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DECLARATION OF RESTRICTIONS

RUSTIC LAKES

THIS DECLARATION, made on the date hereinafter set forth, by RUSTIC VILLAGE, INC., a Florida corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner (except for dedications made in the Plat of said property) of the following described real property:

All of RUSTIC LAKES, Section 2, according to Plat thereof, as recorded in Plat Book 108 at Page 37 of the Public Records of Dade County, Florida,

hereinafter referred to as the "Subdivision".

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding upon all parties having any right, title or interest in the above-described premises or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

1. DEFINITIONS:

(a) "Association" shall mean and refer to RUSTIC VILLAGE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

(b) "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(c) "Subdivision" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

(d) "Common Area" shall mean all real property over which the Association shall have an easement or other right for maintenance of said property. It is distinctly understood that the said property over which the Association shall have an easement or other right for maintenance may be those certain lands which constitute the exterior of the protective wall which borders a portion of the Subdivision, the landscaped median located at the entrance to the Subdivision and such other real property as the Association may from time to time reasonably designate,

Prepared By: M. Ronald Krongold
201 Alhambra Circle
Coral Gables, Florida 33134

28.00

(e) "Lot" shall mean and refer to any platted lot as shown on the recorded plat of RUSTIC LAKES, Section 2, or any resubdivision thereof.

(f) "Declarant" shall mean and refer to RUSTIC VILLAGE, INC., a Florida corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

(g) "Developer" shall mean and refer to RUSTIC VILLAGE, INC., a Florida corporation, its successors and assigns, as such Developer shall specifically designate in writing for purposes of succeeding to the rights and obligations of the Developer hereunder.

2. MEMBERSHIP AND VOTING RIGHTS:

Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. The Association shall have two classes of voting membership:

Class "A": Class "A" members shall be all owners with the exception of Declarant and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Class "B": The Class "B" member (s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class "B" membership shall cease and be converted to Class "A" membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class "A" membership equal the total votes outstanding in the Class "B" membership, or

(b) December 31, 1981.

3. COVENANT FOR MAINTENANCE ASSESSMENTS:

(a) Creation of the Lien and Personal Obligations of Assessments:

The Declarant, for each lot owned within the Subdivision, hereby covenants, and each owner of any lot by acceptance of a Deed therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments and/or charges, and (2) special assessments. Such assessments shall be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, 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 interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

(b) Basis of Annual Assessments:

The annual assessments shall be levied by the Association in

accordance with the By-Laws thereof and shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Subdivision and for the improvement and maintenance of the Common Area.

(c) Special Assessments:

In addition to the annual assessments authorized above, 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 maintenance of the Common Areas. Such assessment may be authorized by a two-third $\frac{2}{3}$ vote of the Board of Directors of the Association without the assent of the members of the Association, providing all of such funds actually go toward the maintenance of the Common Areas.

(d) Uniform Rate of Assessment:

Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

(e) Date of Commencement of Annual Assessments And Due Dates:

The annual assessments provided herein shall commence at such time as the Declarant delivers a deed to a lot to an owner or it shall commence as to any given lot ninety (90) days following the issuance of a Certificate of Occupancy for a house constructed on said lot, whichever shall first occur. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

(f) Effect of Nonpayment of Assessments and Remedies of the Association:

Any assessment not paid within twenty (20) days after the due date shall bear interest from the due date at the current allowable interest rate. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

(g) Subordination of Lien to Mortgages and Taxes:

The lien of the assessments provided for herein shall be subordinate to tax liens and mortgage liens, provided said mortgage liens are first liens against the property encumbered thereby, subject only to tax liens, and secure indebtednesses which are amortized in monthly or quarter-annual payments over a period of not less than ten (10) years. Sale or transfer of any lots shall not affect the assessment lien.

4. LAND USE:

No lot shall be used for other than residential purposes or recreational uses in conjunction therewith. No building shall be erected, altered, placed

or permitted to remain on any lot, other than one detached single-family dwelling and a private garage.

