

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION

MAD: on the date hereinafter set forth by COUNTRY CLUB OF MIAMI CORPORATION, a Florida corporation authorized to transact business in Florida, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property known as "Country Club of Miami Fairway Townhouses" located in Dade County, Florida, which is more particularly described as:

Country Club of Miami Fairway Townhouses, Lots 1 through 69, according to the Plat thereof, as recorded in Plat Book 86, Page 13 of the Public Records of Dade County, Florida. Being a replat of Block 7, Country Club of Miami Estates Section 1, Plat Book 75, Page 6; a replat of Block 7, Country Club of Miami Estates Section 2, Plat Book 77, Page 43; a replat of a portion of Chambers Land Company Subdivision, Plat Book 2, Page 27, lying in the East 1/2 of Section 2, Township 52 South, Range 40 East, Dade County, Florida,

and

WHEREAS, Declarant will convey Lots, as hereinafter defined, in the said properties, subject to the protective covenants, conditions, restrictions, reservations, liens and charges set forth herein;

NOW, THEREFORE, Declarant hereby declares that all of the said properties shall be held, sold and conveyed subject to the following limitations, easements, restrictions, reservations, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property. These easements, covenants, restrictions, and conditions shall run with the land and shall bind all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Country Club of Miami Fairway Townhouse Association, Inc., a non-profit Florida corporation, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real

This Document prepared by Guy B. Bailey Jr.
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property first hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Lot" shall mean and refer to any platted lot shown upon the plat of Country Club of Miami Fairway Townhouses.

Section 4. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract seller, but excluding those having such interest merely as security for the performance of any obligation.

Section 6. "Declarant" shall mean and refer to Country Club of Miami Corporation, a Florida corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Annexation of additional property shall require the assent of two-thirds (2/3) of the Class A members and two-thirds (2/3) of the Class B members, if any, at a meeting duly called for this purpose, written notice of which setting forth the purpose of the meeting shall be sent to all members not less than twenty-one (21) days nor more than forty-two (42) days in advance of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If a quorum is not present at such meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that two-thirds (2/3) of Class A membership or two-thirds (2/3) of Class B membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat by filing same with Declarant within ten (10) days thereafter.

Section 2. If within five (5) years of the date of incorporation of the Association, Declarant should develop additional lands within 150

feet from the boundary of the Properties, such additional lands may be annexed to said Properties without Class A members' assent.

ARTICLE III

MEMBERSHIP

No person shall be eligible for ownership or membership who is not a fully and currently paid social or golf member of the Country Club of Miami. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to assessment by the Association, including contract sellers, but excepting persons or entities holding an interest merely as security for the performance of an obligation, shall be a member of the Association. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot and previously effective social or golf membership in the Country Club of Miami shall be the sole qualifications for membership. Nothing in this Article shall pertain to Class "B" membership or to Declarant.

ARTICLE IV

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Article III with the exception of Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any Lot, all such persons shall be members; the vote for such Lot shall be exercised as they among themselves determine, but no more than one vote may be cast with respect to any Lot. No member shall be entitled to vote on any matter who is not a fully and currently paid social or golf member of the Country Club of Miami or who is in arrears in the payment of any charge or assessment hereunder.

Class B. The Class B member shall be Declarant. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article III, but Class B membership shall cease and be converted to Class A membership whenever the earlier of the following events occurs: (a) when the total votes outstanding in the Class A membership equal the total votes outstanding

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in the Class B membership, c. (b) on January 2, 1975.

ARTICLE V

PROPERTY RIGHTS

Every member shall have a right and easement of enjoyment of his Lot and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

(a) The Association's right to suspend the voting rights of a member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed one hundred eighty (180) days for any infraction of its published rules and regulations; and

(b) The Association's right to dedicate or transfer all or any part of the drainage, irrigation, utility, ingress and egress easements to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of Class A votes and two-thirds (2/3) of Class B votes, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days in advance.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned by it within the Properties, hereby covenants, and each Lot Owner by acceptance of a deed therefor, whether or not so expressed in such deed or other conveyance, is deemed to covenant, which covenant shall run with the land and be binding on every Owner, agree to pay to the Association: (1) annual assessments or charges which may be prorated and due monthly, and (2) special assessments for capital improvements, both such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, including reasonable attorneys' fees, as hereinafter provided, shall be charge on the land and shall be a

continuing lien upon the property against which each such assessment is made, and said lien may be enforced in the same manner in which mortgages are enforced. Each such assessment or portion thereof, together with such interest, costs, and reasonable attorneys' fees shall also be each Owner's personal obligation when the assessment falls due. The personal obligation shall not pass to his successors in title unless expressly assumed by them, but shall remain a charge and lien on the Lot in question.

Section 2. Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the improvement and maintenance of the Properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the townhouses situated upon the Properties.

Section 3. Basis for Monthly Charges and Assessments. The Association's Board of Directors may fix monthly assessments and determine the method of billing for and collecting the same in the manner hereinafter set forth.

