

This instrument prepared by and return to:
Alessandra Stivelman, Esq.
Eisinger, Brown, Lewis, Frankel & Chalet, P.A.
4000 Hollywood Blvd, Suite 265-S
Hollywood, FL 33021
Telephone: (954) 894-8000
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REVIVED DECLARATION

WHEREAS, the Declaration of Restrictions for Miami Lakes Loch Ness Section dated July 24, 1972, as recorded in the Official Records Book 7817, at Page 583 of the Public Records of Miami-Dade County, Florida, on July 25, 1972, as amended from time to time, (the “Declaration”), encumbers all of MIAMI LAKES LOCH NESS SECTION, according to the Plat thereof, recorded in Plat Book 93, at Page 45, of the Public Records of Miami-Dade County, Florida (the “Subdivision”); and

WHEREAS, as a result of the Marketable Record Title Act, Chapter 712, Florida Statutes, the Declaration has ceased to govern one or more parcels in the Subdivision; and

WHEREAS, pursuant to Part III of Chapter 720 of the Florida Statutes, an Organizing Committee of the Loch Ness Homeowners Association, Inc. (the “Association”), consisting of:

Diana Gaitan Rubio
7543 Loch Ness Drive
Miami Lakes, FL 33014

Susan Moore
7360 Loch Ness Drive
Miami Lakes, FL 33014

Janet Lopez
7363 Loch Ness Drive
Miami Lakes, FL 33014

does hereby submit the governing documents for revival pursuant to Florida Statute §720.403 *et seq.*; and

WHEREAS, the Organizing Committee has caused each affected parcel owner in the Subdivision to receive a copy of this Revived Declaration, which consists of the Declaration, and all amendments thereto, as well as a Declaration of Restrictions pertaining to Tract A, attached hereto and incorporation herein as **Exhibit “A”**; the Association’s existing Articles of Incorporation of Loch Ness Homeowners Association, Inc., attached hereto and incorporated herein as **Exhibit “B”**; the Association’s existing By-Laws of Loch Ness Homeowners Association, Inc., and all amendments thereto, attached hereto and incorporated herein as **Exhibit “C”**; a graphic depiction of the property to be governed by this Revived Declaration, a copy of which is attached hereto as **Exhibit “D”**; the legal description of all parcels that are to be subject to this Revived Declaration and the Exhibits above, together with, for each parcel, the name of the parcel owner or the person in whose name the parcel is assessed on the last completed tax assessment roll of the county at the time when the Revived Declaration was submitted for approval by the parcel owners, which is attached as **Exhibit “E”**; and

WHEREAS, after the receipt of the above documents, a majority of the affected parcel owners have agreed and consented in writing to the approval of the Revived Declaration, as well

as to the Association’s existing Articles of Incorporation and By-Laws (the “other governing documents”); and

WHEREAS, the Revived Declaration and the other governing documents have been submitted to and approved by the Florida Department of Community Affairs in accordance with Section 720.406 of the Florida Statutes as evidenced by **Exhibit “F”**; and

WHEREAS, the President and Secretary of the Association have executed below this Revived Declaration containing the other governing documents as approved by the Florida Department of Community Affairs in the name of the Association, pursuant to Section 720.407 of the Florida Statutes; and

WHEREAS, this Revived Declaration for the Subdivision complies with the requirements of the law; and

NOW THEREFORE, the Association, organized and existing under the laws of the State of Florida, does hereby for itself and its successors and assigns restrict the use, as hereinafter provided, of all of the lots in the Subdivision shown and described in Exhibits “D” and “E” attached hereto; and the Association does hereby place upon said land the following Revived Declaration and hereby declares to and agrees with each and every person who shall be or who shall become an owner of any of said lots that said lots shall be and are hereby bound by the covenants set forth in these presents and that the property described in these restrictions shall be held and enjoyed subject to and with the benefit and advantage of the following attached documents.

IN WITNESS WHEREOF, the President and Secretary of the Association, respectively, on behalf of the Membership, has caused their hands and seals to be attached to this Revived Declaration, on this _____ day of _____, 2016.

LOCH NESS HOMEOWNERS ASSOCIATION,
INC., a Florida not-for-profit corporation

By: _____, its President

By: _____, its Secretary

STATE OF FLORIDA)

:SS

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by _____ and _____, as President and Secretary, respectively, of LOCH NESS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, who are personally known to me or who have produced _____ as identification, and who have executed same on behalf of said corporation.

NOTARY PUBLIC - State of Florida

My Commission Expires

JUL 25 PM 2:28

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DECLARATION OF RESTRICTIONS

MIAMI LAKES LOCH NESS SECTION
PLAT BOOK 93, PAGE 45

1972

7/24/1972

Dr
Pwr
+

TO THE PUBLIC:

Part A - Preamble

SENGRA DEVELOPMENT CORP., a Florida corporation, being the owner of the land situate, being and lying in Dade County, Florida, and described as follows:

All of MIAMI LAKES LOCH NESS SECTION, according to the Plat thereof, recorded in Plat Book 93, Page 45, of the Public Records of Dade County, Florida, LESS and EXCEPT Tract A thereof,

does hereby by these presents make, declare and impose upon the said described land the following agreements, conditions, restrictions, limitations and easements which shall be and constitute covenants running with the land, and shall be binding upon the undersigned, its successors and assigns, as well as upon people claiming under it, and each and all subsequent purchasers, their heirs, personal representatives, successors and assigns, of said property or any part, parcel or portion thereof, subject to the provisions of Part C below, to-wit:

Part B - Residential Area Covenants

1. USE RESTRICTION: Each and all lots in the subdivision, and all lots enlarged or recreated by the shifting of the location of side property lines, are restricted to the use of a single family, their household servants and guests, exclusively for residential purposes. Only one residence may be built on one lot. Buildings accessory to the use of one-family living may be erected provided they do not furnish accommodations for an additional family. A construction shed may be placed on a lot and remain there temporarily during the course of active construction of a residence, otherwise no portable or temporary buildings or trailers or tents or shacks or barns may be placed on a lot. Temporary uses for model homes, parking lots, and/or sales offices

Prepared By:
ALBERT D. QUENTEL
OF THE LAW FIRM OF
GREENBERG, TRAUER, HOFFMAN,
LIPOFF & QUENTEL, P. A.
1405 Northeast Airlines Building
Miami, Florida 33131

24 DC

LAW OFFICES OF GREENBERG, TRAUER, HOFFMAN, LIPOFF & QUENTEL, P. A., NORTHEAST AIRLINES BUILDING, MIAMI, FLORIDA 33131

EXHIBIT "A"

shall be permitted until January 1, 1975, or until permanent cessation of such uses takes place, whichever is earlier. (584)

2. DWELLING SIZE: The floor area of a residence shall not be less than 2,000 square feet. In computing square footage, the formula shall be as follows:

Basic living area:	full value
Garages and roofed patios:	50%

The Architectural Control Committee shall have the power to formulate additional values.

3. BUILDING LOCATION: No building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 7 1/2 feet to an interior side lot line. No dwelling shall be located on any lot nearer than 25 feet to the rear lot line. It is the intention of the paragraph to maintain standards equivalent to those imposed by the Zoning Code of Metropolitan Dade County. Therefore, where a variance as to building location has been granted by the authority to do so under said Zoning Code, said variance is hereby adopted as an amendment to this paragraph and any future variance as to building location shall constitute an amendment of this paragraph. For the purpose of these covenants, corner lots shall be deemed to front on the street where lot has the shortest dimension, or as otherwise designated by the Architectural Control Committee.

4. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7,500 square feet; provided, however, that a dwelling may be constructed on any lot as shown on the plat described above. It is the intention of this paragraph to maintain standards equivalent to those imposed by the Zoning Code of Metropolitan Dade County. Therefore, where a variance as to lot area and width has been granted by the authority designated to do so under the Zoning Code, said

variance is hereby adopted as an amendment to this paragraph and any future variance as to lot area and width shall constitute an amendment to this paragraph.

5. SIGHT DISTANCE AT INTERSECTIONS: No structure, hedge, shrub or planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines extended and a line connecting them at points 25 feet from the intersection of the extended street lines. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

6. FENCES: No fence, wall, or other enclosure shall be erected, placed, or altered within 25 feet of the front line, and in the case of a corner lot, within the building setback area for the side yard adjoining the street, on any lot. For the purposes of these covenants, corner lots shall be deemed to front on the street where the lot has the shortest dimension.

7. 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.

8. TILE ROOFS: All buildings shall have cement tile roofs, except that flat roofs may be built with other materials approved by the Architectural Control Committee.

9. EASEMENTS: Easements for installation and maintenance of utilities and for installation and maintenance of 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 prevent the installation and maintenance of utilities in the utility easements, or which may change the direction of flow of drainage channels in the drainage easements, or which may obstruct or retard the flow of water through drainage channels in the drainage easements; provided, however, fences that otherwise comply with these restrictions and having Architectural Control approval may be constructed within such easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for installations for which a public authority or utility company is responsible. Miami Lakes Utilities, Inc., Florida Power & Light Company, Southern Bell Telephone and Telegraph Company, City Gas Company of Florida, and Sengra Development Corp., and their successors and assigns, shall have a perpetual easement for the installation and maintenance, all underground, of water lines, sanitary sewers, storm drains, gas lines for distribution within the subdivision, electric and telephone lines, cables and conduits under and through the utility easements as shown on the plat. Any damage caused to pavement, driveways, drainage structures, sidewalks or other structures in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage. All utilities within the subdivision, whether in street rights of ways or utility easements, shall be installed and maintained underground.

10. 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.

11. 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.

12. 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 five (5) square feet advertising the property for sale or for rent, or signs used by Sengra Development Corp. to advertise the property during the construction and sales period.

13. 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 the subdivision, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the subdivision. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

14. 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 or in excessive numbers.

15. SEWAGE DISPOSAL: No individual sewage disposal system shall be permitted on any lot; provided that a central sewage disposal system is being operated in accordance with the requirements of the Florida Division of Health or any other governmental regulatory body having jurisdiction over said central system.

16. WATER SUPPLY: No individual water supply system shall be permitted on any lot, except for use in air conditioners and sprinkler system; provided that a central water supply system is being operated in accordance with the requirements of the governmental body having jurisdiction over said central system.

17. ARCHITECTURAL CONTROL: No building, wall or other structure or improvement of any nature shall be erected, placed or altered on any lot until the construction plans and specifications

and a plan showing the location of the structure have been approved in writing by the Architectural Control Committee. Each building, wall or other structure or improvement of any nature shall be erected, placed, or altered upon the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plan, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said Architectural Control Committee seem sufficient. Any change in the exterior appearance of any building, wall, other structure or improvement, and any change in the finished ground elevation, 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 D. Robert Graham, William R. Bird and Hawley T. Hudson, all of whose address is in care of Sengra Development Corp., 14420 N. W. 60th Avenue, Miami Lakes, Florida. A majority of the committee may take any action the committee is empowered to take, and may designate a representative to act for the committee. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

CHANGED IN 1983. NO BOATS, LEFT SUITS, etc ALLOWED, NOT EVEN IN YOUR GARAGE!

18. COMMERCIAL TRUCKS, TRAILERS AND BOATS: In order to maintain the high standards of the subdivision with respect to residential appearance, no trucks or commercial vehicles, boats, house trailers, boat trailers, and trailers of every other description, shall be permitted to be parked or to be stored at any place on any lot in this subdivision, except in

CHANGED IN 1983
-6- NO BOATS ALLOWED

a garage or carport, or except during periods of approved construction on said lot. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services.

19. GARBAGE AND TRASH DISPOSAL: No garbage, refuse or rubbish shall be deposited or kept on any lot except in a suitable container. Such container shall be placed in an under round receptacle or shall be shielded by a garbage bin so that the container is not visible from any point on the front lot line of said lot; provided, however, that the requirements from time to time of Metropolitan Dade County for disposal or collection by the Dade County Waste Division shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

20. CARE AND APPEARANCE OF PREMISES: The structures and grounds on each building lot shall be maintained in a neat and attractive manner. Upon the owner's failure so to do, Seigra Development Corp., hereinafter called the Grantor, may, at its option, after giving the 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 its judgment, and have dead trees, shrubs, and plants removed from any lot, and re-sod any lot. Upon the owner's failure to maintain the exterior of any structure in good repair and appearance, the Grantor 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 such lot shall reimburse the Grantor for the cost of any work as above required, and to secure such reimbursement, the Grantor shall have lien upon such building lot enforceable as herein provided. Upon performing the work herein provided, the Grantor 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 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 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 amount due and secured by said lien shall bear interest at ten percent (10%) per annum from the date of recording said notice of lien, and in any action to enforce payment Grantor shall be entitled to recover costs and attorneys' fees. The liens herein provided shall be subordinate to the lien of any mortgage encumbering any lot to any institutional lender; provided, however, that any such mortgagee when in possession and any purchaser at any foreclosure sale, and all persons claiming by, through or under such mortgagee or purchaser, shall hold title subject to the obligations and liens herein provided.

21. WATER FRONT LOTS: As to all of the lots which have a boundary contiguous to Loch Ness East, Loch Ness West, or Biscayne Canal, and as to Loch Ness East and Loch Ness West as shown on said plat, the following restrictions shall be applicable:

(a) No boathouse, dock, wharf, or other structure of any kind shall be erected, placed, altered, or maintained on the shores of Loch Ness East, Loch Ness West, or Biscayne Canal, as shown on said plat, unless the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, location with respect to topography and finish grade elevation, and as to desirability per se. It is the intention of this instrument to authorize the committee in

(591)

its sole discretion to approve or disapprove any such boathouse, dock, wharf, or other structure on purely aesthetic grounds or any other grounds or for the reason that there should be no such boathouse, dock, wharf, or other structure on the waterfront. 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.

(b) No powerboat or other mechanically powered water craft or device propelled by other than manpower or sail shall be used or operated on said Loch Ness East, Loch Ness West, or Biscayne Canal, unless authorized by the Architectural Control Committee, which may prescribe rules and regulations governing such use or operation.

(c) Shoreline contours of said Loch Ness East, Loch Ness West, and Biscayne Canal and the lots above or below water and any seawalls that may be installed by Sengra Development Corp. may not be changed without the written approval of the Architectural Control Committee. No lot shall be increased in size by filling in the waters upon which it abuts.

22. POWERBOAT PROHIBITION: The prohibition against powerboats and other mechanically powered water craft and devices propelled by other than manpower or sail on Loch Ness East, Loch Ness West, and Biscayne Canal, as set forth in paragraph 21(b) above, shall apply to all owners of all lots in the subdivision, and to all tenants, guests and invitees of such owners, and to all persons using the parks designated Tracts P-50, P-51, and P-52.

23. TELEPHONE, ELECTRIC AND GAS UNDERGROUND SERVICE: All buildings on all lots must be served underground by telephone, electric power and gas service to the extent such services are provided.

24. DRAINAGE: No changes in elevations of the land shall be made which will cause undue hardship to adjoining property in connection with surface water drainage.

Part C - General Provisions

1. 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 each unless an instrument signed by the then owners of a majority of the lots in the described property, has been recorded, agreeing to change said covenants in whole or in part. 922

2. ENFORCEMENT: Enforcement shall be by proceedings in court against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. The covenants may be enforced by Sengra Development Corp., or its successor, or by any owner of a lot in Miami Lakes Loch Ness Section, or by any homeowners' association that may be chartered as a nonprofit corporation membership in which is open to all owners in said subdivision.

3. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

4. ADDITIONAL RESTRICTIONS: The Architectural Control Committee may from time to time, in its sole discretion, modify, amend, derogate, or add to this Declaration of Restrictions.

5. WAIVER: The Architectural Control Committee may waive, upon application being made to it, any one or more the foregoing conditions, restrictions, limitations, or agreements, with respect to any designated lot or lots, upon finding such waiver would not be detrimental to the subdivision as a residential area of high standards, but any such waiver, which must be evidenced in writing, shall not be deemed or construed to be a waiver of any such condition, restriction, limitation or agreement with respect to any other lot.

6. APPLICABILITY TO "P" TRACTS: Until the termination of the dedication and reversion of the Tracts on said plat numbered P-50, P-51, and P-52 nothing (except as hereinafter noted) contained in this instrument shall apply to said Tracts.

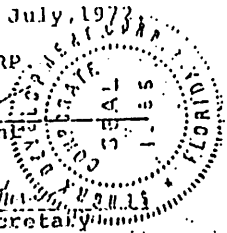
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which have been dedicated to the perpetual use of the public for parks; provided, however, that the provisions of Part B, Paragraph 9 hereof are and shall be applicable. Upon such reversion, said Tracts shall be subject to all of the terms and conditions of this instrument, subject to such amendments as may be made by Sengra Development Corp., at such time so that, in its sole discretion, such Tracts may be utilized as building sites.

IN WITNESS WHEREOF, Sengra Development Corp. has caused this instrument to be executed as of the 17th day of July, 1972

SENGRA DEVELOPMENT CORP.

By Robert L. Rawls
Vice President



(Corporate Seal)

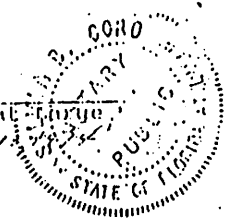
Attest: Edwin E. Feathers
Assistant Secretary

STATE OF FLORIDA)
COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared ROBERT L. RAWLS and EDWIN E. FEATHERS, Vice President and Assistant Secretary, respectively, of SENGRA DEVELOPMENT CORP., 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 mentioned 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 of Miami Lakes, Dade County, Florida, this 24th day of July, 1972.

William B. Ward
Notary Public, State of Florida at Large
My commission expires: December 1, 1973



RECORDED BY OFFICIAL RECORDS DEPT.,
OF DADE COUNTY, FLORIDA
INDEXED BY
E. H. LEATHERMAN
CLERK CIRCUIT COURT
BY [Signature] 7/24/72

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DECLARATION OF RESTRICTIONS

TRACT A
MIAMI LAKES LOCH NESS SECTION
PLAT BOOK 93, PAGE 45

TO THE PUBLIC:

GERALD E. TONS, joined by his wife, MARTHA JANE TONS, being the owner of the land situate, being and lying in Dade County, Florida, and described as follows:

Tract A of MIAMI LAKES LOCH NESS SECTION, according to the Plat thereof, recorded in Plat Book 93, Page 45, of the Public Records of Dade County, Florida,

does hereby by these presents make, declare and impose upon the said described land the agreements, conditions, restrictions, limitations and easements which shall be and constitute covenants running with the land and shall be binding upon the undersigned and their heirs, personal representatives and assigns, and upon any persons claiming under them, and each and all subsequent purchasers, their heirs, personal representatives, successors and assigns, as are set forth in that Declaration of Restrictions executed by Bengra Development Corp., dated July 17, 1972, and recorded July 25, 1972 under Clerk's File No. 72R-166099, in Official Records Book 7817, Page 583, of the Public Records of Dade County, Florida, which Declaration covered the remainder of said Miami Lakes Loch Ness Section.

It is the intent of this instrument to impose all of the agreements, conditions, restrictions, limitations and easements contained in said Declaration of Restrictions by Bengra Development Corp. upon said Tract A to the same extent as if it were a lot in said subdivision, and to the same extent as if all the provisions of said Declaration of Restrictions had been set forth herein word for word.

Recorded by
ALBERT G. QUENTZ
OF THE LAW FIRM OF
QUENTZ, TUCKER, MCNEELY,
LLOYD & CHERRY, P.A.
1400 Northeast Avenue Building
Miami, Florida 33131

6.00

LAW OFFICES OF QUENTZ, TUCKER, MCNEELY, LLOYD & CHERRY, P.A., 1400 NEAST AVE. BUILDING, MIAMI, FLORIDA 33131

I HEREBY CERTIFY THAT THE ABOVE INSTRUMENTS ARE A TRUE COPY OF THE ORIGINAL INSTRUMENTS AND THAT THE INSTRUMENTS HAVE BEEN RECORDED IN THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, AND THAT THE INSTRUMENTS HAVE BEEN RECORDED IN THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, AND THAT THE INSTRUMENTS HAVE BEEN RECORDED IN THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

5-2-73 **Quentz Co. Atty General**

MIAMI COUNTY CLERK THE ABOVE INSTRUMENTS ARE A TRUE COPY OF THE ORIGINAL INSTRUMENTS AND THAT THE INSTRUMENTS HAVE BEEN RECORDED IN THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, AND THAT THE INSTRUMENTS HAVE BEEN RECORDED IN THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, AND THAT THE INSTRUMENTS HAVE BEEN RECORDED IN THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

REC 8250 R 464

EXECUTED as of this July 17th, 1972.

Signed in the presence of:


[Signature]
[Signature]
 Gerald E. Toms
 Martha Jane Toms

STATE OF FLORIDA)
COUNTY OF DADE)

BEFORE ME, the undersigned authority, this day personally appeared GERALD E. TOMS, joined by his wife, MARTHA JANE TOMS, to me well known and known to me to be the individuals described in and who executed the foregoing instrument, and acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Miami Lakes, said County and State, this 17th day of July, 1972.

[Signature]
 Notary Public, State of Florida at Large
 My commission expires: July 17, 1976



5/3c

-2-

NOTARY IN CHARGE
OF THE COUNTY OF DADE
COUNTY CLERK
RICHARD P. BRYAN,
CLERK DADE COUNTY

LAW OFFICES OF GREENBERG, TRAUBER, KOFFMAN, LEVIN & BENTLEY, P. A. SEVENTH AVENUE BUILDING, MIAMI, FLORIDA 33134

RECORDED COPY OF THIS INSTRUMENT IS FILED IN THE PUBLIC RECORDS OF THE COUNTY OF DADE, FLORIDA, THIS 17th DAY OF JULY, 1972, AT 10:00 A.M. BY THE COUNTY CLERK.
 R.P.B. [Signature]

First
1st

DLI 11722 PG 1649
REL

AMENDMENT TO DECLARATION OF RESTRICTIONS

FOR

MIAMI LAKES LOCH NESS SECTION

This Amendment to the Declaration of Restrictions for the MIAMI LAKES LOCH NESS SECTION is made this 3rd day of March, 1983, by the MIAMI LAKES LOCH NESS SECTION ARCHITECTURAL CONTROL COMMITTEE (hereinafter referred to as the "Committee") and joined by THE SENGRA CORPORATION f/k/a SENGRA DEVELOPMENT CORP., a Florida corporation (hereinafter referred to as "Developer").

WHEREAS, Developer is the Developer and declarant under that certain Declaration of Restrictions dated July 24, 1972 and recorded July 25, 1972, in O.R. Book 7817, at Page 583, of the Public Records of Dade County, Florida (hereinafter referred to as the "Declaration") affecting land in Dade County, Florida described as:

All of Miami Lakes Loch Ness Section according to the Plat thereof as recorded in Plat Book 93, at Page 45 of the Public Records of Dade County, Florida; and

WHEREAS, the Committee is created pursuant to Part B, Section 17 of the Declaration and Part C, 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 in the Declaration, the Committee hereby makes the following amendment to the Declaration:

1. Part C, Section 2 of the Declaration shall be amended to provide 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 Sengra Corporation, or its successors or assigns, or by any owner of a lot in Miami Lakes Loch Ness 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 failure indicate an intention of Sengra or its successors or assigns to abandon such covenants or restrictions; nor shall such failure act to estop Sengra, its successors or assigns, from enforcing any covenant or restriction contained herein. In the event legal action is taken to enforce these

This Instrument Was Prepared By
STEVEN A. LANDY
OF THE LAW FIRM OF
GREENBERG, TRAUIG, ASKEW, HOFFMAN,
LIPOFF, QUENTEL & WOLFF, P.A.
1401 BRICKELL AVENUE
MIAMI, FLORIDA 33131

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covenants, as herein provided, Sengra, its successors or assigns, or any other party if such party shall prevail, shall be entitled to recover all costs and expenses reasonably incurred in bringing such action, including but not limited to attorney's fees actually incurred, and costs and attorney's fees for appellate review if necessary.