5. EASEMENTS:

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage any structure installed in accordance with said easement, or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in these easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. All electric and telephone lines within the subdivision shall be installed and maintained underground, unless otherwise required by the Utility Companies.

6. NUISANCES:

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. TEMPORARY STRUCTURES:

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

8. SIGNS:

No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than one (1) square foot used to indicate the name of the resident, or one sign of not more than sixteen (16) square feet advertising the property for sale or for rent, or signs used by a builder to advertise the property during the construction and sales period, provided, however, that re-sale and/or broker's signs shall be limited to four (4) square feet.

9. OIL AND MINING OPERATIONS:

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tunnels mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

10. LIVESTOCK AND POULTRY:

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

11. WATER SUPPLY:

No individual water supply system shall be permitted on any lot, except for use in swimming pools, air conditioners and sprinkler systems, provided that a central water supply system is being operated in accordance with the requirements of the Florida State Board of Health or any other governmental body having jurisdiction over said central system.

12. COMMERCIAL TRUCKS, TRAILERS AND BOATS:

In order to maintain the high standards of the Subdivision with respect to residential appearance, all trucks and commercial vehicles, boats, house trailers, motor homes, boat trailers and trailers of every other description shall be required to be parked in a garage and shall not be permitted to be parked or to be stored at any other place on any lot in this Subdivision, PROVIDED, HOWEVER, that a single trailer to be used as a construction and/or sales office will be permitted on each lot during periods of approved construction on said lot, which periods shall be for a maximum of eight (8) months or until the residence on said lot is completed, whichever occurs first; except that, as long as Developer own any lots within the Subdivision, they shall be entitled to maintain an appropriate sales office in the Subdivision, which may be a trailer or other temporary structure. The prohibition against parking as provided in this paragraph shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other commercial purposes.

13. GARBAGE AND TRASH DISPOSAL:

No garbage, refuse or rubbish shall be deposited or kept on any lot except in a suitable container. Garden trash and rubbish that Metropolitan Dade County requires to be placed at the front of a lot in order to be collected by the Dade County Waste Division may be placed and kept at the front of the lot and need not be in any container, for periods not exceeding seventy-two (72) hours. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

14. CLOTHES LINES:

No clothes lines or drying yards shall be so located as to be visible from that portion of the front lot line of any lot between the two side lines of the dwelling thereon as extended to the front lot line.

15. ROOFS:

Roofs shall be of cement tile, glazed tile, clay tile, slate or shingle shakes, except that flat roofs may be built in such a manner and in such locations as may first be approved by the Architectural Control Committee.

16. PROTECTIVE WALL:

As to all lots bordering the protective wall surrounding the subdivision, each individual lot owner shall be responsible for repair and upkeep of such interior portion of the wall which borders said owner's lot.

17. MAINTENANCE:

The structures and grounds on each building lot shall be maintained in a neat and attractive manner. Upon any owner's failure to so maintain his property, the Association may, at its option, after giving the said owner ten (10) days' written notice sent to his last known address, have the grass, weeds and vegetation cut when and as often as the same is necessary in the Association's judgment and have dead trees, shrubs and plants removed from any lot. Upon the owner's failure to maintain the exterior of any structure in good repair and appearance, the Association may, at its option, after giving the owner thirty (30) days' written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The owner of each lot shall reimburse the Association for

the cost of any work as above required, and to secure such reimbursement, the Association shall have lien rights upon such building lot enforceable as herein provided. Upon performing the work herein provided, the Association shall be entitled to file in the Public Records of Dade County, Florida, a notice of its claim of lien by virtue of this contract with the owner. Said notice shall state the cost of said work and shall contain a description of the property against which the enforcement of the lien is sought. The lien herein provided for shall date from the time that the work is completed, but shall not be binding against creditors or subsequent purchasers for a valuable consideration and without notice until said notice is recorded. The lien herein provided for shall be due and payable forthwith upon the completion of the work and, if not paid, said lien may be enforced by foreclosure in equity in the same manner as mortgages. The liens for unpaid assessments hereinbefore provided for shall be subordinate and inferior to any lien for taxes and to any mortgage lien so long as said mortgage is a first mortgage against the property encumbered thereby and secures indebtednesses to be amortized in monthly or quarter-annual payments over a period of not less than ten (10) years. Where the mortgagee of a first mortgage of record or other purchaser of a lot obtains title to the lot and improvements located thereon as a result of foreclosure of the first mortgage or where a mortgagee of a first mortgage obtains title to the lot and improvements thereon as a result of a conveyance in lieu of foreclosure of the first mortgage, such acquirer of title, its successors and assigns, shall not be liable for the assessment pertaining to said property which became due prior to the acquisition of title in the manner above provided.

