

Prepared By:
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Navon & Kopelman, P.A.
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Fort Lauderdale, Florida 33312
(305) 967-2788

SUPPLEMENTAL DECLARATION
FOR
SILVERLAKES Parcel "DD"

THIS SUPPLEMENTAL DECLARATION (the "Supplemental Declaration") is made this 26 day of January, 1995, by SILVER LAKES PARTNERSHIP, a Florida general partnership (hereinafter referred to as "Declarant") whose address is 10800 Brookpark Road, Cleveland, Ohio 44130.

W I T N E S S E T H:

WHEREAS, on April 26, 1990, Declarant filed that certain Declaration of Protective Covenants, Conditions, Easements and Restrictions for SilverLakes ("Declaration"), which is recorded in Official Records Book 17369, Page 240, of the Public Records of Broward County, Florida; and

WHEREAS, the real property described in attached Exhibit "A" is a portion of the real property described on Exhibit "A" to the Declaration; and

WHEREAS, Declarant is the owner of the real property described in Exhibit "A", attached hereto ("SilverLakes Parcel "DD" Neighborhood"); and

WHEREAS, the SilverLakes Parcel "DD" Neighborhood is hereby designated a "Neighborhood" in accordance with the provisions of Article III, Section 3(a) of the Declaration; and

WHEREAS, pursuant to the terms of Article III, Section 3(a), of the Declaration, Declarant may impose additional covenants and restrictions on such property; and

WHEREAS, Declarant desires to impose covenants, conditions and restrictions on the SilverLakes Parcel "DD" Neighborhood in addition to those contained in the Declaration.

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NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the real property described on Exhibit "A" hereof to the provisions of the Declaration and this Supplemental Declaration, which shall apply to SilverLakes Parcel "DD" Neighborhood in addition to the provisions of the Declaration, and SilverLakes Parcel "DD" Neighborhood is hereby designated as a Neighborhood in accordance with the Declaration. The SilverLakes Parcel "DD" Neighborhood shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration, both of which shall run with the title to such SilverLakes Parcel "DD" Neighborhood and shall be binding upon all Persons having any right, title or interest in such SilverLakes Parcel "DD" Neighborhood, their respective heirs, legal representatives, successors, successors-in-title and assigns. The provisions of this Supplemental Declaration shall be binding upon SilverLakes Community Association, Inc. in accordance with the terms of the Declaration.

ARTICLE I
DEFINITIONS

The definitions provided in Article I of the Declaration are incorporated herein by reference. Each of Lots D1 through D113, inclusive, of Silver Lakes Phase III Replat, according to the Plat thereof as recorded in Plat Book 159, Page 38 of the Public Records of Broward County, Florida, shall constitute a Unit pursuant to the Declaration.

ARTICLE II
EXCLUSIVE COMMON AREA

Those portions of the SilverLakes Parcel "DD" Neighborhood listed on attached Exhibit "B" are hereby designated as Exclusive Common Areas reserved for the exclusive use of Owners and occupants of Units within the SilverLakes Parcel "DD" Neighborhood and their guests and invitees, subject to easements set forth herein and easements of record. Every Owner in the SilverLakes Parcel "DD" Neighborhood has the nonexclusive easement of use, access and enjoyment in and to such Exclusive Common Area as provided in Article II, Section 2 of the Declaration.

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ARTICLE III
MAINTENANCE RESPONSIBILITIES

Section 1. Maintenance by Association. Pursuant to the authority granted in Article IV of the Declaration, the SilverLakes Community Association, Inc. ("Association") shall perform, maintain, repair and replace (except as otherwise specified), as applicable, and charge to the Owners of Units within the SilverLakes Parcel "DD" Neighborhood as a Neighborhood Assessment, the following:

- (a) The Exclusive Common Area and all improvements thereon and utilities therefor, including without limitation entry features, entry signs, walls, landscaping and pavement, located in the SilverLakes Parcel "DD" Neighborhood, except as set forth in Article III, Section 2 and 5 below.
- (b) All streetlighting located throughout the SilverLakes Parcel "DD" Neighborhood (not including lamp posts located on Units) shall be maintained by the Association and, notwithstanding anything provided herein to the contrary, the costs for maintenance, repair and replacement thereof, any annual fee or charge for streetlights, any bond costs for streetlights and the expense of the utilities for such streetlights, shall be assessed as a Neighborhood Expense. Any reimbursement from a utility for the installation of streetlighting shall accrue to the benefit of the party who paid for the installation of the streetlighting.
- (c) Any improvements, including without limitation entry features, identification signs and buffer walls, which are located in any easement area as provided in Article V, Section 2 of this Supplemental Declaration, except as set forth in Article III, Section 5 below.

