

instrument prepared by:
Fred S. Crowder, Esq.
SINFELD & ASSOCIATES, P.A.
Brickell Plaza, Suite 900
Miami, Florida 33131

94-1000-
03-21-94 03:45PM

Reserved

FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
THE GABLES AT BONAVENTURE

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE GABLES AT BONAVENTURE (hereinafter "Amendment"), is made this 3RD day of MARCH, 1994, by JOSTAR DEVELOPMENT CORPORATION, a Florida corporation (hereinafter referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant recorded a Declaration of Covenants and Restrictions for The Gables at Bonaventure on October 7, 1993 in Official Records Book 21227, at Page 0302 of the Public Records of Dade County, Florida; and

WHEREAS, in Article XI, Section 4, Declarant reserved to itself the right to amend the Declaration by recordation of an instrument containing the Amendment in the Public Records of Dade County, Florida.

NOW, THEREFORE, Declarant declares that Article IV, Section 6 deleted in its entirety and the following is substituted therefor:

Section 6. Maintenance, Original Construction and Encroachment Easements. The following easements are granted with the intent to facilitate the construction and maintenance of all Building Units, fences and walls along Zero Lot Lines:

(a) Each Lot that has Zero Lot Line shall have constructed thereon a Dwelling Unit that is two and one-half (2.5) feet from the Zero Lot Line (the "Zero Lot Line Lot"). Declarant reserves for itself a construction easement and for itself and each Zero Lot Line Owner a maintenance easement over the Lot (the "Adjacent Lot") adjoining the Zero Lot Line (the "Construction and Maintenance Easement"). The Construction and Maintenance Easement shall be two and one half (2.5) feet in width, shall be immediately contiguous to the Zero Lot Line and shall run the length of the Adjacent Lot. The Construction and Maintenance Easement may be used by the Declarant for construction of a Dwelling Unit on the Zero Lot Line Lot and by the Owner of the Zero Lot Line Lot for maintenance of the Dwelling Unit, its appurtenances, if any, and for a roof overhang, if any. Additionally should any portion of the original Dwelling Unit on a Zero Lot Line Lot encroach on the Adjacent Lot, such encroachment shall be permitted and be deemed part of the Construction and Maintenance Easement granted herein or so long as such encroachment shall exist.

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(b) Additionally, the Declarant reserves for itself and each Owner of an Adjacent Lot (the "Adjacent Lot Owner") an easement on the Zero Lot Line Lot for the installation and maintenance of a permitted fence or similar enclosure (the "Fence"). The Fence easement shall be two and one-half (2.5) feet in width, shall be immediately contiguous to the Zero Lot Line and shall run the length of the Zero Lot Line Lot the "Fence Easement"). The Fence Easement may be used by the Declarant for the installation of a Fence and by the Adjacent Lot Owner for the installation and maintenance of a Fence. Any Fence constructed as provided herein, whether by the Adjacent Lot Owner or the Zero Lot Line Owner, shall be constructed to commence at the walls or either wall of the Zero Lot Line Lot Dwelling Unit and may extend the length of the Zero Lot Line Lot. The Fence Easement shall be maintained by the Owner of the Adjacent Lot.

All other matters contained in the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant has set its hand and seal the day and year first above written.

WITNESSES:

Valerie Galloway

VALEXIE E. GALLOWAY
Print or Type Name

[Signature]

ROSA IBANEZ
Print or Type Name

LANDSTAR DEVELOPMENT CORPORATION,
a Florida corporation,

By: [Signature]

Name: HARRY WAINSHAL

Title: EXECUTIVE VICE PRESIDENT
(SEAL)

(DECLARANT)

BK 21899PG0886

STATE OF FLORIDA)
COUNTY OF DADE)

This First Amendment to the Declaration of Covenants and Restrictions for The Gables at Bonaventure was acknowledged before me this 3rd day of MARCH, 1994, by HARRY WAINSHAL, as EX. VICE PRESIDENT of Landstar Development Corporation, a Florida corporation, on behalf of the corporation. He is personally known to me.

Valerie Galloway

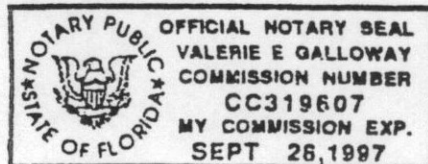
NOTARY PUBLIC, State of Florida
at Large

VALEXIE E. GALLOWAY
Type or Stamp Name of Notary

[NOTARIAL SEAL]

My Commission Expires:

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JOINER AND CONSENT BY MORTGAGEE

The Gables at Bonaventure is presently encumbered by two mortgages to Nationsbank of Florida, N.A. (the "Mortgagee") which mortgages were recorded in Official Records Book 20819, at Page 0498, and in Official Records Book 20819, at Page 530, Public Records of Broward County, Florida (the "Mortgage"), as amended and modified of record.

Mortgagee hereby certifies that it is the holder of the mortgages and hereby joins in and consents to this First Amendment to the Declaration of Covenants and Restrictions for The Gables at Bonaventure (the "Declaration"). The Mortgagee or its successors and/or assigns in interest by virtue of foreclosure of the mortgages or the taking of a deed in lieu thereof shall not assume any responsibility or liability under this Declaration unless specifically assumed by an instrument in writing and recorded in the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed this 15th day of March, 1994.

Signed, sealed and delivered in the presence of:

[Signature]

DAVID ALBRIGHT
Print or Type Name

[Signature]

PATRICK ASSALI
Print or Type Name

NATIONSBANK OF FLORIDA, N.A.,
a national banking association,
701 West Cypress Creek Road
Suite 201
Fort Lauderdale, Florida 33309

By: _____

Name: W. Glenn Ryals

Title: Vice President

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing Joinder and Consent by Mortgagee was acknowledged before me this 16 day of March, 1994 by W. Glenn Ryals as Vice President, on behalf of Nationsbank of Florida, N.A.

