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DECLARATION OF RESTRICTIONS

MIAMI LAKES LOCH ISLE SECTION
PLAT BOOK 110, PAGE 19

TO THE PUBLIC:

Part A - Preamble

THE SENGRA CORPORATION, a Florida corporation, being the owner of the land in Dade County, Florida, described as follows:

Lots 1 through 82, both inclusive, in Block 1, of MIAMI LAKES LOCH ISLE SECTION, according to the Plat thereof, recorded in Plat Book 110, Page 19, of the Public Records of Dade County, Florida,

does hereby by these presents make, declare and impose upon the said described land the following agreements, conditions, restrictions, limitations and easements which shall be and constitute covenants running with the land, and shall be binding upon the undersigned, its successors and assigns, as well as upon people claiming under it, and each and all subsequent purchasers, their heirs, personal representatives, successors and assigns, of said property or any part, parcel or portion thereof, subject to the provisions of Part D below, to-wit:

Part B - Residential Area Covenants

1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family townhouse dwelling not to exceed two stories in height. Temporary uses for model homes, parking lots, and/or sales offices shall be permitted until December 31, 1985, or until permanent cessation of such uses takes place, whichever is earlier.

2. CHANGE IN BUILDINGS: No owner shall make or permit any structural modification or alteration in any building except with the prior written consent of The Sengra Corporation, or its successor or assignee, and consent may be withheld if in the

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sole discretion of the party requested to give the same it appears that such structural modification or alteration would affect or in any manner endanger other townhouse units. No building shall be demolished or removed without the prior written consent of all owners of all other townhouses with which such building was connected at the time of its construction, and also the prior written consent of The Sengra Corporation, its successor or assignee. The Sengra Corporation shall have the right but shall not be obligated to assign all of its rights and privileges under this paragraph 2 to the homeowners' association established pursuant to the Declaration of Covenants and Restrictions providing for a compulsory homeowners' association which declaration is referred to in Part D, Paragraph 6 hereof.

3. BUILDING LOCATION: Buildings shall be located in conformance with Section 33-202.3 of the Code of Metropolitan Dade County, Florida, or as originally constructed by The Sengra Corporation. It is the intention of this paragraph to maintain standards equivalent to those imposed by the Zoning Code of Metropolitan Dade County. Therefore, where a variance or special exception as to building location or other item has been granted by the authority designated to do so under the Zoning Code, said variance or special exception is hereby adopted as an amendment to this paragraph and any future variance or special exception as to building location or other item shall constitute an amendment of this paragraph.

4. EASEMENTS: Easements for installation and maintenance of utilities, installation and maintenance of drainage facilities, and for common access, are reserved as shown on the recorded plat, or as created by this paragraph. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage any structure installed in accordance with said easement, or prevent the installation and maintenance of utilities in the utility easements, or which may change the

direction of flow of drainage channels in the drainage easements, or which may obstruct or retard the flow of water through drainage channels in the drainage easements, provided, however, that a perimeter wall around portions of the subdivision may be constructed, reconstructed and maintained within the easement areas. The drainage easements are reserved for use by the compulsory homeowners' association referred to in Part D, Paragraph 6 hereof, and shall be under the exclusive direction and control of said homeowners' association. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot or by the aforesaid homeowners' association, except for the installations for which a public authority or utility company is responsible. Said homeowners' association shall maintain the perimeter wall, if any. Miami-Dade Water and Sewer Authority, Florida Power & Light Company, Southern Bell Telephone and Telegraph Company and The Sengra Corporation, and their successors and assigns, shall have a perpetual easement for the installation and maintenance, all underground, of water lines, sanitary sewers, storm drains, electric and telephone lines, cables and conduits; and other utility services under and through the utility easements as shown on the plat of Miami Lakes Loch Isle Section, and upon such portions of each and every lot as are from time to time not occupied by single-family townhouse dwellings or exterior enclosed courtyards or patios appurtenant to such dwellings. Any damage caused to pavement, driveways, drainage structures, sidewalks, or other structures or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage. All utilities within the subdivision, whether in access areas or other utility easements, shall be installed and maintained underground. The easements herein granted shall not create an exclusive right to use the subject property and the undersigned reserves the right to grant other easements within the same property. Each

person using the easements created in this instrument shall indemnify the undersigned and its successors in title to the land from any liability, including court costs and attorneys' fees, arising out of the use of such easements.

