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REC. 19165PC1340

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

THIS FIFTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND COVENANTS FOR THREE LAKES ("Fifth Amendment") is made and executed as of the 16th day of JUNE, 2000, by Westbrooke Companies, Inc., a Florida corporation ("Westbrooke") and joined in by Caribe Century Builders Joint Venture, a Florida joint venture ("Caribe"). Although not required by the declaration as hereinafter defined or otherwise, Three Lakes Property Owners Association, Inc., a Florida not-for-profit corporation (the "Association") and the Caribe purchasers as hereinafter defined have joined in this Fifth Amendment.

RECITALS

A. Lennar Homes, Inc. ("Lennar"), the predecessor in title to Lennar Land Partners, a Florida general partnership ("LLP") recorded that certain Amended and Restated Declaration of Restrictions and Covenants for Three Lakes in Official Records Book 17455 at Page 2016 ("Original Declaration"). The Original Declaration was amended by the following documents (collectively, the "Amendments"): First Amendment to Amended and Restated Declaration of Restrictions and Covenants for Three Lakes in Official Records Book 17712 and at Page 1585 ("First Amendment"); Amendment to Amended and Restated Declaration of Restrictions and Covenants for Three Lakes in Official Records Book 17944 at Page 1483 ("Second Amendment"); Third Amendment to Amended and Restated Declaration of Restrictions and Covenants for Three Lakes in Official Records Book 18042 at Page 4263 (the "Third Amendment"); Fourth Amendment to Amended and Restated Declaration of Restrictions and Covenants for Three Lakes and Agreement to Perform Obligations in Official Records Book 18340 at Page 4941 (the "Fourth Amendment"). All of the foregoing were recorded in the Public Records of Miami-Dade County, Florida. The Original Declaration together with the Amendments shall hereinafter be referred to as the "Declaration".

B. The Association has been established for the operation of the residential community known as Three Lakes in accordance with the Declaration.

C. Certain real property within Three Lakes was conveyed from LLP to Caribe, the legal description of which is attached to this Fifth Amendment as Exhibit "A" (the "Caribe Land") and LLP partially assigned some of its rights as Developer to Caribe (the "Caribe Assignment"). Caribe has subsequently conveyed lots within the Caribe Land to third party purchasers (the "Caribe Purchasers").

D. Certain real property within Three Lakes was conveyed from LLP to Westbrooke as more particularly described in the legal description set forth in Exhibit "A" to that certain Assignment of Developer's rights with Assumption Agreement entered into between LLP and Westbrooke recorded on March 12, 1999 in Official Records Book 18516 at Page 1534 of the Public Records of Miami-Dade County, Florida (the "Westbrooke Assignment").

E. Pursuant to the Westbrooke Assignment, all rights of LLP under the Declaration and the Caribe Assignment were assigned to Westbrooke except as specifically limited by the terms of the Westbrooke Assignment.

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F. Pursuant to Section 6.3 of Article 6 of the Declaration, prior to the Community Completion Date, any portions of Three Lakes (or any additions thereto) may be withdrawn by Developer from the provisions and applicability of the Declaration by the recording of an amendment to the Declaration in the Public Records without the consent or joinder of any other parties.

G. Pursuant to the Westbrooke Assignment, Westbrooke has all rights as Developer to withdraw any portion of Three Lakes from the Declaration.

H. Westbrooke desires now to amend the Declaration by withdrawing the Caribe Land from the provisions, applicability, covenants, conditions and restrictions of the Declaration as set forth herein; and

I. This Fifth Amendment is a covenant running with all of the land comprising Three Lakes, and each present and future Owner of interest therein and their heirs, successors and assigns are subject to the provisions of this Fifth Amendment.

NOW THEREFORE, Westbrooke hereby declares that the Declaration is hereby amended as hereinafter set forth.