Section 2. Maintenance by Owner. Maintenance of all other portions of the Units in the SilverLakes Parcel "DD" Neighborhood, including, without limitation, walls, fences, lamp posts, mailboxes, sidewalks and driveways shall be the responsibility of

the respective Unit Owners as provided in Article IV, Section 2 of the Declaration.

The Owner of a Unit shall also be responsible for maintaining any portion of the Properties between the boundary of his Unit and the edge of pavement of the adjacent paved roadway, including without limitation keeping all portions thereof (except driveways and sidewalks) fully landscaped and maintaining his driveway, sprinkler system and any portion of a sidewalk, if any, lying within such portion of the Properties. Such maintenance responsibilities shall exist whether or not such portion of the Properties is General Common Area or Exclusive Common Area.

If the driveway to any Unit is made of any material other than asphalt, including without limitation concrete or concrete pavers, the Owner of such Unit shall be responsible to repair any damage to such driveway, including but not limited to any damage caused by the holder of any easement over which such driveway is constructed. Each Owner, by acceptance of an instrument of conveyance of any Unit, agrees to indemnify and hold harmless the holder of any such easement, including without limitation the City of Miramar, its agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of any easement or the construction and/or maintenance of any driveway in that portion of the Properties between the boundary of such Owner's Unit and the edge of the adjacent paved roadway. Further, each Owner agrees to reimburse the City of Miramar any expense incurred in repairing any damage to such driveway.

The foregoing maintenance shall be performed consistent with the Community-Wide Standard.

No Owner of a Unit shall change the material of which the driveway to the Unit is constructed without the prior written approval of the NCC or MC.

Section 3. Insurance on Exclusive Common Areas. The costs incurred by the Association in obtaining insurance coverage on the Exclusive Common Areas in accordance with Article V, Section 1 of the Declaration shall be assessed against the Owners of Units within the SilverLakes Parcel "DD" Neighborhood as part of the Neighborhood Assessment.

Section 4. Management. Costs incurred by the Association for administration of the SilverLakes Parcel "DD" Neighborhood and the performance of its functions and duties under the Declaration and this Supplemental Declaration, including any fee charged to the Association by a professional management agent, may be assessed by the Board against Owners of Units in the SilverLakes Parcel "DD" Neighborhood as part of the Neighborhood Assessment. Such costs may include, without limitation, costs for secretarial and bookkeeping services, salaries of employees, legal and accounting fees and contracting expenses.

Section 5. Maintenance by Neighborhood Association. Pursuant to the authority granted in Article IV, Section 3 of the Declaration, the Neighborhood Association for the SilverLakes Parcel "DD" Neighborhood (and not the Association) shall perform, maintain, repair and replace, as applicable, and charge to the Owners of Units within the SilverLakes Parcel "DD" Neighborhood, the following:

- (a) Any improvements, entry gates and machinery and other appurtenances thereto, if any, (except for landscaping within Parcel M-3 as described in Exhibit "B" hereto) located on the Exclusive Common Area; and
- (b) Any other portion of the Exclusive Common Area which the Association desires to have the Neighborhood Association maintain.
- (c) Any master irrigation system within Silver Lakes Parcel "DD" Neighborhood, if any.
- (d) The maintenance and replacement of any and all landscape of any type located within the medians (as shown on the site plan approved by the City of Miramar for Silver Lakes Parcel "DD" Neighborhood) at each street cul de sac (hereinafter the "Cul de Sac Medians") within Silver Lakes Parcel "DD" Neighborhood which Cul de Sac Medians will all be located within Parcel PR-3 of Silver Lakes Phase III Replat, according to the Plat thereof as recorded in Plat Book 159, Page 38, of the Public Records of Broward County, Florida, together with the maintenance, repair and replacement, as applicable, of all irrigation lines and irrigation pumps providing water

for the irrigation of the Cul de Sac Medians and the expenses of utilities therefor.

- (f) Any portion of Parcel PR-3 of Silver Lakes Phase III Replat, according to the Plat thereof as recorded in Plat Book 159, Page 38, of the Public Records of Broward County, Florida, which may consist of paver blocks (as opposed to asphalt).