5. TELEPHONE CONDUIT EASEMENTS: Southern Bell Telephone and Telegraph Company, and its successors, shall have an easement for the installation, maintenance, and replacement of telephone service wires and cables within the conduits as originally installed by The Sengra Corporation under the floor slabs of each group of townhouses. Such conduits run from one end of each group of townhouses, with a separate conduit for each dwelling unit terminating in that unit. Owners and occupants of the townhouses shall not drill or cut through their floors in any manner that will damage any telephone conduit. The telephone company may not replace any conduit under any dwelling unit except the unit to be served, and shall not tunnel under or enter any such unit without the prior written consent of its owner. The telephone company shall have the right to install and maintain its aboveground terminal at the end of the townhouse group. The easement granted in this paragraph shall terminate as to a townhouse group if and when no telephone service to that group is any longer provided through any of the subject conduits.

6. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be permitted on any lot or used on any lot at any time as a residence either temporarily or permanently.

8. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one sign of not more than one (1) square foot used to indicate the name of the resident, or one sign of not more than five (5) square foot advertising the property

for sale or for rent, or signs used by a builder to advertise the property during the construction and sales period.

9. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the subdivision, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the subdivision. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

10. LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

11. SEWAGE DISPOSAL: No individual sewage disposal system shall be permitted on any lot; provided that a central sewage disposal system is being operated in accordance with the requirements of the governmental regulatory body having jurisdiction over said central system.

12. WATER SUPPLY: No individual water supply system shall be permitted on any lot; except for use in air conditioners and sprinkler systems; provided that a central water supply system is being operated in accordance with the requirements of the governmental body having jurisdiction over said central system.

13. VISIBILITY AT INTERSECTIONS: No obstruction to visibility at access easement intersections shall be permitted.

14. ARCHITECTURAL CONTROL: No building, wall, pavement, or other structure or improvement of any nature shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure and a landscaping plan have been approved in writing by the Architectural Control Committee (as hereinafter defined). Each building, wall, pavement or other structure or improvement of

any nature and the landscaping shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plan, landscaping plans, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said Architectural Control Committee seem sufficient. Any change in the exterior appearance of any building, wall, pavement, other structure or improvements, any change in the finished ground elevation, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The Architectural Control Committee shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. The "Architectural Control Committee" is composed of William E. Graham, Michael Beebe, and Carmel Creach, all of whose addresses are in care of The Sengra Corporation, 14340 N. W. 60th Avenue, Miami Lakes, Florida 33014. A majority of the committee may take any action the committee is empowered to take, and may designate a representative to act for the committee. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

15. **LIABILITY:** The Architectural Control Committee, its members and their successors, shall not be liable in damages to anyone submitting plans for approval or to any owner or owners of land covered by this instrument by reason of mistake in judgment, negligence or non-feasance of said committee, members, agents or employees, arising out of or in connection with the approval or disapproval or failure to approve any plans. Anyone submitting plans to the Architectural Control Committee for approval, by the submitting of such plans, and any owner by acquiring title to any of the property covered by this declaration

agrees that such person will not bring any action or claim for any such damages against the Architectural Control Committee, its members, their successors, and the committee's agents and employees.

16. EXTERIOR APPEARANCES AND LANDSCAPING: The paint, coating, stain, and other exterior finishing colors on all townhouses may be maintained as that originally installed, without prior approval of the Architectural Control Committee, but prior approval by the Architectural Control Committee shall be necessary before any such exterior finishing color is changed. The landscaping, including without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained by the owner as originally installed by The Sengra Corporation, unless the prior approval for any substantial change is obtained from the Architectural Control Committee.

17. COMMERCIAL TRUCKS, TRAILERS, CAMPERS AND BOATS: In order to maintain the high standards of the subdivision with respect to residential townhouse appearance, no trucks or commercial vehicles, boats, campers, recreational vehicles, motor homes, house trailers, boat trailers and trailers of every other description shall be permitted to be parked or to be stored at any place on any lot lying within the portion of the subdivision described in Part A above, except only during periods of approved construction on said lot. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pickups, delivery and other commercial services.

18. FENCES: No fence, wall or other enclosure shall be erected in the front yard or side yard setback areas, except any as originally installed by The Sengra Corporation, and except any approved by the Architectural Control Committee as above provided. Furthermore, no fence, wall, other enclosure, hedge, shrubbery, tree, or other landscaping shall be erected, placed, planted, or allowed to remain on any portion of a lot

that would block or obstruct the view of Loch Isle (the lake) from any private road or "access area" (as such term is defined in the Declaration of Covenants and Restrictions referred to in Part D, Paragraph 6).