18. ARCHITECTURAL CONTROL:

No building, wall, fence or other structure or improvement of any nature shall be erected, placed or altered on any lot until the construction plans and a plan showing the location of the structure have been approved in writing by the Architectural Control Committee. Each building, well or other structure or improvement of any nature shall be erected, placed or altered upon the premises only in accordance with the plans and plot plan

so approved. Refusal of approval of plans, plot plan, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled descretion of the said Architectural Control Committee shall seem sufficient. Any change in the exterior appearance of any building, wall, fence or other structure or improvement shall be deemed an alteration requiring approval. The Architectural Control Committee shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. The Architectural Control Committee is composed of Steven Shere and M. Ronald Krongold all of whose address is in care of RUSTIC VILLAGE, INC. c/o Krongold & Bass, P.A., 201 Alhambra Circle, Coral Gables, Florida 33134. Any member of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee the remaining members shall have full authority to designate a successor. Each request for approval shall be accompanied by a Ten (\$10.00) Dollar fee made payable to the Association. Any approval by the Committee shall not signify that the Committee has determined that the approval meets Dade County Building Codes or Zoning Regulations. Members and/or representatives of any member shall not be personally liable for any act or vote of the Committee, and further, shall be fully indemnified by the Association in the event any action or suit is filed against the Committee, and/or any member or representative of any member.

19. TERM:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of a majority of the lots (excluding the publicly dedicated tracts) in the said property has been recorded, agreeing to change said covenants in whole or in part.

20. ENFORCEMENT:

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

21. SEVERABILITY:

Invalidation of any one of these covenants by judgment or court order

AMENDMENT TO THE DECLARATION OF RESTRICTIONS OF
RUSTIC VILLAGE HOMEOWNER'S ASSOCIATION, INC.

This is an amendment to a certain declaration of restrictions, and is made on the date hereinafter setforth, by Rustic Village Homeowner's Association, Inc., a Florida Corporation, hereinafter referred to as Declarant.

WITNESSETH

WHEREAS, the Declarant prepared a Declaration of Restrictions - Rustic Lakes dated February 7, 1978 and filed March 8, 1978 in Official Records Book 9966 at Page 1144 through 1152, under Clerk's file number 78R-62444, Public Records of Dade County, Florida and

WHEREAS, the Declaration of Restrictions now encompasses the real property described as follows:

**All of Rustic Lakes, Section 3,
according to the Plat thereof,
Recorded in Plat Book 109, Page 46,
Public Records of Dade County,
Florida and**

WHEREAS, Declarant wishes to amend the above described Declaration of Restrictions.

NOW THEREFORE, the Declarant hereby declares:

I. Paragraph three, sub-section C entitled Special Assessments shall be amended as follows:

No special assessment which will exceed \$100.00 shall be made without submitting the proposed special assessment to a vote of the members of the Association. A majority vote of the members of the Association present at said meeting shall be required in order to ratify any special assessment exceeding \$100.00. Paragraph three, sub-section C is further amended so

that a full accounting must be provided in order to substantiate the need for any special assessment.

II. Paragraph sixteen entitled Protective Wall shall be amended as follows:

As to all lots bordering the protective walls surrounding the subdivision, each individual lot owner shall be responsible for the repair, and upkeep of that portion of the wall which borders said owner's lot. If the wall is determined to need repair and the homeowner is put on notice to repair the wall, the homeowner shall have thirty (30) days in which to initiate repair. If the homeowner has not initiated repairs within the time provided, the Association may at its discretion make repairs to the wall and bill the homeowner for said repairs. If the homeowner has not paid for the repairs within thirty (30) days from the date of billing, the Association shall have the right to file a lien against the property of said homeowner and take any steps necessary in order to recover the amount spent for repairs.

