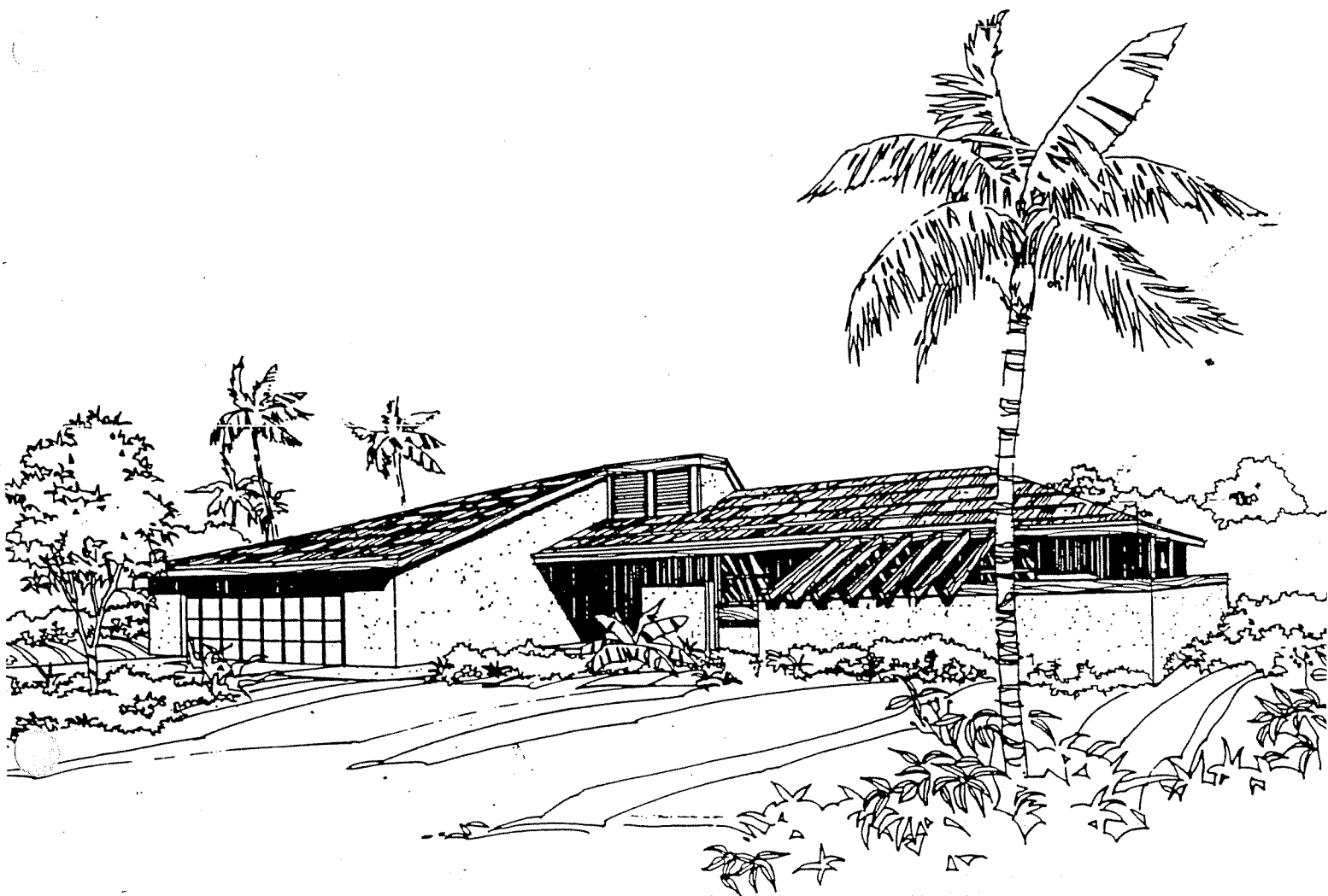


THE HOMES
OF
SABAL CHASE

DECLARATION OF RESTRICTIONS



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THE HOMES OF SABAL CHASE

Part A - Preamble

ARVIDA CORPORATION, a Delaware corporation, being the owner of the land situate, being and lying in Dade County, Florida, and described as follows:

Sabal Chase Subdivision, Section Four, Plat Book 102,
Page 64, of the Public Records of Dade County, Florida.

