

Table of Contents

1. Aerial
2. Planning Application
3. Application Representation
4. Lobbyist Registration
5. Declaration of Restrictive Covenants
6. Plat
7. Property Owners List
8. Statement of Use
9. Text Amendment Justification
10. Zoning Code Text Amendment language



# City of Coral Gables Planning Division Application

305.460.5211

planning@coralgables.com

www.coralgables.com

## Application request

The undersigned applicant(s)/agent(s)/property owner(s) request City of Coral Gables consideration and review of the following application(s) (please check all that apply):

- Abandonment and Vacations
- Annexation
- Comprehensive Plan Map Amendment - Small Scale
- Comprehensive Plan Map Amendment - Large Scale
- Comprehensive Plan Text Amendment
- Conditional Use - Administrative Review
- Conditional Use with Site Plan
- Conditional Use without Site Plan
- Coral Gables Mediterranean Architectural Design Special Locational Site Plan
- Development Agreement
- Development of Regional Impact
- Development of Regional Impact - Notice of Proposed Change
- Mixed Use Site Plan
- Planned Area Development Designation and Site Plan
- Planned Area Development Major Amendment
- Restrictive Covenants and/or Easements
- Separation/Establishment of a Building Site
- Site Plan
- Subdivision Review for a Tentative Plat and Variance
- Transfer of Development Rights Receiving Site Plan
- University Campus District Modification to the Adopted Campus Master Plan
- Zoning Code Map Amendment
- Zoning Code Text Amendment
- Other: Site Specifics

## General information

Street address of the subject property: 11190 Snapper Creek Rd., Coral Gables, FL 33156

Property/project name: Snapper Creek Lakes

Legal description: Lot(s) All of Snapper Creek Lakes Subdivision, Plat Book 67, at Page 22

Block(s) \_\_\_\_\_ Section (s) \_\_\_\_\_

Property owner(s): Snapper Creek Lakes Club, Inc.

Property owner(s) mailing address: 11190 Snapper Creek Rd., Coral Gables, FL 33156

Telephone: Business \_\_\_\_\_ Fax \_\_\_\_\_

Other \_\_\_\_\_ Email scmdock@bellsouth.net



# City of Coral Gables Planning Division Application

Applicant(s)/agent(s): Laura L. Russo, Esq.  
 Applicant(s)/agent(s) mailing address: 2334 Ponce de Leon Blvd., Suite 240, Coral Gables, FL 33134  
 Telephone: Business 305-476-8300 Fax 305-476-8383  
 Other Cell: 305-801-9002 Email Laurar @ Laurarussolaw.com

## Property information

Current land use classification(s): \_\_\_\_\_  
 Current zoning classification(s): \_\_\_\_\_  
 Proposed land use classification(s) (if applicable): \_\_\_\_\_  
 Proposed zoning classification(s) (if applicable): \_\_\_\_\_

## Supporting information (to be completed by Planning Staff)

A Preapplication Conference is required with the Planning Division in advance of application submittal to determine the information necessary to be filed with the application(s). Please refer to the Planning Division Development Review Process Handbook, Section 3.0, for an explanation of each item. If necessary, attach additional sheets to application. The Planning Division reserves the right to request additional information as necessary throughout the entire review process.

- Aerial.
- Affidavit providing for property owner's authorization to process application.
- Annexation supporting materials.
- Application fees.
- Application representation and contact information.
- Appraisal.
- Architectural/building elevations.
- Art in Public Places plan or statement.
- Building floor plans.
- Comprehensive Plan analysis.
- Comprehensive Plan text amendment justification.
- Concurrency impact statement.
- Encroachments plan.
- Environmental assessment.
- Historic contextual study and/or historical significance determination.
- Landscape plan.
- Lighting plan.
- Massing model and/or 3D computer model.
- City of Coral Gables Annual Registration Application and Issue Application Lobbyist forms.
- Ordinances, resolutions, covenants, development agreements, etc. previously granted for the property.
- Parking study.
- Photographs of property, adjacent uses and/or streetscape.
- Plat.



- Property owners list, notification radius map and two sets of labels.
- Property survey and legal description.
- Public Realm Improvements Plan for mixed use projects.
- Public school preliminary concurrency analysis (residential land use/zoning applications only).
- Sign master plan.
- Site plan and supporting information.
- Statement of use and/or cover letter.
- Streetscape master plan.
- Traffic accumulation assessment.
- Traffic impact statement.
- Traffic impact study.
- Traffic stacking analysis.
- Utilities consent.
- Utilities location plan.
- Vegetation survey.
- Video of the subject property.
- Warranty Deed.
- Zoning Analysis (Preliminary).
- Zoning Code text amendment justification.
- Other: Zoning Code text amendment language

**Application submittal requirements**

1. Hard copies. The number of application binders to be submitted shall be determined by Staff at the preapplication meeting. The application shall include all the items identified in the preapplication meeting.
2. Digital media copy. One (1) thumb-drive of the entire application including all items identified in the Preapplication Conference. Each document shall be separated into PDF files (i.e., application; site plan, landscape plan; etc.). Please include a "Table of Contents" identifying all PDF file name(s). Each PDF file size shall not exceed 10 MB.

**Applicant/agent/property owner affirmation and consent**

- (I) (We) affirm and certify to all of the following:
1. Submission of the following:
    - a. Warranty deed/tax record as proof of ownership for all properties considered as a part of the application request; or
    - b. Authorized as the applicant(s)/agent(s) identified herein to file this application and act on behalf of all current property owner(s) and modify any valid City of Coral Gables entitlements in effect during the entire review process.
  2. This request, application, application supporting materials and all future supporting materials complies with all provisions and regulations of the Zoning Code, Comprehensive Land Use Plan and Code of Ordinances of the City of Coral Gables unless identified and approved as a part of this application request or other previously approved applications. Applicant understands that any violation of these provisions renders the application invalid.
  3. That all the information contained in this application and all documentation submitted herewith is true to the best of (my) (our) knowledge and belief.
  4. Understand that the application, all attachments and fees become a part of the official records of the City of Coral Gables and are not returnable.



# City of Coral Gables Planning Division Application

5. Failure to provide the information necessary pursuant to the established time frames included but not limited to application submittal, submission of revised documents, etc. for review by City Staff and the designated reviewing entity may cause application to be deferred without further review until such time the requested information is submitted.
6. All representatives of the application have registered with and completed lobbyist forms for the City of Coral Gables City Clerk's office.
7. Understand that under Florida Law, all the information submitted as part of the application are public records.
8. Additional costs in addition to the application fees may be assessed associated with the review of applications by the City. These are costs that may be incurred by the applicant due to consultant fees paid by City to review the application. The types of reviews that could be conducted may include but are not limited to the following: property appraisals; traffic impact analyses; vegetation/environmental assessments; archeological/historic assessments; market studies; engineering studies or reports; and legal fees. Such fees will be assessed upon finalization of the City application review.

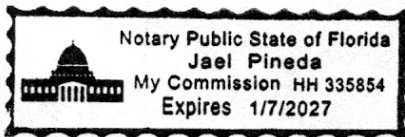
Property owner(s) signature(s): 	Property owner(s) print name: Snapper Creek Lakes Club, Inc.
Property owner(s) signature(s):	Property owner(s) print name:
Property owner(s) signature(s):	Property owner(s) print name:

Address: 11190 Snapper Creek Rd., Coral Gables, FL 33156

Telephone: 305-661-0505      Fax:      Email: scmdock@bellsouth.net

### NOTARIZATION

STATE OF FLORIDA/COUNTY OF miami-Dade  
 The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of NOV 2023 by Alejandro  
 (Signature of Notary Public - State of Florida) Quevedo



(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known OR  Produced Identification; Type of Identification Produced FL Driver license



Contract Purchaser(s) Signature:	Contract Purchaser(s) Print Name:
Contract Purchaser(s) Signature:	Contract Purchaser(s) Print Name:

Address:

Telephone:	Fax:	Email:
------------	------	--------

NOTARIZATION

STATE OF FLORIDA/COUNTY OF

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_ by \_\_\_\_  
(Signature of Notary Public - State of Florida)

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known OR  Produced Identification; Type of Identification Produced \_\_\_\_\_

Applicant(s)/Agent(s) Signature: 	Applicant(s)/Agent(s) Print Name: Laura L. Russo
--------------------------------------	---

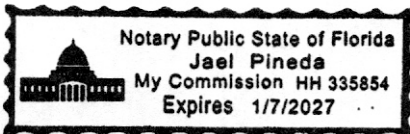
Address: 2334 Ponce de Leon Blvd., Suite 240, Coral Gables, FL 33134

Telephone: 305-476-8300	Fax: 305-476-8383	Email: Laurar@Laurarussolaw.com
-------------------------	-------------------	---------------------------------

NOTARIZATION

STATE OF FLORIDA/COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 16 day of Nov. 2023 by Laura L. Russo  
(Signature of Notary Public - State of Florida)



(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known OR  Produced Identification; Type of Identification Produced \_\_\_\_\_

## Application Representation

### **Owner**

Snapper Creek Lakes Club, Inc.  
11190 Snapper Creek Road  
Coral Gables, FL 33156  
Contact: Heather Quinlan  
Tel: 305-661-0505  
Email: [scmdock@bellsouth.net](mailto:scmdock@bellsouth.net)

### **Legal**

Laura L. Russo, Esq.  
Laura L. Russo, Esq., LLC  
2334 Ponce de Leon Blvd., Suite 240  
Coral Gables, FL 33134  
Tel: 305-476-8300  
Fax: 305-476-8383  
Email: [Laurar@Laurarussolaw.com](mailto:Laurar@Laurarussolaw.com)



**LOBBYIST REGISTRATION CERTIFICATE  
CITY OF CORAL GABLES  
CITY CLERK'S OFFICE**

405 Biltmore Way - Coral Gables, FL 33134  
305-460-5210 cityclerk@coralgables.com

<b>LOBBYIST NAME:</b>	<u>Laura L. Russo</u>
<b>LOBBYIST ADDRESS:</b>	<u>2334 Ponce De Leon Boulevard, Suite 240, Coral Gables, FL 33134</u>
<b>PRINCIPAL NAME:</b>	<u>Snapper Creek Lakes Club, Inc.</u>
<b>PRINCIPAL ADDRESS:</b>	<u>11190 Snapper Creek Road, Coral Gables, FL 33156</u>
<b>PRINCIPAL ISSUE:</b>	<u>Zoning Code Text Amendment</u>
<b>REGISTERED DATE:</b>	<u>7/19/2023</u>
<b>EXPIRATION DATE:</b>	<u>12/31/2023</u>

State of Florida, City of Coral Gables  
I HEREBY CERTIFY, that the foregoing is an official copy  
of a lobbyist record electronically filed in this office.

This 19th day of July AD 2023

Billy Y Urquia, City Clerk

**OATH**

*I do solemnly swear that all facts contained on this Annual Lobbyist Registration form and principal are true and correct; and that I have read and am familiar with the Ordinance 2017-44 of the Code of*



**DECLARATION OF PROTECTIVE COVENANTS**

**COVERING ALL OF**

**PARCEL I**

Commencing at the point of intersection of the North line of Section 7, Township 55 South, Range 41 East, with the West line of the 70 foot right of way of Ingraham Highway, as said West line is described and recorded in Deed Book 2190, Page 357, of the Public Records of Dade County, Florida; run thence South 20° 11' 30" West along said West line of the 70 foot wide right of way of Ingraham Highway for a distance of 66.60 feet to the point of beginning of the parcel of land hereinafter to be described; thence continue South 20° 11' 30" West for a distance of 180 feet to a point; thence run North 69° 48' 30" West for a distance of 255 feet to a point; thence run North 23° 22' 17" East for a distance of 180.28 feet to a point; thence run South 69° 22' 30" East for a distance of 245 feet to the point of beginning, being in Dade County, Florida.

**PARCEL II**

A parcel of land lying, being and situated in the NW ¼ of Section 7, Township 55 South, Range 41 East, Dade County, Florida, being particularly described as follows: Commence at the Northeast corner of the NW ¼ of said Section 7; thence run South 89° 58' 57" West along the North boundary of the NW ¼ of said Section 7 a distance of 466.64 feet to the Point of intersection with the center line of Ingraham Highway (Old Cutler Road); thence run South 20° 11' 30" West along the last described line a distance of 79.49 feet to the Point of Beginning of the parcel of land hereinafter to be described; thence continue on the last described course a distance of 180.00 feet to a point; thence run North 69° 48' 30" West a distance of 35 feet to a point; thence run North 20° 11' 30" East a distance of 180.00 feet to a point; thence run South

69° 48' 30" East a distance of 35 feet to the Point of Beginning.

**KNOW ALL MEN BY THESE PRESENTS, That**

**WHEREAS, SNAPPER CREEK LAKES CLUB, INC.**, a Florida non-profit corporation (hereinafter called "The Club"), is the successor to Three Bays Properties #1, Inc., an Indiana corporation, the subdivider and grantor of those certain Declarations of Protective Covenants covering all of Snapper Creek Lakes Subdivision, according to the Plat thereof, as recorded in Plat Book 57, Page 86, of the Public Records of Dade County, Florida, and Amendments thereto and the First Addition to Snapper Creek Lakes Subdivision, according to the Plat thereof, as recorded in Plat Book 67, Page 22, of the Public Records of Dade County, Florida, and Amendments thereto, and

**WHEREAS**, The Club has acquired title to the above described property which said property is a parcel located primarily within Block 4 of said Snapper Creek Lakes Subdivision, but which said property is not a part of said subdivision, and

**WHEREAS**, The Club desires to bring said property within the said subdivision by declaring and establishing certain protective covenants essentially the same as those existing in the Subdivision of Snapper Creek Lakes Subdivision and First Addition thereto and to provide membership in The Club to the owner of said property;

**NOW, THEREFORE**, in order to accomplish the foregoing, the following Protective Covenants are hereby established, declared and prescribed:

**MEANING OF TERMS AS USED HEREIN:**

**SUBDIVIDER, GRANTOR and THE CLUB** mean **SNAPPER CREEK LAKES CLUB, INC.**, a Florida non-profit corporation, and its successors and assigns.

**GRANTEE** means the person, or persons, or concern to whom the subdivider first conveys The Land and his, her,

their or its heirs, executors, administrators, personal representatives, successors and assigns, and all persons or concerns claiming by, through or under such Grantee; and wherever in this instrument the masculine is used it shall include the feminine and neuter as the context may require.

**SUBDIVISION** means Snapper Creek Lakes Subdivision, according to the Plat thereof, as recorded in Plat Book 57, Page 86, of the Public Records of Dade County, Florida, and the First Addition to Snapper Creek Lakes Subdivision, according to the Plat thereof, as recorded in Plat Book 67, Page 22, of the Public Records of Dade County, Florida.

**THE LAND** means the above described property upon which these Protective Covenants are established, declared and prescribed.

**1. USE RESTRICTION**

Except as hereinafter provided, The Land is restricted to the use of a single family, their household servants and guests, exclusively for residential purposes. Only one residence may be built on The Land. 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 may be placed on The Land.

**2. SETBACK RESTRICTIONS**

Subject only to the exceptions hereinafter mentioned, no building nor any part thereof may project beyond the following setback lines:

30 feet from the southwesterly, northwesterly and northeasterly property lines.

120 feet from the southeasterly property line.

For purposes of locating the setback lines above described, the two parcels constituting The Land shall be deemed one parcel.

### **EXCEPTIONS TO SETBACK RESTRICTIONS**

Terraces, walls, fences, low platforms or steps, swimming pools and similar low unroofed and unscreened construction may be erected outside of setback lines, provided such construction shall not interfere with the exposure or view, or reasonable privacy of adjoining or facing property, as shall be determined by the Subdivider and shall be in compliance with prevailing County Zoning Regulations.

No construction of this type may be erected without written permission of the Subdivider, and where construction is within easement areas, the approval of the owner of the easement must also be obtained. Subject to variations because of differences of natural and finished ground elevations, walls and fences beyond street setback lines shall not exceed four feet in height, and in other setback areas, six feet in height.

However, non-habitable structures and tennis court and other fencing exceeding the above height limitation may be erected within a setback area, provided: (1) The plans and specifications therefor, including a landscaping plan, shall have been submitted to the Club for approval pursuant to the provisions of Covenant 4 of this Declaration; and (2) Notice of such submission for approval together with a copy of the plans and specifications shall have been mailed by the Club, by Registered or Certified United States Mail, Return Receipt Requested to each "affected" property owner at said owner's address shown on the books and records of the Club soliciting said owner's approval or disapproval of the proposed plan (except that notice need not be sent to owners whose approval is submitted in advance); and (3) All "affected" owners shall have expressed their approval or disapproval in writing of all plans and specifications and delivered such expressions of approval or disapproval to the Club within sixty (60) days of the date of posting such Notice. (An owner failing to so notify the Club of approval or disapproval within sixty (60) days shall be deemed to have

approved the plan); and (4) The Club, having considered the approvals and disapprovals of the "affected" property owners and based upon such considerations and the provisions of and criteria set forth in Covenant No. 4 of this Declaration, shall have approved such plans and specifications except that failure of the Club within thirty (30) days from the expiration of said sixty (60) days' notice period or receipt of approval of all affected property owners, whichever occurs first, to act upon the application shall be deemed approval. For purposes hereof, an "affected" owner shall be an owner of property in the Subdivision which is adjacent to or touching the setback area in which the non-habitable structures and fencing are to be erected and within thirty (30) feet of such non-habitable structures or fencing.

### **3. NUISANCES, TRASH, FIRE PERMITS, TENNIS COURT LIGHTING**

Nothing shall be done on The Land which may be or become an annoyance or nuisance to the neighborhood. No horses, cattle, swine, goats, poultry or fowl shall be kept on The Land. No sign of any character shall be displayed, except that the owner may display on his premises a "For Sale" or "For Rent" sign referring only to the premises on which displayed, provided the form and size of such signs be first approved in writing by the Subdivider.

Compost pits, properly constructed and operated without objectionable odor, are permitted, but otherwise no trash shall be allowed to accumulate so as to be a detriment to The Land or a fire hazard. No outdoor fires shall be started without permit from the governing authority in control.

Garbage or other waste shall be kept in sanitary containers.

The lighting of tennis courts located with The Land is prohibited.

