

PREPARED BY AND RETURN TO:

JILL A. SOMAN, ESQ.
ZACK KOSNITZKY, P.A.
100 S.E. SECOND STREET
SUITE 2800
MIAMI, FLORIDA 33131

98R148764 1998 APR 01 16:01

OFF. 1804284263
REC.

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

THIS THIRD AMENDMENT TO AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND COVENANTS FOR THREE LAKES ("Third Amendment") is made by Lennar Land Partners, a Florida general partnership ("LLP") and joined in by Three Lakes Property Owners Association, Inc., a Florida not-for-profit corporation.

RECITALS

A. Lennar Homes, Inc. ("Lennar") recorded that certain Amended and Restated Declaration of Restrictions and Covenants for Three Lakes in Official Records Book 17455 at Page 2016 ("Original Declaration"), that certain First Amendment to Amended and Restated Declaration of Restrictions and Covenants for Three Lakes in Official Records Book 17712 at Page 1585 ("First Amendment") and that certain Amendment to Amended and Restated Declaration of Restrictions and Covenants for Three Lakes in Official Records Book 17944 at Page 1480 ("Second Amendment") all in the Public Records of Dade County, Florida (collectively, "Declaration").

B. Thereafter, on October 31, 1997 Lennar assigned all its right, title and interest as Developer, to LLP.

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

D. LLP desires to make certain modifications to the Declaration as hereinafter set forth.

E. This Third 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 Third Amendment;

NOW THEREFORE, LLP 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 Third Amendment.

2. Conflicts. In the event that there is a conflict between this Third Amendment and Declaration, this Third Amendment shall control. Whenever possible, this Third Amendment and the Declaration 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 meaning set forth in the Declaration. The defined term "Declaration" is hereby deleted in its entirety from the Declaration and replaced with the following:

"Declaration" shall mean the Original Declaration, the First Amendment, the Second Amendment and this Third Amendment, together with all amendments and modifications thereof.

4. Minor's Use of Facilities. Section 12.31 of the Declaration is hereby deleted in its entirety and replaced with the following:

12.31. Minor's Use of Facilities. Parents shall be responsible for all actions of their minor children at all times in and about Three Lakes. Developer and Club Owner shall not be responsible for any use of the facilities by anyone, including minors.

IN WITNESS WHEREOF, the undersigned, being Developer under the Declaration, has hereunto set its hand and seal this 27 day of March, 1998.

WITNESSES:

LENNAR LAND PARTNERS, a
Florida general partnership

By: Lennar Homes, Inc., a Florida corporation,
attorney in fact*

By: [Signature]

Name: Dan Grosswald

Title: Vice President

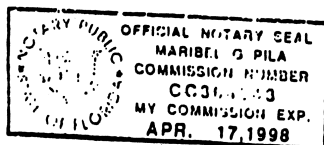
{SEAL}

*pursuant to that certain Power of Attorney recorded in
Official Records Book 17874 at page 413 in the Public
Records of Dade County, Florida

STATE OF FLORIDA)
COUNTY OF DADE) SS.:

The foregoing instrument was acknowledged before me this 27th day of March, 1998
by Dan Grosswald, as Vice President of Lennar Homes, Inc., a Florida corporation,
attorney in fact for Lennar Land Partners, a Florida general partnership who is personally known to
me or who has produced N/A as identification.

My commission expires:



[Signature]
NOTARY PUBLIC, State of Florida
at Large

Print name: Maribel G. Pila

JOINDER

THREE LAKES PROPERTY OWNERS ASSOCIATION, INC.

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

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 30 day of March, 1998.

WITNESSES:

[Signature]
Print Name: YAMILE JUNCO

[Signature]
Print Name: DORIS RODRIGUEZ

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

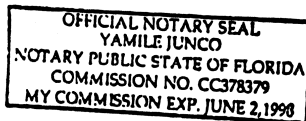
[Signature]
Name: TORAY EISENMAN
Title: President

{SEAL}

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

The foregoing instrument was acknowledged before me this 30 day of March, 1998 by Toray 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:



[Signature]
NOTARY PUBLIC, State of Florida
at Large

Print name: YAMILE JUNCO

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