[Signature]
NOTARY PUBLIC, State of Florida
at Large
KAREN ZABATTA
Print or Stamp Name of Notary

My Commission Expires:

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

BK 21899PG0887



Prepared by and recorded copies
should be sent to:
Mildred S. Crowder, Esq.
WEISENFELD & ASSOCIATES, P.A.
799 Brickell Plaza, Suite 900
Miami, Florida 33131

96-083176 T#001
02-22-96 08:48AM

Reserved

SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
THE GABLES AT BONAVENTURE

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE GABLES AT BONAVENTURE (hereinafter "Amendment"), is made this 1st day of SEPTEMBER, 1995, by LANDSTAR DEVELOPMENT CORPORATION, a Florida corporation (hereinafter referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant recorded a Declaration of Covenants and Restrictions for The Gables at Bonaventure on October 7, 1993 in Official Records Book 21227, at Page 0302 and recorded a First Amendment to the Declaration of Covenants and Restrictions for The Gables at Bonaventure in Official Records Book 21899, at Page 0885, both in the Public Records of Broward County, Florida (collectively the "Declaration"); and

WHEREAS, Declarant and Bonaventure Associates, Ltd. ("Bonaventure"), the owner of a portion of the adjacent parcel of land, entered into an agreement which provides that each deed a portion of its parcel to the other to correct an encroachment problem; and,

WHEREAS, the portion of the Declarant's property to be deeded to Bonaventure needs to be released from the terms and conditions of the Declaration and the portion of Bonaventure's property to be deeded to Declarant needs to be subjected to the terms and conditions of the Declaration; and,

WHEREAS, in Article II, Section 2(a)(i), Declarant reserved to itself the right to bring other lands under the provisions of the Declaration and to delete certain lands from the provisions of the Declaration.

NOW, THEREFORE, Declarant amends the Declaration as follows:

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1. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. The property more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference is hereby released from all of the terms and conditions of the Declaration.

3. The property more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference is hereby made subject to all of the terms and conditions of the Declaration.

4. Unless specifically modified hereby, all other matters contained in the Declaration remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant has set its hand and seal the day and year first above written.

WITNESSES:

Valerie E. Galloway

Valerie E. Galloway
Print or Type Name

Cristina Rico

Cristina Rico
Print or Type Name

LANDSTAR DEVELOPMENT CORPORATION,
a Florida corporation,

By: H. Nainshal

Name: HARRY NAINSHAL

Title: EXECUTIVE VICE PRESIDENT
(SEAL)

(DECLARANT)

STATE OF FLORIDA)
COUNTY OF DADE)

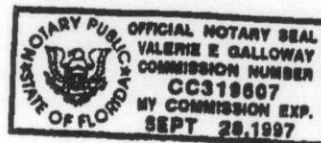
This Second Amendment to the Declaration of Covenants and Restrictions for The Gables at Bonaventure was acknowledged before me this 1st day of SEPT., 1995, by HARRY NAINSHAL, as Ex. V.P. of Landstar Development Corporation, a Florida corporation, on behalf of the corporation. He is personally known to me.

Valerie E. Galloway
NOTARY PUBLIC, State of Florida
at Large
VALERIE E. GALLOWAY
Type or Stamp Name of Notary

[NOTARIAL SEAL]

My Commission Expires:

\\hoa-docs\gables.2m



BK24517PG048f

JOINER AND CONSENT BY MORTGAGEE

The Gables at Bonaventure is presently encumbered by two Mortgages to Nationsbank of Florida, N.A. (the "Mortgagee") which Mortgages were recorded in Official Records Book 20819, at Page 0498, and in Official Records Book 20819, at Page 530, Public Records of Broward County, Florida (the "Mortgage"), as amended and modified of record.

Mortgagee hereby certifies that it is the holder of the Mortgages and hereby joins in and consents to this Second Amendment to the Declaration of Covenants and Restrictions for The Gables at Bonaventure (the "Second Amendment"). The Mortgagee or its successors and/or assigns in interest by virtue of foreclosure of the Mortgages or the taking of a deed in lieu thereof shall not assume any responsibility or liability under this Second Amendment unless specifically assumed by an instrument in writing and recorded in the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed this 12 day of September, 1995.

Signed, sealed and delivered in the presence of:

NATIONSBANK OF FLORIDA, N.A.,
a national banking association,
701 West Cypress Creek Road
Suite 101
Fort Lauderdale, Florida 33309

Debra Concoran

By: [Signature]

Debra Concoran
Print or Type Name

Name: David Albright

[Signature]

Title: Assistant Vice President

MELANIE LEVINE
Print or Type Name

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing Joinder and Consent by Mortgagee was acknowledged before me this 12th day of September, 1995 by David Albright as Asst. Vice President on behalf of Nationsbank of Florida, N.A.

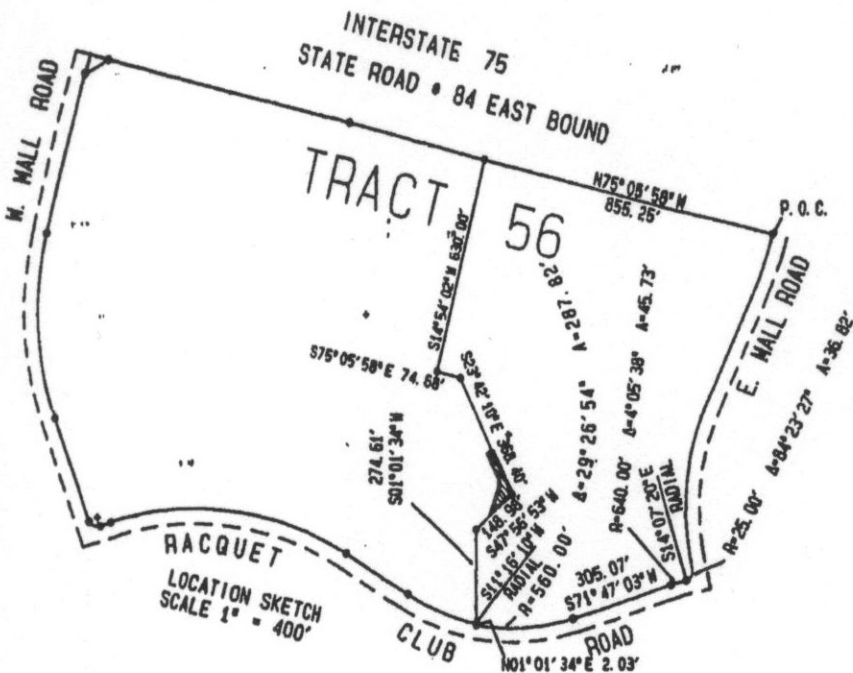
[Signature]
NOTARY PUBLIC, State of Florida
at Large



