

DECLARATION OF PROTECTIVE COVENANTS

COVERING ALL OF

PARCEL I

Commencing at the point of intersection of the North line of Section 7, Township 55 South, Range 41 East, with the West line of the 70 foot right of way of Ingraham Highway, as said West line is described and recorded in Deed Book 2190, Page 357, of the Public Records of Dade County, Florida; run thence South 20° 11' 30" West along said West line of the 70 foot wide right of way of Ingraham Highway for a distance of 66.60 feet to the point of beginning of the parcel of land hereinafter to be described; thence continue South 20° 11' 30" West for a distance of 180 feet to a point; thence run North 69° 48' 30" West for a distance of 255 feet to a point; thence run North 23° 22' 17" East for a distance of 180.28 feet to a point; thence run South 69° 22' 30" East for a distance of 245 feet to the point of beginning, being in Dade County, Florida.

PARCEL II

A parcel of land lying, being and situated in the NW ¼ of Section 7, Township 55 South, Range 41 East, Dade County, Florida, being particularly described as follows: Commence at the Northeast corner of the NW ¼ of said Section 7; thence run South 89° 58' 57" West along the North boundary of the NW ¼ of said Section 7 a distance of 466.64 feet to the Point of intersection with the center line of Ingraham Highway (Old Cutler Road); thence run South 20° 11' 30" West along the last described line a distance of 79.49 feet to the Point of Beginning of the parcel of land hereinafter to be described; thence continue on the last described course a distance of 180.00 feet to a point; thence run North 69° 48' 30" West a distance of 35 feet to a point; thence run North 20° 11' 30" East a distance of 180.00 feet to a point; thence run South

69° 48' 30" East a distance of 35 feet to the Point of Beginning.

KNOW ALL MEN BY THESE PRESENTS, That

WHEREAS, SNAPPER CREEK LAKES CLUB, INC., a Florida non-profit corporation (hereinafter called "The Club"), is the successor to Three Bays Properties #1, Inc., an Indiana corporation, the subdivider and grantor of those certain Declarations of Protective Covenants covering all of Snapper Creek Lakes Subdivision, according to the Plat thereof, as recorded in Plat Book 57, Page 86, of the Public Records of Dade County, Florida, and Amendments thereto and the First Addition to Snapper Creek Lakes Subdivision, according to the Plat thereof, as recorded in Plat Book 67, Page 22, of the Public Records of Dade County, Florida, and Amendments thereto, and

WHEREAS, The Club has acquired title to the above described property which said property is a parcel located primarily within Block 4 of said Snapper Creek Lakes Subdivision, but which said property is not a part of said subdivision, and

WHEREAS, The Club desires to bring said property within the said subdivision by declaring and establishing certain protective covenants essentially the same as those existing in the Subdivision of Snapper Creek Lakes Subdivision and First Addition thereto and to provide membership in The Club to the owner of said property;

NOW, THEREFORE, in order to accomplish the foregoing, the following Protective Covenants are hereby established, declared and prescribed:

MEANING OF TERMS AS USED HEREIN:

SUBDIVIDER, GRANTOR and THE CLUB mean **SNAPPER CREEK LAKES CLUB, INC.**, a Florida non-profit corporation, and its successors and assigns.

GRANTEE means the person, or persons, or concern to whom the subdivider first conveys The Land 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 Snapper Creek Lakes Subdivision, according to the Plat thereof, as recorded in Plat Book 57, Page 86, of the Public Records of Dade County, Florida, and the First Addition to Snapper Creek Lakes Subdivision, according to the Plat thereof, as recorded in Plat Book 67, Page 22, of the Public Records of Dade County, Florida.

THE LAND means the above described property upon which these Protective Covenants are established, declared and prescribed.

1. USE RESTRICTION

Except as hereinafter provided, The Land is restricted to the use of a single family, their household servants and guests, exclusively for residential purposes. Only one residence may be built on The Land. 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 The Land.

2. SETBACK RESTRICTIONS

Subject only to the exceptions hereinafter mentioned, no building nor any part thereof may project beyond the following setback lines:

30 feet from the southwesterly, northwesterly and northeasterly property lines.

120 feet from the southeasterly property line.

For purposes of locating the setback lines above described, the two parcels constituting The Land shall be deemed one parcel.

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 permission 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 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 therefor, 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 considerations and the provisions of and criteria set forth in Covenant No. 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-habitable structures or fencing.

