

**COMBINED DECLARATIONS OF PROTECTIVE COVENANTS OF
GABLES ESTATES NUMBER 2,
GABLES ESTATES NUMBER 3,
GABLES ESTATES NUMBER 4,
LOTS 14-21, BLOCK 1 OF COCOPLUM SECTION ONE
AND
LOTS 1-9 OF BLOCK 12 OF COCOPLUM SECTION TWO PLAT "A"**

Covering all of

Gables Estates Number 2, a subdivision of Coral Gables, Dade Count Florida, according to the Plat thereof as recorded in Plat Book 60, at Page 37, of the Public Records of Dade County, Florida. Gables Estates Number 3, a subdivision of Coral Gables, Dade County, Florida, according to the Plat thereof as recorded in Plat Book 65, at Page 66, of the Public Records of Dade County, Florida. Gables Estates Number 4, a subdivision of Coral Gables, Dade County, Florida, according to the Plat thereof as recorded in Plat Book 70, at Page 99, of the Public Records of Dade County, Florida, except Lot 3, Block G of said subdivision. Lots 14-21, Block 1 Of Cocoplum Section One and Lots 1-9 Of Block 12 Of Cocoplum Section Two Plat "A"

KNOW ALL MEN BY THESE PRESENTS, That

WHEREAS, R. Hardy Matheson and Carol J. Matheson, his wife, are the owners in fee simple of lot 3 of Block A, of those certain lands known as and comprising Gables Estates Number 2, a subdivision of Coral Gables, Dade Count Florida, according to the Plat thereof as recorded in Plat Book 60, at Page 37, of the Public Records of Dade County, Florida: and

WHEREAS, Three Bays Properties #2 Inc. and Three Bays Properties #3 Inc., both Florida corporations, are the owners in fee simple of all the remainder of the property in said subdivision; and

WHEREAS, Three Bays Properties #3. Inc., a Florida corporation, is the owner in fee simple of all the property in said subdivision: and

WHEREAS, Three Bays Properties #5, Inc., a Florida corporation, is the owner in fee simple of all property above described; 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 #2 INC. and THREE BAYS PROPERTIES #3 INC., both Florida corporations, their respective successors and assigns.

GRANTEE means the person, or persons, or concern to whom the Subdivider first conveys the lands in Gables Estates Number 2, and his, her, their or its heirs, executors, administrators, personal representatives, successor 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 "GABLES ESTATES NUMBER 2" as shown on the Plat thereof recorded in Plat Book 60, at Page 37, of the Public Records of Dade County Florida.

PLAT means the plat of "GABLES ESTATES NUMBER 2" recorded in Plat Book 60, at page 37, of the Public Records of Dade County Florida.

SUBDIVIDER and GRANTOR mean THREE BAYS PROPERTIES #3 INC., a Florida corporation, its successors and assigns.

GRANTEE means the person, or persons, or concern to whom the Subdivider first conveys the lands in Gables Estates Number 3, 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 nepter as the context may require.

SUBDIVISION means the "GABLES ESTATES NUMBER 3" as shown on the Plat thereof recorded in Plat Book 65, at page 66, of the Public Records of Dade County, Florida.
PLAT means the plat of "GABLES ESTATES NUMBER 3" recorded in Plat Book 65, at page 66, of the Public Records of Dade County, Florida.

SUBDIVIDER and GRANTOR means THREE BAYS PROPERTIES #5 INC. a Florida corporation, its successors and assigns.

GRANTEE means the person, or persons, or concern to whom the Subdivider first conveys the lands in Gables Estates Number 4, and his, her, their or its heirs, executors, administrators, personal representatives, successors and assigns, and all other persons or concerns claiming by, through or under such grantee; and wherever in the instrument the masculine is used it shall include the feminine and neuter as the context may require.

SUBDIVISION means the "GABLES ESTATES NUMBER 4" as shown on the plat thereof recorded in Plat Book 70, at page 99, of the Public Records of Dade County Florida, except Lot 3, Book G thereof.

PLAT means the plat of "GABLES ESTATES NUMBER 4" recorded in Plat Book 70, at Page 99, of the Public Records of Dade County, Florida.

