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DECLARATION OF COVENANTS
AND RESTRICTIONS
FOR THE LAKESHORE COMMUNITY
AT VILLAGES OF HOMESTEAD

THIS DECLARATION is made this ~~20th~~ day of May, 1975, by VETERANS CONSTRUCTION CORPORATION, a Delaware corporation ("Declarant"), which declares that the real property described in Article II, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") set forth below.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" - THE LAKESHORE COMMUNITY ASSOCIATION, INC., a Florida corporation not-for-profit, which shall be incorporated.
- (b) "The Properties" - All such properties, and additions thereto (which additional properties may or may not be contiguous to the real property described in Article II herein), as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.
- (c) "Community Areas" - The portions of Properties, deeded or leased to the Association and designated in said dedication, deed or lease as "Community Areas", together with any and all improvements from time to time erected on same, including without limitation, walkways, private streets, parking areas, street lighting, entrance features, beaches, parks, barbeque areas, lakes, recreational facilities, pools, clubhouses, cabanas, and landscaping; however, excluding any public utility installations thereon. If additional real property is brought under the provisions hereof by recorded Supplemental Declaration pursuant to Article II, then the Community Areas shall include the portion or portions of the additional real property that may be designated to be Community Areas in such Supplemental Declaration.
- (d) "Unit" - A single family residential dwelling for which a certificate of occupancy has been issued, whether a condominium, townhouse or detached residential unit.
- (e) "Owner" or "Members" - The record owner, whether one or more persons entitled, of the fee simple or undivided fee interest in any unit located on The Properties. The terms shall not include condominium associations or other associations comprised of Owners of units.
- (f) "Master Association" - Villages of Homestead Homeowners' Association, Inc., a Florida corporation not for profit, its successors and assigns, and the entity responsible for the administration of the Master Declaration.
- (g) "Master Declaration" - The Declaration of Protective Covenants and Conditions for Villages of Homestead, dated September 5, 1978 and recorded September 28, 1978 in Official Record Book 10169, Page 1539 of the Public Records of Dade County, Florida, and when the context permits, shall also mean the Articles of Incorporation and By-Laws of the Master Association, all as now or hereafter amended, modified or supplemented.

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- (h) "Condominium Association" - Any for profit or not for profit association created to administer a condominium pursuant to Chapter 718, Florida Statutes.
- (i) "Condominium Building" - That portion of The Properties and appurtenant improvements subject to a Declaration of Condominium pursuant to Chapter 718, Florida Statutes.
- (j) "Developer" - Veterans Construction Corporation, a Delaware corporation, its successors and assigns, if such successor or assignee acquires the undeveloped portion of The Properties and is designated as such by Veterans Construction Corporation. The Developer may make partial or multiple assignments of its rights under this Declaration. All such assignees shall be deemed to be the Developer as to those rights which may have been assigned to them.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Dade County, Florida and is more particularly described in Exhibit "A" attached hereto and made a part hereof.

Section 2. The Lakeshore Community. The Developer is contemplating a development to be known as the The Lakeshore Community, as conceptually depicted on the site plan attached hereto as Exhibit "B". The Properties are a portion of The Lakeshore Community. The decision of whether to subject all or any portion of the lands described in Exhibit "B" to the provisions of the Declaration shall be at the sole discretion of the Developer without regard to the fact that such action may affect the relative voting strength of the members of the Association. The site plan is conceptual in nature only and is attached only for the purpose of depicting the land area affected. The location of the improvements, including, but not limited to, buildings, roads, water bodies, recreation facilities, and other amenities are subject to change at the sole discretion of the Developer, and as required by governmental regulations.

Subject only to the approval of Dade County and the City of Homestead, Developer may from time to time bring all or portions of the lands described in Exhibit "C" (which may or may not be contiguous to the real property described in this Section 1) under the provisions hereof or may withdraw portions of The Properties from the effect of this Declaration by recorded supplemental declarations.

Developer, for itself, its successors and assigns, covenants that any additional portions of The Lakeshore Community shall prior to the closing of the sale of the first unit within same either: (1) be made subject to this Declaration; or (2) be granted non-exclusive easements to afford such portions access, utilities and drainage through the Community Areas; which grant of easement may require payment of a prorata share of the expenses attributable to such Areas.