2. Part B, Section 18 shall be amended to provide as follows:

18. COMMERCIAL TRUCKS, TRAILERS, CAMPERS 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 Ness 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.

3. The following shall be added to, and become, Part B, Section 25 of the Declaration:

25. LANDSCAPING: 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 Sengra Development Corp., 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.

4. Except as herein amended, all of the provisions and covenants of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the MIAMI LAKES LOCH NESS SECTION ARCHITECTURAL CONTROL COMMITTEE has caused this instrument to be executed.

MIAMI LAKES LOCH NESS SECTION
ARCHITECTURAL CONTROL COMMITTEE

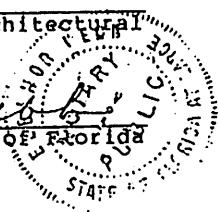
Marge Sambrook
Robert B. Bell
Marge Sambrook
Robert B. Bell
Robert B. Bell
Marge Sambrook

[Signature]
Cecil R. Seal
Carroll Seal

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 3rd day of March, 1983, by Carol A. Graham, Dick Dupree, and Carmel Creach as members of the MIAMI LAKES LOCH NESS SECTION, Architectural Control Committee.

Eleanor Webb
Notary Public, State of Florida



My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES NOV. 8, 1984

IN WITNESS WHEREOF, the undersigned consents to and joins in this Amendment to the MIAMI LAKES LOCH NESS SECTION Declaration of Restrictions setting its hand and seal on this 3rd day of March, 1983.

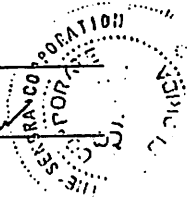
Signed in the presence of:

Richard Blah
Marge Lambrouk

THE SENGRA CORPORATION

By: W.E. Graham

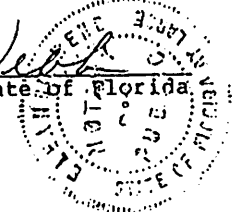
Attest: Edwin E. Feathers



STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 3rd day of March, 1983, by William E. Graham & Edwin E. Feathers as Exec. V.P. & Sec. of THE SENGRA CORPORATION, a Florida corporation, on behalf of the corporation.

Eleanor Webb
Notary Public, State of Florida



My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES NOV. 8, 1984

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA.
RECORD VERIFIED
RICHARD P. BRINKER,
CLERK CIRCUIT COURT

REC: 13982 PG 2951

SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS

FOR

MIAMI LAKES LOCH NESS SECTION

This Amendment to the Declaration of Restrictions for MIAMI LAKES LOCH NESS SECTION is made this 1st day of February, 1989, by the MIAMI LAKES LOCH NESS 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 July 17, 1972, recorded July 25, 1972, under Clerk's file number 72R 166099, in Official Records Book 7817, at Page 583, as amended by that first Amendment to the Declaration of Restrictions dated March 3, 1983, recorded March 10, 1983, under Clerk's file number 83R 059967, in Official Records Book 11722, at Page 1649, all of the Public Records of Dade County, Florida, (hereinafter referred to as the "Declaration"), affecting land in Dade County, Florida, described as:

All of MIAMI LAKES LOCH NESS SECTION, according to the Plat thereof, recorded in Plat Book 93, at Page 45, of the Public Records of Dade County, Florida, less and except Tract A thereof; and

WHEREAS, the Committee is created pursuant to Part B, Section 17 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 6 of the Declaration is hereby amended to read in its entirety as follows:

6. 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.

2. Part B, Section 11 of the Declaration is hereby amended to read in its entirety as follows:

11. 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.

3. 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.

4. The following shall be added to, and become Part B, Section 27 of the Declaration:

27. SLOPE LINE (SURVEY TIE LINE): No building, wall or other structure shall be built, erected, placed, altered or extend beyond the top of the slope line (e.g., the survey tie line shown on the plat), except for certain open structures (such as gazebos, decks, and walkways), which may be allowed if the prior written approval of the Architectural Control Committee is obtained for such structures.

5. Part C, 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 Ness 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 incurred, and costs and attorneys' fees and legal assistants' fees for appellate review if necessary.

6. Except as herein amended, all of the provisions and covenants of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Committee has caused this instrument to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

MIAMI LAKES LOCH NESS SECTION ARCHITECTURAL CONTROL COMMITTEE

William Boyer

By: Carol G. Wyllie
Carol G. Wyllie

William Boyer

William Boyer

By: Carmel Creach
Carmel Creach

William Boyer

William Boyer

By: Les Wuertz
Les Wuertz

William Boyer

STATE OF FLORIDA)
COUNTY OF DADE) SS:

The foregoing instrument was acknowledged before me this 1st day of February, 1989, by Carol Wyllie, Carmel Creach, and Les Wuertz, as members of the MIAMI LAKES LOCH NESS SECTION ARCHITECTURAL CONTROL COMMITTEE.

William Boyer
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG. 30, 1992
BONDED THRU GENERAL INS. LTD.

JOINDER

The undersigned consents to and joins in the making and recording of this Amendment to the MIAMI LAKES LOCH NESS SECTION Declaration of Restrictions, setting its hand and seal on this 1st day of February, 1989.

Signed, sealed and delivered in the presence of:

THE GRAHAM COMPANIES, f/k/a The Sengra Corporation, a Florida corporation

William Boyer

By: W.E. Graham
William E. Graham, President

William Boyer

Attest: Edwin E. Feathers
Edwin E. Feathers
Secretary

STATE OF FLORIDA)
COUNTY OF DADE) SS:

The foregoing instrument was acknowledged before me this 1st day of February, 1989, by WILLIAM E. GRAHAM, and EDWIN E. FEATHERS, President and Secretary, respectively, of THE GRAHAM COMPANIES, a Florida corporation, on behalf of said Corporation.

William Boyer
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG. 30, 1992
BONDED THRU GENERAL INS. LTD.

RECORDED IN OFFICIAL RECORDS BOOK OF DADE COUNTY, FLORIDA. RECORD VERIFIED
RICHARD P. BRINKER
CLERK CIRCUIT COURT

THIRD AMENDMENT TO DECLARATION OF RESTRICTIONS
AND
LIMITED ASSIGNMENT
FOR
MIAMI LAKES LOCH NESS SECTION

Page # 3427

JCB # 14520

This Third Amendment to the Declaration of Restrictions and Limited Assignment for MIAMI LAKES LOCH NESS SECTION (the "Third Amendment") is made this 26th day of March, 1990, by the MIAMI LAKES LOCH NESS SECTION ARCHITECTURAL CONTROL COMMITTEE (the "Committee"), THE GRAHAM COMPANIES, f/k/a The Sengra Corporation, a Florida corporation ("Developer"), and the MIAMI LAKES CIVIC ASSOCIATION, INC., a Florida corporation (the "Civic Association").

WHEREAS:

A. Developer executed that certain Declaration of Restrictions dated July 17, 1972, recorded July 25, 1972, under Clerk's file number 72R 166099, in Official Records Book 7817, at Page 583, as amended by that First Amendment to the Declaration of Restrictions dated March 3, 1983, recorded March 10, 1983, under Clerk's file number 83R 059967, in Official Records Book 11722, at Page 1649, and that Second Amendment to the Declaration dated February 1, 1989, recorded February 2, 1989, under Clerk's file number 89R 039127, in Official Records Book 13982, at Page 2951, all of the Public Records of Dade County, Florida, (hereinafter referred to as the "Declaration"), affecting land in Dade County, Florida, described as:

All of MIAMI LAKES LOCH NESS SECTION, according to the Plat thereof, recorded in Plat Book 93, at Page 45, of the Public Records of Dade County, Florida, less and except Tract A thereof; and

B. Pursuant to Part B, Paragraph 17 of the Declaration, the Committee has the power to approve plans and specifications for all buildings, structures and improvements to be constructed on the Property and to exercise such further powers and rights as are specified throughout the Declaration wherever the term "Architectural Control Committee" is used; and

C. The current members of the Committee are Carol G. Wyllie, Carmel Creach, and Peter Thomson; and

D. Pursuant to Part C, Paragraph 4 of the Declaration, the Committee may, in its sole discretion, modify, amend, derogate, or add to the Declaration; and

E. The Committee desires to amend certain portions of the Declaration and the Developer desires to assign certain of its rights under the Declaration to the Civic Association, as provided below; and

F. The Civic Association desires to accept an assignment of rights from the Developer.

NOW, THEREFORE, in consideration of these premises and for \$10.00 and other valuable consideration, the Developer, the Committee, and the Civic Association agree as follows:

1. Developer hereby assigns and transfers to the Civic Association: (1) all of Developer's rights and privileges under Part B, Paragraph 20 of the Declaration (Care and Appearance of Premises); and (2) the right to enforce the covenants contained in the Declaration, as provided in Part C, Paragraph 2 of the Declaration, reserving unto Developer, however, the right of enforcement if the Developer, in its sole discretion, believes such action is necessary, and subject further to the provisions of Paragraph 4 hereof. The Civic Association may not assign any of these rights to a third party without the consent of all members of the Committee. No other rights are assigned from the Developer to the Civic Association. Nonetheless, nothing herein shall affect Developer's right to enforce its rights solely as a landowner.

2. The Civic Association hereby accepts the assignment of the rights, powers and interests set forth in paragraph 1 hereof.

3. Part B, Paragraph 17 of the Declaration, beginning with the sixth sentence (which provides "the Architectural Control Committee is composed of . . ."), is modified to provide as follows (this modification to Paragraph 17 shall expire as provided in Paragraph 5 below, at which time Paragraph 17 shall automatically

19.80

revert to the language existing immediately prior to this Third Amendment):

17. . . .The Architectural Control Committee (the "Committee") shall be composed of three members. Upon the resignation of the existing Committee members, the Developer shall be allowed to appoint one member (the "Developer Member") and the Civic Association shall be entitled to appoint two members ("Association Member 1" and "Association Member 2" or collectively the "Association Members"). The Association Members need not be members of the Civic Association. The initial term of the Developer Member shall be for a period of two years. The initial term of Association Member 1 shall be for a period of one year and the initial term of Association Member 2 shall be for a period of two years. Thereafter, each Committee member shall serve for a two year term. In the event of a vacancy for any reason in the position occupied by the Developer Member, including a vacancy caused by the natural expiration of any member's term, such vacancy shall be filled by an appointee of the Developer. In the event of a vacancy for any reason in the positions occupied by the Association members, including a vacancy caused by the natural expiration of any member's term, such vacancy shall be filled by a subsequent appointee of the Civic Association. Any person who is appointed to a vacancy created prior to the expiration of a predecessor's term, shall initially serve only the unexpired term of the predecessor. On January 1 of each year, the Committee shall appoint a chairman who shall have such duties as the Committee may designate. The first chairman of the Committee shall be the Developer Member. A majority of the Committee may take any action the Committee is empowered to take. Provided, however, that the Developer Member and at least one Association Member must approve any modification, amendment, derogation, or addition to the Declaration. The Association Members shall not be entitled to any compensation for services performed pursuant to this Declaration. The Developer Member's compensation, if any, shall be the responsibility of the Developer. Whenever the term "Architectural Control Committee" is used throughout this Declaration, it shall be given the meaning described in this paragraph.

4. (a) The following shall be added to, and become Part B, Paragraph 28 of the Declaration:

28. LIABILITY: The Architectural Control Committee and the Civic Association, their members and their successors, shall not be liable in damages to anyone submitting plans for approval or to any owner or owners of land covered by this instrument by reason of mistake in judgment, negligence or non-feasance of said committee, members, agents or employees, arising out of or in connection with the approval or disapproval or failure to approve any plans. Anyone submitting plans to the Architectural Control Committee for approval, by the submitting of such plans, and any owner by acquiring title to any of the property covered by this declaration agrees that such person will not bring any action or claim for any such damages against the Architectural Control Committee or the Civic Association, their members, their successors, or their agents and employees.

(b) Part B, Paragraph 28 of the Declaration, as set forth in Paragraph 4(a) hereof, shall expire as provided in Paragraph 5 below and, at such time, shall be replaced by the following as Part B, Paragraph 28 of the Declaration:

28. LIABILITY: The Architectural Control Committee, its members and their successors, shall not be liable in damages to anyone submitting plans for approval or to any owner or owner of land covered by this instrument by reason of mistake in judgment, negligence or non-feasance of said committee, members, agents or employees, arising out of or in connection with the approval or disapproval or failure to approve any plans. Anyone submitting plans to the Architectural Control Committee for approval, by the submitting of such plans, and any owner by acquiring title to any of the property covered by this declaration agrees that such person will not bring any action or claim for any such damages against the Architectural Control Committee, its members,

their successors, and the committee's agents and employees.

5. The rights assigned to the Civic Association under Paragraph 1 hereof shall automatically revert to the Developer and the amendments to the Declaration made in Paragraph 3 hereof shall become null and void, upon the earlier occurrence of the following:

- (a) dissolution of the Civic Association, either voluntarily or involuntarily, or the failure of the Civic Association to remain in good standing under the laws of the State of Florida;
- (b) two years from the date of this Third Amendment, which date may be extended by the written agreement of the Developer, the Civic Association and the Committee;
- (c) if the Developer and Civic Association fail to agree on an annual budget for the Committee; or
- (d) if the Committee fails to reasonably and prudently enforce the Declaration as required or fails to reasonably and prudently maintain the architectural standards established by the Developer at Miami Lakes.

6. The Committee hereby takes the following action, effective as of this date:

- (a) Committee member Carmel Creach hereby resigns as a member of the Committee;
- (b) Committee member Carol G. Wyllie hereby resigns as a member of the Committee;
- (c) Committee member Peter Thomson hereby resigns as a member of the Committee;

The Committee hereby ratifies these actions.

7. The Developer, pursuant to the provisions of Part B, Paragraph 17 of the Declaration, hereby takes the following action, effective as of this date:

Peter Thomson is appointed as the Developer Member.

8. The Civic Association, pursuant to the provisions of Part B, Paragraph 17 of the Declaration, hereby takes the following action, effective as of this date:

- (a) George Orfely is appointed as Association Member 1;
- (b) Manny Figueroa is appointed as Association Member 2;

9. Except as herein amended, all of the provisions and covenants of the Declaration shall remain in full force and effect.

Executed as of the date first above written.

Signed, sealed and delivered in the presence of :

THE GRAHAM COMPANIES, f/k/a The Sengra Corporation, a Florida corporation

William Boyer
Vivian Perreba

By: *W E Hoad*
 President
 Attest: *John G. Nathan*
 Secretary

MIAMI LAKES CIVIC ASSOCIATION, INC., a Florida corporation

[Signature]
[Signature]

By: *C. Wami Nator*
 President
 Attest: *[Signature]*
 Secretary

REC: 14520PG3430

MIAMI LAKES LOCH NESS
SECTION ARCHITECTURAL
CONTROL COMMITTEE

William Boyer
Vivian Sabita
William Boyer
Vivian Sabita
William Boyer
Vivian Sabita

By: Carol G. Wyllie
Carol G. Wyllie

By: Carmel Creach
Carmel Creach

By: Peter Thomson
Peter Thomson

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 26th day of March, 1990, by William E. Graham, as President and Edwin E. FEATHERS, as Secretary, of The Graham Companies, f/k/a The Sengra Corporation, a Florida corporation, on behalf of said corporation.

My Commission Expires: William Boyer
NOTARY PUBLIC, State of Florida
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES AUG. 30, 1992
BONDED THRU GENERAL INS. UND [NOTARIAL SEAL]

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 29 day of MARCH, 1990, by C WAYNE SLATON, as President and BARBARA SOKOLOWSKI, as Secretary, of Miami Lakes Civic Association, Inc., a Florida corporation, on behalf of said corporation.

My Commission Expires: Virginia Vazquez
NOTARY PUBLIC, State of Florida
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES APRIL 5, 1991.
BONDED THRU NOTARY PUBLIC UNDERWRITERS [NOTARIAL SEAL]

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 26th day of March, 1990, by Carol G. Wyllie, Carmel Creach and Peter Thomson.

My Commission Expires: William Boyer
NOTARY PUBLIC, State of Florida
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES AUG. 30, 1992
BONDED THRU GENERAL INS. UND [NOTARIAL SEAL]

RECORDED IN OFFICIAL REBOLCM CASE
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
RICHARD P. BRINKEP
CLERK CIRCUIT COURT

OFF. REC. 19391 PG 2359

00R530930 2000 DEC 04 12:09

**FOURTH AMENDMENT TO
DECLARATION OF RESTRICTIONS
MIAMI LAKES - LOCH NESS SECTION
PLAT BOOK 93, PAGE 45**

TO THE PUBLIC:

Part A - Preamble:

This instrument is executed as of this 3rd day of DECEMBER, 2000, by THE GRAHAM COMPANIES, a Florida corporation (hereinafter "the Developer"), being the owner of the land in Miami-Dade County, Florida, described below, and the Miami Lakes Architectural Control Committee ("the ACC"), acting in accordance with the powers granted and assigned unto it by the Developer as to the following land:

All of MIAMI LAKES LOCH NESS SECTION, according to the Plat thereof, recorded in Plat Book 93, Page 45, of the Public Records of Miami-Dade County, Florida.

It is the intention of the signators below, under their lawful authority, to supercede and replace with this Declaration of Restrictions, any and all covenants and provisions of any and all previously adopted and recorded Declarations of Restrictions as to the above described land which may be inconsistent herewith.

The purpose of this amendment to the Declaration of Restrictions is to add definitions and more detailed and descriptive covenants and provisions which will enhance the clarity and specificity of the restrictions; to add restrictions which experience and time have revealed to be necessary to maintain the high quality of life in Miami Lakes; and to allow a reasonable time for the correction of restrictions violations and non-conformities which may not have been previously enforced or disapproved.

We do hereby, accordingly, by these presents make, declare, and impose upon the said described land the following agreements, conditions, restrictions, limitations, and easements that shall be and constitute covenants running with the land and shall be binding upon the undersigned, its successors and assigns, as well as upon people claiming under it, and each and all subsequent purchasers, their heirs, personal representatives, successors and assigns, of said property or any part, parcel, or portion thereof, subject to the provisions of Part C below, to wit:

Part B - Residential Area Covenants

DEFINITIONS: The following definitions shall be used when construing or interpreting this Fourth Amendment to the Declaration of Restrictions. In the event of any ambiguity, or in construing or interpreting any word not defined herein, the definition given the word by the Florida Constitution, if any, the Florida Statutes, if any, or common dictionary definition of the word shall be applied, in descending order of priority.

a. **Commercial Vehicle:** A commercial vehicle is any vehicle which displays, whether temporarily or permanently, any lettering, logo, or other markings which identify the vehicle as belonging to or used for any commercial purpose; and/or any vehicle on which is visible and is designed to carry cargo, supplies, merchandise, machinery, tools, equipment, racks, or other items of a commercial nature; and/or any van or truck which does not contain passenger seating to the rear of the driver's seat or which does not have rear side windows and which is used to transport any item, such as described above, for business or commercial purposes; and/or any vehicle manufactured and commonly used as a work or commercial vehicle; or any vehicle for hire.

b. **Trailer:** Any motorized or non-motorized vehicle, frame, container or structure designed to be towed or driven on roads and which is used to carry camping or living quarters; any wheeled structure, frame or platform used to carry or tow watercrafts of any kind; any platform, structure or rig used to carry and transport motor vehicles; or any non-motorized container or structure designed to be towed by or placed onto a motorized vehicle and used to carry or store equipment, materials or other items; any previously wheeled structure, frame, platform or container which has had its wheels removed or disabled.

c. **Structural Modification:** Any change made to the original facade, elevation(s), number or location of windows, doors, walls or foundation; any alterations to walkways, embellishments, porte cocheres, porches, beams, roof tiles, roof structure, decks, docks, or the size or configuration of any element of the existing building.

d. **Architectural Control Committee:** The Architectural Control Committee (ACC) is a committee of the Miami Lakes Civic Association which consists of no less than three and no more than five members, who have been assigned rights and duties by the developer, The Graham Companies, which rights run concurrently with the continuing rights of the developer, to oversee and undertake the application and enforcement of the Declaration of Restrictions and Covenants throughout the Miami Lakes community, and to review and consider for approval any and all proposed changes to the structure, appearance or specifications of any residential building or lot. The Architectural Control Committee shall act under an assignment of the Developer's rights and duties and said rights and duties shall revert to the Developer in the event that the said assignment of rights is withdrawn, lapses or expires.

e. Watercraft: Any boat, dinghy, raft, or other vessel or structure of any size, shape, material or configuration which is designed to float or travel on water and carry or transport one or more persons on water, whether or not motorized.

f. Lake: A lake is a body of water, whether or nor connected to a canal or other body of water and all water areas on the plat to the shoreline, whether or not the water area is over a portion of a lot. When a lake abuts a body of water designated by a government authority to be within the geographical limits of or defined as a canal, that portion designated as a canal shall not be considered a part of Lake unless that body of water is specifically designated as such herein.

g. Waterfront Lot: A waterfront lot is a lot any part of which touches the high water mark of a Lake, or a lot which has a sea wall beyond which is a lake or other body of water.

h. Single Family: For the purposes of this Declaration of Restrictions and any Covenant running with the land within the deed restricted subdivision pertaining to Single Family Homes, a single family shall consist of:

1. One person residing alone or with no more than one other person who is unrelated by blood to any other person residing in the home; or
2. Two or more persons who are each related to another by blood within one degree of consanguinity; or
3. Married couples and their children; or
4. Two persons cohabiting as life partners and any child or parent of one or both of the persons cohabiting; or
5. A unit consisting of one and no more persons unrelated by blood to any other person residing in the single family home.

1. USE RESTRICTION: Each and all single family lots in Miami Lakes Loch Ness Section, and all lots enlarged or recreated by the shifting of the location of side property lines, are restricted to the use of a single family, their household servants and guests, exclusively for residential purposes, provided that the tracts being dedicated as parks under the Instrument of Dedication for said subdivision may be used as parks so long as such dedications remain in effect.

Only one residence may be built on one lot. Buildings accessory to the use of one-family living may be erected provided they do not furnish accommodations for an additional family and they are first approved by the Committee. A construction shed may be placed on a lot and remain there temporarily during the course of active construction of a residence, otherwise no portable or temporary buildings or trailers or tents or shacks or barns may be placed on a lot.

No trade, business, profession, or commercial activity, or any other nonresidential use, shall be conducted upon any portion of the subject unit nor within any unit, if:

a. in connection therewith customers, clients, suppliers, service providers or patients come to or reside in the unit as a necessary or incidental part of the said use;

b. such nonresidential use can be seen taking place or is otherwise apparent from the exterior of a unit;

c. the trade, business, professional, or commercial activity requires the conspicuous or regular presence of commercial vehicles or other commercial traffic into the subdivision and street where the residence is located to pick up or drop off persons or supplies or to perform services connected with the said trade, business, profession or commercial activity; and

d. the nonresidential use interferes with the peaceable enjoyment of the residential street or neighborhood by other residents and/ or the nonresidential use creates a nuisance to the surrounding residents.

The foregoing shall not preclude (i) the rental of units within the subject property to single family units; or (ii) activities associated with the construction and sale of the subject property or any portion thereof.