III. Paragraph seventeen entitled Maintenance shall be amended to read as follows:

The structures and grounds on each building lot shall be maintained in a neat and attractive manner. Upon any owners failure to maintain his property the Association may, at its option, after giving the said owner ten (10) days written notice sent to his last known address, have the grass, weeds and vegetation cut when and as often as the same is necessary in the Association's judgment and have dead trees, shrubs and plants

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removed from any lot. Upon the owners failure to maintain the exterior of any structure or the fence which borders said owner's lot, in good repair and appearance, the Association may, at its option, after giving the owner thirty (30) days written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workman like manner. The owner of each lot shall reimburse the Association for the costs of any work as above required, and to secure such reimbursement, the Association shall have lien rights upon such building lot enforceable as herein provided. Upon performing the work herein provided, the Association shall be entitled to file in the Public Records of Dade County, Florida, a notice of its claim of lien by virtue of this contract with the owner. Said notice shall state the costs of said work and shall contain a description of the property against which the enforcement of the lien is sought. The lien herein provided for shall state the time the work is completed, but shall not be binding against creditors or subsequent purchasers for a valuable consideration and without notice until said notice is recorded. The lien herein provided for shall be due and payable forthwith upon the completion of the work, and, if not paid, said lien may be enforced by foreclosure in the same manner as mortgages. The liens for unpaid assessments hereinbefore provided for shall be subordinate and inferior for any lien for taxes unto any mortgage lien so long as said mortgage is a first mortgage against the property encumbered thereby and secures indebtedness to be amortised in monthly or quarter annual payments over a period not less than ten (10)

years. Where the mortgagee of a first mortgage of record or other purchaser of a lot obtains title to the lot and improvements located thereon as a result of foreclosure of the first mortgage or where a mortgagee of the first mortgage obtains title to the lot and improvements thereon as a result of a conveyance in lieu of foreclosure of the first mortgage, such acquirer of title, its successors and assigns, shall not be liable for the assessment pertaining to said property which became due prior to the acquisition of title in the manner above provided.

IV. Paragraph eighteen shall be amended so that the words sole and uncontrolled discretion of the said architectural control committee shall be deleted. Paragraph eighteen shall be amended so that the refusal of approval of plans, must be made on a reasonable basis and that the reason for refusal must be provided to the homeowner in writing.

IN WITNESS WHEREOF, Rustic Village Homeowner's Association, Inc., has caused this instrument to be executed on this 05 day of February, 1993.

Rustic Village Homeowner's Association, Inc.

BY: Armando Sanchez Agramonte
Armando Sanchez Agramonte,
President

ATTEST: Madelin Rodriguez - Korte
Secretary

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 05 day of February, 1993 by Armando Sanchez and

Marlene Rodriguez who are personally known to me or who have produced _____, as identification and who did (did not) take an oath.

Marilyn Rios

Notary Public, State of Florida

Printed, typed or stamped name:

Marilyn Rios

(Serial Number, if any)

My Commission Expires:

Notary Public
Marilyn Rios
STATE OF FLORIDA
My Comm Exp 10/7/95
BONDED

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

AMENDMENT TO
DECLARATION OF RESTRICTIONS

RUSTIC LAKES

THIS DECLARATION, made on the date hereinafter set forth, by RUSTIC VILLAGE, INC., a Florida corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner (except for dedications made in the Plat of said property) of the following described real property:

All of RUSTIC LAKES, Section 2, according to Plat thereof, as recorded in Plat Book 108 at Page 37 of the Public Records of Dade County, Florida,

hereinafter referred to as the "Subdivision".