1. Recitals. The foregoing Recitals are true, correct and complete and are incorporated into and form a part of this Fifth Amendment.
2. Conflicts. In the event that there is a conflict between this Fifth Amendment and the Declaration, this Fifth Amendment shall control. 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 unless the context otherwise provides.
4. Withdrawal of Portion of Three Lakes. The real property comprising the Caribe Land as described in Exhibit "A" is hereby withdrawn from Three Lakes and shall no longer be subject to the provisions, applicability, covenants, conditions and restrictions of the Declaration.
5. Operation of Caribe Land. The Caribe Land simultaneously became encumbered by the Declaration of Covenants and Restrictions for Venezia Lakes and shall be governed, operated and managed by Venezia Lakes Homeowners Association, Inc., a Florida corporation not-for-profit ("Venezia Lakes HOA") for the benefit of all Owners within the Caribe Land and their heirs, successors and assigns (the "Caribe Owners").
6. Boat Storage Facilities. Westbrooke intends to provide a boat storage facility on a portion of Three Lakes as more particularly described as Tract D-3 of Silver Lakes Section Three according to the Plat thereof as recorded in Plat Book 148 at Page 3 of the Public Records of Dade County, Florida (the "Boat Storage Facility"). The Association shall enter into a lease or other form of agreement (the "Boat Storage Facility Agreement") with Venezia Lakes HOA for the use of thirty five (35) boat storage spaces. The rental payment or use fee payable by Venezia Lakes HOA under the Boat Storage Facility Agreement shall be commensurate with the rental payments or fees charged per boat storage space by the Association to residents of Three Lakes. Venezia Lakes HOA shall determine the method of assignment of the thirty five (35) boat storage spaces to the Caribe Owners and shall provide the Association with the names of the Caribe Owners permitted to utilize each of the thirty five (35) boat storage spaces (the "Caribe Boat Storage Space Users"). The Caribe Boat Storage Space Users shall have pedestrian and vehicular access easement rights over the Common Areas of the Three Lakes Property for the sole purpose of ingress and egress to and from the Boat Storage Facility.

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7. Private Road Grade Crossing Agreement. The parties acknowledge that the Association entered into a Private Road Grade Crossing Agreement with CSX Transportation, Inc. dated September 12, 1996 (the "CSX Agreement"). Subject to the terms and conditions of the CSX Agreement, the Association has the right or license to construct, use and maintain two private roads across the tracks, easements, right-of-way and property of CSX (the "Crossing"). In consideration for the Association permitting the Caribe Owners as its invitees to use the Crossing for the purpose of vehicular or pedestrian access, Venezia Lakes POA agrees to reimburse the Association for its pro-rata share for all costs and expenses associated with the CSX Agreement, including, but not limited to, license fees, insurance, maintenance and repair costs (the "CSX Expenses"). Venezia Lakes HOA's share of the CSX Expenses shall be invoiced to the Venezia Lakes HOA monthly, based on the number of closed lots within the Caribe Land. Caribe shall notify the Association by the twenty fifth day of each month as to the number of closed lots within the Caribe Land. Venezia Lakes HOA's share of the CSX Expense shall be due within thirty (30) days of issuance of an invoice. If Venezia Lakes HOA should fail to pay its share of the CSX Expenses within thirty (30) days of written notice from the Association, the Association shall have the right to terminate all access rights provided hereunder.
8. Club Facilities Access Rights. The Caribe Owners shall have pedestrian and vehicular access easement rights over the Common Areas of the Three Lakes property for the sole purpose of ingress and egress to and from any club facilities the Caribe Owners are permitted to use (the "Permitted Club Facilities") located on the Recreational Parcel which comprises a portion of the Club Property, as such terms are defined and more particularly described in the Second Amended and Restated Club Three Lakes Covenants, recorded February 4, 1999, in Official Records Book 18466, at Page 261, of the Public Records of Miami-Dade County, Florida, as same may be amended from time to time (the "Club Covenants"). The Boathouse as such term is defined in the Club Covenants is not located on the Recreation Parcel and accordingly, is excluded from the rights granted to the Caribe Owners as set forth in this Fifth Amendment. Notwithstanding the foregoing, such access easement rights shall only be granted and applicable if there are no other reasonable means of ingress and egress to the Permitted Club Facilities.
9. Restrictions Governing Access Rights. In the event the Caribe Owners have easement rights over the Common Areas of the Three Lakes Property for ingress and egress to and from the Permitted Club Facilities, such rights shall be subject to the Declaration as same may be amended from time to time and all reasonable Rules and Regulations adopted by the Association's Board of Directors, as same may be amended from time to time, including but not limited to any rights of the Association to install gates, speed bumps, and establish procedures governing access procedures and methods. The provisions of this paragraph shall also apply to the access easement rights provided to the Caribe Boat Storage Space Users as specified in paragraph 6 of this Fifth Amendment.