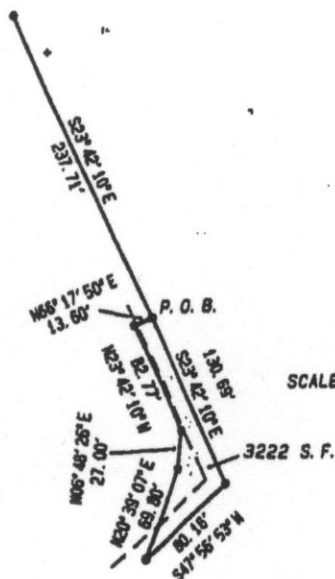
Print or Stamp Name of Notary

My Commission Expires:

BK 24517PG0482



RACQUET CLUB ROAD LOCATION SKETCH SCALE 1" = 400'



BK 24517P60483

ORDER No. G44334-A1
 DATE 7-19-94
 PREPARED UNDER MY SUPERVISION
Alonzo T. Raynor V. PRES.
 ALONZO T. RAYNOR
 FLORIDA P.L.S. No. 2265

THIS IS NOT A LAND SURVEY

SCHWEBKE-SHISKIN & ASSOCIATES, INC.
 3240 CORPORATE WAY, MIRAMAR, FL. 33025
 LAND PLANNERS - ENGINEERS - ARCHITECTS - LAND SURVEYORS

"LDC" PARCEL 1 (EXHIBIT "A")

SHEET 1 OF 2 SHEETS

SKETCH TO ACCOMPANY LEGAL DESCRIPTION:
 "LDC" PARCEL 1 (EXHIBIT "A")

A portion of Tract 56, "BONAVENTURE", according to the plat thereof, as recorded in Plat Book 82 at Page 43 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Northeasterly corner of said Tract 56; thence run North 75 degrees 05 minutes 58 seconds West, along the Northerly boundary line of said Tract 56, for 855.25 feet; thence South 14 degrees 54 minutes 02 seconds West, at right angles to the last and next mentioned courses, for 630.00 feet; thence South 75 degrees 05 minutes 58 seconds East, for 74.68 feet; thence South 23 degrees 42 minutes 10 seconds East, for 237.71 feet to the Point of Beginning of the following described parcel; thence continue South 23 degrees 42 minutes 10 seconds East, along the last mentioned course, for 130.69 feet; thence South 47 degrees 56 minutes 53 seconds West, for 80.18 feet; thence North 20 degrees 39 minutes 07 seconds East, for 69.80 feet; thence North 6 degrees 48 minutes 26 seconds East, for 27.00 feet; thence North 23 degrees 42 minutes 10 seconds West, for 82.77 feet; thence North 66 degrees 17 minutes 50 seconds East, at right angles to the last mentioned course, for 13.60 feet to the Point of Beginning. Lying and being in Section 5, Township 50 South, Range 40 East, Broward County, Florida and containing 3,222 square feet, more or less.

NOTE AND LEGEND:

Bearings shown hereon are based on an assumed South 71 degrees 47 minutes 03 seconds West, for portion of the Northerly Right-of-Way line of Racquet Club Road.

- P.O.C. Denotes Point of Commencement
- P.O.B. Denotes Point of Beginning
- R Denotes Radius
- Δ Denotes Delta or Central Angle
- A Denotes Arc

BK 24517PG0484



SCHWEBKE - SHISKIN & ASSOCIATES, INC.