Any responsibilities of the Neighborhood Association set forth in this Article shall be performed in accordance with Article IV, Section 3 of the Declaration.

ARTICLE IV
USE RESTRICTIONS

Section 1. Sprinkler System. Unless a Unit is served by a master irrigation system, each Unit shall be equipped with a low-volume sprinkler system which meets the requirements set forth by the NCC or MC, as applicable, and by the Declaration. Any master irrigation system shall also be a low-volume sprinkler system which meets the requirements set forth by the NCC or MC, as applicable, and by the Declaration.

Section 2. Driveway Expansion Joint. Each driveway constructed of concrete or other similar material (as approved by the NCC or MC) leading to any Unit shall have an expansion joint across the entire driveway along the boundary line of such Unit.

Section 3. Garages. The garage which is constructed as part of the improvements to a Unit, shall not be converted to living space without the prior written approval of the MC.

Section 4. Parking Spaces. The use of any parking spaces located within the Exclusive Common Areas shall be governed by the Neighborhood Association provided that no use thereof shall be allowed which is in conflict with the Declaration.

ARTICLE V
EASEMENTS

In addition to those easements established in the Declaration, the SilverLakes Parcel "DD" Neighborhood shall also be subject to

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the easements set forth herein.

Section 1. Easement for Association Access. The Association shall have a perpetual, nonexclusive easement over every portion of the SilverLakes Parcel "DD" Neighborhood, including the Units, for the purposes of performing its maintenance responsibilities hereunder and under the Declaration, which easement may be used by the Association, its officers, directors, employees, agents and contractors, and entry upon any Unit for such purpose shall not be deemed a trespass.

Section 2. Use of Association Easements. The Association or its designee shall have the right to locate improvements within any easement in favor of the Association, including without limitation buffer walls, entry features, identification signs, landscape and utilities therefor.

Section 3. Easement for Driveway, Sidewalk and Sprinkler System Maintenance. Declarant hereby grants to each Owner, its successors and successors in title, a perpetual, non-exclusive easement for ingress, egress, access and maintenance purposes upon, across, over and under any portion of the Properties between the boundary of such Owner's Unit and the edge of pavement of the adjacent paved roadway for the existence, construction, maintenance, repair and replacement of any portion of a sidewalk, a driveway providing access to such Owner's Unit, any sprinkler system and for the maintenance purposes as set forth in Article III, Section 2 hereinabove.

ARTICLE VI
GENERAL

Section 1. Amendment.

(a) In addition to any other right of amendment or modification provided for in the Declaration, Declarant shall have the right, until the termination of the Class "B" Control Period, in its sole discretion and by its sole act without the joinder or consent of any Person, unless provided otherwise herein, by an instrument filed of record, to modify, enlarge, amend, delete, waive or add to provisions of this Supplemental Declaration or subject additional real property or Units to the terms and provisions of this Supplemental Declaration, including but not

limited to any other lots, if any, within the plat described in Exhibit A to this Supplemental Declaration; provided, however, that the Association shall, forthwith but not more than ten (10) days after request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request. Failure to so join and consent to an amendment or modification, if any, shall not be cause to prevent such modification or amendment from being made by Declarant or to affect the validity thereof.

(b) Except as set forth in subparagraph (a) above, the process of amending or modifying this Supplemental Declaration shall be as follows:

- (1) Until the termination of the Class "B" Control Period, all amendments or modifications shall be first approved in writing by Declarant.
- (2) All other amendments, including, without limitation, amendments for correction of scrivener's errors or other defects in this Supplemental Declaration, may be made by Declarant alone until the termination of the Class "B" Control Period, and thereafter by the Board with the consent of two-thirds (2/3) of all Members in the SilverLakes Parcel "DD" Neighborhood. The aforementioned consent of the Members may be evidenced by an instrument in writing signed by the required number thereof at any regular or special meeting of the Neighborhood called by the Neighborhood Committee, if any, or where applicable the Neighborhood Association.
- (3) After the termination of the Class "B" Control Period, a true copy of any amendment to this Supplemental Declaration shall be sent via certified mail by the Association to Declarant within five (5) days of its adoption.
- (4) Notwithstanding anything to the contrary herein contained, no amendment to this Supplemental Declaration shall be effective which shall impair or prejudice the rights, priorities or obligations

of Declarant, the Association, the Recreational Member, any Commercial Member or any Mortgagee under the Declaration or the By-Laws without specific written approval of such Declarant, Association, Recreational Member, Commercial Member or Mortgagee affected thereby.