2. DWELLING SIZE: The floor area of a residence shall not be less than 2,000 square feet. In computing square footage, the formula shall be as follows:

Basic living area:	full value
Garages and roofed patios:	50%

The Architectural Control Committee shall have the power to formulate additional values.

3. BUILDING LOCATION: No building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than 7 1/2 feet to an interior side lot line. No dwelling shall be located on any lot nearer than 25 feet to the rear lot line, except for lakefront lots, the building locations of which are governed under paragraph 31 below. For the purpose of these covenants, corner lots shall be deemed to front on the street where said lot has the shortest dimension, or as otherwise designated by the Architectural Control Committee.

4. LOT AREA AND WIDTH: No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7,500 square feet; provided, however, that a dwelling may be constructed on any lot as shown on the plat described above.

5. SIGHT DISTANCE AT INTERSECTIONS: No structure, hedge, shrub or planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street

property lines extended and a line connecting them at points 25 feet from the intersection of the extended street lines. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances or such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight-lines.

6. FENCES: All fences must be approved by the ACC. No fence, hedge, mass planting, 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 (15 feet) for the side yard adjoining the street of that corner lot, as required by the applicable local 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, hedge, mass planting, 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. Fences may be constructed of wood; chain link clad in black or green vinyl; concrete block with a stucco finish; metal pickets or railings, or other material which may from time to time be approved by the ACC. All existing non-compliant or previously approved fences which do not meet the specifications set forth herein, including chain link fences not clad in black or green vinyl, and all non-compliant fences which are not now the subject of pending enforcement action, shall be removed by no later than January 1, 2003, at which time any existing variance, approval, or violation shall terminate.

7. CLOTHES LINES AND OUTDOOR CLOTHES DRYING: Clotheslines are not permitted to be erected on any residential property. Clothes or items may not be hung or draped on fences or hung from any tree, object, or structure where they may be visible from adjoining properties, parks, or roads.

8. LANDSCAPING: The intent of this section is to define the original criteria set forth by the developer of Miami Lakes as the minimum standard for landscaping single family homes in Miami Lakes. All plantings in each lot shall be kept trimmed and free of weeds, dead plant material, garbage and other debris which detracts from the appearance of the lot.

a. Trees: Each lot shall have a minimum of three yard trees not including those planted in swale areas. They shall be native (native plant species) trees with a minimum diameter at breast height of 1 1/2 inches or, a minimum height of 8 feet at time of planting. Two native palms of 10 foot overall height or of a minimum diameter at breast height of 3 inches at time of planting each may be substituted for one of the three shade trees. One tree or two native palms shall be in the front yard.

b. Landscaped areas: Shall comprise a minimum of 40% of the first twenty-

five (25) feet of the lot beginning at the front lot line. A minimum of 50% of the balance of the non-built portion of the site shall be landscaped. Landscaping can include all natural native plant materials including grass, ground cover, flowers, shrubs, hedges and others including xeriscape. Impervious areas will not be considered landscaped.

c. Irregularly shaped or sized lots: The lot coverage requirements for irregularly shaped or sized lots may be modified and a variance may be granted by the ACC, but only as may be necessary to accommodate driveways, paths or other impervious areas the need for which, in the opinion of the ACC, is substantial, and provided that the reduction of the landscaped area will not detract from the appearance of the lot, the block, and the neighborhood as a whole.

d. All sprinkler and irrigation systems are to be maintained in good working order at all times and shall be utilized to provide irrigation to the landscape regularly and as often as required to maintain the appearance and health of grass and plants.

e. No building materials of any kind or character shall be placed or stored upon any lot so as to be open to view by the public or neighbors, unless such materials are being used in an on-going ACC approved construction or improvement project upon the lot on which the material is being stored. Within fifteen (15) days of the completion of a construction or other improvement project, the building materials, tools, and equipment used for said project must be removed from the lot.

f. No trees, planters or planting areas may be removed or altered without the prior approval of the ACC.

g. Shrubs: Each lot shall have, within the landscaped areas thereof, no less than seven (7) shrubs of a minimum of 18 inches in height when measured immediately after planting.

h. Hedges: Shall comply with fence height & location criteria established in Part B, Paragraphs 5 & 6.

i. All planted materials shall be maintained, trimmed and irrigated as required to maintain a neat and safe landscape environment. If any tree or plant, which is being used to satisfy current landscaping requirements, dies, such tree or plant shall be replaced with the same landscape material.

9. HOLIDAY AND EVENT DECORATIONS AND LIGHTING: Holiday and special event decorations and lighting shall be displayed only within a reasonable time prior to and after the holiday or event for which the decorations and lights are displayed. A reasonable time shall be no more than 30 days prior to and no more than 30 days after the holiday or event. For holidays lasting more than one day, the first day of the holiday shall be the date from which the days shall be counted, unless the holiday has a principal day, such as Easter Sunday and December 25th, in which event the principal

day shall be the date from which the days shall be counted.

10. **WINDOW TREATMENTS:** Windows of residential property may be covered by any type of window treatment which is in good repair and designed or intended to be a permanent or long term window treatment suitable for the residence. Windows shall not be covered by newspaper, aluminum foil, bed sheets, or any other material not ordinarily designed for or intended to be used for window treatments, for more than a total of 10 days, if such material is visible from the exterior of the building.

11. **ROOFS:** All buildings shall have cement or clay tile roofs, except that flat roofs, where approved, may be built with other materials approved by the Architectural Control Committee.

12. **EASEMENTS:** Easements for installation and maintenance of utilities and for installation and maintenance of drainage facilities are reserved as shown on the recorded plat. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage any structure installed in accordance with said easement, or prevent the installation and maintenance of utilities in the utility easements, or which may change the direction of flow of drainage channels in the drainage easements, or which may obstruct or retard the flow of water through drainage channels in the drainage easements; provided, however, fences that otherwise comply with these restrictions and having Architectural Control Committee approval may be constructed within such easements.

The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for installations for which a public authority or utility company is responsible. The public authority or utility company and The Graham Companies, and their successors and assigns, shall have a perpetual easement for the installation and maintenance (all underground) of water lines, sanitary sewers, storm drains, gas lines for distribution within the subdivision, electric and telephone lines, cables and conduits under and through the utility easements as shown on the plat.

Within thirty (30) working days from the start of construction, any damage caused to pavement, driveways, drainage structures, sidewalks or other structures in the installation and maintenance of such utilities shall be fully restored to the satisfaction of the Architectural Control Committee by the utility whose installation or maintenance caused the damage. All utilities within the subdivision, whether in street rights-of-way or utility easements, shall be installed and maintained underground.

All utilities shall be responsible for maintenance and repair of their devices within easements, both mechanically and aesthetically.

"No cuts" markings must be removed upon completion of construction.

13. **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.

14. **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.

All existing non-compliant structures which do not meet the specifications set forth herein and which are not now the subject of pending enforcement action, shall be removed by no later than January 1, 2003. All previously approved structures which do not conform to the requirements set forth herein shall be removed by no later than January 1, 2005.

15. STORAGE ADDITIONS: All structures used for storage purposes must be attached to and constructed and finished to match the existing residential building and must comply with all building and zoning requirements for their safety and soundness for that use.

16. PLAYGROUND EQUIPMENT, FORTS, PLAYHOUSES, GAZEBOS AND OTHER SIMILAR CONSTRUCTED ELEMENTS: Playhouses, gazebos and forts are considered structures and shall be approved by the Committee before they are installed or erected and shall otherwise comply with the same requirements as apply to other structures as set forth in Part B, Paragraph 23, "CONSTRUCTION AND MODIFICATIONS PLAN REVIEW" of this Declaration. All games, toys, and play apparatus which remain outdoors for more than three (3) days shall be located at the rear or side of the dwelling, so as to not be visible from any street.

17. SIGNS: No signs, posters, billets, announcements or banners of any kind shall be displayed to the public view on any lot except: (a) one sign of not more than one (1) square foot used to indicate the name of the resident; (b) and only one sign of not more than eighty (80) square inches in size advertising the property for sale or for rent with a maximum of two hangers, each measuring not more than 4 inches in height and no wider than the principal sign.

18. 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 the subdivision, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in the subdivision. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any portion of the land subject to these restrictions.

19. 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. No animals of any kind may be kept, bred, or maintained for any commercial purpose or in excessive numbers. All pets shall be maintained in a quiet and orderly fashion so as to not disturb other lot owners. Pet owners shall comply with all governmental regulations concerning the proper care, maintenance, licensing, and control of their individual pets.

20. SEWAGE DISPOSAL: No individual sewage disposal system shall be permitted on any lot, provided that a central sewage disposal system is being operated in accordance with the requirements of the Florida Division of Health or any other governmental regulatory body having

jurisdiction over said central system.

21. **WATER SUPPLY:** No individual water supply system shall be permitted on any lot, except for use in air conditioners, swimming pools and sprinkler systems; provided that a central supply system is being operated in accordance with the requirements of the governmental body having jurisdiction over said central system.

22. **EXTERIOR COVERINGS, SIDING AND PAINT.** There shall be no real or simulated brick, real or simulated stone, stucco, aluminum, vinyl, T-11, or other siding materials used on the exterior of the buildings or other structures on any lot without first receiving the written approval of the ACC as to type, color, and texture of material. All paint used on the exterior body of any building shall be subdued in tone. Colors should be used to harmonize with the natural environment of the subdivision and should be soft and unobtrusive. No more than one paint color may be used for the body of each building and no more than two accent trim colors. Paintable roofs shall be painted in a complementary, harmonizing and unobtrusive color.

23. **CONSTRUCTION AND MODIFICATIONS PLAN REVIEW:** Any and all proposed changes or modifications to the exterior appearance of the landscaping, lot coverage of plant material, structures or improvements of any lot must be approved by the Architectural Control Committee before they are made.

a. No building, structure, wall or other improvement of any nature, including landscaping, shall be erected, placed or altered on any lot until the construction plans and specification and a plan showing the location, nature, kind, shape, color, height and material of the structure or improvement have been approved in writing by the Architectural Control Committee (as hereinafter defined). Each building, wall or other structure or improvement of any nature shall be erected, placed, or altered upon the premises only in accordance with the plans and specifications and plot plan so approved. The plans submitted to the ACC shall include specifications in regards to topography, finished grade elevation and lot coverage. The ACC may require that the plans and specifications shall include a site plan, tree survey, landscape plan, sidewalk construction, exterior elevations, paint colors, roof tile samples, exterior materials samples, and other descriptions which may be necessary to fully describe the improvement or other modification sought to be made. Any change in the exterior appearance of any building, wall or other structure or improvement, any change in the finished ground elevation or composition, and any change in the number and type and size of trees within a lot shall be deemed an alteration requiring approval. Refusal of approval of plans, specifications and plot plan, or any of them, may be based on any ground, including purely aesthetic grounds, which in sole and uncontrolled discretion of said Architectural Control Committee seem sufficient.

b. The plans, specifications, and location of all contemplated improvements and modifications shall be in accordance with the terms hereof and shall meet the requirements of all applicable local codes and ordinances of the local governing agency issuing permits for construction

or land alterations in effect at the time the approval is sought from the ACC. The ACC shall have the right, in its sole discretion, based upon these covenants and restrictions, to approve or disapprove/reject any improvements or modifications on any lot within the Miami Lakes Loch Ness Section, including, but not limited to buildings, fences, walls, screened enclosures, awnings, gradings, floor elevations, drainage plans, mailboxes, solar energy device, satellite dishes, posts, antennae, fountains, decorative building features, landscaping plan, landscape device or object, yard decorations, or other improvements, whether as new construction or additions, modifications, or alterations to lots. Disapprovals/rejections may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the ACC seems sufficient and in the best interests of the residents of Miami Lakes.

c. The Architectural Control Committee shall have the power to set fees to be paid by any and all lot owners proposing to make a change or modification to the exterior appearance of a lot, such as to the landscaping or any part of the structures thereon. Any lot owner applying for a modification approval or variance shall pay an application processing fee set by the ACC. The amount of the fee, which shall be payable at the time of the submission of the plans and application, shall not exceed \$200.00 per application. Said fee shall be non-refundable. A schedule of fees shall be maintained by the ACC, taking into consideration the anticipated cost of reviewing the plans and investigating the appropriateness of the type of modification being sought.

d. The ACC shall notify the Applicant Lot Owner, in writing, within thirty (30) days of its receipt of all of the required documents and evidence, of the ACC's approval or disapproval of any proposed improvement, addition, or modification for which a lot owner has sought the ACC's permission.

e. In the event that any required approvals are not obtained prior to the commencement of improvements, or in the event that improvements are made which vary from those approved, it shall be deemed that no approvals were given and that a violation and/or breach of this Declaration has occurred. A fine of \$50.00 per occurrence, per week, shall be assessed against the Lot and shall accrue with interest at the rate of twelve percent (12%) per year until the fine is paid and either approval is obtained or the violations are removed or corrected to comply with this declaration and the requirements of the ACC.

f. Once a construction or modification project is commenced, it shall be completed within a reasonable time, taking into consideration the time required for the processing of building permits, inspections and delays caused by weather conditions, strikes or other similar circumstances beyond the control of the lot owner. No construction or modification project may be abandoned, suspended, or postponed after the modifications have been commenced unless the lot can be restored to its prior condition, and the written approval of the ACC has been obtained.

24. MIAMI LAKES ARCHITECTURAL CONTROL COMMITTEE: The ACC shall have

the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of paragraph 23 and this paragraph.

a. The Architectural Control Committee (the "Committee") shall be composed of five members. The Developer shall be allowed to appoint two members who may or may not be members residents or owners of residential property within a Miami Lakes development (the "Developer Members"). The Miami Lakes Civic Association shall be entitled to appoint three members, each of whom must be an owner of residential property within a Miami Lakes development. Each Committee member shall serve for a two year term.

b. In the event of a vacancy for any reason in the position occupied by the Developer Members, including a vacancy caused by the natural expiration of any member's term, such vacancy shall be filled by a subsequent appointee of the Developer. In the event of a vacancy for any reason in the positions occupied by the Association members, including a vacancy caused by the natural expiration of any member's term, such vacancy shall be filled by an subsequent appointee of the Civic Association. Any person who is appointed to a vacancy created prior to the expiration of a predecessor's term, shall initially serve only the unexpired term of the predecessor. On January 1 of each year, the Committee shall appoint a chairman who shall have such duties as the Committee may designate.

c. A majority of the Committee may take any action the Committee is empowered to take. Provided, however, that at least one Developer Member and at least two Association Members must approve any modification, amendment, derogation, or addition to the Declaration.

d. The ACC members shall not be entitled to any compensation for services performed pursuant to this Declaration. Whenever the term "Architectural Control Committee" or (ACC) is used throughout this Declaration, it shall be given the meaning described in this paragraph.

25. LIABILITY: The Graham Companies, the Architectural Control Committee, the Miami Lakes Civic Association, their individual members and their successors, while performing any act for, on behalf of, or in their official capacity and member or successor, shall not be liable in damages to anyone submitting plans, proposals, or other applications for approval, or to any owner or owners of any real property covered by this instrument by reason of mistake, error of judgment, negligence or non-feasance of said developer, committee, individual member, and/or their successors, agents, or employees, arising out of or in connection with: a) any action or decision taken, any communication made, or any failure to act by them with regard to the enforcement, application, or interpretation of this instrument, the enforcement, application or interpretation of any amendment thereto, or the enforcement, application or interpretation of any law or ordinance of any governmental body; b) any application or plan submitted for approval.

Any person submitting plans to the Architectural Control Committee for approval, by submitting such plans, and any owner, by acquiring title to any property covered by this declaration hereby agrees that such person will not bring any legal or other action or claim for damages,

injunctive relief, declaratory judgment, restoration, restitution or other remedy recognized by law against the Developer, the Architectural Control Committee or the Civic Association, their individual members, their successors, their agents, representatives and/or employees.

26. **COMMERCIAL TRUCKS, TRAILERS, CAMPERS AND OFF ROAD VEHICLES:** In order to maintain the high standards of the subdivision with respect to residential appearance, no commercial trucks or other commercial vehicles; vans, campers, recreational vehicles, motor homes, house trailers, boat trailers and trailers of every other description, as defined herein, whether operable or inoperable, shall be permitted to be parked or to be stored at any place on any lot, common area or right of way within the Miami Lakes Loch Ness Section. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles during the performance of commercial services. (see attached definitions for more detail). Marked and unmarked law enforcement "take home" vehicles may be permitted to be parked in driveways or garages at the discretion of the ACC.

27. **WATERCRAFT:** Watercraft on trailers may be stored only within single family home garages if they will fully fit inside the garage and are stored there with the garage door fully closed. No boats or other watercraft may be stored on porches, driveways, front yards, side yards, back yards or any other part of any residential property, whether or not they are visible from the front of the property. Any washing, repairs, maintenance, preparation or other service done to the watercraft at a residential property outside of the garage detracts from the peace, tranquility and neat appearance of the residential area and is strictly prohibited.

Owners of lakefront properties may keep no more than two (2) watercrafts appropriate for that lake, on the shoreline.

28. **GARBAGE AND TRASH DISPOSAL:** No garbage, trash, refuse, rubbish or recyclables shall be deposited or kept on any lot except in a suitable sturdy container. Such container shall not be visible from any point on the front lot line. Garbage, trash, refuse, rubbish or recyclables may be placed at curbside for collection no earlier than 6:00 p.m. on the night before the regular collection day. Containers for garbage, trash, refuse, rubbish and recyclables must be removed from the curbside by no later than 7:00 p.m. on the day of the regular collection time.

29. **CARE AND APPEARANCE OF PREMISES:** The structures and grounds on each building lot shall be maintained in a neat and attractive manner.

a. Upon the owner's failure to keep the grounds on each lot maintained in a neat and attractive manner, The ACC may, at its option, after giving the 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 its judgment, and have dead trees, shrubs, and plants removed from any lot, and re-sod any lot, and replace any landscaping at their option. Upon the owner's failure to maintain the exterior of any structure in good repair and appearance, the ACC 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 ACC shall assess the owner

of such lot for the cost of any work as required above.

b. To secure payment of the assessment, the ACC shall have a lien upon such building lot enforceable as herein provided. Upon performing the work herein provided, the ACC shall be entitled to file in the Public Records of Miami-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 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 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.

c. The amount due and secured by said lien shall bear interest at twelve percent (12%) per annum from the date of recording said notice of lien, and in any action to enforce payment Grantor shall be entitled to recover costs and attorney's fees for filing the lien claim, and for any action to enforce the same, including, without limitation, appeals.

d. The liens herein provided shall be subordinate to the lien of any mortgage encumbering any lot to any institutional lender; provided, however, that any such mortgagee when in possession and any purchaser at any foreclosure sale, and all persons claiming by, through or under such mortgagee or purchaser, shall hold title subject to the obligations and liens herein provided. The liens herein provided shall be subordinate also to the liens of the compulsory homeowners' association established pursuant to and obtaining liens by reason of the Declaration of Covenants and Restrictions originally executed by The Graham Companies, referred to in Part C, Paragraph 2. Grantor shall have the right but shall be obligated to assign all of the Grantor's rights and privileges under this paragraph 23 to the homeowners' association established pursuant to such Declaration of Covenants and Restrictions.

30. UTILITY SERVICES: All buildings on all lots must be served by underground utilities to the extent that such services are provided.

31. DRAINAGE: No changes in elevations or composition of the land shall be made which will cause surface water to flow onto an adjoining property.

32. PERIMETER WALL: No changes, alterations, or modifications of any kind shall be made to the perimeter wall surrounding the subdivision and individual properties without the prior written approval of the Architectural Control Committee, as set forth in Paragraph 23 hereof.

33. LAKES AND ADJOINING LOTS: As to all of the lots which are waterfront lots, and as to the body of water designated on the plat as "Lake", the following restrictions shall be additionally applicable:

a. No boathouse, dock, wharf, seawall, or other structure of any kind shall be

erected, placed, altered, or maintained on the shores of "Lake" as shown on said Plat, unless the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, location with respect to topography and finish grade elevation, and as to desirability per se. It is the intention of this instrument to authorize the committee in its sole discretion to approve or disapprove any such boathouse, dock, wharf, seawall, or other structure on purely aesthetic grounds or any other grounds or for the reason that there should be no such boathouse, dock, wharf, seawall, or other structure on the waterfront except incorporated as part of the developers original design. 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. All existing structures which have not been approved by the Architectural Control Committee shall be removed by no later than January 1, 2003, unless the approval of the Architectural Control Committee for said structure is applied for and obtained before that date in accordance with paragraph 23 above.

b. No powerboat or other mechanically powered water craft or device propelled by other than manpower or sail shall be used or operated on "Lake", unless authorized by the Architectural Control Committee, which may prescribe rules and regulations governing such use or operation.

c. Shoreline contours of any "Lake", as defined herein, and the lots above or below water may not be changed without the written approval of the Architectural Control Committee. No lot shall be increased in size by filling in the water upon which it abuts.

d. "Lake" includes all water areas on the plat to the shoreline, whether or not the water area is over a portion of a lot. The term "waterfront lots" includes all lots any part of which lot touches the high water mark of "Lake".

34. ILLEGAL AND COMMERCIAL ACTIVITIES PROHIBITED:

a. No trade, business, profession, or commercial activity, or any other non-residential use, shall be conducted upon any portion of the residential property nor within the unit, if in connection with that use or for a commercial purpose, any common carriers, customers, clients or patients come onto the residential property or the road adjacent to the property. Any business, commercial activity or other non-residential use of the residential property which is apparent from the adjoining road, adjoining properties or parks and which is visible from the exterior of the property is prohibited even if no customers, clients or patients come onto or near the property.

b. Garage sales, estate sales, moving sales and yard sales shall not be deemed commercial activities and will be permitted, so long as they are conducted on the residential property no more than two days one time per calendar year, per home, regardless of any change in ownership throughout the one year period.

35. ANTENNAE, SOLAR HOT WATER SYSTEMS, SATELLITE DISHES AND A/C EQUIPMENT: Only television/F.M. stereo antennae and satellite dishes of an approved size and height shall be allowed. All exterior antennae or aerials shall be placed in the rear yard or patio of the Lot and in such a manner as to be as unobtrusive as possible, and in no event shall exceed a height greater than ten (10) feet above the highest point of the roof of the unit. All plans for the installation and location of a satellite dish or other exterior antennae or other communication equipment or devices must be first approved by the ACC. Said plans must be drawn to scale and clearly show compliance with ACC guidelines as to size and location, as are from time to time adopted by said committee. Solar hot water systems cannot be visible from the street or sidewalk and must be first approved by the ACC. No air conditioning equipment or equipment of any kind shall be installed on any roof or in any front yard. Any such equipment or device which is presently in use in any residential property within Miami Lakes without the approval of the ACC and which is not presently the subject of enforcement action, shall be removed by January 1, 2003 unless the approval of the ACC is applied for and obtained before that date.

36. PARKING OF MOTOR VEHICLES: Motor vehicles of any kind shall be parked only in areas designated under the survey for such purposes. Parking is prohibited in common access areas, rights-of-way, cul-de-sac islands, lawns, yards and non-paved areas. Unlicensed vehicles and inoperable vehicles or vehicles under repair may only be placed and kept on a lot in a closed garage.

37. GARAGE DOORS: All garage doors shall be maintained in a closed position when not in use to ensure the attractive appearance of the property and to safeguard the occupants of the home and their property.

