

DECLARATION OF PROTECTIVE COVENANTS

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THE FIRST ADDITION TO SNAPPER CREEK LAKES SUBDIVISION, a subdivision of Dade County, Florida, according to the Plat thereof as recorded in Plat Book 67, at Page 22, of the Public Records of Dade County, Florida.

KNOW ALL MEN BY THESE PRESENTS, That

WHEREAS, THREE BAYS PROPERTIES #1, INC., an Indiana corporation, is the owner in fee simple of those certain lands known as, and comprising, The First Addition To Snapper Creek Lakes Subdivision, a subdivision of Dade County, Florida, according to the Plat thereof as recorded in Plat Book 67, at Page 22, of the Public Records of Dade County, Florida; and

WHEREAS, the said subdivision is to be developed for residential purposes; and

WHEREAS, it is desired to establish protective covenants concerning the said subdivision for the benefit and protection of the said area;

NOW, THEREFORE, the following Protective Covenants are hereby established, declared and prescribed:

MEANING OF TERMS AS USED HEREIN:

SUBDIVIDER and GRANTOR mean THREE BAYS PROPERTIES #1, INC., an Indiana corporation, its successors and assigns.

GRANTEE means the person, or persons, or concern to whom the Subdivider first conveys the lands in The First Addition to Snapper Creek Lakes Subdivision, and his, her,

their or its heirs, executors, administrators, personal representatives, successors and assigns, and all persons or concerns claiming by, through or under such grantee; and wherever in this instrument the masculine is used it shall include the feminine and neuter as the context may require.

SUBDIVISION means "THE FIRST ADDITION TO SNAPPER CREEK LAKES SUBDIVISION" as shown on the plat thereof recorded in Plat Book 67 at Page 22, of the Public Records of Dade County, Florida.

PLAT means the plat of "THE FIRST ADDITION TO SNAPPER CREEK LAKES SUBDIVISION" recorded in Plat Book 67, at Page 22, of the Public Records of Dade County, Florida.

1. USE RESTRICTION

Except as hereinafter provided, all lots in the Subdivision and all lots enlarged or recreated by the shifting of the location of side property lines, are restricted to the use of a single family, their household servants and guests, exclusively for residential purposes. Only one residence may be built on one lot. Buildings accessory to the use of one-family living may be erected provided they do not furnish accommodations for an additional family. A construction shed may be placed on a lot and remain there temporarily during the course of active construction of a residence, otherwise no portable or temporary buildings or trailers may be placed on a lot.

2. SETBACK RESTRICTIONS

No building or any part thereof may project beyond setback lines subject to the exceptions hereinafter mentioned:

Lots Abutting Snapper Creek Canal: Setback lines as shown on Plat.

All Other Lots: 50 feet from property lines on a street or streets. 30 feet from all other property lines.

Measurements: Where lots have curved property lines, setback distances shall be taken at right angles with tangents

to the curve. All other setbacks shall be measured at right angles to the property line.

Exceptions to Setback Restrictions

Terraces, walls, fences, low platforms or steps, swimming pools and similar low unroofed, and unscreened construction, may be erected outside of setback lines, provided such construction shall not interfere with the exposure or view, or reasonable privacy of adjoining, or facing property, as shall be determined by the subdivider and shall be in compliance with prevailing County Zoning Regulations.

No construction of this type may be erected without written approval of the subdivider, and where construction is within easement areas, the approval of the owner of the easement must also be obtained. Subject to variations because of differences of natural and finished ground elevations, walls and fences beyond street and waterfront setback lines shall not exceed four feet in height, and in other setback areas, six feet in height.

However, non-habitable structures and tennis court and other fencing exceeding the above height limitation may be erected within a setback area, provided: (1) The plans and specifications therefore including a landscaping plan shall have been submitted to the Club for approval pursuant to the provisions of Covenant 4 of this Declaration; and (2) Notice of such submission for approval together with a copy of the plans and specifications shall have been mailed by the Club by registered or Certified United States Mail, Return Receipt Requested to each "affected" property owner at said owner's address shown on the books and records of the Club soliciting said owner's approval or disapproval of the proposed plan (except that notice need not be sent to owners whose approval is submitted in advance; and (3) All "affected" owners shall have expressed their approval or disapproval in writing of all plans and specifications and delivered such expressions of approval or disapproval to the Club within sixty (60) days of the date of posting such Notice. (An owner failing to so notify the Club of approval or disapproval within sixty (60) days shall be deemed to have approved the plan); and (4) The Club, having considered the approvals and