LAND SURVEYORS • ENGINEERS • ARCHITECTS • 3240 CORPORATE WAY • MIRAMAR, FL 33025

ORDER No. GAA 334-A1

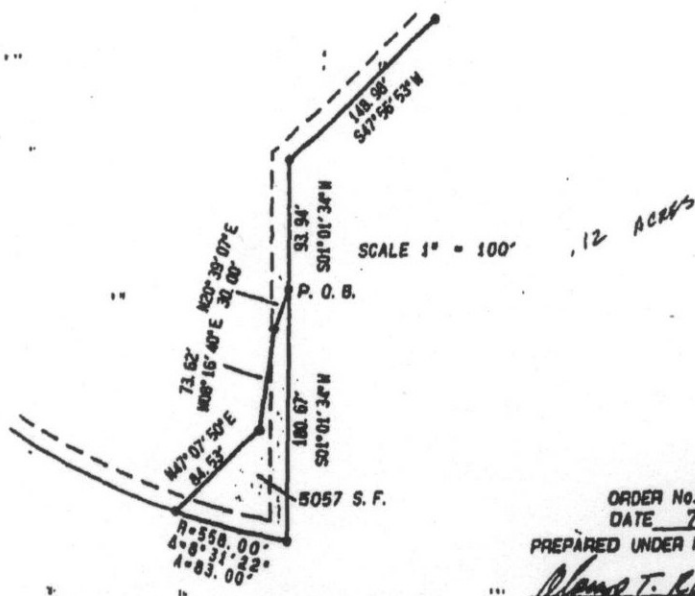
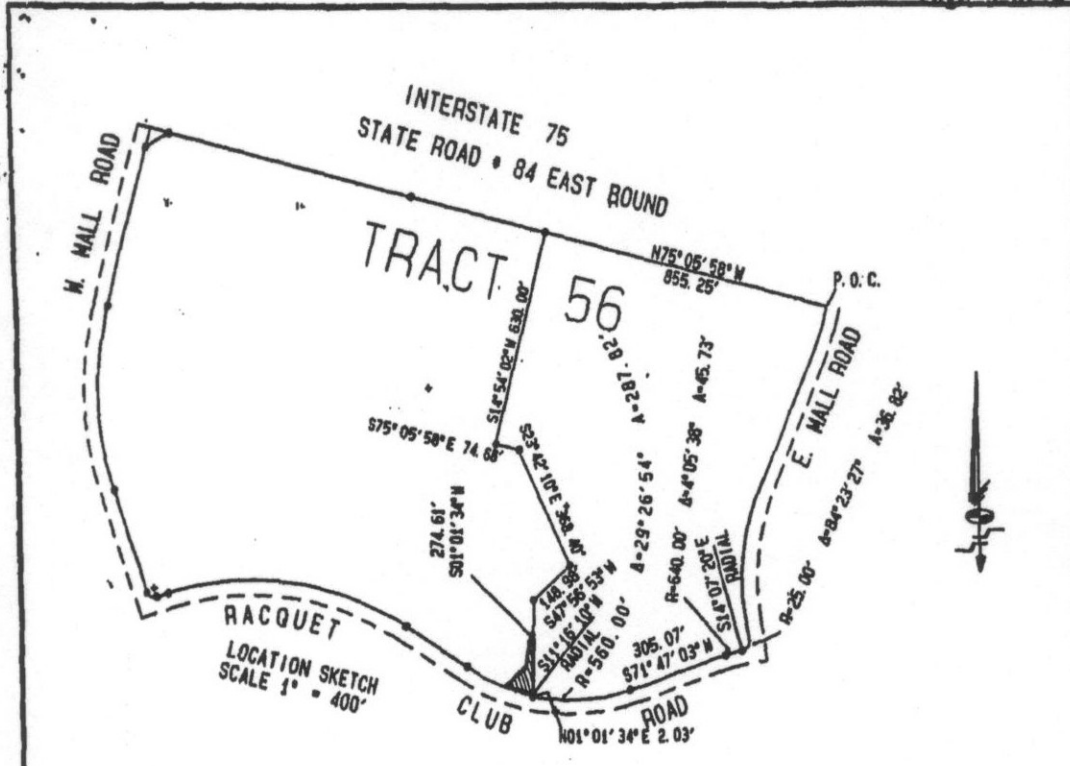
DATE 7-19-04

THIS IS NOT A "LAND SURVEY"

PREPARED UNDER MY SUPERVISION

Aloisio T. Rappior V-PRES.
 ALONZO T. RAPPIOR
 FLA. PROF. LAND SURVEYOR No. 2265

Sheet 2 of 2 Sheets



BK24517P60485

THIS IS NOT A LAND SURVEY

ORDER No. G44334-A2
 DATE 7-19-84
 PREPARED UNDER MY SUPERVISION
Alonzo T. Raynor V. PRES.
 ALONZO T. RAYNOR
 FLORIDA P.L.S. No. 2265

SCHWEBKE-SHISKIN & ASSOCIATES, INC.
 3240 CORPORATE WAY, MIRAMAR, FL. 33025
 LAND PLANNERS - ENGINEERS - ARCHITECTS - LAND SURVEYORS

SKETCH TO ACCOMPANY LEGAL DESCRIPTION:
"LDC" PARCEL 2 (EXHIBIT "A")

A portion of Tract 56, "BONAVENTURE", according to the plat thereof, as recorded in Plat Book 82 at Page 43 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Northeasterly corner of said Tract 56; thence run North 75 degrees 05 minutes 58 seconds West, along the Northerly Boundary line of said Tract 56, for 855.25 feet; thence South 14 degrees 54 minutes 02 seconds West, at right angles to the last and next mentioned courses, for 630.00 feet; thence South 75 degrees 05 minutes 58 seconds East, for 74.68 feet; thence South 23 degrees 42 minutes 10 seconds East, for 368.40 feet; thence South 47 degrees 56 minutes 53 seconds West, for 148.98 feet; thence South 1 degree 01 minute 34 seconds West, for 93.94 feet to the Point of Beginning of the following described parcel; thence continue South 1 degree 01 minutes 34 seconds West, along the last mentioned course for 180.67 Feet to a Point on a Curve, said point bears South 11 degrees 16 minutes 10 seconds West, from the radius point of the next described curve; thence Northwestwardly along a circular curve to the right, having a radius of 558.00 feet and a central angle of 8 degrees 31 minutes 22 seconds for an arc distance of 83.00 feet to a point on said curve (last mentioned course being coincident with portion of the Boundary of that certain right turn and 2.00 feet Bike Path dedication recorded in Official Records Book 20333 at page 552 of the Public Records of Broward County, Florida); thence North 47 degrees 07 minutes 50 seconds East, for 84.53 feet; thence North 8 degrees 16 minutes 40 seconds East, for 73.62 feet; thence North 20 degrees 39 minutes 07 seconds East, for 30.00 feet to the Point of Beginning. Lying and being in Section 5, Township 50 South, Range 40 East, Broward County, Florida and containing 5,057 square feet, more or less.

NOTE AND LEGEND:

Bearings shown hereon are based on an assumed South 71 degrees 47 minutes 03 seconds West, for portion of the Northerly Right-of-Way line of Racquet Club Road.

P.O.C. Denotes Point of Commencement
P.O.B. Denotes Point of Beginning
R Denotes Radius
Δ Denotes Delta or Central Angle
A Denotes Arc

BK 24517P60486



SCHWEBKE - SHISKIN & ASSOCIATES, INC.