IN WITNESS WHEREOF, the undersigned has caused this Fifth Amendment to be executed this 16th day of June, 2000.

WITNESSES:

Charles O. Robbins
Print Name: CHARLES O. ROBBINS

Monica A. Rey-Moran
Print Name: MONICA A. REY-MORAN

WESTBROOKE COMPANIES, INC.
a Florida corporation

By: [Signature]
Name: HAROLD L. EISENACHER
Title: EXECUTIVE VICE PRESIDENT

(CORPORATE SEAL)

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REC:

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 16 day of June 2000, by Harold Cresvador, as Exec. Vice President of Westbrooke Companies, Inc., a Florida corporation, who is personally known to me or who has produced _____ as identification.

My commission expires:
OFFICIAL NOTARY SEAL
ELIZABETH R BURDETTE
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC770446
MY COMMISSION EXP. AUG. 23, 2002

Elizabeth R. Burdette
NOTARY PUBLIC, State of Florida at Large

CARIBE CENTURY BUILDERS JOINT
VENTURE, a Florida joint venture

Print Name: Magdalena Betancourt
Magdalena Betancourt
Blanca R. Boetia
Print Name: Blanca R. Boetia

By: Caribe Builders Ltd., a Florida limited partnership, by its managing joint venturer

By: Caribe Builders Corp., a Florida corporation, its managing general partner

By: [Signature]
Name: Carlos E. Martinez
Title: President

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE) SS:

The foregoing instrument was acknowledged before me this 20 day of June 2000, by Carlos E. Martinez, as President of Caribe Builders Corp., a Florida corporation and managing general partner of Caribe Builders, Ltd., a Florida limited partnership and managing joint venturer of Caribe Century Builders Joint Venture, who is personally known to me or who has produced _____ as identification.

My commission expires:

Isabel M. Diaz
NOTARY PUBLIC, State of Florida at Large



Isabel M. Diaz
Commission # CC 928889
Expires April 17, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

PREPARED BY AND RETURN TO:
Charles Robbins, Esquire
Katz, Barron, Squitiero, Faust & Berman
2699 S. Bayshore Drive, 7th Floor
Miami, Florida 33133

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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 Fifth Amendment to Amended and Restated Restrictions and Covenants for Three Lakes ("Fifth Amendment"). The Association agrees that this joinder is for convenience only, and is not a condition to the effectiveness of such Fifth 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 16 day of June, 2000.

WITNESSES:

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

Charles D. Robbins
Print Name: CHARLES D. ROBBINS

By: [Signature]
Name: HAROLD L. EISENACHER
Title: President

[Signature]
Print Name: RONICA A. REY-MORAN

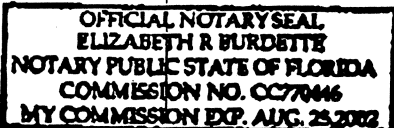
(CORPORATE SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 16 day of June, 2000, by Harold Eisenacher, as President of Three Lakes Property Owners Association, Inc., a Florida not for profit corporation, who is personally known to me or who has produced _____ as identification, on behalf of the corporation.