disapprovals of the "affected" property owners and based upon such consideration and the provisions of and criteria set forth in Covenant 4 of this Declaration shall have approved such plans and specifications except that failure of the Club within thirty (30) days from the expiration of said sixty (60) days' notice period or receipt of approval of all affected property owners, whichever occurs first, to act upon the application shall be deemed approval. For purposes hereof, an "affected" owner shall be an owner of property in the Subdivision which is adjacent to or touching the setback area in which the non-habitable structures and fencing are to be erected and within thirty (30) feet of such non-inhabitable structures or fencing "across the street" from such fencing if such fencing is to be erected within the set-back area from a street. The Club shall determine what constitutes property "across the street" and such determination shall be based upon such criteria as in the sole discretion of the Club shall be deemed applicable but shall include considerations of proximity to and visibility of the fencing and non-habitable structures.

3. NUISANCE, TRASH, FIRE PERMITS

Nothing shall be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No horses, cattle, swine, goats, poultry or fowl shall be kept on any lot. No sign of any character shall be displayed, except that the owner may display on his premises a "For Sale" or "For Rent" sign referring only to the premises on which displayed, provided the form and size of such signs be first approved in writing by the subdivider.

Compost pits, properly constructed and operated without objectionable odor, are permitted, but otherwise no trash shall be allowed to accumulate so as to be a detriment to the Subdivision or a fire hazard. No outdoor fires shall be started without permit from the governing authority in control.

Garbage or other waste shall be kept in sanitary containers.

4. BUILDING PLANS

For the purpose of further insuring the development of the lands in the Subdivision as a residential area of high standards, the subdivider reserves the power to control the buildings, structures and other improvements placed on each lot.

Whether or not provision therefor is specifically stated in any conveyance of a lot made by the subdivider, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall or other structure shall be placed upon such lot unless and until the plans and specifications therefor and the plot plan have been approved in writing by the subdivider. Each such building, wall or structure shall be placed on the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans and specifications by the subdivider may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the subdivider shall seem sufficient. No alterations in the exterior appearance of the buildings or structures shall be made without like approval. All buildings or other structures must be designed and supervised by an architect registered in the State of Florida.

Should the subdivider fail to approve or disapprove the plans and specifications submitted to it by the owner of a lot or lots in the Subdivision within thirty (30) days after written request therefor, then such approval shall not be required; provided, however, that no building or other structure shall be erected or shall be allowed to remain on any lot which violates any of the covenants or restrictions herein contained.

5. MINIMUM SIZE OF RESIDENCE

The floor areas of any residence erected in this Subdivision shall not be less than 2,000 square feet, exclusive of garages, unglazed porches, unroofed screened patios, loggias or similar spaces, and exclusive of any accessory buildings.

6. RESIDENTIAL SITES

A residential site may consist of one or more lots, all of one lot and part of a contiguous lot, or lots, or any other combination of contiguous parts of lots, which will form an integral unit of land suitable for use as a site for a residence, provided it extends from the fronting street to an existing rear property line or canal, but no site which changes the lots as originally platted shall have a front or rear dimension of less length than is contained in the largest adjoining lot shown on the original plat of the Subdivision. No lot shall be divided or subdivided unless both parts of said lot shall be used to increase the size of adjacent lots as platted.

No re-subdivision as herein provided or otherwise shall be permitted except with the written approval of the subdivider and providing any such re-subdivision does not leave a substandard lot remaining.

7. EASEMENTS

An easement is hereby reserved by the subdivider for utility or drainage purposes on all lots in this Subdivision as indicated by the recorded Plat of said Subdivision. The subdivider reserves the right to assign any and all easements shown on the record Plat, or which are hereinafter created, for installation of utilities or other uses deemed by them to be necessary for the service of said lands; and any wall, fence, paving, planting or other improvements placed thereon by the owner of the property on which the easement lies shall be removed, if required by the subdivider, or his assignee, at the expense of said owner.

Easements bordering Snapper Creek Canal have been granted for the purposes of canal maintenance. No trees or plants should be grown in this area without written permit from the owner of the easement.

