

DECLARATION OF RESTRICTIONS AND
COVENANTS FOR KENDALE SOUTH, SECTION ONE
DADE COUNTY, FLORIDA

THIS INSTRUMENT made this 6th day of November, 1967, by SOUTHEASTERN LAND CO. a FLORIDA CORPORATION, being the owner in-fee simple of that certain real property located in DADE COUNTY, FLORIDA described as follows, to wit:

KENDALE SOUTH, SECTION ONE
RECORDED IN PLAT BOOK 62 AT
PAGE 93 OF THE PUBLIC RECORDS
OF DADE COUNTY, FLORIDA

B-1 FULLY PROTECTED RESIDENTIAL AREA. The residential area covenants in Part C in their entirety shall apply to the entire subdivision, with the exception of lands designated in C-1-a, and such lands which may be zoned for multiple family dwellings by the County of Dade and which may be, if any, described as C-1-b.

C-1 LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes except lands designated in C-1-a, and such lands which may be zoned for multiple family dwellings by the County of Dade, and which may be, if any, described as C-1-b. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.

C-1-a The lands designated as Tracts A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, A-10, A-11, A-12, A-13, A-14, A-15, A-16, A-17, A-18 may only be used for a Golf Course. The lands designated as Tract A-19 may only be used for the operation of a country club, which will include a club house, pro-shop, locker rooms, swimming pools, cabanas, liquor, beer and wine bar facilities, dining room facilities, parking, tennis courts, putting greens, golf driving ranges, and all other incidental uses thereto. It is the further intent of the Subdividor that these lands designated as Tracts A-1 through A-19 incl. not be permitted for any other use other than a golf course or country club or operations incidental thereto. These restrictions shall continue for a period of ninety-nine (99) years unless released or revised by the Board of County Commissioners of the County of Dade, State of Florida, or its successors, with the consent of seventy-five (75%) per cent of the property owners who are within the afore-described subdivision, and those owners within 150 feet of the exterior boundaries of said subdivision.

C-2 DWELLING COST, QUALITY, AND SIZE. No dwelling will be permitted on any lot at a cost of less than \$9500 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein the the minimum permitted dwelling size. The minimum volume content of the main structure, including one story open porches and garages, shall be not less than 15,000 CF.

C-3 BUILDING LOCATION. No building shall be located on any lot nearer to the front lines, or nearer to the side street lines than the minimum building setback line of 25 feet from

the front line and 15 feet from the side street line as measured from the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 15 feet to any side street line. No building shall be located nearer than 7 1/2 feet to an interior side lot line. No dwelling shall be located on any lot nearer than 25 feet to the rear lot line, except that screened swimming pool enclosures may come within 12 feet of the rear lot line. For the purpose of this covenant, eaves, and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

C-4 LOT, AREA, AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 7,500 square feet. No lot shall be divided or resubdivided unless both portions of said lot be used to increase the size of the adjacent lots as platted, unless the portions of such lot are used to create a lot, or lots, substantially as large in frontage, depth, and area as the average of other lots in the block, all without leaving any lot or parcel smaller in any dimension than such average lots.

C-5 TEMPORARY STRUCTURES. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings, shall be used on any lot at any time as a residence either temporarily or permanently.

C-6 EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of 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 in it shall be maintained continuously by the owner of the lot, except for those improvements in it for which a public authority or utility company is responsible.

C-7 NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

C-9 SIGNS. No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one square foot, or one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

C-10 OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on 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.

C-11 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.

C-12 GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping grounds for rubbish ^{or} trash. Garbage or other waste shall not be kept except in sanitary containers. All sanitary equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

C-13 WATER SUPPLY. No individual well will be permitted on any lot within this subdivision except for irrigation, swimming pools or air conditioning.

C-14 SEWAGE DISPOSAL. No septic tanks will be permitted on any lot within this subdivision. The above two requirements shall be enforced so long as the systems are operating satisfactorily to the Florida State Board of Health.

C-16 SIGHT DISTANCE AT INTERSECTIONS. No fence, wall hedge or shrub planting which obstructs sight lines at elevations 6 feet above the roadways, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines, and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-lines limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage lines is maintained at sufficient height to prevent obstruction of such sight lines.

PART "H" G-E-N-E-R-A-L P-R-O-V-I-S-I-O-N-S

H-1 TERMS. These covenants are to run with the land and shall be binding on the undersigned and on all parties and all persons claiming under them, for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. The provisions of this paragraph do not apply to the property described in C-1-a hereinabove.

H-2 ENFORCEMENT. Enforcement shall be by proceeding at law or in equity against any persons or person violating or attempting to violate any covenant either to restrain violation or to recover damages.

H-3 SEVERABILITY. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, THE CORPORATION has this day caused these present to be signed in the name of its proper officers, and its corporate seal to be affixed, attested by its Secretary, the day and year above written.

SOUTHEASTERN LAND CO.

WITNESS: Francis A. ...

BY: Ernest Janis
Vice President

WITNESS: Carol A. ...

ATTEST: A. Craig Burton
Secretary

STATE OF FLORIDA)
COUNTY OF DADE) ss:

I HEREBY CERTIFY that on the 6th day of November 1967, Vice personally appeared before me, ERNEST JANIS and A. CRAIG BURTON, President and Secretary respectively of SOUTHEASTERN LAND CO. a Florida corporation, to me well known to be the persons who signed the foregoing instrument, as such officers and severally acknowledge 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 this said corporation.

WITNESS my hand and seal at Miami, said County and State, this day and year last aforesaid.

Muriel Fisherman
NOTARY PUBLIC STATE OF FLORIDA AT-LARGE

My commission expires: NOTARY PUBLIC STATE OF FLORIDA AT-LARGE
MY COMMISSION EXPIRES AUG. 20, 1968



State of Florida, County of Dade.
This instrument was filed for record the 4 day of Dec 1967 at 12:35 P.M. and duly recorded in OFFICIAL RECORDS Book 5735 on Page 262 File # 67R-186881

E. B. LEATHERMAN
Clerk Circuit Court

By Kotalley D.C.