38. AIR CONDITIONING UNITS: Air conditioning for any and all buildings within the subdivision shall be provided by central air conditioning units which shall be placed no further forward than the front building line and shall be screened, landscaped, and/or covered so as to keep it from being visible from the front or side streets adjoining the lot. No window or wall air conditioning units shall be permitted in any addition or new improvements located within the subdivision

39. TOP OF SLOPE LINE (SURVEY TIE LINE)/SEA WALL: No building, wall or other structure shall be built, erected, placed, altered or extended beyond the top of the slope line or sea wall (e.g., the survey tie line shown on the plat), except for certain open structures (such as gazebos, decks and walkways), which may be allowed if they comply with Architectural Control Committee established guidelines and receive the prior written approval of the Architectural Control Committee is obtained for such structures. In addition, the slope line shall not be altered by adding or removing fill or by erecting retaining walls. Any existing building or structure erected beyond the slope line of any residential property, and any alteration to the slope line of any residential property within Miami Lakes which has not been approved by the Architectural Control Committee and is not now the subject of a pending enforcement action, shall be removed and restored to its original condition and appearance by January 1, 2003 unless the approval of the Architectural Control Committee is applied

for and obtained before that date.

Part C - General Provisions

1. **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 each unless an instrument signed by the then owners of a two-thirds (2/3) majority of the lots in the described property, has been recorded, agreeing to change said covenants in whole or in part, and unless modified, amended or derogated by the Architectural Control Committee as provided for in Paragraph 22 above.

2. **ENFORCEMENT:** The Developer and the ACC have the statutory authority to enforce the Declaration of Restrictions, and the Rules and Covenants applicable to all residences within the Miami Lakes development, as well as all rules and covenants of the associations governing the residences. Each association and each individual member of the associations have the authority, by law, to enforce the Declaration of Restrictions and the Rules and Covenants of each association. The ACC and the Associations may seek enforcement of the above stated documents governing the residential properties within Miami Lakes as follows:

a. The Developer and/or the ACC may impose fines, not to exceed the statutory maximum per violation in force and effect at the time of the violation, against any homeowner, tenant or guest of a property violating the rules or the governing document. At the time of the recording of this declaration, the maximum fine allowed by law is \$50.00 per violation. Upon the Developer's or the ACC's election to impose a fine as a means to enforce the governing documents and rules, the fining entity shall present to the alleged violator, by certified mail, return receipt requested, by courier, or by hand delivery, written notice of the alleged violation of the governing documents and written notice of a hearing to be held no less than 14 days thereafter. At the hearing, the alleged violator shall be afforded an opportunity to be heard on the issues. The hearing shall be held before a fines committee of three or more Miami Lakes development homeowners who may or may not be members of the Association governing the subdivision in which the property is located. Said committee shall be appointed by the Developer or the ACC. The committee for the hearing must not be officers, directors, or employees of the developer or the ACC, or the spouse, parent, child, brother, or sister of an officer, director or employee of the developer or the ACC. A majority of the committee must affirmatively vote to impose the fine.

b. The Developer and/or the ACC may choose to enforce the rules and governing documents of Miami Lakes residential properties by proceedings in court against any person or persons, or other entity violating, attempting to violate, or threatening to violate any covenant, rule or restriction contained herein. The party or parties bringing such action may seek any type of legal and/or equitable relief available under the law. The covenants may be enforced by the Developer, the ACC, its successors or assigns, or by any owner of a lot in Miami Lakes, or by the

compulsory homeowners association in which the property is situated, if any is in full force and effect under the laws of the State of Florida. 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 to enforce or act indicate an intention of the Developer, the ACC, their successors, assigns, and/or the compulsory homeowners association to abandon such covenants or restrictions; nor shall such failure act to estop the Developer, the ACC, their successors, assigns or the compulsory homeowners association from enforcing any covenant or restriction contained herein. In the event that legal action is taken to enforce these covenants, rules and restrictions as herein provided, the Developer, the ACC, their successors, assigns, the compulsory homeowners association, the homeowner bringing the action, or any other party, if such party shall prevail, shall be entitled to recover all costs and expenses reasonably incurred. Said costs and expenses shall include, but not be limited to, reasonable attorney's fees, legal assistant's fees, fees actually incurred, court costs and all such costs for appellate review, if necessary.

c. Any amount awarded to the Developer, the ACC or to the compulsory homeowners association after a committee hearing or a legal proceeding in court by way of a ruling, final order or judgment, and any legal costs, attorney's fees or expenses incurred by the Developer, the ACC, or the compulsory homeowners association shall be deemed and shall constitute an assessment, as defined by statute, against the property which is the subject of the violation and legal action. The Developer, the ACC or compulsory homeowners association may file a claim of lien against any property against which a fine has been assessed by the violations enforcement committee if the fine imposed is not paid within the time allowed by the committee for the payment of said fine, not to exceed thirty (30) days. The Developer, the ACC or the compulsory homeowners association may also file a claim of lien against any property which is the subject of a legal action in which a judgment has been rendered in favor of them and in which attorney's fees, costs, or other compensation or damages have been awarded to them. Additionally, upon being recorded in the public records of Miami-Dade County, Florida, the final order or judgment entered against a homeowner, tenant, or guest of said property shall create a lien against the subject property which is subject to foreclosure in the event of non-payment or other failure to satisfy the order or judgment.

3. **SEVERABILITY:** Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

4. **ADDITIONAL RESTRICTIONS:** The Developer or the Architectural Control Committee may from time to time, in their sole discretion, modify, amend, derogate, or add to this Declaration of Restrictions.

5. **WAIVER:** The Developer or the Architectural Control Committee may waive, upon application being made to it, any one or more of the foregoing conditions, restrictions, limitations, or agreements, with respect to any designated lot or lots, upon finding such waiver would not be detrimental to the subdivision as a residential area of high standards, but any such waiver, which must be evidenced in writing, shall not be deemed or construed to be a waiver of any such condition,

restriction, limitation, or agreement with respect to any other lot.

6. CUMULATIVE EFFECT: All the provisions of this Declaration of Restrictions shall be deemed cumulative and in addition to provisions of the Declaration of Covenants and Restrictions providing for a compulsory homeowners' association for the subdivision, which instrument is to be recorded.

7. APPLICABILITY TO "P" TRACTS: Until the termination of the dedication and reversion of the "P" (Public Access) Tracts on the Plat of Miami Lakes, nothing (except as hereinafter noted) contained in this instrument shall apply to said Tracts, which have been dedicated to the perpetual use of the public for parks; provided, however, that the provisions of Part B, Paragraph 9 hereof are and shall be applicable. Upon such reversion, said Tracts shall be subject to all of the terms and conditions of this instrument, subject to such amendments as may be made by the Developer or the Architectural Control Committee, at such time so that, in its sole discretion, such Tracts may be utilized as building sites.

IN WITNESS WHEREOF, The Developer and Architectural Control Committee have caused this instrument to be executed as of the 3rd day of December, 2000.

Signed in the presence of:

Architectural Control Committee

Patricia A. Jones
Patricia A. Jones
Carol G. Wyllie
Carol G. Wyllie

By: [Signature]
PETER THALSON

Patricia A. Jones
Patricia A. Jones
Carol G. Wyllie
Carol G. Wyllie

By: [Signature]
MANDY FIGUEROA

Patricia A. Jones
Patricia A. Jones
Carol G. Wyllie
Carol G. Wyllie

By: [Signature]
George P. O'Fely

**FIFTH AMENDMENT TO
DECLARATION OF RESTRICTIONS
MIAMI LAKES-LOCH NESS SECTION
PLAT BOOK 93, PAGE 45**

TO THE PUBLIC:

Part A - Preamble:

This instrument is executed as of this 9th day of May, 2003, by the Miami Lakes Architectural Control Committee ("the ACC"), acting in accordance with the powers granted and assigned unto it in the Declaration of Restrictions by The Graham Companies, a Florida corporation, which was the owner and Developer of the land in Miami- Dade County, Florida described below

All of MIAMI LAKES-LOCH NESS SECTION ,
according to the Plat thereof, recorded in Plat Book 93,
Page 45, of the Public Records of Miami-Dade County, Florida.

WHEREAS, the Declaration of Restrictions for this Section was amended on December 3, 2000 to require the removal of all chain link fences within the Section by no later than January 1, 2003; and

WHEREAS, the ACC has reconsidered its decision to require that all chain link fences, regardless of their condition and location be removed by the above date,

NOW THEREFORE, effective upon the execution of this Amendment by the members of the Miami Lakes Architectural Control Committee, Part B, Paragraph 6. FENCES of the FOURTH Amendment to the Declaration of Restrictions for MIAMI LAKES-LOCH NESS SECTION shall be amended as follows:

All existing chain link fences which are in compliance with setback and slope line requirements set forth in the Declaration of Restrictions, as amended prior hereto, shall be permitted to remain on residential properties within this subdivision as they presently stand, except that:

1. Any and all chain link fences which presently are in disrepair or are in violation of setback or slope-line requirements shall be replaced with vinyl coated chain link, wood fencing, aluminum railing, prefabricated concrete, masonry or other materials which may be appropriate for the property, as may be approved by the ACC, by no later than January 1, 2003. An application for approval of the type and placement of the fence to be erected, together with a survey or plan showing

ORD # 21238, Page 4532

the location and specifications of the proposed fence or wall must be submitted to the Architectural Control Committee for approval prior to the installation of any fence. Once the proposed fence or wall is approved by the ACC, a permit from the Town of Miami Lakes must be obtained and the said fence must pass building and zoning department inspections.

2. Any presently existing fence of any material, which is in violation of the set back or slope requirements of the Declaration of Restrictions, but also has received verifiable approval from the Developer or the ACC for the height and location of said fence prior hereto shall be "grand-fathered" and may remain until such time as the fence falls into disrepair or is to be replaced for any other reason. Replacement fences may be installed only with the prior approval of the ACC and only in compliance with the setback or slope requirements regardless of the prior existing approval for the replaced fence.

3. Any presently existing fence which is now in good repair and properly located within a property, but which hereafter falls into disrepair, may be replaced, but only with vinyl coated chain link, wood fencing, aluminum railing, prefabricated concrete, masonry or other materials which may be appropriate for the property. An application for approval of the type and placement of the fence to be erected, together with a survey or plan showing the location and specifications of the proposed fence or wall must be submitted to the Architectural Control Committee for approval prior to the installation of any new replacement fence. Once the proposed new fence or wall is approved by the ACC, a permit from the Town of Miami Lakes must be obtained and the said fence must pass building and zoning department inspections.

4. In the event that a residential property has a fence in violation of the setback and slope requirements which has not been approved by the Developer or the ACC, the fence shall be removed. Upon the ACC's determination that there exists a fence violation on any residential property within the subdivision, the ACC shall give no less than 14 days notice of the fence violation to the homeowner and other persons in possession and shall give is not removed within the time the ACC gives the homeowner to comply, the ACC shall impose a fine against the property not to exceed \$100.00 per month. The homeowner shall have an opportunity to have his objection to the fine heard by a fines committee upon the homeowner's timely request for said hearing as more fully set forth in Paragraph 2a of the Fourth Amendment to the Declaration of Restrictions for this section. If a majority of the fines committee upholds the ACC decision to impose a fine, the fines committee may, if it deems appropriate, allot the homeowner a reasonable time period, for no less than fourteen (14) and no more than thirty (30) days, to remove the violation to the ACC's satisfaction. In the event that the fines committee either does not allot a correction period, or the homeowner fails to rectify the violation within the said

time allotment, the fines shall immediately become due and payable by the homeowner in their entirety.

Any duly imposed fine which is: (1) not challenged before the fines committee, (2) challenged and subsequently upheld by the fines committee with no time to cure being granted, or (3) challenged and subsequently upheld by the fines committee, with the violation not being removed within the time allotment granted, shall be remitted to the ACC immediately. Failure to pay the fine may result in the filing of a claim of lien against the subject property by the Miami Lakes Civic Association and the ACC to secure payment of the fine(s). A foreclosure action may be brought against the subject property to satisfy the lien and recover such attorney's fees, costs and interest as may be incurred as a result of the alleged violation.

IN WITNESS WHEREOF, The Architectural Control Committee has caused this instrument to be executed as of the 8th day of May, 2003.

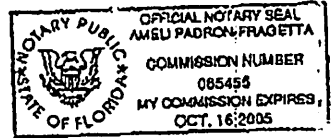
Signed in the presence of:
Patricia A. Jones
Patricia A. Jones
Patricia A. Jones
Patricia A. Jones
Patricia A. Jones
Patricia A. Jones

ARCHITECTURAL CONTROL COMMITTEE
Alberto Gonzalez
Gilbert E. Mojica
George P. Orfely
Kendall G. Elias
Dorothy G. Cook
J. Laed Howell

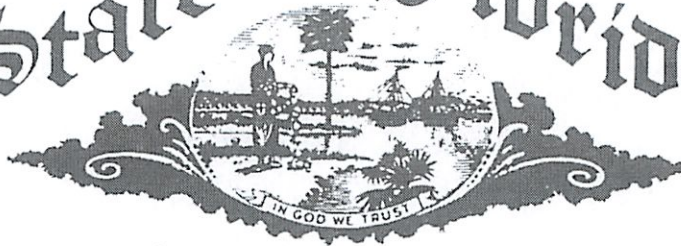
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The above and foregoing instrument was executed on the date above stated, before me, the undersigned authority, by the abovemembers of the ACC, who are personally known to me.

[Signature]
Notary Public, State of Florida



State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of LOCH NESS HOMEOWNERS ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, filed on November 15, 1977, as shown by the records of this office.

The document number of this corporation is 740776.



CR2EO22 (1-11)

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Seventh day of June, 2016

Ken Detzner

Ken Detzner
Secretary of State

EXHIBIT "B"

ARTICLES OF INCORPORATION
OF
LOCH NESS HOMEOWNERS ASSOCIATION, INC.

The undersigned subscribers, desiring to form a corporation not for profit under Chapter 617, Florida Statutes, as amended, hereby adopt the following Articles of incorporation:

ARTICLE I

NAME

The name of the corporation shall be Loch Ness Homeowners Association, Inc. which is hereinafter referred to as "the Association".

ARTICLE II

PURPOSES

The objects and purposes of the Association are those objects and purposes as are authorized by the Declaration of Covenants and Restrictions for Miami Lakes Loch Ness Section, dated as of July 17, 1972, and recorded July 25, 1972 in Official Records Book 7817, Page 583, Public Records of Dade County, Florida.

The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any member or individual person, firm, or corporation.

ARTICLE III

MEMBERS

Section 1. Membership. Every person who is a record owner of a fee or undivided fee interest in any lot in the Miami Lakes Loch Ness Section 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 an obligation shall not be a member.

Section 2. Voting Rights. Only those members who pay the dues shall be entitled to vote. There shall be only one vote for each lot.

A-1050

Section 3. Meetings of Members. The By-Laws of the Association shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting. A quorum for the transaction of business at any meeting of the members shall exist if ten members in good standing shall be present or represented at the meeting.

ARTICLE IV

CORPORATE EXISTENCE

The Association shall have perpetual existence.

ARTICLE V

BOARD OF DIRECTORS

Section 1. Management by Directors. The property, business and affairs of the Association shall be managed by a Board of Directors, which shall consist of not less than three persons, but as many persons as the Board of Directors shall from time to time determine. The By-Laws may provide that less than a majority of the directors in office shall constitute a quorum for the transaction of business. The By-Laws shall provide for meetings of directors, including an annual meeting.

Section 2. Original Board of Directors. The names and addresses of the first Board of Directors of the Association, who shall hold office until the first annual meeting of members in 1977 and until qualified successors are duly elected and have taken office, shall be as follows:

<u>Name</u>	<u>Address</u>
Barbara Spadaro	16504 Loch Ness Court
Joan Cataudella	16400 Loch Ness Lane
Arlene Steinberg	16503 Loch Ness Lane
Marty Distasio	16393 Stonehaven Rd.
Marty Burgess	16392 Stonehaven Rd.
Ed Steinberg	16503 Loch Ness Lane
Michael Beebe	16403 Loch Ness Lane
Tony Cataudella	16400 Loch Ness Lane

A-

Section 3. Election of Members of Board of Directors. Except for the first Board of Directors, directors shall be elected by the members of the Association at the annual meeting of the membership as provided by the By-Laws of the Association, and the By-Laws may provide for the method of voting in the election and for removal from office of directors. All directors shall be members of the Association or shall be authorized representatives, officers, or employees of corporate members of the Association.

Section 4. Duration of Office. Members elected to the Board of Directors shall hold office until the next succeeding annual meeting of members, and thereafter until qualified successors are duly elected and have taken office.

Section 5. Vacancies. If a director elected by the general membership shall for any reason cease to be a director, the remaining directors so elected may elect a successor to fill the vacancy for the balance of the unexpired term.

ARTICLE VI

OFFICERS

Section 1. Officers Provided For. The Association shall have a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board of Directors may from time to time elect.

Section 2. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provision of the By-Laws, shall be elected by the Board of Directors for terms of one year and until qualified successors are duly elected and have taken office. The By-Laws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies, and for the duties of the officers. The President and Vice President shall be directors; other officers may or may not be directors of the Association. If the office of President shall be unable or unavailable to act, any Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office other than that of the President shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

Section 3. First Officers. The names and addresses of the first officers of the Association, who shall hold office until the annual meeting of directors in 1977 and until successors are duly elected and have taken office, shall be as follows:

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	Barbara Spadaro	16504 Loch Ness Ct.
Vice President	Joan Cataudella	16400 Loch Ness Lane
Vice President	Arlene Steinberg	16503 Loch Ness Lane
Secretary	Marty Distasio	16393 Stonehaven Rd.
Treasurer	Marty Burgess	16392 Stonehaven Rd.

ARTICLE VII

BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles of Incorporation. Such By-Laws may be altered, amended or repealed either by the Board of Directors or in any manner set forth in the By-Laws.

ARTICLE VIII

AMENDMENTS

Amendments to these Articles of Incorporation shall be proposed and approved by the Board of Directors and thereafter submitted to a meeting of the membership of the Association for adoption or rejection.

ARTICLE IX

SUBSCRIBERS

The names and residence addresses of the subscribers to these Articles of Incorporation are:

<u>Name</u>	<u>Address</u>
Edwin A. Steinberg	16503 Loch Ness Lane, Miami Lakes, Fla., 33014
Tony Cataudella	16400 Loch Ness Lane, Miami Lakes, Fla., 33014
Michael Beebe	16403 Loch Ness Lane, Miami Lakes, Fla., 33014

IN WITNESS WHEREOF, the said subscribers have hereunto set their hands this 27 day of Sept. 1977.

[Signature]
Edwin A. Steinberg

[Signature]
Tony Cataudella

[Signature]
Michael Beebe

A-1050

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

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, the following named persons:

EDWIN A. STEINBERG
TONY CATAUDELLA
MICHAEL BEEBE

all to me well known and known to me to be the individuals described in and who executed the foregoing instrument, and acknowledged before me that they severally executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Miami, said County and State, this 19th day of September 1957.

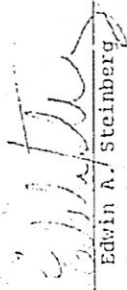

Notary Public, State of Florida at Large

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires July 7, 1959
Bonded by American Fire & Casualty Co.

ACCEPTANCE OF APPOINTMENT BY REGISTERED AGENT

pursuant to the provisions of the Florida General Corporation Act, the undersigned does hereby accept appointment as registered agent on which process may be served within the State of Florida for the proposed non-profit domestic corporation named in the foregoing Articles of Incorporation.

By: 
Edwin A. Steinberg

2301 Collins Avenue
Miami Beach, Florida 33139

①

By-Laws
of

11/15/1977

Lochness Homeowners Association, Inc.
A Corporation not for profit under the Laws of the State of Florida

Article I
Definitions

Section 1. "Association" shall mean and refer to the Lochness Homeowners Association, Inc., a non-profit corporation organized and existing under the laws of the State of Florida.

Section 2. The "Properties" shall mean and refer to: Lots 1 through 144, all inclusive, blocks 1 through 6, of Miami Lakes Lochness Section, according to the Plat thereof, recorded in Plat Book 93, Page 45, Dade County Public Records.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situation upon the Properties.

Section 4. "Member" shall mean and refer to all those owners who are members of the Association, as provided in Article III, Section 1, of the Articles of Incorporation of the Association.

Article II
Location

Section 1. The principal office of the Association shall be located at the residence address or business address, in Dade County, Florida, of the then President of the Association, or one of the Board Members.

Article III
Membership

Section 1. Membership of the Association is as set forth in Article III, Section 1, of the Articles of Incorporation of the Association.

Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessment is imposed against each Owner of, and becomes a lien upon, the Properties against which such assessments are made as provided by parts A, B and C of the Declaration of Covenants and Restriction to which the Properties are subject, which is dated July 17, 1972 and was recorded July 25, 1972 in official Records Book 7817 Page 583 Public Records of Dade County, Florida.

Article IV
Board of Directors

Section 1. The directors of the Association shall be elected at the annual meeting of the members as specified in the Articles of Incorporation. The election shall be decided by plurality vote.

Section 2. Any director may be removed from office at any time with or without cause by the affirmative majority vote of the Association membership.

Section 3. The first meeting of the duly elected Board of Directors, for the purpose of organization, shall be held immediately after the annual meeting of members, provided the majority of the members of the Board elected be present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the members of the Board elected shall not be present at that time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty days after

the annual meeting of members, upon three days' notice in writing to each member of the Board elected, stating the time, place and object of such meeting.

Section 4. Regular meetings of the Board of Directors may be held any place or places within Dade County, Florida, on such days and at such hours as the Board of Directors may, by resolution, appoint.

Section 5. No notice shall be required to be given of any regular meeting of the Board of Directors.

Section 6. Special meetings of the Board of Directors may be called at any time by the President or by any two members of the Board and may be held any place or places within or without the State of Florida and at any time.

Section 7. Notice of each special meeting of the Board of Directors, stating the time, place and purpose or purposes thereof, shall be given by or on behalf of the President or by or on behalf of the Secretary or by or on behalf of any two members of the Board to each member of the Board not less than three days by mail or one day by telephone or telegraph. Special meetings of the Board may also be held at any place and time without notice by unanimous waiver of notice by all the directors.

Section 8. At any meeting of the Board of Directors a quorum shall consist of a simple majority of the entire Board or four directors, whichever is fewer.

*
Board meeting

Article V
Officers

Section 1. Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

Section 2. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform all such duties as are properly required of him by the Board of Directors. In the absence or disability of the President, the Vice President shall perform the duties and exercise the powers of the President. The Secretary shall issue notices of all meetings of the membership of the Association and the directors where notices of such meetings are required by law or in these By-Laws. He shall keep the minutes of the meetings of the membership and of the Board of Directors.

Section 3. The Treasurer shall have the care and custody of all the moneys and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all moneys received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

Section 4. Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

Article VI
Meetings of Members

Section 1. The regular annual meeting of the members shall be held on the second Thursday of the month of April in each year beginning in 1977 at such time and place as shall be determined by the Board of Directors.

Section 2. Special meetings of the members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, or by any two or more members of the Board of Directors, or upon written request of the members who have a right to vote one-fourth of all the votes of the entire membership, or who have a right to vote one-fourth of the votes of the Class A membership.

Section 3. Notice may be given to the member either personally, or by sending a copy of the notice through the mail, postage thereon fully repaid, to his address appearing on the records of the corporation. Each member shall register his address with

the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed at least six days in advance of the meeting and shall set forth the general nature of the business to be transacted, provided however that if any business of any meeting shall involve any action governed by the Articles of Incorporation, or by the Declaration of Covenants and Restrictions, referred to in Article III, Section 2, hereof, applicable to the Properties, notice of such meeting shall be given or sent as therein provided.

* Section 4. The presence at the meeting of members entitled to cast ten votes shall constitute a quorum for any action governed by these By-Laws.