ARTICLE III

THE LAKESHORE COMMUNITY AT VILLAGES OF HOMESTEAD

Section 1. Membership. Every Owner shall be a Member of the Association, and by acceptance of the deed, each Owner accepts his membership in the Association, acknowledges the authority of the Association as stated in this Declaration, and agrees to abide by any be bound by the provisions of this Declaration, any Supplemental Declaration, the Articles of Incorporation, the Bylaws and other Rules and Regulations of the Association. All of the

family members, guests, invitees, licensees, and tenants of the Owners shall similarly be bound while in or on The Properties. Membership in the Association is compulsory and shall continue, as to each Owner, until the time the Owner transfers of record his interest in the Unit upon which his membership is based or until his interest is transferred or conveyed by operation of law. Membership is appurtenant to and shall not be separated from the real property interest upon which membership is based. Notwithstanding anything else to the contrary set forth in this Section 1, any person or entity who holds such interest merely as security for the performance of an obligation shall not be a member of the Association.

Section 2. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A: All owners with the exception of the Developer. A Class A member shall be entitled to cast one vote for each Unit owned. When more than one person holds such interest or interests in any Unit, all such persons shall be members, and the vote shall be exercised by one member as specified in the Articles of Incorporation of the Association but in no event shall more than one vote be cast with respect to any Unit.

Class B: The Developer. The Class B member shall be entitled to one vote per Unit owned; provided, however, that notwithstanding any provisions to the contrary the Developer shall have the right to elect the entire Board of Directors of the Association until the Turnover Date. The Turnover Date shall be 120 days after the earlier of (a) the eighth (8th) anniversary of the recordation of this Declaration, or (b) the giving of written notice by the Class B member(s) to the Association waiving the right to elect the entire Board.

Section 3. Merger or Consolidation. Upon a merger or consolidation of the Association with any other association the properties, rights and obligations of the Association may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenant and restrictions established by this Declaration within The Properties together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within The Properties.

Section 4. Termination of the Association. In the event of dissolution of the Association, for whatever reason other than merger or consolidation, assets, both real and personal, of the Association, shall be dedicated to an appropriate public agency or utility. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation association, trust or other organization. Any such disposition of assets shall be conditioned upon the assets being used for purposes similar to those for which they were utilized by the Association. No such disposition of Association properties shall be effected to divest or diminish any right or title of any member vested in him under the recorded covenants and deeds applicable to The Properties unless made in accordance with the provisions of such covenants and deeds.

Section 5. Community Areas.

(a) Ownership. Developer may retain the legal title to the Community Areas so long as it owns in simple title to at least one (1) Unit in The Properties. On or before conveyance by Developer of the last Unit which it owns in The Properties (or sooner at the Developer's option), the Developer or its successors and assigns shall convey and transfer title to the Community Areas to the Association and the Association shall accept such conveyance, subject to taxes for the year of conveyance and to restrictions, limitations, conditions, reservations and easements of record. The Association is hereby empowered to delegate or convey any of its functions or properties to any

governmental unit for public utilities or other public purposes consistent with the intended use of such property.

(b) Maintenance. Commencing with the date this Declaration is recorded, the Association shall be responsible for the maintenance of the Community Areas in a continuous and satisfactory manner and for the payment of taxes assessed against the Community Areas and any improvements and any personal property thereon accruing from and after the date these covenants are recorded. Such taxes shall be prorated between Developer and the Association as of the date of such recordation. The Association shall at all times maintain in good repair, and shall replace as often as necessary, any and all improvements situated on the Community Areas (upon completion of construction by Developer), including, but not limited to, landscaping, roadways, drainage structures, street lighting fixtures and appurtenances, except public utilities. All such work shall be done as ordered by the Board of Directors of the Association acting on a majority vote of the Board members. Maintenance of the street lighting fixtures shall include the fixtures within the Community Areas and shall further extend to payment for electricity consumed in the illumination of such lights. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article V hereof. Assessments for the Community Areas shall be against all Units equally; provided, however, that the cost of any maintenance, repair or replacement caused by the negligent conduct of a Member or by the failure of a Member to comply with the lawfully adopted rules and regulations of the Association shall be levied as a special assessment against such Member. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Community Areas or abandonment of his right to use the Community Areas.

(c) Developer's Right to Community Areas. Developer shall have the right, from time to time, to enter upon the Community Areas and upon adjacent properties for the purpose of constructing any facilities on the Community Areas that Developer elects to build.

(d) Street Lighting. The Association may install street lighting, and shall have the obligation for maintenance of any street lighting facilities from the date of recording this Declaration or from the date of installation of the street lighting, whichever occurs first. In the event the Developer, in its sole discretion, elects to install such street lighting, Developer shall be entitled to all rebates or refunds of the installation charges and the Association hereby assigns such rebates or refunds to Developer and the Association shall forthwith pay same to the Developer.