19. GARBAGE AND TRASH DISPOSAL: No garbage, refuse, trash or rubbish shall be deposited or kept on any lot except in an underground receptacle located in the front yard area; provided, however, that the requirements from time to time of Metropolitan Dade County for disposal or collection by the Dade County Waste Division shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

20. CARE AND APPEARANCE OF PREMISES: The structures and grounds on each building lot shall be maintained in a neat and attractive manner. Upon the owner's failure so to do, The Sengra Corporation, hereinafter called the Grantor, may, at its option, after giving the owner ten (10) days' written notice sent to his last known address, have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from any lot, and re-sod any lot and replace any landscaping at Grantor's option. Upon the owner's failure to maintain the exterior of any structure in good repair and appearance, the Grantor may, at its option, after giving the owner thirty (30) days' written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The owner of such lot shall reimburse the Grantor for the cost of any work as above required, and to secure such reimbursement, the Grantor shall have a lien upon such building lot enforceable as herein provided. Upon performing the work herein provided, the Grantor shall be entitled to file in the Public Records of Dade County, Florida, a notice of its claim of lien by virtue of this contract with the owner. Said notice shall state the cost of said work and shall contain a description of the property against which the enforcement of the lien is sought. The lien

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herein provided shall date from the time that the work is completed, but shall not be binding against creditors or subsequent purchasers for a valuable consideration and without notice until said notice is recorded. The lien herein provided shall be due and payable forthwith upon the completion of the work, and if not paid, said lien may be enforced by foreclosure in the same manner as mortgages in Dade County, Florida. The amount due and secured by said lien shall bear interest at ten percent (10%) per annum from the date of recording said notice of lien, and Grantor shall be entitled to recover costs and attorneys' fees for filing the lien claim, and for any action to enforce the same, including, without limitation, appeals. The liens herein provided shall be subordinate to the lien of any mortgage encumbering any lot to any institutional lender; provided, however, that any such mortgagee when in possession and any purchaser at any foreclosure sale, and all persons claiming by, through or under such mortgagee or purchaser, shall hold title subject to the obligations and liens herein provided. The liens herein provided shall be subordinate also to the liens of the compulsory homeowners' association established pursuant to and obtaining liens by reason of the Declaration of Covenants and Restrictions executed by The Sengra Corporation, referred to in Part D, Paragraph 6 hereof. Grantor shall have the right but shall not be obligated to assign all of the Grantor's rights and privileges under this paragraph 20 to the homeowners' association established pursuant to such Declaration of Covenants and Restrictions.

21. CLOTHES LINES: No clothes lines or drying yards shall be erected, used or permitted to remain anywhere within the subdivision.

22. ACCESS TO LOTS: Access by motor vehicle and by driveway from any lot or road rights of ways shall be permitted only through the common access easements as shown on the plat of Miami Lakes Loch Isle Section.

23. LOCH ISLE AND LOTS ADJOINING IT: As to all of the lots which are waterfront lots, and as to the body of water designated on the plat as "Lake" (herein called "Loch Isle"), the following restrictions shall be additionally applicable:

(a) No boathouse, dock, wharf, or other structure of any kind shall be erected, placed, altered, or maintained on the shores of Loch Isle as shown on said Plat, unless the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, location with respect to topography and finish grade elevation, and as to desirability *per se*. It is the intention of this instrument to authorize the committee in its sole discretion to approve or disapprove any such boathouse, dock, wharf, or other structure on purely aesthetic grounds or any other grounds or for the reason that there should be no such boathouse, dock, wharf, or other structure on the waterfront. The Architectural Control Committee shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph.

(b) No powerboat or other mechanically powered water craft or device propelled by other than man-power or sail shall be used or operated on Loch Isle, unless authorized by the Architectural Control Committee, which may prescribe rules and regulations governing such use or operation.

(c) Shoreline contours of Loch Isle and the lots above or below water and the seawalls may not be changed without the written approval of the Architectural Control Committee. No lot shall be increased in size by filling in the water upon which it abuts.

Loch Isle includes all of such water areas on the plat to the shoreline, whether or not the water area is over a portion of a lot. The term "waterfront lots" includes all lots any part of which lot touches the high water mark of Loch Isle.

24. EASEMENTS FOR ENCROACHMENTS: All of the lots in this subdivision shall be and are singly and collectively subject to easements for encroachments which now or hereafter exist or come into being, caused by settlement or movement of the townhouses, walls or other improvements, or caused by minor inaccuracies in construction or reconstruction of such townhouses, walls, and other improvements, which encroachments shall be permitted

to remain undisturbed and such easements shall and do exist and shall continue as valid easements as long as such encroachments stand. A valid easement for the maintenance of such encroachments is herein created, so long as such encroachments stand.

25. **ILLEGAL AND COMMERCIAL ACTIVITIES PROHIBITED:** No illegal or commercial activity shall be carried on or conducted upon any lot lying within the portion of the subdivision described in Part A above.

Part C - Party Wall Covenants

1. **GENERAL:** Each wall built as part of the original construction of the single-family townhouse dwellings upon the said described land and placed on the dividing line between the lots thereof shall constitute a party wall, and each owner shall own that portion of the wall which stands on his own lot, with a cross-easement of support in the other portion.

