATIO  
VILLAS: As to all of the lots in Blocks 1 through  
8, both inclusive, which lots are the sites of Patio  
Villas, the provisions of this paragraph shall be  
applicable. Each Patio Villa has a patio area en-  
closed by a 6-foot high concrete block-stucco wall.  
The portion of the patio measuring approximately  
12 feet by 8 feet contiguous to the kitchen and  
dining area of each Patio Villa and lying between the  
two wings of the Patio Villa is herein referred to as  
the "Inner Patio." The remaining portion of the  
area enclosed by the patio wall is referred to as the  
"Outer Patio." Within the Inner Patio, nothing shall  
be erected, placed, or altered without the prior  
approval of the Architectural Control Committee in  
accordance with the provisions of paragraph 13 of this  
Part B, and such approval may be made on the basis of  
desirability per se. Within the Outer Patio, no

enclosure, roof, or building shall be erected, placed, altered or maintained. The tree within the Outer Patio shall be maintained and replaced from time to time by the lot owner and no tree shall be removed unless it is replaced by another tree of the kind and size approved by the Architectural Control Committee. The provisions of this paragraph 24 are cumulative to those of said paragraph 13.

The provisions of this instrument shall be binding upon The Sengra Corporation and its successors and assigns, and each and all subsequent purchasers, their heirs, personal representatives, successors and assigns, to the same extent and effect as if included within the original Declaration of Restrictions.

EXECUTED as of this February 2, 1978.

Signed in the presence of:

Mary Vasquez

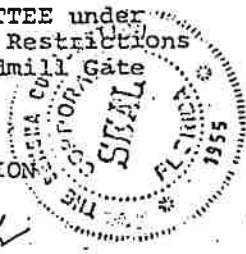
William E. Graham  
William E. Graham

David Van Daam  
David Van Daam

Kathryn H. Muldoon  
As to the Architectural  
Control Committee

Carmel Creach  
Carmel Creach

as and constituting the ARCHITECTURAL CONTROL COMMITTEE under said Declaration of Restrictions for Miami Lakes Windmill Gate Section



THE SENGRA CORPORATION  
By Robert H. Lamb  
President

Angela B. Good

Richard B. Stanley  
As to The Sengra  
Corporation

Attest: John G. Deather  
Assistant Secretary

STATE OF FLORIDA )  
COUNTY OF DADE )

The foregoing instrument was acknowledged before me, this 2nd day of February, 1978, by WILLIAM E. GRAHAM, DAVID VAN DAAM and CARMEL CREACH, as and constituting the ARCHITECTURAL CONTROL

COMMITTEE under the Declaration of Restrictions for Miami Lakes Windmill Gate Section, Plat Book 103, Page 41, Dade County Public Records.

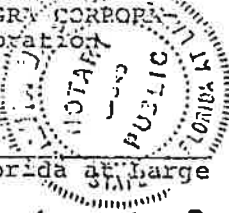
*Sylvia B. Cord*  
Notary Public, State of Florida at Large  
My commission expires: *Dec 13, 1978*



STATE OF FLORIDA )  
COUNTY OF DADE )

The foregoing instrument was acknowledged before me, this 2nd day of February, 1978, by ROBERT L. RAWLS, President, and EDWIN E. FEATHERS, Assistant Secretary, of THE SENGRE CORPORATION, a Florida corporation, on behalf of the corporation.

