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Seagrape

Cover Sheet for

AMENDED AND RESTATED DECLARATION
OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR SAGA BAY
SECTION TWO (PLAT BOOK 95, PAGE 40) REPLATTED AS SEA
GRAPE TOWN HOMES (PLAT BOOK 106, PAGE 80), A PORTION OF
WHICH WAS REPLATTED AS SEAGRAPE TOWN HOMES FIRST
AMENDMENT (PLAT BOOK 138, PAGE 74)

AMENDED AND RESTATED DECLARATION

OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR SAGA BAY SECTION TWO (PLAT BOOK 95, PAGE 40) REPLATTED AS SEA GRAPE TOWN HOMES (PLAT BOOK 106, PAGE 80), A PORTION OF WHICH WAS REPLATTED AS SEAGRAPE TOWN HOMES FIRST AMENDMENT (PLAT BOOK 138, PAGE 74) — — —

WHEREAS, an AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS (the "Declaration") was recorded on April 4, 1980 in Official Records Book 10709, at Page 1598, of the Public Records of Miami-Dade County, Florida; and

WHEREAS, Supplemental Amendments to the Declaration were recorded in Official Records Book 12809, at Page 1395 and in Official Records Book 13454, at Page 105, of the Public Records of Miami-Dade County, Florida; and in Official Records Book 20637, at Pages 2111 to 2132, of the Public Records of Miami-Dade County, Florida; and

WHEREAS, the Declaration provides in Article IX, Section 5 for the Amendment of the Declaration; and

WHEREAS, there is no longer a Class B member (Developer) of Sea Grape Town Homes Property Owners Association, Inc. (the "Association"); and

WHEREAS, at a meeting of the Members of the Association called for the purpose of amending the Declaration, the Members, by affirmative vote of not less than two-thirds vote of the membership, voted to amend the Declaration such that the Declaration is amended and restated in the form of this document, and voted to authorize and direct the Association, by and through the President and Secretary of the Association, to cause this document to be recorded in the Public Records of Miami-Dade County, Florida, as the amended and restated Declaration,

NOW, THEREFORE, the Association, by and through the undersigned President and Secretary of the Association, amends in its entirety and restates the Declaration as hereinafter set forth.

ARTICLE I

Definitions

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the Seagrape Property Owner's Association, Inc., a Florida corporation not for profit.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

(c) "Access Areas" shall mean and refer to all of Tracts D, D-1 and D-2 as shown on said plats, together with any improvements thereon, including without limitation all private streets, drives, parking areas, sidewalks, street lights, and landscaping

(d) "Common Areas" shall mean and refer to all of Tracts A, B, B-1, B-2, B-3, B-4, B-5, B-6, and C as shown on said plats together with any improvements thereon, including without limitation all commonly owned recreational facilities, open space, landscaping, sidewalks and lights.

(e) "Lot" shall mean and refer to any lot described in Article II hereof and any lot shown upon any re-subdivision thereof.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties.

(g) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.

(h) "Lake" shall mean and refer to the body of water marked as a lake on the plats, and any and all other improvements that may be installed therein.

(i) "Developer" shall mean and refer to Saga

Development Corporation, a Delaware corporation, and/or Marvin W. Lewis and Juliet H. Lewis, and/or Old Cutler Lakes, Inc., a Florida corporation, and/or their successors and assignees.

(j) "Quorum" shall mean and refer to a majority of the seated Board of Directors

ARTICLE II

**Property Subject to This Declaration;
Additions Thereto**

Section 1. Legal Description. The real property, which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, is located in Miami-Dade County, Florida, and is more particularly described as follows:

All of the lots and tracts of SEAGRAPE TOWN HOMES FIRST AMENDMENT, according to the plat thereof, as recorded in Plat Book 138, at Page 74, of the Public Records of Miami-Dade County, Florida.

All of the lots and tracts of SEAGRAPE FIRST AMENDMENT, according to the plat thereof, as recorded in Plat Book 138, at Page 74, of the Public Records of Miami-Dade County, Florida, all of which real property shall hereinafter be referred to as "The Properties".

Section 2. Merger or Consolidation. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration within the Properties.