### **4. BUILDING PLANS**

For the purpose of further insuring the development of The Land as a residential area of high standards, the

Subdivider reserves the power to control the buildings, structures and other improvements placed on The Land.

Whether or not provision therefor is specifically stated in any conveyance of The Land made by the Subdivider, the owner or occupant of The Land, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall or other structure shall be placed upon The Land unless and until the plans and specifications therefor and the plot plan have been approved in writing by the Subdivider. Each such building, wall or structure shall be placed on the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans and specifications by the Subdivider may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Subdivider shall seem sufficient. No alteration in the exterior appearance of the buildings or structures shall be made without like approval. All buildings or other structures must be designed and supervised by an architect registered in the State of Florida.

Should the Subdivider fail to approve or disapprove the plans and specifications submitted to it by the owner within thirty (30) days after written request therefor, then such approval shall not be required; provided, however, that no building or other structure shall be erected or shall be allowed to remain on The Land which violates any of the covenants or restrictions herein contained.

#### **5. MINIMUM SIZE OF RESIDENCE**

The floor areas of any residence erected on The Land shall not be less than 2,000 square feet, exclusive of garages, unglazed porches, unroofed screened patios, loggias or similar spaces, and exclusive of any accessory buildings.

#### **6. ONE RESIDENTIAL SITE**

The Land shall constitute one building site and the same may not be divided nor subdivided so as to create

additional building sites without the written approval of the Subdivider.

**7. DRAINAGE**

No changes in elevations of The Land shall be made which will cause undue hardship to adjoining property.

**8. WELL WATER**

No individual wells shall be permitted on The Land except for irrigation, sprinkler systems or swimming pools.

**9. OWNER MUST BE VOTING MEMBER OF CLUB**

The grantee of The Land must be a voting member of Snapper Creek Lakes Club, Inc., and as such voting member is familiar with and agrees to abide by the rules, regulations, restrictions and objects of said Club. It is a condition of the estate conveyed that the Grantee shall not give, convey or in anywise transfer the property conveyed to any person not at the time of such transfer, gift or conveyance a voting member of said Club, it being expressly understood and agreed that a similar condition has been made by the predecessors of grantor in all other conveyances of similar property in the Subdivision (with the exception of Tract A), the purpose of this and such other conditions being to insure to the Grantee and all other members of Snapper Creek Lakes Club, Inc., and to the Club itself, that the Club property and other property in said Subdivision (with the exception of Tract A) and The Land shall at all times be occupied by a colony of congenial persons and the further purpose of benefiting lands in the Subdivision and The Land.

In cases where the Grantee is a corporation, one stockholder in such Grantee-corporation must be a voting member and all other stockholders must be non-voting members of Snapper Creek Lakes Club, Inc. (unless already a voting member by reason of ownership of another lot), and the by-laws and stock certificates of such Grantee-corporation must provide that the stock in said corporation is transferable only to voting members or non-voting members of Snapper Creek Lakes Club, Inc.

The Grantee expressly stipulates and agrees for himself and for his heirs, executors, administrators, legal representatives and assigns, and if a corporation, for its successors and assigns, that in the event proceedings are instituted to foreclose any mortgage on The Land, the Grantor and its successors and assigns shall have the right to redeem from the mortgage for the amount due thereunder, or to purchase said property at the foreclosure sale for the amount found to be due the mortgagee in the foreclosure proceedings, should the mortgagor fail to redeem from such mortgage, and in case of such redemption by the Grantor, the Grantor, its successors and assigns, so redeeming shall take and have absolute fee simple title to the property redeemed, free from any claim or right of the Grantee, his heirs or assigns, or its successors or assigns, or the mortgagor, and every person or concern claiming by, through or under him or it.

Any deed or conveyance directly or indirectly, and whether by way of will or judicial proceedings or otherwise, in violation of this covenant, limitation or restriction, shall be void and of no effect.

#### **10. REMEDIES FOR VIOLATIONS**

In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under the Subdivider, or by virtue of any judicial proceedings, the Subdivider, and the owners of lots in the Subdivision or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the Subdivider shall have the right, whenever there shall have been built on The Land any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach



occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any of the restrictions herein contained shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

**11. GRANTOR'S OPTION TO PURCHASE IF SOLD**

In the event that the Grantee desires to sell The Land, then said property shall be offered for sale to the Grantor at the same price at which the property is about to be sold, and the said Grantor shall have fifteen (15) days within which to exercise its option to purchase said property; and should the Grantor fail or refuse (within fifteen days after receipt of notice of the price and terms at which said property is about to be sold) to exercise its option to purchase said property at the price at which it is about to be sold, then the owner of said property shall have the right to sell said property subject to each and every restriction, covenant, limitation and agreement herein contained.

**12. ADDITIONAL RESTRICTIONS, RIGHT TO AMEND**

The subdivider may include in any contract or deed hereafter made, any additional restrictive covenants and the Subdivider may, in its sole discretion, modify, amend or add to these Protective Covenants; provided, however, that any such additional restrictive covenants or modifications or amendments thereto shall not affect the lien of any mortgage then encumbering The Land nor shall affect the rights and powers of any such mortgagee.

**13. DURATION OF RESTRICTIONS**

The foregoing agreements, covenants, restrictions and conditions shall constitute an easement and servitude in and upon The Land running with The Land and shall be deemed for the benefit of all the lands in the Subdivision; and they shall be and remain in full force for twenty-five (25) years from the 1<sup>st</sup> day of January, A.D., 1979, at which time they shall be automatically extended for successive periods of ten (10) years each unless by vote of a majority of the then

owners of the residential lots of this Subdivision it is agreed to change them in whole or in part.

#### **14. ANNUAL MAINTENANCE CHARGE**

The Board of Governors of Snapper Creek Lakes Club, Inc. shall have the right and power to subject the properties situated in the Subdivision (including Parcel I and Parcel II) except streets, ways and parks to an annual maintenance charge, and capital improvement assessments, as further described in the Charter and By-Laws of Snapper Creek Lakes, Club, Inc. (the "Club"), and in the amounts to be determined in accordance with and as permitted by the Club's Charter and By-Laws.

The said maintenance charge and assessment funds may be used as follows:

- A. For lighting, improving and maintaining the streets and dedicated right of way areas maintained for the general use of the owners and occupants of land included in said subdivision.
- B. For operating and maintaining any storm water drains now or hereafter constructed in said subdivision that are not or will not be under the direct supervision of the state or county.
- C. For collecting and disposing of garbage, ashes and rubbish.
- D. For employing policemen and watchman.
- E. For doing any other things necessary or desirable to keep the property neat and in good order, and to eliminate fire hazards, or which may be of general benefit to the owners or occupants of the land included in said subdivision.

The said maintenance charge and assessments shall constitute a lien upon all lots in said subdivision in favor of SNAPPER CREEK LAKES CLUB, INC., to secure the payments of said maintenance charges and assessments

due and to become due. The said annual maintenance charge shall be due and payable as indicated in the Club's Charter and By-Laws or as otherwise determined by the Board of Governors, and such charges as have not been paid on or before the due date shall be deemed delinquent and shall bear interest thereafter at the highest rate permitted by law.

**15. EXCEPTIONS**

The following shall constitute exceptions to these Declaration of Protective Covenants:

A. The restrictions herein contained in Paragraph 2 and Paragraph 5 shall be inapplicable to the existing frame building fronting on Old Cutler Road originally the "Maude Black residence" insofar as said building presently violates the terms hereof.

B. The owners of The Land may desire to convey to Dade County or to dedicate to the public the plat or otherwise a portion of The Land adjoining Old Cutler Road for highway or other public purposes. Upon such conveyance or dedication these Protective Covenants become inapplicable to the property so conveyed or dedicated.

**IN WITNESS WHEREOF**, the undersigned corporation has caused these presents to be signed in its name by its proper officers, and its corporate seal to be affixed, attested by its Secretary, this 8<sup>th</sup> day of March, 1979.

**SNAPPER CREEK LAKES CLUB, INC.**

**WITNESSES:**

Jack G. Admire

By: Robert Schuh  
President

Jo Ann V. Sliwa

Attest: T. Hunter Pryor, M.D.  
Secretary

STATE OF FLORIDA  
COUNTY OF DADE

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ROBERT SCHUH and T. HUNTER PRYOR, being President and Secretary, respectively, of SNAPPER CREEK LAKES CLUB, INC., a Florida non-profit corporation, to me known to be the persons described in and who executed the foregoing Declaration of Protective Covenants and acknowledged before me that they executed the same voluntarily.

WITNESS my hand and official seal in said County and State this 8<sup>th</sup> day of March, 1979.

Jack G. Admire  
Notary Public, State of Florida at Large  
My Commission Expires: unreadable

### **AGREEMENT**

**COMES NOW** the holder of that certain mortgage dated April 20, 1978 and recorded May 1, 1978 in Official Records Book 10020, Page 1531, under Clerk's File No. 78R-112210, of the Public Records of Dade County, Florida, encumbering the property described in the Protective Covenants aforesaid and does hereby agree to the imposition of said Protective Covenants and that the imposition of said Protective Covenants is not a violation of the said note and mortgage.

**WITNESS** my hand and seal on this 8<sup>th</sup> day of March, 1979.

Carlton W. Cole

David N. Blount, Jr.

**DECLARATION OF PROTECTIVE COVENANTS**

covering all of

**THE FIRST ADDITION TO SNAPPER CREEK LAKES SUBDIVISION, a subdivision of Dade County, Florida, according to the Plat thereof as recorded in Plat Book 67, at Page 22, of the Public Records of Dade County, Florida.**

---

**KNOW ALL MEN BY THESE PRESENTS, That**

**WHEREAS, THREE BAYS PROPERTIES #1, INC.,** an Indiana corporation, is the owner in fee simple of those certain lands known as, and comprising, The First Addition To Snapper Creek Lakes Subdivision, a subdivision of Dade County, Florida, according to the Plat thereof as recorded in Plat Book 67, at Page 22, of the Public Records of Dade County, Florida; and

**WHEREAS,** the said subdivision is to be developed for residential purposes; and

**WHEREAS,** it is desired to establish protective covenants concerning the said subdivision for the benefit and protection of the said area;

**NOW, THEREFORE,** the following Protective Covenants are hereby established, declared and prescribed:

**MEANING OF TERMS AS USED HEREIN:**

SUBDIVIDER and GRANTOR mean THREE BAYS PROPERTIES #1, INC., an Indiana corporation, its successors and assigns.

GRANTEE means the person, or persons, or concern to whom the Subdivider first conveys the lands in The First Addition to Snapper Creek Lakes Subdivision, and his, her,

their or its heirs, executors, administrators, personal representatives, successors and assigns, and all persons or concerns claiming by, through or under such grantee; and wherever in this instrument the masculine is used it shall include the feminine and neuter as the context may require.

SUBDIVISION means "THE FIRST ADDITION TO SNAPPER CREEK LAKES SUBDIVISION" as shown on the plat thereof recorded in Plat Book 67 at Page 22, of the Public Records of Dade County, Florida.

PLAT means the plat of "THE FIRST ADDITION TO SNAPPER CREEK LAKES SUBDIVISION" recorded in Plat Book 67, at Page 22, of the Public Records of Dade County, Florida.

### **1. USE RESTRICTION**

Except as hereinafter provided, all lots in the Subdivision and all lots enlarged or recreated by the shifting of the location of side 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 may be placed on a lot.

### **2. SETBACK RESTRICTIONS**

No building or any part thereof may project beyond setback lines subject to the exceptions hereinafter mentioned:

Lots Abutting Snapper Creek Canal: Setback lines as shown on Plat.

All Other Lots: 50 feet from property lines on a street or streets. 30 feet from all other property lines.

Measurements: Where lots have curved property lines, setback distances shall be taken at right angles with tangents

to the curve. All other setbacks shall be measured at right angles to the property line.

### **Exceptions to Setback Restrictions**

Terraces, walls, fences, low platforms or steps, swimming pools and similar low unroofed, and unscreened construction, may be erected outside of setback lines, provided such construction shall not interfere with the exposure or view, or reasonable privacy of adjoining, or facing property, as shall be determined by the subdivider and shall be in compliance with prevailing County Zoning Regulations.

No construction of this type may be erected without written approval of the subdivider, and where construction is within easement areas, the approval of the owner of the easement must also be obtained. Subject to variations because of differences of natural and finished ground elevations, walls and fences beyond street and waterfront setback lines shall not exceed four feet in height, and in other setback areas, six feet in height.

However, non-habitable structures and tennis court and other fencing exceeding the above height limitation may be erected within a setback area, provided: (1) The plans and specifications therefore including a landscaping plan shall have been submitted to the Club for approval pursuant to the provisions of Covenant 4 of this Declaration; and (2) Notice of such submission for approval together with a copy of the plans and specifications shall have been mailed by the Club by registered or Certified United States Mail, Return Receipt Requested to each "affected" property owner at said owner's address shown on the books and records of the Club soliciting said owner's approval or disapproval of the proposed plan (except that notice need not be sent to owners whose approval is submitted in advance; and (3) All "affected" owners shall have expressed their approval or disapproval in writing of all plans and specifications and delivered such expressions of approval or disapproval to the Club within sixty (60) days of the date of posting such Notice. (An owner failing to so notify the Club of approval or disapproval within sixty (60) days shall be deemed to have approved the plan); and (4) The Club, having considered the approvals and

disapprovals of the “affected” property owners and based upon such consideration and the provisions of and criteria set forth in Covenant 4 of this Declaration shall have approved such plans and specifications except that failure of the Club within thirty (30) days from the expiration of said sixty (60) days’ notice period or receipt of approval of all affected property owners, whichever occurs first, to act upon the application shall be deemed approval. For purposes hereof, an “affected” owner shall be an owner of property in the Subdivision which is adjacent to or touching the setback area in which the non-habitable structures and fencing are to be erected and within thirty (30) feet of such non-inhabitable structures or fencing “across the street” from such fencing if such fencing is to be erected within the set-back area from a street. The Club shall determine what constitutes property “across the street” and such determination shall be based upon such criteria as in the sole discretion of the Club shall be deemed applicable but shall include considerations of proximity to and visibility of the fencing and non-habitable structures.

### **3. NUISANCE, TRASH, FIRE PERMITS**

Nothing shall be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No horses, cattle, swine, goats, poultry or fowl shall be kept on any lot. No sign of any character shall be displayed, except that the owner may display on his premises a “For Sale” or “For Rent” sign referring only to the premises on which displayed, provided the form and size of such signs be first approved in writing by the subdivider.

Compost pits, properly constructed and operated without objectionable odor, are permitted, but otherwise no trash shall be allowed to accumulate so as to be a detriment to the Subdivision or a fire hazard. No outdoor fires shall be started without permit from the governing authority in control.

Garbage or other waste shall be kept in sanitary containers.



#### **4. BUILDING PLANS**

For the purpose of further insuring the development of the lands in the Subdivision as a residential area of high standards, the subdivider reserves the power to control the buildings, structures and other improvements placed on each lot.

Whether or not provision therefor is specifically stated in any conveyance of a lot made by the subdivider, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall or other structure shall be placed upon such lot unless and until the plans and specifications therefor and the plot plan have been approved in writing by the subdivider. Each such building, wall or structure shall be placed on the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans and specifications by the subdivider may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the subdivider shall seem sufficient. No alterations in the exterior appearance of the buildings or structures shall be made without like approval. All buildings or other structures must be designed and supervised by an architect registered in the State of Florida.

Should the subdivider fail to approve or disapprove the plans and specifications submitted to it by the owner of a lot or lots in the Subdivision within thirty (30) days after written request therefor, then such approval shall not be required; provided, however, that no building or other structure shall be erected or shall be allowed to remain on any lot which violates any of the covenants or restrictions herein contained.

#### **5. MINIMUM SIZE OF RESIDENCE**

The floor areas of any residence erected in this Subdivision shall not be less than 2,000 square feet, exclusive of garages, unglazed porches, unroofed screened patios, loggias or similar spaces, and exclusive of any accessory buildings.

## **6. RESIDENTIAL SITES**

A residential site may consist of one or more lots, all of one lot and part of a contiguous lot, or lots, or any other combination of contiguous parts of lots, which will form an integral unit of land suitable for use as a site for a residence, provided it extends from the fronting street to an existing rear property line or canal, but no site which changes the lots as originally platted shall have a front or rear dimension of less length than is contained in the largest adjoining lot shown on the original plat of the Subdivision. No lot shall be divided or subdivided unless both parts of said lot shall be used to increase the size of adjacent lots as platted.

No re-subdivision as herein provided or otherwise shall be permitted except with the written approval of the subdivider and providing any such re-subdivision does not leave a substandard lot remaining.

## **7. EASEMENTS**

An easement is hereby reserved by the subdivider for utility or drainage purposes on all lots in this Subdivision as indicated by the recorded Plat of said Subdivision. The subdivider reserves the right to assign any and all easements shown on the record Plat, or which are hereinafter created, for installation of utilities or other uses deemed by them to be necessary for the service of said lands; and any wall, fence, paving, planting or other improvements placed thereon by the owner of the property on which the easement lies shall be removed, if required by the subdivider, or his assignee, at the expense of said owner.

Easements bordering Snapper Creek Canal have been granted for the purposes of canal maintenance. No trees or plants should be grown in this area without written permit from the owner of the easement.

## **8. TELEPHONE AND ELECTRIC POWER SERVICE**

Telephone and electric power service must be underground from any building served to the street but may be overhead from any buildings served to the rear property line of any lot.

## **9. DRAINAGE**

No changes in elevations of the land shall be made which will cause undue hardship to adjoining property.

## **10. WELL WATER**

No individual wells shall be permitted in this Subdivision except for irrigations, sprinkler systems or swimming pools.

## **11. OWNER MUST BE VOTING MEMBER OF CLUB**

The grantee of any property in the Subdivision is a voting member of Snapper Creek Lakes Club, Inc., and as such voting member is familiar with and agrees to abide by the rules, regulations, restrictions and objects of said Club. It is a condition of the estate conveyed that the grantee shall not give, convey or in anywise transfer the property conveyed to any person not at the time of such transfer, gift or conveyance a voting member of said Club, it being expressly understood and agreed that a similar condition will be made by the grantor in all other conveyances of similar property in The First Addition to Snapper Creek Lakes Subdivision, the purpose of this and such other conditions being to insure to the grantee and all other members of Snapper Creek Lakes Club, Inc., and to the Club itself, that the Club property and other property in said Subdivision shall at all times be occupied by a colony of congenial persons and the further purpose of benefitting lands in The First Addition to Snapper Creek Lakes Subdivision.