SUBDIVISIONS: Notwithstanding anything else contained herein, "subdivision" as used herein shall refer to the properties located in the following subdivisions: **Gables Estates Number 2** (according to the Plat thereof, recorded in Plat Book 60 at Page 37 of the Public Records of Miami Dade County, Florida, as may have been replatted) with its Declaration of Protective Covenants recorded in Official Records Book 467 Page 106, as amended; and **Gables Estates Number 3** (according to the Plat thereof, recorded in Plat Book 65, at Page 66 of the Public Records of Miami Dade County, Florida, as may have been replatted) with its Declaration of Protective Covenants recorded in Official Records Book 579 Page 1, as amended; and **Gables Estates Number 4** (according to the Plat thereof, recorded in Plat Book 70, at Page 99 of the Public Records of Miami Dade County, Florida, as may have been replatted) with its Declaration of Protective Covenants recorded in Official Records Book 3001 Page 734, as amended; and **Lots 14 – 21, Block 1 of Cocoplum Section One** (according to the Plat thereof, recorded in Plat Book 99, at Page 39 the Public Records of Miami Dade County, Florida, as may have been replatted) with its Declaration of Protective Covenants recorded in Official Records Book 8894 Page 590, as amended; and **Lots 1-9 of Block 12 of Cocoplum Section Two Plat "A"**(according to the Plat thereof, recorded in Plat Book 114, at Page 2 the Public Records of Miami Dade County, Florida, as may have been replatted) with its Declaration of Protective Covenants recorded in Official Records Book 10709 Page 1168, as amended.

All of the Subdivisions listed above are governed by and subject to the restrictions set forth in the Declarations of Protective Covenants covering all of Gables Estates Number 2, at Official Records Book 467, Page 106 of the Public Records of Miami-Dade County, as amended from time to time; the Declaration of Protective Covenants covering all of Gables Estates Number 3, Official Records Book 579, Page 1, as amended from time to time; the Declaration of Protective Covenants covering all of Gables Estates Number 4, Official Records Book 3001, Page 734; the Declaration of Protective Covenants covering all of Lots 14 – 21 Block 1 of Cocoplum Section One, Official Records Book 8894 Page 590, as amended from time to time; and Declaration of Protective Covenants covering all of Lots 1-9 of Block 12 of Cocoplum Section Two Plat "A", Official Records Book 10709 Page 1168, as amended from time to time (collectively, the "Declarations").

The Subdivisions shall also be governed by and subject to all of the restrictions set forth in the Declarations, the By-Laws of Gables Estates Club, Inc., the Charter of Gables Estates Club, Inc. and the Rules and Regulations of Gables Estates Club, Inc., all as may be amended from time to time.

SUBDIVIDER: Notwithstanding anything else contained herein to the contrary, "subdivider" and "grantor" means the Gables Estates Club, Inc. (sometimes referred to as the "Club" herein), a Florida corporation, its respective successors and assigns, which is successor and assign of Three Bays Properties #2, Inc., Three Bays Properties #3, Inc. and Three Bays Properties #5, Inc. for purposes of the Declarations.

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:

Subject to the exceptions hereinafter mentioned, no building or any part thereof may project beyond setback lines, as follows: All lots: 50 feet from edge of waterways and Biscayne Bay; 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, 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 (Gables Estates Club Inc.) and shall be in compliance with prevailing City of Coral Gables Zoning Regulations.

No construction of this type may be erected without written approval of the Gables Estates Club, Inc., 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 high, and in other setback areas, six feet in height, ***provided however, that upon application, Gables Estates Club, Inc. may permit a higher fence or wall in conjunction with the construction or improvement of tennis courts, if, in the judgment of Gables Estates Club, Inc. such construction or improvement shall not interfere with the exposure or view, or reasonable privacy of adjoining or facing property.***

[The following described property shall not be subject to the setback restrictions above set forth: Lots 17 and 22 through 26 inclusive of Block A, but shall only be subject to prevailing City of Coral Gables Zoning Regulations. (Gables Estates 2 Declaration Only)]

3. Building Plans

For the purpose of insuring the development of the lands in the Subdivision as a residential area of high standards, the Gables Estates Club, Inc. 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 Gables Estates Club, Inc., 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, structure, or other improvement shall be placed upon such lot unless and until the plans and specifications therefor and the plot have been approved in writing by the Gables Estates Club, Inc. Each such building, wall, structure, or other improvement shall be placed upon such lots unless and until the plans and specifications therefor and the plot plan have been approved in writing by the Gables Estates Club, Inc. Each such building, wall, structure, or other improvement shall be placed upon the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans and specifications by the Gables Estates Club, Inc. may be based on any ground, including perfectly aesthetic grounds, which in the sole and uncontrolled discretion of The Gables Estate Club, Inc. shall seem sufficient. No Alteration in the exterior appearance of the buildings or structures shall be made without like approval.