(e) Recreation Facilities and Additional Community Areas. The Recreation Facilities shall include, but not be limited to, pools and accompanying sundecks, bath facilities and shall specifically exclude those portions of the Community Areas constituting roads, access tracts, water bodies, beaches, parks, ponds, or bike paths dedicated for such purposes by the Developer, at the sole discretion of the Developer and made subject to this Declaration (pursuant to Section 2 of Article II) without the submission of additional recreation areas. The maximum number of units that will utilize the Community Areas is 640, of all of the lands of the The Lakeshore Community are subjected to the terms of this Declaration without additional Recreational Facilities being provided.

The decision to declare additional Community Areas and Recreational Facilities shall be at the sole discretion of the Developer and as required by governmental regulations.

(f) Designation of Restricted Community Areas.

(1) By the Developer - The Developer hereby reserves the right to designate certain Recreation Facilities of the Community Areas as Restricted Community Areas and certain Owners who may use the designated area ("Beneficiary Owners") in any Supplemental Declaration without the consent of any Owners or the Association. The cost and expenses for any Restricted Common Area shall be against the designated Beneficiary Owners equally, subject to the same condition as assessments for Community Areas.

(2) By the Association - The Board of Directors may designate certain Recreation Facilities of the Community Areas as Restricted Community Areas and its Beneficiary Owners. Such designation shall be made by resolution of the Board which shall describe such areas, designate the Beneficiary Owners entitled to their use, set forth the amount of the annual assessment attributable thereto, and redistribute such assessment among the Beneficiary Owners. The annual assessment shall be adjusted accordingly as to Non-beneficiary and Beneficiary Owners. Such resolution shall be effective at the beginning of the next assessment period.

Section 6. Lawn and Exterior Maintenance. The Association shall provide maintenance of all lawn areas and sprinkler systems located within The Properties. Provided, however, that the Association may contract with the Condominium Association to maintain such areas if, in its sole discretion, the Association deems it desirable. The obligations of the Association as described herein shall extend only to the landscaping as originally installed by the Developer. If any Condominium Association fails to maintain its Condominium Building, the Association may, at its option, provide such service and the Owners within the Condominium Association shall be responsible for the expense of such service. Assessments for lawn maintenance shall be against all Units equally; provided, however, that the cost of any lawn maintenance caused by the negligent conduct of an Owner, his guests, family or tenants or by the failure of such Owner, his guests, family or tenants to comply with the lawfully adopted rules and regulations of the Association shall be levied as a special assessment against such Owner. In addition, an Owner, his guests, family or tenants may be specially assessed for any damage or injury caused by the negligent conduct of such Owner to any easement areas granted to the Association. Nothing contained herein shall obligate the Association to make repairs or replacements of improvements damaged by fire, windstorm, hail or other casualty; such repairs or replacements shall be made by the Condominium Association and/or Owner of the Unit which suffers damage.

Section 7. Architectural Control Board. The Architectural Control Board shall be a standing committee of the Association. The Architectural Control Board shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of the Declaration. The initial rules and regulations of the Architectural Control Board are set forth on Exhibit "D" attached hereto and made a part hereof. The initial Architectural Control Board shall be composed of: Louis Beck, Jose Navarro, Neil Rowan and the address of said Board shall be Homestead, Florida. A majority of the Board may take any action the Board is empowered to take, may designate a representative to act for the Board, and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Board, the remaining members shall have full authority to designate a successor. The members of the Board shall not be entitled to any compensation for services performed pursuant to this Section. When all residential dwelling units proposed by the Developer to be constructed with The Properties have been conveyed to Owners, the members of the Architectural Control Board shall be designated by the Directors of the Association.

Section 8. Powers. The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to acquire, by purchase, lease or otherwise, one or more dwelling units for occupancy by its employees or independent contractors, and to enter into an agreement or agreements from time to time with one or more person, firms or corporations for management or maintenance services. The Association shall have all other powers as provided in its Articles of Incorporation.

ARTICLE IV

ASSOCIATION-- COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for the Assessments. The Developer, for each Unit owned by it within the Properties, hereby covenants, and each Owner of any Unit, by acceptance of a deed

therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments for general expenses as provided in Section 2 hereof, and special assessments as provided in Section 5 hereof, such assessments to be fixed, established and collected, from time to time, as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Unit against which such assessment is made, and shall also be the personal obligation of the person who was the Owner at the time when the assessment fell due. Except as otherwise provided, all assessments shall be equally assessed against all Units within The Properties.