In cases where the grantee is a corporation, one stockholder in such grantee-corporation must be a voting member and all other stockholders must be non-voting members of Snapper Creek Lakes Club, Inc. (unless already a voting member by reason of ownership of another lot), and the by-laws and stock certificates of such grantee-corporation must provide that the stock in said corporation is transferable only to voting members or non-voting members of Snapper Creek Lakes Club, Inc.

The grantee expressly stipulates and agrees for himself and for his heirs, executors, administrators, legal representatives and assigns, and if a corporation, for its successors and assigns, that in the event proceedings are instituted to foreclose any mortgage on the property conveyed in The First Addition to Snapper Creek Lakes Subdivision, the grantor and its successors and assigns shall have the right to redeem from the mortgage for the amount due thereunder, or to purchase said property at the foreclosure sale for the amount found to be due the mortgagee in the foreclosure proceedings, should the mortgagor fail to redeem from such mortgage, and in case of such redemption by the grantor, the grantor, its successors and assigns, so redeeming shall take and have absolute fee simple title to the property redeemed, free from any claim or right of the grantee, his heirs or assigns, or its successors or assigns, or the mortgagor, and every person or concern claiming by, through or under him or it.

Any deed or conveyance directly or indirectly, and whether by way of will or judicial proceedings or otherwise, in violation of this covenant, limitation or restriction, shall be void and of no effect.

PROVIDED, HOWEVER, that nothing herein contained shall preclude a bank, a savings and loan association or an insurance company from holding a mortgage on property situated in The First Addition to Snapper Creek Lakes Subdivision, and such bank, savings and loan association or insurance company shall have unrestricted and absolute right to take title to the said property in settlement and satisfaction of the said mortgage, or to foreclose the said mortgage in accordance with the terms thereof and the Laws of the State of Florida, and to bid upon the said property at the foreclosure sale, and, if the successful bidder, to take title thereto, and to sell the said property to any person, firm or corporation whether or not a member of Snapper Creek Lakes Club, Inc., subject, however, to the right of subdivider to redeem or purchase at foreclosure sale as hereinabove provided, and subject to option to purchase contained in Protective Covenant No. 13.

## **12. REMEDIES FOR VIOLATIONS**

In the event of a violation or breach of any of these restrictions by an person or concern claiming by, through or under the subdivider, or by virtue of any judicial proceedings, the subdivider, and the owners of lots in the Subdivision or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the subdivider shall have the right, whenever there shall have been built on any lot in the Subdivision any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained herein, however long contained, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any of the restrictions herein contained shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

## **13. GRANTOR'S OPTION TO PURCHASE IF SOLD**

In the event that the grantee desires to sell the property conveyed in The First Addition to Snapper Creek Lakes Subdivision, with its improvements, if any, then said property shall be offered for sale to the grantor at the same price at which the property is about to be sold, and the said grantor shall have fifteen (15) days within which to exercise its option to purchase said property; and should the grantor fail or refuse (within fifteen days after receipt of notice of the price and terms at which said property is about to be sold) to exercise its option to purchase said property at the price at which it is about to be sold, then the owner of said property shall have the right to sell said property subject to each and every restriction, covenant, limitation and agreement herein contained.

#### **14. DURATION OF RESTRICTIONS**

The foregoing agreements, covenants, restrictions and conditions shall constitute an easement and servitude in and upon the lands conveyed in The First Addition to Snapper Creek Lakes Subdivision running with the land and shall be deemed for the benefit of all the lands in the Subdivision, and they shall be and remain in full force for 25 years from the 17<sup>th</sup> day of October, A.D., 1958, at which time they shall be automatically extended for successive periods of ten years each unless by vote of a majority of the then owners of the residential lots of this Subdivision it is agreed to change them in whole or in part.

#### **15. GRANTOR MAY ASSIGN**

Three Bays Properties #1, Inc. may assign any and all its rights, powers, obligations and privileges under this instrument to Snapper Creek Lakes Club, Inc. or to any other corporation, association, or person.

#### **16. RESTRICTIONS UNIFORM**

The foregoing restrictions shall be applicable to all lots in said Subdivision.

#### **17. RIGHT TO MODIFY, AMEND OR ADD TO PROTECTIVE COVENANTS**

Snapper Creek Lakes Club, Inc., a Florida corporation, (successor to Three Bays Properties #1, Inc., an Indiana corporation) may include in any contract or deed hereafter made, any additional restrictive covenants and the said Snapper Creek Lakes Club, Inc. may, in its sole discretion, modify, amend or add to the Protective Covenants applicable First Addition to Snapper Creek Lakes Subdivision; provided, however, that any such additional restrictive covenants or modifications or amendment thereto shall not affect the lien of any mortgage then encumbering any of the properties within the said subdivision nor shall affect the rights and powers of any such mortgagee.

## 19. MAINTENANCE CHARGE AND FEES

Section 1. The Board of Governors of SNAPPER CREEK LAKES CLUB, INC. shall have the right and power to subject the properties situated in FIRST ADDITION TO SNAPPER CREEK LAKES SUBDIVISION except streets, ways, and parks to an annual maintenance charge, and capital improvement assessments, as further described in the Charter and By-Laws of Snapper Creek Lakes Club, Inc. (the "Club"), and in the amounts to be determined in accordance with and as permitted by the Club's Charter and By-Laws.

Section 2. The said maintenance charge and assessment funds may be used as follows:

- A. For lighting, improving and maintaining the streets and dedicated right of way areas maintained for the general use of the owners and occupants of land included in said subdivision.
- B. For operating and maintaining any storm water drains now or hereafter constructed in said subdivision that are not or will not be under the direct supervision of the state or county.
- C. For collecting and disposing of garbage, ashes and rubbish.
- D. For employing policemen and watchman.
- E. For doing any other things necessary or desirable to keep the property neat and in good order, and to eliminate fire hazards, or which may be of general benefit to the owners or occupants of the land included in said subdivision.

Section 3. The said maintenance charge and assessments shall constitute a lien upon all lots in said subdivision in favor of SNAPPER CREEK LAKES CLUB, INC. to secure the payments of said maintenance charges and assessments due and to become due. The said annual maintenance charge shall be due and payable as indicated in the Club's Charter and By-Laws or as otherwise determined

by the Board of Governors, and such charges as have not been paid on or before the due date shall be deemed delinquent and shall bear interest thereafter at the highest rate permitted by law.

IN WITNESS WHEREOF, the undersigned corporation has caused these presents to be signed in its name by its proper officers, and its corporate seal to be affixed, attested by its Secretary, this 9<sup>th</sup> day of May, 1958.

THREE BAYS PROPERTIES #1, INC.  
By Wm. J. Hazelrigg  
Vice President

ATTEST:  
Robert W. Mathy  
Assistant Secretary

STATE OF FLORIDA  
COUNTY OF DADE

I HEREBY CERTIFY that on this 9<sup>th</sup> day of May, 1958, before me personally appeared Wm. J. Hazelrigg and Robert W. Mathy, respectively Vice President and Assistant Secretary of THREE BAYS PROPERTIES #1, INC., a corporation under the laws of this State of Indiana, to me known to be the persons described in and who executed the foregoing Declaration of Protective Covenants, and severally acknowledged 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 said corporation, and the said Declaration of Protective Covenants is the act and deed of said corporation.

WITNESS my hand and official seal at Miami, in the County of Dade and State of Florida, the day and year last aforesaid.

Ann R. (unreadable)  
Notary Public, State of Florida at Large  
My commission expires: July 12, 1961



**DECLARATION OF PROTECTIVE COVENANTS  
COVERING ALL OF  
SNAPPER CREEK LAKES SUBDIVISION, a subdivision of  
Dade County, Florida, according to the Plat thereof as  
recorded in Plat Book 57, at Page 86, of the Public  
Records of Dade County, Florida**

---

**KNOW ALL MEN BY THESE PRESENTS, That**

**WHEREAS, THREE BAYS PROPERTIES #1, Inc.**, a Florida corporation, is the owner in fee simple of those certain lands known as and comprising Snapper Creek Lakes Subdivision, a subdivision of Dade County, Florida, according to the Plat thereof, as recorded in Plat Book 57, at Page 86, of the Public Records of Dade County, Florida; and

**WHEREAS**, the said subdivision is to be developed for residential purposes; and

**WHEREAS**, it is desired to establish protective covenants concerning the said subdivision for the benefit and protection of the said area;

**NOW, THEREFORE**, the following Protective Covenants are hereby established, declared and prescribed:

**MEANING OF TERMS AS USED HEREIN:**

**SUBDIVIDER** and **GRANTOR** mean **THREE BAYS PROPERTIES #1, INC.**, an Indiana corporation, its successors and assigns.

**GRANTEE** means the person, or persons, or concern to whom the subdivider first conveys the lands in Snapper Creek Lakes Subdivision, and his, her, their or its heirs, executors, administrators, personal representatives, successors and assigns, and all persons or concerns claiming by, through or under such grantee; and wherever in

this instrument the masculine is used it shall include the feminine and neuter as the context may require.

**SUBDIVISION** means the “**SNAPPER CREEK LAKES SUBDIVISION**” as shown on the plat thereof, recorded in Plat Book 57 at Page 86 of the Public Records of Dade County, Florida.

**PLAT** means the plat of “**SNAPPER CREEK LAKES SUBDIVISION**” recorded in Plat Book 57 at Page 86 of the Public Records of Dade County, Florida.

**1. USE RESTRICTION:**

Except as hereinafter provided all lots in the Subdivision and all lots enlarged or recreated by the shifting of the location of side 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 may be placed on a lot. Lighting of tennis courts is prohibited.

**On Tract A**

A boat basin with open or covered moorings or docks, storage buildings and other accessory structures may be erected on Tract A.

**On Lot 12, Block 4**

Temporary use as a real estate development and sales office shall be permitted on Lot 12, Block 4, for a period ending on January 1, 1960, or upon cessation of the use of that lot for that purpose, whichever shall occur first. Upon the discontinuance of the use of Lot 12, Block 4, for a real estate development and sales office, the use restrictions of Lot 12, Block 4, shall be the same as the use restrictions for the other lots in Block 4.

**On Lots 1, 2, 3, 4, 5, 6,  
7 and 8, in Block 6**

The use restrictions on Lots 1, 2, 3, 4, 5, 6, 7 and 8, in Block 6, shall be the same as the residential lots in other Blocks with the exception that these lots may be used in connections with a water supply system. Upon the discontinuance of the use of these lots in connection with a water supply system the use restrictions of these lots shall be the same as other residential lots.

**2. SETBACK RESTRICTIONS  
(excluding Tract A)**

No building or any part thereof may project beyond setback lines subject to the exceptions hereinafter mentioned:

Lots abutting both lakes and Snapper Creek Canal:  
Setback lines as shown on plat.

All other lots: 50 feet from property lines on a street or streets, 30 feet from all other property lines.

Measurements: Where lots have curved property lines, setback distances shall be taken at right angles with tangents to the curve. All other setbacks shall be measured at right angles to the property lines.

**EXCEPTIONS TO SETBACK RESTRICTIONS**

Terraces, walls, fences, low platforms or steps, swimming pools and similar low unroofed, and unscreened construction may be erected outside of setback lines, provided such construction shall not interfere with the exposure or view, or reasonable privacy of adjoining, or facing property, as shall be determined by the subdivider, and shall be in compliance with prevailing County Zoning Regulations.

No construction of this type may be erected without written approval of the subdivider, and where construction is within easement areas, the approval of the owner of the

easement must also be obtained. Subject to variations because of differences of natural and finished ground elevations, walls and fences beyond street and waterfront setback lines shall not exceed four feet in height, and in other setback areas, six feet in height.

However, non-habitable structures and tennis court and other fencing exceeding the above height limitation may be erected within a setback area, provided: (1) The plans and specifications therefor including a landscaping plan shall have been submitted to the Club for approval pursuant to the provisions of Covenant 6 of this Declaration; and (2) Notice of such submission for approval together with a copy of the plans and specifications shall have been mailed by the Club by Registered or Certified United States Mail, Return Receipt Requested to each "affected" property owner at said owner's address shown on the books and records of the Club soliciting said owner's approval or disapproval of the proposed plan (except that notice need not be sent to owners whose approval is submitted in advance); and (3) All "affected" owners shall have expressed their approval or disapproval in writing of all plans and specifications and delivered such expressions of approval or disapproval to the Club within sixty (60) days of the date of posting such Notice. (An owner failing to so notify the Club of approval or disapproval within sixty (60) days shall be deemed to have approved the plan); and (4) The Club, having considered the approvals and disapprovals of the "affected" property owners and based upon such consideration and the provisions of and criteria set forth in Covenant 6 of this Declaration shall have approved such plans and specifications except that failure of the Club within thirty (30) days from the expiration of said sixty (60) days' notice period or receipt of approval of all affected property owners, whichever occurs first, to act upon the application shall be deemed approval. For purposes hereof, an "affected" owner shall be an owner of property in the Subdivision which is adjacent to or touching the setback area in which the non-habitable structures and fencing are to be erected and within thirty (30) feet of such non-habitable structures or fencing "across the street" from such fencing if such fencing is to be erected within the set-back area from a street. The Club shall determine what constitutes property "across the street" and such determination shall be based

upon such criteria as in the sole discretion of the Club shall be deemed applicable but shall include considerations of proximity to and visibility of the fencing or non-habitable structures.

**3. RESTRICTED USE OF LAKES:**

All of the waters of Elbow and Finger Lakes shall inure to the benefit of the owners of land abutting said lakes. The lakes shall not be used for any commercial purpose; no boats or watercraft driven by motor propulsion shall be operated thereon, nor shall any use thereof be made which is objectionable to a majority of the owners of land abutting on the lakes.

**4. DOCKS, BOATHOUSES, WATERFRONT CONSTRUCTION AND SHORE CONTOURS:**

With the exception of Tract A, the following restrictions shall apply to all waterfront lots:

No docks, boathouses, permanent or temporary boat shelters, boat slips, bulkheads, mooring piling or any other construction, shall be erected on the waterfront without the written approval of the subdivider, and for lots facing Snapper Creek Canal additional written approval must also be obtained from the owner of the canal maintenance easement.

No boathouse or temporary or permanent shelter may be erected outside of building setback lines.

No docks may extend beyond lake lines more than fifteen feet, and the platforms of docks shall not be higher than three feet above mean sea level. No docks may extend beyond canal shoreline more than three feet.

Shoreline contours above or below water may not be changed without the written approval of the subdivider. No lot shall be increased in size by filling in the waters on which it abuts.

**5. NUISANCES, TRASH, FIRE PERMITS:**

Nothing shall be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No horses, cattle, swine, goats, poultry or fowl shall be kept on any lot. No sign of any character shall be displayed, except that the owner may display on his premises a "For Sale" or "For Rent" sign referring only to the premises on which displayed, provided the form and size of such signs be first approved in writing by the subdivider.

Compost pits, properly constructed and operated without objectionable odor, are permitted, but otherwise no trash shall be allowed to accumulate so as to be a detriment to the Subdivision or a fire hazard. No outdoor fires shall be started without permit from the governing authority in control.

Garbage or other waste shall be kept in sanitary containers.

**6. BUILDING PLANS:**

For the purpose of further insuring the development of the lands in the Subdivision as a residential area of high standards, the subdivider reserves the power to control the buildings, structures and other improvements placed on each lot.

Whether or not provision therefor is specifically stated in any conveyance of a lot made by the subdivider, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall or other structure shall be placed upon such lot unless and until the plans and specifications therefore and the plot plan have been approved in writing by the subdivider. Each such building, wall or structure shall be placed on the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans and specifications by the subdivider may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the subdivider shall seem sufficient. No alterations in the exterior appearance of

the buildings or structures shall be made without like approval. All buildings or other structures must be designed and supervised by an architect registered in the State of Florida.

Should the subdivider fail to approve or disapprove the plans and specifications submitted to it by the owner of a lot or lots in the Subdivision within thirty (30) days after written request therefor, then such approval shall not be required; provided, however, that no building or other structure shall be erected or shall be allowed to remain on any lot which violates any of the covenants or restrictions herein contained.

**7. MINIMUM SIZE OF RESIDENCE:**

The floor areas of any residence erected in this Subdivision (exclusive of Tract A) shall not be less than 2,000 square feet, exclusive of garages, unglazed porches, unroofed screened patios, loggias or similar spaces, and exclusive of any accessory buildings.

**8. RESIDENTIAL SITES:**

A residential site may consist of one or more lots, all of one lot and part of a contiguous lot, or lots, or any other combination of contiguous parts of lots, which will form an integral unit of land suitable for use as a site for a residence, provided it extends from the fronting street to an existing rear property line, lake or canal, but no site which changes the lots as originally platted shall have a front or rear dimension of less length than is contained in the largest adjoining lot shown on the original plat of the Subdivision.

No resubdivision as herein provided or otherwise shall be permitted except with the written approval of the subdivider, and providing any such resubdivision does not leave a substandard lot remaining.

**9. EASEMENTS:**

An easement is hereby reserved by the subdivider for utility or drainage purposes on all lots in this subdivision as

indicated by the recorded Plat of said Subdivision. The subdivider reserves the right to assign any and all easements shown on the recorded Plat, or which are hereinafter created, for installation of utilities or other uses deemed by them to be necessary for the service of said lands; and any wall, fence, paving, planting or other improvements placed thereon by the owner of the property on which the easement lies shall be removed, if required by the subdivider or his assigns, at the expense of said owner.

Easements bordering Snapper Creek Canal have been granted for the purpose of canal maintenance. No trees or plants should be grown in this area without written permit from the owner of the easement.

**10. TELEPHONE AND ELECTRIC POWER UNDERGROUND SERVICE:**

Telephone and electric power service must be underground from any buildings served to a pole in the street right of way on the following lots:

- All lots in Block 1, 6, 7
- All lots, except Tract A, in Block 2
- Lots 5 and 6 in Block 8
- Lots 4, 5, 6, 7, 8, 9, 10 and 11 in Block 9

**11. DRAINAGE:**

No changes in elevations of the land shall be made which will cause undue hardship to adjoining property.

**12. WELL WATER:**

No individual wells shall be permitted in this Subdivision except for irrigations, sprinkler systems or swimming pools.