LAND SURVEYORS • ENGINEERS • ARCHITECTS • 3240 CORPORATE WAY • MIRAMAR, FL 33025

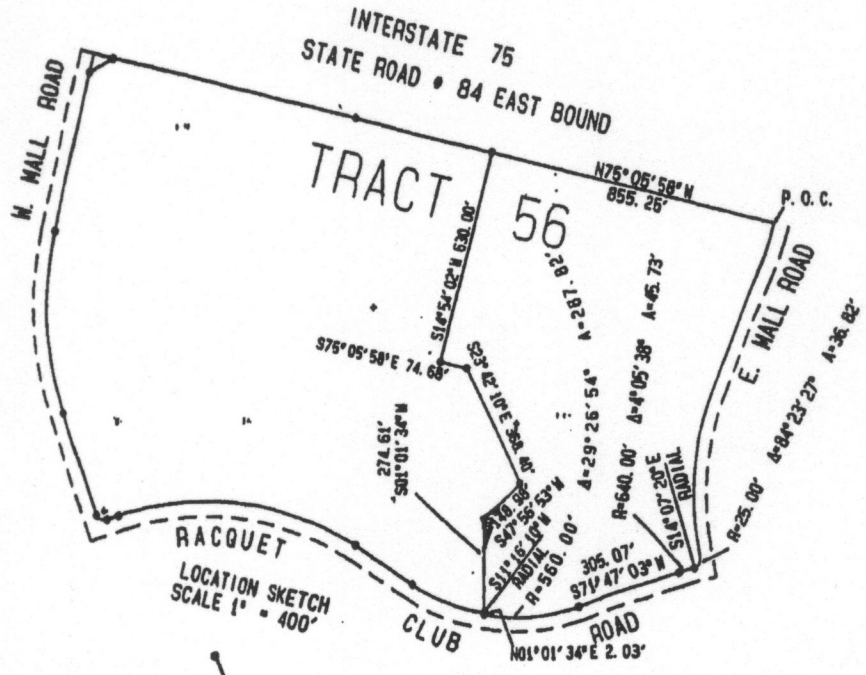
ORDER No. 644334-A2
DATE 7-10-94

THIS IS NOT A "LAND SURVEY"

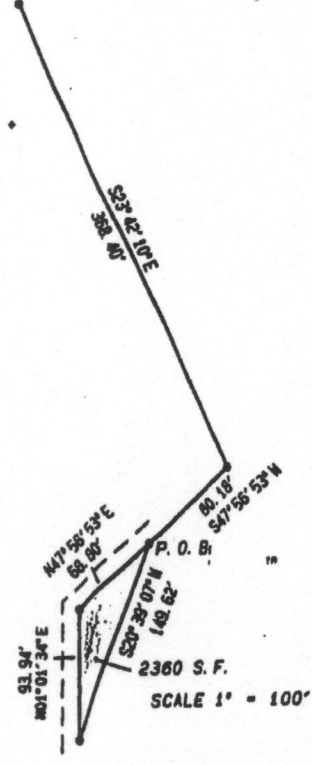
Sheet 2 of 2 Sheets

PREPARED UNDER MY SUPERVISION

Alvaro T. Raynor V. PRES.
ALVARO T. RAYNOR
FLA. PROF. LAND SURVEYOR No. 2265



RACQUET CLUB
LOCATION SKETCH
SCALE 1" = 400'



.05 ACRES

BK24517PG0487

ORDER No. G44334-B
 DATE 7-15-94
 PREPARED UNDER MY SUPERVISION
Alonzo T. Raynor V.-PRES.
 ALONZO T. RAYNOR
 FLORIDA P. L. S. No. 2265

THIS IS NOT A LAND SURVEY

SCHWEBKE-SHISKIN & ASSOCIATES, INC.
 3240 CORPORATE WAY, MIRAMAR, FL. 33025
 LAND PLANNERS - ENGINEERS - ARCHITECTS - LAND SURVEYORS

"LTD" PARCEL (EXHIBIT "B")

SHEET 1 OF 2 SHEETS

SKETCH TO ACCOMPANY LEGAL DESCRIPTION:

"LTD" PARCEL (EXHIBIT "B")

A portion of Tract 56, "BONAVENTURE", according to the plat thereof, as recorded in Plat Book 82 at Page 43 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Northeasterly corner of said Tract 56; thence run North 75 degrees 05 minutes 58 seconds West, along the Northerly Boundary line of said Tract 56, for 855.25 feet; thence South 14 degrees 54 minutes 02 seconds West, at right angles to the last and next mentioned courses, for 630.00 feet; thence South 75 degrees 05 minutes 58 seconds East, for 74.68 feet; thence South 23 degrees 42 minutes 10 seconds East, for 368.40 feet; thence South 47 degrees 56 minutes 53 seconds West, for 80.18 feet to the Point of Beginning of the following described parcel; thence South 20 degrees 39 minutes 07 seconds West, for 149.62 feet; thence North 1 degree 01 minutes 34 seconds East, for 93.94 feet; thence North 47 degrees 56 minutes 53 seconds East, for 68.80 feet to the Point of Beginning. Lying and being in Section 5, Township 50 South, Range 40 East, Broward County, Florida and containing 2,360 square feet, more or less.

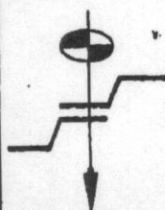
NOTE AND LEGEND:

Bearings shown hereon are based on an assumed South 71 degrees 47 minutes 03 seconds West, for portion of the Northerly Right-of-Way line of Racquet Club Road.

- P.O.C. Denotes Point of Commencement
- P.O.B. Denotes Point of Beginning
- R Denotes Radius
- Δ Denotes Delta or Central Angle
- A Denotes Arc

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY RECORDS DEPARTMENT

BK 24517PG0488



SCHWEBKE - SHISKIN & ASSOCIATES, INC.