4. Landscaping Improvements

Whether or not provision therefor is specifically stated in the conveyance of a lot made by the Gables Estates Club, Inc., the owner or occupant of each and every lot by acceptance of title thereto or by taking possession thereof, covenants and agrees to place landscaping improvements on his lot at a cost of not less than \$500.00 subject to plans and specifications therefor which have been approved by the Gables Estates Club, Inc., within one year after the beginning of his ownership or occupancy. In the event that said owner or occupant fails to place approved landscaping improvements on his lot within the aforescribed period of time, the Gables Estates Club, Inc. shall have the right to enter upon such lot and place landscaping improvements thereon at the expense of the owner or occupant, provided, however, that said expense shall not exceed \$1,000.00 and also provided that such entry shall not be deemed a trespass.

Any amounts expended by the Gables Estates Club, Inc. to place landscaping improvements on a lot pursuant to the provisions of this paragraph shall constitute a charge and lien against said lot until paid by the owner or occupant of said lot. Refusal or approval of landscaping plans and specifications by the Gables Estates Club, Inc. may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Gables Estates Club, Inc. shall seem sufficient. Landscaping improvements need not be designed or supervised by an architect registered in the State of Florida, provided such improvements otherwise meet with the approval of the Gables Estates Club, Inc.

5. Nuisance, Trash

No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any lot hereby conveyed, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that the owner or occupant of any lot shall fail or refuse to keep said lot free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the grantor may enter upon said lands and remove the same at the expense of the owner or occupant and such entry shall not be deemed a trespass.

6. Docks, Boathouses, Waterfront Construction And Shore Contours

No docks, bulkheads, mooring, piling, *davits, boat lifts* or any other construction, shall be erected on or over waterways or Biscayne Bay without the written approval of the Gables Estates Club, Inc. No boathouses or boat shelters of any kind, or any portion thereof shall be constructed on or over waterways or Biscayne Bay. No docks may extend beyond the line of Biscayne Bay 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 waterway shore line more than three feet.

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

7. Minimum Size Of Residence

The floor areas of any residence erected in this Subdivision shall not be less than 3,000 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 a integral unit of land suitable for use as a site for a residence, provided, however, that any site which changes the lots as originally platted:

- (a) shall extend from the fronting street to an existing rear property line, waterway or bay; and
- (b) shall not have a front or rear dimension of less length than contained in the largest adjoining lot shown on the original plat of the Subdivision, and
- (c) shall not leave a substandard lot remaining.

No re-subdivision as herein provided, or otherwise, shall in any event be permitted without the written approval of the Gables Estates Club, Inc.

9. Easements

An easement is hereby reserved by the Gables Estates Club, Inc. for utility or drainage purposes of all lots in the subdivision as indicated by the Recorded Plat of said Subdivision, [and on and across the southerly six (6) feet of Lot I of Block P of the Subdivision, and on and across the northerly six (6) feet of Lot 2 of Block P of the Subdivision. (Only in Gables Estates Club, Inc. No. 4 Declaration)]. 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 Gables Estates Club, Inc., or his assignee, at the expense of said owner

10. Telephone And Electric lower Underground Service

No overhead utility shall be permitted within the Subdivision, with the exception of Casurina Concourse and GABLES ESTATES NO 4 according to the plat thereof recorded on Plat Book 70 at page 99. Electric and telephone service shall be provided by means of underground conduits originating on Old Cutler Road and extending to each lot. Service from the main lines to each building shall likewise be by means of underground conduits.

11. Drainage

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

12. Sewage

Whether or not provision therefor is specifically stated in any conveyance of a lot made by the Gables Estates Club, Inc., the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no septic tanks shall be placed upon his lot unless and until the plans and specifications therefor have been approved in writing by the Gables Estates Club, Inc. In the event that the Gables Estates Club, Inc. or anyone else provides a sewage treatment plant for the service of the subdivision, the owner or occupant of each lot covenants and agrees that no other means of sewage disposal shall be used except that provided for by said sewage treatment plant.