*Sylvia B. Cord*  
Notary Public, State of Florida at Large  
My commission expires: *December 13, 1978*



RECORDED IN OFFICIAL RECORDS BOOK  
OF DADE COUNTY, FLORIDA.  
RECORDS VERIFIED

RICHARD P. BRINKER,  
CLERK CIRCUIT COURT



REF: 13982102944

## SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS

FOR

## MIAMI LAKES WINDMILL GATE SECTION

This Amendment to the Declaration of Restrictions for MIAMI LAKES WINDMILL GATE SECTION is made this 1st day of February, 1989, by the MIAMI LAKES WINDMILL GATE SECTION 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 dated August 1, 1977, recorded August 12, 1977, under Clerk's file number 77R 199407, in Official Records Book 9769, at Page 793, as amended by that First Amendment to the Declaration of Restrictions dated February 2, 1978, recorded March 13, 1978, under Clerk's file number 78R 65645, in Official Records Book 9970, at Page 901, all of the Public Records of Dade County, Florida, (hereinafter referred to as the "Declaration"), affecting land in Dade County, Florida, described as:

All of Blocks 1 through 10, both inclusive of MIAMI LAKES WINDMILL GATE SECTION, according to the Plat thereof, recorded in Plat Book 103, at Page 41, of the Public Records of Dade County, Florida, excluding Tract A; and

WHEREAS, the Committee is created pursuant to Part B, Section 13 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 6 of the Declaration is hereby amended to read in its entirety as follows:

6. 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, without written approval of the Committee, and any shed which is permitted hereunder must abut the house and be painted the color of the residence.

2. Part B, Section 14 of the Declaration is hereby amended to read in its entirety as follows:

14. 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 Sengra Corporation, 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. Part B, Section 15 of the Declaration is hereby amended to read in its entirety:

15. **COMMERCIAL TRUCKS, TRAILERS, CAMPERS AND BOATS:** In order to maintain the high standards of the subdivision with respect to residential appearance, no trucks or commercial vehicles, vans, boats, campers, recreational vehicles, motor homes, house trailers, boat trailers and trailers of every other description, whether operable or inoperable, shall be permitted to be parked or to be stored at any place on any lot within the Miami Lakes Windmill Gate Section. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other commercial services.

4. Part B, Section 16 of the Declaration is hereby amended to read in its entirety as follows:

16. **FENCES:** No fence, wall, or other enclosure shall be erected, placed, or altered within 25 feet of the front line of any lot, and in the case of a "corner lot", within the building setback area for the side yard adjoining the street of that corner lot, as required by the Dade County Building Code. For the purposes of these covenants, "corner lots" shall be deemed to front on the street where the lot has the shortest dimension. Furthermore, no fence, wall or other enclosure shall be erected toward the lake beyond the top of the lake slope as such slope is indicated on the plat. Fences shall at all times be a maximum height of six (6) feet above the natural grade provided by Developer. 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.

5. The following shall be added to, and become Part B, Section 25 of the Declaration:

25. **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.

6. 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 Windmill Gate 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.

7. 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 WINDMILL GATE SECTION ARCHITECTURAL CONTROL COMMITTEE

Virginia Urbieck

By: Carol G. Wyllie  
Carol G. Wyllie

William Boyer

Virginia Urbieck

By: Carmel Creach  
Carmel Creach

William Boyer

Virginia Urbieck

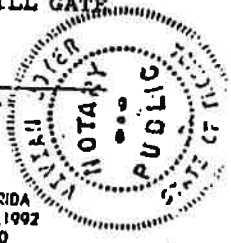
By: Les Wuertz  
Les Wuertz

William Boyer

STATE OF FLORIDA )  
                          ) SS:  
COUNTY OF DADE )

The foregoing instrument was acknowledged before me this 17 day of February, 1989, by Carol Wyllie, Carmel Creach, and Les Wuertz, as members of the MIAMI LAKES WINDMILL GATE SECTION ARCHITECTURAL CONTROL COMMITTEE.