Section 2. Purpose of Assessments. The annual assessments levied by the Association shall be used exclusively for the general expenses of the Association. General expenses are any and all charges for the maintenance of the Community Areas as provided in Article III, and to promote the health, safety, welfare, and recreational opportunities of the Members of the Association and their families residing with them, and their guests and tenants, including, but not limited to: (1) expenses of administration, maintenance, repair or replacement of the Community Areas (2) reasonable reserves deemed necessary by the Board of Directors for repair, replacement or addition to the Community Area; and, expenses agreed upon as General Expenses by the Association. By a majority vote of the Board of Directors, the Board shall adopt an annual budget for the subsequent fiscal year which shall provide for allocation of expenses in accordance with this Declaration and in such a manner that the obligations imposed by this Declaration will be met.

Section 3. Budgets. The Board of Directors shall cause to be prepared a separate budget for the following:

- (1) The Community Areas;
- (2) Any restricted Community Areas that may be designated pursuant to Article 5(e).

The expenses for the Community Areas shall be divided among all Units subject to this Declaration. The expenses for any Restricted Community Areas shall be divided among those units entitled to the use of such Restricted Community Areas.

Section 4. Date of Commencement of Annual Assessments; Due Dates.

The annual assessments shall commence on the first day of the month next following the recording of this Declaration. Thereafter, the Board of Directors shall fix the date of commencement and amount of the assessment against each Lot at least thirty (30) days in advance of the commencement period. The annual assessments shall be payable in advance in monthly installments, or as otherwise determined by the Board of Directors of the Association. The amount of the annual assessment may be changed, at any time, by said Board from that originally adopted or that which is adopted in the future. The assessment shall be for a fiscal year, commencing with the beginning of annual assessments.

Section 5. Special Assessments. A special assessment may be levied against one or more Units for the following:

- (a) special services to a specific unit, units or building which services are requested by the Owner(s) or Condominium Associations thereof.
- (b) charges for expenses of the Association which are not General Expenses by which are attributable to a specific unit or units and which are designated as a special charge.
- (c) reimbursement for damages caused by a Unit Owner or Owners, their family members, guests, invitees or tenants.
- (d) capital improvements relating to the Community Areas or any Restricted Community Areas.

(a) late charges, user fees, fines and penalties.

(c) any General Expense which is not covered due to deficiency in assessments.

The Board of Directors shall fix the amount and due date of any special assessment by resolution, which resolution shall also set forth the Unit or Units subject to such assessments for capital improvements shall not be effective until approved by two-thirds (2/3) vote of the members voting, in person or by proxy, at a meeting called for such purpose.

Section 6. Trust Funds. The portion of all annual assessments collected by the Association as reserves for future expenses, and the entire amount of all special assessments collected for capital improvements shall be held by the Association in trust for the Owners of all Units, as their interests may appear.

Section 7. Effect on Developer. Notwithstanding any provision that may be contained to the contrary in this instrument, for so long as Developer is the Owner of any Unit, the Developer shall not be liable for assessments against such Unit.

Section 8. Roster; Notice; Certificate. A roster of the Units and assessments applicable thereto shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall, upon demand at any time furnish to any Owner liable for an assessment a certificate in writing, signed by an officer of the Association, setting forth whether such assessment has been paid as to the Unit owned by the Owner making request therefor. Such certificate shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid.

Section 9. Collection of Assessment; Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; the Lien; Remedies of the Association. If the assessments are not paid on the date when due, then such assessments shall become delinquent and shall, together with such any late charges and/or interest thereon and the cost of collection thereof and attorneys' fees as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives, successors and assigns. Any individual who acquires title to a Unit upon the death of an Owner or by operation of law shall be personally liable for unpaid assessments with respect to such Unit. In any voluntary conveyance, the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments made prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee therefor.

If the assessment is not paid within ten (10) days after the due date, the Association may impose a late charge of Fifty (\$50.00) Dollars and/or the assessment shall bear interest from the date when due at the maximum interest allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the property on which the assessment is unpaid, or may foreclose the lien against the property on which the assessment is unpaid, in like manner as a foreclosure of a mortgage on real property, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment, attorneys' fees to be fixed by the court together with the costs of the action, and the Association shall be entitled to attorneys' fees in connection with any appeal of any such action.

It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessment provided for in this Article IV shall be subordinate to the lien of any institutional first mortgage recorded prior to the recording of a claim of

years each unless an instrument signed by the then Owners of two-thirds (2/3) of the Units has been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part.

Section 2. Notice. Any notice required to be sent to any Voters Representative or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner, or Voting Representative on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants and failures by the Developer, the Association or the Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. These covenants may also be enforced by the Architectural Control Board. The prevailing party in any such enforcement proceeding shall be entitled to his attorneys' fees and costs.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

Section 5. Amendments.