- (5) Further, Declarant may, in its sole discretion, with the approval of no other Person, including, without limitation, any Mortgagees, being required, amend this Supplemental Declaration if necessary to do so for purposes of fulfilling the requirements of any governmental entity or quasi-governmental entity, including, but not limited to, the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), the Department of Housing and Urban Development (HUD), the Veterans Administration (VA), and the Federal Housing Administration (FHA). Nothing contained herein, however, shall require Declarant to make an amendment to this Declaration for any purpose whatsoever.
- (6) As long as The Hokkaido Takushoku Bank, Ltd. holds a Mortgage on any property which is affected by this Supplemental Declaration, any amendment to this Supplemental Declaration must also be approved and executed by The Hokkaido Takushoku Bank, Ltd., New York Branch.

Section 2. Capitalization of Neighborhood Accounts of the Association. Upon acquisition of record title to a Unit within the SilverLakes Parcel "DD" Neighborhood by a purchaser thereof other than the Declarant, a contribution shall be made by or on behalf of the purchaser to the Association account of the SilverLakes Parcel "DD" Neighborhood in an amount equal to one-sixth (1/6) of the annual Neighborhood Assessment for that year as determined by the Board. This amount shall be in addition to, not in lieu of, any assessments levied on the Unit and shall not be considered an advance payment of any portion thereof. This amount shall be disbursed to the Association for use in covering expenses incurred by the Association for the SilverLakes Parcel "DD" Neighborhood pursuant to the terms of the Declaration, this Supplemental

Declaration and the By-Laws.

Section 3. Neighborhood Association. The Silver Lakes Parcel "DD" Neighborhood is to be administered by one Neighborhood Association in addition to the Association. If for any reason whatsoever all of the Owners of Units within Silver Lakes Parcel "DD" Neighborhood are not members of the same Neighborhood Association, then in such event, and notwithstanding any contrary provisions of the Declaration, the Silver Lakes Parcel "DD" Neighborhood for all purposes under the Declaration, and the Articles of Incorporation, and By-Laws of the Association, shall be treated as if there is no Neighborhood Association within Silver Lakes Parcel "DD" Neighborhood, and the Units within Silver Lakes Parcel "DD" Neighborhood shall elect a Neighborhood Committee as more particularly provided in the Declaration, Articles and By-Laws, which Neighborhood Committee (and its elected officers or members) shall carry out all functions required of a Neighborhood Committee which are provided in the Declaration, Articles and By-Laws and shall carry out and fulfill all obligations imposed on the Neighborhood Association pursuant to this Supplemental Declaration.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first above written.

Signed, sealed and delivered in the presence of:

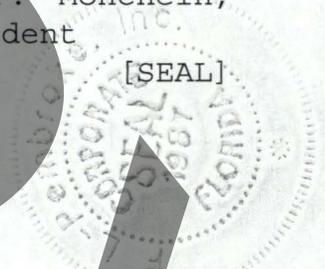
SILVER LAKES PARTNERSHIP,
a Florida general partnership

By: FL-PEMBROKE, INC.,
a Florida corporation,
a General Partner

By: *Robert F. Monchein*
Robert F. Monchein,
President

Janice L. Patsolic
Printed Name: JANICE L. PATSOLIC

Debra J. Shondrick
Printed Name: Debra J. Shondrick



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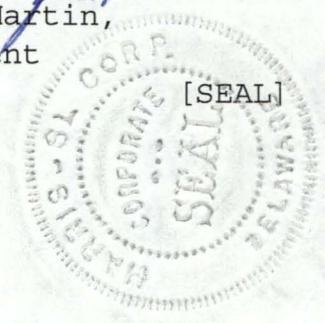
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By: HARRIS-SL CORP.,
a Delaware corporation,
a General Partner

JANE D. LANGLAND
Printed Name: JANE D. LANGLAND

By: [Signature]
Peter Martin,
President

Nancy A. Hughes
Printed Name: NANCY A. HUGHES

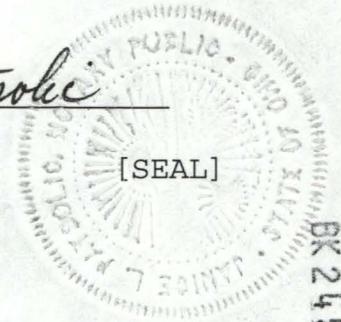


STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this 22ND
day of JANUARY, 1996, by Robert F. Monchein, as
President of FL-PEMBROKE, INC., a Florida corporation, as General
Partner of SILVER LAKES PARTNERSHIP, a Florida general partnership,
on behalf of the general partnership. He is personally known to
me.