WHEREAS, Declarant prepared a "Declaration of Restrictions - Rustic Lakes" dated February 7, 1978 and filed March 8, 1978 in Official Records Book 9966 at Page 1144 through Page 1152, under Clerk's File No. 78R-62444, of the Public Records of Dade County, Florida, hereinafter referred to as "February 7, 1978 Declaration of Restrictions", and

WHEREAS, Declarant wishes to amend the above described "Declaration of Restrictions", and

WHEREAS, the Architectural Control Committee also joins in this Amendment,

NOW, THEREFORE, Declarant and Architectural Control Committee hereby declare:

1. The heading "DECLARATION OF RESTRICTIONS
RUSTIC LAKES"

is hereby changed to read: "DECLARATION OF RESTRICTIONS
OF
RUSTIC LAKES, SECTION 2".

2. Paragraph 1. (a), Page 1 of the February 7, 1978 Declaration of Restrictions is stricken and the following shall take its place:

(a) "Association" shall mean and refer to RUSTIC VILLAGE HOMEOWNERS ASSOCIATION, SECTION 2, INC., its successors and assigns. This Homeowners Association is separate and apart from "RUSTIC VILLAGE HOMEOWNERS ASSOCIATION, INC."

Prepared By: Ronald Krongold
201 Alhambra Circle
9th Floor
Coral Gables, Florida

3. Declarant hereby declares that the property described as follows:

All of RUSTIC LAKES, Section 3, according to the Plat thereof, recorded in Plat Book 109, at Page 46 of the Public Records of Dade County, Florida,

shall be held, sold and conveyed subject to the Declaration of Restrictions dated February 7, 1978 and filed March 8, 1978 in Official Records Book 9966 at Pages 1144 through 1152, under Clerk's File No. 78R-6244 of the Public Records of Dade County, Florida, as amended by this "Amendment to Declaration of Restrictions Rustic Lakes".

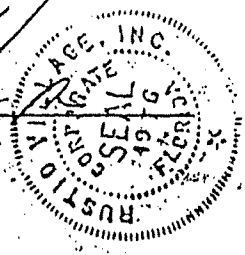
4. The purpose of encumbering the above described property with the Declaration of Restrictions as amended is to protect the value and desirability of said property. The Declaration of Restrictions as amended shall run with the land and shall be binding upon all parties having any right, title or interest in the above described premises or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

5. All time periods appearing in the "Declaration of Restrictions Rustic Lakes" recorded in Official Records Book 9966, Page 1144 of the Public Records of Dade County, Florida and as amended by this Amendment shall apply to all of Rustic Lakes, Section 3, according to the Plat thereof, as recorded in Plat Book 109 at Page 46 of the Public Records of Dade County, Florida.

IN WITNESS WHEREOF, RUSTIC VILLAGE, INC., a Florida corporation, has caused this instrument to be executed on this 17th day of July, 1978.

RUSTIC VILLAGE, INC.

By: 



Attest: 

STATE OF FLORIDA }
COUNTY OF DADE } SS:

BEFORE ME, the undersigned authority, personally appeared STEVEN SHERE and M. RONALD KRONGOLD, respectively as President and Secretary of RUSTIC VILLAGE, INC., a Florida corporation, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein expressed and that they affixed thereto the official seal of said corporation and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at the City of Miami, Dade County, Florida, this 17th day of July, 1978.

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AMENDMENT TO DECLARATION OF RESTRICTIONS

This is an amendment to a certain Declaration of Restrictions, and is made on the date hereinafter set forth, by RUSTIC VILLAGE, INC., a Florida Corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant prepared a "Declaration of Restrictions-Rustic Lakes" dated February 7, 1978 and filed March 8, 1978 in Official Records Book 9966 at Page 1144 through 1152, under Clerk's File Number 78R-62444, Public Records of Dade County, Florida, and

WHEREAS, Said Declaration was amended by that certain instrument recorded August 2, 1978, under Clerk's File Number 78R-201283, in Official Records Book 10113, Page 823, Public Records of Dade County, Florida, so that the said Declaration is now entitled "Declaration of Restrictions of Rustic Lakes, Section 2" and now encompasses the real property described as follows:

All of RUSTIC LAKES, Section 3, according to the Plat thereof, recorded in Plat Book 109, Page 46, Public Records of Dade County, Florida, and

WHEREAS, Declarant wishes to amend the above-described "Declaration of Restrictions" so as to encompass additional property held by Declarant and described in Exhibit A attached hereto, and

WHEREAS, the Architectural Control Committee also joins in this amendment,

NOW, THEREFORE, Declarant and the Architectural Control Committee hereby declare:

1. The above-described "Declaration of Restrictions" is hereby amended so as to encompass and encumber all that certain additional real property owned by Declarant and described in Exhibit A attached hereto.

2. By this instrument Declarant hereby declares that the property described in the preceding paragraph shall be held, sold and conveyed subject to the Declaration of Restrictions dated February 7, 1978 and filed March 8, 1978 in Official Records Book 9966, at pages 1144 through 1152, under Clerk's File Number 78R-62444, Public Records of Dade County, Florida as amended.

3. The Declaration of Restrictions as amended shall run with the land and shall be binding upon all parties having any right, title or interest in the above-described premises or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

4. The purpose of encumbering the above-described property with the Declaration of Restrictions as amended is to protect the value and desirability of said property.

13.00

Prepared by and Return to:
Dale C. Glassford, P.A.
12908 SW 133 Court
Miami, FL 33186

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF
RUSTIC LAKES SECTION 2**

As evidenced by the signatures of at least 2/3's of the owners of Rustic Village Homeowners Association Section 2, Inc., the Declaration of Restrictions Rustic Lakes Section 2 recorded in the Public Records of Miami-Dade County, Florida at Official Records Book 9966, Page 1144, amended at Book 10113, Page 823 is hereby amended pursuant to Florida Statute 720.306 (1) (b), in the following respects. The following is a the Amended Section 4. 15:

(additions indicated by the underlining, deletions by "-----")

(Note" this section captions "4.Land Use and Roofs were underlined in the original documents and are not an addition)

4. LAND USE

15. ROOFS:

Roofs shall be of cement tile, glazed tile, clay tile, slate or shingle shakes, metal, or any other material as may be approved by the Architectural Control Committee from time to time, except that flat roofs may be built in such a manner and in such locations as may first be approved by the Architectural Control Committee.

IN WITNESS WHEREOF, I, by executing this document hereby signify approval of amendment to the Declaration of Rustic Lakes Section 2 by the owners of Rustic Lakes Homeowners Association Section 2, Inc.

I, BART CHRISTIE, as President of Rustic Lakes Homeowners Association Section 2, Inc. hereby certify by executing the foregoing amendment that at least two thirds (2/3) of the owners of Rustic Lakes Homeowners Association Section 2, Inc. have executed their approval by signed agreement to the foregoing amendment.

Martha Alam
Witness:

RUSTIC LAKES HOMEOWNERS
ASSOCIATION SECTION 2, INC.

[Signature]
Witness:

Dale C. Glassford
By: BART CHRISTIE
As President

Witness:

[Handwritten signature]

Witness:

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

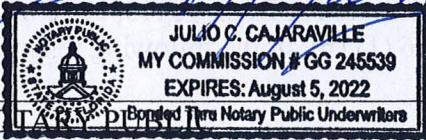
On this 13 day of December, 2018, personally appeared, BART CHRISTIE, President of Rustic Lakes Homeowners Association Section 2, Inc. who executed the approval of the foregoing Amendment to the Declaration of Rustic Lakes Section 2 of his free act and deed and is :

personally known to me, or
 who provided _____

as identification

[Handwritten signature: Julio C. Cajaville]

My Commission expires:



[Faint, mirrored text from the reverse side of the page, including 'RUSTIC LAKES HOMEOWNERS ASSOCIATION SECTION 2, INC.' and 'BART CHRISTIE, President']

RUSTIC LAKES HOMEOWNERS
ASSOCIATION SECTION 2, INC.

BY: BART CHRISTIE
As President

[Handwritten signature]
Witness:

[Handwritten signature]
Witness: