OFF. REC. 17712PG1585

THIS INSTRUMENT PREPARED BY:

PATRICIA KIMBALL FLETCHER, ESQ.
SHAPO, FREEDMAN & FLETCHER, P.A.
4750 First Union Financial Center
200 South Biscayne Boulevard
Miami, Florida 33131

97R315773 1997 JUL 15 09:2

FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND COVENANTS FOR THREE LAKES

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND COVENANTS FOR THREE LAKES (this "First Amendment") is made by Lennar Homes, Inc., a Florida corporation ("Lennar") and joined in by Three Lakes Property Owners Association, Inc., a Florida not-for-profit corporation.

R E C I T A L S

A. Lennar recorded that certain Amended and Restated Declaration of Restrictions and Covenants for Three Lakes recorded in Official Records Book 17455 at Page 2016 of the Public Records of Dade County, Florida (the "Original Declaration").

B. Section 5.2 of the Original Declaration permits Lennar, as Developer, to amend the Original Declaration at any time without the joinder or consent of any other person or entity whatsoever.

C. Lennar desires to make certain modifications to the Original Declaration.

D. This First Amendment is a covenant running with all of the land comprising Three Lakes, and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this First Amendment.

NOW THEREFORE, Lennar hereby declares that every portion of Three Lakes is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this First Amendment.

2. Conflicts. In the event that there is a conflict between this First Amendment and the Original Declaration, this First Amendment shall control. Whenever possible, this First Amendment and the Original Declaration shall be construed as a single document. Except as modified hereby, the Original Declaration shall remain in full force and effect.

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Original Declaration. The defined term "Declaration" is hereby deleted in its entirety from the Original Declaration and replaced with the following definition:

"Declaration" shall mean the Amended and Restated Declaration and this First Amendment together with all amendments and modifications thereof.

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4. Standard of Maintenance. Section 12.6.1 of the Original Declaration is hereby revised as follows:

12.6.1 Standard of Maintenance. Subject only to the obligation of Association pursuant to Section 11.2 to maintain Front Yards of Homes, all lawns, landscaping and sprinkler systems and any property, structures, improvements and appurtenances shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of Three Lakes. Each Owner is specifically responsible for maintaining all landscaping and improvements within any portion of a Home that are fenced. In addition, if an Owner has installed a fence or wall around a Home, or any portion thereof, then such Owner must maintain any portion of the Common Areas that is no longer readily accessible to Association.

5. The Declaration shall be amended to add the following new Section 10.14:

10.14 Site Plans and Plats. Three Lakes may be subject to one or more plats (individually, a "Plat"). The Plat may identify some of the Common Areas in Three Lakes. The description of the Common Areas on a Plat is subject to change and the notes on a Plat are not a guarantee of what facilities will be constructed on such Common Areas. Site plans used by Developer in its marketing efforts illustrate the types of facilities that may be constructed on the Common Areas, but such site plans are not a guarantee of what facilities will actually be constructed. Each Owner should not rely on a Plat or any site plans used for illustration purposes as the Declaration governs the rights and obligations of Developer and Owners with respect to the Common Areas.

IN WITNESS WHEREOF, the undersigned, being Developer under the Original Declaration, has hereunto set its hand and seal this 7th day of ~~June~~ July, 1997.

WITNESSES:

Print Name: Mary Rodriguez

Print Name: Maribel G. Pita

By: LENNAR HOMES, INC., a Florida corporation

By: _____
Name: Robert T. Hutson
Title: Vice President

(SEAL)

[ACKNOLEDGEMENT ON FOLLOWING PAGE]

OFF. REC. 17712PG1587

STATE OF FLORIDA)
) SS.:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 7th day of ~~June~~ July, 1997 by Robert T. Hutson, as Vice President of Lennar Homes, Inc., a Florida corporation, who is personally known to me or who produced NO as identification, on behalf of the corporation.

My commission expires:

NOTARY PUBLIC, State of Florida at Large

Print name:

Notary Public, State of Florida
Commission No. CC 552906
My Commission Exp. 06/28/2000
1-800-3-NOTARY - Fla. Notary Service & Bonding Co.

OFF. REC. 17716 1588

JOINDER

THREE LAKES PROPERTY OWNERS ASSOCIATION, INC.

THREE LAKES PROPERTY OWNERS ASSOCIATION, INC. (the "Association") does hereby acknowledge that it is bound by and subject to the First Amendment to Amended and Restated Declaration of Restrictions and Covenants for Three Lakes (the "First Amendment"). The Association agrees that this joinder is for convenience only, and is not a condition to the effectiveness of such First Amendment as the Association has no right to approve any amendment to or modification of the Amended and Restated Declaration of Restrictions and Covenants for Three Lakes.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this * 7th * day of ~~June~~ July 1997.

WITNESSES:

Print Name: Nury Rodriguez

Print Name: Maribel G. Pita

THREE LAKES PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By: _____
Name: Torey Eisenman
Title: President

STATE OF FLORIDA)
) SS.:
COUNTY OF DADE)

{SEAL}

The foregoing instrument was acknowledged before me this 7th day of ~~June~~ July 1997 by Torey Eisenman as President of THREE LAKES PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced NO as identification, on behalf of the corporation.

My commission expires:

NOTARY PUBLIC, State of Florida at Large

Print name: Nury R. Rodriguez

Notary Public, State of Florida
Commission No. CC 552996
My Commission Exp. 06/28/2000
1-800-3-NOTARY - Fla. Notary Service & Bonding Co.

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