LAND SURVEYORS • ENGINEERS • ARCHITECTS • 3240 CORPORATE WAY • MIRAMAR, FL 33025

ORDER No. 644334-B
DATE 7-10-94

PREPARED UNDER MY SUPERVISION
Alonzo T. Raynor V. PRES.
ALONZO T. RAYNOR
FLA. PROF. LAND SURVEYOR No. 2265

THIS IS NOT A "LAND SURVEY"

Sheet 2 of 2 Sheets

Prepared by and recorded copies
should be sent to:
Mildred S. Crowder, Esq.
WEISENFELD & ASSOCIATES, P.A.
799 Brickell Plaza, Suite 900
Miami, Florida 33131

96-143487 TMB03
03-26-96 01:35PM

Reserved

THIRD AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
THE GABLES AT BONAVENTURE

THIS THIRD AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE GABLES AT BONAVENTURE (hereinafter "Amendment"), is made this 12TH day of MARCH, 1996, by LANDSTAR DEVELOPMENT CORPORATION, a Florida corporation (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, Declarant recorded a Declaration of Covenants and Restrictions for The Gables at Bonaventure on October 7, 1993 in Official Records Book 21227, at Page 0302; recorded a First Amendment to the Declaration of Covenants and Restrictions for The Gables at Bonaventure in Official Records Book 21899, at Page 0885; and recorded a Second Amendment to the Declaration of Covenants and Restrictions for The Gables at Bonaventure in Official Records Book 24517, at Page 0480, all in the Public Records of Broward County, Florida (collectively the "Declaration"); and

WHEREAS, in Article XI, Section 4, Declarant reserved to itself the right to amend the Declaration by recordation of an instrument containing the Amendment in the Public Records of Broward County, Florida.

NOW, THEREFORE, Declarant amends the Declaration as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Article VI, ARCHITECTURAL CONTROL COMMITTEE, is deleted in its entirety and the following is substituted therefore:

ARTICLE VI
Architectural Control

Section 1.

(a) No building, fence, wall, antennas or other structures, or landscaping alterations or additions, shall be

BK 24658P00354

(14) ✓
OK

commenced, erected or maintained upon any Living Unit, nor shall any exterior addition to, change or alteration, including the changing of the existing color of paint or of roofing materials thereon, be made or undertaken unless approved in writing by the Board of Directors of the Association, or its designated review committee composed of three (3) or more representatives appointed by the Board (the "Committee"), and all appropriate governmental authorities having jurisdiction thereover. The Committee shall have absolute and complete discretion in approving or disapproving any request submitted to it and may base its decision on any ground it, in its sole discretion, deems sufficient.

(b) All requests for approval of such plans and specifications shall be mailed or delivered to:

THE GABLES AT BONAVENTURE HOMEOWNERS' ASSOCIATION, INC.
550 Biltmore Way, Suite 1110
Coral Gables, Florida 333134

or such other address as shall from time to time be designated by the Association.

(c) Notwithstanding anything herein to the contrary, Developer shall have the right to appoint the members of the Committee until the Turnover.

Section 2. In addition to the foregoing, all Lot Owners and this Association shall be bound by the decisions of the Architectural Control Committee ("ACC") established by the Master Declaration of Covenants and Restrictions.

3. Unless specifically modified hereby, all other matters contained in the Declaration remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant has set its hand and seal the day and year first above written.

WITNESSES:

M. S. Crowder

M. S. CROWDER
Print or Type Name

L. S. Wittenmyer

L. S. WITTENMYER
Print or Type Name

LANDSTAR DEVELOPMENT CORPORATION,
a Florida corporation,

By: [Signature]

Name: Robert J. Steen

Title: President

(SEAL)

(DECLARANT)

BK 24658P80355

JOINDER AND CONSENT BY MORTGAGEE

The Gables at Bonaventure is presently encumbered by two Mortgages to Nationsbank of Florida, N.A. (the "Mortgagee") which Mortgages were recorded in Official Records Book 20819, at Page 0498, and in Official Records Book 20819, at Page 530, both in the Public Records of Broward County, Florida (collectively the "Mortgage"), as amended and modified of record.

Mortgagee hereby certifies that it is the holder of the Mortgages and hereby joins in and consents to this Third Amendment to the Declaration of Covenants and Restrictions for The Gables at Bonaventure (the "Third Amendment"). The Mortgagee or its successors and/or assigns in interest by virtue of foreclosure of the Mortgages or the taking of a deed in lieu thereof shall not assume any responsibility or liability under this Third Amendment unless specifically assumed by an instrument in writing and recorded in the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed this 21st day of March, 1996.

Signed, sealed and delivered in the presence of:

NATIONSBANK OF FLORIDA, N.A.,
a national banking association,
701 West Cypress Creek Road
Suite 101
Fort Lauderdale, Florida 33309

[Signature]

CHAMEN DE SOUZA
Print or Type Name

By: [Signature]

Name: DAVID ALBRIGHT

[Signature]

MICHELLE K. TELSHERA
Print or Type Name

Title: VICE PRESIDENT

(CORPORATE SEAL)

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ASSessor

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing Joinder and Consent by Mortgagee was acknowledged before me this 21st day of MARCH, 1996 by DAVID ALBRIGHT as VICE PRESIDENT, on behalf of Nationsbank of Florida, N.A.

[Signature]
NOTARY PUBLIC, State of Florida
at Large
MICHELLE K. TELSHERA
Print or Stamp Name of Notary

My Commission Expires: 4.27.1999



BK24658P60357

STATE OF FLORIDA)
COUNTY OF DADE)

This Third Amendment to the Declaration of Covenants and Restrictions for The Gables at Bonaventure was acknowledged before me this 12TH day of MARCH, 1996, by RODOLFO STERN, as PRESIDENT of Landstar Development Corporation, a Florida corporation, on behalf of the corporation. He is personally known to me.