**13. OWNER MUST BE VOTING MEMBER OF CLUB:**

The grantee of any property in the Subdivision is a voting member of Snapper Creek Lakes Club, Inc., and as



such voting member is familiar with and agrees to abide by the rules, regulations, restrictions and objects of said Club. It is a condition of the estate conveyed that the grantee shall not give, convey or in anywise transfer the property conveyed to any person not at the time of such transfer, gift or conveyance a voting member of said Club, it being expressly understood and agreed that a similar condition will be made by the grantor in all other conveyances of similar property in the Snapper Creek Lakes Subdivision (with the exception of Tract A), the purpose of this and such other conditions being to insure to the grantee and all other members of Snapper Creek Lakes Club, Inc., and to the Club itself, that the Club property and other property in said Subdivision (with the exception of Tract A) shall at all times be occupied by a colony of congenial persons and the further purpose of benefiting lands in Snapper Creek Lakes Subdivision.

In cases where the grantee is a corporation, one stockholder in such grantee-corporation must be a voting member and all other stockholders must be non-voting members of Snapper Creek Lakes Club, Inc., (unless already a voting member by reason of ownership of another lot), and the by-laws and stock certificates of such grantee-corporation must provide that the stock in said corporation is transferable only to voting members or non-voting members of Snapper Creek Lakes Club, Inc.

The grantee expressly stipulates and agrees for himself and for his heirs, executors, administrators, legal representatives and assigns, and if a corporation, for its successors and assigns, that in the event proceedings are instituted to foreclose any mortgage on the property conveyed in Snapper Creek Lakes Subdivision, the grantor and its successors and assigns shall have the right to redeem from the mortgage for the amount due thereunder, or to purchase said property at the foreclosure sale for the amount found to be due the mortgagee in the foreclosure proceedings, should the mortgagor fail to redeem from such mortgage, and in case of such redemption by the grantor, the grantor, its successors and assigns, so redeeming shall take and have absolute fee simple title to the property redeemed, free from any claim or right of the grantee, his heirs or

assigns, or its successors or assigns, or the mortgagor, and every person or concern claiming by, through or under him or it.

Any deed or conveyance directly or indirectly, and whether by way of will or judicial proceedings or otherwise in violation of this covenant, limitation or restriction, shall be void and of no effect.

PROVIDED, HOWEVER, that nothing herein contained shall preclude a bank, a savings and loan association or an insurance company from holding a mortgage on property situated in Snapper Creek Lakes Subdivision, and such bank, savings and loan association or insurance company shall have unrestricted and absolute right to take title to the said property in settlement and satisfaction of the said mortgage, or to foreclose the said mortgage in accordance with the terms thereof and the Laws of the State of Florida, and to bid upon the said property at the foreclosure sale, and, if the successful bidder, to take title thereto, and to sell the said property to any person, firm or corporation whether or not a member of Snapper Creek Lakes Club, Inc., subject, however, to the right of Subdivider to redeem or purchase at foreclosure sale as hereinabove provided, and subject to option to purchase contained in Protective Covenant No. 15.

#### **14. REMEDIES FOR VIOLATIONS:**

In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under the subdivider, or by virtue of any judicial proceedings, this subdivider, and the owners of lots in the Subdivision or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the subdivider shall have the right, whenever there shall have been built on any lot in the Subdivision any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. The failure to

enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any of the restrictions herein contained shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

**15. GRANTOR'S OPTION TO PURCHASE IF SOLD:**

In the event that the grantee desires to sell the property conveyed in Snapper Creek Lakes Subdivision, with its improvements, if any, then said property shall be offered for sale to the grantor at the same price at which the property is about to be sold, and the said grantor shall have fifteen (15) days within which to exercise its option to purchase said property; and should the grantor fail or refuse (within fifteen days after receipt of notice of the price and terms at which said property is about to be sold) to exercise its option to purchase said property at the price at which it is about to be sold, then the owner of said property shall have the right to sell said property subject to each and every restriction, covenant, limitation and agreement herein contained.

**16. ADDITIONAL RESTRICTIONS:**

The subdivider may include in any contract or deed hereafter made, any additional restrictive covenants and the subdivider may, in its sole discretion, modify, amend or add to the Protective Covenants applicable to Snapper Creek Lakes Subdivision; provided, however, that any such additional restrictive covenants or modifications or amendments thereto shall not affect the lien of any mortgage then encumbering any of the properties within the said subdivision nor shall affect the rights and powers of any such mortgagee.

**17. DURATION OF RESTRICTIONS:**

The foregoing agreements, covenants, restrictions and conditions shall constitute an easement and servitude in and upon the lands conveyed in Snapper Creek Lakes

Subdivision, running with the land, and shall be deemed for the benefit of all the lands in the Subdivision; and they shall be and remain in full force for 25 years from the 1<sup>st</sup> day of November, A.D., 1955, at which time they shall be automatically extended for successive periods of ten years each unless by vote of a majority of the then owners of the residential lots of this Subdivision it is agreed to change them in whole or in part.

**18. GRANTOR MAY ASSIGN:**

Three Bays Properties #1, Inc. may assign any and all its rights, powers, obligations and privileges under this instrument to Snapper Creek Lakes Club, Inc., or to any other corporation, association or person.

**19. RESTRICTIONS UNIFORM:**

The foregoing restrictions shall be applicable to all lots in said Subdivision, with the exception of Tract A.

**20. MAINTENANCE CHARGE AND FEES**

Section 1. The Board of Governors of SNAPPER CREEK LAKES CLUB, INC. shall have the right and power to subject the properties situated in SNAPPER CREEKS LAKES SUBDIVISION except streets, ways, and parks, except Tract "A," to an annual maintenance charge, and capital improvement assessments, as further described in the Charter and By-Laws of Snapper Creek Lakes Club, Inc. (the "Club"), and in the amounts to be determined in accordance with and as permitted by the Club's Charter and By-Laws.

Section 2. The said maintenance charge and assessment funds may be used as follows:

- A. For lighting, improving and maintaining the streets and dedicated right of way areas maintained for the general use of the owners and occupants of land included in said subdivision.

- B. For operating and maintaining any storm water drains now or hereafter constructed in said subdivision that are not or will not be under the direct supervision of the state or county.
- C. For collecting and disposing of garbage, ashes and rubbish.
- D. For employing policemen and watchman.
- E. For doing any other things necessary or desirable to keep the property neat and in good order, and to eliminate fire hazards, or which may be of general benefit to the owners or occupants of the land included in said subdivision.

Section 3. The said maintenance charge and assessments shall constitute a lien upon all lots in said subdivision in favor of SNAPPER CREEK LAKES CLUB, INC. to secure the payments of said maintenance charges and assessments due and to become due. The said annual maintenance charge shall be due and payable as indicated in the Club's Charter and By-Laws or as otherwise determined by the Board of Governors, and such charges as have not been paid on or before the due date shall be deemed delinquent and shall bear interest thereafter at the highest rate permitted by law.

**IN WITNESS WHEREOF**, the undersigned corporation has caused these presents to be signed in its name by its proper officers, and its corporate seal to be affixed, attested by its Assistant Secretary, this 17<sup>th</sup> day of October, 1955.

**THREE BAYS PROPERTIES #1, INC.**

By: Wm J. Hazelrigg  
Vice-President

ATTEST:

Robert W. Mathy, Assistant Secretary

---

STATE OF FLORIDA  
COUNTY OF DADE

I HEREBY CERTIFY that on this 17<sup>th</sup> day of October, 1955, before me, the undersigned authority, personally appeared Wm. J. Hazelrigg and Robert W. Mathy, to me known to be the persons who executed the foregoing instrument as President and Assistant Secretary, respectively, of Three Bays Properties #1, Inc., a Florida corporation, and each severally acknowledged the execution of such instrument as such officers, for and on behalf of, and as the act and deed of said corporation, for the uses and purposes therein expressed, pursuant to authority lawfully conferred upon them by said corporation; and that the seal affixed thereto is the true and genuine corporate seal of said corporation, and was affixed thereunto by the said Assistant Secretary, being the proper custodian thereof, and pursuant to authority lawfully conferred upon him.

WITNESS my hand and official seal at Miami, said County and State, the date aforesaid.

State of Florida, County of Dade

Ann R (unreadable)

---

Notary Public, State of Florida at Large  
My Commission Expires July 12, 1957

---

**2012 NOTE:**

Protective Covenants containing the above provisions have been adopted and recorded covering THE FIRST ADDITION TO SNAPPER CREEK LAKES SUBDIVISION, and PARCELS I and II, which are located within Block 4 of said SNAPPER CREEK LAKES SUBDIVISION, but which are not part of said subdivision.

THE FIRST ADDITION TO SNAPPER CREEK LAKES SUBDIVISION is a subdivision of Miami-Dade County, Florida, according to the Plat thereof as recorded in Plat Book 67, at page 22, of the Public Records of Dade County, Florida.

PARCELS I and II are described as follows:

**PARCEL I**

Commencing at the point of intersection of the North line of Section 7, Township 55 South, Range 41 East, with the West line of the 70 foot right of way of Ingraham Highway, as said West line is described and recorded in Deed Book 2190, Page 357, of the Public Records of Dade County, Florida; run thence South 20° 11' 30" West along said West line of the 70 foot wide right of way of Ingraham Highway for a distance of 66.60 feet to the point of beginning of the parcel of land hereinafter to be described; thence continue South 20° 11' 30" West for a distance of 180 feet to a point; thence run North 69° 48' 30" West for a distance of 255 feet to a point; thence run North 23° 22' 17" East for a distance of 180.28 feet to a point; thence run South 69° 22' 30" East for a distance of 245 feet to the point of beginning, being in Dade County, Florida.

**PARCEL II**

A parcel of land lying, being and situated in the NW ¼ of Section 7, Township 55 South, Range 41 East, Dade County, Florida, being particularly described as follows: Commence at the Northeast corner of the NW ¼ of said Section 7; thence run South 89° 58' 57" West along the North boundary of the NW ¼ of said Section 7 a distance of 466.64 feet to the Point of intersection with the center line of Ingraham Highway (Old Cutler Road); thence run South 20° 11' 30" West along the last described line a distance of 79.49 feet to the Point of Beginning of the parcel of land hereinafter to be described; thence continue on the last described course a distance of 180.00 feet to a point; thence run North 69° 48' 30" West a distance of 35 feet to a point; thence run North 20° 11' 30" East a distance of 180.00 feet to a point; thence run South

69° 48' 30" East a distance of 35 feet to the Point of Beginning.



BOOK 4173 PAGE 120

OK  
B

**DECLARATION OF PROTECTIVE COVENANTS  
COVERING ALL OF  
SNAPPER CREEK LAKES SUBDIVISION, a sub-  
division of Dade County, Florida, according to  
the Plat thereof as recorded in Plat Book 57  
at Page 86, of the Public Records of Dade  
County, Florida.**

**KNOW ALL MEN BY THESE PRESENTS, That**

**WHEREAS, THREE BAYS PROPERTIES #1, INC., a  
Florida corporation, is the owner in fee simple of those certain lands  
known as and comprising Snapper Creek Lakes Subdivision, a subdivi-  
sion of Dade County, Florida, according to the Plat thereof as recorded  
in Plat Book 57, at Page 86, of the Public Records of Dade County,  
Florida; and**

**WHEREAS, the said subdivision is to be developed for  
residential purposes; and**

**WHEREAS, it is desired to establish protective covenants  
concerning the said subdivision for the benefit and protection of the said  
area;**

**NOW, THEREFORE, the following Protective Covenants are  
hereby established, declared and prescribed:**

**MEANING OF TERMS AS USED HEREIN:**

**SUBDIVIDER and GRANTOR mean THREE BAYS PROPERTIES  
#1, INC., an Indiana corporation, its successors and assigns.**

**GRANTEE means the person, or persons, or concern to whom  
the Subdivider first conveys the lands in Snapper Creek Lakes Subdivision,  
and his, her, their or its heirs, executors, administrators, personal re-  
presentatives, successors and assigns, and all persons or concerns claiming  
by, through or under such grantee; and wherever in this instrument the  
masculine is used it shall include the feminine and neuter as the context may  
require.**

**SUBDIVISION means the "SNAPPER CREEK LAKES SUBDIVISION"  
as shown on the plat thereof recorded in Plat Book 57 at Page 86 of the  
Public Records of Dade County, Florida.**

**PLAT means the plat of "SNAPPER CREEK LAKES SUBDIVISION"  
recorded in Plat Book 57 at Page 86 of the Public Records of Dade County,  
Florida.**

**1. USE RESTRICTION:**

**Except as hereinafter provided all lots in the Subdivision and all  
lots enlarged or recreated by the shifting of the location of side 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 pro-  
vided they do not furnish accommodations for an additional family. A con-  
struction 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 may be placed on a lot.**

1979 MAR 14 AM 10:38

79R 75255

OFF REC 10329 PG 957

## DECLARATION OF PROTECTIVE COVENANTS

COVERING ALL OF

PARCEL I

Commencing at the point of intersection of the North line of Section 7, Township 55 South, Range 41 East, with the West line of the 70 foot right of way of Ingraham Highway, as said West line is described and recorded in Deed Book 2190, Page 357, of the Public Records of Dade County, Florida; run thence South 20° 11' 30" West along said West line of the 70 foot wide right of way of Ingraham Highway for a distance of 66.60 feet to the point of beginning of the parcel of land hereinafter to be described; thence continue South 20° 11' 30" West for a distance of 180 feet to a point; thence run North 69° 48' 30" West for a distance of 255 feet to a point; thence run North 23° 22' 17" East for a distance of 180.28 feet to a point; thence run South 69° 22' 30" East for a distance of 245 feet to the point of beginning, being in Dade County, Florida.

PARCEL II

A parcel of land lying, being and situated in the NW 1/4 of Section 7, Township 55 South, Range 41 East, Dade County, Florida, being particularly described as follows: COMMENCE at the Northeast corner of the NW 1/4 of said Section 7; thence run South 89° 58' 57" West along the North boundary of the NW 1/4 of said Section 7 a distance of 466.64 feet to the Point of intersection with the center line of Ingraham Highway (Old Cutler Road); thence run South 20° 11' 30" West along the last described line a distance of 79.49 feet to the Point of Beginning of the parcel of land hereinafter to be described; thence continue on the last described course a distance of 180.00 feet to a point; thence run North 69° 48' 30" West a distance of 35 feet to a point; thence run North 20° 11' 30" East a distance of 180.00 feet to a point; thence run South 69° 48' 30" East a distance of 35 feet to the Point of Beginning.

KNOW ALL MEN BY THESE PRESENTS, That

WHEREAS, SNAPPER CREEK LAKES CLUB, INC., a Florida non-profit corporation, (hereinafter called "The Club"), is the successor to Three Bays Properties #1, Inc., an Indiana corporation, the subdivider and grantor of those certain Declarations of Protective Covenants covering all of Snapper Creek Lakes Subdivision, according to the Plat thereof, as recorded in Plat Book 57, Page 86, of the Public Records of Dade County, Florida, and Amendments thereto and the First Addition to Snapper Creek Lakes Subdivision, according to the Plat thereof, as recorded in Plat Book 67, Page 22, of the Public Records of Dade County, Florida, and Amendments thereto, and

WHEREAS, The Club has acquired title to the above described property which said property is a parcel located primarily within Block 4 of said Snapper Creek Lakes Subdivision, but which said property is not a part of said subdivision, and

WHEREAS, The Club desires to bring said property within the said subdivision by declaring and establishing certain protective covenants essentially the same as those existing in the Subdivision of Snapper Creek Lakes Subdivision and First Addition thereto and to provide membership in The Club to the owner of said property;

NOW THEREFORE in order to accomplish the foregoing, the following Protective Covenants are hereby established, declared and prescribed:

-1-

Prepared by: JACK G. ADAMSON, JR.

SULLIVAN ADAMSON & SULLIVAN PROFESSIONAL ASSOCIATION

REC 10329 PG 958

**MEANING OF TERMS AS USED HEREIN:**

**SUBDIVIDER, GRANTOR and THE CLUB** mean **SNAPPER CREEK LAKES CLUB, INC.**, a Florida non-profit corporation, and its successors and assigns.

**GRANTEE** means the person, or persons, or concern to whom the Subdivider first conveys The Land and his, her, their or its heirs, executors, administrators, personal representatives, successors and assigns, and all persons or concerns claiming by, through or under such Grantee; and wherever in this instrument the masculine is used it shall include the feminine and neuter as the context may require.

**SUBDIVISION** means Snapper Creek Lakes Subdivision, according to the Plat thereof, as recorded in Plat Book 57, Page 86, of the Public Records of Dade County, Florida, and the First Addition to Snapper Creek Lakes Subdivision, according to the Plat thereof, as recorded in Plat Book 67, Page 22, of the Public Records of Dade County, Florida.

**THE LAND** means the above described property upon which these Protective Covenants are established, declared and prescribed.

**1. USE RESTRICTION**

Except as hereinafter provided The Land is restricted to the use of a single family, their household servants and guests, exclusively for residential purposes. Only one residence may be built on The Land. 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 may be placed on The Land.

**2. SETBACK RESTRICTIONS**

Subject only to the exceptions hereinafter mentioned, no building nor any part thereof may project beyond the following setback lines:

30 feet from the southwesterly, northwesterly and northeasterly property lines.

120 feet from the southeasterly property line.

For purposes of locating the setback lines above described, the two parcels constituting The Land shall be deemed one parcel.

**EXCEPTIONS TO SETBACK RESTRICTIONS**

Terraces, walls, fences, low platforms or steps, swimming pools and similar low unroofed and unscreened construction may be erected outside of setback lines, provided such construction shall not interfere with the exposure or view, or reasonable privacy of adjoining or facing property, as shall be determined by the Subdivider and shall be in compliance with prevailing County Zoning Regulations.

No construction of this type may be erected without written permission of the Subdivider, and where construction is within easement areas, the approval of the owner of the easement must also be obtained. Subject to variations because of differences of natural and finished ground elevations, walls and fences beyond street setback lines shall not exceed four feet in height, and in other setback areas, six feet in height.