General meeting →

Article VII
Books and Papers

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any member of the Association.

Article VIII
Amendments

Section 1. These By-Laws may be amended, at a regular or special meeting: 1. of the members, by a vote of a majority of members present in person or by proxy, or 2. of the Board of Directors, provided that the notice to the directors of the meeting disclosed the information that the amendment of the By-Laws was to be considered; provided, however, as to amendments of these By-Laws by either method, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law, and provided further that any matters stated herein to be or which is in fact governed by the Declaration of Covenants and Restrictions referred to herein may not be amended except as provided in such Declaration.

Section 2. In case of any conflict between the Articles of Incorporation and these By-Laws, the articles shall control, and in the case of any conflict between the Declaration of Covenants and Restrictions referred to in Article III, Section 2 and these By-Laws, the Declaration of Covenants and Restrictions shall control.

WE HEREBY CERTIFY that the foregoing By-Laws of Loch ness Homeowners Association, Inc., a corporation not for profit under the laws of the State of Florida, were duly adopted by the Board of Directors of said Association in a meeting held for such purpose on the 15 day of November 1977.

Barbara Spadaro- President

Marty Distasio- Secretary

Marty Burgess- Treasurer



CFN 20070550176
DR Bk 25664 Pag 2079 - 20951 (17pgs)
RECORDED 06/01/2007 11:57:46
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

PREPARED BY
AND RETURN TO:
LAW OFFICES
JORGE R. ORTA, P.A.
13370 S.W. 131 ST. #105
MIAMI, FL 33156

This Instrument is executed as of this 8th day of JANUARY 2007
and recorded in
Off Record _____ Page _____

FIRST AMENDMENT TO THE BY-LAWS OF LOCHNESS
HOMEOWNERS ASSOCIATION INC.

A Corporation not for profit under the Laws of the State of Florida.

THIS BY-LAWS COVERS:

All of Miami Lakes Lochness Section, according to the Plat thereof,
recorded in Plat Book 93, Page 45, of the Public Records of Miami-Dade
County, Florida.

17

**BY-LAWS
Of**

**Lochness Homeowners Association Inc.
A Corporation not for profit under the Laws of the State of Florida**

**Article 1
DEFINITIONS**

Section 1. "Association" shall mean and refer to the Lochness Homeowners Association, Inc., a non-profit Corporation organized and existing under the laws of the State of Florida.

Section 2. The "Properties" shall mean and refer to: Lots 1 through 144, all inclusive, Blocks 1 through 6, of Miami Lakes Lochness Section, according to the Plat thereof, recorded in Plat Book 93, Page 45, and Dade County Public Records.

Section 3. "Owner" shall mean and refer to the records owner, whether one or more persons or entities, of the fee simple title to any lot situation upon the Properties,

**Section 4. "Member" shall mean and refer to all those owners who are members of the Association, as provided in Article III, Section 1, of the Articles of Incorporation of the Association, as shown below:
We have 144 members in the Lochness Subdivision:**

MEMBERS AND VOTING RIGHTS

MEMBERSHIP. Every person who is record owner of a fee or undivided fee interest in any lot in the Miami Lakes Lochness Section 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 an obligation shall not be a member.

VOTING RIGHTS. Only those members WHO PAY THE ANNUAL DUES and special assessments shall be entitled to vote for directors at the General Elections. There shall be only one vote for each lot.

To be an Officer or Director you must be up to date in your Annual dues and special assessments.

Since membership to the Association is mandatory under our Deed Restrictions, all members have the right to vote on all other issues, regardless of whether or not they are current in the payment of their annual dues, and special assessments.

MEETING OF MEMBERS. The By-Laws of the Association shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting. A quorum for the transaction of business at any meeting of the members shall exist if ten (10) members shall be present or represented at the meeting, including a minimum of 4 (four) Directors.

**Article II
LOCATION**

Section 1. The principal office of the Association shall be located at the residence address or business address, in Dade County, Florida, of the then President of the Association, or one of the Board Members. A P.O. Box could be used as mailing address.

**Article III
MEMBERSHIP**

Section 1. Membership to the Association IS MANDATORY, under our Deed Restriction and is as set forth in Article III, Section 1, of the Articles of Incorporation of the Association.

Section 2. The rights of membership are subject in certain cases to the payment of annual and special assessment levied by the Association, the obligation of which assessment is imposed against each Owner of, and becomes a lien upon, the Properties against which such assessments are made as provided by parts A, B and C of the Declaration of covenants and Restriction to which the Properties are subject, which is dated July 17, 1972 and was recorded July 25, 1972 in Official Records Book 7817, Page 583 Public Records of Dade County, Florida.

**Article IV
BOARD OF DIRECTORS**

The Directors of the Association shall be elected at the annual meeting of the members as specified in the Articles of Incorporation. The election shall be decided by plurality vote. Directors may not vote by Proxy or by Secret ballot at Board meetings, except that Secret ballots may be used in the election of officers.

BOARD MEETINGS. Meeting of the Board of Directors of an Association occurs whenever a quorum of the board gathers to conduct association business. ALL MEETINGS OF THE BOARD MUST BE OPENED TO ALL MEMBERS EXCEPT for meetings between the board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Notice of each board meeting must be mailed or delivered to each member at least 14 (fourteen) days before the meeting, except in an emergency.

Members have the right to attend all meetings of the board and to speak on any matter placed on the agenda by petition of the voting interests FOR AT LEAST 3 MINUTES. The Association may adopt written reasonable rules expanding the right of members to speak and governing the frequency, duration, and other manner of member statements, which rules must be consistent with this paragraph and may include a sign-up sheet for members wishing to speak. Notwithstanding any other law, the requirement that board meetings and committee meetings be open to the members is inapplicable to meetings between the board or a committee and the Association's Attorney, with respect to meetings of the board held for the purpose of discussing legal matters.

RECALL OF DIRECTORS.

Regardless of any provision to the contrary contained in the governing documents, subject to the provisions of s. 720.307 regarding transition of Association control, any member of the board of directors may be recalled and removed from office with or without cause by a majority of the total voting interest. 50% plus 1. A minimum of 73 of the 144 members must vote in favor of the recall of a Director.

The members may recall and remove a board director or directors by a vote taken at a meeting in person or by Proxy. A special meeting of the members to recall a director or directors of the board administration may be called by 10 percent of the voting interests (14 members), giving notice of the meeting as required for a meeting of members of no less than 14 days, and the notice shall state the purpose of the meeting.

The board shall duly notice and hold a board meeting within 5 full business days after the adjournment of the members meeting to recall one or more directors. At the meeting, the board shall certify the recall, in which case such member or members shall be recalled effective immediately and shall turn over to the board within 5 full business days any and all records and property of the Association in their possession.

If directors are removed or resign, the vacancy may be filled by the affirmative vote of a majority of the remaining directors. If vacancies occur on the board as a result of a recall and a majority or more of the board of directors are removed, the vacancies shall be filled by members voting in favor of the recall; if removal is at a meeting, any vacancies shall be filled by the members at the meeting. If the recall occurred by agreement in writing or by written ballot, members may vote for replacement directors in the same instrument.

When the recall of more than one board director is sought, the written agreement, ballot, or vote at a meeting shall provide for a separate vote for each board director sought to be recalled.

In an Association fails to fill vacancies on the board of directors sufficient to constitute a quorum in accordance with the by-laws, any member may apply to the circuit court that has jurisdiction over the community served by the Association for the appointment of a receiver to manage the affairs of the Association. At least 30 days before applying to the circuit court, the member shall mail to the Association, by certified or

registered mail, a notice describing the intended action, giving the Association 30 days to fill the vacancies. If during such time the Association fails to fill a sufficient number of vacancies so that a quorum can be assembled, the members may proceed with the petition. If a receiver is appointed, the homeowner's Association shall be responsible for the salary of the receiver, court costs, attorney's fees, and all other expenses of the receivership. The receiver has all the powers and duties of a duly constituted board of directors and shall serve until the Association fills a sufficient number of vacancies on the board so that a quorum can be assembled.

At any meeting of the Board of Directors a quorum shall consist of a simple majority of the entire Board or 4 (four) directors, whichever is fewer.

**Article V
OFFICERS**

The president shall be the chief executive officer of the Association. The president shall preside at all meeting of the members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform all such duties as are properly required of him by the Board of Directors. In the absence or disability of the President, the Vice President shall perform the duties and exercise the powers of the President. **THE SECRETARY SHALL ISSUE NOTICES OF ALL MEETINGS of the membership of the Association and the Directors where notices of such meetings are required by law or in these BY-LAWS. HE SHALL KEEP THE MINUTES OF THE MEETINGS OF THE MEMBERSHIP AND OF THE BOARD OF DIRECTORS. THE TREASURER SHALL HAVE THE CARE AND CUSTODY OF ALL THE MONEYS AND SECURITIES OF THE ASSOCIATION.**

He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all moneys received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

No officer or director shall issue Estoppel letters, satisfaction letters or releases of any kind, without first getting the approval of the rest of the Board. Such letters must be reported (copies) at the next regular meeting. All Estoppel letters must be signed by 2 Officers.

VACANCIES IN ANY OFFICE ARISING FROM ANY CAUSE MAY BE FILLED BY THE BOARD OF DIRECTORS AT ANY REGULAR OR SPECIAL MEETING.

**Article VI
MEETINGS OF MEMBERS**

ANNUAL MEETING. The Association shall hold a meeting of its members annually either in April or May for the transaction of any and all proper business at a time, date, and place stated in, or fixed in accordance with the by-laws. The election of directors must be held at, or in conjunction with, the annual meeting or as provided in the governing documents.

SPECIAL MEETINGS. Board meeting special meetings must be held at least quarterly when called by the board of directors or, unless a different percentage is stated in the governing documents, by at least 10 percent of the total voting interests of the Association. Business conducted at a special meeting is limited to the purposes described in the notice of the meeting.

CONTENT OF NOTICE. Notice of an annual meeting does not need to include a description of the purpose or purposes for which the "meeting is called. Notice of a special board meeting must include a description of the purposes for which the meeting is called.

NOTICE OF MEETINGS. The by-laws shall provide for giving notice to members of all member meetings, and they shall be deemed to provide the following: The Association shall give all parcel owners and members actual notice of all membership meetings, which shall be mailed, delivered, not less than 14 days prior to the meeting.

**Article VII
BOOKS AND PAPERS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any member of the Association.

BUDGETS/FINANCIAL/BANK ACCOUNTS

BUDGETS. The Association shall prepare an annual budget. **THE BUDGET MUST REFLECT THE ESTIMATED REVENUES AND EXPENSES FOR THAT YEAR AND THE ESTIMATED SURPLUS OR DEFICIT AS OF THE END OF THE CURRENT YEAR.** The budget must set out separately all fees of charges for recreational amenities, whether owned by the Association, the developer, or another person. **THE ASSOCIATION SHALL PROVIDE EACH MEMBER WITH A COPY OF THE ANNUAL BUDGET AT NO CHARGE TO THE MEMBER. THE COPY MUST BE PROVIDED TO THE MEMBER AT THE MEETING.**

FINANCIAL REPORTING. The Association shall prepare an annual financial report within 60 days after the close of the fiscal year. The Association shall provide each member with a copy of the annual financial report within 120 days from the end of the Fiscal year or a written notice that a copy of the financial report is available upon request at no charge to the member. Financial reports shall be prepared as follows:

An association that meets the criteria of this paragraph shall prepare or cause to be prepared a complete set of financial statements in accordance with generally accepted accounting principles.

The financial statements shall be based upon the association's total annual revenues, as follows:

A report of cash receipts and expenditures or a compiled financial statement in lieu of reviewed or audited financial statements.

All bank accounts must have checks, or withdrawals signed by 2 Directors. TWO (2) SIGNATURES ARE REQUIRED AT ALL TIMES. The financial and accounting records of the association, kept according to good accounting practices. ALL FINANCIAL AND ACCOUNTING RECORDS MUST BE MAINTAINED FOR A PERIOD OF AT LEAST 7 YEARS. The financial and accounting records must include:

1. Accurate, itemized, and detailed records of all receipts and expenditures.
2. A current account and a periodic statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment of other charge against the member, the date and amount of each payment on the account, and balance due.
3. All tax returns, financial statements, and financial reports of the association.
4. Any other records that identify, measure, record, or communicate financial information.
5. Original bank statements and cancelled checks or copies.
6. All other written records of the Association not specifically included in the foregoing which are related to the operation of the association.

INSPECTION AND COPYING OF RECORDS. The official records shall be maintained within the state and must be open to inspection and available for photocopying by members or their authorized agents at reasonable times and places within 10 business days after receipt of a written request for access. This may be complied with by having a copy of the official records available for inspection.

If the association has a photocopy machine available where the records are maintained, it must provide parcel owners with copies on request during the inspection if the entire request is limited to no more than 25 pages, or let them review all originals.

- a) **THE FAILURE OF AN ASSOCIATION TO PROVIDE ACCESS TO THE RECORDS WITHIN 10 BUSINESS DAYS AFTER THE RECEIPT OF A WRITTEN REQUEST CREATES A REBUTTABLE PRESUMPTION THAT THE ASSOCIATION WILLFULLY FAILED TO COMPLY WITH THIS SUBSECTION.**
- b) **A MEMBER WHO IS DENIED ACCESS TO OFFICIAL RECORDS is entitled to the actual damages for the association's willful failure to comply with this subsection. The minimum damages are to be \$50.00 per calendar day up to 10 days, the calculation to begin on the 11th business day after receipt of the written request. The Directors refusing to give access to the records shall also be liable for additional damages.**
- c) **The association may adopt reasonable written rules governing the frequency, time, location of the records to be inspected, but may not impose a requirement that a parcel owner demonstrate any proper purpose for the inspection, state any reason for the inspection. Records must be available for review evenings and weekends if necessary in the Miami Lakes area.**

PROXY VOTING. THE MEMBERS HAVE THE RIGHT TO VOTE IN PERSON OR BY PROXY. To be valid a proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and AUTOMATICALLY EXPIRES 90 DAYS AFTER THE DATE OF MEETING FOR WHICH IT WAS ORIGINALLY GIVEN. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy forms expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his or her place.

A PROXY DOES NOT HAVE TO BE NOTARIZED.

Notwithstanding the requirements that members be present in person in order to be counted in determining a quorum, **THE BYLAWS SHALL PERMIT VOTING BY LIMITED PROXY** or by mail, and members so voting shall be counted for determination of a vote for or against any motion.

ASSESSMENTS.

An increase in the current assessments may not be levied at a board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Written notice of any meeting at which special assessments will be considered or at which amendments will be considered must be mailed or delivered, to the members and parcel owners not less than 14 days before the meeting. Increases must have the approval of 50% plus one (1) of the majority of the total voting interest. A minimum of 73 out of 144 members must vote in favor of such increase.

DIRECTORS MAY NOT VOTE BY PROXY OR BY SECRET BALLOT AT BOARD MEETINGS, EXCEPT THAT SECRET BALLOTS MAY BE USED IN THE ELECTION OF OFFICERS. This subsection also applies to the meetings of any committee or other similar body, when a final decision will be made regarding the expenditure of association funds, and to anybody vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a member of the community.

IF 20 PERCENT OF THE TOTAL VOTING INTERESTS (28 MEMBERS) PETITION THE BOARD TO ADDRESS AN ITEM OF BUSINESS, the board shall at its next regular board meeting or at a special meeting of the board, but not **LATER THAN 60 DAYS** after the receipt of the petition, take the petitioned item up on an agenda.

The board shall give all members notice of the meeting at which the petitioned item shall be addressed in accordance with the 14 days notice requirement. **EACH MEMBER SHALL HAVE THE RIGHT TO SPEAK FOR AT LEAST 3 MINUTES** on each matter placed on the agenda by petition, provided that the member signs the sign-up sheet, if one is provided, or submits a written request to speak prior to the meeting. Other than addressing the petitioned item at the meeting, the board is not obligated to take any other action request by the petition, unless 50% plus 1 of the voting members approves the request. At least 73 of the 144 members must vote in favor of it.

MINUTES. Minutes of all meeting of the members of an association and of the board of directors of the association must be maintained in written form. A vote for or against abstention from voting on each matter voted upon for each director present at a board meeting must be recorded in the minutes.

OFFICIAL RECORDS

OFFICIAL RECORDS. The association shall maintain each of the following items, when applicable, which constitute the official records of the association:

- a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or other property that the association is obligated to maintain, repair, or replace.
- b) A copy of the bylaws of the association and of each amendment to the bylaws.
- c) A copy of the articles of incorporation of the association and of each amendment thereto.
- d) A copy of the declaration of covenants and a copy of each amendment thereto.
- e) A copy of the current rules of the homeowners' association
- f) The minutes of all meetings of the board of directors and of the members, which minutes must be retained for at least 7 years.

- g) A current roster of all members and their mailing addresses and parcel identifications. The association shall also maintain the electronic mailing addresses and the numbers designated by members for receiving notice sent by electronic transmission. The electronic mailing addresses and numbers provided by unit owners to receive notice by electronic transmission shall be removed from association records when consent to receive notice by electronic transmission is revoked. However, the association is not liable for an erroneous disclosure of the electronic mail address of the number for receiving electronic transmission of notices.**
- h) All of the association's insurance policies or a copy thereof, which policies must be retained for at least 7 years.**
- i) A current copy of all contracts to which the association is a party, including, without limitation, any bonding or Directors Liability Policy.**
- j) All bank statements and cancelled checks for the past 7 (seven) years.**

Article VIII

AMENDMENTS

Section 1. These By-Laws may be amended, at regular or special meeting of the members, by vote of majority of members present in person or by PROXY. We have 144 members (homeowners) a minimum of 50% plus 1=73 members must vote on the By-Laws amendments to be valid. The board of Directors, must provide notice 14 days ahead of the meeting date, to the directors and members, disclosing the information that the amendment of the By-Laws was to be considered; provided, however, as to amendments of these By-Laws by either method, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law, and provided further that any matters stated herein to be or which in fact governed by the Declaration of Covenants and Restrictions referred to herein may not be amended except as provided in such Declaration.

All 144 members must be given ahead of time, prior to the meeting a full copy of the proposed amended By-Laws.

Section 2. In case of any conflict between the Articles of Incorporation and these By-Laws, the amended By-Laws shall control, and in the case of any conflict between the Declaration of Covenants and Restrictions and these By-Laws, the Declaration of Covenants and Restrictions shall control.

ARTICLE IX OTHER CONDITIONS

- 1. DIRECTOR COMPENSATION. Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred.**
- 2. INDEMNIFICATION. Every officer and every director to the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed on him in connection with any proceeding or settlement of any proceeding to which he may be a party or in which he may become involved by reasons of his being or having been a director or officer of the Association whether or not he is a director or officer at the time such expenses are incurred, except with regard to expenses and liabilities incurred for any of the following:**
 - a) Breach of the fiduciary relationship provided by Florida Statutes.**
 - b) Willful and knowing failure to comply with the provisions of the Declaration of Deed restrictions, the By-Laws, or the Articles of Incorporation. In the event of settlement, where indemnification is appropriate, prior approval by the Board of Directors that such settlement is in the best interest of the Association is required.**
- 3. HOME OWNER COMPLAINTS OR INQUIRIES. When a home owner files a written complaint or inquiry by certified mail. The Board shall respond to the home owner within thirty (30) days of receipt of said complaint or inquiry. The Board shall give**

a substantive response to the complainant, or notify the Complainant that legal advice has been requested from the Association's counsel or the Division. The failure of the Association to respond within said thirty (30) days and to notify the home owner within the same thirty (30) days after the receipt of the complaint shall preclude the Association from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the complaint.

4. COLLECTION – INTEREST; ADMINISTRATIVE- LATE FEE; APPLICATION OF PAYMENTS.

Assessments or charges paid on or before 60 days after the date due SHALL NOT bear interest, but all sums not paid on or before 60 days shall bear interest at the highest lawful rate (now 18% per annum) from the date due until paid. The current \$25.00 mandatory Homeowner Association dues are due on the 1st day of January of each year. The annual fee (dues) is to be paid in advance. In addition to such interest the Association may charge an administrative late fee in an amount not to exceed the greater of \$25.00 or 5% of each installment of the assessment for which payment is late, or the maximum late fee permissible by law. All payments upon account shall be first applied to interest, then the late fee, then to any expenses of collection and costs and reasonable attorney's fees incurred and then to the assessment payment first due.

Only the Board of Directors could waive or reduce past due Fees. The majority of the Board members present must vote in favor of Such proposal.

5. COLLECTION-SUIT- The Association, at its option, may enforce collection of delinquent assessments or charges by suit at law, by foreclosure of the lien securing the assessments or charges, or by any other remedy available under the laws of the State of Florida, and in any event the Association shall be entitled to recover the payments which are delinquent at the time of

collection, judgment or decree, together with those which have become due by acceleration plus interest thereon and all costs incident to the collection and the proceedings, including Reasonable attorney's fees, including appeals. The Association must deliver or mail by certified mail to the home owner a written notice of its intention to foreclosure the lien as provided by law. ACCOUNTS. All sums collected from assessments or charges shall be credited to accounts from which shall be paid the expenses for which the respective assessments or charges are made.

6. **ASSOCIATION DEPOSITORY.** The depository of the Association shall be a bank Insured by FDIC. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors. **THE BOARD MUST REQUIRE TWO SIGNATURES ON CHECKS AND BANK DRAFTS.**
7. **COMMINGLING OF FUNDS PROHIBITED.** All funds shall be maintained separately in the Association's name. No agent, Attorney, employee, officer, or Director of the Association shall commingle any Association funds with his funds or with the funds of any other Association, or with those of any other entity, excluding Trust accounts.
8. **FINANCIAL REPORTS –** A complete financial report of actual receipts and expenditures of the Association shall be made annually and shall comply with Florida Laws, or as amended, as determined in the Rule based upon the amount of the Association's budget from time to time. A copy of the report shall be furnished to each member of the Association as provided by law, as amended from time to time and no less than once a year.
9. **FIDELITY BONDING.** The Association shall obtain and maintain adequate fidelity bonding in the minimum principal sum of \$1,000,000.00 and as the same could be amended from time to time. The Association shall bear the cost of bonding.

WE HEREBY CERTIFY that the foregoing Amendment to the By-Laws of Lochness Homeowners Association Inc., a Corporation not for profit under the laws of the state of Florida, were duly adopted by the Board of Directors of said Association in a meeting held for such purpose on the 8th day of January 2007.

Billy Estes -President
Billy Estes

Cesar Gaitan -Secretary
Cesar Gaitan

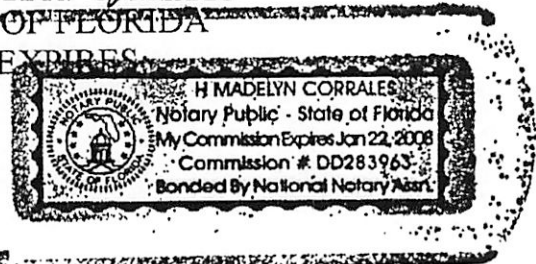
Sergio Campos -Treasurer
Sergio Campos

SWORN TO, and subscribed before me, by Billy Estes, President, who produced ID # E232-070-40-391-0 or personally known to me, and Cesar Gaitan, Secretary, who produced ID E350-107-57-241-0 or personally known to me, and Sergio Campos, Treasurer, who produced ID # C512-780-43-127-0 or personally known to me, this 8th of January, 2007.

STATE OF FLORIDA
COUNTY OF MIAMI DADE

H. Madelyn Corrales

Name: H. MADELYN CORRALES
NOTARY STATE OF FLORIDA
MY COMMISSION EXPIRES





CFN 2012R0709095
OR Bk 28300 Pgs 4151 - 41751 (25pgs)
RECORDED 10/04/2012 15:28:26
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Prepared by and return to:
Adriana H. Quirantes, Esq.
757 N.W. 27th Avenue
Second Floor
Miami, Florida 33125

This instrument is executed as of this 29 day of September
2012, and recorded in Miami-Dade County, Florida , in:

Official Record Book# _____ and pages # _____ to # _____.

Recorded _____ 2012.

CFN# _____

**SECOND AMENDMENT TO THE BY-LAWS OF
LOCH NESS HOMEOWNERS ASSOCIATION, INC.**

Loch Ness Homeowners Association, Inc., A corporation not-for-profit
under the Laws of the State of Florida.

**THESE BY-LAWS (Including Exhibit "A", "B" and "C")
COVER AND REFER TO:**

**ALL OF MIAMI LAKES LOCH NESS SECTION, ACCORDING TO
THE PLAT THEREOF, RECORDED IN PLAT BOOK #93,
PAGE #45, OF THE PUBLIC RECORDS OF MIAMI-DADE
COUNTY, FLORIDA.**

Page 1

Second Amendment to the By-Laws of Loch Ness Homeowners Association, Inc. (07-09-2012)

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EXHIBIT "A"

Amendments, Modifications and Additions to: ARTICLE VIII of LOCH NESS HOMEOWNERS ASSOCIATION, INC.'S HOUSE RULES

NEW LEASING AND RENTAL RULES (Regulation #18)

Below are the New Standard Rules adopted by the Loch Ness Homeowners Association, Inc., (hereinafter referred to as L.N.H.O.A.) on July 9th, 2012:

- 1) A unit owner intending to make a "bona fide" written or oral lease/ rental agreement of his or her unit, SHALL:
 - a. Provide L.N.H.O.A. with NOTICE of such intent on or before two (2) business days from the time the lease/rental agreement commences; and
 - b. Provide L.N.H.O.A. an original copy of the "*Landlord/Tenant Application Form*" (A copy of said application form is hereto attached, made a part hereof and marked Exhibit "B") containing the following:
 - i. EMERGENCY CONTACT TELEPHONE NUMBERS for the Landlord/Property Owner AND the Tenant(s); and
 - ii. All other requested information in said form; and
 - iii. Such other information as L.N.H.O.A. may require; and
 - iv. Original Signatures of the Landlord/Property Owner AND all Tenants; and
 - c. Have a duty to keep the L.N.H.O.A. informed of any change of emergency contact telephone numbers or any other information requested in said form in addition to any other such information which the L.N.H.O.A. may require from time to time.

- 2) L.N.H.O.A. SHALL NOT interfere or RESTRICT the Landlord/Property Owner from leasing or renting their unit to whomever he or she so chooses.
- 3) The Landlord/Property Owner SHALL provide his or her Tenant(s) with a copy of the "LOCH NESS HOMEOWNERS ASSOCIATION HOUSE RULES" (A copy of same is hereto attached, made a part hereof and marked Exhibit "C") which describes the L.N.H.O.A. rules, regulations and deed restrictions in a summary format.
- 4) The Board of the Loch Ness Homeowners Association may demand from the Landlord/Property Owner the termination of the Tenant(s)'s lease/rental agreement in the event of a total of three (3) or more violations of the Law or Town/L.N.H.O.A. code, rules, regulations and deed restrictions, that have gone unanswered, have not been dismissed by L.N.H.O.A. or cured as required by the Board of the L.N.H.O.A. within the time allotted.
- 5) This *New Leasing and Rental Rules (Regulation #18)* shall become effective and enforceable commencing January 1st, 2013 and shall not be enforced retroactively before then.
- 6) There SHALL be a ONE TIME Application Fee of Ten Dollars (\$10.00) to be paid by the Landlord/Property Owner to L.N.H.O.A. for the review by L.N.O.A. of the *Landlord/Tenant Application Form*.

**ADDITIONAL COMMENTS, NOTIFICATIONS,
AND CLARIFICATIONS:**

- The Loch Ness Homeowners Association has No legal authority over the Lessee/Tenant/Renter.
- The L.N.H.O.A. rules, regulations and deed restrictions are refer only to the obligations of the Landlord/Property Owner and are enforceable only against the Landlord/Property Owner.
- The L.N.H.O.A. cannot disapprove of the Lessee/Tenant/Renter and will not ask the Landlord/Property Owner nor the Tenant, for any credit, income, employment, or other financial information.

- The L.N.H.O.A. has the right to expect all residents of the unit, whether Landlord/Property Owner or Lessee/Tenant/Renter, to abide by the rules of the L.N.H.O.A.
- In the case of the Lessee/Tenant/Renter: It shall be the Landlord's responsibility to enforce the L.N.H.O.A. rules, regulations and deed restrictions; and not the responsibility or obligation of the L.N.H.O.A.
- If the Lessee/Tenant/Renter violates any rule, the Landlord/Property Owner shall be informed immediately by L.N.H.O.A of the violation, and the Landlord/Property Owner shall be expected to enforce the violation against the Lessee/Tenant/Renter. Nevertheless, the Landlord/Property Owner shall ultimately be fully responsible for any and all violations.
- If the violation provides for a Fine or Penalty, the Landlord/Property owner shall be levied for same as if he caused the violation himself/herself, since the Landlord is the property owner.
- It shall be the Landlord/Property Owner's decision or option to seek reimbursement from the Lessee/Tenant/Renter for the Fines or Penalties imposed upon him/her by the Town or the L.N.H.O.A.
- For the protection of the Landlord/Property Owner: IT IS RECOMMENDED by the L.N.H.O.A. that the Landlord/Property Owner make the "LOCH NESS HOMEOWNERS ASSOCIATION HOUSE RULES" a condition of all lease/rental agreements so that the Landlord/Property Owners MAY have the option of holding the security deposit or a portion thereof in the event that a Fine or Penalty is imposed upon the Landlord/Property Owner for a violation which may have been caused or is attributable to a Tenant, and/or MAY also opt to accelerate the termination of the lease/rental agreement for breach of the L.N.H.O.A. House Rules. (The recommendation herein is merely a suggestion and not to be interpreted as an interpretation of the law).
- IMPORTANT NOTICE TO LANDLORD/PROPERTY OWNERS: In 1972 the Deed Restrictions were filed by the DEVELOPER against

every Lot in the Loch Ness Subdivision, even before the first house was ever built. Accordingly, the Landlord/Property Owner(Member) SHALL ALWAYS be responsible for any and all violations concerning their unit(s).

VIOLATIONS BY MEMBERS AND REMEDIES

- A. The Landlord/Property Owner SHALL ALWAYS be responsible for the actions of the Lessee/Tenant/Renter(s) for the violation of any L.N.H.O.A. House Rules, Regulations, Deed Restrictions, By-Laws, Town, County , State and Federal Laws, CODES and ZONING LAWS. The Landlord/Property Owner may be subject to any and all remedies, including but not limited to injunction and recovery for damages (consequential, incidental or other form of damages), court and suit costs, attorney's fees, or any other means available under Florida Laws.**

- B. In the event of a violation by the Landlord/Property Owner or unit occupants (whether Lessor/Tenant/Renter or other occupant), the Board shall notify the Unit owner by written notice of said breach, transmitted by Regular Mail, Fax, or e-mail, and if such violation shall continue for a period of thirty (30) days from the date of the notice, then the Association shall have the right to treat such violation as intentional, inexcusable and material breach, thereof, and may then pursue any remedy available under Florida Laws.**

- C. In addition to the above, the Board, may impose Fines against the Unit owner not to exceed One Hundred Dollars (\$100.00) per month, for failure to comply with the provisions of the HOUSE RULES, REGULATIONS, DEED RESTRICTIONS, and BY-LAWS.**

- D. The LANDLORD/PROPERTY OWNER/UNIT OWNER shall always be responsible for the violations of occupants, tenants, and invitees. Each individual property owner, Lessee/Tenant/Renter and all the members of their family(ies), invitee(s), and guest(s) shall observe and comply with all rules and regulations which exist now, or may hereafter be promulgated, from time to time, by the LOCH NESS HOMEOWNERS ASSOCIATION, or the TOWN of MIAMI LAKES.**

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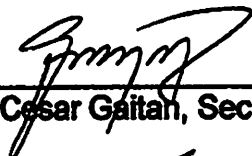
E. We hereby certify that the foregoing Second Amendment to the By-Laws and House Rules of the LOCH NESS Homeowners Association, Inc, A corporation not for profit under the Laws of the State of Florida, were duly adopted by the Board of Directors and approved by 110 Homeowners (80 %) of its members(Homeowners) of said Association in the meeting held for such purpose on July 9, 2012.

F. The L.N.H.O.A. shall not be liable to the Landlord/Property Owner or other homeowners for the actions of the Lessee/Tenant/Renter(s). The Landlord/Property Owner shall be exclusively responsible for damages, and nuisance practices of the Lessee/Tenant/Renter(s).

Signed and Sealed on this 29 day of September, 2012, by:



Sergio Campos, President and Treasurer



Cesar Gaitan, Secretary



Joe L. Pardo, Vice President

State of Florida/ County of Miami-Dade}

Sworn to and subscribed before me, by SERGIO CAMPOS, President and Treasurer of L.N.H.O.A, who produced (type of ID) C512-780-43-127-0 or who is personally known to me, and

Sworn to and subscribed before me, by Cesar Gaitan, Secretary of L.N.H.O.A., who produced (type of ID) C310107572510 or who is personally known to me, and

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Second Amendment to the By-Laws of Loch Ness Homeowners Association, Inc. (07-09-2012)

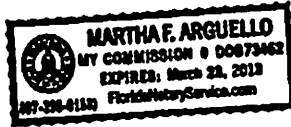
Sworn to, and subscribed before me, by Joe L. Pardo, Vice President of L.N.H.O.A., who produced (type of ID) P.630-432-65374-0 or who is personally known to me, on

This 29 day of September 2012.

x Martha E Arguello.
NOTARY SIGNATURE

MARTHA E ARGUELLO.
PRINTED NAME OF NOTARY

NOTARY SEAL



MY COMMISSION EXPIRES : March 23, 2013

EXHIBIT "B"

LOCH NESS HOMEOWNERS ASSOCIATION

8004 NW 154 STREET, SUITE # 411, Miami Lakes, FL 33016

Landlord/Tenant Application Form

This form is to be completed by the Loch Ness homeowner and the tenant and the original submitted to the Loch Ness Homeowners Association at the address indicated above.

In connection with the rental agreement dated on _____ for the rental of the residence located at _____ by and between

_____ as "Landlord" and _____ as "Tenant", the parties agree as follows:

1. Landlord has provided Tenant with a copy of the *Loch Ness Homeowners Association House Rules*, which describes the Homeowners Association Rules and Regulations and Deed Restrictions in a summary format ("Loch Ness Rules").
2. Tenant acknowledges receipt of the Loch Ness Homeowners Association House Rules and agrees to comply with them.
3. Landlord and Tenant understand that this Application Form will be filed with the Loch Ness Homeowners Association.
4. Tenant understand and agrees that he/she will be responsible and liable to the Landlord for any fines imposed as well as enforcement, legal and suit fees and costs the Association incurs while enforcing compliance of the Loch Ness House Rules against the Landlord for violations committed by the Tenant.

5. List of persons living in the unit/residence:

Name _____	Name _____
Name _____	Name _____
Name _____	Name _____
Name _____	Name _____

6. List of cars:

Make _____	Model _____	Tag number # _____
Make _____	Model _____	Tag number # _____
Make _____	Model _____	Tag number # _____
Make _____	Model _____	Tag number # _____
Make _____	Model _____	Tag number # _____

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Second Amendment to the By-Laws of Loch Ness Homeowners Association, Inc. (07-09-2012)

Make _____ Model _____ Tag number # _____
Make _____ Model _____ Tag number # _____
Make _____ Model _____ Tag number # _____

Landlord:

Tenant

Date: _____

Date: _____

Name _____

Name _____

Home Phone: _____

Home phone: _____

Cell # _____

Cell # _____

E-Mail Address: _____

E-Mail Address: _____

Home Address: _____

Emergency Contact Name:

Emergency Contact Name

Emergency Contact Phone: _____

Emergency Contact Phone: _____

Landlord's Signature

Tenant's Signature

X _____

X _____

EXHIBIT "C"

LOCH NESS HOMEOWNERS ASSOCIATION

8004 NW 154 STREET, SUITE # 411, Miami Lakes, FL 33016

HOUSE RULES (Updated July 2012)

Association Rules, Regulations and Deed Restrictions.

TABLE OF CONTENTS

- 1)-By-Laws and mandatory membership.**
- 2)-Use restrictions// Lawful use.**
- 3)-Exterior Appearance.**
- 4)-Modification/remodeling of home and landscaping.**
- 5)-Parking/Prohibited situations.**
- 6)-Noise/Nuisance Activities.**
- 7)-Sanitation/Garbage and Trash collection dates.**
- 8)-Clothes lines and Christmas decoration rules.**
- 9)-Animal and Pets rules.**
- 10)-Prohibition of Commercial vehicles, trucks, etc.**
- 11)-Care & Appearance of Premises.**
- 12)-Drainage/ State & County regulations.**

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Second Amendment to the By-Laws of Loch Ness Homeowners Association, Inc. (07-09-2012)

- 13)-Power boat restrictions using our lakes.
 - 14)-Unauthorized Business and Commercial Activities.
 - 15)-Complaints & report of violations and criminal acts.
 - 16)-Violation of HOUSE RULES.
 - 17)-TOWN RULES, CODES and REGULATIONS.
 - 18)-LEASING & RENTAL rules and regulations.
 - 19)-REMARKS FROM THE ASSOCIATION.
-
-

1)-By-Laws and mandatory membership.

Since 1972 membership to the Homeowners Association has been made mandatory, as per the Declaration of Covenants and Restrictions recorded July 25, 1972, in O.R.B.# 7817. Page # 583 of the public records of Miami-Dade COUNTY, FLORIDA.

THE AMENDED BY-LAWS approved January 8, 2007 by 61.3% of all homeowners (89 members) was recorded June 1, 2007 in O.R.B #25664, Pages #2079 to #2095 of the public records of Miami-Dade COUNTY, FLORIDA.

Florida Law required 51% approval. It was approved by 61%.

2)-USE RESTRICTION / LAWFUL USE.

Loch Ness is Zoned for Single Family residences. Each home in Loch Ness Subdivision is restricted to residential use by the Owners, thereof, their immediate families, guests & invitees.

At no time may the Unit be used by more persons than that for which it is designed, under our area Zoning Laws.

For the purpose of our Miami Lakes Deed Restrictions, filed in 1972 for all Loch Ness Homes: A single family home shall consist of :

- a)-One person residing alone or with no more than one other person, who is unrelated by blood to any other person residing in the home, or**
- b)-Two (2) or more persons who are each related to another by blood within one degree of consanguinity; or**
- c)-Married Couples and their children; or**
- d)-Two (2) persons cohabiting as life partners and any child or parent of one or both of the persons cohabiting; or**
- e)-A unit consisting of one and no more persons unrelated by blood to any other person residing in this single family home.**

3)-EXTERIOR APPEARANCE OF HOME.

The exterior of the building, including the land on the lot, shall not be painted, decorated or modified by any owner in any manner, WITHOUT THE CONSENT of the TOWN of MIAMI LAKES, and in many cases, approval by the ASSOCIATION (H.O.A.), which consent may be withheld on purely aesthetic ground within the sole discretion of the Town or the H.O.A..

The President and another Executive Director, must approve all applications. Two (2) directors signatures are required.

According to the DEED RESTRICTIONS "ALL PAINTS used shall be SUBDUE in tone. Colors should be SOFT and UNOBTRUSIVE, and should harmonize with the other homes in the subdivision". When in doubt consult with your Association.

4)-MODIFICATION/REMODELING OF YOUR HOME AND LAND AREA PROPERTY.

The Association will not charge you a fee for approving your application. The Town may have a fee depending on the type of remodeling or modification requested. Please note that our application, is posted in the internet, or call us for it.

Construction of Gazebos, storage sheds, Jacuzzi s, hot tubs, decks, pools, driveways, fences, removing trees, and drastic changes in landscaping of your front yard, will need Town and H.O.A. approval. Outside Paint Colors, may need only H.O.A. Approval.

5)-PARKING/PROHIBITED SITUATIONS.

Parking inside the grass of any of our neighborhood parks is STRICTLY PROHIBITED. Violators will be fined and cars will be removed by a Towing Company at your expense.

OVERNIGHT PARKING in the SWALE areas in front of your home between the hours of 12:00 Midnight and 6:00 A.M. is also not permitted by TOWN & H.O.A. codes.

6)-NOISE/NUISANCE ACTIVITIES.

NO Noxious or offensive activity shall be carried on any house that may become annoyance or nuisance to the neighborhood.

Any loud, disruptive or inappropriate noise originating in any property in LOCH NESS, is PROHIBITED. This includes any electronic equipment. If you are having a PARTY in your home, please keep the music and noise level DOWN, after 10 P.M. Monday thru Thursday plus Sunday. And keep the music and noise levels down after 11 P.M. on Friday and Saturday Nights.

7)-SANITATION/GARBAGE COLLECTIONS.

The GREEN Garbage Disposal in Loch Ness is collected around

7 A.M. Tuesdays and Fridays. The BLUE Trash Disposal is collected Every other Friday, around 10 A.M. You MUST REMOVE all containers from the curbside by not later than 7 P.M. on the day of the regular collection, as soon as you arrive home.

SCHEDULE OF BULKY WASTE PICKUP.

If you have furniture, appliances, or a lot of yard trash that needs to be disposed off, YOU MUST call 3-1-1 number, at our County Waste Management Dept. They will pick up FREE of charge twice a year, up to the equivalent of 1 truck load each time. You will be fined if you dump waste at the curb without calling them.

NEIGHBORHOOD TRASH AND RECYCLING CENTERS.

There is a nearby recycling center at Palm Springs North, located at 7870 NW 178 ST. They are opened 7 days a week, from 7 A.M. to 5:30

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p.m., except Holidays. They provide a convenient DO-IT –YOURSELF disposal option for household trash, tree and yard cuttings, auto tires, broken electronics, refrigerators, T.V's and other waste you wish to take to them. You need to take your driver's License with you, to show that you live in our area.

8)-CLOTHES LINES & CHRISTMAS DECORATIONS. What to do, or not to do?

NO outside clothes lines are permitted. Also, all lighting after Christmas ,or other HOLIDAY decorations must be taken down and storage no later than 30 days after the Holiday Event.

Your old Christmas TREE will be collected Free of Charge, approximately around the 15 of January of each year. To be sure of the exact date, please call #3-1-1 at our County Sanitation Dept for details.

9)-ANIMAL AND PETS. What you need to know and do.

NO livestock or poultry can be kept on any Miami Lakes Home. With regards to the number of DOGS or CATS that the owner is allowed, please contact the TOWN or the COUNTY for that information. All DOGS and most pets, require LICENSING.

All dogs and cats shall be maintained in a quiet and orderly fashion, so as not to disturb other nearby homeowners, or allow pets to run freely in someone else property. Please keep pets in your property and avoid friction with your neighbors.

10)-PROHIBITION OF COMMERCIAL VEHICLES AND OTHER PROHIBITED SITUATIONS.

NO vehicles such as: cars or pick up trucks with BUSINESS SIGNS, owned by you, or any of the owners or tenant residents, or visitors, are allowed in your driveway or property, between the hours of 7 P.M. and 7 A.M. , UNLESS they could be kept INSIDE YOUR GARAGE, at all times, with the garage door fully closed. NO TRUCKS, CAMPERS, MOTOR HOMES, BOATS, BOAT TRAILERS, JET-SKIES are EVER allowed to be kept in your property UNLESS, they could fit inside your garage, and you could keep them there, with the door fully closed.

11)-CARE AND APPEARANCE OF PREMISES.

Deed Restrictions call for Roofs, driveways and sidewalks to be pressure clean. STAINS must be removed and the HOME must be painted ,as often as necessary. The GRASS must be cut and if dead, it must be replaced, also as often as necessary. The Town will issue a notice of Violation, followed by a FINE if the property is not given a general satisfactory maintenance.

12)- DRAINAGE.

NO Construction or changes in the elevation or composition of the land in your property shall be made, which will cause SURFACE WATER to flow onto the adjoining neighbors property. Do not sweep leaves and trash into the STREET DRAIN, close to your home. In fact, try to keep STREET DRAINS clean during the rainy season.

13)- POWER BOAT RESTRICTIONS.

According to our Deed Restriction, no power boats shall be launched in the Miami Lakes area, Lakes and Canals, unless approval or a permit is given by the TOWN of MIAMI LAKES.

14)-UNAUTHORIZED COMMERCIAL OR BUSINESS ACTIVITIES (except Home Offices).

No commercial activities such as: Selling or repairing cars. Selling of equipment, or any other type of business which will constitute using your residential home for Business Use is EXTRICTLY PROHIBITED in the LOCH NESS SUBDIVISION.

HOME OFFICE is the only exception to the rule, as per TOWN code 6.2. A home office shall be permitted, subject to the following limitations:

1)-The area devoted to a home office shall not exceed 200 Sq.ft of living area, including the garage.

2)-The home office must be conducted by the members of the household.

3)-NO SIGNS identifying or advertising the home office may be posted or displayed on the premises, and NO vehicle with any signs displaying the Home office use, may be located in the premises.

4)-There shall be NO change in the outside residential character of the building, or land, as a result of the conduct of such home office use, including the garage, or any visible evidence thereof.

15)-COMPLAINTS AND REPORTS OF VIOLATIONS AND/CRIMINAL ACTIVITIES.

The Town of Miami Lakes and this Association has supplied our homeowners with a list of the emergency numbers. IF you are not sure who or where to call. Dial their main number#305-364-6100. The Town executive offices and Police dept is now located at:

15150 NW 79 CT, Miami Lakes, Fla 33016.

Save this contact list for emergency Use.

1)-Mayor MICHAEL PIZZI #305-364-6100

His e-mail is: Pizzim@miamilakes-fl.gov

2)-Councilman Nelson Hernandez #305-364-6100

His e-mail is: Hernandezn@miamilakes-fl.gov

3)- POLICE TOWN COMMANDER-RICHARD AMION.

24 HOUR POLICE NUMBERS#305-827-4020

OR 305-525-6678.

4)-Town Manager- ALEX REY #305-364-6100

His e-mail is: Reya@miamilakes-fl.gov

5)-HIRAM SIABA- For Roads and Street lighting problems.

E-mail is: Siabah@miamilakes-fl.gov and #305-364-6100

6)-FOR CODE VIOLATIONS AND CODE COMPLIANCE.

A)- LOURDES SOSA. B)- DAVID OFSTEIN. #305-364-6100

E-mail is: Ofsteind@miamilakes-fl.gov

7)-PARKS AND RECREATION DEPT. Cutting of swale and park area trees, park reservation and anything dealing with parks and trees.

TONY LOPEZ-Park Manager. Call #305-364-6100

E-mails is : lopezt@miamilakes-fl.gov

16)-VIOLATION OF HOUSE RULES.

Except for calling #911 in cases of extreme emergencies, when you want to report a CONFIDENTIAL potential crime or a code violation, please feel free to call the 24 hour police hot line or call or write e-mails to David Ofstein, director of Code Enforcement, and if you wish to talk to someone in Spanish, then please call his assistant LOURDES SOSA at 305-364-6100

Your association and the Town of Miami Lakes are listed in the internet. You could reach your Association by E-mail by reaching.,

Editor@sergiocamposonline.com. You could also review a lot of important information by going to:www.sergiocamposonline.com, and there you will be able to obtain a lot of emergency numbers of the State, County, School Board, and Town facilities.