ARTICLE III

Membership and Voting Rights in the Association

Section 1. Membership. Every person or entity who is a Record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or

entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

ARTICLE IV

Property Rights in the Access Areas

Section 1. Members' Easements. Each Member and each tenant, agent and invitee of such Member shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the Access Areas, for use in common with all other Members, their tenants, agents, and invitees, subject to the exclusive parking rights set forth in Section 7 below.

Section 2. Easements Appurtenant. The easement provided in Section 1 shall be appurtenant to and shall pass with the title to each Lot.

Section 3. Maintenance. The Association shall at all times maintain in good repair, and shall replace as often as necessary the paving, drainage structures (except to the extent they may be maintained by Miami-Dade County), street lighting fixtures and appurtenances, landscaping (if any) and other structures (except utilities) situated on the Access Areas, all such work to be done as ordered by the Board of Directors of the Association acting on a majority vote of the Board members. Maintenance of said street lighting fixtures shall include and extend to payment for all electricity consumed in their illumination. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article VI.

Section 4. Utility Easements. Use of the Access Areas for utilities, as well as use of the other utility easements as shown on the plat, shall be in accordance with the applicable provisions of this Declaration.

Section 5. Ownership of Tract D. Upon completion of the development of Tract D, the Developer, or its successors and assigns, shall convey and transfer the record fee simple title thereto the Association, and the Association shall accept such conveyance. The Association shall be responsible for the payment of taxes assessed

against Tracts D, D-1 and D-2 and/or for maintenance and improvements, if such taxes are not proportionately levied on each lot.

Section 6. Public Easements. Fire, police, health and Sanitation, and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Access Areas.

Section 7. Exclusive Parking Rights. The Owner of each Lot shall have the exclusive right to the use of two (2) paved parking spaces in front of such Lot. Such parking spaces shall be used only for the parking of non commercial, licensed vehicles owned or operated by the Owner or his/her family members, guests, tenants, or invitees, or the family members, guests, or invitees of such Owner's tenant. Parking is prohibited in and upon the Access Areas and the Common Areas.

In the event a provision of this Section is violated, the Board of Directors may order the removal of the offending item after giving no less than ten (10) days notice to the owner of the offending item, if known, to remove the offending item; provided, however, that notice is not required prior to removing any item blocking the Access Areas or impeding access by emergency vehicles. The costs of removal shall be the liability of the Owner of the Lot bearing responsibility for the offending item. In the event an item is moved after the expiration of the time within which compliance was required, the Owner shall be liable for any costs incurred by the Association in connection with the attempted removal of the offending item. The Board of Directors and the Association shall not be liable for any costs of, loss of, or damage to the offending item or any other item of property whatsoever, directly or indirectly, resulting from the removal or in connection therewith.

Any claim of the Association for costs incurred while enforcing the provisions of this Section shall be enforceable, collectible and otherwise subject to remedy by the Association in the same manner as assessments pursuant to the provisions of Article VI, Section 6 of this Declaration. The imposition of liens for costs incurred shall not be the Association's exclusive remedy for costs incurred, and the ability of the Association to impose liens for costs incurred shall exist in addition to all other rights and remedies to which the Association may be entitled.

ARTICLE V

Property Rights in the Common Areas and Lake

Section 1. Ownership. The Association shall be responsible for the maintenance of the Common Areas and the Lake in a continuous and satisfactory manner without cost to the general taxpayer of Miami-Dade County, and for the payment of taxes assessed against the Lake and Common Areas and any improvements and any personal property thereon, if such taxes are not proportionately levied on each lot.

Section 2. Members' Easements. Each Member and each tenant, agent and invitee of such Member shall have a permanent and perpetual easement for the use of all Common Areas and the Lake in common with all other Members, their tenants, agents, and invitees, subject to the following:

(a) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and facilities, in compliance with the provisions of Miami-Dade County, Florida.

(b) The right of the Association to suspend the voting rights and right to use the Common Areas and facilities and the Lake by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its lawfully adopted and published rules and regulations.

(c) The right of the Association to adopt and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon and the Lake.

The right of an Owner to the use and enjoyment of the Common Areas and the facilities thereon and the Lake shall extend to the members of his immediate family who reside with him, subject to regulation from time to time by the Association in its lawfully adopted and published rules and regulations.

Section 3. Easements Appurtenant. The easement provided in Section 2 shall be appurtenant to and shall pass with the title to each Lot.