(a) Monthly charges for Lots shall initially include, without limitation, the costs of the following:

- (i) Security guard services;
- (ii) Landscaping and grounds maintenance (exclusive of entrance patios);
- (iii) Exterior building painting and painting maintenance (exclusive of roofs);
- (iv) Paving maintenance;
- (v) Bookkeeping, accounting and legal services; and
- (vi) Lawn sprinkler system and off-site pump maintenance, replacement and repair;

(b) Charges for security guard service and bookkeeping, accounting and legal services shall be apportioned equally for each Lot; charges for the remaining items in Subparagraph (a) shall be apportioned ratably according to the linear front footage of each Lot.

(c) Charges hereunder shall be due only upon Lots upon which townhouses have been completed; provided, however, that Declarant shall be required to commence payments upon any townhouse owned by it only after 120 days following issuance of a certificate of

occupancy for that unit.

(d) All books and records kept by the Association's Board of Directors in connection with charges under this Article shall be available for inspection by any Owner during regular business hours of any working day.

(e) So long as fees or charges are not unreasonably excessive, the Association's Board of Director is authorized to contract with Declarant to provide any or all of the services under this Article.

Section 4. Date of Commencement of Annual Assessments; Due Dates.

Except as set forth in Section 3(c) above, annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the first Lot to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 5. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at two percentage points above the prevailing prime rate of interest, or the maximum interest rate permitted by law, whichever is lower, and the Association, acting through its Board of Directors, may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Lot owned by him.

Section 6. Special Assessment Against a Particular Owner of Lot.

Should any Lot Owner fail to maintain the premises and the improvements

situated thereon in a manner reasonably satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) decision of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel during reasonable hours and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon to the minimum standard of repair and condition reasonably satisfactory to the Board, and at as reasonable a cost as to the Board can obtain. The cost of such exterior maintenance shall be added to and become part of the annual assessment to which such Lot is subject, may be prorated and payable monthly and said assessment shall be enforced in the same manner and with the same incidents as provided for in Section 5.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be superior to all other liens save and except tax liens and mortgage liens, provided said mortgage liens are first liens against the property encumbered thereby (subject only to tax liens), and secure indebtednesses which are amortized in monthly or quarter-annual payments over a period of no fewer than ten (10) years. Sale or transfer of any Lot which is subject to a mortgage as herein described, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 8. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) those portions of Country Club of Miami Fairway Townhouses which may be designated and/or reserved for easements; and (c) all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Florida. However, no land or improvements devoted to dwelling use shall be exempt from said assessments, regardless of the character of its ownership.

ARTICLE VII

MEMBERSHIP IN COUNTRY CLUB OF MIAMI

Each Lot Owner shall be required, prior to entry upon or possession

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of any part of the Properties, to be a fully and currently paid social or golf member of Country Club of Miami and shall be required to maintain membership current. Country Club dues shall be a charge upon each Lot and shall be a lien upon each Lot, subject to collection and enforcement in the same manner and with the same incidents set forth in Section 1 of Article VI of this Declaration. Nothing in this Article shall pertain to Class "B" membership or to Declarant.

ARTICLE VIII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure or improvement shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition, change or alteration therein be made upon any Lot until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of exterior design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to and actually received by it, approval will not be required and this Article will be deemed to have been fully complied with. All determinations of the architectural committee shall be subject to review by, and shall comply with, any rules and regulations of Declarant's Architectural Review Board as set forth in Article IX Section 12 below.

ARTICLE IX

USE RESTRICTIONS

Section 1. 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 a single-family dwelling.

Section 2. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any Lot at any time as a residence or appendage to such residence, either temporary or permanent.

Section 3. No noxious or offensive activity shall be carried on

upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that a reasonable number of dogs, cats and other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose and provided they are kept reasonably quiet and clean.

Section 5. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than one square foot advertising the property for sale or rent, or signs used by Declarant or a builder to advertise the property during the construction and sale.

Section 6. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Section 7. No garments, rugs or any other materials may be hung, exposed or dusted from the windows or from any residence.

Section 8. Easements for access are reserved as shown on the recorded plat. Access easements are provided for the joint and several use of the present and future owners of lots within this section for a means of ingress and egress. Within these easements, no wall, fence, structure, building, planting, or other material shall be placed or permitted to remain which will prevent free ingress and egress. Access shall be continuously available to all present and future owners of property in this section, and appropriate public officials.

Section 9. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 10. 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 Florida State Board of Health or any other governmental regulatory body having jurisdiction over said central system.

Section 11. 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 Florida State Board of Health or any other governmental body having jurisdiction over said central system.

Section 12. No building or additional fence, wall, or other structure or improvement of any nature shall be erected, placed or deleted or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure have been approved in writing by the Architectural Control Committee. Each building, wall, or other structure or improvement of any nature shall be erected, placed, or altered on the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plan, 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 shall seem sufficient. Any change in the exterior appearance of any building, wall, other structure or improvement 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 Guy B. Bailey, E. Wade Hargadon, and James W. Briggs, all of whose address is in care of Country Club of Miami Corp., 6801 Miami Gardens Drive, Miami, Florida. A majority of the committee may designate a representative to act for it. 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.