However, non-habitable structures and tennis court and other fencing exceeding the above height limitation may be erected within a setback area, provided: (1) The plans and specifications therefor

OFF  
REC | 0329 PG 959

including a landscaping plan shall have been submitted to the Club for approval pursuant to the provisions of Covenant 4 of this Declaration; and (2) Notice of such submission for approval together with a copy of the plans and specifications shall have been mailed by the Club by Registered or Certified United States Mail, Return Receipt Requested to each "affected" property owner at said owner's address shown on the books and records of the Club soliciting said owner's approval or disapproval of the proposed plan (except that notice need not be sent to owners whose approval is submitted in advance); and (3) All "affected" owners shall have expressed their approval or disapproval in writing of all plans and specifications and delivered such expressions of approval or disapproval to the Club within sixty (60) days of the date of posting such Notice. (An owner failing to so notify the Club of approval or disapproval within sixty (60) days shall be deemed to have approved the plan); and (4) The Club, having considered the approvals and disapprovals of the "affected" property owners and based upon such considerations and the provisions of and criteria set forth in Covenants No. 4 of this Declaration, shall have approved such plans and specifications except that failure of the Club within thirty (30) days from the expiration of said sixty (60) days notice period or receipt of approval of all affected property owners, whichever occurs first, to act upon the application shall be deemed approval. For purposes hereof, an "affected" owner shall be an owner of property in the Subdivision which is adjacent to or touching the setback area in which the non-habitable structures and fencing are to be erected and within thirty (30) feet of such non-habitable structures or fencing."

### 3. NUISANCE, TRASH, FIRE PERMITS, TENNIS COURT LIGHTING

Nothing shall be done on The Land which may be or become an annoyance or nuisance to the neighborhood. No horses, cattle, swine, goats, poultry or fowl shall be kept on the Land. No sign of any character shall be displayed, except that the owner may display on his premises a "For Sale" or "For Rent" sign referring only to the premises on which displayed, provided the form and size of such signs be first approved in writing by the Subdivider.

Compost pits, properly constructed and operated without objectionable odor are permitted, but otherwise no trash shall be allowed to accumulate so as to be a detriment to the Land or a fire hazard. No outdoor fires shall be started without permit from the governing authority in control.

Garbage or other waste shall be kept in sanitary containers.

The lighting of tennis courts located within the Land is prohibited.

### 4. BUILDING PLANS

For the purpose of further insuring the development of The Land as a residence of high standards, the Subdivider reserves the power to control the buildings, structures and other improvements placed on The Land.

Whether or not provision therefor is specifically stated in any conveyance of The Land made by the Subdivider, the owner or occupant of The Land, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall or other structure shall be placed upon The Land unless and until the plans and specifications therefor and the plot plan have been approved in writing by the Subdivider. Each such building, wall or structure shall be placed on the premises only in accordance with the plans and specifications and plot

OFF  
REC 10329 PG 960

plan so approved. Refusal of approval of plans and specifications by the Subdivider may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Subdivider shall seem sufficient. No alteration in the exterior appearance of the buildings or structures shall be made without like approval. All buildings or other structures must be designed and supervised by an architect registered in the State of Florida.

Should the Subdivider fail to approve or disapprove the plans and specifications submitted to it by the owner within thirty (30) days after written request therefor, then such approval shall not be required; provided, however, that no building or other structure shall be erected or shall be allowed to remain on the Land which violates any of the covenants or restrictions herein contained.

5. MINIMUM SIZE OF RESIDENCE

The floor areas of any residence erected on The Land shall not be less than 2,000 square feet, exclusive of garages, unglazed porches, unroofed screened patios, loggias or similar spaces, and exclusive of any accessory buildings.

6. ONE RESIDENTIAL SITE

The Land shall constitute one building site and the same may not be divided nor subdivided so as to create additional building sites without the written approval of the Subdivider.

7. DRAINAGE

No changes in elevations of The Land shall be made which will cause undue hardship to adjoining property.

8. WELL WATER

No individual wells shall be permitted on The Land except for irrigation, sprinkler systems or swimming pools.

9. OWNER MUST BE VOTING MEMBER OF CLUB

The grantee of The Land must be a voting member of Snapper Creek Lakes Club, Inc., and as such voting member is familiar with and agrees to abide by the rules, regulations, restrictions and objects of said Club. It is a condition of the estate conveyed that the Grantee shall not give, convey or in anywise transfer the property conveyed to any person not at the time of such transfer, gift or conveyance a voting member of said Club, it being expressly understood and agreed that a similar condition has been made by the predecessors of grantor in all other conveyances of similar property in the Subdivision (with the exception of Tract A) the purpose of this and such other conditions being to insure to the grantee and all other members of Snapper Creek Lakes Club, Inc., and to the Club itself that the Club property and other property in said Subdivision (with the exception of Tract A) and The Land shall at all times be occupied by a colony of congenial persons and the further purpose of benefitting lands in the Subdivision and The Land.

In cases where the Grantee is a corporation, one stockholder in such Grantee-corporation must be a voting member and all other stockholders must be non-voting members of Snapper Creek Lakes Club, Inc., (unless already a voting member by reason of ownership of another lot), and the bylaws and stock certificates of such Grantee-corporation must provide that the stock in said corporation is transferrable only to voting members or non-voting members of Snapper Creek Lakes Club, Inc.

-4-

OFF  
REC 10329 PG 961

The Grantee expressly stipulates and agrees for himself and for his heirs, executors, administrators, legal representatives and assigns, and if a corporation, for its successors and assigns, that in the event proceedings are instituted to foreclose any mortgage on The Land, the Grantor and its successors and assigns shall have the right to redeem from the mortgage for the amount due thereunder, or to purchase said property at the foreclosure sale for the amount found to be due the mortgagee in the foreclosure proceedings, should the mortgagor fail to redeem from such mortgage, and in case of such redemption by the Grantor, the Grantor, its successors and assigns, so redeeming shall take and have absolute fee simple title to the property redeemed, free from any claim or right of the Grantee, his heirs or assigns, or its successors or assigns, or the mortgagor, and every person or concern claiming by, through or under him or it.

Any deed or conveyance directly or indirectly, and whether by way of will or judicial proceedings or otherwise, in violation of this covenant, limitation or restriction, shall be void and of no effect.

PROVIDED, HOWEVER, that nothing herein contained shall preclude a bank, a savings and loan association or an insurance company from holding a mortgage on property on The Land and such bank, savings and loan association or insurance company shall have unrestricted and absolute right to take title to the said property in settlement and satisfaction of the said mortgage, or to foreclose the said mortgage in accordance with the terms thereof and the Laws of the State of Florida, and to bid upon the said property at the foreclosure sale, and, if the successful bidder, to take title thereto, and to sell the said property to any person, firm or corporation whether or not a member of Snapper Creek Lakes Club, Inc., subject, however, to the right of Subdivider to redeem or purchase at foreclosure sale as hereinabove provided, and subject to option to purchase contained in Protective Covenant No. 11.

#### 10. REMEDIES FOR VIOLATIONS

In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under the Subdivider, or by virtue of any judicial proceedings, the Subdivider, and the owners of lots in the Subdivision or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the Subdivider shall have the right, whenever there shall have been built on The Land any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any of the restrictions herein contained shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

#### 11. GRANTOR'S OPTION TO PURCHASE IF SOLD

In the event that the Grantee desires to sell The Land, then said property shall be offered for sale to the Grantor at the same price at which the property is about to be sold, and the said Grantor shall have fifteen (15) days within which to exercise its option to purchase said property; and should the Grantor fail or refuse (within fifteen (15) days after receipt of notice of the price and terms at which said

property is about to be sold) to exercise its option to purchase said property at the price at which it is about to be sold, then the owner of said property shall have the right to sell said property subject to each and every restriction, covenant, limitation and agreement herein contained.

#### 12. ADDITIONAL RESTRICTIONS, RIGHT TO AMEND

The Subdivider may include in any contract or deed hereafter made, any additional restrictive covenants and the Subdivider may, in its sole discretion, modify, amend or add to these Protective Covenants; provided, however, that any such additional restrictive covenants or modifications or amendments thereto shall not affect the lien of any mortgage then encumbering the Land nor shall affect the rights and powers of any such mortgagee.

#### 13. DURATION OF RESTRICTIONS

The foregoing agreements, covenants, restrictions and conditions shall constitute an easement and servitude in and upon The Land running with The Land and shall be deemed for the benefit of all the lands in the Subdivision; and they shall be and remain in full force for twenty-five (25) years from the 1st day of January, A.D., 1979, at which time they shall be automatically extended for successive periods of ten (10) years each unless by vote of a majority of the then owners of the residential lots of this Subdivision it is agreed to change them in whole or in part.

#### 14. ANNUAL MAINTENANCE CHARGE

The Board of Governors of Snapper Creek Lakes Club, Inc., shall have the right and power to subject the properties situated in the Subdivision and The Land and parks to an annual maintenance charge, the amount of which said charge shall be annually determined by Snapper Creek Lakes Club, Inc., but in no event shall exceed the sum of One Hundred Ninety Dollars (\$190.00) per lot in any one year.

The said maintenance charge funds may be used as follows:

A. For lighting, improving, and maintaining the streets and dedicated right of way areas maintained for the general use of the owners and occupants of land included in the Subdivision and The Land.

B. For operating and maintaining any storm water drains now or hereafter constructed in said Subdivision and The Land that are not or will not be under the direct supervision of the state or county.

C. For collecting and disposing of garbage, ashes and rubbish.

D. For employing policemen and watchmen.

E. For doing any other things necessary or desirable to keep the property neat and in good order, and to eliminate fire hazards, or which may be of general benefit to the owners or occupants of the land included in said Subdivision and The Land.

The said maintenance charge shall constitute a lien upon all lots in the Subdivision and upon The Land in favor of Snapper Creek Lakes Club, Inc., to secure the payment of said maintenance charges due and to become due. The said annual maintenance charge shall be due and payable

on the first day of March each year, and such charges as have not been paid on or before the first day of June in such year shall be deemed delinquent and shall bear interest thereafter at the rate of eight per cent (8%) per annum.

15. EXCEPTIONS

The following shall constitute exceptions to these Declaration of Protective Covenants:

A. The restrictions herein contained in Paragraph 2 and Paragraph 5 shall be inapplicable to the existing frame building fronting on Old Cutler Road originally the "Maude Black residence" insofar as said building presently violates the terms hereof.

B. The owners of The Land may desire to convey to Dade County or to dedicate to the public the plat or otherwise a portion of The Land adjoining Old Cutler Road for highway or other public purposes. Upon such conveyance or dedication these Protective Covenants become inapplicable to the property so conveyed or dedicated.

IN WITNESS WHEREOF, the undersigned corporation has caused these presents to be signed in its name by its proper officers, and its corporate seal to be affixed, attested by its Secretary, this 8th day of March, 1979.

WITNESSES:

SNAPPER CREEK LAKES CLUB, INC.

*[Handwritten signatures]*  
\_\_\_\_\_  
\_\_\_\_\_

By *[Signature]*  
\_\_\_\_\_  
President

ATTEST: *[Signature]*  
\_\_\_\_\_  
Secretary

STATE OF FLORIDA  
COUNTY OF DADE

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ROBERT SCHUH and T. HUNTER PRYOR, being President and Secretary, respectively, of SNAPPER CREEK LAKES CLUB, INC., a Florida non-profit corporation, to me known to be the persons described in and who executed the foregoing Declaration of Protective Covenants and acknowledged before me that they executed the same voluntarily.

WITNESS my hand and seal in said County and State this 8th day of March, 1979.

*[Signature]*  
\_\_\_\_\_  
Notary Public, State of Florida at Large

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES 12/31/1979  
BONDED THROUGH GENERAL INSURANCE



OFF REC 10329 PG 964



AGREEMENT

COMES NOW the holder of that certain mortgage dated April 20, 1978 and recorded May 1, 1978 in Official Records Book 10020, Page 1531, under Clerk's File No. 78R-112210, of the Public Records of Dade County, Florida, encumbering the property described in the Protective Covenants aforesaid and does hereby agree to the imposition of said Protective Covenants and that the imposition of said Protective Covenants is not a violation of the said note and mortgage.

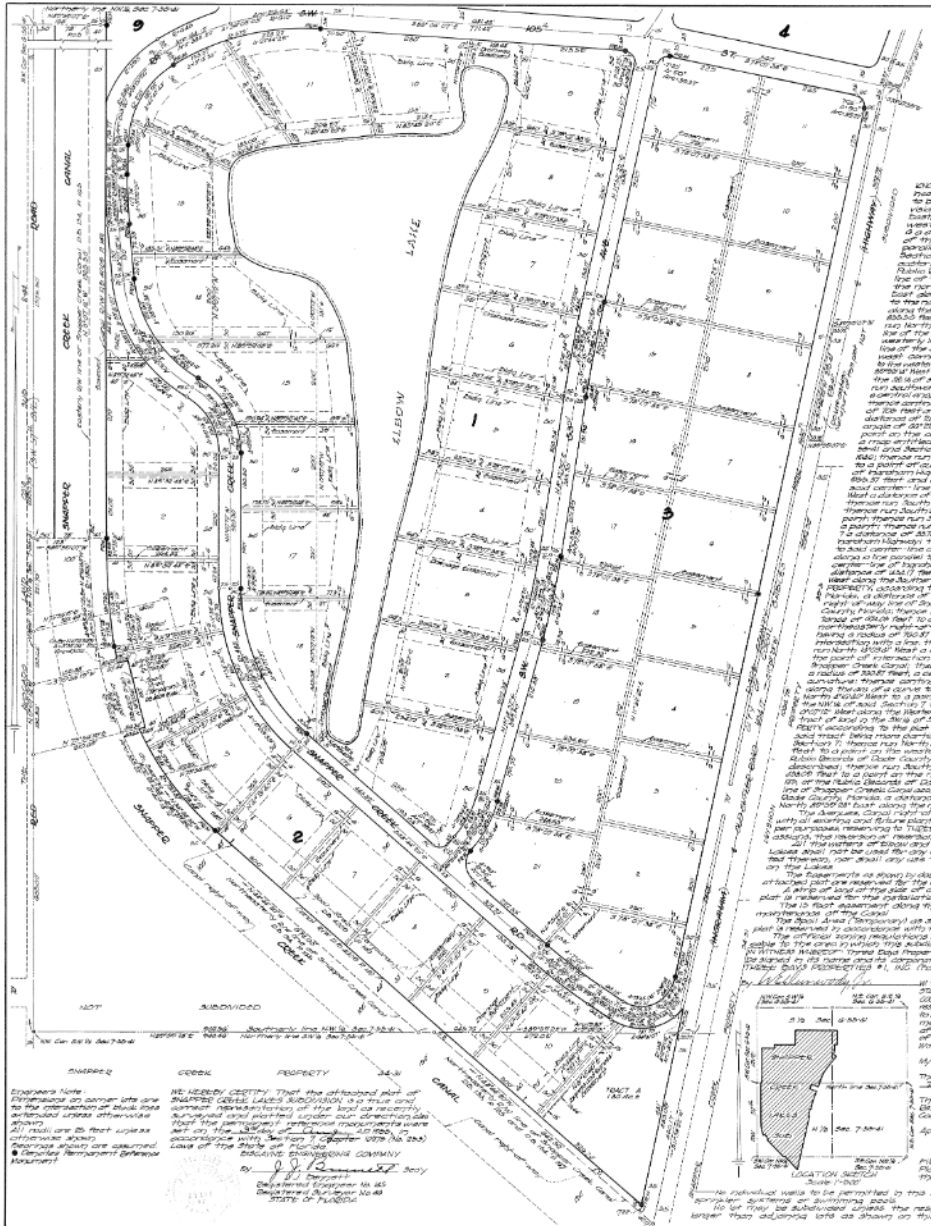
WITNESS my hand and seal on this 8th day of March, 1979.

David M. Blount Jr.

Carlton W. Cole  
CARLTON W. COLE

RECORDED IN OFFICIAL RECORDS BOOK  
OF DADE COUNTY, FLORIDA.  
RECORD VERIFIED  
RICHARD P. BRINKER,  
CLERK CIRCUIT COURT

SNAPPER CREEK LAKES SUBDIVISION



ORDERED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA, IN A PUBLIC HEARING HELD ON THE 15th DAY OF OCTOBER, 1966, AT 10:00 A.M. IN THE BOARD ROOM OF THE COUNTY COMMISSIONERS' OFFICE, 1000 BAY STREET, MIAMI, FLORIDA.

FOR THE REASON THAT THE ABOVE DESCRIBED SUBDIVISION IS IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 170, F.S., AS AMENDED, AND THE ORDINANCES OF DADE COUNTY, FLORIDA, RELATIVE TO THE SUBDIVISION OF LAND.

IT IS HEREBY ORDERED THAT THE ABOVE DESCRIBED SUBDIVISION BE APPROVED AND THE NECESSARY RECORDS BE FILED IN THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

WITNESSED MY HAND AND SEAL OF OFFICE ON THE 15th DAY OF OCTOBER, 1966.