Section 4. Maintenance. The Association shall at all times maintain in good repair, and shall replace as often as necessary, any and all improvements situated on the Common Areas, including, but not limited to, all recreational facilities, landscaping, drainage structures (if not maintained by Miami-Dade County), lighting fixtures and appurtenances, sidewalks, and other structures, except utilities, all such work to be done as ordered by the Board of Directors of the Association acting on a majority vote of the Board members. Maintenance of lighting fixtures shall include and extend to payment for all electricity consumed in their illumination. The Association shall at all times maintain in a clean, sanitary, and attractive condition the Lake and any float or other structure that may at any time be installed therein and any dock or other structure that may at any time be constructed on or in the same, all such work to be done as ordered by the Board of Directors of the Association acting on a majority vote of the Board members. Maintenance of the Lake shall extend to and include keeping the Lake free of all debris, contaminants and noxious odors, and the treatment as needed with

chemicals and the use of mechanical means to prevent, retard, or destroy aquatic weeds and other undesirable plant or animal growth, and maintenance may extend to stocking the Lake with fish. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article VI. Such assessments shall be against all lots equally. No Owner may waive or otherwise escape liability for the assessments for such maintenance by nonuse of the Common Areas or Lake or abandonment of his right to use the Common Areas or Lake.

Section 5. Utility Easements. Public utilities may be installed underground in the Common Areas when necessary for the service of The Properties, but all use of utility easements shall be in accordance with the applicable provisions of this Declaration.

Section 6. Public Easements. Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

Section 7. Drainage Easement in Lake. In accordance with the provisions of the plat, the Lake may be used to receive storm water discharge from The Properties, and the surrounding public road rights of way.

Section 8. Damages. AND VANDALISM An Owner shall be responsible and liable for any and all damages and Vandalism to the Common Areas, Access Areas, and the Lake caused by the Owner or his/her family members, guests, tenants, invitees, pets or animals, or the family members, guests, invitees, pets or animals of such Owner's tenant.

Any claim of the Association for damages and / or vandalism so caused shall be enforceable, collectible and otherwise subject to remedy by the Association in the same manner as assessments pursuant to the provisions of Article VI, Section 6 of this Declaration. The imposition of liens for damages caused shall not be the Association's exclusive remedy for damages caused, and the ability of the Association to impose liens for damages caused shall exist in addition to all other rights and remedies to which the Association may be entitled.

ARTICLE VI

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of the Assessments. The parties executing this instrument hereby covenant, and each Owner of any Lot by acceptance of a deed therefore, whether

or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements; 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 as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection hereof—~~as~~ hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for (1) 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 properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Lake, the Common Areas and the Access Areas upon The Properties, including, but not limited to, the repair, replacement, and additions thereto, and the cost of labor, equipment, materials, management and supervision thereof, and (2) the purposes provided in Section 3 below.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 2 Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement that in the judgment of the Board benefits all Lots, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least (30) days in advance and shall set forth the purpose of the meeting.

Section 4. Date of Commencement of Annual Assessments: The annual assessments provided for herein shall commence on January 1, 1976. The annual assessments shall be payable in monthly installments due the first day of each month, or in annual or quarter-annual installments if so determined by said Board. The due date of any special assessment under Section 3 hereof shall be fixed in the resolution authorizing such assessment. An Owner or his/her tenant is required to make payments towards assessments in a timely manner irrespective of whether they receive assessment coupons to accompany the payments.

Section 5. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6. Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien, Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 4 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation or the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent per annum and the Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim or lien against the property or may foreclose the lien against the property, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment attorneys' fees and costs of preparing and filing the claim of lien and the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

It shall be the legal duty and responsibility of the Association to enforce payment of the assessments.

Section 7. Subordination of the Lien to First Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of real estate taxes and to the lien of any first mortgage encumbering any Lot now or hereafter placed upon the properties subject to assessment which mortgage is to be amortized over a term of not less than ten (10) years; provided, however, that any mortgagee

when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee shall hold title subject to the liability and lien of any assessments becoming due after such foreclosure (or conveyance in lieu of foreclosure). Except as provided herein, the lien of the assessments shall be superior to all other liens.

Section 8. Effective Date. Any lien, which may be created under this Declaration, shall be effective from and relate back to the date of the recording of this Declaration.

