

Prepared By:  
Record and Return to:  
Joel D. Kopelman, Esquire  
c/o Navon & Kopelman, P.A.  
2699 Stirling Road  
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Fort Lauderdale, Florida 33312  
(305) 967-2788

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SIXTH AMENDMENT TO DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS  
FOR SILVER LAKES COMMUNITY

This Sixth Amendment to the Declaration of Protective Covenants, Conditions, Easements and Restrictions for Silver Lakes Community ("Fourth Amendment") is made and entered into as of the 9 day of June, 1993, by SILVER LAKES PARTNERSHIP, a Florida general partnership (hereinafter "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the Declarant pursuant to the Declaration of Protective Covenants, Conditions, Easements and Restrictions for Silver Lakes Community recorded in Official Records Book 17369, Page 240 of the Public Records of Broward County, Florida (the "Declaration"); and

WHEREAS, Declarant has the right to amend the Declaration pursuant to Section 2 of Article XIII of the Declaration;

WHEREAS, the Class B Control Period as referred to in the Declaration is still in effect; and

WHEREAS, Declarant is desirous of amending Section 5 of Article XI of the Declaration and subparagraph (d) of Section 16 of Article XIII of the Declaration.

NOW, THEREFORE, pursuant to Section 2 of Article XIII of the Declaration, the Declarant hereby amends the Declaration as follows:

1. The foregoing recitations are true and correct and are incorporated herein.

2. Section 5 of Article XI of the Declaration is hereby amended as follows (additions indicated by underlining, deletions by "----", and unaffected language by ". . ."):

Section 5. Variance. The NCC and MC may authorize  
~~variances from compliance with any of its guidelines and~~

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procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration or the Order, or (c) estop the committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain any financing shall not be considered a hardship warranting a variance.

3. Subparagraph (d) of Section 16 of Article XIII is hereby amended to read as follows (additions indicated by underlining, deletions by "----", and unaffected language by ". . ."):

(d) The costs and attorneys' fees, including those resulting from any appellate proceedings, incurred by Declarant or its designees, the Association, or a party having a right to enforce this Declaration, if any, pursuant to subparagraph (b) above, who prevails in any such enforcement action, in any action against a Person to enforce any provision of this Declaration shall be a personal obligation of such Person which shall be paid by such Person. In the event that the Association is required to engage the services of an attorney to seek enforcement of the provisions of this Declaration, the Articles of Incorporation, the By-Laws and the Rules of the Association, and the Owner of the Unit complies with the requirements subsequent to attorney involvement, the Association shall be entitled to reimbursement of its costs and attorneys fees so incurred from the Owner of the Unit, regardless of whether litigation is necessary for the enforcement. The costs and attorneys fees so incurred shall be deemed to be a Special Assessment against the Unit, and shall be collectible in the same fashion as any other assessment as provided in Article X hereunder.

4. Except as amended by this Sixth Amendment, the Declaration and prior amendments thereto shall remain in full force and effect.

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

[This space intentionally left blank.]

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Signed, sealed and delivered  
in the presence of:

DECLARANT:

SILVER LAKES PARTNERSHIP, a  
Florida general partnership

By: FL-PEMBROKE, INC., a  
Florida corporation,  
general partner

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

[SEAL]

Anna K. Blau  
Printed Name: ANNA K. BLAU

Elizabeth C. Grow  
Printed Name: Elizabeth C. Grow

By: HARRIS-SL CORP., a  
Delaware corporation,  
general partner

By: Marc A. Neuerman President  
Marc A. Neuerman,  
President

[SEAL]

Anna K. Blau  
Printed Name: ANNA K. BLAU

Elizabeth C. Grow  
Printed Name: Elizabeth C. Grow

Florida  
STATE OF ~~OHIO~~  
Broward ss.  
COUNTY OF ~~CUYAHOGA~~

The foregoing instrument was acknowledged before me this 9th  
day of JUNE, 1993, by ROBERT F. MONCHEIN, as President of  
FL-PEMBROKE, INC., a Florida corporation and general partner of  
Silver Lakes Partnership, a Florida general partnership, on behalf  
of said Corporation. He is personally known to me and did not take  
an oath.

Anna K. Tyler  
Notary Public

[SEAL]

My Commission Expires:



ANNA K. TYLER  
MY COMMISSION EXPIRES  
August 13, 1995  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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Florida  
STATE OF ILLINOIS )  
Broward ) ss.  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 9th  
day of JUNE, 1993, by MARC A. NEUERMAN, as President of  
HARRIS-SL CORP., a Delaware corporation and general partner of  
Silver Lakes Partnership, a Florida general partnership, on behalf  
of said Corporation. He is personally known to me and did not take  
an oath.

Anna K. Tyler  
Notary Public [SEAL]

My Commission Expires:



ANNA K. TYLER  
MY COMMISSION EXPIRES  
August 13, 1995  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

The undersigned hereby joins in the foregoing Sixth Amendment to  
Declaration of Protective Covenants, Conditions, easements and  
Restrictions for Silver Lakes Community.

SILVERLAKES COMMUNITY  
ASSOCIATION, INC., a Florida  
corporation not for profit

Anna K. Blau  
Printed Name: ANNA K. Blau  
Elizabeth C. Grow  
Printed Name: Elizabeth C. Grow

By: Walter J. Hollander  
President

STATE OF FLORIDA )  
 ) ss.  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 9th  
day of JUNE, 1993, by WALTER J. HOLLANDER, as President  
of SILVERLAKES COMMUNITY ASSOCIATION, INC., a Florida corporation  
not for profit, on behalf of said Corporation. He is personally  
known to me and did not take an oath.

Anna K. Tyler  
Notary Public [SEAL]

My Commission Expires



ANNA K. TYLER  
MY COMMISSION EXPIRES  
August 13, 1995

BONDED THRU NOTARY PUBLIC UNDERWRITERS

BK20988P00169

CONSENT

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, Page 704, of the Public Records of Broward County, Florida (the "Mortgage") does hereby consent to the foregoing Sixth Amendment.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its proper officer this 1<sup>st</sup> day of July, 1993.

THE HOKKAIDO TAKUSHOKU BANK, LTD.,  
NEW YORK BRANCH

Kathleen Adams  
Printed Name: Kathleen Adams  
Karen Lloyd  
Printed Name: Karen Lloyd

By: Takanori Tsunoda  
Takanori Tsunoda  
Deputy General Manager and  
Senior Vice President

STATE OF NEW YORK )  
  ) ss.  
COUNTY OF NEW YORK )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of JULY, 1993, by Takanori Tsunoda as SE. DEP. GEN. MGR. SR. V.P. of THE HOKKAIDO TAKUSHOKU BANK, LTD., New York Branch, on behalf of said Corporation. He is personally known to me and did not take an oath.

Richard F. Carda  
Notary Public  
ARCHONDIS P. CONDOS [SEAL]  
Notary Public, State of New York  
No. 31-4987077  
Qualified in New York County  
Commission Expires Oct. 7, 1993

My Commission Expires:

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