VIOLATION OF HOUSE RULES OF H.O.A.

Please report any violations to your Homeowners association.

17)-TOWN RULES, CODES AND REGULATIONS.

In addition to the Association House rules and Deed Restriction here contained, we have Town codes and regulations covering many different areas. Please contact the Town at 305-364-6100 for details. Town codes and rules are now in the internet.

Rule #18 was approved by the Board at the April 9, 2012 Board Meeting. Then submitted to all 145 homeowners for review and final approval by not later than July 9, 2012. At the Board Meeting of July 9, 2012, regulation #18 was approved by 110 homeowners (80%).

NEW LEASING AND RENTAL RULES (Regulation #18)

Below are the New Standard Rules adopted by the Loch Ness Homeowners Association, Inc., (hereinafter referred to as L.N.H.O.A.) on July 9th, 2012:

- 1) A unit owner intending to make a "bona fide" written or oral lease/ rental agreement of his or her unit, SHALL:
 - a. Provide L.N.H.O.A. with NOTICE of such intent on or before two (2) business days from the time the lease/rental agreement commences; and
 - b. Provide L.N.H.O.A. an original copy of the "*Landlord/Tenant Application Form*" (A copy of said application form is hereto attached, made a part hereof and marked Exhibit "B") containing the following:

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Second Amendment to the By-Laws of Loch Ness Homeowners Association, Inc. (07-09-2012)

- i. **EMERGENCY CONTACT TELEPHONE NUMBERS** for the Landlord/Property Owner AND the Tenant(s); and
 - ii. All other requested information in said form; and
 - iii. Such other information as L.N.H.O.A. may require; and
 - iv. Original Signatures of the Landlord/Property Owner AND all Tenants; and
 - c. Have a duty to keep the L.N.H.O.A. informed of any change of emergency contact telephone numbers or any other information requested in said form in addition to any other such information which the L.N.H.O.A. may require from time to time.
- 2) L.N.H.O.A. SHALL NOT interfere or RESTRICT the Landlord/Property Owner from leasing or renting their unit to whomever he or she so chooses.
- 3) The Landlord/Property Owner SHALL provide his or her Tenant(s) with a copy of the "LOCH NESS HOMEOWNERS ASSOCIATION HOUSE RULES" (A copy of same is hereto attached, made a part hereof and marked Exhibit "C") which describes the L.N.H.O.A. rules, regulations and deed restrictions in a summary format.
- 4) The Board of the Loch Ness Homeowners Association may demand from the Landlord/Property Owner the termination of the Tenant(s)'s lease/rental agreement in the event of a total of three (3) or more violations of the Law or Town/L.N.H.O.A. code, rules, regulations and deed restrictions, that have gone unanswered, have not been dismissed by L.N.H.O.A. or cured as required by the Board of the L.N.H.O.A. within the time allotted.
- 5) This *New Leasing and Rental Rules (Regulation #18)* shall become effective and enforceable commencing January 1st, 2013 and shall not be enforced retroactively before then.
- 6) There SHALL be a ONE TIME Application Fee of Ten Dollars (\$10.00) to be paid by the Landlord/Property Owner to L.N.H.O.A. for the review by L.N.O.A. of the *Landlord/Tenant Application Form*.

**ADDITIONAL COMMENTS, NOTIFICATIONS,
AND CLARIFICATIONS:**

- The Loch Ness Homeowners Association has No legal authority over the Lessee/Tenant/Renter.
- The L.N.H.O.A. rules, regulations and deed restrictions are refer only to the obligations of the Landlord/Property Owner and are enforceable only against the Landlord/Property Owner.
- The L.N.H.O.A. cannot disapprove of the Lessee/Tenant/Renter and will not ask the Landlord/Property Owner nor the Tenant, for any credit, income, employment, or other financial information.
- The L.N.H.O.A. has the right to expect all residents of the unit, whether Landlord/Property Owner or Lessee/Tenant/Renter, to abide by the rules of the L.N.H.O.A.
- In the case of the Lessee/Tenant/Renter: It shall be the Landlord's responsibility to enforce the L.N.H.O.A. rules, regulations and deed restrictions; and not the responsibility or obligation of the L.N.H.O.A.
- If the Lessee/Tenant/Renter violates any rule, the Landlord/Property Owner shall be informed immediately by L.N.H.O.A of the violation, and the Landlord/Property Owner shall be expected to enforce the violation against the Lessee/Tenant/Renter. Nevertheless, the Landlord/Property Owner shall ultimately be fully responsible for any and all violations.
- If the violation provides for a Fine or Penalty, the Landlord/Property owner shall be levied for same as if he caused the violation himself/herself, since the Landlord is the property owner.
- It shall be the Landlord/Property Owner's decision or option to seek reimbursement from the Lessee/Tenant/Renter for the Fines or Penalties imposed upon him/her by the Town or the L.N.H.O.A.
- For the protection of the Landlord/Property Owner: IT IS RECOMMENDED by the L.N.H.O.A. that the Landlord/Property

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Second Amendment to the By-Laws of Loch Ness Homeowners Association, Inc. (07-09-2012)

Owner make the "**LOCH NESS HOMEOWNERS ASSOCIATION HOUSE RULES**" a condition of all lease/rental agreements so that the Landlord/Property Owners **MAY** have the option of holding the security deposit or a portion thereof in the event that a Fine or Penalty is imposed upon the Landlord/Property Owner for a violation which may have been caused or is attributable to a Tenant, and/or **MAY** also opt to accelerate the termination of the lease/rental agreement for breach of the L.N.H.O.A. House Rules. (The recommendation herein is merely a suggestion and not to be interpreted as an interpretation of the law).

- **IMPORTANT NOTICE TO LANDLORD/PROPERTY OWNERS:** In 1972 the Deed Restrictions were filed by the DEVELOPER against every Lot in the Loch Ness Subdivision, even before the first house was ever built. Accordingly, the Landlord/Property Owner(Member) **SHALL ALWAYS** be responsible for any and all violations concerning their unit(s).

VIOLATIONS BY MEMBERS AND REMEDIES

- A. The Landlord/Property Owner SHALL ALWAYS be responsible for the actions of the Lessee/Tenant/Renter(s) for the violation of any L.N.H.O.A. House Rules, Regulations, Deed Restrictions, By-Laws, Town, County , State and Federal Laws, CODES and ZONING LAWS. The Landlord/Property Owner may be subject to any and all remedies, including but not limited to injunction and recovery for damages (consequential, incidental or other form of damages), court and suit costs, attorney's fees, or any other means available under Florida Laws.**
- B. In the event of a violation by the Landlord/Property Owner or unit occupants (whether Lessor/Tenant/Renter or other occupant), the Board shall notify the Unit owner by written notice of said breach, transmitted by Regular Mail, Fax, or e-mail, and if such violation shall continue for a period of thirty (30) days from the date of the notice, then the Association shall have the right to treat such violation as intentional, inexcusable and material breach, thereof, and may then pursue any remedy available under Florida Laws.**

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Second Amendment to the By-Laws of Loch Ness Homeowners Association, Inc. (07-09-2012)

- C. In addition to the above, the Board, may impose Fines against the Unit owner not to exceed One Hundred Dollars (\$100.00) per month, for failure to comply with the provisions of the HOUSE RULES, REGULATIONS, DEED RESTRICTIONS, and BY-LAWS.
- D. The LANDLORD/PROPERTY OWNER/UNIT OWNER shall always be responsible for the violations of occupants, tenants, and invitees. Each individual property owner, Lessee/Tenant/Renter and all the members of their family(ies), invitee(s), and guest(s) shall observe and comply with all rules and regulations which exist now, or may hereafter be promulgated, from time to time, by the LOCH NESS HOMEOWNERS ASSOCIATION, or the TOWN of MIAMI LAKES.
- E. We hereby certify that the foregoing Second Amendment to the By-Laws and House Rules of the LOCH NESS Homeowners Association, Inc, A corporation not for profit under the Laws of the State of Florida, were duly adopted by the Board of Directors and approved by 110 Homeowners (80 %) of its members(Homeowners) of said Association in the meeting held for such purpose on July 9, 2012.
- F. The L.N.H.O.A. shall not be liable to the Landlord/Property Owner or other homeowners for the actions of the Lessee/Tenant/Renter(s). The Landlord/Property Owner shall be exclusively responsible for damages, and nuisance practices of the Lessee/Tenant/Renter(s).

19)- REMARKS FROM THE ASSOCIATION.

The House Rules are designated to make living for you and your neighbors PLEASANT and COMFORTABLE. The restrictions imposed by the Graham Company in the Deed Restrictions. First filed in 1972, were made for the mutual benefit of all.

VIOLATION BY MEMBERS AND REMEDIES:

Violations of the House Rules, Deed Restrictions, By-Laws, Town codes and Zoning laws, may subject the violators to any and all remedies, including but not limited to injunction and recovery for damages, court fees, and costs, attorney's fees, or any other mean available under Florida Laws. In the event of a violation by the Unit owner or unit occupants, the BOARD shall notify the unit owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of thirty(30) days from the date of notice, then the Association shall have the right to treat such violation an intentional, inexcusable & material breach, thereof, and may then pursue any remedy available under Florida Laws.

FINES: The directors may, impose fines against a unit homeowner not to exceed \$100 per month, for failure to comply with the provisions of the HOUSE RULES, DEED RESTRICTIONS AND BY-LAWS. The unit owner shall also be responsible for the violations of occupants, tenants and invitees.

Each individual unit owner, lessee(renter) and all of the members of their family, invitees and guests shall observe and comply with all rules and regulations which exist now, or may hereafter be promulgated, from time to time, by the Association, The Town of Miami Lakes, and the Graham Company(developer) under our Deed Restrictions.

The information disclosed in the House Rules Summary package, may not contain all Deed restrictions, Town and House Rules, because doing so would necessitate printing hundreds of pages. When in doubt, please consult with the Town of Miami Lakes or your Loch Ness Homeowners Association.

Respectfully,

LOCH NESS HOMEOWNERS ASSOCIATION



CFN 2014R0640074
DR Bk 29309 Pgs 1253 - 1259 (7pgs)
RECORDED 09/15/2014 15:24:51
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Prepared by and return to:
Adriana H. Quirantes, Esq.
A.H. Quirantes & Associates, P.A.
757 N.W. 27th Avenue
Second Floor
Miami, Florida 33125

This instrument is executed as of this 14 day of MAY,
2014, and recorded in Miami-Dade County, Florida, in:

Official Record Book# 25664 and pages # 2079 to # 2095.

Recorded 6/1/2014 2014.

CFN# 2007ROSSO176

**THIRD AMENDMENT TO THE BY-LAWS OF
LOCH NESS HOMEOWNERS ASSOCIATION, INC.**

Loch Ness Homeowners Association, Inc., A corporation not-for-profit
under the Laws of the State of Florida.

THESE BY-LAWS COVER AND REFER TO:

ALL OF MIAMI LAKES LOCH NESS SECTION, ACCORDING TO
THE PLAT THEREOF, RECORDED IN PLAT BOOK #93,
PAGE #45, OF THE PUBLIC RECORDS OF MIAMI-DADE
COUNTY, FLORIDA; and

Page 1

Third Amendment to the By-Laws of Loch Ness Homeowners Association, Inc. (04-11-2014)

*Per
with*

EXHIBIT "A"

Amendments, Modifications and Additions to: LOCH NESS HOMEOWNERS ASSOCIATION, INC.'S BY-LAWS & HOUSE RULES

NEW REGULATIONS FOR THE ASSOCIATION AND ITS ELECTED AND/OR APPOINTED DIRECTORS

1)- The following Act shall be effective as of July 1st, 2013: After 90 days of being elected or appointed, all elected and/or appointed Directors shall CERTIFY in writing to the Secretary of the Association that he/she has read the Association's following documents:

- A)- Declaration of Covenants (Deed Restrictions);
- B)-Articles of Incorporation;
- C)-Current By-Laws (and all Amendments);
- D)-Current Rules and Policies (House Rules and Amendments);

AND, that he/she will work to uphold the terms and policies as written in such documents to the best of his/her ability, and shall further that he/she will faithfully uphold his/her fiduciary responsibility to the Association Member.

This written CERTIFICATION is valid for the uninterrupted tenure of the Director on the Board.

IN LIEU of such Written Certification, the newly elected or appointed Director may submit a certificate having satisfactorily completed the Educational Curriculum, administered by the Division-approved educational provider, within 90 days after the date of elections or appointment. (SEE SCHEDULE (1) (A) on page 3 below for further details).

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SCHEDULE (1)(A)

LOCH NESS HOMEOWNERS ASSOCIATION / FEDERAL I/D #592453614

DIRECTOR/OFFICER'S CERTIFICATION

(Effective as of July 1, 2013)

DATE: _____

I _____, Director of the Loch Ness Homeowners Association, Inc., hereby certify to the Secretary of said association, that I have received and have read the following documents:

- A)- Declaration of Covenants (Deed Restrictions);
- B)- Current By-Laws (and all Amendments);
- C)- Articles of Incorporation; and
- D)- Current written Rules & Policies (House Rules and all Amendments) for Loch Ness Homeowners Association, Inc.

I ALSO agree to abide by and uphold all rules, regulations and policies to the best of my ability, and that I will faithfully uphold my fiduciary responsibility to the members of the association. I understand that this written CERTIFICATION is valid during my tenure as Director on Board of the Loch Ness Homeowners Association, Inc.

I hereby further affirm that I have been provided with the updated list of vendors (dated _____) associated with the Loch Ness Homeowner's Association, and hereby certify that:

- 1)- I HAVE NOT solicited or accepted any goods or services of value from any of the vendors connected with Loch Ness Homeowner's Associations; and
- 2) I HAVE NOT solicited, offer to accept, or accepted any goods or services of value for which consideration has been provided for my benefit, or for the benefit of a member of my immediate family, from any person providing or proposing to provide good or services to Loch Ness Homeowners Association, Inc.; and I acknowledge that such ACTION is PROHIBITED.

This CERTIFICATION is hereby tendered to the Secretary of the Loch Ness Homeowner's Association, Inc.

Signed by: _____ Date: _____

Print your name here: _____

Title (Officer or Director): _____

Third Amendment to the By-Laws of Loch Ness Homeowners Association, Inc. (04-11-2014)

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2)-NON-SOLICITATION AND NON-ACCEPTANCE OF GOODS & SERVICES IN EXCHANGE FOR PERSONAL BENEFIT:

(A)-The Association HAS NOT entered into any contracts or other transactions with any of its directors, or officers, or, corporation, or any other entity in which an Association director or officer is also a Director or Officer or has a financial interest.

(B)-Loch Ness Homeowners Association, Inc.'s Officers and Directors SHALL NOT solicit, offer to accept, or accept any goods or services of value for which consideration has been provided for his/her benefit, or for the benefit of a member of his/her immediate family, from any person providing or proposing to provide goods or services to the Association. Such ACTION is PROHIBITED UNLESS (i) full and frank disclosure has been made by the officer/director/association, (ii) the contracts with interested directors has been approved by a two-thirds vote of the board, (iii) the contract permits for said contract to be cancelled by a two-thirds vote of the members; and (iv) said contract is in compliance with all the regulation of the Homeowners Association and all Florida Laws and Bills.

(C)-The association shall maintain a current list of vendors and shall provide an updated vendor lists to its Officers and Directors properly executed by an authorized officer.

(D)- All Officers and Directors shall sign a certification affirming compliance with paragraph number 2A and 2B above (Please refer to Certification Form - schedule 1(A) above) and shall further sign any updated certification required affirming the continuation of their compliance with same, upon being provided with any updated list. (Please refer to Schedule 2(A) on page 5 below).

(E)- Any officers and directors who solicit or accept things of value from anyone providing or offering to provide services to the association, unless otherwise in compliance with the terms paragraph 2 herein, shall be removed.

SCHEDULE 2(A)

LOCH NESS HOMEOWNERS ASSOCIATION / FEDERAL I/D #592453614

OFFICER AND DIRECTOR UPDATED CERTIFICATION

AS TO VENDOR'S:

I hereby affirm that I have been provided with an Updated Vendor's List (Updated As of _____) associated with the Loch Ness Homeowner's Association, and hereby certify that:

A)- I HAVE NOT solicited or accepted any goods or services of value from any of the vendors connected with Loch Ness Homeowner's Associations; and

B) I HAVE NOT solicited, offer to accept, or accepted any goods or services of value for which consideration has been provided for my benefit, or for the benefit of a member of my immediate family, from any person providing or proposing to provide good or services to Loch Ness Homeowners Association, Inc. and I acknowledge that such ACTION is PROHIBITED.

This CERTIFICATION is hereby tendered to the Secretary of the Loch Ness Homeowner's Association, Inc.

Signed by: _____ Date: _____

Print your name here: _____

Title: Officer or Director _____

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4)-Any officers or directors charged with theft or embezzlement of association funds shall be removed.

5)-The Association shall maintain Insurance or a Fidelity Bond for all persons who control or disburse funds to the Association. The Insurance Policy or Fidelity Bond shall continuously cover the maximum amount of funds held by and in the possession of the Association, or its management, at any one time. The Association shall bear the cost of any insurance or Bond. This requirement may not be waived except upon a two thirds vote of the association members.

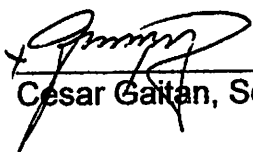
6)-Effective July 1, 2013, unless otherwise provided by the Governing documents (By-Laws), any governing documents of the Association may be amended by the affirmative vote of two thirds of the voting interest of the Association. Within 30 days after recording an amendment to the Governing documents, the Association shall provide copies of the amendments to the MEMBERS.

7)-The Loch Ness Homeowners Association, Inc., certifies that we are in compliance with the 2013 Florida Statutes for Chapter No. 720 governing homeowners associations; that we will continue to fully comply with all the terms of the NEW HOUSE BILL #7119, approved July 1, 2013; and, that this report shall be submitted to the Florida Department of Business and Professional Regulations, upon request.

Signed and Sealed on this 14th day of May, 2014, by:

x 

Sergio Campos, President and Treasurer

x 

Cesar Gaitan, Secretary

x 

Joe L. Pardo, Vice President

Third Amendment to the By-Laws of Loch Ness Homeowners Association, Inc. (04-11-2014)

Page 6

State of Florida}
County of Miami-Dade}

Sworn to and subscribed before me, by SERGIO CAMPOS, President and Treasurer of L.N.H.O.A, who produced (type of ID) Florida Driver's License or who is personally known to me, and

Sworn to and subscribed before me, by Cesar Gaitan, Secretary of L.N.H.O.A., who produced (type of ID) Florida Driver's License or who is personally known to me, and

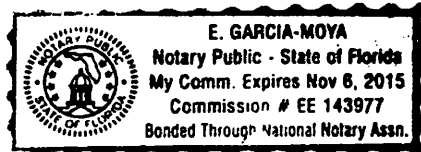
Sworn to, and subscribed before me, by Joe L. Pardo, Vice President of L.N.H.O.A., who produced (type of ID) personally known or who is personally known to me, on

This 14th day of May 2014.

X [Signature]
NOTARY SIGNATURE

E. Garcia-Moya
PRINTED NAME OF NOTARY

NOTARY SEAL



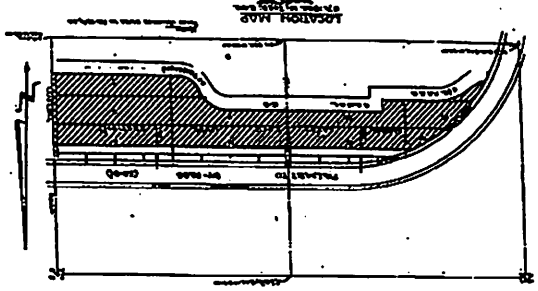
MY COMMISSION EXPIRES : _____

7-15-11
93-45

MIAMI LAKES LOCHNESS SECTION

A PART OF A PORTION OF VARIOUS COOP. PLATS/PLATS OF SOUTH PALM BEACH AND PALM BEACH COUNTY, FL.

Richard S. White, Esq.
Attorney at Law



THIS MAP/PLAN IS BEING FURNISHED AS AN AID IN LOCATING THE TERRAIN DESCRIBED LAND IN RELATION TO ADJOINING STREETS, NATURAL BOUNDARIES AND OTHER LAND, AND IS NOT A SURVEY OF THE LAND DEPICTED. EXCEPT TO THE EXTENT A POLICY OF THE INSURANCE IS EXPRESSLY MODIFIED BY ENDORSEMENT, IF ANY, THE COMPANY DOES NOT INSURE DIMENSIONS, DISTANCES, LOCATION OF ASSEMBLY, CHANGE OR OTHER MATTERS SHOWN THEREON.



WEST TOP E

93-45

This map/plan is being furnished as an aid in locating the terrain described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of the insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of assembly, change or other matters shown thereon.

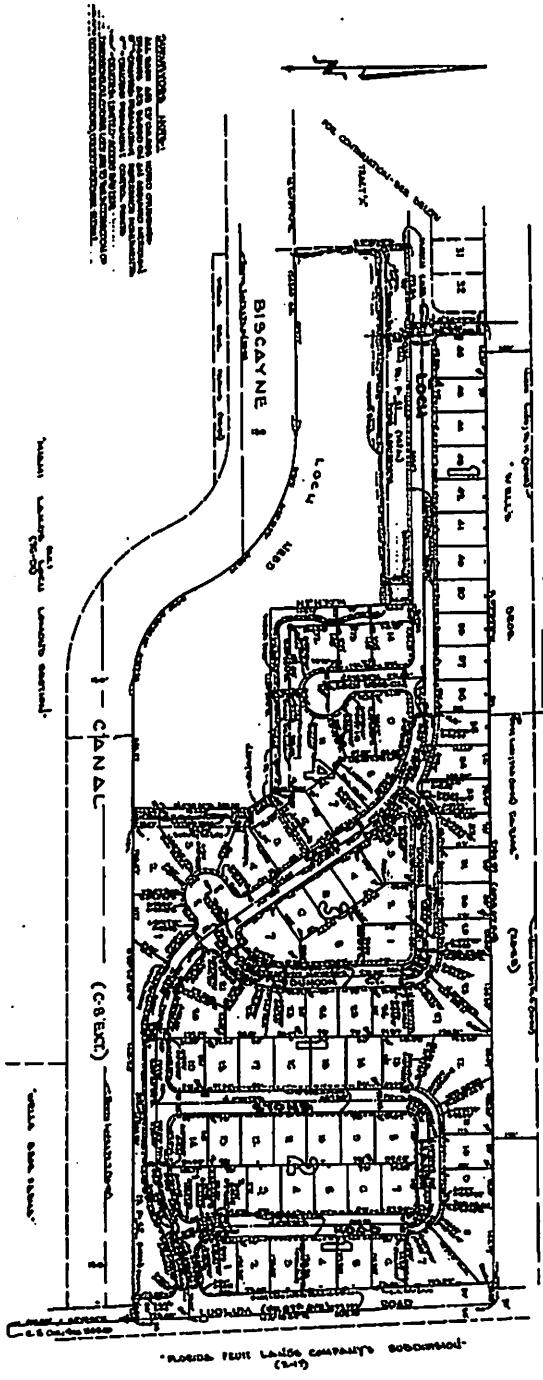
MIAMI LAKES LOCH NESS SECTION

STATE OF A PORTION OF WALL'S TRACT, (SECTION) 18, TOWNSHIP 18 NORTH, RANGE 40 WEST, DALLAS COUNTY, TEXAS.