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

Part B - Residential Area Covenants

1. USE RESTRICTION. Each and all lots in Sabal Chase, Section Four, and all lots enlarged or recreated by the shifting of the location of said property lines, are restricted to the use of a single family, their household servants and guests, exclusively for residential purposes. Only one residence may be built on one lot. Buildings accessory to the use of one-family living may be erected provided they do not furnish accommodations for an additional family. A construction shed may be placed on a lot and remain there temporarily during the course of active construction of a residence, otherwise no portable or temporary buildings or trailers or tents or shacks or barns may be placed on a lot. Temporary uses for model homes, parking lots, and/or sales offices shall be permitted until December 31, 1981, or until permanent cessation of such uses takes place, whichever is earlier. Any damage done to existing facilities (streets, curbs, gutters, arterial utility lines) by a builder or a resident (or his contractors, sub-contractors or materialmen) must be repaired at the expense of said builder.

2. DWELLING SIZE. The floor area of a residence shall not be less than 1,500 square feet, excluding garages and patios.

3. BUILDING LOCATION. No building shall be located on any lot nearer than 20 feet to the front line, or nearer than 10 feet to any side street line. No building shall be located nearer than 7.0 feet to an interior side lot line. No dwelling shall be located on any lot nearer than 20 feet to the rear lot line. It is the intention of this paragraph to maintain standards equivalent to those imposed by the Zoning Code of Metropolitan Dade County.

Therefore, where a variance as to building location has been granted by the authority empowered to do so under said Zoning Code, said variance is hereby adopted as an amendment to this paragraph and any future variance as to building location shall constitute an amendment of this paragraph. For the purpose of these covenants, corner lots shall be deemed to front on the street where lot has the shortest dimension, or as otherwise designated by Arvida Corporation.

4. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 70 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7,000 square feet; provided, however, that a dwelling may be constructed on any lot as shown on the plat described above. It is the intention of this paragraph to maintain standards equivalent to those imposed by the Zoning Code of Metropolitan Dade County. Therefore, where a variance as to lot area and width has been granted by the authority designated to do so under the Zoning Code, said variance is hereby adopted as an amendment to this paragraph and any future variance as to lot area and width shall constitute an amendment to this paragraph.

5. SIGHT DISTANCE AT INTERSECTIONS. No structure, hedge, shrub or planting which obstructs sight lines at elevations between two (2) and six (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 extended and a line connecting them at points 25 feet from the intersection of the extended street lines. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines, unless otherwise ruled by Arvida Corporation.

6. FENCES. No fence shall be installed until a plan showing the location, type, materials and colors of the proposed fencing shall have been approved in writing by Arvida Corporation.

7. CLOTHES LINES. No clothes lines or drying yards shall be so located as to be visible from any street or other lot.

8. ROOFS. Roof design and materials (including color) must be approved by Arvida Corporation.

9. EASEMENTS. Easements for installation and maintenance of utilities and for installation and maintenance of 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 any structure installed in accordance with said easement, or prevent the installation and maintenance of utilities in the utility easements, or which may change the direction of flow of drainage channels in the drainage easements, or which may obstruct or retard the flow of water through drainage

channels in the drainage easements; provided, however, fences that otherwise comply with these restrictions and having Arvida Corporation approval may be constructed within such easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for installations for which a public authority or utility company is responsible. General Waterworks, Inc., Florida Power & Light Company, Southern Bell Telephone and Telegraph Company, City Gas Company of Florida, and Sabal Chase Home Owners Association, and their successors and assigns, shall have a perpetual easement for the installation and maintenance, all underground, of water lines, sanitary sewers, storm drains, gas lines for distribution within the subdivision, electric and telephone lines, cables, conduits and master television antenna system under and through the utility easements as shown on the plat, or other such easements as Arvida Corporation may recommend. Any damage caused to pavement, driveways, drainage structures, sidewalks or other structures 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 way or utility easements, shall be installed and maintained underground.