8. TELEPHONE AND ELECTRIC POWER SERVICE

Telephone and electric power service must be underground from any building served to the street but may be overhead from any buildings served to the rear property line of any lot.

9. DRAINAGE

No changes in elevations of the land shall be made which will cause undue hardship to adjoining property.

10. WELL WATER

No individual wells shall be permitted in this Subdivision except for irrigations, sprinkler systems or swimming pools.

11. OWNER MUST BE VOTING MEMBER OF CLUB

The grantee of any property in the Subdivision is a voting member of Snapper Creek Lakes Club, Inc., and as such voting member is familiar with and agrees to abide by the rules, regulations, restrictions and objects of said Club. It is a condition of the estate conveyed that the grantee shall not give, convey or in anywise transfer the property conveyed to any person not at the time of such transfer, gift or conveyance a voting member of said Club, it being expressly understood and agreed that a similar condition will be made by the grantor in all other conveyances of similar property in The First Addition to Snapper Creek Lakes Subdivision, the purpose of this and such other conditions being to insure to the grantee and all other members of Snapper Creek Lakes Club, Inc., and to the Club itself, that the Club property and other property in said Subdivision shall at all times be occupied by a colony of congenial persons and the further purpose of benefitting lands in The First Addition to Snapper Creek Lakes Subdivision.

In cases where the grantee is a corporation, one stockholder in such grantee-corporation must be a voting member and all other stockholders must be non-voting members of Snapper Creek Lakes Club, Inc. (unless already a voting member by reason of ownership of another lot), and the by-laws and stock certificates of such grantee-corporation must provide that the stock in said corporation is transferable only to voting members or non-voting members of Snapper Creek Lakes Club, Inc.

The grantee expressly stipulates and agrees for himself and for his heirs, executors, administrators, legal representatives and assigns, and if a corporation, for its successors and assigns, that in the event proceedings are instituted to foreclose any mortgage on the property conveyed in The First Addition to Snapper Creek Lakes Subdivision, the grantor and its successors and assigns shall have the right to redeem from the mortgage for the amount due thereunder, or to purchase said property at the foreclosure sale for the amount found to be due the mortgagee in the foreclosure proceedings, should the mortgagor fail to redeem from such mortgage, and in case of such redemption by the grantor, the grantor, its successors and assigns, so redeeming shall take and have absolute fee simple title to the property redeemed, free from any claim or right of the grantee, his heirs or assigns, or its successors or assigns, or the mortgagor, and every person or concern claiming by, through or under him or it.

Any deed or conveyance directly or indirectly, and whether by way of will or judicial proceedings or otherwise, in violation of this covenant, limitation or restriction, shall be void and of no effect.

PROVIDED, HOWEVER, that nothing herein contained shall preclude a bank, a savings and loan association or an insurance company from holding a mortgage on property situated in The First Addition to Snapper Creek Lakes Subdivision, and such bank, savings and loan association or insurance company shall have unrestricted and absolute right to take title to the said property in settlement and satisfaction of the said mortgage, or to foreclose the said mortgage in accordance with the terms thereof and the Laws of the State of Florida, and to bid upon the said property at the foreclosure sale, and, if the successful bidder, to take title thereto, and to sell the said property to any person, firm or corporation whether or not a member of Snapper Creek Lakes Club, Inc., subject, however, to the right of subdivider to redeem or purchase at foreclosure sale as hereinabove provided, and subject to option to purchase contained in Protective Covenant No. 13.

12. REMEDIES FOR VIOLATIONS

In the event of a violation or breach of any of these restrictions by an person or concern claiming by, through or under the subdivider, or by virtue of any judicial proceedings, the subdivider, and the owners of lots in the Subdivision or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the subdivider shall have the right, whenever there shall have been built on any lot in the Subdivision any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained herein, however long contained, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any of the restrictions herein contained shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

13. GRANTOR'S OPTION TO PURCHASE IF SOLD

In the event that the grantee desires to sell the property conveyed in The First Addition to Snapper Creek Lakes Subdivision, with its improvements, if any, then said property shall be offered for sale to the grantor at the same price at which the property is about to be sold, and the said grantor shall have fifteen (15) days within which to exercise its option to purchase said property; and should the grantor fail or refuse (within fifteen days after receipt of notice of the price and terms at which said property is about to be sold) to exercise its option to purchase said property at the price at which it is about to be sold, then the owner of said property shall have the right to sell said property subject to each and every restriction, covenant, limitation and agreement herein contained.

