OFF. REC. 17944 PG 1480

THIS INSTRUMENT PREPARED BY:

2nd Amended

JILL A. SOMAN, ESQ.
ZACK, SPARBER, KOSNITZKY, SPRATT & BROOKS, P.A.
100 Southeast Second Street
Suite 2800
Miami, Florida 33131

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2nd

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

THIS AMENDMENT TO AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND COVENANTS FOR THREE LAKES (this "**Amendment**") is made this 31st day of October, 1997 by LENNAR HOMES, INC., a Florida corporation ("**Lennar**") and joined in by the THREE LAKES PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("**Association**").

RECITALS

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

B. Pursuant to its rights under the Declaration, Lennar desires to amend the Declaration as provided herein.

NOW THEREFORE, Lennar hereby declares that every portion of Three Lakes is to be held, transferred, sold, conveyed, used and occupied subject to the Declaration and 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 Amendment.

2. Conflicts. In the event that there is a conflict between this Amendment and the Declaration or any prior amendments appearing in the public records, this Amendment shall control. Whenever possible, this Amendment, the Declaration and the other amendments shall be construed as a single document. Except as modified hereby, the 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 Declaration.

4. Builders. Section 25.8 of the Declaration is hereby added and shall read as follows:

25.8. Builders. Developer may transfer or convey real property, platted or unplatted, to a third party ("Builder") which does not contain a Home ("Undeveloped Property"). Notwithstanding any other provision in the Declaration to the contrary, each Builder shall be obligated to pay to any Association Assessments and any Working Capital on the Undeveloped Property as follows:

1. The Undeveloped Property shall be deemed to contain the number of Homes which can be built on such Undeveloped Property. Developer shall determine, in its sole and absolute discretion, the number of Homes which may be built on a particular parcel of Undeveloped Property. Without limiting the rights of Developer hereunder, generally each platted lot shall be deemed capable of being developed into one Home.

2. Notwithstanding any other provision in the Declaration to the contrary, Builders shall not be obligated to pay any portion of Assessments on Undeveloped Property related to services which can only be provided to a Home. By way example, even if the Budget for the Association reflects that cable charges are part of Assessments, a Builder shall not be obligated to pay the portion of Assessments relating to cable charges, as cable services can only be provided to a Home.

3. Notwithstanding any other provision in the Declaration to the contrary, Builders shall be obligated to pay Working Capital on Undeveloped Property based on the number of Homes such property is deemed to include.

IN WITNESS WHEREOF, the undersigned, being Developer under the Declaration, has hereunto set its hand and seal this 31st day of October, 1997.

WITNESSES:

Janet S English
Print Name: JANET S. ENGLISH

Beatrice S. Prebled
Print Name: BEATRICE S. PREBLOD

LENNAR HOMES, INC., a Florida corporation

By: _____
Name: WAYNEWRIGHT MALCOLM
Title: VICE PRESIDENT

{SEAL}

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

The foregoing instrument was acknowledged before me this 31st day of October, 1997 by Waynewright Malcolm as Vice President of Lennar Homes, Inc., a Florida corporation, who is personally known to me ~~or who produced _____ as identification, on behalf of the corporation~~.

My commission expires:

_____
NOTARY PUBLIC, State of Florida at Large

Print name: Susan M Morris
My Commission CC633382
Expires March 26, 2001

OFF. REC. 17944PG1482

JOINDER

THREE LAKES PROPERTY OWNERS ASSOCIATION, INC.

THREE LAKES PROPERTY OWNERS ASSOCIATION, INC. does hereby join in the Amendment to the Amended and Restated Declaration of Restrictions and Covenants for Three Lakes to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 31st day of October, 1997.

WITNESSES:

Print Name: Mary Rodriguez

Print Name: JAMILE JUNCO

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

By: Josey Eisenman

Name: Josey Eisenman

Title: President

{SEAL}

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

The foregoing instrument was acknowledged before me this 31 day of October, 1997 by Josey 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 _____ as identification, on behalf of the corporation.

My commission expires:

OFFICIAL NOTARY SEAL
LAUREL J LYEW SANG
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC559894
MY COMMISSION EXP. JUNE 6,2000

Laurel J Lyew Sang

NOTARY PUBLIC, State of Florida at Large

Print name: LAUREL J. LYEW SANG

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