Section 13. The paint, stain, and other exterior finishing colors and landscaping of each building group shall be maintained as that originally installed, without prior approval of the Architectural Control Committee.

Section 14. In order to maintain the high standards of the townhouse area with respect to residential townhouse appearance, no trucks or commercial vehicles, boats, 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 in the townhouse area, except only during

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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 pick-up, delivery, and other commercial services.

Section 15. Except as necessary to permit passage of vehicles, all garage doors shall be kept closed at all times.

Section 16. No exterior radio or television antennas and no awnings, roofed-over terraces or screened enclosures shall be permitted.

ARTICLE X

EASEMENTS

Easements for the installation and maintenance of common sprinkler system, utilities and drainage facilities are reserved and such easements are set forth and contained in the recorded plat of Country Club of Miami Fairway Townhouses, and as may be contained in any subsequent plat or plats filed, from time to time, among the Public Records of Dade County, Florida, covering additional properties annexed pursuant to Article II. The Association may modify, dedicate and transfer easements pursuant to Article V. 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 interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements thereon shall be maintained continuously by the Owner of the lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE XI

RIGHT OF FIRST REFUSAL

Declarant shall have a right of first refusal of any bona fide offer to purchase any lot within fifteen (15) days of receipt of written notice from such Owner that a sale is pending.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Covenants Run with Land. All restrictions, reservations, covenants, conditions and easements contained in this Declaration

shall constitute covenants running with the land, and all grantees, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions of (a) this Declaration of Covenants, Conditions and Restrictions, and (b) the Articles of Incorporation and By-Laws of the Association who will be the entity responsible for the operation and maintenance of the townhouse area.

Section 2. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one or any portion of one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the Land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. To be effective, any amendment must be properly recorded.

Section 5. Remedy for Violations. For violation or a breach of any of the provisions herein, or the provisions of the Articles of Incorporation or By-Laws of the Association by any person claiming by, through or under the Declarant and/or the Association, or by virtue of any judicial proceedings, the Owner, or the Association, or Declarant, or a first mortgagee, or any of them, severally, shall have the right to proceed at law for damages or in equity to compel compliance of any

of them, or for such other relief as may be appropriate. In addition to the foregoing right, whenever there shall have been built within the Properties any structure which is in violation of this Declaration, any of the aforementioned persons or parties may enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the Owner, provided, however, that the Association shall then make the necessary repairs, construction, etc., to insure that the property and improvements where such violation occurred is restored to the same condition in which it existed prior to such violation, and any such entry, abatement, removal or restoration and construction work shall not be deemed a trespass.

Section 6. Effect of Waiver of Violation. No waiver of a breach or violation of any of the Terms, provisions and covenants in this Declaration, or in its Articles of Incorporation and By-Laws of the Association, shall be construed to be a waiver of any succeeding breach of the same term, provision or covenant of this Declaration, or the Articles of Incorporation and By-Laws of the Association.

Section 7. Instruments Governing Common Area and Owners of Lots. This Declaration and the Articles of Incorporation and By-Laws of the Association, which are attached hereto and made a part hereof, and any lawful amendments, from time to time, to said instruments, shall govern as to the common area and the rights, duties and responsibilities of the Owners of Lots.

Section 8. Notice to Owners. Whenever notices are required to be given hereunder, the same shall be sent to the Owners by Certified Mail at the address of the dwelling situated upon the Lot. Such notices shall be deemed given when deposited in the United States Certified Mails. Any Owner may change his mailing address by written notice given to Declarant at 6801 Miami Gardens Drive, Hialeah, Florida 33015, and to the Association at the same address.

Section 9. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular.

IN WITNESS WHEREOF, Country Club of Miami Corporation has caused these presents to be signed in its name by its ^{Vice} President and its

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Corporate seal affixed, and by its Secretary, this day of April, 1970.

Signed, sealed and delivered in the presence of:

COUNTRY CLUB OF MIAMI CORPORATION

Ayina Hanjormer
F. Bruce Bailey

By E. Wade Hargadon
Vice President

Attest:
Guy B. Bailey, Jr.
Secretary

(Corporate Seal)

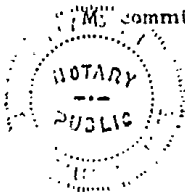
STATE OF FLORIDA
COUNTY OF DADE

Before me appeared E. Wade Hargadon and Guy B. Bailey, Jr., to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as its Vice President and Secretary of the above named COUNTRY CLUB OF MIAMI CORPORATION, a Corporation, and severally acknowledged and before me that they executed such instrument as such President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 28th day of April, A. D. 1970.

Leo J. Curtis
Notary Public

Commission expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 12, 1973
BONDED THROUGH FRED W. DISTELHORST



RECORDED IN OFFICIAL OFFICE BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
E. B. LEATHERMAN
CLERK CIRCUIT COURT
BY [Signature]