COMMISSIONER OF PUBLIC RECORDS, DADE COUNTY, FLORIDA

APPROVED AND ORDERED: BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA

CHIEF CLERK OF BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA

DEPUTY CLERK OF BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA

CLERK OF BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA

DEPUTY CLERK OF BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA

CLERK OF BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA

DEPUTY CLERK OF BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA

CLERK OF BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA

DEPUTY CLERK OF BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA

CLERK OF BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA

DEPUTY CLERK OF BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA

CLERK OF BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA

DEPUTY CLERK OF BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA

CLERK OF BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA

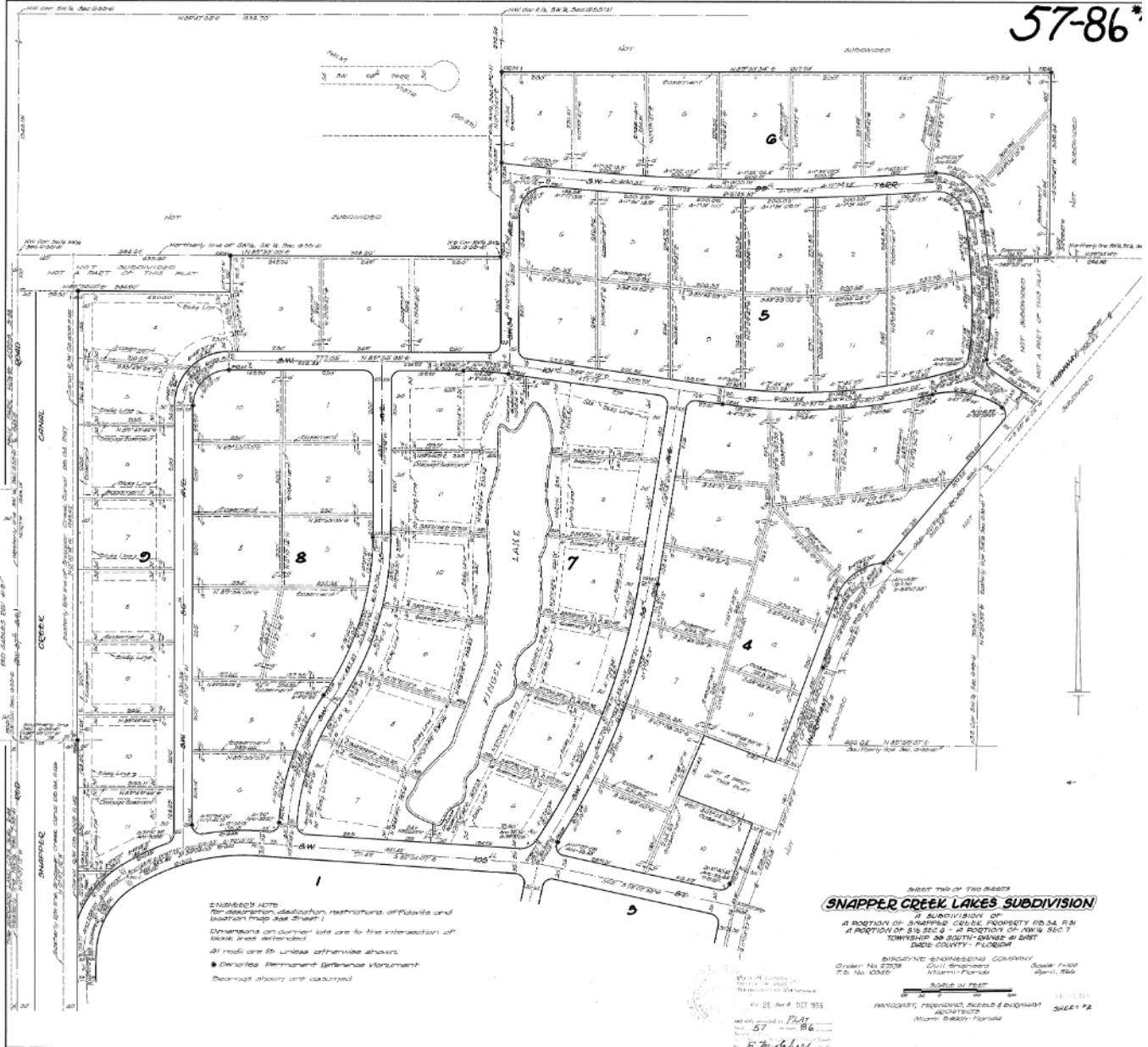
WE HEREBY CERTIFY THAT THE ATTACHED PART OF SNAPPER CREEK LAKES SUBDIVISION IS A TRUE AND CORRECT REPRESENTATION OF THE LAND AS RECORDED AND PARTIAL UNDER OUR SUPERVISION AND THAT THE NECESSARY RECORDS HAVE BEEN FILED IN THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

ENGINEER'S NAME: [Name] LICENSE NO. [Number] STATE OF FLORIDA

DATE: [Date]



APPROVED AND ORDERED: BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA



ENGINEER'S NOTE:  
 For description, dedication, restrictions, affidavits and location map, see sheet 1.  
 Dimensions on corner lots are to the intersection of block lines extended.  
 All radii are 10' unless otherwise shown.  
 ● denotes Permanent Easement Monument.  
 Bearings shown are calculated.

**SNAPPER CREEK LAKES SUBDIVISION**

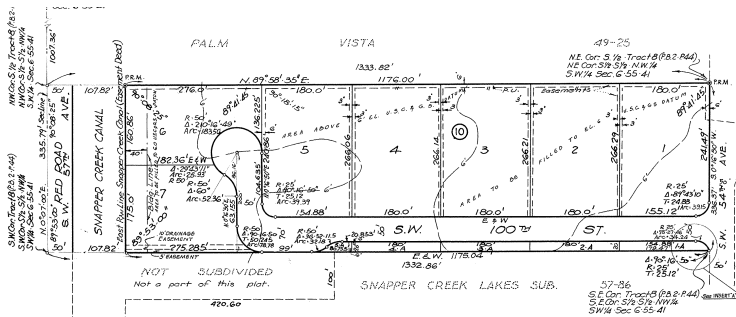
A SUBDIVISION OF  
 A PORTION OF SNAPPER CREEK PROPERTY RD. 34, R/W  
 A PORTION OF 3 1/4 SEC 6 - A PORTION OF NW 1/4 SEC 7  
 TOWNSHIP 30 SOUTH RANGE 41 EAST  
 DEER COUNTY, FLORIDA

ENGINEERING COMPANY  
 Order No. 2708  
 T. S. W. JONES  
 Civil Engineer  
 Martin, Florida  
 Special P.L. 00  
 8/21/55

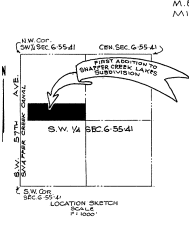
SCALE IN FEET  
 1" = 100'

PLANNED, ENGINEERED, DESIGNED & SUPERVISED BY  
 ARCHITECTS  
 MURPHY BRADY, FLORIDA  
 SHEET #2

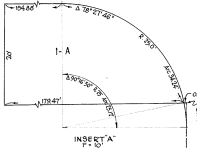
NO. 25, APR. 9, 1955  
 FILED  
 57-86  
 T. S. W. JONES



**FIRST ADDITION TO  
SNAPPER CREEK LAKES SUBDIVISION**  
A SUBDIVISION IN THE S 1/2 OF S 1/4 OF NW 1/4 OF SW 1/4 OF SECTION 6-55-41  
DADE COUNTY, FLORIDA



SCALE IN FEET  
SCALE 1"=100'  
0 50 100 150 200 250



**Engineers Note:**  
\* Denotes R.R.M. set.  
Bearings shown are based  
on an assumed meridian.

I HEREBY CERTIFY that the attached plat of FIRST ADDITION TO SNAPPER CREEK LAKES SUBDIVISION is a true and correct plat of such property as was recently surveyed and platted under my direction. (Also Certify that permanent reference monuments were set the 14th day of Jan. A.D. 1958 in accordance with Section 7, Chapter 10275 (N#253) Laws of the State of Florida.



*M.B. GARRIS*  
Reg. Civil Engineer No 321  
Land Surveyor No 49  
State of Florida.

on Indiana corporation authorized to do business in the State of Florida, has caused to be made the attached plat of FIRST ADDITION TO SNAPPER CREEK LAKES SUBDIVISION, the same being a subdivision of the South 1/2 of Tract 8, Avocado Land Company's Subdivision according to plat thereof recorded in plat book 2 of page 44 of the public records of Dade County, Florida, lying east of the East right of way line of Snapper Creek according to Easement Deed filed October 9, 1956 in the public records of Dade County, Florida under Clerk's File No. 157541.

The STREET and Avenue as shown on the attached plat together with all existing and future planting, trees and shrubbery thereon are hereby dedicated to the perpetual use of the public for proper purposes, reserving to THREE BAYS PROPERTIES INC. (Formerly Three Bays Properties Incorporated), its successors and assigns the reversion or reversions thereof whenever discontinued by law.

This portion of the platting area that is below plat 48 is to be filed to said plat U.S.C. & G.S. Datum. The Easement along the Southern Edge of Lot 10e shown on the attached plat is hereby reserved for the installation and maintenance of public utilities. The Initial Draining Easement as shown on lot 7 on the attached plat is hereby reserved for the installation and maintenance of public utilities. The same may from time to time be changed or amended applicable to the area in which this subdivision is located will be observed. No lot as shown on this plat shall be divided or resubdivided.

IN WITNESS WHEREOF Three Bays Properties Inc. (Formerly Three Bays Properties Incorporated) has caused these presents to be signed in its name by its Vice President and attested by its Assistant Secretary and its corporate seal to be hereunto affixed and with the authority of its Board of Directors this 24th day of February A.D. 1958.

Witnesses:  
*Jackman E. Conroy*  
*Tom J. McLaughlin*  
STATE OF FLORIDA S.S.  
COUNTY OF DADE S.S.

THREE BAYS PROPERTIES INC.  
(Formerly Three Bays Properties Incorporated)  
By *Robert W. Maffey* Vice President  
Attest: *Robert W. Maffey* Assistant Secretary

Before me this day personally appeared *W.E. Dunwoody Jr.* and *Robert W. Maffey*, Vice President and Assistant Secretary respectively of THREE BAYS PROPERTIES INC. (Formerly Three Bays Properties Incorporated) to me well known to be the persons named in and who executed the foregoing instrument and who acknowledged that they executed the same freely and voluntarily, that they affixed the official seal of said corporation, all by and with the authority of the Board of Directors of said corporation and that it is the free act and deed of said corporation.

Witness my hand and official seal this 24th day of February A.D. 1958

My commission expires July 12, 1961  
*Anna Russell Stevens*  
Notary Public State of Florida

This plat was approved by the Dade County Planning, Zoning and Building Department this 26th day of May A.D. 1958.

By *W.E. Dunwoody Jr.* Director.  
This plat was approved and the foregoing dedication was accepted and approved by Resolution No. 2134 adopted by the Board of County Commissioners of Dade County, Florida this 26th day of September A.D. 1958.

Approved: *W.E. Dunwoody Jr.* Signed: *W.E. Dunwoody Jr.*  
County Engineer Chairman of the Board

Attest: *E.B. Leatherman* Clerk of the Circuit Court  
*E.B. Leatherman* Deputy Clerk

Filed for record this 26th day of October A.D. 1958 at 9:34 A.M.  
in Book 67 of Plats of page 22 of the Public Records of Dade County, Florida.  
This plat complies with the provisions of the Laws of the State of Florida and Ordinance No. 5733 of Dade County, Fla.

*E.B. Leatherman*  
Clerk of the Circuit Court  
By *E.M. Schell*  
Deputy Clerk. 58R151050

These boundaries should be used to increase the size of the adjacent lots as shown on the attached plat will be permitted as long as within this subdivision except for impeding swimming pools or air conditioning.

Dade County, Florida, First Addition to Snapper Creek Lakes Subdivision, according to the Plat thereof, as recorded in Plat Book 67, Page 22, of the Public Records of Dade County, Florida, and the parcel of land less the East 35 feet thereof, (the "Black Property") described in Deed Book 10020, Page 1530, of the Public Records of Dade County, Florida; and particularly in protecting the value of the property of the members of the corporation in said Subdivisions and the Black property.

(c) To see that the deed restrictions and all zoning ordinances and regulations applicable to said Subdivisions and the Black Property are duly enforced.

### **ARTICLE III.**

The qualifications for membership in this corporation shall be that the member be of good moral character, and subject to such additional qualifications as shall be prescribed by the by-laws or the Board of Governors.

The membership of this corporation shall consist of voting and nonvoting members, and such other classes of members as the Board of Governors shall from time to time establish. The manner of the admission of member and the terms and conditions of each membership shall be provided

easement must also be obtained. Subject to variations because of differences of natural and finished ground elevations, walls and fences beyond street and waterfront setback lines shall not exceed four feet in height, and in other setback areas, six feet in height.

However, non-habitable structures and tennis court and other fencing exceeding the above height limitation may be erected within a setback area, provided: (1) The plans and specifications therefor including a landscaping plan shall have been submitted to the Club for approval pursuant to the provisions of Covenant 6 of this Declaration; and (2) Notice of such submission for approval together with a copy of the plans and specifications shall have been mailed by the Club by Registered or Certified United States Mail, Return Receipt Requested to each "affected" property owner at said owner's address shown on the books and records of the Club soliciting said owner's approval or disapproval of the proposed plan (except that notice need not be sent to owners whose approval is submitted in advance); and (3) All "affected" owners shall have expressed their approval or disapproval in writing of all plans and specifications and delivered such expressions of approval or disapproval to the Club within sixty (60) days of the date of posting such Notice. (An owner failing to so notify the Club of approval or disapproval within sixty (60) days shall be deemed to have approved the plan); and (4) The Club, having considered the approvals and disapprovals of the "affected" property owners and based upon such consideration and the provisions of and criteria set forth in Covenant 6 of this Declaration shall have approved such plans and specifications except that failure of the Club within thirty (30) days from the expiration of said sixty (60) days' notice period or receipt of approval of all affected property owners, whichever occurs first, to act upon the application shall be deemed approval. For purposes hereof, an "affected" owner shall be an owner of property in the Subdivision which is adjacent to or touching the setback area in which the non-habitable structures and fencing are to be erected and within thirty (30) feet of such non-habitable structures or fencing "across the street" from such fencing if such fencing is to be erected within the set-back area from a street. The Club shall determine what constitutes property "across the street" and such determination shall be based

upon such criteria as in the sole discretion of the Club shall be deemed applicable but shall include considerations of proximity to and visibility of the fencing or non-habitable structures.

### **3. RESTRICTED USE OF LAKES:**

All of the waters of Elbow and Finger Lakes shall inure to the benefit of the owners of land abutting said lakes. The lakes shall not be used for any commercial purpose; no boats or watercraft driven by motor propulsion shall be operated thereon, nor shall any use thereof be made which is objectionable to a majority of the owners of land abutting on the lakes.

started without permit from the governing authority in control.

Garbage or other waste shall be kept in sanitary containers.

#### **6. BUILDING PLANS:**

For the purpose of further insuring the development of the lands in the Subdivision as a residential area of high standards, the subdivider reserves the power to control the buildings, structures and other improvements placed on each lot.

Whether or not provision therefor is specifically stated in any conveyance of a lot made by the subdivider, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall or other structure shall be placed upon such lot unless and until the plans and specifications therefore and the plot plan have been approved in writing by the subdivider. Each such building, wall or structure shall be placed on the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans and specifications by the subdivider may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the subdivider shall seem sufficient. No alterations in the exterior appearance of the buildings or structures shall be made without like approval. All buildings or other structures must be designed and supervised by an architect registered in the State of Florida.

Should the subdivider fail to approve or disapprove the plans and specifications submitted to it by the owner of a lot or lots in the Subdivision within thirty (30) days after

written request therefor, then such approval shall not be required; provided, however, that no building or other structure shall be erected or shall be allowed to remain on any lot which violates any of the covenants or restrictions herein contained.

#### **7. MINIMUM SIZE OF RESIDENCE:**

The floor areas of any residence erected in this Subdivision (exclusive of Tract A) shall not be less than 2,000 square feet, exclusive of garages, unglazed porches, unroofed screened patios, loggias or similar spaces, and



miamidade.gov

**OFFICIAL DOCUMENT****Regulatory and Economic Resources**

Environmental Resources Management

701 NW 1st Court • 7th Floor

Miami, Florida 33136-3912

T 305-372-6600 F 305-372-6893

Permit No: MOP-000083-2023/2024 (A)-GEN  
 Permit Issued To: SNAPPER CREEK MARINA  
 Facility Location: 11190 SNAPPER CREEK RD  
 CORAL GABLES, FL 33156-

Contact Name/Address:  
 Attn: Heather Quinlan  
 SNAPPER CREEK MARINA, INC.  
 11190 SNAPPER CREEK RD  
 CORAL GABLES, FL 33156-

## MARINE FACILITIES ANNUAL OPERATING PERMIT

**DESCRIPTION OF FACILITY/EQUIPMENT**

This document, issued under the provisions of Chapter 24, Miami-Dade County Code (Ordinance Number 89-104), shall be valid from 01-OCT-2023 through 30-SEP-2024. The above named permittee, is hereby authorized to operate the marine facility at the above location which consists of the following:

Recreational Boat Docking Facility.

Combination Wet Slips/Dry Storage.

Fueling Facilities.

Total wet slips: 36

Total dry slips: 31

Total dry storage spaces: 0

Total commercial vessels: 0

Total recreational vessels: 67

Number of liveboards: 0

Days of week in operation: 7

This facility is subject to conditions listed below and in the following pages (if any) of this permit.

**SPECIFIC CONDITIONS**

1. Vessels shall be restricted from mooring in areas designated as a "Mooring Prohibited Area," as depicted in Attachment A of Class I permit CLI-2018-0213. Mooring of vessels anywhere along the canal side of the southernmost finger pier on the west side of the marina, along the canal shoreline that is not a previously authorized slip area, or between the two mooring piles near the north end of the marginal dock shall be strictly prohibited. All vessels shall be moored in designated slip areas previously authorized by DERM. Additionally, the installation of fenders, davits, mooring whips, cleats, or any hardware to facilitate the mooring of vessels in a "Mooring Prohibited Area" is prohibited.
2. The temporary mooring locations, as depicted in Attachment A of Class I permit CLI-2018-0213, shall only be used for short-term mooring, such as loading and unloading, and fueling. No vessels shall be moored on a long-term basis within the temporary mooring locations (i.e. along either side of the pier immediately west of the boat ramp).
3. The mooring of vessels shall be restricted such that a minimum of one (1) foot of clearance is maintained at all times between the marina basin bottoms, and any existing benthic resources, and the deepest part of any vessel moored within the authorized slip areas.

Lisa M. Spadafina, Director  
 Division of Environmental Resources Management (DERM)  
 Miami-Dade County Department of Regulatory and Economic Resources





rdr miami | public hearing notification services

certified lists of property owners within a specific radius + radius maps + mailing labels + mailouts + notice of public hearing site posting  
rdrmiami.com | diana@rdrmiami.com | 305.498.1614

November 24, 2023

City of Coral Gables  
405 Biltmore Way  
Coral Gables, Florida 33134

**Re: Property owners within 1,000 feet of:**  
Snapper Creek Lakes Subdivision - Plat Book 57, Page 86.

This is to certify that the attached ownership list, map and mailing labels are a complete and accurate representation of the real estate property and property owners within 1,500 feet radius of the external boundaries of the subject property listed above, including the subject property. This reflects the most current records on file in the Miami-Dade County Property Appraisers' Office.

Per Section 15-102: Should the radius extend beyond the City limits, notice shall be mailed outside of the City limits only to addresses that are known by reference to the latest ad valorem tax record that are within a five hundred (500) foot radius of the property that is the subject of the application.