William Boyer  
NOTARY PUBLIC, STATE OF FLORIDA  
My Commission Expires:



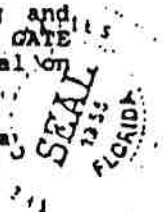
NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. AUG. 30, 1992  
BONDED THRU GENERAL INS. LTD

J O I N D E R

The undersigned consents to and joins in the making and recording of this Amendment to the MIAMI LAKES WINDMILL GATE SECTION 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



William E. Graham

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

Edwin E. Feathers

Attest: Edwin E. Feathers  
Edwin E. Feathers  
Secretary

STATE OF FLORIDA )  
                          ) SS:  
COUNTY OF DADE )

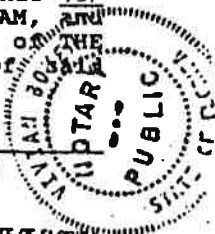
The foregoing instrument was acknowledged before me this 1st day of February, 1989, by WILLIAM E. GRAHAM, and EDWIN E. FEATHERS, President and Secretary, respectively, of THE GRAHAM COMPANIES, a Florida corporation, on behalf of said Corporation.

William Boyer

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:

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



REC. 19900340J

THIRD AMENDMENT TO DECLARATION OF RESTRICTIONS  
AND  
LIMITED ASSIGNMENT  
FOR  
MIAMI LAKES WINDMILL GATE SECTION

This Third Amendment to the Declaration of Restrictions and Limited Assignment for MIAMI LAKES WINDMILL GATE SECTION (the "Third Amendment") is made this 26<sup>th</sup> day of March, 1990, by the MIAMI LAKES WINDMILL GATE SECTION 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 August 1, 1977, recorded August 12, 1977, under Clerk's file number 77R 199407, in Official Records Book 9769, at Page 793, as amended by that First Amendment to the Declaration of Restrictions dated February 2, 1978, recorded March 13, 1978, under Clerk's file number 78R 65645, in Official Records Book 9970, at Page 901, and that Second Amendment to the Declaration dated February 1, 1989, recorded February 2, 1989, under Clerk's file number 89R 039125, in Official Records Book 13982, at Page 2944, all of the Public Records of Dade County, Florida, (hereinafter referred to as the "Declaration"), affecting land in Dade County, Florida, described as:

All of Blocks 1 through 10, both inclusive of MIAMI LAKES WINDMILL GATE SECTION, according to the Plat thereof, recorded in Plat Book 103, at Page 41, of the Public Records of Dade County, Florida, excluding Tract A; and

B. Pursuant to Part B, Paragraph 13 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 18 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.

3. Part B, Paragraph 13 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 13 shall expire as provided in

Paragraph 5 below, at which time Paragraph 13 shall automatically revert to the language existing immediately prior to this Third Amendment):

13. . . .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. (a) The following shall be added to, and become Part B, Paragraph 26 of the Declaration:

26. 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.

(b) Part B, Paragraph 26 of the Declaration, as set forth in Paragraph 4(a) hereof, shall expire as provided in Paragraph 5 below and, at such time, shall be replaced by the following as Part B, Paragraph 26 of the Declaration:

26. LIABILITY: The Architectural Control Committee, its members and their successors, shall not be liable in damages to anyone submitting plans for approval or to any owner or owner 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, its members, their successors, and the committee's 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 13 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 13 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 Turbida*

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

By: *W.E. [Signature]*  
President

Attest: *[Signature]*  
Secretary

MIAMI LAKES CIVIC ASSOCIATION, INC., a Florida corporation

*[Signature]*  
*[Signature]*

By: *[Signature]*  
President

Attest: *[Signature]*  
Secretary



REC: 1452063406

MIAMI LAKES WINDMILL GATE  
SECTION ARCHITECTURAL  
CONTROL COMMITTEE

William Boyer  
Virian Urbela  
William Boyer  
Virian Urbela  
William Boyer  
Virian Urbela

By: Carol G. Wyllie

By: Carmel Creach

By: 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 EXPIRES APRIL 5, 1991  
SIGNED THIS DATE AND UNDERWRITING

William Boyer  
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  
MY COMMISSION EXPIRES APRIL 5, 1991  
SIGNED THIS DATE AND UNDERWRITING

Virginia Vazquez  
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 EXPIRES APRIL 5, 1991  
SIGNED THIS DATE AND UNDERWRITING

William Boyer  
NOTARY PUBLIC, State of Florida  
[NOTARIAL SEAL]

RECORDED IN OFFICIAL RECORDS  
OF DADE COUNTY, FLORIDA  
RECORD NUMBER  
RICHARD P. BRINNEEN  
CLERK CIRCUIT COURT



**FOURTH AMENDMENT TO THE  
DECLARATION OF RESTRICTIONS  
MIAMI LAKES - WINDMILL GATE SECTION  
PLAT BOOK 103, PAGE 41**

TO THE PUBLIC:

Part A - Preamble:

This instrument is executed as of this 3<sup>RD</sup> 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 Blocks 1 through 10, both inclusive, of MIAMI LAKES WINDMILL GATE SECTION, according to the Plat thereof, recorded in Plat Book 103, Page 41, 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 than 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-II, 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. Unlicensed 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 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  
Carol G. Wyllie  
Carol G. Wyllie  
Patricia A. Jones  
Patricia A. Jones  
Carol G. Wyllie  
Carol G. Wyllie  
Patricia A. Jones  
Patricia A. Jones  
Carol G. Wyllie  
Carol G. Wyllie

Architectural Control Committee

By: [Signature]  
Peter Thompson

By: [Signature]  
Manny Figueroa

By: [Signature]  
George Orfely



**WINDMILL GATE**  
**LANDSCAPE RECOMMENDATIONS FOR HOMEOWNERS**

Windmill Gate residents have customarily displayed a pride of ownership in the ongoing maintenance of their properties. The following landscaping replacement suggestions are given in an effort to aid homeowner when replanting becomes necessary at Windmill Gate patio villas and townhomes.

These landscaping guidelines were formulated by a Miami Lakes landscape architect in conjunction with the original Windmill Gate landscaping plans.

**RECOMMENDATIONS:**

- Islands between units (parking lots): 4 - 6 jasmine bushes or similar plants.
- Front planter areas of townhomes: 4 - 6 shrubs from the suggested list below.
- Front planter areas of patio homes: 6 - 8 shrubs from the suggested list below.
- Large planting areas (dry lots, end units, corner units, etc): Approximately 40% coverage of plant material from the plant list below with the same size suggestions for shrubs.
- Lakeside planter areas: 3 - 6 shrubs across the back. For corner units an additional 6 - 8 shrubs are suggested for approximately 40% coverage.

**RECOMMENDED TREE AND SHRUB TYPES AND SIZES:**

Please note that plant varieties are recommendations. You may choose to use others but please adhere to the suggested size plants for spaces described.

1. Replacement trees: Oaks: 12' - 14'  
Pink Tabebuias: 8' - 10'
2. Replacement palms: Sabal Palms: 8' - 14' trunk (front areas)  
Roebellini Palms: 2' - 3' height minimum (planting bed areas)  
Coconut Palms: 1' trunk, 20' overall height (back areas)
3. Replacement shrubs: 18" - 24" minimum height with 12" - 14" spread:  
Philodendrum    Jasmine            Arboricola            Bougainvillea  
Ixora                Hibiscus                Cocoplum  
  
4' - 5' minimum height with 12" - 14" spread  
Areca Palm
4. Ground cover: Mulch, woodchips, rock

**RECOMMENDATIONS FOR NEWLY PLANTED LANDSCAPE MATERIALS:**

- **Water:** Every day first week, 3 times a week the second week, two times a week thereafter. After 3 months, watering can be adjusted according to rainfall amount.
- **Fertilize:** 3 - 4 times a year with a palm fertilizer for all plantings.
- All palms should be kept in healthy condition and pruned regularly. (Please note that palms are nesting spots for rats!)
- All planting beds should remain weed-free of all large and unsightly weeds.
- **Watch for underground lines:** Build up or berm with soil for areas with rock, roots, or underground obstructions.