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AMENDED AND RESTATED

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

MIAMI LAKES LOCH ISLE SECTION  
Plat Book 110, Page 19

THE SENGRA CORPORATION, a Florida corporation ("Developer") executed that certain Declaration of Covenants and Restrictions (the "Original Declaration"), dated September 25, 1978, recorded May 11, 1979, under Clerk's File No. 79R-135345, in Official Records Book 10392, Page 178, of the Public Records of Dade County, Florida. Developer is as of the date of this instrument the owner of the fee simple title to all of the lots and Tract A of MIAMI LAKES LOCH ISLE SECTION, Plat Book 110, Page 19. By reason of being such owner and pursuant to Article VII, Section 5, of the Original Declaration, Developer has the right to amend and change the Original Declaration. Developer now amends and changes the Original Declaration by deleting and cancelling it in its entirety and substitutes the following as an amended and restated declaration:

THIS DECLARATION is made this 26th day of June, 1979, by THE SENGRA CORPORATION, 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 Loch Isle Homeowners' Association, Inc., a Florida corporation not for profit, which is to be incorporated.

This Instrument Was Prepared By  
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(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-62, P-63, P-64, and P-65, that are subject to the utility and access easements (which are 22 feet wide) as shown on the plat of Miami Lakes Loch Isle 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) "Lake" shall mean and refer to the body of water designated on the plat of Miami Lakes Loch Isle Section as "Lake" or "Loch Isle," and which is to be known as Loch Isle, and includes all of such water area to the shoreline, whether or not the water area is over a portion of a Lot or tract.

## 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:

Lots 1 through 82, both inclusive, in Block 1, of MIAMI LAKES LOCH ISLE SECTION, according to the plat thereof, recorded in Plat Book 110, Page 19, of the Public Records of Dade County, Florida, 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 this 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 invitees 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 perimeter wall surrounding the subdivision and 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. Developer shall pay for said street light electricity until such date as the Developer shall specify, by not less than sixty (60) days' written notice to the Association, for the Association to take over such cost, and such notification shall be conclusive and binding. In the event that the street lighting is taken over by the Miami Lakes Parks and Street Lighting Tax District, then the Association shall be relieved of the responsibility for maintaining the street lights and their illumination.

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 Loch Isle and the Access Areas situated upon The Properties, including, but not limited to, the repair, replacement, and additions thereof, 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 Loch Isle. All maintenance of Loch Isle below the high water mark shall be the responsibility of the Association, which shall at all times maintain, keep up and operate Loch Isle so that it will remain free from all debris, contaminants, excessive weed growth, and noxious odors and shall maintain it 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 Loch Isle 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 Loch Isle. No Owner may waive or otherwise escape liability for such assessments by nonuse of Loch Isle or abandonment of his right to use Loch Isle. The Association shall have the power and authority from time to time to adopt and enforce rules and regulations governing the use of Loch Isle, 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 to 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 assessments (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 (i) in the case of assessments under Section 4 hereof, and (ii) assessments for maintenance of Loch Isle shall be only against Lots touching the high water mark of Loch Isle. 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 any assessment or part thereof is 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 period of the statute of limitations and shall not pass as a personal obligation 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 percent (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 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 Loch Isle, 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 VI

##### General 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 all persons entitled to enforce this Declaration 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 the 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 herein 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 Loch Isle Section, also executed by Developer.

EXECUTED as of the date first above written.

Signed in the presence of: THE SENGRA CORPORATION

Richard B. Mackay  
Sylvia B. Good

By Robert L. Rawls  
Robert L. Rawls, President

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

STATE OF FLORIDA )  
COUNTY OF DADE )

The foregoing instrument was acknowledged before me, this 29<sup>th</sup> day of June, 1979, by ROBERT L. RAWLS, President, and EDWIN E. FEATHERS, Assistant Secretary, of THE SENGRA CORPORATION, a Florida corporation, on behalf of the corporation.

Sylvia B. Good  
Notary Public, State of Florida, dt 2886  
My commission expires: December 13, 1980



RECORDED IN DETAIL RECORDS BOOK  
OF DADE COUNTY, FLORIDA.  
RECORD NUMBER  
RICHARD P. BRINEER  
DEANE CIRCUIT COURT