WILSON S. CROWDER
MY COMMISSION # CC 182580 EXPIRES
May 3, 1998
BONDED THROUGH TROY FAIR INSURANCE, INC

[NOTARIAL SEAL]

\\hos-docs\gables.3am

W. Crowder
NOTARY PUBLIC, State of Florida
at Large

Type or Stamp Name of Notary

My Commission Expires:

BK 24658P60356

Prepared by and recorded copies
should be sent to:
Mildred S. Crowder, Esq.
WEISENFELD & ASSOCIATES, P.A.
799 Brickell Plaza, Suite 900
Miami, Florida 33131

97-226078 T#001
05-05-97 10:02AM

Reserved

**FOURTH AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
THE GABLES AT BONAVENTURE**

THIS FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE GABLES AT BONAVENTURE (hereinafter "Amendment"), is made this 22nd day of April, 1996, by LANDSTAR DEVELOPMENT CORPORATION, a Florida corporation (hereinafter referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant recorded a Declaration of Covenants and Restrictions for The Gables at Bonaventure on October 7, 1993 in Official Records Book 21227, at Page 0302; recorded a First Amendment to the Declaration of Covenants and Restrictions for The Gables at Bonaventure in Official Records Book 21899, at Page 0885; recorded a Second Amendment to the Declaration of Covenants and Restrictions for The Gables at Bonaventure in Official Records Book 24517, at Page 0480; and recorded a Third Amendment to the Declaration of Covenants and Restrictions for The Gables at Bonaventure in Official Records Book 24658, at Page 0354, all in the Public Records of Broward County, Florida (collectively the "Declaration"); and

WHEREAS, in Article XI, Section 4, Declarant reserved to itself the right to amend the Declaration by recordation of an instrument containing the Amendment in the Public Records of Broward County, Florida.

NOW, THEREFORE, Declarant amends the Declaration as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Section 6 of the First Amendment to the Declaration recorded in Official Records Book 21899, at Page 0885, Public Records of Broward County, Florida, is amended as follows:
 - A. Paragraph (a) is amended by deleting the following:

BK 26371 PG 0705

(3/28)

JOINDER AND CONSENT BY MORTGAGEE

The Gables at Bonaventure is presently encumbered by two Mortgages to Nationsbank of Florida, N.A. (the "Mortgagee") which Mortgages were recorded in Official Records Book 20819, at Page 0498, and in Official Records Book 20819, at Page 530, both in the Public Records of Broward County, Florida (collectively the "Mortgage"), as amended and modified of record.

Mortgagee hereby certifies that it is the holder of the Mortgages and hereby joins in and consents to this Fourth Amendment to the Declaration of Covenants and Restrictions for The Gables at Bonaventure (the "Fourth Amendment"). The Mortgagee or its successors and/or assigns in interest by virtue of foreclosure of the Mortgages or the taking of a deed in lieu thereof shall not assume any responsibility or liability under this Third Amendment unless specifically assumed by an instrument in writing and recorded in the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed this 24th day of April, 1996.

Signed, sealed and delivered in the presence of:

NATIONSBANK OF FLORIDA, N.A.,
a national banking association,
701 West Cypress Creek Road
Suite 101
Fort Lauderdale, Florida 33309

Betty Levi

Betty Levi
Print or Type Name

Michelle K. Techeira

MICHELLE K. TECHEIRA
Print or Type Name

By: [Signature]

Name: David Albright

Title: Vice President

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing Joinder and Consent by Mortgagee was acknowledged before me this 24 day of April, 1996 by David Albright as V.P., on behalf of Nationsbank of Florida, N.A.

Betty Levi
NOTARY PUBLIC, State of Florida
at Large
Betty Levi
Print or Stamp Name of Notary

My Commission Expires:

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR



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"Additionally, should any portion of the original Dwelling Unit on a Zero Lot Line Lot encroach on the Adjacent Lot, such encroachment shall be permitted and be deemed part of the Construction and Maintenance Easement granted herein for so long as such encroachment shall exist."

B. Paragraph (b) is amended to provide that the Fence Easement granted therein may not be released by any future amendment to the Declaration nor by any action of the Gables at Bonaventure Homeowners' Association without the prior written consent of Broward County, Florida.

3. Unless specifically modified hereby, all other matters contained in the Declaration remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant has set its hand and seal the day and year first above written.

WITNESSES:

M. S. Crowder
M. S. CROWDER
Print or Type Name
Patricia C. Penner
Patricia C. Penner
Print or Type Name

LANDSTAR DEVELOPMENT CORPORATION,
a Florida corporation,

By: [Signature]
Name: Rodolfo Stern
Title: President
(SEAL)
(DECLARANT)

STATE OF FLORIDA)
COUNTY OF DADE)

This Fourth Amendment to the Declaration of Covenants and Restrictions for The Gables at Bonaventure was acknowledged before me this 22 day of APRIL, 1996, by RODOLFO STERN, as PRESIDENT of Landstar Development Corporation, a Florida corporation, on behalf of the corporation. He is personally known to me.



MILDRED S. CROWDER
MY COMMISSION # CC 192586 EXPIRES
May 3, 1996
BONDED THRU TROY FAIR INSURANCE, INC.

[NOTARIAL SEAL]

M. S. Crowder
NOTARY PUBLIC, State of Florida
at Large

Type or Stamp Name of Notary

My Commission Expires:

\\hoa-docs\gables.4am

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Prepared by and recorded copies
should be sent to:
Mildred S. Crowder, Esq.
WEISENFELD & ASSOCIATES, P.A.
550 Biltmore Way, Suite 1120
Coral Gables, Florida 33134

98-037570 T#001
01-21-98 04:05PM

Reserved

FIFTH AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
THE GABLES AT BONAVENTURE

THIS FIFTH AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE GABLES AT BONAVENTURE (hereinafter "Amendment"), is made this 8TH day of JANUARY, 1998, by LANDSTAR DEVELOPMENT CORPORATION, a Florida corporation (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, Declarant recorded a Declaration of Covenants and Restrictions for The Gables at Bonaventure on October 7, 1993 in Official Records Book 21227, at Page 0302; recorded a First Amendment ("First Amendment") to the Declaration of Covenants and Restrictions for The Gables at Bonaventure in Official Records Book 21899, at Page 0885; recorded a Second Amendment to the Declaration of Covenants and Restrictions for The Gables at Bonaventure in Official Records Book 24517, at Page 0480; and recorded a Third Amendment to the Declaration of Covenants and Restrictions for The Gables at Bonaventure in Official Records Book 24658, at Page 0354, and a Fourth Amendment to the Declaration of Covenants and Restrictions for The Gables at Bonaventure under Clarke File No. 97-085512, all in the Public Records of Broward County, Florida (collectively the "Declaration"); and

WHEREAS, in Article XI, Section 4, Declarant reserved to itself the right to amend the Declaration to clarify ambiguities that may exist in the Declaration by recordation of an instrument containing the Amendment in the Public Records of Broward County, Florida.