ARTICLE VII

Residential Covenants

Section 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 cluster dwelling not to exceed two stories in height. No Lot shall be utilized for model homes, parking lots, and/or sales offices. The intent is that more than one single family shall not occupy each Lot. A single-family residence is defined as a single housekeeping unit, operating on a nonprofit, noncommercial basis between its occupants, cooking and eating with a common kitchen and dining area.

Section 2. Change in Buildings. No Owner shall make or permit any structural modification or alteration to any building, except with the prior written consent of the Design Control Board and consent may be withheld if in the sole discretion of the Design Control Board it appears that such structural modification or alteration would affect or in any manner endanger other residential units. No building shall be demolished or removed without the prior written consent of all owners of all other residences with which such building was connected at the time of its construction, and also the prior written consent of the Design Control Board.

Section 3. Building Location. Buildings shall be located in conformance with the zoning Code of Metropolitan Miami-Dade County, Florida, and any specific zoning approvals hereunder, or as originally constructed on a lot by Developer's assignee. It is the intention of this paragraph to maintain standards equivalent to those imposed by the Zoning Code of Metropolitan Dade County. Therefore, when 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 section and any future variance or special exception

as to building location or other item shall constitute an amendment of this section.

Section 4. Easements. Easements for installation and maintenance of utilities have been created in the Access Areas and Common Areas. Utility service providers 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 under and through the Access Areas and Common Areas. Any damage caused to pavement, driveways, drainage structures, sidewalks, 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 street rights of ways or utility easements, shall be installed and maintained underground.

Section 5. Nuisances. No noxious or offensive activity shall be carried out on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. This includes any extensive repairs of vehicles on the property.

Section 6. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, scaffolding or other outbuilding shall be permitted on any Lot and / or common area or used on any Lot and / or common area at any time as a residence either temporarily or permanently. No gas tank, gas container, or gas cylinder shall be permitted to be placed on or about the outside of any houses built in this subdivision or any ancillary building, and all gas tanks, gas containers and gas cylinders shall be installed underground in every instance where gas is used. In the alternative, gas containers may be placed above ground if enclosed on all sides by a decorative wall approved by the Design Control Board referred to in Section 13 hereof. Gas BBQ grills are the only exception to the gas container statements. Scaffolding shall be permitted when approved by the Board of Directors for painting and repairing properties for a period of thirty (30) days.

Section 7. 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 feet advertising the property for sale or for rent.

Section 8. 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 Properties nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in The Properties. 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.

Section 9. Animals and Pets. No animal, livestock or poultry shall be kept, maintained or permitted on or about The Properties except for: (1) dogs (species *canis familiaris*), which must be kept indoors or behind an enclosed fence; (2) domestic cats (species *Felis domestica*), (3) ornamental birds, which must be kept indoors or within a screened-in patio; and fish, which must be kept in an indoor aquarium and are not dangerous, harmful or potentially harmful to the environment.

No animal or pet shall be permitted to roam or run freely about the Common Areas or Access Areas. In the case of a dog, it must be kept leashed.

No animals or pets shall be raised or maintained for sale or commercial purposes on any Lot. No kennels shall be maintained on any Lot.

The Board of Directors may prohibit certain types of pets and animals entirely. The Board of Directors shall have the right to require any Owner or his/her family members, guests, tenants, or invitees, or the family members, guests, or invitees of such Owner's tenant, to dispose of any pet or animal or remove such pet or animal from The Properties, including any Lot, the Access Areas, the Common Areas and the Lake, if in the opinion of the Board of Directors, acting in its sole discretion, such pet or animal is creating a nuisance, is not properly controlled and/or dangerous, harmful or potentially harmful to people and/or The Properties.

In the event a provision of this Section is violated, the Association shall have the right to remove, without notice, the offending animal or pet at the expense of the Owner of the Lot bearing responsibility for the offending animal or pet. The Board of Directors and the Association shall not be liable for any cost of, loss of, or damage to the offending animal or pet, directly or indirectly, resulting from the removal or in connection therewith.

Any claim of the Association for costs incurred while enforcing the provisions of this Section shall be enforceable, collectible and otherwise subject to remedy by the Association in the same manner as assessments pursuant to the provisions of Article VI, Section 6 of this Declaration. The imposition of liens for costs incurred shall not be the Association's exclusive remedy for costs incurred, and the ability of the Association to impose liens for costs incurred shall exist in addition to all other rights and remedies to which the Association may be entitled.