A. Until the Turnover Date, this Declaration may only be amended as follows: (1) by the Owners as provided below with the consent and joinder of the Developer; (2) by the Developer, which amendment shall not require the joinder of the Association or any Owner unless it shall have the effect of materially increasing the assessments due hereunder without benefit of additional facilities.

B. After the Turnover Date, this Declaration may be amended as follows:

1. By the Owners holding not less than two-thirds (2/3) of the vote of the membership in the Association; provided, however, such amendment shall require the consent of the Developer so long as it is the Owner of any portion of The Properties.

2. By the Developer in order to correct scrivener's errors and in order to comply with the requirements of any governmental or regulatory agency.

Section 6. Effective Date. This Declaration shall become effective upon its recordation in the Dade County Public Records.

EXECUTED as of the date first above written.

Signed, sealed and delivered
in the presence of:

Michael J. Davis
Annette H. H.

VETERANS CONSTRUCTION
CORPORATION, a Delaware corporation

By: M. J. Bluman
Vice President

Corporate Seal



STATE OF FLORIDA
COUNTY OF DADE

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)SS:
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The foregoing instrument was acknowledged before me, this 21st day of May, 1985, Neil P. Green as Vice President of Veterans Construction Corporation, a Delaware corporation, on behalf of the corporation.

My Commission Expires:

Peter Dora
Notary Public
State of Florida



NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires Oct. 18, 1988

OFF
REC 12526 PG 2542

EXHIBIT "A"
TO
DECLARATION OF COVENANTS
AND RESTRICTION FOR
THE LAKESHORE COMMUNITY AT
VILLAGES OF HOMESTEAD

EXHIBIT "B"
TO
DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
THE LAKESHORE COMMUNITY AT
VILLAGES OF HOMESTEAD

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EXHIBIT "C"
TO
DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
THE LAKESHORE COMMUNITY AT
VILLAGES OF HOMESTEAD

EXHIBIT "D"
TO
DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS FOR
THE LAKESHORE COMMUNITY AT
VILLAGES OF HONESTRAD

Rules and Regulations
of the
Architectural Control Board
of The Lakeshore Community

1. Any Owner who desires to construct an improvement or structure of any kind shall submit two (2) complete sets of all plans and specifications and samples of proposed building materials to the Architectural Control Board (the "Board").

2. All approvals of the Board shall be subject to further approval by the Architectural Control of the Master Association.

3. No window or wall air conditioning units are permitted.

4. Except when placed in front for pick-up, no garbage container shall be visible from any street or other right-of-way.

5. All dogs and cats shall be leashed at all times and Owners shall remove any excretions immediately.

CONSENT OF HOMESTEAD PROPERTIES

GROSSMAN HOLDINGS LIMITED, BLEEMAN HOLDINGS LIMITED, THE MERIDIAN BUILDING GROUP LIMITED, and MARKBOROUGH PROPERTIES LIMITED, all Canadian corporations incorporated under the laws of Ontario d/b/a HOMESTEAD PROPERTIES, herein called HOMESTEAD PROPERTIES, the Developer under that certain Declaration of Protective Covenants and Conditions for Villages of Homestead, dated September 5, 1978 and recorded in Official Records Book 10169, Page 1539 of the Public Records of Dade County, Florida, as amended, modified or supplemented, herein called Declaration of Conditions consents to the filing of the foregoing Declaration of Covenants and Restrictions of The Lakeshore Community at Villages of Homestead upon the following described property in Dade County, Florida:

See Exhibit "A" of the Declaration of Covenants and Restrictions of The Lakeshore Community at Villages of Homestead.

This consent is made for the sole purpose of compliance with §718.104, Fla. Stat. and the above cited Declaration of Conditions and shall not create any liability on the part of HOMESTEAD PROPERTIES.

Signed, Sealed and Delivered in the Presence of:

GROSSMAN HOLDINGS LIMITED, BLEEMAN HOLDINGS LIMITED, THE MERIDIAN BUILDING GROUP LIMITED, and MARKBOROUGH PROPERTIES LIMITED

Michelle J. Nathan

By: [Signature]
Attorney-in-Fact

Carina S. Fox

By: [Signature]
Attorney-in-Fact

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

NOTARY PUBLIC STATE OF FLORIDA
RICHARD B. BRITTON
CLERK CIRCUIT COURT

CHARLES G. SMITH, JR. and MICHAEL MARCUS, Attorneys-in-Fact of HOMESTEAD PROPERTIES, a general partnership, appeared before me, and after being duly sworn they acknowledged that they executed the foregoing instrument for the purposes therein expressed, on this 15th day of May, 1981.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 27, 1982
BOOKED INTO PUBLIC RECORDS