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

11. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, except as provided in Part B, Paragraph 1.

12. 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 his property for sale or for rent. The design of any such sign must be submitted for approval to Arvida Corporation before installation. No sign may be placed on any lot before or during construction or during a builder's sales period unless said sign shall have been approved in writing by Arvida Corporation; a builder shall be responsible for his contractor's and sub-contractor's compliance with this regulation.

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

14. 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.

15. ARCHITECTURAL CONTROL. No building, wall or other structure or improvement of any nature shall be erected, placed on 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 Arvida Corporation. Each building, wall or other structure improved 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 Arvida Corporation seem sufficient. Any change in the exterior appearance of any building, wall, or other structure or improvement, and any change in the finished ground elevation, shall be an alteration requiring approval. The Arvida Corporation shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph.

16. EXTERIOR APPEARANCES AND LANDSCAPING. No paint, coating, stain or other exterior finishing colors shall be applied to any improvements on a lot until such items are approved in writing by the Arvida Corporation, and the written approval of the Arvida Corporation shall be necessary before any such exterior finishing color is changed. No landscaping shall be installed on a lot until the landscaping plan and specifications have been approved in writing by the Arvida Corporation. The landscaping, including without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained as originally installed by the builder, unless the prior approval for any substantial change is obtained from the Arvida Corporation. Aluminum foil may not be placed on windows or glass doors. No visible antennas of any kind are permitted. No mailbox or paper box or other receptacle of any kind for use in the delivery of mail, newspaper, magazines or similar materials shall be erected or located in any lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Arvida Corporation. The Arvida Corporation shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph.

17. COMMERCIAL TRUCKS, TRAILERS, CAMPERS AND BOATS. No trucks or commercial vehicles, campers, mobile homes, motor homes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on any lot in this subdivision unless parked or stored within garages or other enclosures approved by the Arvida Corporation whereby such vehicles cannot be seen from any street or common areas. This prohibition against parking and storing shall not apply to temporary parking of trucks and commercial vehicles (such as for pickup, delivery and other commercial services), or to vehicles parked on a construction site, provided such construction related vehicles are parked within an enclosure approved by the Arvida Corporation.

18. GARBAGE AND TRASH DISPOSAL. No garbage, refuse or rubbish shall be deposited or kept on any lot except in a suitable container. Containers shall be placed in an underground receptacle or shall be shielded by fencing approved by the Arvida Corporation so that the container is not visible from any point on the front lot line of said lot; provided, however, that the

requirements from time to time of Metropolitan Dade County for disposal or collection by the Dade County Waste Division shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

19. GARAGES. No carports shall be permitted unless approved by the Arvida Corporation, and each dwelling must have a garage capable of housing at least two standard-sized American automobiles. All garages shall have doors that are maintained in a useful condition.

20. CARE AND APPEARANCE OF PREMISES. The structure and grounds on each lot shall be maintained in a neat and attractive manner. Upon the owner's failure to do so, Arvida Corporation may, at its option, after giving the owner ten (10) days' written notice sent to his last known address, have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgement, and have dead trees, shrubs and plants removed from any lot, and re-sod any lot. Upon the owner's failure to maintain the exterior of any structure in good repair and appearance, Arvida Corporation, at its option, after giving said owner thirty (30) days' written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The owner of such lot shall reimburse Arvida Corporation for any work above required, and to secure such reimbursement Arvida Corporation shall have lien upon such lot enforceable as herein provided. Upon performing the work herein provided, Arvida Corporation shall be entitled to file in the Public Records of Dade County, Florida, a notice of its claim of lien by virtue of this contract with the owner. Said notice shall state the cost of said work and shall contain a description of the property against which the enforcement of the lien is sought. The lien 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 amount due and secured by said lien shall bear interest at Nine per cent (9%) per annum from the date of recording said notice of lien, and in any action to enforce payment Arvida Corporation 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 or mortgage company; provided, however, that any such mortgagee when in possession and any purchaser at any foreclosure sale, and all persons claiming by, through or under such mortgagee or purchaser, shall hold title subject to the obligations and liens herein provided.