JANICE L. PATSOLIC, Notary Public
STATE OF OHIO
My Commission Expires Jan. 15, 2000
(Recorded in Cuyahoga County)

[Signature]
NOTARY PUBLIC



My Commission Expires:

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 26
day of JANUARY, 1996, by Peter Martin, as President of
HARRIS-SL CORP., a Delaware corporation, as General Partner of
SILVER LAKES PARTNERSHIP, a Florida general partnership, on behalf
of the general partnership. He is personally known to me.

[Signature]
NOTARY PUBLIC



My Commission Expires:

12/21/99

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JOINDER AND SUBORDINATION OF MORTGAGEE

The HOKKAIDO TAKUSHOKU BANK, LTD., New York Branch (the "Bank"), the owner and holder of that certain mortgage from SILVER LAKES PARTNERSHIP, a Florida general partnership, dated August 17, 1989, and recorded August 18, 1989, in Official Records Book 16691 at Page 704, of the Public Records of Broward County, Florida (the "Mortgage") which instrument encumbers the Property described in the foregoing Declaration does hereby consent to the Declaration and acknowledges that the lien of its Mortgage on said Property is subordinate to the provisions of the Declaration except as provided therein and except that the rights of the Declarant under the Declaration shall be subject to the rights of the Bank under the Loan Documents (as defined in the Loan Agreement as defined in the Mortgage), and that the Declaration shall survive any foreclosure of the Mortgage and shall be binding upon all Persons, and their successors in title claiming said Property; provided, however, that at no time before such foreclosure shall the foregoing Joinder (i) obligate the Bank to perform the covenants contained in or make any payments required by the Declaration, and at no time shall the foregoing Joinder (i) impose any liability on the Bank for any failure of any predecessor in interest to the Bank to perform such covenants, or (ii) be deemed a limitation on the operation or effect of the Mortgage except as specifically set forth in this Joinder.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its proper officers, this 18th day of JANUARY, 1996.

Signed, sealed and delivered
in the presence of:

THE HOKKAIDO TAKUSHOKU BANK, LTD.,
NEW YORK BRANCH

Michael A. Kozz
Printed Name: Michael A. Kozz

Masaki Keno
Printed Name: MASAKI KENO

By: Katsuya Kuwabara
KATSUYA KUWABARA, Deputy
General Manager and Senior
Vice President

[SEAL]

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STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

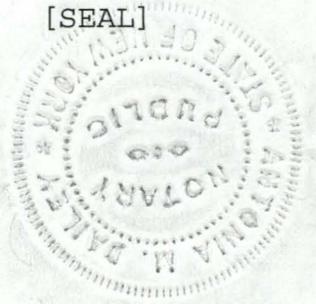
The foregoing instrument was acknowledged before me this 18th day of JANUARY, 1996, by KATSUYA KUWABARA, as Deputy General Manager and Senior Vice President, of THE HOKKAIDO TAKUSHOKU BANK, LTD., NEW YORK BRANCH, on behalf of said Bank. He is personally known to me.

Antonia M. Dailey

NOTARY PUBLIC

My Commission Expires: JANUARY 18, 1998

ANTONIA M. DAILEY
Notary Public, State of New York
No. 01DA5022575
Qualified in Queens County
Commission Expires January 18, 1998



jdk/phase3/suppdec.dd
3/16/95:lmg

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EXHIBIT "A"

SILVERLAKES Parcel "DD" NEIGHBORHOOD

Lots D1 through D113, inclusive; Parcel PR-3 and Parcel M-3 of Silver Lakes Phase III Replat, according to the Plat thereof as recorded in Plat Book 159, Page 38 of the Public Records of Broward County, Florida.

COPY

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EXHIBIT "B"

EXCLUSIVE COMMON AREA

Parcel PR-3 and Parcel M-3 of Silver Lakes Phase III Replat,
according to the Plat thereof as recorded in Plat Book 159, Page
38, of the Public Records of Broward County, Florida.

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

COPY

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