

WHEREAS, the undersigned are the owners of the above described land and the holders of all mortgages encumbering said land; and,

WHEREAS, it is deemed expedient and desirable to impose the limitations and conditions hereinafter set forth upon the subdivision concerned; and

WHEREAS, it is expedient and desirable to restrict and limit the use for which the said property is intended,

NOW THEREFORE, know all men by these presents:

1. Definitions: For the purposes of this declaration the following terms shall have the meanings here set forth:

- A. "Lot" - Any Lot in the Subdivision.
- B. "Lake" - The Lake identified in the plat of the Subdivision.
- C. "Developer" - Flamingo Lake, Inc., a Florida corporation.
- D. "Member" - One or more persons or entities owning among them 100% of the fee title to a Lot with frontage on the Lake.
- E. "Association" - Organization of all of the Members, which organization is created by this instrument to function subject to the terms of this instrument.

2. Imposition of conditions, restrictions and limitations: The restrictions, conditions and limitations imposed by this declaration shall be deemed covenants to run with the land, and any subsequent deed or conveyance of any Lot will be subject thereto.

3. Purpose and operation of the Association:

A. Purpose: The purpose of the Association is to provide for the perpetual maintenance of the Lake in a condition reasonably consistent with the health, use and enjoyment thereof by the Members. The powers of the Association are limited to the powers herein set forth and such additional powers as may reasonably be required to carry out the said purpose.

B. Management of the Association: The Association shall be managed by the Developer until June 1, 1970, and thereafter by a board of five Members elected annually by all of the Members. The election shall be held during the first week in May of each year, commencing in 1970. Notice of such meeting shall be mailed by the incumbent manager at least fifteen days prior to the meeting, designating a reasonable time and place for the meeting. The five Members receiving the greatest number of votes shall be deemed elected to serve for the next ensuing year or until their successors are elected. Any vacancies occurring in the board prior to the annual election may be filled by the board. A decision on the majority of the board shall be deemed the action of the board.

C. Duties of manager: The manager shall determine the work required to properly maintain the Lake for the ensuing year. The reasonable costs of such work shall be estimated and a pro rata share thereof assessed against each Member. Notice of such assessment shall be delivered in writing to the Members on or before March of the year concerned. The assessment shall be payable in three equal monthly installments thereafter, commencing on April 1 of the year concerned.

All funds received by the Association shall be deposited in a bank account in the name of the Association and all funds expended by the Association shall be disbursed from such account by checks signed by two Members of the board designated by the board for such purpose. The board shall maintain adequate books and records reflecting all income and expenses.

D. Lien to enforce assessment: The Association is hereby given a lien against the Lot of each Member, securing payment or payments required hereunder; such lien, however, shall be effective only upon recordation of an acknowledged statement of the payments due in the office of the Clerk of the Circuit Court for Dade County and service of a copy thereof upon the Member concerned in like manner as provided for service of mechanics' liens under the laws of the State of Florida. The lien here created is inferior to any mortgage or mortgages now or hereafter encumbering the Lot.

E. Rules and regulations: The Association may through its board impose reasonable rules and regulations for the use and enjoyment of the Lake upon the Members. The board further, in behalf of the Association, is here empowered to take such court action as it may deem appropriate in behalf of the Association to enforce compliance with the rules and regulations enacted hereunder. In any action to force compliance with the rules and regulations or to enforce payment of the assessments described above, the Member in violation shall be required to pay the costs, expenses and reasonable attorneys' fees incurred by the board in the maintenance of such action.

F. Special Meetings: Special meetings of the Association may be called by the board or by any ten Members by delivery of written notice of such meeting at least thirty days prior to the date, setting forth the time, place and purpose of the meeting. The required quorum for such meeting to proceed shall be a majority of the Members. At such meeting any board Member or Members may be replaced by action of three-fourths of the Members.

4. Land Use and Building Type: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached townhouse dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars. No fence or wall shall be erected, placed or maintained on any Lot so as to extend closer to the street line than the front of the building erected on such Lot.

Minimum Cost, Quality and Size: No dwelling shall be permitted on any lot at a cost of less than \$7.50 per square foot, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum permitted dwelling size. The ground floor area of the main structure, inclusive of one story open porches and garages and carports shall not be less than 900 square feet for a three bedroom house and 800 square feet for a two bedroom house.

6. Building Location: (a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event 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. (b) No building shall be located nearer than 2 inches to an interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. (c) For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

7. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear ten feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for these improvements for which a public authority or utility company is responsible.

8. 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 any annoyance or nuisance to the neighborhood.

9. Temporary structures: No structure of a temporary nature, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence either temporarily or permanently.

10. Signs: No signs of any kind shall be displayed to the public view of any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

11. Oil and Mining Operations: No oil dwelling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

12. 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 purposes.

13. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

14. Sign Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six 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 and a line connecting them at points twenty-five feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten feet from the intersection of a street property line with the edge of a driveway or alley 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 line.

15. Water Supply and Sewerage Disposal: No individual water well shall be installed, placed or maintained on any Lot except to supply water for irrigation, swimming pools and air conditioning; and no septic tank shall be installed, placed or maintained on any Lot; providing, however, that this provision will not be enforceable unless the central utility systems are being operated under service standards and rate structure controls established by a governmental body.

16. Land near Parks and Water Courses: No building shall be placed nor shall any material or refuse be placed or stored on any Lot within twenty feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill. For purposes of this paragraph, a boat dock shall not be considered a "building".

17. Covenants: These covenants are to run with the land and shall be binding on the undersigned and upon all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive period of ten years unless an instrument signed by a majority of the owners of the Lots has been recorded, agreeing to change said covenants in whole or a part.