13. Owner Must Be Voting Member Of Club

The grantee of any property in the Subdivision is a voting member of "GABLES ESTATES 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 Gables Estates Number 2, 3 and 4 Subdivision, the purpose of this and such other conditions being to insure the grantee and all other members of "GABLES ESTATES 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 benefiting lands in Gables Estates Number 2, 3 and 4 Subdivision. ***The membership committee shall be instructed to consider among those qualities examined in an applicant, good moral character, congeniality of the applicant and his family, and financially responsible. In no event should any applicant be rejected solely for reasons of race, religion, or color.***

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 nonvoting members of "GABLES ESTATES 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 "GABLES ESTATES 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 Gables Estates Number 2, 3 or 4 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 on the mortgage on 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 the 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 selling grantee, a bank, a savings and loan Gables Estates Club, Inc. or an insurance company or a publicly held regulated financial institution from holding mortgage on property situated in Gables Estates Numbers 2, 3 and 4, Lots 14 through 21 of Block 1 of Cocoplum Section One or Lots 1 through 9 of Block 12 of Cocoplum Section Two Plat "A" Subdivisions and such selling grantee, bank, savings and loan Gables Estates Club, Inc., insurance company or publicly held regulated financial institution 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 subject, however, to the all restrictions set forth in the Declarations and the right of Gables Estates Club, Inc. to redeem or

purchase at the foreclosure sale as hereinabove provided, and subject to option to purchase obtained in Protective Covenant Number 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, 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 continued, shall not be deemed a waiver of the right to do so thereafter as 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.

Each owner, his tenants and guests, and the Club shall be governed by and shall comply with the provisions of the Declarations. If an owner, his or her guest or tenant fail to comply with the terms of this Declarations, the By-Laws, the Charter, Florida Law and/or the Rules and Regulations adopted pursuant thereto, as they may be amended from time to time, and as a result of such failure it becomes necessary for Gables Estates Club or its agent to employ an attorney in order to ensure that the owner, his or her guest or tenant complies with his or her said obligations, then and in such event, the owner will be obligated to reimburse Gables Estates Club, Inc. for the costs of such attorney's fees, regardless of whether or not suit or other legal action was ever instituted.

15. Grantor's Option To Purchase If Sold

In the event that the grantee desires to sell property conveyed in Gables Estates Number 2, 3 or 4 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 to exercise its option to purchase said property; and should the grantor fail or refuse (within fifteen (15) days after receipt of notice to 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. Reserved

17. Duration of Restrictions

The foregoing agreements, covenants, restrictions and conditions shall constitute an easement and servitude in and upon the lands conveyed in Gables Estate Number 2, 3 or 4 Subdivisions 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 1st day of August, 1957, 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 #2, Inc. and Three Bays Properties #3, Inc. may assign any and all their rights, powers, obligations and privileges under this instrument to "GABLES ESTATES CLUB, INC." or any other corporation, association or person.

19. Restrictions Uniform

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

20. Assessments and Collection

Gables Estates Club, Inc., shall have a lien on all the lots in the Subdivisions, to secure the payment of any such annual or special assessments or other charges that are due and to become due or may lawfully be levied by the Board of Governors, together with interest, and costs of collection, if any, including court costs and reasonable attorney's fees at trial and appellate level and the record owners of such lots shall be personally liable for all such charges. Such lien shall be effective from and after the time of recording among the public records of Miami-Dade County, Florida, of a Claim of Lien by Gables Estates Club, Inc. setting forth the amount of each lien as of the date of such statement. All payments upon accounts shall be first applied to interest, then the late fee, then to any costs and reasonable attorney's fees incurred by Gables Estates Club, Inc. and then to the assessment payment first due. The foregoing method of applying payments shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.

In the event any owner fails to pay any assessment, fee or charge within ninety (90) days after the same becomes due and payable, then interest at the highest amount allowable by law shall accrue and the Board shall have the right to charge a late fee in the highest amount allowable by law and to elect on behalf of Gables Estates Club, Inc. either some or all of the following remedies, or any other remedy available under the laws of the State of Florida, which remedies shall not be mutually exclusive, and the election of any

one of such remedies shall not be deemed to be a waiver of any other such remedies: (a) To accelerate the entire amount of any assessment allocable to the lot for the remainder of the calendar year; (b) Foreclosure; (c) Action at law to collect such unpaid assessment(s), plus interest and costs of collection, including court costs and reasonable attorney's fees. The Club may attach rental income for delinquent lots and may withhold approval for the transfer of a lot until all past due amounts.

In the event any pre-litigation mediation or alternative dispute resolution is required by the Florida Statutes, the Gables Estates Club and any owners, tenants or other occupants shall comply with such statutory requirements.