2. **SHARING OF REPAIR AND MAINTENANCE:** The costs of reasonable repair and maintenance of a party wall shall be shared equally by the owners who make use of the wall.

3. **DESTRUCTION BY FIRE OR OTHER CASUALTY:** If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore the same, but no greater dimension of said party wall, or of any extension, or restoration, thereof, shall be placed upon the land of the other owner not extending, constructing, or restoring said party wall than that existing prior to such fire or other casualty, without the written consent of the latter first obtained; and no part of any addition to the dimensions of said party wall, or of any extension thereof already built, that may be made by any of said owners, or by those claiming under them respectively, shall be placed upon the land of the other owner, without the written consent of the latter first obtained. If the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the

right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

4. WEATHER PROOFING: Notwithstanding any other provision of this Part C, any owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

5. RIGHT TO CONTRIBUTION RUNS WITH LAND: The right of any owner to contribution from any other owner under this Part C shall be appurtenant to the land and shall pass to such owners' successors in title. Upon conveyance or other transfer of title, the liability of the prior owner shall cease.

6. ARBITRATION: In the event of any dispute arising concerning a party wall, or under the provisions of this Part C, each party shall choose one arbiter, and such arbiters shall choose one additional arbiter, and the decision of a majority of all the arbiters shall be final and conclusive of the question involved.

Part D - General Provisions

1. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which said covenants shall be automatically extended for five (5) successive periods of ten (10) years each unless an instrument signed by the then owners of a majority of the lots in the described property, has been recorded, agreeing to change said covenants in whole or in part.

2. ENFORCEMENT: Enforcement shall be by proceedings in court against any person or persons violating or attempting to violate any covenant to restrain violation and to recover damages, which shall include costs and attorneys' fees in the enforcement hereof. The covenants may be enforced by The Sengra Corporation, or its successor, or by any owner of a lot in

Miami Lakes Loch Isle Section, or by the compulsory homeowners' association hereinafter referred to.

3. SEVERABILITY: Invalidation of any one of these covenants or any portions thereof by judgment or court order shall in no wise affect any of the other provisions or portions thereof which shall remain in full force and effect.

4. ADDITIONAL RESTRICTIONS: The Architectural Control Committee may from time to time, in its sole discretion, modify, amend, derogate, or add to this Declaration of Restrictions.

5. WAIVER: The Architectural Control Committee may waive, upon application being made to it, any one or more of the foregoing conditions, restrictions, limitations, or agreements with respect to any designated lot or lots, upon finding such waiver would not be detrimental to the subdivision as a residential area of high standards, but any such waiver, which must be evidenced in writing, shall not be deemed or construed to be a waiver of any such condition, restriction, limitation or agreement with respect to any other lot.

6. CUMULATIVE EFFECT: All the provisions of this Declaration of Restrictions shall be deemed cumulative and in addition to provisions of the Amended and Restated Declaration of Covenants and Restrictions providing for a compulsory homeowners' association for the subdivision, which instrument is dated as of June 26, 1979, and is to be recorded.

7. APPLICABILITY TO "P" TRACTS AND TRACT A: Until the termination of the dedication and the reversion of the Tracts on the plat of Miami Lakes Loch Isle Section numbered P-62, P-63, P-64 and P-65, and Tract A when and if it is dedicated, nothing (except as hereinafter noted) contained in this instrument shall apply to said Tracts, which have been (or will be in the case of Tract A) dedicated to the perpetual use of the public for parks; provided, however, that the provisions of Part B, Paragraph 4 hereof are and shall be applicable. Upon such reversion, said Tracts shall be subject to all of the terms and provisions of

this instrument, subject to such amendments as may be made by The Sengra Corporation, its successors and assigns, at such time so that, in its sole discretion, such Tracts may be utilized as building sites. The Sengra Corporation reserves the right to dedicate Tract A to Dade County as a public park.

IN WITNESS WHEREOF, The Sengra Corporation has caused this instrument to be executed this 26th day of June, 1979.

Signed in the presence of: THE SENGRA CORPORATION

Richard B. Stucky
Sylvia B. Cord

By *Robert L. Rawls*
Robert L. Rawls, President

Attest: *Edwin E. Feathers*
Edwin E. Feathers,
Assistant Secretary

STATE OF FLORIDA)
COUNTY OF DADE)

The foregoing instrument was acknowledged before me, this 29th day of June, 1979, by ROBERT L. RAWLS and EDWIN E. FEATHERS, President and Assistant Secretary, respectively, of THE SENGRA CORPORATION, a Florida corporation, on behalf of the corporation.

Sylvia B. Cord
Notary Public, State of Florida, at Large
My commission expires: *December 31, 1982*



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