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

19. Invalidation: Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the

AMENDMENT TO LIMITATIONS AND CONDITIONS  
AND DEED RESTRICTIONS FOR FLAMINGO LAKE,  
ACCORDING TO THE PLAT THEREOF AS RECORDED  
IN PLAT BOOK 85, PAGE 17, OF THE PUBLIC  
RECORDS OF DADE COUNTY, FLORIDA.

WHEREAS, the undersigned are the members of the Board of  
Directors of Flamingo Lake Homeowners Association; and

WHEREAS, a majority of the owners of the lots have signed  
a petition to change paragraph 3(C) in accordance with paragraph  
17.

NOW THEREFORE, know all men by these presents:

Article 3(C) is hereby changed to read:

C. Duties of manager: The manager shall determine the  
work required to properly maintain the Lake for the ensuing year.  
The reasonable costs of such work shall be estimated and a pro  
rata share thereof assessed against each Member. Notice of such  
assessment shall be delivered in writing to the Members on or be-  
fore December of the preceding year. The assessment shall be  
payable in three equal monthly installments thereafter, commenc-  
ing on January 1 of the year concerned.

All funds received by the Association shall be de-  
posited in a bank account in the name of the Association and all  
funds expended by the Association shall be disbursed from such  
account by checks signed by two Members of the board designated  
by the board for such purpose. The board shall maintain adequate  
books and records reflecting all income and expenses.

(This changes the due date for Association dues from  
April 1 to January 1.)

IN WITNESS WHEREOF, the undersigned have caused these  
presents to be executed, and the petitions to be attached hereto,  
this 20th day of December, 1975.

In the presence of:

[Handwritten Signature]  
[Handwritten Signature]  
[Handwritten Signature]  
[Handwritten Signature]  
[Handwritten Signature]

[Handwritten Signature]  
[Handwritten Signature]  
[Handwritten Signature]  
[Handwritten Signature]

STATE OF FLORIDA )  
COUNTY OF DADE )

BEFORE ME personally appeared [Handwritten Name]  
[Handwritten Name] & [Handwritten Name]

to me well known and known to me to be the persons described in  
and who executed the foregoing instrument, and acknowledged to  
and before me that they executed said instrument for the purposes  
therein expressed.

WITNESS my hand and official seal, this 21 day of  
December, A.D. 1975.

Notary Public, State of Florida at Large

My commission expires:

PLAT DEDICATIONS AND RESTRICTIONS FROM  
THE PLAT OF FLAMINGO LAKE. A PORTION OF  
TR 3, 4, 9 and 10 CHAMBERS LAND CO. SUB-  
DIVISION (2-68) IN THE SW 1/4 OF SEC. 2G  
TW 52 S R 40 E, HIALEAH, DADE COUNTY,  
FLORIDA; AS RECORDED IN PLAT BOOK 85,  
PAGE 17 OF THE PUBLIC RECORDS OF DADE  
COUNTY, FLORIDA

Know all men by these presents:

That LON WORTH CROW COMPANY, a Florida corporation has  
caused to be made the attached plat of FLAMINGO LAKE, the same  
being a re-subdivision of Tracts 3,4, 9 and 10 CHAMBERS LAND  
COMPANY SUBDIVISION of the SW 1/4 of Section 2G, Township 52  
South Range 40 East according to the plat thereof as recorded in  
Plat Book 2 at Page 68 of the Public Records of Dade County,  
Florida, LESS that portion thereof lying within the North 195  
feet of the SW 1/4 of said Section 2G.

That no lot or lots as shown on the attached plat shall  
be divided or resubdivided unless all portions of such lots  
are used to increase the size of adjacent lots as platted or  
unless all portions of such lots are used to create a lot or lots  
substantially as large in frontage, depth and area as the other lots  
in the block all without leaving any portion smaller in  
any dimension than such average lots.

That no individual sewerage disposal system be permitted  
on any lot in this subdivision. Every house shall be connected  
to a Board of Health approved central water system for all  
domestic purposes, provided however, this restriction does not  
prevent the use of a well or irrigation, swimming pools or air-  
conditioners. This restriction shall remain binding and effective  
as long as the utilities are operated to the satisfaction of the  
Health Authorities.

That the Lake as shown on the attached plat is hereby  
dedicated to the joint and several use of the lot owners of lots  
fronting on said lake. The owners of said lots shall have the  
right to bathe in the waters of said lake and in a lawful and  
sportsmanlike manner boat and fish the waters of said lake.  
The use and preveleges herein granted shall be extended to the  
family of said owners, their heirs, successors, assigns, lessces,  
tenants or their other quests; but does not extend the use of  
said waters for any commercial purpose or to derive profits

therefrom, or any use which would create a nuisance and be objectionable to the majority of the owners of property fronting on said lake, or which would effect the health of the community. No boathouse or other structure shall be erected on the shores of said lake or extend into the waters thereof unless the same be approved by the majority of the owners of property fronting on said lake.

That the streets and avenues as shown on the attached plat are hereby dedicated to the perpetual use of the Public for proper purposes, reserving to the dedicators, their heirs or assigns, the reversion or reversions thereof whenever discontinued by law.

That the official zoning regulations now in effect or as the same may be from time to time changed or amended applicable to the area within which this subdivision is located shall be observed.

That the Access Easements as shown on the attached plat are hereby provided for the joint and several use of the present and future owners of the lots within this subdivision as a means of ingress or egress. That the Drainage Easements as shown on the attached plat are hereby provided for the perpetual use of the Public for the installation and maintenance of the drainage facilities. That the Utility Easements as shown on the attached plat are hereby reserved for the installation and maintenance of Public Utilities.

IN WITNESS WHEREOF Lon Worth Crow Company has caused these presents to be signed in its corporate name by its Vice President, its corporation seal to be hereunto affixed and attested by its Secretary this 13th day of June, A.D. 1968.