Section 10. 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.

Section 11. Water Supply. No individual water supply system shall be permitted on any Lot; except for use in air control water supply system is being operated in accordance with the requirements of the governmental body having jurisdiction over said central system.

Section 12. Visibility at Street Intersections. No obstruction to visibility at street intersections or Access Area intersections shall be permitted.

Section 13. Architectural Control. No building, wall, 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 have been approved in writing by the Design Control Board named below. Each building, wall or other structure or improvement of any nature 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, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said Design Control Board seem sufficient. Any change in the exterior appearance of any building, wall, other structure or improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The Design Control Board 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 Design Control Board is composed of three members of the Association as designated by the Board of Directors. A majority of the Design Control Board may take any action the Design Control Board is empowered to take, may designate a representative to act for the Design Control Board, and may employ personnel and consultants to act for it. In the event of death or resignation of any member of the Design Control Board, the Board of Directors shall have full authority to designate a successor. The members of the Design Control Board shall not be entitled to any compensation for services performed pursuant to this covenant.

Section 14. Exterior Appearances and Landscaping. The paint, coating, stain, and other exterior finishing colors on all residences may be maintained as that originally installed, without prior approval of the Design Control Board, but prior approval by the Design Control Board shall be necessary before any such exterior finishing color can be changed. In the event an Owner is notified by the Design Control Board to paint or repaint the exterior of a building or party wall, the Owner shall comply with such notice within ninety (90) days of the date of such notice. In the event an Owner is notified by the Design Control Board to remove mildew from the exterior of a building or party wall, perform yard maintenance and/or to maintain the landscaping of a Lot, the Owner shall comply with such notice within thirty (30) days of the date of such notice.

In the event a provision of this Section is violated, the Association shall have the right, at the expense of the Owner, to paint, repaint, remove mildew, perform yard maintenance and/or landscape in a manner such that the Owner shall become in compliance with the notice. The Board of Directors and the Association shall not be liable for any costs of, loss of, or damage to the offending item or any other item of property whatsoever, directly or indirectly, resulting from its corrective action or in connection therewith.

Any claim of the Association for costs incurred while enforcing the provisions of this Section shall be enforceable, collectible and otherwise subject to remedy by the Association in the same manner as assessments pursuant to the provisions of Article VI, Section 6 of this Declaration. The imposition of liens for costs incurred shall not be the Association's exclusive remedy for costs incurred, and the ability of the Association to impose liens for costs incurred shall exist in addition to all other rights and remedies to which the Association may be entitled.

Section 15. Commercial Trucks, Trailers, Recreational Vehicles, Campers and Boats. No commercial vehicles, trailers of any kind, campers, inoperable or unlicensed motor vehicle of any description shall be permitted to be parked or to be stored at any place on any Lot or in the Access Areas or Common Areas in this sub-division, except only during periods of approved construction, and except that they may be stored within garages. This prohibition of parking shall not apply to temporary parking commercial vehicles, such as for pick-up, delivery, and other commercial services.

The following types of recreational vehicles include, but are not necessarily limited to, all-terrain vehicles, go carts, motorbikes, mini-bikes, boat trailers (with no boat), campers, house trailers, mobile homes and motor homes, or any trailer of any other description are not permitted on any lot or common area of the Association.

Boats with Board approval of length, type, and location, may be stored within The Properties, subject to the following conditions:

- (a) Not more than one boat may be stored at any one Lot all boats shall be positioned on the side of the residence, without protruding past the front line of said residence, as described and in accordance with Miami-Dade County Rules and Regulations, or in such manner as not to block or impede vehicular traffic on the Access Areas.
- (b) No major repair or overhaul work shall be made or performed within The Properties.
- (c) No boat shall be used for living or sleeping quarters within The Properties.
- (d) All boats shall be placed on and secured to a transporting trailer.

- (e) No boat may be stored in any Common Area except with the prior written approval of the Design Control Board and adjoining property owners.

