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PROTECTIVE COVENANTS

TO THE PUBLIC:

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REC. 12056 PG 1819

PART A - Preamble

H.G. LAND DEVELOPMENT CO., INC., a Florida Corporation being the owner of the land situate, being and lying in Dade County, Florida and described as follows:

PRINCETONIAN SUBDIVISION SECTION FIVE,
according to the Plat thereof, as recorded
in Plat Book 122 , at Page 86 , of the
Public Records of Dade County, Florida.

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

PART B - Architectural Control

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved.

BUILDING LOCATION

(a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback line shown on the recorded plat. In any event, no building shall be located on any lot nearer than six (6) feet to the front line, or nearer than five (5) feet to any side street line, except that on all lots abutting (Collector and arterial streets) no building shall be located nearer than five (5) feet and five (5) feet

2500

respectively to the street property lines of said street.

(b) No building shall be located nearer than Five (5) feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located Five (5) feet or more from the minimum building setback line. No building shall be located on any interior lot nearer than ten (10) feet to the rear lot line.

(c) For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

1) **MINIMUM SIZE OF RESIDENCE AND LOT AREA AND WIDTH**

No dwelling shall be permitted on any lot at a cost of less than \$40,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,000 square feet for a dwelling of more than one-story.

No dwelling shall be erected or placed on any lot having an area of less than 3,825 square feet.

(2) **EASEMENTS**

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easement area of each lot and all improvements in it shall be

maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

(3) **TELEPHONE AND ELECTRIC POWER UNDERGROUND SERVICE**

All buildings on all lots may be served underground by telephone and electric power services.

(4) **Drainage**

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

(5) **SEWAGE**

No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standard and recommendations of State Health Authority Approval of such system as installed shall be obtained from such authority.

(6) **WATER SUPPLY**

No individual water supply system shall be permitted on any lot, except for use in swimming pools, air conditioners, and sprinkler systems; provided that a central water supply system is being operated in accordance with the requirements of the Florida State Board of Health or any other governmental body having jurisdiction over said central system.

(7) **NUISANCES**



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

(8) **TEMPORARY STRUCTURES**



No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any time as a residence either temporarily or permanently.

(9) **CLOTHES LINES**

No clothes or drying yards shall be so located as to be visible from that portion of the front lot line of any lot between the two sides lines of the dwelling thereon as

extended to the front lot line.

(10) **SIGNS**

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

(11) **OIL AND MINING OPERATIONS**

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

(12) **LIVESTOCK AND POULTRY**

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they not kept, bred, or maintained for any commercial purpose.

(13) **GARBAGE AND REFUSE DISPOSAL**

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(14) **FENCES**

No fence, wall, or other enclosure shall be erected, placed over 4' high within the front of the lot line, and in the case of a corner lot, 0' feet of the side lot line of any residential lot.

(15) **SIGHTS DISTANCE AT INTERSECTIONS**

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot

within the triangular are formed by the street property lines and a line connecting them as points 10 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained are sufficient height to prevent obstruction of such sight lines.

(16) **CARE AND APPEARANCE OF PREMISES**

The structures and grounds of each building lot shall be maintained in a neat attractive manner, or as to conform to the minimum standards as set forth by the Dade County Building and Zoning Department.

PART C - GENERAL PROVISIONS

1. **TERM:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of (30) thirty years from the date these covenants are recorded, after which said covenants shall be automatically extended for successive periods of (10) ten years unless an instrument signed by the owner of a majority of lots (excluding then publicly dedicated tracts) in the described property has been recorded, agreeing to change said covenants in whole or in part.
2. **ENFORCEMENT:** Enforcement shall be proceedings a law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
3. **SEVERABILITY:** Invalidatioon of any of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

PART D - ARCHITECTURAL CONTROL COMMITTEE:

1. **MEMBERSHIP:** The architectural Control Committee is composed of the Board of Directors of PRINCETONIAN HOMEOWNERS

ASSOCIATION, INC. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designate representative shall be entitled to any compensation for services performed to this covenant. At any time, the then record owners of the majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

2. PROCEDURES: The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within (30) thirty days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been full complied with.

EXECUTED at Dade County, Florida this 30th. day of January, 1984.

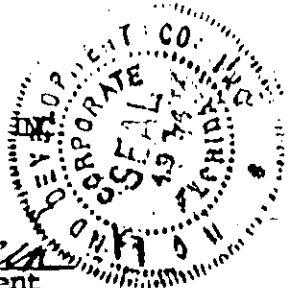
Witness:

[Signature]
[Signature]

H.G. LAND DEVELOPMENT, CO., INC.

By [Signature]
HECTOR J. GARCIA, President

Attests: [Signature]
HECTOR GARCIA, Secretary



STATE OF FLORIDA)
COUNTY OF DADE)

BEFORE ME, the undersigned authority personally appeared HECTOR J. GARCIA and HECTOR GARCIA, to me well known to be the President and Secretary of H.G. LAND DEVELOPMENT, CO., INC., a Florida corporation, and that they acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily under authority vested by said corporation, that they affixed the seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 30th. day of January, 1984, at Miami, Florida, in the County of Dade, State of Florida aforesaid.

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

This instrument prepared by:
DOUGLAS L. GRAHLE, P.A.
1140 West 50th. Street, Suite 207
Hialeah, Florida 33012

[Signature]
Notary Public, State of Florida
at large.

My commission expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES APR 29 1987
BONDED THRU GENERAL INSURANCE UND