My commissions expires:

[Signature]
NOTARY PUBLIC, State of Florida at Large
Print Name: _____



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JOINDER AND CONSENT TO FIFTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR THREE LAKES TO WITHDRAW PROPERTY

CARIBE CENTURY BUILDERS JOINT VENTURE, a Florida joint venture, being the duly appointed attorney-in-fact for the following Caribe Purchasers, hereby acknowledges that the Caribe Purchasers are bound by and subject to the Fifth Amendment to Amended and Restated Restrictions and Covenants for Three Lakes ("Fifth Amendment"). The Caribe Purchasers, through their undersigned attorney-in-fact, agree that this joinder is for convenience only, and is not a condition to the effectiveness of such Fifth Amendment as the Caribe Purchasers have no right to approve any amendment to or modification of the Declaration.

Loop Side

OWNER'S NAME	ADDRESS	LOT AND BLOCK
Carol R. Roberto Iglesias	14020 SW 130 PL	5/4
Richard, Bruce & Linda	13089 S.W. 130 PH	8/4
Peggy Hill	13081 SW 140 ST. RD	9/4
Vicente Daitanario	14013 S.W. 130 CT	2/4
Michelle & Christopher Morgan	14028 S.W. 130 CT	3/4
Margareta Kopp	14010 S.W. 130 PL	6/4
James Gardner	14000 S.W. 130 PL	7/4
Carole Hostetler	13009 S.W. 140 ST. RD	18/4
José Fernandez	13073 S.W. 140 ST RD	10/4
Carlos Vigil	13057 S.W. 140 ST RD	12/4
Kevin & Elaine Baker	14026 S.W. 130 Que	6/5
Guillermo Landeta	12942 S.W. 140 ST. RD	12/5

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JOINDER AND CONSENT TO FIFTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR THREE LAKES TO WITHDRAW PROPERTY

CARIBE CENTURY BUILDERS JOINT VENTURE, a Florida joint venture, being the duly appointed attorney-in-fact for the following Caribe Purchasers, hereby acknowledges that the Caribe Purchasers are bound by and subject to the Fifth Amendment to Amended and Restated Restrictions and Covenants for Three Lakes ("Fifth Amendment"). The Caribe Purchasers, through their undersigned attorney-in-fact, agree that this joinder is for convenience only, and is not a condition to the effectiveness of such Fifth Amendment as the Caribe Purchasers have no right to approve any amendment to or modification of the Declaration.

OWNER'S NAME

ADDRESS

LOT AND BLOCK

John & CARLA Hoffman 14140 SW 132 Ave 12/1

ANTONIO R. E. Zeida A. ABREU 14224 SW 132 Ave 17/1

Andres & Isabel Castillo 14116 SW 132 Ave 9/1

Pauline Deer 14132 SW 132 Ave 11/1

Luis Bustamante 14200 SW 132 Ave 14/1

Jorge & Susana Perez 14204 SW 132 Ave 15/1

Tedek Management Corp. 14232 SW 132 Ave 12/1

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IN WITNESS WHEREOF, CARIBE CENTURY BUILDERS JOINT VENTURE, as attorney-in-fact, has caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed this 20 day of June, 2000.

CARIBE CENTURY BUILDERS
JOINT VENTURE, a Florida joint
venture

By: Caribe Builders, Ltd., a Florida limited
partnership, its managing joint venturer

By: Caribe Builders Corp., a Florida
Corporation, its managing general
partner

Margarita Betancourt
Witness
Margarita Betancourt
Name (please print)

By: [Signature]
Carlos E. Martinez, President

[Signature]
Witness
DANCA R. BOEHM
Name (please print)

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 20 day of June, 2000, by Carlos E. Martinez, as President of Caribe Builders Corp., a Florida corporation, the managing general partner of Caribe Builders, Ltd., a Florida limited partnership, the managing joint venturer of Caribe Century Builders Joint Venture, a Florida joint venture. He is personally known to me, or he has produced _____ as identification.

My Commission Expires:

[Signature]
NOTARY PUBLIC - State of Florida

Isabel M. Diaz
Commission # CC 928889
Expires April 17, 2004
Name of Notary (please print)
Atlantic Bonding Co., Inc.