In the event a provision of this Section is violated, the Board of Directors may order the removal of the offending item after giving no less than ten (10) days notice to the owner of the offending item, if known, to remove the offending item; provided, however, that notice is not required prior to removing any item blocking the Access Areas or impeding access by emergency vehicles. The costs of removal shall be the liability of the Owner of the Lot bearing responsibility for the offending item. In the event an item is moved after the expiration of the time within which compliance was required, the Owner shall be liable for any costs incurred by the Association in connection with the attempted removal of the offending item. The Board of Directors and the Association shall not be liable for any costs of, loss of, or damage to the offending item or any other item of property whatsoever, directly or indirectly, resulting from the removal or in connection therewith.

Any claim of the Association for costs incurred while enforcing the provisions of this Section shall be enforceable, collectible and otherwise subject to remedy by the Association in the same manner as assessments pursuant to the provisions of Article VI, Section 6 of this Declaration. The imposition of liens for costs incurred shall not be the Association's exclusive remedy for costs incurred, and the ability of the Association to impose liens for costs incurred shall exist in addition to all other rights and remedies to which the Association may be entitled.

Section 16. Fences. No fence, wall or other enclosure shall be erected in the Common Areas, Access Areas, or any lot except any as originally installed by Developer approved by the Design Control Board and Miami-Dade County.

Section 17. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be permanently deposited within The Properties. Furthermore, the requirements from time to time of Miami-Dade County for disposal or collection of such material by the Miami-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.

Section 18. Drying Areas. No clothing, laundry or wash shall be aired or dried on any portion of The Properties exposed to view from any other Lot or Common Area or Access Area.

Section 19. Use of Lake. The Lake may be used for swimming and fishing. No powerboat or other mechanically powered watercraft or device propelled by other than manpower or sail shall be used or

operated on the Lake. The Board of Directors may prescribe rules and regulations governing the use of the Lake and operation of boats thereon.

Section 20. Care and Appearance of Premises. The structures and grounds on each Lot shall be maintained in a neat and attractive manner. Upon the Owner's failure to maintain the exterior of any structure in good repair and appearance, or to maintain the landscaping on any Lot, the Association 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, and maintain or replace any such landscaping. The Owner of such Lot shall reimburse the Association for the cost of any work as above required, and to secure such reimbursement, the Association shall have a lien upon such Lot enforceable as described in this Declaration. Upon performing the work herein provided, the Association shall be entitled to file in the Public Records of Miami-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 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. The lien shall secure the cost of the work and the cost and reasonable attorney's fee for preparation and recordation of the lien notice. The amount due and secured by said lien shall bear interest at eighteen percent (18%) per annum from the date of recording said notice of lien, and in any action to enforce payment the Association shall be entitled to recover costs and attorneys' fees. 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 purchase 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.

Section 21. Antennas. No exterior television or radio antennae, tower or mast shall be erected, placed or allowed to remain on any Lot or Common Area or Access Area, excepting common or community antennas approved by the Design Control Board. Satellite dishes may not be installed upon any Lot unless: (1) the dish, together with the method and location of installation, has been approved by the Design Control Board, and (2) the dish is no larger than one meter in diameter, and (3) the dish, together with the method and location of installation, is in compliance with the Code of Miami-Dade County.

Section 22. Lease Restrictions. The leasing of Lots by any Owner shall be subject to the following restrictions:

a. No Owner may lease a Lot or any interest therein without the approval of the Board of Directors of the Association. The Board of Directors shall have the right to require that a substantially uniform form of lease be used. No lease shall be for a term of less than six (6) months duration and all leases shall be in writing. No subleases shall be permitted. All leases shall require that lessees comply with all of the terms and conditions of this Declaration and all rules and regulations promulgated by the Association.— The liabilities and responsibilities of an Owner pursuant to this Declaration shall continue notwithstanding the rental of his or her Lot.

b. An Owner, prior to entering into a lease, must tender a non-refundable processing fee and an application for lease completed and executed by the prospective tenants. The fee shall be payable to the Association. Payment must be in the form of cash, cashier's check or money order. The prospective tenants must also execute and deliver an authorization to release banking, credit, residence, employment, and police recorded information to the Board of Directors. A copy of the proposed lease must also accompany the application for lease, which all adults over the age of 18 are required to a background check by the Association.