14. DURATION OF RESTRICTIONS

The foregoing agreements, covenants, restrictions and conditions shall constitute an easement and servitude in and upon the lands conveyed in The First Addition to Snapper Creek Lakes Subdivision running with the land and shall be deemed for the benefit of all the lands in the Subdivision, and they shall be and remain in full force for 25 years from the 17th day of October, A.D., 1958, at which time they shall be automatically extended for successive periods of ten years each unless by vote of a majority of the then owners of the residential lots of this Subdivision it is agreed to change them in whole or in part.

15. GRANTOR MAY ASSIGN

Three Bays Properties #1, Inc. may assign any and all its rights, powers, obligations and privileges under this instrument to Snapper Creek Lakes Club, Inc. or to any other corporation, association, or person.

16. RESTRICTIONS UNIFORM

The foregoing restrictions shall be applicable to all lots in said Subdivision.

17. RIGHT TO MODIFY, AMEND OR ADD TO PROTECTIVE COVENANTS

Snapper Creek Lakes Club, Inc., a Florida corporation, (successor to Three Bays Properties #1, Inc., an Indiana corporation) may include in any contract or deed hereafter made, any additional restrictive covenants and the said Snapper Creek Lakes Club, Inc. may, in its sole discretion, modify, amend or add to the Protective Covenants applicable First Addition to Snapper Creek Lakes Subdivision; provided, however, that any such additional restrictive covenants or modifications or amendment thereto shall not affect the lien of any mortgage then encumbering any of the properties within the said subdivision nor shall affect the rights and powers of any such mortgagee.

19. MAINTENANCE CHARGE AND FEES

Section 1. The Board of Governors of SNAPPER CREEK LAKES CLUB, INC. shall have the right and power to subject the properties situated in FIRST ADDITION TO SNAPPER CREEK LAKES SUBDIVISION except streets, ways, and parks to an annual maintenance charge, and capital improvement assessments, as further described in the Charter and By-Laws of Snapper Creek Lakes Club, Inc. (the "Club"), and in the amounts to be determined in accordance with and as permitted by the Club's Charter and By-Laws.

Section 2. The said maintenance charge and assessment funds may be used as follows:

- A. For lighting, improving and maintaining the streets and dedicated right of way areas maintained for the general use of the owners and occupants of land included in said subdivision.
- B. For operating and maintaining any storm water drains now or hereafter constructed in said subdivision that are not or will not be under the direct supervision of the state or county.
- C. For collecting and disposing of garbage, ashes and rubbish.
- D. For employing policemen and watchman.
- E. For doing any other things necessary or desirable to keep the property neat and in good order, and to eliminate fire hazards, or which may be of general benefit to the owners or occupants of the land included in said subdivision.

Section 3. The said maintenance charge and assessments shall constitute a lien upon all lots in said subdivision in favor of SNAPPER CREEK LAKES CLUB, INC. to secure the payments of said maintenance charges and assessments due and to become due. The said annual maintenance charge shall be due and payable as indicated in the Club's Charter and By-Laws or as otherwise determined

by the Board of Governors, and such charges as have not been paid on or before the due date shall be deemed delinquent and shall bear interest thereafter at the highest rate permitted by law.

IN WITNESS WHEREOF, the undersigned corporation has caused these presents to be signed in its name by its proper officers, and its corporate seal to be affixed, attested by its Secretary, this 9th day of May, 1958.

THREE BAYS PROPERTIES #1, INC.
By Wm. J. Hazelrigg
Vice President

ATTEST:
Robert W. Mathy
Assistant Secretary

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this 9th day of May, 1958, before me personally appeared Wm. J. Hazelrigg and Robert W. Mathy, respectively Vice President and Assistant Secretary of THREE BAYS PROPERTIES #1, INC., a corporation under the laws of this State of Indiana, to me known to be the persons described in and who executed the foregoing Declaration of Protective Covenants, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said Declaration of Protective Covenants is the act and deed of said corporation.

WITNESS my hand and official seal at Miami, in the County of Dade and State of Florida, the day and year last aforesaid.

Ann R. (unreadable)
Notary Public, State of Florida at Large
My commission expires: July 12, 1961