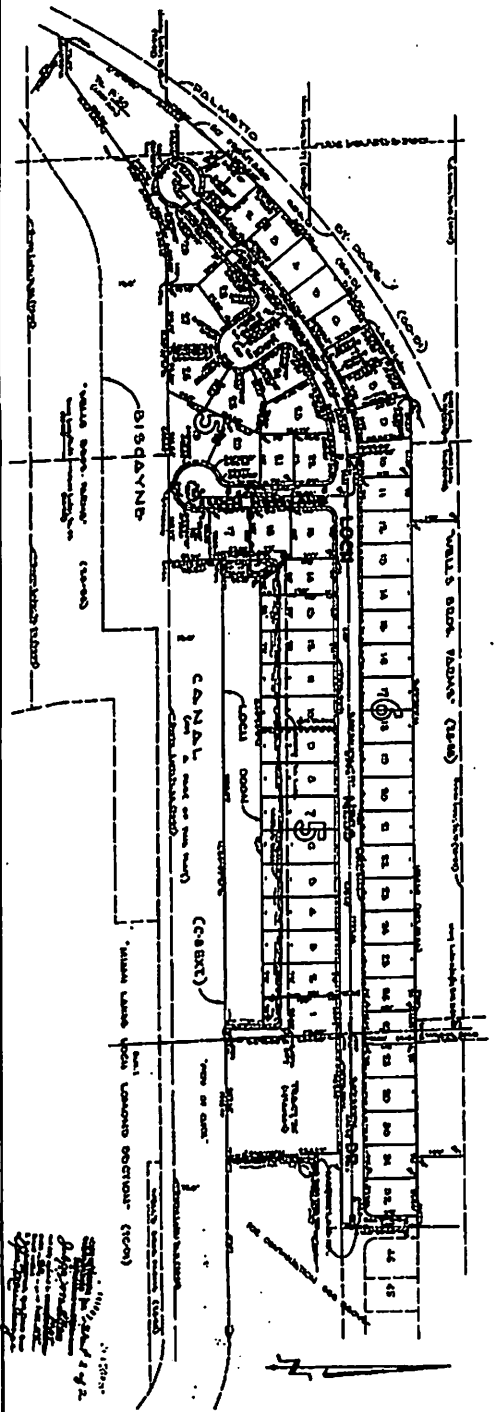
Prepared by
W. H. HARRIS & COMPANY
 ENGINEERS
 1001 NORTH GASTON STREET
 DALLAS, TEXAS

PLAT NO. 1092

93-452



EXPLANATION
 ALL DIMENSIONS ARE IN FEET AND INCHES
 ALL DISTANCES ARE AS SHOWN
 ALL CORNERS ARE TO BE SET BY THE SURVEYOR
 ALL UTILITIES ARE TO BE DEPTH MARKED
 ALL UTILITIES ARE TO BE DEPTH MARKED
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EXPLANATION
 ALL DIMENSIONS ARE IN FEET AND INCHES
 ALL DISTANCES ARE AS SHOWN
 ALL CORNERS ARE TO BE SET BY THE SURVEYOR
 ALL UTILITIES ARE TO BE DEPTH MARKED
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This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

LOCH NESS HOMEOWNERS ASSOCIATION

FOLIO	PARCEL OWNER	PROPERTY ADDRESS	LEGAL DESCRIPTION
32-2014-010-0010	CAROLINE L. BESSELLIEU & MADELON & ROBERT BESSELLIEU	16391 STONEHAVEN RD, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 1 BLOCK 1.
32-2014-010-0020	ANA M PERERA ROBERT M PERERA	16401 STONEHAVEN ROAD, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 2 BLOCK 1.
32-2014-010-0030	RODOLFO PERDOMO & W DOLORES	16411 STONEHAVEN ROAD, MIAMIL LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 3 BLOCK 1.
32-2014-010-0040	SOPHIE PISONERO	16421 STONEHAVEN ROAD, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 4 BLOCK 1.
32-2014-010-0050	NEDAL T. SALHOUT	16431 STONEHAVEN ROAD, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 5 BLOCK 1.
32-2014-010-0060	BRENT ERIC EDMUNDSON RAQUEL MARIA EDMUNDSON	16501 STONEHAVEN ROAD, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 6 BLOCK 1.
32-2014-010-0070	EVELIA IGLESIAS YOEL RODRIGUEZ	16511 STONEHAVEN ROAD, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 7 BLOCK 1.
32-2014-010-0080	MARIO RIVERO LE REM MARY CATHERINE COKER	6701 STONEHAVEN ROAD, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 8 BLOCK 1.
32-2014-010-0090	IVAN MOURA, ELBA MOURA	6721 STONEHAVEN ROAD, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 9 BLOCK 1.
32-2014-010-0100	SERVIO RESILLEZ & W ELVA	6731 STONEHAVEN ROAD, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 10 BLOCK 1.
32-2014-010-0110	JULIO BREA & W DELIA V	6741 STONEHAVEN ROAD, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 11 BLOCK 1.
32-2014-010-0120	JOE LOUIS PARTO & W ANN	16514 STONEHAVEN ROAD, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 12 BLOCK 1.
32-2014-010-0130	DAMARIS CALZADILLA	16504 STONEHAVEN ROAD, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 13 BLOCK 1.
32-2014-010-0140	ARACELI YAPOR VELAZQUEZ	16434 STONEHAVEN ROAD, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 14 BLOCK 1.
32-2014-010-0150	ERYL A & FRANCISCO J PERDOMO	16424 STONEHAVEN ROAD, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 15 BLOCK 1.
32-2014-010-0160	JUAN MANUEL PEREZ & TERESA TRINIDAD PEREZ	16412 STONEHAVEN ROAD, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 16 BLOCK 1.
32-2014-010-0170	MARIO R DE ARMAS & W SANDRA J	16402 STONEHAVEN ROAD, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 17 BLOCK 1.
32-2014-010-0180	CAROLE A HAILE	16392 STONEHAVEN ROAD, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 18 BLOCK 1.
32-2014-010-0190	MAGALY KAPETANAKIS	16382 STONEHAVEN ROAD, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 19 BLOCK 1.

EXHIBIT "E"

FOLIO	PARCEL OWNER	PROPERTY ADDRESS	LEGAL DESCRIPTION
32-2014-010-0200	MANUAL A HORTA & W ILIANA & ELVA FUNDORA	6803 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 20 BLOCK 1.
32-2014-010-0210	VINCENTE DIAZ, MILENA DAGER	6823 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 21 BLOCK 1.
32-2014-010-0220	RAUL R LOPEZ & W NELIDA	1604 DUNOON COURT, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 22 BLOCK 1.
32-2014-010-0230	ORLANDO MORENO, GUADALUPE VENTA	16415 DUNOON COURT, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 23 BLOCK 1.
32-2014-010-0240	ZAHER I NUWAYHID, AFIFI NAIM	16425 DUNOON COURT, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 24 BLOCK 1.
32-2014-010-0250	ANGEL ALBERTO REQUEJADO AILEEN FERNANDEZ REQUEJADO	16435 DUNOON COURT, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 25 BLOCK 1.
32-2014-010-0260	LUIS DAVID EZRA & W MIRNA ISABEL	16505 DUNOON COURT, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 26 BLOCK 1.
32-2014-010-0270	WILLIAM ANDREW FRAGETTA & W AMELI PADRON	16515 DUNOON COURT, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 27 BLOCK 1.
32-2014-010-0280	MIRIAM CAMPOS	6801 DUNOON COURT, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 28 BLOCK 1.
32-2014-010-0290	LUIS E LEITER TRS, LUIS E LEITER REVOCABLE TRUST	6811 DUNOON COURT, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 29 BLOCK 1.
32-2014-010-0300	JOSE R. ESPINOZA & W SILVIA	6821 DUNOON COURT, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 30 BLOCK 1.
32-2014-010-0310	CARMEN CARBALLO	6831 DUNOON COURT, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 31 BLOCK 1.
32-2014-010-0320	CARLOS GONZALEZ	6841 DUNOON COURT, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 32 BLOCK 1.
32-2014-010-0330	DAVID ARGOTE, NATALIE ARGOTE, CARLOS FERNANDEZ-GUZMAN, MARIA ELENA FERNANDEZ-GUZMAN	6851 DUNOON COURT, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 33 BLOCK 1.
32-2014-010-0340	SAUNDRA ANNE PONDS	6895 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 34 BLOCK 1.
32-2014-010-0350	ELENA SALUM	6897 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 35 BLOCK 1.
32-2014-010-0360	MAYER OVEDIA & W ELEANORE	6901 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 36 BLOCK 1.
32-2014-010-0370	JAMES C CARR & W KATHLEEN	6911 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 37 BLOCK 1.
32-2014-010-0380	JOSE R GIL & W MARGARITA	3921 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 38 BLOCK 1.

FOLIO	PARCEL OWNER	PROPERTY ADDRESS	LEGAL DESCRIPTION
32-2014-010-0390	MICHAEL M CUMMINS	6931 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 39 BLOCK 1.
32-2014-010-0400	FRANCISCO FERNANDEZ & W YESENIA	6941 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 40 BLOCK 1.
32-2014-010-0410	MARIA E MARTINEZ	6951 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 41 BLOCK 1.
32-2014-010-0420	BRYAN RODRIGUEZ	6961 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 42 BLOCK 1.
32-2014-010-0430	ORLANDO LOPEZ	6971 LOCH NESS DRIVE , MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 43 BLOCK 1.
32-2014-010-0440	SOLEDAD ARANGUREN, TRUSTEE OF THE SOLEDAD ARANGUREN TRUST DATED APRIL 8, 2010	7001 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 44 BLOCK 1.
32-2014-010-0450	ALEJANDRO R ZAJAC & W SANDRA S	7011 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 45 BLOCK 1.
32-2014-010-0470	RAMIRO VALDES, MARIA O KAPETANAKIS	16380 STONEHAVEN ROAD, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 1 BLOCK 2.
32-2014-010-0480	FERNANDO E ORAMAS & W DONATILA	16390 STONEHAVEN ROAD, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 2 BLOCK 2.
32-2014-010-0490	ALEXANDER BENITEZ	16400 STONEHAVEN ROAD, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 3 BLOCK 2.
32-2014-010-0500	ERIK HIDALGO GATO AS TRUSTEE OF ERIK HIDALGO GATO FAMILY TRUST DTD NOVEMBER 9, 1993	16410 STONEHAVEN ROAD, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 4 BLOCK 2.
32-2014-010-0510	KEVIN MACKI, EVELYN MACKI	16420 STONEHAVEN ROAD, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 5 BLOCK 2.
32-2014-010-0520	EMILIO V FERNANDEZ & W JENNY	16430 STONEHAVEN ROAD, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 6 BLOCK 2.
32-2014-010-0530	EUGENE VELARDE & W ESTER	16500 STONEHAVEN ROAD, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 7 BLOCK 2.
32-2014-010-0540	HELIEL MORALES	16503 STONEHAVEN ROAD, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 8 BLOCK 2.
32-2014-010-0550	ARMANDO J SANCHEZ & W DEISY C	16433 STONEHAVEN ROAD, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 9 BLOCK 2.
32-2014-010-0560	SAMUEL H KOLTUN & W SANDRA	16423 STONEHAVEN ROAD, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 10 BLOCK 2.
32-2014-010-0570	EDDY O PEREZ	16413 STONEHAVEN ROAD, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 11 BLOCK 2.

FOLIO	PARCEL OWNER	PROPERTY ADDRESS	LEGAL DESCRIPTION
32-2014-010-0580	DANIEL EDUARDO GONZALEZ AND MARIA PALACIO GONZALEZ, AS CO-TRUSTEES OF THE GONZALEZ FAMILY TRUST DTD ON MAY 27, 2011	16403 STONEHAVEN ROAD, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 12 BLOCK 2.
32-2014-010-0590	MANNY RIBADEO	16393 STONEHAVEN ROAD, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 13 BLOCK 2.
32-2014-010-0600	RENE LLANES & W CECILIA LLANES	16383 STONEHAVEN ROAD, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 14 BLOCK 2.
32-2014-010-0610	AMABERT VILLAR	6802 DUNOON COURT, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 1 BLOCK 3.
32-2014-010-0620	JOSE QUINTERO, CRISTINA E BELLO QUINTERO	6822 DUNOON COURT, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 2 BLOCK 3.
32-2014-010-0630	LAZARO MESA, ROMA PEREZ MESA	6893 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 3 BLOCK 3.
32-2014-010-0640	MIGUEL A MOLINA & W LILIANA V MOLINA	6883 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 4 BLOCK 3.
32-2014-010-0650	ELIE G C MARRERO & W MICAELA	6873 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 5 BLOCK 3.
32-2014-010-0660	DARIO RODRIGUEZ, MARLEEN RODRIGUEZ	6863 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 6 BLOCK 3.
32-2014-010-0670	ANDRES SENORANS & W ROSEMARY	6853 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 7 BLOCK 3.
32-2014-010-0680	SANDRA GERITY & KEVIN MURRAY	16420 DUNOON COURT, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 8 BLOCK 3.
32-2014-010-0690	VICENTA SINHA	6820 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 1 BLOCK 4.
32-2014-010-0700	ALAN GONZALEZ & W MARIETTA	6830 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 2 BLOCK 4.
32-2014-010-0710	CHARLES DE LUCCA JR & W MODESTA	6840 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 3 BLOCK 4.
32-2014-010-0720	SAMUEL M HASSEL & W MARCELLA	6850 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 4 BLOCK 4.
32-2014-010-0730	SILVIA IBARRA DIAS	6860 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 5 BLOCK 4.
32-2014-010-0740	ARLINE C MOREIRAS	6870 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 6 BLOCK 4.
32-2014-010-0750	MIGUEL A CRESPO & W MILAGROS M	6880 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 7 BLOCK 4.
32-2014-010-0760	OSCAR A LOPERA & W OLIVA	6890 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 8 BLOCK 4.

FOLIO	PARCEL OWNER	PROPERTY ADDRESS	LEGAL DESCRIPTION
32-2014-010-0770	FRANCISCO FERNANDEZ MARIA FERNANDEZ	16505 LOCH NESS COURT, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 9 BLOCK 4.
32-2014-010-0780	ENRIQUE J CEPERO & W LYDIA	15475 LOCH NESS COURT, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 10 BLOCK 4.
32-2014-010-0790	DIANNE JAUREGUI SABINO JAUREGUI	16455 LOCH NESS COURT, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 11 BLOCK 4.
32-2014-010-0800	CESAR HASSAN & W HILDA M	16454 LOCH NESS COURT, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 12 BLOCK 4.
32-2014-010-0810	CARLOS M ARGEAGA PAOLA PINO	16474 LOCH NESS COURT, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 13 BLOCK 4.
32-2014-010-0820	BOHDAN BODLAK & W ANABELLE MALDONADO	16504 LOCH NESS COURT, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 14 BLOCK 4.
32-2014-010-0830	WILLIAM VAZQUEZ	7260 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 1 BLOCK 5.
32-2014-010-0840	JUAN SASTRE JR & W LERGIA	7270 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 2 BLOCK 5.
32-2014-010-0850	SERGIO VALDES, ELIZABETH ROMERO	7280 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 3 BLOCK 5.
32-2014-010-0860	BIN HAI CHU & W LI RONG	7300 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 4 BLOCK 5.
32-2014-010-0870	MARK HAMBACHER & W LILY	7310 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 5 BLOCK51.
32-2014-010-0880	LAZARO ALFONSO & W DOLORES	7320 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 6 BLOCK 5.
32-2014-010-0890	YOUNG H CHOL & W KYENG A	7330 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 7 BLOCK 5.
32-2014-010-0900	STEVEN WALTER CASE & W MARGARET P	7340 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 8 BLOCK 5.
32-2014-010-0910	DAGMAR R RADER, AS TRUSTEE OF THE DAGMAR R. RADER LIVING TRUST U/A/D JULY 18, 2005	7351 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 9 BLOCK 5.
32-2014-010-0920	SUSAN M MOORE & MEGAN MOORE	7360 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 10 BLOCK 5.
32-2014-010-0930	ANTONIO GONZALEZ & W IRAIDA	7370 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 11 BLOCK 5.
32-2014-010-0940	ALISON SHAMBLLEN EARL COOPER SHAMBLLEN	7400 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 12 BLOCK 5.
32-2014-010-0950	MANUAL SANCHEZ, CLARA A SANCHEZ	7410 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 13 BLOCK 5.

FOLIO	PARCEL OWNER	PROPERTY ADDRESS	LEGAL DESCRIPTION
32-2014-010-0960	RENEE DANIELS	7420 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 14 BLOCK 5.
32-2014-010-0970	JOHN E SHARP	16503 LOCH NESS LANE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 15 BLOCK 5.
32-2014-010-0980	ORQUIDIA GUZMAN	16423 LOCH NESS LANE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 16 BLOCK 15.
32-2014-010-0990	AURELIO RIVERA AND EIDA RIVERA, AS TRUSTEES UNDER THE AURELIO RIVERA LIVING TRUST DATED Oct 27, 2009	16413 LOCH NESS LANE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 17 BLOCK 5.
32-2014-010-1000	STACY DILZER	16403 LOCH NESS LANE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 18 BLOCK 5.
32-2014-010-1010	RAFAEL J SCHUCK & W LEONOR	16400 LOCH NESS LANE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 19 BLOCK 5.
32-2014-010-1020	JESUS L REYES JTRS MANUEL PERALTA JTRS	16410 LOCH NESS LANE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 20 BLOCK 5.
32-2014-010-1030	SAN MARCUS RESEARCH CLINIC INC	16420 LOCH NESS LANE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 21 BLOCK 5.
32-2014-010-1040	ALBERTO J HERAS & IVONNE AVENDANO JTRS	16500 LOCH NESS LANE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 22 BLOCK 5.
32-2014-010-1050	TONY GARRIDO & W RAIZA	7500 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 23 BLOCK 5.
32-2014-010-1060	DAVID MORALES & W BEATRIZ	7510 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 24 BLOCK 5.
32-2014-010-1070	ROBERTO PADRON & W MARIA	7520 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 25 BLOCK 5.
32-2014-010-1080	HARRY WAYNE CASEY, AS TRUSTEE OF THE 1998 SUNSHINE TRUST, DATED OCTOBER 5, 1998	7530 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 26 BLOCK 5.
32-2014-010-1090	CP MANAGERS INC	7540 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 27 BLOCK 5.
32-2014-010-1100	ANTONIO FERNANDO LADEIRA & W MARIA VERONICA MAURI	7550 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 28 BLOCK 5.
32-2014-010-1110	DEUTSCHE BANK NATIONAL TR CO TRS C/O OCWEN LOAN SERVICING LLC AMERIQUEST MORTG SECURITIES INC.	7560 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 29 BLOCK51.
32-2014-010-1120	FARIDE PEREZ, JOSE R PEREZ	7573 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 1 BLOCK 6.
32-2014-010-1130	AQUILES J ENRIQUEZ & W IBIS M	7563 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 2 BLOCK 6.

FOLIO	PARCEL OWNER	PROPERTY ADDRESS	LEGAL DESCRIPTION
32-2014-010-1140	CHUNG HUN YUN & W HIEU	7553 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 3 BLOCK 6.
32-2014-010-1150	CESAR G GAITAN & W DIANA	7543 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 4 BLOCK 6.
32-2014-010-1160	JOSE O GONZALEZ & MANUAL GARCIA	7533 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 5 BLOCK 6.
32-2014-010-1170	JUDITH A WARRINGTON	7523 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 6 BLOCK 6.
32-2014-010-1180	LUIS A MEDINA & W BERTA E	7513 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 7 BLOCK 6.
32-2014-010-1190	MAURICE F LEMOINE & W ISaura	7503 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 8 BLOCK 6.
32-2014-010-1200	VICTOR RIQUELME & W JOSEFINA	7473 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 9 BLOCK 6.
32-2014-010-1210	RAUL RUIZ & W MARIELA	7463 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 10 BLOCK 6.
32-2014-010-1220	ESTHER VINIUJELA	7453 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 11 BLOCK 6.
32-2014-010-1230	FIGRELLA M GUITIERREZ ASHTON D MEDINA NORELLA M GUITIERREZ	7443 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 12 BLOCK 6.
32-2014-010-1240	JESUS ROJAS	7433 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 13 BLOCK 6.
32-2014-010-1250	ROY SOARES	7423 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 14 BLOCK 6.
32-2014-010-1260	JACQUELINE GONZALEZ	7413 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 15 BLOCK 6.
32-2014-010-1270	DANIEL GARCIA & W CHRISTINE	7403 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 16 BLOCK 6.
32-2014-010-1280	AGUSTIN BELTRAMI & W MECHY	7373 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 17 BLOCK 6.
32-2014-010-1290	ALEJANDRO J LOPEZ, JANET LOPEZ	7363 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 18 BLOCK 6.
32-2014-010-1300	LUIS RODRIGUEZ & W ORQUIDEA	7353 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 19 BLOCK 6.
32-2014-010-1310	HERMILIO E GARCIA, AZALEA GARCIA	7343 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 20 BLOCK 6.
32-2014-010-1320	MARIA CARCAS, RICARDO M CARCAS	7333 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 21 BLOCK 6.

FOLIO	PARCEL OWNER	PROPERTY ADDRESS	LEGAL DESCRIPTION
32-2014-010-1330	EMPERATRIZ FERNANDEZ	7323 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 22 BLOCK 6.
32-2014-010-1340	JAVIER A CAMPO HELLEN SANCHEZ CAMPO	7313 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 23 BLOCK 6.
32-2014-010-1350	RAMON E LOPEZ & W AYIRA	7303 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 24 BLOCK 6.
32-2014-010-1360	OBED CRUZ, REBECA L CRUZ	7283 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 25 BLOCK 6.
32-2014-010-1370	ARIEL TORRES & W NOEMY E	7273 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 26 BLOCK 6.
32-2014-010-1380	JASON RUIZ	7263 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 27 BLOCK 6.
32-2014-010-1390	ABDEL R AHMAD	7253 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 28 BLOCK 6.
32-2014-010-1400	SEBASTIAN M LISSA, YOANDRA LISSA	7243 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 29 BLOCK 6.
32-2014-010-1410	ELADIO ARMESTO III FAMILY TRUST C/O ELADIO JOSE ARMESTO	7233 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 30 BLOCK 6.
32-2014-010-1420	ENEIDA CHOY	7223 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 93-45, LOT 31 BLOCK 6.
32-2014-010-1440	TOWN OF MIAMI LAKES		MIAMI LAKES LOCH NESS SECTION TRACT P-50 P.B. 93-45
32-2014-010-1450	TOWN OF MIAMI LAKES		MIAMI LAKES LOCH NESS SECTION TRACT P-51 P.B. 93-45
32-2014-010-1460	TOWN OF MIAMI LAKES		MIAMI LAKES LOCH NESS SECTION TRACT P-52 P.B. 93-45
32-2014-010-1470	COMAR VENTURES CORP	7242 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION TRACT A P.B. 93-45
32-2014-012-0010	ANGEL R LLANES & W NORMA	7203 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 95-21, LOT A BLOCK 1.
32-2014-012-0020	MARIO FERNANDEZ & W MIRIAM	7201 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 95-21, LOT B BLOCK 1.
32-2014-012-0030	DAVID VON PLINSKY & W TERESITA VON PLINSKY	7021 LOCH NESS DRIVE, MIAMI LAKES	MIAMI LAKES LOCH NESS SECTION P.B. 95-21, LOT C BLOCK 1.