c. Within fifteen (15) days after receipt of such notice and complete information, the Board of Directors must approve or disapprove the lease in writing. If approved, the approval shall be stated in a letter of approval executed by the Association. If disapproved, the Owner of the subject Lot shall be advised of the disapproval in writing and the intended lease cannot and shall not be made. Written letters of approval need not be recorded in the public records of Miami-Dade County, Florida. A copy of the lease shall be provided to the Association, which shall include the duration of the lease and the legal names of each and every tenant.

d. If notice of an intended lease is not provided to the Board of Directors as required herein, then at any time thereafter the Board of Directors, at its election, may approve or disapprove the lease. If the Board of Directors disapproves the lease, the Board of Directors shall proceed as if it had received the required notice on the date of such disapproval. Any lease that is not approved, pursuant to the terms and conditions of this Declaration, is null and void unless subsequently approved in writing by the Board of Directors.

e. In the event a provision of this Section is violated, the Association will levy, at the expense of the Owner, a fine assessment of five hundred (\$500.00) dollars per month until compliance, and shall have the right to take corrective action including the right to evict the non-complying tenants. The Board of Directors and the Association shall not be liable for any costs of eviction or losses and damages of the Owner or tenants or to any personal property whatsoever, directly or indirectly, resulting from its eviction or other corrective action or in connection therewith.

f. Any claim of the Association for costs incurred while enforcing the provisions of this Section shall be enforceable, collectible and otherwise subject to remedy by the Association in the same manner as assessments pursuant to the provisions of Article VI, Section 6 of this Declaration. The imposition of liens for costs incurred shall not be the Association's exclusive remedy for costs incurred, and the ability of the Association to impose liens for costs incurred shall exist in addition to all other rights and remedies to which the Association may be entitled.

Section 23. Enforcement by the Association. All restrictions, reservations, covenants and easements contained in this Declaration, and any rules and regulations presently in force or as may be adopted, amended or modified from time to time pursuant to the authority herein vested, shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, shall rule perpetually unless terminated as provided herein, and shall be binding upon all Owners, their mortgagees, grantees, devisees, heirs, personal representatives, successors and assigns, and upon an Owner's family members, guests, tenants, or invitees, and the family members, guests, or invitees of such Owner's tenant. Failure of any Owner or his/her family members, guests, tenants, or invitees, or the family members, guests, or invitees of such Owner's tenant to comply with the terms of this Declaration shall entitle the Association or any other owner to such relief as may be provided by law in addition to the rights conferred to them by this Declaration.

If the Association successfully brings or defends an action regarding a violation or alleged violation of any provision of this Declaration and/or any rules and regulations made under authority vested therein, or brings or defends an action to enforce or which regards the enforceability of any provision of this Declaration and/or any rules and regulations made under authority vested therein, the costs of such action, including reasonable attorneys fees, shall become a binding, personal obligation of the violator. If such violator is (a) an Owner, or (b) any family member, tenant, guest or invitee of an Owner, or (c) a family member or guest or invitee of the tenant of an Owner, or (d) a guest or invitee of (1) any member of an Owner's family or (2) any family member of the tenant of an Owner, then such costs and attorneys fees shall also be lien upon the Lot(s) owned by the Owner, which lien shall be enforceable, collectible and otherwise subject to remedy by the Association in the same manner as assessments pursuant to the provisions of Article VI, Section 6 of this Declaration.

ARTICLE VIII

Suspensions and Fines

Section 1. Each (a) Owner, and (b) any family member, tenant, guest or invitee of an Owner, and (c) a family member or guest or invitee of the tenant of an Owner, and (d) a guest or invitee of (1) any member of an Owner's family or (2) any family member of the tenant of an Owner, are governed by, and must comply with, the homeowners' association provisions of Chapter 617, Florida Statutes, as they presently exist and as may be subsequently amended from time to time, and also with the governing documents of the Sea Grape Town Homes community and the rules and regulations of the Association.

Section 2. In the event any person or entity so described in Section 1 above does not so comply, the Association may suspend the rights of the person or entity in violation or any person or entity bearing responsibility for such person or entity in violation, or any combination thereof, to use the Common Areas and facilities and the Lake. Furthermore, the Association may also levy fines, not to exceed \$50.00 per violation unless noted otherwise herein, against the person or entity in violation or any person or entity bearing responsibility for such person or entity in violation, or any combination thereof.