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EXHIBIT "A"

TWIN LAKE SHORES CENTRAL
LEGAL DESCRIPTION

A portion of the North $\frac{1}{4}$ of Section 23, Township 55 South, Range 39 East, Miami-Dade County, Florida, AND a portion of Tracts A, B and C of TWIN LAKE SHORES NORTH, according to the plat thereof recorded in Plat Book _____, at Page _____, of the Public Records of Miami-Dade County, Florida, being particularly described as follows:

Commence at the Northeast corner of the said Section 23; thence $S02^{\circ}08'10''E$ along the East line of the said Section 23 for 1,465.37 feet to its intersection with a line that is 445 feet Northwesterly of, as measured at right angles to, the center line of the "CSX" Railway Company main line Right-of-Way, as said Right-of-Way is recorded in Deed Book 1948, at Page 352 of the Public Records of Miami-Dade County, Florida; thence $S38^{\circ}47'56''W$ along a line that is 445 feet Northwesterly of, and parallel with, the said center line of the "CSX" Railroad main line Right-of-Way for 505.88 feet; thence $S87^{\circ}55'38''W$ for 608.64 feet to the POINT OF BEGINNING of the parcel herein described; thence from the above established Point of Beginning run $S51^{\circ}24'32''W$ for 532.69 feet; thence $S69^{\circ}19'16''W$ for 123.24 feet; thence $S87^{\circ}53'45''W$ for 201.27 feet to a point of curvature of a circular curve to the right; thence to the right along said curve, having for its elements a radius of 71.00 feet and a central angle of $90^{\circ}00'00''$ for an arc distance of 111.53 feet to the point of tangency; thence $N02^{\circ}06'15''W$ for 71.59 feet to a point of curvature of a circular curve to the left; thence to the left along said curve, having for its elements a radius of 600.00 feet and a central angle of $18^{\circ}26'45''$ for an arc distance of 193.17 feet to a point; thence $S69^{\circ}27'00''W$ radial to the last and next described curves for 100.00 feet to a point on a circular curve, concentric to the last described curve; thence Northwesterly, along said curve to the left, having for its elements a radius of 500.00 feet and a central angle of $39^{\circ}17'19''$ for an arc distance of 342.86 feet to the point of tangency; thence $N39^{\circ}50'19''W$ for 42.99 feet; thence $S30^{\circ}09'41''W$ for 150.00 feet; thence $S59^{\circ}50'19''E$ for 42.99 feet to a point of curvature of a circular curve, concentric to the last described curve; thence Southeasterly, along said curve to the right, having for its elements a radius of 350.00 feet and a central angle of $57^{\circ}44'04''$ for an arc distance of 352.68 feet to the point of tangency; thence $S02^{\circ}06'15''E$ for 50.59 feet; thence $S87^{\circ}53'45''W$ for 380.27 feet; thence $S02^{\circ}06'15''E$ for 83.00 feet; thence $S87^{\circ}53'45''W$ for 242.96 feet; thence $S01^{\circ}37'24''E$ for 301.01 feet; thence $S87^{\circ}53'45''W$ for 42.00 feet; thence $S02^{\circ}06'15''E$ for 126.45 feet its intersection with the North Right-of-Way line of the "CSX" Railway Company Easement, as said Easement is described in Deed Book 4331, at Page 279, of the Public Records of Miami-Dade County, Florida; thence $S87^{\circ}53'45''W$ along the said North Right-of-Way line of the "CSX" Railway Company Easement for 834.34 feet thence $N02^{\circ}06'15''W$ for 1,566.69 feet; thence $N89^{\circ}54'03''E$ for 674.37 feet to a point on the boundary line of said TWIN LAKE SHORES NORTH; thence continue $N89^{\circ}54'03''E$ for 220.13 feet; thence $N60^{\circ}52'08''E$ for 265.33 feet to a point on the said boundary line of TWIN LAKE SHORES NORTH; thence $N87^{\circ}55'38''E$ for 1,439.63 feet; thence $S02^{\circ}04'22''E$ for 880.71 feet to the Point of Beginning.

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