The MDCPS Office of the Superintendent, the Principal of the MDCPS physically located within the notice area, the District 6 School Board Member, the School Board Chair and Vice Chair have been added to the list and mailing labels as per City of Coral Gables Res. 2020-245, if applicable.

Per Ordinance 2023-02, Section 15-102: All required mail notice will be sent to the property address and the mailing address per the Miami-Dade Country Property Appraisers website. If the address is the same for both, then only one notice must be sent.

Sincerely,

---

Diana B. Rio

Total number of property owners without repetition: **311, including 0 international\* \*\***

*\*Includes the MDCPS Office of the Superintendent, the Principal of the MDCPS physically located within the notice area, the District 6 School Board Member, the School Board Chair and Vice Chair have been added to the list and mailing labels as per City of Coral Gables Res. 2020-245.*

*\*\*Properties outside of the City of Coral Gables boundaries were found within a 500' radius.*



City of Coral Gables  
Development Services Department

**Affidavit Attesting to Public Notice of Zoning Application**

Property Owner or Authorized Representative: Diana Rio

Property Address and Folio Number(s):

**SUBJECT**: Snapper Creek Lakes Subdivision - Plat Book 57, Page 86

I, as property owner or Authorized Representative of the above described property attest that on (date) N/A, I sent by U.S. Mail to each person on the list of names and addresses attached a true copy of the attached notice letter. I further attest that I have complied with the requirements of Resolution No. 2020-245 and Resolution No. 2020-265 (requiring additional notice to Miami-Dade County Public Schools "MDCPS") as indicated below:

X This application required notice to be sent to MDCPS and I have complied with the additional notice requirements in Resolutions No. 2020-245 and 2020-265.

       This application did not require notice to be sent to MDCPS.


I HEREBY CERTIFY that all information contained in this Affidavit is true and accurate. Under penalty of perjury, I declare that I have read the foregoing document and that the facts stated in it are true. Further, I acknowledge that I am subject to the City's False Claims Ordinance (Ch. 39, City of Coral Gables Code).

Affiant's Printed Name: Diana Rio

Affiant's Signature:  Date: 11/24/2023

**Notary Public Affirmation**

SWORN AND SUBSCRIBED before me, this 24<sup>th</sup> day of November, 20 23, personally appeared Diana Rio, being personally known to me (✓) or having produced as identification \_\_\_\_\_, and who being fully sworn and cautioned, states that the foregoing is true and correct to the best of his/her knowledge and belief.

Signature of Notary: 

Print Name: Mabel Rio

Notary Public Stamp:

My Commission Expires: 12-15-27.

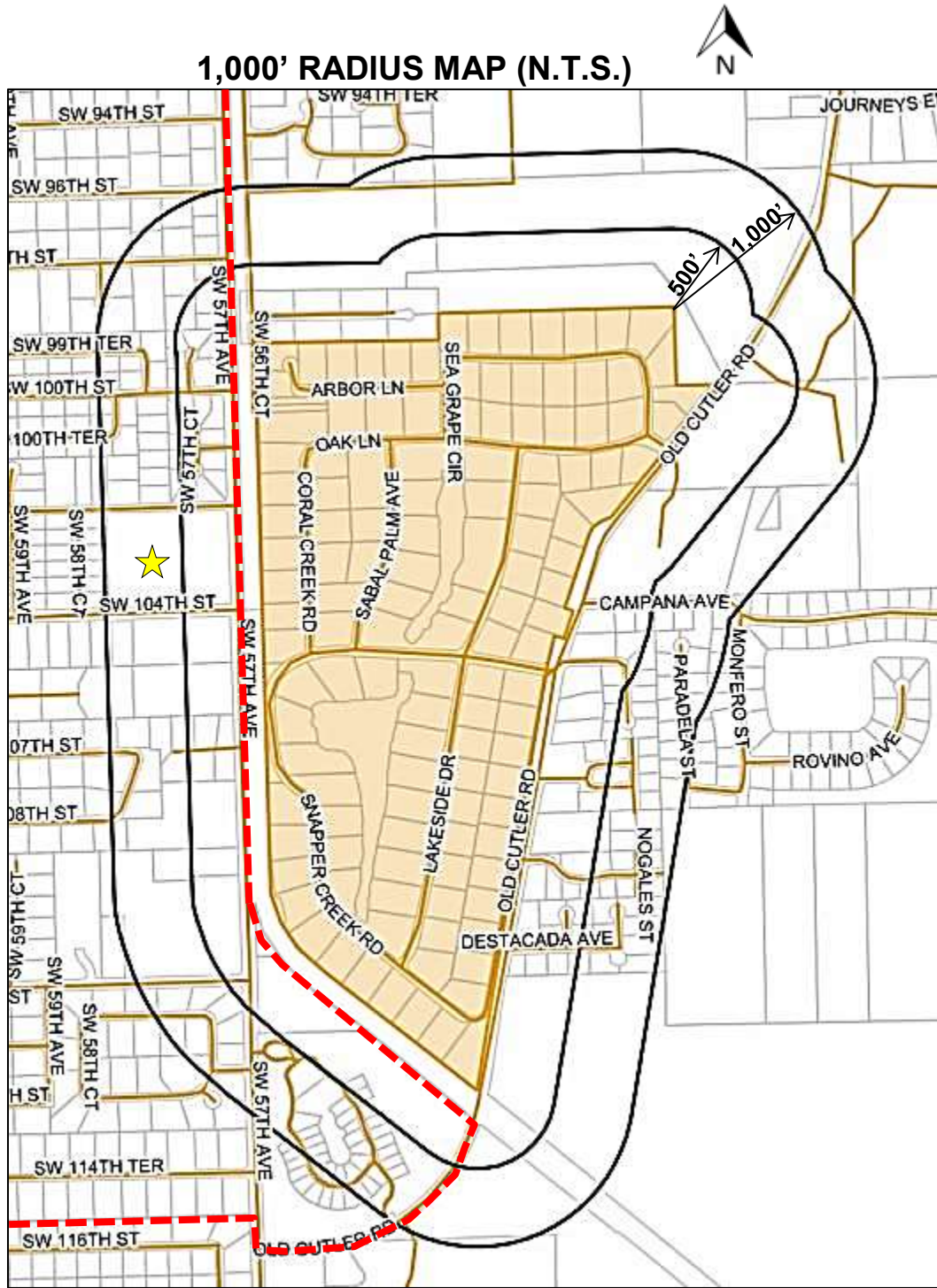


Mabel Rio  
Comm.: HH 456211  
Expires: Dec. 15, 2027  
Notary Public - State of Florida



rdr miami | public hearing notification services

certified lists of property owners within a specific radius + radius maps + mailing labels + mailouts + notice of public hearing site posting  
rdmiami.com | diana@rdmiami.com | 305.498.1614



**SUBJECT:** Snapper Creek Lakes Subdivision - Plat Book 57, Page 86

**LEGEND:**  
CITY OF CORAL GABLES BOUNDARY - - - - - MDCPS ★

## **Statement of Use**

The purpose of this Site Specific Text Amendment is to correct text that is inconsistent with the Protective Covenants and to clarify a provision.

The Snapper Creek Lakes Homeowners Association is requesting a text amendment to its site specific provisions in the Zoning Code.

It has come to the Association's attention that there has been confusion in the City's enforcement of its site specifics and an interpretation that has not been consistently applied. In addition, the site specifics contained errors that were inconsistent with the subdivision's Protective Covenants.

The City has twice approved plans that do not count the swimming pool as an accessory use despite the fact that the Zoning Code lists a swimming pool as an accessory use and nowhere in the site specifics is the swimming pool excluded as an accessory use from the calculations of the rear setback lot coverage. The interpretation is based on a 2013 letter from Miami-Dade County to Marta Salazar-Blanco, Zoning Administrator at the time. The City did not share this letter with Snapper Creek so there are homes built between 2013 and the present where the pool was calculated as an accessory use for the rear setback lot coverage. From 1997 to 2013 the City did calculate the pool as an accessory use for the rear setback lot coverage. This amendment is to clarify the issue that all accessory uses are calculated in the rear setback lot coverage.

## Section A-94 - Snapper Creek Lakes.

The Snapper Creek Section known as Snapper Creek Lakes Subdivision was approved by the City of Coral Gables City Commission for the following: 1) Annexation via Resolution No. 28947 on November 14, 1995 (ratified by Miami-Dade County via Ordinance No. 96-58 on June 26, 1996); 2) Land Use and Zoning Designation via Ordinance No. 3207 on December 7, 1996; and establishment of Site Specific Regulations via Ordinance No. 3249 on May 13, 1997. The following provisions shall apply exclusively to the Snapper Creek Lakes Subdivision single family residences:

- A. Awnings & canopies. Carport canopies and shelter canopies shall be permitted to be free standing.
- B. Building sites. No new building site shall contain less than one (1) fully platted lot and have an area of less than one (1) acre. The minimum lot width of any new building site shall be one hundred twenty-five (125) feet. Platted lots as of the date of annexation within Snapper Creek Lakes shall be exempt from the provisions of Section 14-202.6. Each platted lot shall constitute a separate building site, provided there is no encroachment of any structure(s) into the established setback areas or across property lines. If such encroachment(s) exist(s), then upon removal of same, the platted lot(s) shall be deemed separate building sites.
- C. Ground coverage. No single-family residence shall occupy more than fifteen (15%) percent of the ground area of the building site upon which the residence is erected. In addition, up to five (5%) percent of the rear yard may be used for accessory uses and structures, as allowed and defined in the City of Coral Gables Zoning Code for single family residential use.
- D. Height of buildings. No single-family residence shall exceed a height of two and one-half (2½) stories. In all instances, a single-family residence shall not exceed thirty-five (35) feet above established grade including ridgeline, dome, steeples, towers, and such other similar structures. No subordinate or accessory building permitted by this code as an Auxiliary-Use shall exceed in height the maximum height of the principal building on the building site.
- E. Height of walls and fences. Walls and fences may have a maximum height of six (6) feet; provided that in no case shall a wall or fence violate the triangle of visibility requirements of this code.
- F. Roof-Materials. Roofs of new and existing structures shall use materials which are consistent with the roof materials which have been used for the existing buildings in the Snapper Creek area.
- G. Setbacks-Principal building.
  1. All lots shall provide a minimum front setback of fifty (50) feet.
  2. All lots shall provide a minimum side setback of ~~fifteen (15)~~ thirty (30) feet.

3. All lots which have a side street shall provide a minimum side street setback of ~~twenty-five (25)~~ fifty (50) feet.
4. All lots shall provide a minimum rear setback of ~~twenty-five (25)~~ thirty (30) feet.
5. All lots located on a lake or waterway shall provide a minimum waterfront setback of thirty-five (35) feet.

#### H. Setbacks-Accessory Buildings general.

1. All accessory buildings shall provide a minimum front setback of seventy-five (75) feet.
2. All accessory buildings shall provide a minimum side setback of ~~twenty (20)~~ thirty (30) feet.
3. All accessory buildings located on lots which have a side street shall provide a minimum side street setback of ~~thirty (30)~~ fifty (50) feet.
4. All accessory buildings shall provide a minimum rear setback of ~~seven (7) feet and six (6) inches~~ eight (8) feet.
5. Accessory buildings on lots located on a lake or waterway shall provide a minimum waterfront setback of ~~seven (7) feet and six (6) inches~~ eight (8) feet and shall be limited to gazebos (open on all sides) and generator surrounded by hedges.

#### I. Setbacks-Swimming pools.

1. Swimming pools shall provide a minimum front setback of seventy-five (75) feet.
2. Swimming pools shall provide a minimum side setback of ~~twenty (20)~~ thirty (30) feet.
3. Swimming pools located on lots which have a side street shall provide a minimum side street setback of ~~thirty (30)~~ fifty (50) feet.
4. Swimming pools shall provide a minimum rear setback of ~~seven (7) feet and six (6) inches~~ eight (8) feet.
5. Swimming pools on lots located on a lake or waterway shall provide a minimum waterfront setback of ~~seven (7) feet and six (6) inches~~ eight (8) feet.

#### J. Setbacks -Tennis courts.

1. Tennis courts shall provide a minimum front setback of seventy-five (75) feet.
2. Tennis courts shall provide a minimum side setback of ~~twenty (20)~~ thirty (30) feet.
3. Tennis courts located on lots which have a side street shall provide a minimum side street setback of ~~thirty (30)~~ fifty (50) feet.

4. Tennis courts shall provide a minimum rear setback of ~~seven (7) feet and six (6) inches~~ eight (8) feet.
5. Tennis courts on lots located on a lake or waterway shall provide a minimum waterfront setback of ~~seven (7) feet and six (6) inches~~ eight (8) feet.

K. Setbacks-Screened enclosures.

1. Screened enclosures shall provide a minimum front setback of seventy-five (75) feet.
  2. Screened enclosures shall provide a minimum side setback of ~~fifteen (15)~~ thirty (30) feet.
  3. Screened enclosures located on lots which have a side street shall provide a minimum side street setback of ~~twenty-five (25)~~ fifty (50) feet.
  4. Screened enclosures shall provide a minimum rear setback of ~~six (6)~~ eight (8) feet.
  5. Screened enclosures on lots located on a lake or waterway shall provide a minimum waterfront setback of ~~six (6)~~ eight (8) feet.
- L. As according to the Florida Building Code, where repairs and alterations amounting to more than the prescribed percentage of the replacement value of the existing building are made during any twelve (12) month period, the building or structure shall be made to conform to all Zoning Code requirements for a new building or structure.

(Ord. No. 2022-49, 09/13/2022)

**Section A-94-1 - Snapper Creek Lakes – Tract A.**

- A. The following provisions shall apply exclusively to the Snapper Creek Lakes Subdivision - Tract A – Snapper Creek Lakes boat marina and community center. Except as specified in the following provisions, all requirements of this section and all other applicable requirements of the City of Coral Gables Zoning Code and City Code and federal, state, county governments shall apply.
- B. Permitted uses. The following principal and accessory uses may be permitted on the property:
  1. Private boat marina, boat launching, ground level boat storage and dispensing of fuels and associated boat marina facilities uses approved pursuant to the City of Coral Gables Resolution No. 28947 (Annexation), Ordinance No. 3207 (Land Use and Zoning Designation) and Ordinance No. 3249 (Site Specific Single-Family Regulations).
  2. Private community center.



3. Associated private boat marina accessory uses including:
    - a. Bait and tackle sales.
    - b. Vending machine facilities for the dispensing of food and nonalcoholic beverages located within a building.
    - c. Exterior storage of kayaks, canoes, boat trailers, and non-motorized small boat(s) less than a total of fourteen (14) feet in length.
    - d. Minor customary vessel maintenance and repair.
  4. Awnings and canopies. Awnings/canopies shall be permitted to be as building appendages and/or free standing.
- C. Prohibited uses and operations. The following uses and/or operations shall be prohibited on any portion of the property:
1. Community center third party rental. No portion of the community center may be rented to third parties. The center shall remain as a private facility for use by the members of Snapper Creek.
  2. Dry storage stacking of boats.
  3. Food preparation for distribution to the public.
  4. Mooring or operation of commercial vessels, charter boats or other similar commercial operations.
  5. Overnight stays. No overnight accommodations shall be permitted on any portion of the property.
  6. Rental or leasing of vessels.
  7. Retail sales, professional office and boat repair facilities.
- D. Community center hours of operation for activities and meetings. Activities and meetings within the community center shall be limited to the hours of 8:00 AM to 10:00 PM, daily.
- E. Boat marina. The maximum number of wet marina boat slips shall be ~~thirty-five (35)~~ thirty-six (36) and ~~thirty-two (32)~~ thirty-one (31) ground level dry storage spaces. The marina and all associated boat marina support facilities including but not limited to docks, finger piers, etc. shall satisfy all applicable local, county, state and federal requirements for the operations permitted pursuant to the approvals granted via City of Coral Gables Resolution No. 28947 (Annexation), Ordinance No. 3207 (Land Use and Zoning Designation) and Ordinance No. 3249 (Site Specific Single-Family Regulations). A boat slip as referenced herein is defined as that portion of a pier, finger pier, or float where a boat is moored for the purpose of berthing, embarking or disembarking.
- F. Community center and accessory building regulations.
1. Maximum building capacity. The maximum building capacity may be up to one-hundred-and twenty-five (125) persons.

2. Maximum building square footage(s). A maximum of four-thousand-two-hundred (4,200) square foot building floor area is permitted on the property. Future community center and/or accessory building expansions up to a total of five-thousand (5,000) square feet may be administratively reviewed and approved by the City.
- G. Maximum building height for the community center. A maximum height of two (2) stories, not to exceed thirty-five (35) feet above established grade including ridge line, dome, steeples, towers is permitted.
  - H. Ground coverage. No structure shall occupy more than seven-and-a-half (7.5%) percent of the total ground area of the building site.
  - I. Landscape requirements. A five (5) foot minimum landscape buffer with vegetation shall be maintained the entire length of the property line abutting Old Cutler Bay Road to satisfy all applicable Zoning Code landscape requirements. Landscaping may be located within the Old Cutler Road right-of-way subject to receipt of applicable City encroachments review and approval and other applicable City/County/State review and approval requirements.
  - J. Parking. A minimum of six (6) vehicle parking spaces shall be provided.
  - K. Driveway access aisle width. A minimum of fourteen (14) feet shall be permitted for two-way driveway access from the northern to southern portion of the property.
  - L. Height of walls and fences. Walls and fences may have a maximum height of eight (8) feet; provided that in no case shall a wall or fence violate the triangle of visibility requirements.
  - M. Roof materials. Roofs materials shall be consistent with the roof materials of single family residences in Snapper Creek Lakes Subdivision.
  - N. The community center building shall satisfy as a minimum the following setbacks:
    1. Front (north) - fifteen (15) feet.
    2. Side (west) - fifteen (15) feet.
    3. Side street (east) - eighteen (18) feet.
    4. Rear (south) – two-hundred-and-fifty (250) feet.
    5. Waterfront setback – thirty (30) feet.
  - O. All accessory buildings shall satisfy as a minimum the following setbacks:
    1. Front (north) - fifteen (15) feet.
    2. Side (west) - twenty (20) feet.
    3. Side street (east) – eighteen (18) feet.
    4. Rear (south) - seven-and-a-half (7.5) feet.
    5. Waterfront setback - seven-and-a-half (7.5) feet.