Section 3. Except as provided in Section 4 below, a fine or suspension may not be imposed without notice of at least 14 days to the person or entity sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the Board of Directors of the Association who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee of the Association. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.

Section 4. The requirement in Section 3 above regarding notice and an opportunity for a hearing does not apply to the imposition of suspensions or fines upon any person or entity because of the failure of the person or entity to pay assessments or other charges when due. Such suspensions and fines may be levied with notice or hearing.

Section 5. Fines shall be enforceable, collectible and otherwise subject to remedy by the Association in the same manner as assessments pursuant to the provisions of Article VI, Section 6 of this Declaration. The imposition of fines shall not be the Association's exclusive remedy for non-compliance, and the ability of the Association to impose fines shall exist in addition to all other rights and remedies to which the Association may be entitled.

ARTICLE IX

Party Wall Covenants

Section 1. General. Each wall built as part of the original construction of the single family cluster dwellings upon The Properties 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.

Section 2. Sharing of Repairing, 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. The Owners who make use of a party wall shall maintain such party wall in accordance with Article VII, Section 14 of this Declaration.

Section 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 said party wall than that existing prior to such fire or other casualty, without the written consent of the latter first obtained; 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 made 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 for the others under any rule of law regarding liability for negligence or willful acts or omissions.

Section 4. Weather Proofing. Notwithstanding any other provision of this Article IX, 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.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under Article IX shall be appurtenant to the land and shall pass to such Owner's successors in title. Upon conveyance or other transfer of title the liability of the prior owner shall cease.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article IX, 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.

ARTICLE X

General Provisions

Section 1. Duration. 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 land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, or a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of a majority of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded ninety (90) days in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least thirty (30) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association, or the Design Control Board to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association, or the Design Control Board may enforce these covenants.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 5. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this agreement may be amended, changed, added to, derogated, or deleted at any time and from time to time upon (1) approval by a majority of the voting interests

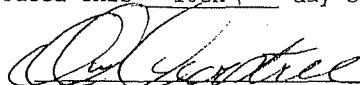
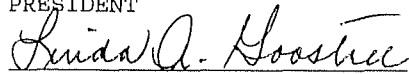
present, in person or by proxy, at a meeting of the Board at which a quorum has been attained, or (2) execution and recordation of an instrument executed by a majority of the voting interests.

Notwithstanding any other provisions of this Declaration to the contrary, if any modification, alteration, amendments or supplement is necessary in the judgment of the Board of Directors to cure any ambiguity or to correct or to supplement any provision of this Declaration that is defective, missing or inconsistent with any other provision hereof, or if such modification, alteration, amendment or supplement is necessary to conform to the requirements of applicable law, then at any time and from time to time the Board of Directors may effect and appropriate corrective amendment without the approval of the Owners upon receipt by the Board of Directors of an opinion from independent counsel to the effect that the proposed amendment is permitted by the terms of this paragraph. Each amendment of the type described in this paragraph shall recite that it is being made in accordance with this paragraph.

Section 6. Effective Date. This Declaration shall become effective upon its recordation in the Miami-Dade County Public Records.

Section 7. Cumulative Effect. All the provisions of this shall be deemed cumulative and in addition to provisions of the Agreement Governing Land Development dated October 28, 1970, recorded in Official Records Book 7135, Page 609 of the 609, of the Public Records of Miami-Dade County, Florida.

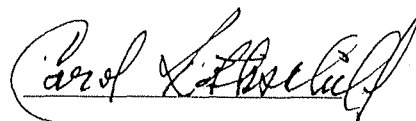
Executed this 10th day of JUNE 2004


BY: MICHAEL W. GOOSTREE SEA GRAPE PROPERTY
AS: PRESIDENT OWNERS ASSOCIATION, INC.

BY: LINDA A. GOOSTREE
AS: SECRETARY

STATE OF FLORIDA; COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 9th day of JULY, 2004, by M. GOOSTREE as President, and by L. GOOSTREE as Secretary, of Sea Grape Property Owners Association, formerly known as Sea Grape Town Homes Property Owners Association, Inc., a Florida corporation, on behalf of the corporation.

Notary Public - State of Florida:



Notary Signature

OFFICIAL NOTARY SEAL
CAROL ROTHSCHILD
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC957634
MY COMMISSION EXPIRES AUG. 27, 2004

NOTARY RUBBER STAMP SEAL