21. TELEPHONE, ELECTRIC AND GAS UNDERGROUND SERVICE. All buildings on all lots must be served underground by telephone, electric power and gas service to the extent such services are provided.

22. DRAINAGE. No changes in elevation of the land shall be made which will cause undue hardship to adjoining property in connection with surface water drainage.

23. COMMON AREAS AND EASEMENTS. No improvements to a lot (including, without limitation, landscaping, walkways and fencing) shall encroach upon the

common areas and easements established in the "Home Owners' Association Covenants" recorded under Clerk's File No. 75R-40710 of the Public Records of Dade County, Florida. No visual or physical obstruction to the free use and enjoyment of such common areas and easements in favor of the Sabal Chase Home Owners' Association, Inc., or its members, shall be created or maintained by owners of building lots adjacent to such common areas or easements.

Part C-General Provisions

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 owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of sixty (60) years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then owners of two-thirds 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 three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken. Arvida Corporation, its successors and assigns, shall have the right (but not the obligation) to enforce the covenants and restrictions contained in this Declaration, and the failure to enforce any or all of said covenants and restrictions shall not give rise to any liability on the part of Arvida Corporation. Wherever herein the approval of Arvida Corporation is required, said approval shall not unreasonably be withheld. Notwithstanding anything herein to the contrary, all rights of approval reserved in favor of Arvida Corporation shall terminate on the sixth anniversary of the recording of this Declaration.

2. NOTICE. Any notice required to be sent to any owner under the provisions of this Declaration shall be deemed to have been properly sent personally delivered or mailed, postpaid, to the last known address of said owner.

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 to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. These covenants and restrictions may also be enforced by Arvida Corporation.

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

5. ADDITIONAL RESTRICTIONS. The Arvida Corporation may from time to time, in its sole discretion, modify, amend, derogate or add to this Declaration of Restrictions.

6. WAIVER. The Arvida Corporation may waive, upon application being

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

7. EFFECTIVE DATE. This Declaration shall become effective upon its recordation in the Dade County Public Records.

EXECUTED as of the _____ day of _____, 1975.

Signed in the Presence of: ARVIDA CORPORATION

By _____
Vice President

Attest _____
Assistant Secretary

STATE OF FLORIDA)

: ss:

COUNTY OF DADE)

The foregoing instrument was acknowledged before me this _____ day of _____, 1975, by SANFORD B. MIOT and CHARLES L. DEAN, Vice President and Assistant Secretary, respectively, of ARVIDA CORPORATION, a Delaware Corporation, on behalf of the corporation.

My Commission expires:

NOTARY PUBLIC
State of Florida at Large

SABAL CHASE HOMEOWNERS ASSOCIATION, INC.
REQUEST FOR REVIEW
FOR ARCHITECTURAL MODIFICATION

TO: (1) ARCHITECTURAL REVIEW BOARD
(2) BOARD OF DIRECTORS

FROM: OWNER'S NAME: _____

BLOCK # _____ DAY PHONE NUMBER: _____

LOT # _____ EVENING PHONE NUMBER: _____

STREET ADDRESS: _____

Approval is hereby requested to make the following modification (s), alteration (s), or addition (s) as described and depicted below, or on additional attached pages as necessary. (Please include such details as the dimensions, materials, color, design, location and any other pertinent data.)

Date of Request

Signature of Homeowner

DISAPPROVED & DATE