3. NUISANCES, TRASH, FIRE PERMITS, TENNIS COURT LIGHTING

Nothing shall be done on The Land which may be or become an annoyance or nuisance to the neighborhood. No horses, cattle, swine, goats, poultry or fowl shall be kept on The Land. 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 Land 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.

The lighting of tennis courts located with The Land is prohibited.

4. BUILDING PLANS

For the purpose of further insuring the development of The Land as a residential area of high standards, the

Subdivider reserves the power to control the buildings, structures and other improvements placed on The Land.

Whether or not provision therefor is specifically stated in any conveyance of The Land made by the Subdivider, the owner or occupant of The Land, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall or other structure shall be placed upon The Land 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 alteration 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 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 The Land which violates any of the covenants or restrictions herein contained.

5. MINIMUM SIZE OF RESIDENCE

The floor areas of any residence erected on The Land 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. ONE RESIDENTIAL SITE

The Land shall constitute one building site and the same may not be divided nor subdivided so as to create

additional building sites without the written approval of the Subdivider.

7. DRAINAGE

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

8. WELL WATER

No individual wells shall be permitted on The Land except for irrigation, sprinkler systems or swimming pools.

9. OWNER MUST BE VOTING MEMBER OF CLUB

The grantee of The Land must be 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 has been made by the predecessors of grantor in all other conveyances of similar property in the Subdivision (with the exception of Tract A), 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 (with the exception of Tract A) and The Land shall at all times be occupied by a colony of congenial persons and the further purpose of benefiting lands in the Subdivision and The Land.

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 Land, 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.

10. REMEDIES FOR VIOLATIONS

In the event of a violation or breach of any of these restrictions by any 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 The Land 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 continued, 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.

11. GRANTOR'S OPTION TO PURCHASE IF SOLD

In the event that the Grantee desires to sell The Land, 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.

12. ADDITIONAL RESTRICTIONS, RIGHT TO AMEND

The subdivider may include in any contract or deed hereafter made, any additional restrictive covenants and the Subdivider may, in its sole discretion, modify, amend or add to these Protective Covenants; provided, however, that any such additional restrictive covenants or modifications or amendments thereto shall not affect the lien of any mortgage then encumbering The Land nor shall affect the rights and powers of any such mortgagee.

13. DURATION OF RESTRICTIONS

The foregoing agreements, covenants, restrictions and conditions shall constitute an easement and servitude in and upon The Land 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 twenty-five (25) years from the 1st day of January, A.D., 1979, at which time they shall be automatically extended for successive periods of ten (10) 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.

14. ANNUAL MAINTENANCE CHARGE

The Board of Governors of Snapper Creek Lakes Club, Inc. shall have the right and power to subject the properties situated in the Subdivision (including Parcel I and Parcel II) 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.

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.

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.

15. EXCEPTIONS

The following shall constitute exceptions to these Declaration of Protective Covenants:

A. The restrictions herein contained in Paragraph 2 and Paragraph 5 shall be inapplicable to the existing frame building fronting on Old Cutler Road originally the "Maude Black residence" insofar as said building presently violates the terms hereof.

B. The owners of The Land may desire to convey to Dade County or to dedicate to the public the plat or otherwise a portion of The Land adjoining Old Cutler Road for highway or other public purposes. Upon such conveyance or dedication these Protective Covenants become inapplicable to the property so conveyed or dedicated.

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 8th day of March, 1979.

SNAPPER CREEK LAKES CLUB, INC.

WITNESSES:

Jack G. Admire

By: Robert Schuh
President

Jo Ann V. Sliwa

Attest: T. Hunter Pryor, M.D.
Secretary

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ROBERT SCHUH and T. HUNTER PRYOR, being President and Secretary, respectively, of SNAPPER CREEK LAKES CLUB, INC., a Florida non-profit corporation, to me known to be the persons described in and who executed the foregoing Declaration of Protective Covenants and acknowledged before me that they executed the same voluntarily.

WITNESS my hand and official seal in said County and State this 8th day of March, 1979.

Jack G. Admire
Notary Public, State of Florida at Large
My Commission Expires: unreadable

AGREEMENT

COMES NOW the holder of that certain mortgage dated April 20, 1978 and recorded May 1, 1978 in Official Records Book 10020, Page 1531, under Clerk's File No. 78R-112210, of the Public Records of Dade County, Florida, encumbering the property described in the Protective Covenants aforesaid and does hereby agree to the imposition of said Protective Covenants and that the imposition of said Protective Covenants is not a violation of the said note and mortgage.

WITNESS my hand and seal on this 8th day of March, 1979.

Carlton W. Cole

David N. Blount, Jr.