

THIS INSTRUMENT PREPARED BY AND
UPON RECORDATION RETURN TO:

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MIAMI, FLORIDA 33131

INSTR # 114885627
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Broward County Commission
3 Page(s)
#1

FIRST AMENDMENT TO DECLARATION FOR CASCATA AT MIRALAGO

THIS FIRST AMENDMENT TO DECLARATION FOR CASCATA AT MIRALAGO (this "**First Amendment**") is made by MIRALAGO WEST LENNAR, LLC, a Florida limited liability company ("**Developer**"), and joined in by Cascata at MiraLago Neighborhood Association, Inc., a Florida not-for-profit corporation.

RECITALS

A. Developer recorded that certain Declaration for Cascata at MiraLago on October 11, 2017 as Instrument Number 114655263 in the Public Records of Broward County, Florida (the "**Declaration**") respecting the community known as Cascata at MiraLago.

B. Pursuant to Section 4.3 of the Declaration, prior to and including the Turnover Date, Developer shall have the right to amend the Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever.

C. The Turnover Date has not yet occurred.

D. Developer wishes to modify the Declaration as further set forth herein.

NOW THEREFORE, Developer hereby declares that every portion of Cascata at MiraLago is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated into and form a part of this First Amendment.

2. **Conflicts.** In the event that there is a conflict between this First Amendment and the Declaration, this First Amendment shall control. Whenever possible, this First Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. **Definitions.** All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

4. **Use Restrictions.** Section 13.15 of the Declaration is hereby modified as follows:

13.15 **Fences, Walls and Screens.** No walls or fences shall be erected or installed without prior written consent of the ACC and Master ACC. All enclosures of balconies or patios including, without limitation, addition of vinyl windows and decks shall require the prior written approval of the ACC and consent of the Master ACC. Fences shall be four (4) feet in height and made of bronze aluminum rail. For Lots which are fifty (50) feet in width, and in accordance with City requirements, any fence(s) added to such Lot(s) shall provide a gate or entryway to provide access to and around the yard that can be used in the event of an emergency or for maintenance. Additionally, any yard fence(s) on a fifty (50) foot wide Lot that enclose(s) a side yard must terminate

five (5) feet behind the rearmost air conditioning unit of the applicable Lot or the Lot directly abutting such Lot, regardless of which of the two Lots such fence is on, to allow access to both yards. No chain link fencing shall be permitted within Cascata at MiraLago.

5. Covenant. This First Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned, being Developer under the Declaration, has hereunto set its hand and seal this 8 day of February, 2018.

WITNESSES:

MIRALAGO WEST LENNAR, LLC, a
Florida limited liability company

Print Name:

Teresa Baluja

By:

Name:

Greg McPherson

Print Name:

Carmen Herrera

Title:

VP

STATE OF FLORIDA)

) SS.:

COUNTY OF MIAMI-DADE)

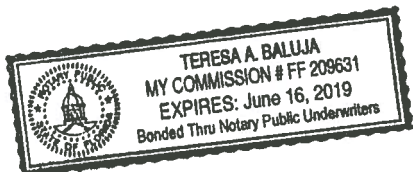
The foregoing instrument was acknowledged before me this 8 day of February, 2018, by Greg McPherson, as VP of MIRALAGO WEST LENNAR, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification on behalf of the company.

My commission expires:

NOTARY PUBLIC, State of Florida at Large

Print Name:

Teresa Baluja



JOINDER

CASCATA AT MIRALAGO NEIGHBORHOOD ASSOCIATION, INC.

CASCATA AT MIRALAGO NEIGHBORHOOD ASSOCIATION, INC. ("Association") does hereby join in the First Amendment to Declaration for Cascata at MiraLago (the "First Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the First Amendment as Association has no right to approve the First Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 8 day of February, 2018.

WITNESSES:

Print Name:

Brog McPherson

Print Name:

Carmen Herrera

CASCATA AT MIRALAGO
NEIGHBORHOOD ASSOCIATION, INC., a
Florida not-for-profit corporation

By:

Name: Teresa Baluja

Title: President

[SEAL]

STATE OF FLORIDA)

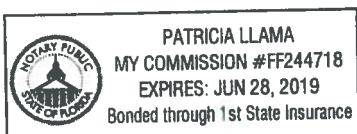
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SS.:

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 8 day of February, 2018 by Teresa Baluja, as President of CASCATA AT MIRALAGO NEIGHBORHOOD ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced as identification, on behalf of the corporation.

My commission expires:



NOTARY PUBLIC, State of Florida at Large

Print Name:

Patricia Llama