P. All screen enclosure(s) shall satisfy as a minimum the following setbacks:

1. Front (north) - fifteen (15) feet.
2. Side (west) - fifteen (15) feet.
3. Side street (east) - eighteen (18) feet.
4. Rear (south) - twenty (20) feet.
5. Waterfront setback - seven-and-a-half (7.5) feet.

Q. Sanitation facilities or dumpsters shall satisfy as a minimum the following setbacks:

1. Front (north) - fifteen (15) feet.
2. Side (west) - fifty (50) feet.
3. Side street (east) – zero (0) feet.
4. Rear (south) – two-hundred-and-fifty (250) feet.
5. Waterfront setback – fifteen (15) feet.

R. Community center façade mounted building signage. One (1) non-illuminated, fifty (50) square foot façade mounted building sign with a maximum of six (6) inch lettering may be located above the main door of the community center.

**~~Section A-94-2 – Snapper Creek Lakes Sub.~~**

~~Refer to section A-56 Hammock Lakes for applicable site-specific requirements in addition to general code requirements.~~



City of Coral Gables  
Development Services Department

**Affidavit Attesting to Public Notice of Zoning Application**

Property Owner or Authorized Representative:

Laura L. Russo, Authorized Representative

Property Address and Folio Number(s):

11190 Snapper Creek Road, Coral Gables, FL 33156

I, as property owner or Authorized Representative of the above described property attest that on November 30, 2023 I sent by U.S. Mail to each person on the list of names and addresses attached a true copy of the attached notice letter.

I further attest that I have complied with the requirements of Resolution No. 2020-245 and Resolution No. 2020-265 (requiring additional notice to Miami-Dade County Public Schools "MDCPS") as indicated below:

This application required notice to be sent to MDCPS and I have complied with the additional notice requirements in Resolutions No. 2020-245 and 2020-265 .

This application did not require notice to be sent to MDCPS.

I HEREBY CERTIFY that all information contained in this Affidavit is true and accurate. Under penalty of perjury, I declare that I have read the foregoing document and that the facts stated in it are true. Further, I acknowledge that I am subject to the City's False Claims Ordinance (Ch. 39, City of Coral Gables Code).

Affiant's Printed Name: Laura L. Russo

Affiant's Signature: *Laura Russo* Date: 1/3/2024

**Notary Public Affirmation**

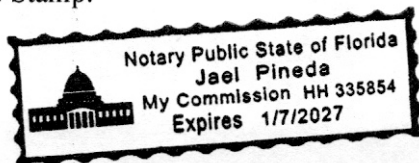
SWORN AND SUBSCRIBED before me, this 3 day of January, 2024, personally appeared Laura L. Russo, being personally known to me ( ) or having produced as identification \_\_\_\_\_, and who being fully sworn and cautioned, states that the foregoing is true and correct to the best of his/her knowledge and belief.

Signature of Notary: *Jaël Pineda*

Print Name: Jaël Pineda

Notary Public Stamp:

My Commission Expires: 1/07/2027



# SNAPPER CREEK LAKES CLUB, INC.

11190 SNAPPER CREEK ROAD

CORAL GABLES, FLORIDA 33156-4216

Alex Quevedo, President  
Alan Fine, Vice President  
Steve Risi, Treasurer

Phone: (305) 661-0505  
Email: SCMDock@bellsouth.net

Via Regular Mail

November 30, 2023

To All Members and Close Neighbors:

Snapper Creek Lakes would like to invite you to a neighborhood meeting for the purpose of introducing a Coral Gables Zoning Code Text Amendment. The amendment is to make some corrections to the Site Specific Zoning Code provisions for Snapper Creek Lakes. In 1996 when Snapper Creek was annexed into the City of Coral Gables, the City passed Ordinance No. 3249. The City used the site specific code provisions for Hammock Lakes. This Text Amendment is to correct this error.

The meeting is scheduled for December 11<sup>th</sup> at 6:30pm in the Snapper Creek Clubhouse at 11190 Snapper Creek Road.

If you have any questions please feel free to call me or join us at the meeting.

Kind regards,

*Heather Quinlan*

Heather Quinlan  
Club Administrator  
Snapper Creek Lakes Club, Inc.  
305-970-8702



City of Coral Gables  
Development Services Department

**Affidavit Attesting to Public Notice of Zoning Application**

Property Owner or Authorized Representative:

Laura L. Russo, Authorized Representative

Property Address and Folio Number(s):

11190 Snapper Creek Road, Coral Gables, FL 33156

I, as property owner or Authorized Representative of the above described property attest that on December 27, 2023, I sent by U.S. Mail to each person on the list of names and addresses attached a true copy of the attached notice letter.

I further attest that I have complied with the requirements of Resolution No. 2020-245 and Resolution No. 2020-265 (requiring additional notice to Miami-Dade County Public Schools "MDCPS") as indicated below:

This application required notice to be sent to MDCPS and I have complied with the additional notice requirements in Resolutions No. 2020-245 and 2020-265 .

This application did not require notice to be sent to MDCPS.

I HEREBY CERTIFY that all information contained in this Affidavit is true and accurate. Under penalty of perjury, I declare that I have read the foregoing document and that the facts stated in it are true. Further, I acknowledge that I am subject to the City's False Claims Ordinance (Ch. 39, City of Coral Gables Code).

Affiant's Printed Name: Laura L. Russo

Affiant's Signature: Jane Russo

Date: 1/3/2024

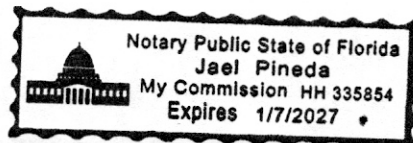
**Notary Public Affirmation**

SWORN AND SUBSCRIBED before me, this 3 day of ~~December, 2023~~ <sup>Jan. 2024</sup>, personally appeared Laura L. Russo, being personally known to me ( ) or having produced as identification \_\_\_\_\_, and who being fully sworn and cautioned, states that the foregoing is true and correct to the best of his/her knowledge and belief.

Signature of Notary: Jael Pineda

Print Name: Jael Pineda

Notary Public Stamp:



My Commission Expires:

1/07/2027



# City of Coral Gables Public Hearing Notice

<b>Applicant:</b>	Laura L. Russo, Esq.
<b>Application:</b>	Zoning Code Text Amendment to Site Specifics
<b>Property:</b>	11190 Snapper Creek Road
<b>Public Hearing - Date/Time/ Location:</b>	<b>PLANNING &amp; ZONING BOARD</b> Wednesday, January 10, 2024, 6:00 p.m. City Commission Chambers, City Hall, 405 Biltmore Way, Coral Gables, Florida, 33134 e-comments: <a href="http://www.CoralGables.GranicusIdeas.com/meetings">www.CoralGables.GranicusIdeas.com/meetings</a>

**PUBLIC NOTICE** is hereby given that the City of Coral Gables, Florida, Planning and Zoning Board will conduct a Public Hearing on **Wednesday, January 10, 2024** on the following applications at the Coral Gables City Commission Chambers, City Hall, 405 Biltmore Way, Coral Gables, Florida:

*An Ordinance of the City Commission of Coral Gables, Florida providing for a text amendment to Appendix A "Site Specific Zoning Regulations," Section A-94 "Snapper Creek Lakes" of the City of Coral Gables Official Zoning Code to include all types of accessory uses in the rear yard ground coverage calculation, to remove outdated Section A-94-2, and to provide consistency with the Snapper Creek Lakes' protective covenants by increasing various setbacks; providing for severability, repealer, codification, and an effective date.*

An application for a Zoning Code text amendment to Section A-94 "Snapper Creek Lakes" has been submitted by Laura L. Russo, Esq. on behalf of the Snapper Creek Lakes Homeowners Association (the "Applicant") to the City of Coral Gables. The intent of the request is to include all accessory structures allowed by the Zoning Code for single-family residences in the rear yard ground coverage calculation. The Applicant also seeks to remove outdated language from the site specific provisions and be consistent with the Snapper Creek Lakes' Protective Covenants by increasing setbacks.

The application request requires review and recommendation by the Planning and Zoning Board at one (1) public hearing, and consideration by the City Commission at two (2) public hearings (Ordinance format).

Additional information may be found at [www.coralgables.com](http://www.coralgables.com). Please forward to other interested parties.

The meeting will also be via Zoom at [www.zoom.us/j/83788709513](https://www.zoom.us/j/83788709513). A dedicated phone line will also be available by dialing: (305) 461-6769, Meeting ID: 837 8870 9513.

Sincerely,

*City of Coral Gables, Florida*



City of Coral Gables  
Development Services Department

**Affidavit Attesting to Notice Posting of Zoning Application**

Property Owner or Authorized Representative:  
Snapper Creek Lakes Club, Inc / Heather Quinlan

Property Address and Folio Number(s):  
11190 Snapper Creek Road

I, as property owner or Authorized Representative of the above-described property attest that on (date) 12/26/23, I posted notice pursuant to Zoning Code Section 15-102.

I further attest that I have complied with the requirements of Administrative Order No. 2022-03, *Uniform Notices Required to be Posted by Applicant*, as indicated below:

- Notice posted on a wooden stake on each street side of the property.
- For frontages 200+ feet, two equally spaced signs posted on each qualifying street side.
- Site conditions prevented the erection of wooden stakes, and therefore the notice was neatly and prominently posted using clear tape on an existing structure or by such other means as would provide reasonable notice to passersby.

I HEREBY CERTIFY that all information contained in this Affidavit is true and accurate. Under penalty of perjury, I declare that I have read the foregoing document and that the facts stated in it are true. Further, I acknowledge that I am subject to the City's False Claims Ordinance (Ch. 39, City of Coral Gables Code).

Affiant's Printed Name: Heather Quinlan  
Affiant's Signature.: [Signature] Date: 12/26/23

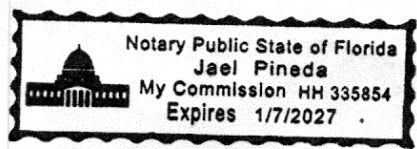
**Notary Public Affirmation**

SWORN AND SUBSCRIBED before me, this 26 day of Dec., 20 23, personally appeared \_\_\_\_\_, being personally known to me (✓) or having produced as identification FL Driver license, and who being fully sworn and cautioned, states that the foregoing is true and correct to the best of his/her knowledge and belief.

Signature of Notary: [Signature]

Print Name: Jael Pineda

Notary Public Stamp:



My Commission Expires: 1/7/2027





rdr miami | public hearing notification services

certified lists of property owners within a specific radius + radius maps + mailing labels + mailouts + notice of public hearing site posting  
rdrmiami.com | diana@rdrmiami.com | 305.498.1614

November 24, 2023

City of Coral Gables  
405 Biltmore Way  
Coral Gables, Florida 33134

**Re: Property owners within 1,000 feet of:**  
Snapper Creek Lakes Subdivision - Plat Book 57, Page 86.

This is to certify that the attached ownership list, map and mailing labels are a complete and accurate representation of the real estate property and property owners within 1,500 feet radius of the external boundaries of the subject property listed above, including the subject property. This reflects the most current records on file in the Miami-Dade County Property Appraisers' Office.

Per Section 15-102: Should the radius extend beyond the City limits, notice shall be mailed outside of the City limits only to addresses that are known by reference to the latest ad valorem tax record that are within a five hundred (500) foot radius of the property that is the subject of the application.

The MDCPS Office of the Superintendent, the Principal of the MDCPS physically located within the notice area, the District 6 School Board Member, the School Board Chair and Vice Chair have been added to the list and mailing labels as per City of Coral Gables Res. 2020-245, if applicable.

Per Ordinance 2023-02, Section 15-102: All required mail notice will be sent to the property address and the mailing address per the Miami-Dade Country Property Appraisers website. If the address is the same for both, then only one notice must be sent.

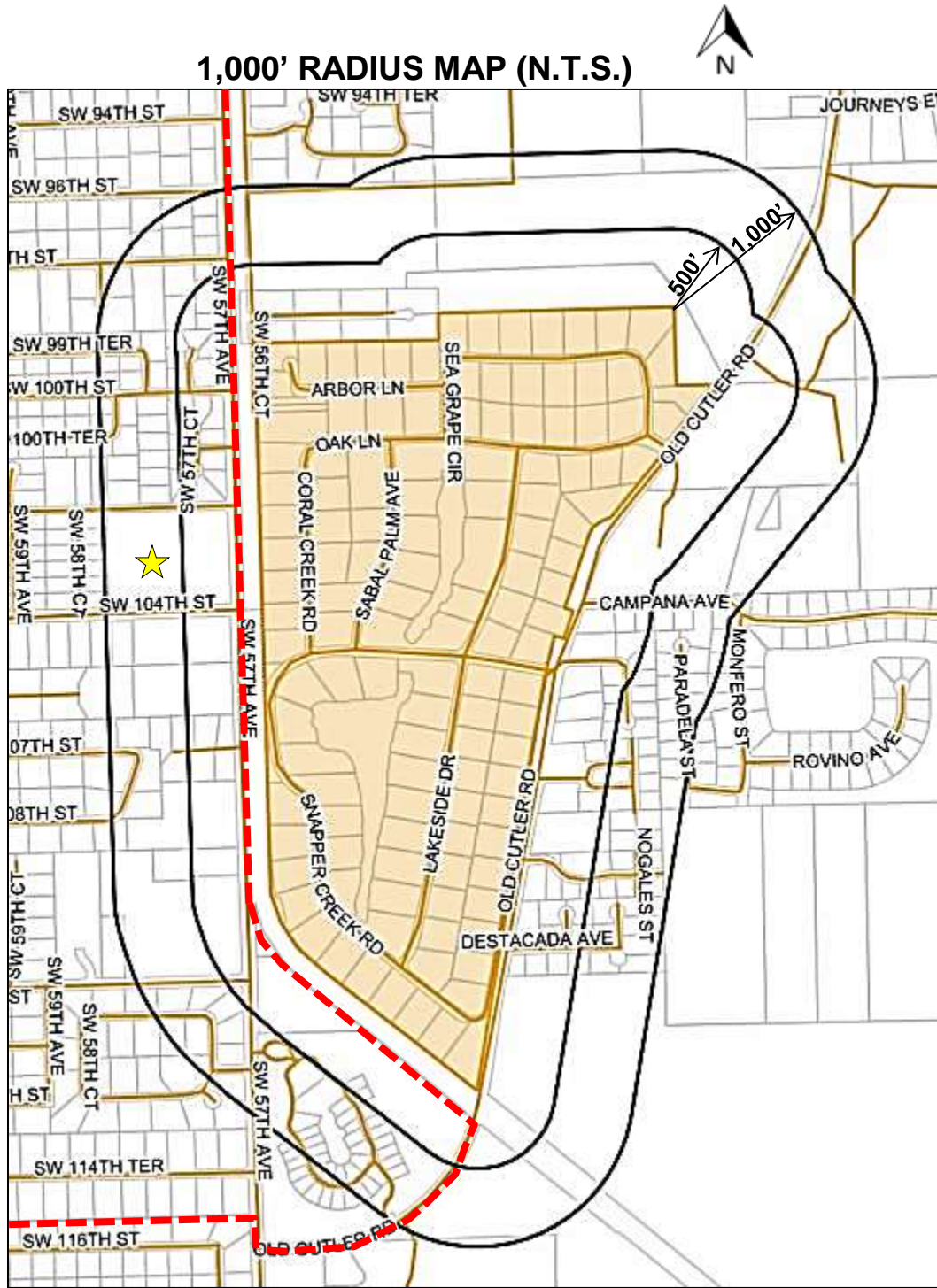
Sincerely,

Diana B. Rio

Total number of property owners without repetition: **311, including 0 international\* \*\***

*\*Includes the MDCPS Office of the Superintendent, the Principal of the MDCPS physically located within the notice area, the District 6 School Board Member, the School Board Chair and Vice Chair have been added to the list and mailing labels as per City of Coral Gables Res. 2020-245.*

*\*\*Properties outside of the City of Coral Gables boundaries were found within a 500' radius.*



**SUBJECT:** Snapper Creek Lakes Subdivision - Plat Book 57, Page 86

**LEGEND:**  
CITY OF CORAL GABLES BOUNDARY - - - - - MDCPS ★

# SNAPPER CREEK LAKES CLUB, INC.

11190 SNAPPER CREEK ROAD

CORAL GABLES, FLORIDA 33156-4216

Alex Quevedo, President  
Alan Fine, Vice President  
Steve Risi, Treasurer

Phone: (305) 661-0505  
Email: SCMDock@bellsouth.net

Via Regular Mail

November 30, 2023

To All Members and Close Neighbors:

Snapper Creek Lakes would like to invite you to a neighborhood meeting for the purpose of introducing a Coral Gables Zoning Code Text Amendment. The amendment is to make some corrections to the Site Specific Zoning Code provisions for Snapper Creek Lakes. In 1996 when Snapper Creek was annexed into the City of Coral Gables, the City passed Ordinance No. 3249. The City used the site specific code provisions for Hammock Lakes. This Text Amendment is to correct this error.

The meeting is scheduled for December 11<sup>th</sup> at 6:30pm in the Snapper Creek Clubhouse at 11190 Snapper Creek Road.

If you have any questions please feel free to call me or join us at the meeting.

Kind regards,

*Heather Quinlan*

Heather Quinlan  
Club Administrator  
Snapper Creek Lakes Club, Inc.  
305-970-8702

Snapper Creek Lakes HOA Neighbors' Meeting  
December 11, 2023  
Club House

The meeting started at 6:45. Nine people showed up. The majority were residents outside of Snapper Creek Lakes. Residents in Snapper Creek were aware of this meeting and had received an email explaining the purpose of the text amendment to them. Concerns were voiced over changes that might affect neighbors outside of Snapper Creek Lakes. Those neighbors were reassured that the changes were only to the site-specific section of the Zoning Code that addressed Snapper Creek Lakes.

We showed a power point presentation that highlighted the lush landscaping in Snapper Creek and that highlighted the changes to the Zoning Code Section A-94 (Snapper Creek Lakes) that are more restrictive than the surrounding neighborhood. A neighbor applauded the move since he lives in Hammock Lakes and the lot coverage there was increased to 25% and he was upset about this.

Some neighbors expressed that the City does not pay attention to this section of the City and they would like to see more involvement from the City.

The meeting concluded at 7:30 pm.