21. Amendment:

An amendment may be proposed by either a majority of the Directors or by twenty-five percent (25%) of the entire voting interests. An amendment may be adopted by a vote of fifty one percent (51%) of the entire voting interests of the Club at a duly noticed meeting at which a quorum is present, or by the written agreement of fifty one percent (51%) of the entire voting interests. Amendments correcting errors, omissions or scrivener's errors may be executed by the officers of the Association, upon Board approval, without need for Association membership vote.

Additional Amendments:

KNOW ALL MEN BY THESE PRESENTS: That THREE BAYS PROPERTIES #2 INC. and THREE BAYS PROPERTIES #3 INC. each being a corporation organized and existing under the laws of the State of Florida, pursuant to the right and power reserved in Declaration of Protective Covenants, recorded October 3, 1957, in Official Records Book 467, Page 106, Public Records of Dade County, Florida, do hereby modify and amend the last three (3) lines of Protective Covenant No. 2 and Protective Covenant No. 7 contained in said Declaration of Protective Covenants to read as follows:

"The following described property shall not be subject to the setback restrictions above set forth:

Lots 17 and 22 through 26, inclusive, Block A, and Lots 7, 16, 23, 24 and 54, Block B, but shall only be subject to prevailing City of Coral Gables Zoning Regulations.

"7. Minimum Size Of Residence.

"The floor area of any residence erected on Lots 32 through 38, inclusive, Block A, of Gables Estates Number 2 Subdivision, according to the plat thereof recorded in Plat Book 60, Page 87, Public Records of Dade County, Florida, shall not be less than 3,000 square feet, exclusive of garages, unglazed porches, unroofed screened patios, loggias or similar spaces, and exclusive of any accessory buildings.

“The floor area of any residence erected on this Subdivision shall be not less than 2750 square feet. Garages attached to and made a part of the main building or structure, and screened porches shall be figured as one-half (1/2) of the square foot area contained therein.

“The method of determining the square foot area shall be to multiply the outside horizontal dimensions of the building or structure.

“Three Bays Properties #2, Inc. and Three Bays Properties #3, Inc. hereby waive the right to reduce the size of the floor area of any residence erected in Gables Estates Number 2 Subdivision below the areas hereinafter provided for.”

THREE BAYS PROPERTIES #3, INC. A corporation organized under the laws of the State of Florida, pursuant to the right and power reserved in declaration of Protective Covenants recorded in Official Records Book 571, Page 1, Public Records of Dade County, Florida, does hereby modify and amend Protective Covenant No. 7 contained in said Declaration of Protective Covenants to read as follows:

“7. Minimum Size of Residence.

“The floor area of any residence erected on Lots 1 through 11, inclusive, and lots 18, 19 and 20, Block E, of Gables Estates Number 3 Subdivision, according to the plat thereof recorded in Plat Book 65, Page 66, Public Records of Dade County, Florida, and Lots A and B, Block E, according to Replats of Lots 12, 13, 14, 15, 16 and 17, Block E, Gables Estates Number 3 Subdivision, recorded in Official Records Book 70, Page 19, Public Records of Dade County, Florida, shall not be less than 3,000 square feet, exclusive of garages, unglazed porches, unroofed screened patios, loggias or similar spaces, and exclusive of any accessory buildings.

“The floor area of any other residence erected in this Subdivision shall be not less than 3045 square feet. Garages attached to and made a part of the main building or structure, and screened porches shall be figured as one-half (1/2) of the square foot area contained therein.

“The method of determining the square foot area shall be to multiply the outside horizontal dimensions of the building or structure.

“Three Bays Properties #3, Inc. hereby waives the right to reduce the size of the floor area of any residence erected in Gables Estates Number 3 Subdivision below the area hereinabove provided for.”

THREE BAYS PROPERTIES #5, INC. A corporation organized and existing under the laws of the State of Florida, pursuant to the right and power reserved in Declaration of Protective Covenants recorded in Official Records Book 3001, Page 734, Public Records of Dade County, Florida, does hereby modify and amend Protective Covenants No. 7 contained in said Declaration of Protective Covenants to read as follows:

“7. Minimum Size of Residence

“The floor area of any residence erected in this Subdivision shall be not less than 3045 square feet. Garages attached to and made a part of the main building or structure,

and screened porches shall be figured as one-half (1/2) of the square foot area contained therein. The method of determining the square foot area shall be to multiply the outside horizontal dimensions of the building or structure.

“Three Bays Properties #5, Inc. hereby waives the right to reduce the size of the floor area of any residence erected in Gables Estates Number 4 Subdivision below the area hereinabove provided for.”

ACTIVE: G20094/268246:1717810_4