

1989 FEB -2 PM 1:18 89R039143
FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS
FOR REC: 1398272999
MIAMI LAKES LOCH ISLE SECTION

This Amendment to the Declaration of Restrictions for MIAMI LAKES LOCH ISLE SECTION is made this 1st day of February, 1989, by the MIAMI LAKES LOCH ISLE SECTION ARCHITECTURAL CONTROL COMMITTEE (hereinafter referred to as the "Committee") and joined in by THE GRAHAM COMPANIES f/k/a The Sengra Corporation, a Florida Corporation (hereinafter referred to as "Developer").

WHEREAS, Developer is the Developer and declarant under that certain Declaration of Restrictions dated June 26, 1979, recorded July 6, 1979, under Clerk's file number 79R 189289, in Official Records Book 10446, at Page 206, (hereinafter referred to as the "Declaration"), affecting land in Dade County, Florida, described as:

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, at Page 19, of the Public Records of Dade County, Florida; and

WHEREAS, the Committee is created pursuant to Part B, Section 14 of the Declaration, and Part D, Section 4 of the Declaration provides in part that the Committee may amend the Declaration; and

WHEREAS, the Committee now desires to amend the Declaration as provided below, and Developer consents to and joins in said amendment.

NOW, THEREFORE, in consideration of the Premises, and the powers granted to the Committee as aforesaid, in the Declaration, the Committee hereby makes the following amendment to the Declaration:

1. Part B Section 7 of the Declaration is hereby amended to read in its entirety as follows:

7. TEMPORARY STRUCTURES AND STORAGE SHEDS: No structure of a temporary character, or trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No storage shed of any kind or size shall be placed on any lot at any time, either temporarily or permanently, without written approval of the Committee, and any shed which is permitted hereunder must abut the house and be painted the color of the residence.

2. Part B, Section 16 of the Declaration is hereby amended to read in its entirety as follows:

16. EXTERIOR APPEARANCE AND LANDSCAPING: The paint, coating, stain, and other exterior finishing colors including all awnings (which are to remain canvas and the same color and style as originally installed or if currently existing in some other approved form shall be returned to the same color and style as originally installed if replaced at any time in the future) on all townhouses may be maintained as that originally installed, without prior approval of the Architectural Control Committee, but prior approval by the Architectural Control Committee in writing shall be necessary before any such exterior finishing color or awning is changed. The landscaping, including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevation, shall be maintained by the owner as originally installed by The Sengra Corporation, unless the prior approval in writing for any change is obtained from the Architectural Control Committee. Such approval shall not be unreasonably withheld with regard to minor changes to the landscaping.

3. Part B, Section 17 of the Declaration is hereby amended to read in its entirety as follows:

17. **COMMERCIAL TRUCKS, TRAILERS, CAMPER AND BOATS:** In order to maintain the high standards of the subdivision with respect to residential appearance, no trucks or commercial vehicles, vans, boats, campers, recreational vehicles, motor homes, house trailers, boat trailers and trailers of every other description, whether operable or inoperable, shall be permitted to be parked or to be stored at any place on any lot within the Miami Lakes Loch Isle Section. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pickup, delivery and other commercial services.
4. Part B, Section 18 of the Declaration is hereby amended to read in its entirety as follows:
18. **FENCES:** No fence, wall, or other enclosure shall be erected, placed, or altered within 25 feet of the front line of any lot, and in the case of a "corner lot", within the building setback area for the side yard adjoining the street of that corner lot, as required by the Dade County Building Code. For the purposes of these covenants, "corner lots" shall be deemed to front on the street where the lot has the shortest dimension. Furthermore, no fence, wall or other enclosure shall be erected toward the lake beyond the top of the lake slope as such slope is indicated on the plat. Fences shall at all times be a maximum height of six (6) feet above the natural grade provided by Developer. The frame work for any permitted fence, wall or enclosure shall face the interior of the Lot or the interior of a double faced fence having an identical design on both sides, so that the exterior of such improvement shall have a finished appearance.
5. The following shall be added to, and become Part B, Section 26 of the Declaration:
26. **ANTENNAS, SOLAR HOT WATER SYSTEMS AND SATELLITE DISHES:** Only television/F.M. stereo antennas of a standard size and height [not to exceed fifteen (15) feet above the ground] shall be allowed. The installation of any solar hot water systems must be first approved by Miami Lakes Architectural Control Committee and similarly, all plans for the installation of a satellite dish or other exterior antenna must be first approved by Miami Lakes Architectural Control Committee. Said plans must be drawn to scale and clearly show compliance with Architectural Control Committee guidelines, as from time to time adopted by said committee. No air conditioning equipment or equipment of any kind shall be installed on any roof without the prior approval of the Architectural Control Committee.
6. Part D, Section 2 of the Declaration is hereby amended to read in its entirety as follows:
2. **ENFORCEMENT:** Enforcement shall be by proceedings in court against any person or persons or other entity violating, attempting to violate, or threatening to violate any covenant or restriction contained herein. The party or parties bringing such action may seek any type of legal and/or equitable relief available. The covenants may be enforced by The Graham Companies, or its successors or assigns, or by any owner of a lot in Miami Lakes Loch Isle Section, or by the compulsory homeowners' association hereinafter referred to. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter; nor shall such failure indicate an intention of Graham or its successors or assigns to abandon such covenants or restrictions; nor shall such failure act to estop Graham, its successors or assigns, from enforcing any covenant or restriction contained herein. In the event legal action is taken to enforce these covenants, as herein provided, Graham, its successors or assigns, or any other party if such party shall prevail, shall be entitled to recover all costs and expenses reasonably incurred but not limited to attorneys' fees and legal assistants' fees actually