WHEREAS, because one side of some Dwelling Units at the Gables at Bonaventure are constructed 2.5 feet from the side property line, the Declarant established a 2.5 foot wide Construction and Maintenance Easement on the Adjacent Lot Owner's property to insure

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that the Zero Lot Line Owner would have adequate space to maintain the wall of the Dwelling Unit. To insure that the Construction and Maintenance Easement could not be reduced to 2.5 feet by the erection of a Fence on the Zero Lot Line by the Adjacent Lot Owner, the Declarant required that any Fence constructed by the Zero Lot Line Owner or the Adjacent Lot Owner must commence at the walls or either wall of the Zero Lot Line Lot Dwelling Unit. The Declarant created a Fence Easement to provide for the Adjacent Lot Owner to install and maintain a Fence on the Zero Lot Line Owner's property. Questions have arisen concerning the right of the Adjacent Lot Owner to enclose the Fence Easement area by allowing the Adjacent Lot Owner to construct the Fence in the Fence Easement area including the construction of the Fence over the 2.5 foot portion perpendicular to the Zero Lot Line Lot Dwelling Unit and thereby enclose the Easement Area.

WHEREAS, Declarant wishes to clarify the rights of Zero Lot Line Owners and Adjacent Lot Owners concerning the use of the Fence Easement.

NOW, THEREFORE, Declarant amends the Declaration as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. The following provision is added to Section 6 (b) of the Declaration:

The term installation as used herein shall include the right of the Adjacent Lot Owner to construct the Fence within the Fence Easement so that the Fence that is required to be installed adjacent to the wall or either wall of the dwelling unit may also cross the easement area in a way that is perpendicular to the Zero Lot Line. The Adjacent Lot Owner can fence the Adjacent Lot from the wall of the Dwelling Unit constructed thereon to the rear of the lot so long as access to the Adjacent Lot is provided to the Zero Lot Line Owner for exercise of the easement rights granted under the terms of the Construction and Maintenance Easement. It was the intent of the Declarant that both the Zero Lot Line Owner and the Adjacent Lot Owner be entitled to fence his/her lot, subject to the required approval of the ARC and the rights created in the Construction and Maintenance Easement (see sketch attached hereto for illustration, but not limitation, of a permissible fence design and installation).

3. All terms contained herein shall have the same meaning as contained in the Declaration. Unless specifically modified hereby, all other matters contained in the Declaration remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant has set its hand

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and seal the day and year first above written.

WITNESSES:

Caterina Saia

CATERINA SAIA
Print or Type Name

M.S. Crowder

M.S. CROWDER
Print or Type Name

LANDSTAR DEVELOPMENT CORPORATION,
a Florida corporation,

By: [Signature]

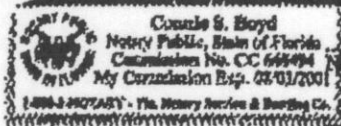
Name: DAVID L. GRIFFIN

Title: EXECUTIVE VICE PRESIDENT
(SEAL)

(DECLARANT)

STATE OF FLORIDA)
COUNTY OF DADE)

This Fifth Amendment to the Declaration of Covenants and Restrictions for The Gables at Bonaventure was acknowledged before me this 8th day of Jan, 1998, by David L. Griffin, as Executive Vice President of Landstar Development Corporation, a Florida corporation, on behalf of the corporation. He is personally known to me.



Connie S. Boyd
NOTARY PUBLIC, State of Florida
at Large

Type or Stamp Name of Notary

My Commission Expires: 8-5-01

[NOTARIAL SEAL]

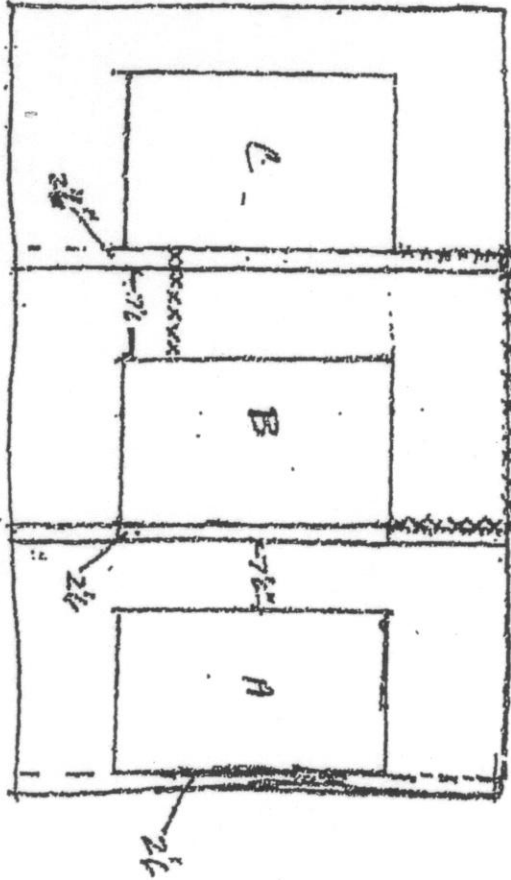
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SKETCH

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BUDGET FLOOR
PLAN
MAINTENANCE 2 1/2' OF B



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OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR