This Instrument Prepared by:
Mercedes M. Sellek, Esq.
Rasco, Reininger, Perez & Esquenazi, P.L.
283 Catalonia Avenue
Second Floor
Coral Gables, Florida 33134

(Space reserved for Clerk)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned Owner holds the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A," attached hereto, and hereinafter called the "Property," which is supported by the attorney's opinion, and

WHEREAS, the Owners have filed an application with Miami-Dade County to rezone the Property from Estate Modified District (EU-M) to Four Unit Apartment (RU-3) District to accommodate the development of a private school on the Property; and

IN ORDER TO ASSURE the **County** that the representations made by the owner during consideration of Public Hearing No. 03-3-CZ12-2/02-328 will be abided by the Owner freely, voluntarily and without duress makes the following Declaration of Restrictions covering and running with the Property:

Permitted Uses. Development of the Property shall be restricted as follows:

A. Private School. That said Property shall be developed substantially in accordance with the plans previously submitted and entitled "***Montessori School***" as prepared by Richard C. Watson, consisting of three (3) pages and dated last revised February 20, 2003, said plans being on file with the Miami-Dade County Department of Planning & Zoning; and by reference made a part of this agreement;

B. Attendance and Number of Students. At no time shall more than forty-four (44) students be permitted to attend the private school.

C. School Hours. School hours shall commence between 8:30 a.m. and 9:00 a.m. and shall finish by 6:00p.m.

D. Residential Development. The only other permitted uses on the Property shall be for single family residential dwelling. Such residential dwelling unit shall comply with all applicable Estate Modified District (EU-M) zoning criteria as further set forth in the Code of Miami-Dade County, However, no guest house or garage designed for residential use shall be permitted.

AS OF THE DATE OF THIS COVENANT

(Space reserved for Clerk)

County Inspection. As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

Covenant Running with the Land. This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on the County.

Term. This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by Miami-Dade County.

Modification, Amendment, Release. This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s) of all of the Property, including joinders of all mortgagees, if any, provided that the same is also approved by the Board of County Commissioners or Community Zoning Appeals Board of Miami-Dade County, Florida, or other procedure permitted under the Miami-Dade County Code, whichever by law has jurisdiction over such matters, after public hearing, if required.

Should this Declaration of Restrictions be so modified, amended or released, the Director of the Miami-Dade County Department of Planning and Zoning, or the executive officer of the successor of such Department, or in the absence of such director or executive officer by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the

(Space reserved for Clerk)

services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

Authorization for Miami-Dade County to Withhold Permits and Inspections. In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this declaration is complied with.

Election of Remedies. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

Presumption of Compliance. Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

Severability. Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion

Recording. This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost to the Owner following the adoption by the Miami-Dade County Board of County Commissioners or Community Zoning Appeals Board of a resolution approving the application.

Acceptance of Declaration. The Owner acknowledges that acceptance of this Declaration does not obligate the County in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the Board of County Commissioners and/or any appropriate Community Zoning Appeals Board retains its full power and authority to deny each such application in whole or in part.

[Execution Pages Follow]

(Space reserved for Clerk)

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 2nd day of June, 2003.

Witnesses:

Sign: E. Fernández
Print: ENEIDA FERNANDEZ

Sign: R. Dias
Print: RAMONA DIAS

Charlotte Kassab

Charlotte Kassab

STATE OF FLORIDA)
)SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by Charlotte Kassab who is personally known to me or has produced a Florida driver's license as identification.

Witness my signature and official seal this 2nd day of June, 2003 in the County and State aforesaid.

Loyda M. Herrera
Notary Public, State of Florida

My Commission Expires:

LOYDA M. HERRERA
Notary Public, State of Florida
My comm. exp. Jan. 12, 2007
Comm. No. DD 176974

(Space reserved for Clerk)

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 2nd day of June, 2003.

Witnesses:

Sign: Kathy D Coleman
Print: Kathy D Coleman

Sign: [illegible]
Print: EVELIDA FERNANDEZ

Michael Logue

[illegible]

STATE OF FLORIDA)
)SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by Michael Logue who is personally known to me or has produced a Florida driver's license as identification.

Witness my signature and official seal this 2nd day of June, 2003 in the County and State aforesaid.

Loyda M. Herrera
Notary Public, State of Florida

My Commission Expires:

LOYDA M. HERRERA
Notary Public, State of Florida
My comm. exp. Jan. 12, 2007
Comm. No. DD 176974

EXHIBIT "A"

Legal Description

BEGINNING 200 FEET WEST AND 50 FEET NORTH OF THE SOUTHEAST CORNER OF THE EAST ½ OF THE SOUTHEAST ¼; THENCE CONTINUE WEST 175 FEET, NORTH 200 FEET, EAST 175 FEET, AND 52 FEET TO THE POINT OF BEGINNING; F/K/A LOTS 5 THROUGH 7 AND 16 THROUGH 18, ALVAR SUBDIVISION, PLAT BOOK 144, PAGE 28 IN SECTION 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST, IN THE OFFICIAL RECORDS BOOK OF MIAMI-DADE COUNTY, FLORIDA.

OPINION OF TITLE

MIAMI DADE COUNTY – DEPARTMENT OF PLANNING AND ZONING

With the understanding that this opinion of title is furnished to MIAMI-DADE COUNTY, FLORIDA, Department of Planning & Zoning, as an inducement for the acceptance of a Declaration of Restrictions/Declaration of Use/Unity of Title/Development Agreement/Covenant in Lieu or in compliance with Miami-Dade County Code, it is hereby certified that I have examined Attorney's Title Insurance Fund, Inc. Title Insurance Policy No. OPM-1441741 (the "Policy") covering the period from the Beginning to May 13, 1998 at 9:10 a.m., and Attorneys' Title Insurance Fund, Inc. title update covering the period from the May 11, 2003 through June 26, 2003 at 11:00 p.m., inclusive of the following described property:

SEE ATTACHED EXHIBIT "A"

Basing my opinion on said Policy and Search, we are of the opinion that on the last mentioned date, the fee simple title to the above-described real property was vested in:

MICHAEL LOGUE, a single man and CHARLOTTE KASSAB, a single woman

Subject to the following encumbrances, liens, and other exceptions:

I. **RECORDED MORTGAGES:**

NONE

II. **RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS:**

NONE

III. **GENERAL EXCEPTIONS:**

a. All taxes for the year 2003 and subsequent years.

b. Rights of persons other than the above owners who are in possession.

c. Facts that would be disclosed upon accurate survey.

d. Any unrecorded labor, mechanics' or materialmens' liens.

e. Zoning and other restrictions imposed by governmental authority.

IV. **SPECIAL EXCEPTIONS**

1) Restrictions, conditions, reservations, easements and other matters contained on the Plat of Revised Plat of Coral Gables Riviera Section, Part 13, according to the Plat thereof, as recorded in Plat Book 28, Page 30, of the Public Records of Miami-Dade County, Florida.

2) Easements contained in Deed Book 2003, Page 421 and Deed Book 2187, Page 128, all of the Public Records of Miami-Dade County, Florida.

3) Covenant running with the land in favor of Miami Dade County recorded in Official Records Book 21136, Page 567, of the Public Records of Miami-Dade County, Florida.

Therefore, it is my opinion that the following party(ies) must join in Declaration of Restrictions in order to make the Declaration of Restrictions a valid and binding covenant on the lands described herein:

Name	Interest	Special Exception Number
MICHAEL LOGUE, a single man & CHARLOTTE KASSAB, a single woman	Fee Simple	N/A

I HEREBY CERTIFY that the legal description contained in this Opinion of Title coincides with, and is the same as, the legal description in the proffered, recordable Declaration of Restrictions.

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

Respectfully submitted this 17th day of July, 2003.

MERCEDES M. SELLEK, ESQ.
Rasco, Reininger, Perez & Esquenazi, PL
283 Catalonia Avenue, 2nd Floor
Coral Gables, Florida 33134
Telephone: (305) 476-7100
Florida Bar No. 0961930

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 17 day of ~~June~~ July, 2003, by MERCEDES M. SELLEK who is personally known to me.

Estrella Bateman
Notary Public, State of Florida at Large

NOTARY SEAL

ESTRELLA BATEMAN
Notary Public, State of Florida
Comm. exp. Oct. 14, 2003
Comm. No. CC879767

2884-1/371382.doc

OPINION OF TITLE

TO: MIAMI-DADE COUNTY

With the understanding that this Opinion of Title is furnished to the Miami-Dade County Department of Planning and Zoning as an inducement for the acceptance of a Declaration of Restrictions/Declaration of Use/Unity of Title/Development Agreement/Covenant-in-Lieu or in compliance with Chapter 28, and as an inducement for acceptance of a proposed final subdivision plat covering the real property described herewith, it is hereby certified that we have examined Attorneys' Title Insurance Title Owners Policy No. OPM 1441741 (the "Policy"), which Policy covers the period from the BEGINNING through May 13, 1998 at 9:10 a.m., and an Attorneys' Title Insurance Title update from May 13, 1998, at 9:10 a.m., through **January 24, 2003 at 11:00 p.m.**, inclusive of the following described real property located and situated in Miami-Dade County, Florida:

See Exhibit "A"

Basing my opinion solely on the above-referenced title information, I am of the opinion that on the last mentioned date, the fee simple title to the real property was vested in:

MICHAEL LOGUE, a single man and CHARLOTTE KASSAB, a single woman

Subject to the following encumbrances, liens and other exceptions:

A. **RECORDED MORTGAGES:**

Mortgage in favor of Bank of America, a Federal Savings Bank as recorded in Official Record Book 18101, Page 2381, in the Public Records of Miami-Dade County, Florida.

B. **RECORDED MECHANICS LIENS, CONTRACT LIENS & JUDGEMENTS:**

None.

C. **GENERAL EXCEPTIONS:**

1. Taxes or assessments now or hereafter due.

2. Rights of persons other than the above owners who are in possession or with a right to possession.

3. Encroachments, overlays, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.

4. Any unrecorded laborer's, mechanics', materialmen's, or municipal liens.

5. Any lien provided by Chapter 159, Florida Statutes, or provided by Miami-Dade County Ordinance No. 84-10 in favor of any city, town, village, port authority, etc., for unpaid service charges for services by any water systems, sewer systems, or gas systems serving the land described herein.

6. Zoning and other restrictions imposed by governmental authority.

7. Easements, or claims of easements, not shown in the public records.

8. Any adverse claim to any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.

9. Any unpaid charges due for waste, water and sewer services.

D. SPECIAL EXCEPTIONS:

10. Restrictions, conditions, reservations, easements and oter matters contained in Plat of Revised Plat of Coral Gables Rivera Section Part 13, as recorded in Plat Book 28, Page 30.

11. Easements contained in document recorded in Deed Book 2003, Page 421.

12. Easements contained in document recorded in Deed Book 2187, Page 128.

ALL RECORDINGS REFERENCED HEREIN ARE TO THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Therefore, it is my opinion that the following parties must join in the agreement in order to make the agreement a valid and binding covenant on the lands described herein.

NAME	INTEREST	SPECIAL EXCEPTION NO.
MICHAEL LOGUE, a single man and CHARLOTTE KASSAB, a single woman	Owner	N/A
Bank of America	Mortgagee	N/A

[Signature Page follows]

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida, and a member in good standing of The Florida Bar.

Respectfully submitted, this 11th day of March, 2003.

Akerman, Senterfitt & Eidson, P.A.

By: _____

Stephen M. James, Esq.
One SE Third Avenue
Miami, Florida 33131
(305) 755-5806
Florida Bar No. 0176940

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 11th day of March, 2003, by Stephen M. James, who is personally known to me.

Blanca E. Fernandez

Name: Blanca E. Fernandez
Notary Public State of Florida
My Commission Expires: 6/25/04

Blanca E Fernandez
My Commission CC948697
Expires June 25, 2004

EXHIBIT "A"

Legal Description

BEGINNING 200 FEET WEST AND 50 FEET NORTH OF THE SOUTHEAST CORNER OF THE EAST ½ OF THE SOUTHEAST ¼; THENCE CONTINUE WEST 175 FEET, NORTH 200 FEET, EAST 175 FEET, AND 52 FEET TO THE POINT OF BEGINNING; F/K/A LOTS 5 THROUGH 7 AND 16 THROUGH 18, ALVAR SUBDIVISION, PLAT BOOK 144, PAGE 28 IN SECTION 30, TOWNSHIP 54 SOUTH, RANGE 41 EAST, IN THE OFFICIAL RECORDS BOOK OF MIAMI-DADE COUNTY, FLORIDA.

This instrument was prepared by:

Name: Stephen M. James, Esq.
Address: Akerman Senterfitt & Eidson
One Southeast Third Avenue, 28th Floor
Miami, Florida 33131

(Space Reserved for Clerk of the Court)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned, Michael Logue and Charlotte Kassab (collectively the "Owners"), hold the fee simple title to that certain parcel of land, which parcel is legally described in Exhibit "A" to this Declaration (the "Property");

WHEREAS, the Owners have filed an application with Miami-Dade County to rezone the Property from Modified Estate (EU-M) District to Four Unit Apartment (RU-3) District to accommodate the development of a private school on the Property;

NOW, THEREFORE, in order to assure Miami-Dade County that the representations made by the Owner during consideration of Public Hearing No. Z2002-0328 (the "Application") will be abided by, the Owners freely, voluntarily and without duress, make the following Declaration of Restrictions covering and running with the Property:

1. **Permitted Uses**. Development of the Property shall be restricted to the following:

   A. Private School. If a private school is developed on the Property, it shall be in substantial accordance with the plans entitled "Montessori School" as prepared by Richard

This instrument was prepared by:

Name: Stephen M. James, Esq.
Address: Akerman Senterfitt & Eidson
One Southeast Third Avenue, 28th Floor
Miami, Florida 33131

(Space Reserved for Clerk of the Court)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned, Michael Logue and Charlotte Kassab (collectively the "Owners"), hold the fee simple title to that certain parcel of land, which parcel is legally described in Exhibit "A" to this Declaration (the "Property");

WHEREAS, the Owners have filed an application with Miami-Dade County to rezone the Property from Modified Estate (EU-M) District to Four Unit Apartment (RU-3) District to accommodate the development of a private school on the Property;

NOW, THEREFORE, in order to assure Miami-Dade County that the representations made by the Owner during consideration of Public Hearing No. Z2002-0328 (the "Application") will be abided by, the Owners freely, voluntarily and without duress, make the following Declaration of Restrictions covering and running with the Property:

1. **Permitted Uses**. Development of the Property shall be restricted to the following:

   A. **Private School.** If a private school is developed on the Property, it shall be in substantial accordance with the plans entitled "Montessori School" as prepared by Richard

C. Watson, consisting of three (3) pages and dated last revised _____, 2003, said plans being on file with the Miami-Dade County Department of Planning and Zoning, and by reference made a part of this agreement; or

B. Residential Development. If a residential project is developed on the Property, said development shall comply with the requirements of the Miami-Dade County Code as it pertains to the Modified Estate (EU-M) zoning district.

2. **Miscellaneous.**

A. **County Inspection**. As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

B. **Covenant Running with the Land**. This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at the Owner's expense, in the public records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the undersigned Owners, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the public welfare.

C. **Term**. This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date

that this Declaration is recorded, after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by Miami-Dade County.

D. **Modification, Amendment, Release**. This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the then, owner(s) of that portion of the Property, including joinders of all mortgagees, if any, provided that the same is also approved by the Board of County Commissioners or Community Zoning Appeals Board of Miami-Dade County, Florida, or other procedure permitted under the Miami-Dade County Code, whichever by law has jurisdiction over such matters, after public hearing, if required.

Should this Declaration of Restrictions be so modified, amended or released, the Director of the Miami-Dade County Department of Planning and Zoning, or the executive officer of the successor of such Department, or in the absence of such director or executive officer by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

E. **Enforcement**. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this declaration shall be entitled to recover, in

addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

F. **Authorization for Miami-Dade County to Withhold Permits and Inspections**. In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this Declaration is complied with.

G. **Election of Remedies**. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

H. **Presumption of Compliance**. Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

I. **Severability**. Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect.

J. **Recording**. This Declaration shall be filed of record in the public records of Miami-Dade County, Florida, at the cost to the Owner, following the adoption by the Miami-Dade County Board of County Commissioners or Community Zoning Appeals Board of a resolution approving the Application.

[Execution Pages Follow]

IN WITNESS WHEREOF, we have hereunto set our hands and seal this _____ day of

_____, 2003.

Signed, sealed and delivered in the presence of:

WITNESSES:

Sign: Maria Nieves
Print: MARIA NIEVES

Sign: R. Dias
Print: RAMONA DIAS

Michael Logue

Michael Logue

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 21 day of February, 2003, by Michael Logue, who has produced FL. Driver Lic. as identification and acknowledged before me that he executed same for the purposes therein expressed.

NOTARY PUBLIC:

Sign: Loyda M. Herrera
Print: LOYDA M. HERRERA
My Commission Expires: Jan. 12, 2007

LOYDA M. HERRERA
Notary Public, State of Florida
My comm. exp. Jan. 12, 2007
Comm. No. DD 176974

State of Florida at Large (Seal)

IN WITNESS WHEREOF, we have hereunto set our hands and seal this _____ day of

_____, 2003.

Signed, sealed and delivered in the presence of:

WITNESSES:

Sign: Maria Nieves
Print: MARIA NIEVES

Sign: R. Dias
Print: RAMONA DIAS

Charlotte Kassab

Charlotte Kassab

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

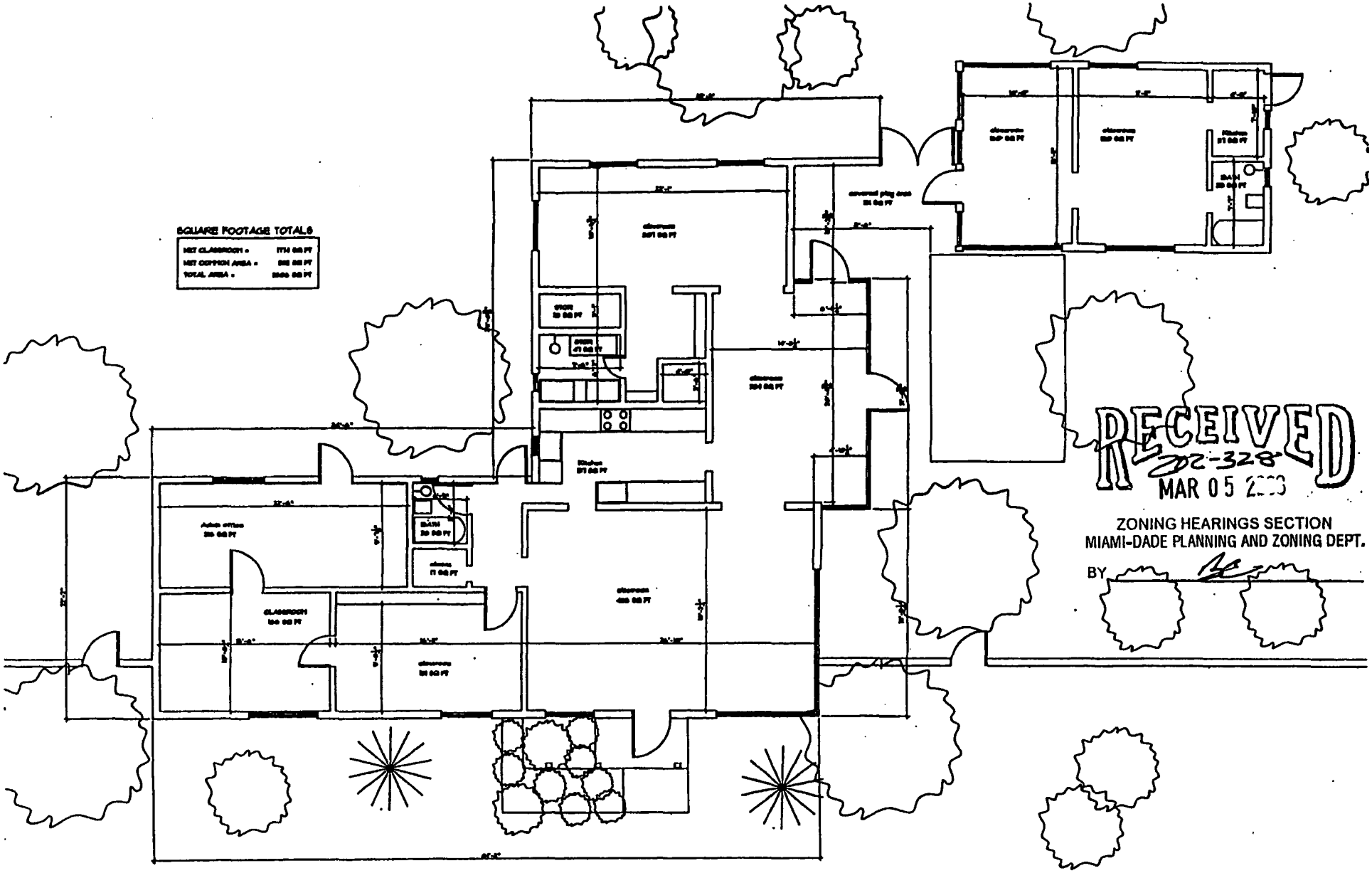
The foregoing instrument was acknowledged before me this 21 day of February, 2003, by Charlotte Kassab, who has produced FL. Driver Lic. as identification and acknowledged before me that she executed same for the purposes therein expressed.

NOTARY PUBLIC:

Sign: Loyda M. Herrera
Print: LOYDA M. HERRERA
My Commission Expires: Jan. 12, 2007

LOYDA M. HERRERA
Notary Public, State of Florida
My comm. exp. Jan. 12, 2007
Comm. No. DD 176974

State of Florida at Large (Seal)



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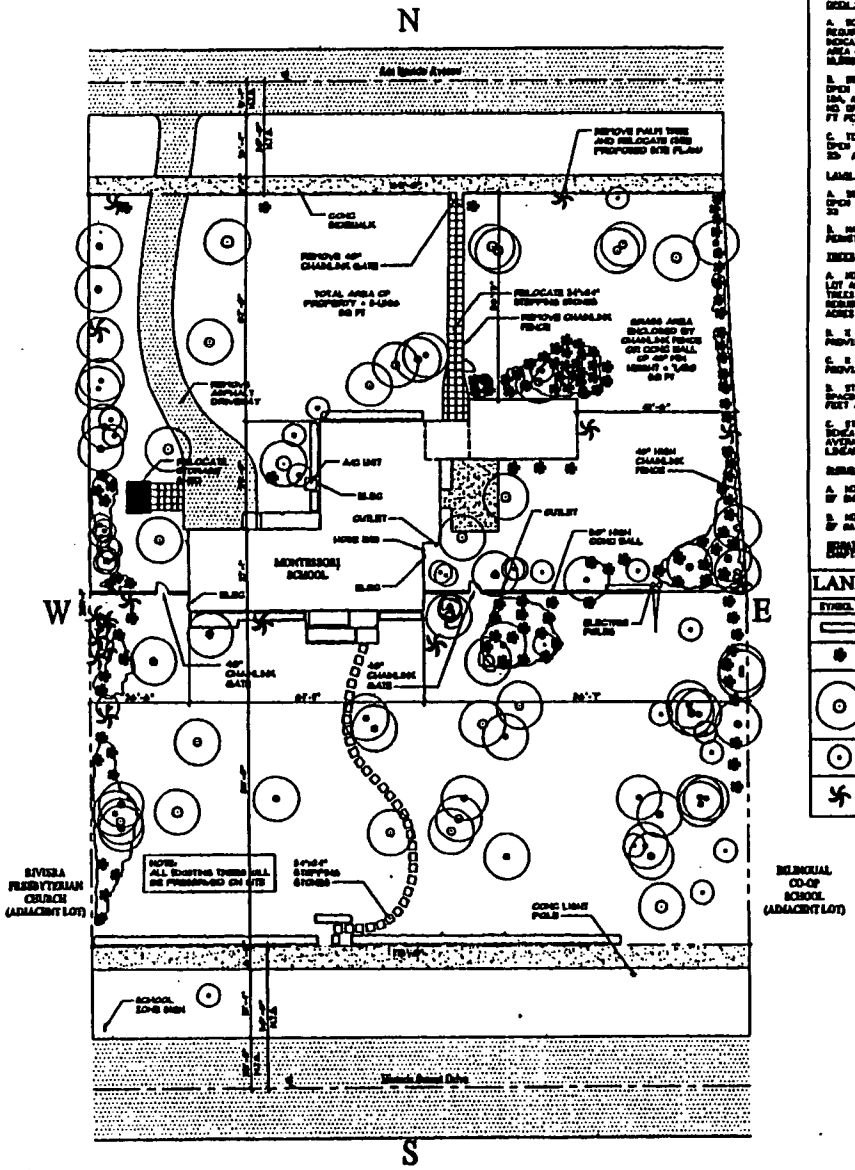
FLOOR PLAN

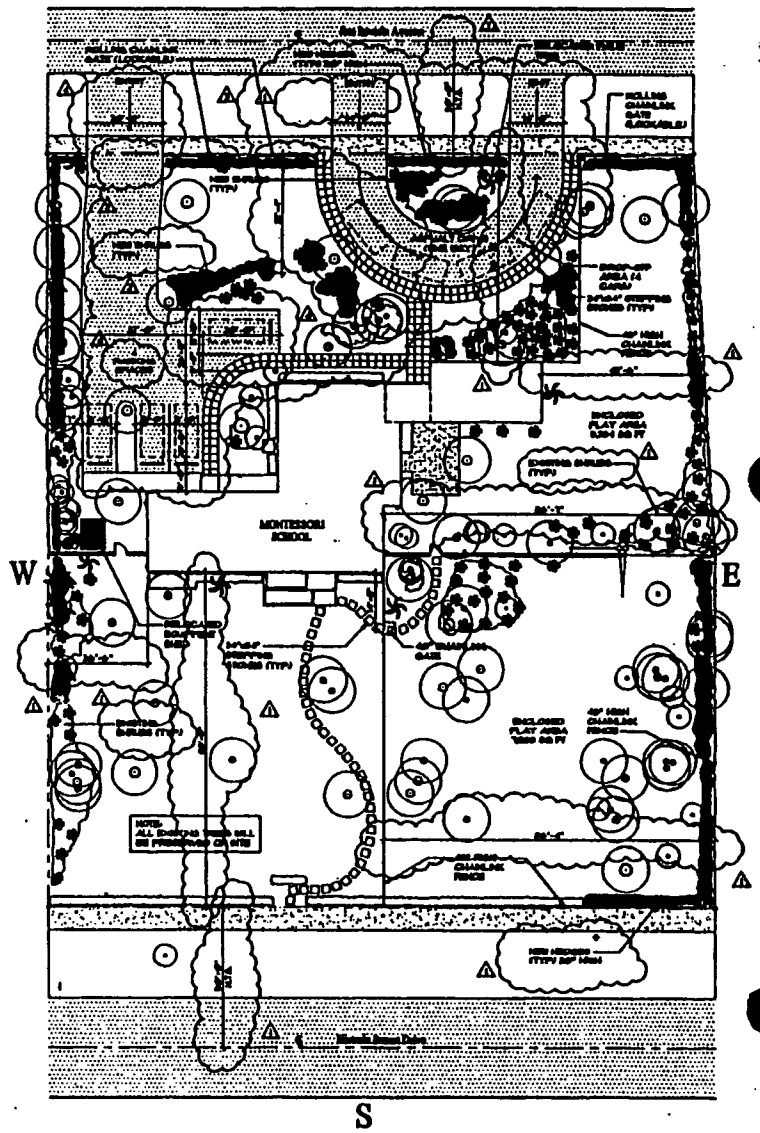
SCALE: 1/4" = 1'-0"



OPEN SPACE	REQUIRED	PROVIDED
A. SQUARE FEET OF OPEN SPACE REQUIRED BY CHAPTER 33, AS INDICATED ON THE SITE PLAN. NET LOT AREA = 34,175 SQ FT × 30% = 10,252.50 SQ FT	10,252.50	12,[illegible]
B. SQUARE FEET OF PARKING LOT OPEN SPACE REQUIRED BY CHAPTER 18A, AS INDICATED ON SITE PLAN. NO. OF PARKING SPACES 65 × 10.50 SQ FT PER PARKING SPACE = 682	682	682
C. TOTAL SQ FT OF LANDSCAPED OPEN SPACE REQUIRED BY CHAPTER 33: A+B = 10,935.50 SQ FT	7[illegible]	7[illegible]
LAND AREA CALCULATION		
A. SQ TOTAL SQ FT OF LANDSCAPED OPEN SPACE REQUIRED BY CHAPTER 33		
B. MAXIMUM LAND AREA COVERED PERMITTED = SQ FT × 0.5	10,[illegible]	11,[illegible]
TREES		
A. NO. OF TREES REQUIRED PER NET LOT ACRE LESS EXISTING NUMBER OF TREES MEETING MINIMUM REQUIREMENTS = 5 TREES × NET LOT ACRES = 5	5 / 3	5 / 3
B. 5 PALMS ALLOWED. NO. TREES PROVIDED / 5 = 20% = 1	1	1
C. 5 NATIVE REQUIRED. NO. TREES PROVIDED × 20% = 1	—	—
D. STREET TREES MAXIMUM AVERAGE SPACING OF 30' O.C.: 300 LINEAR FEET ALONG STREET / 30 = 10	10	10
E. STREET TREES LOCATED DIRECTLY BENEATH POWER LINES MAXIMUM AVERAGE SPACING 25' O.C.: 0 LINEAR FEET ALONG STREET / 25 = 0	0	0
SHRUBS		
A. NO. TREES REQUIRED × 10 = NO. OF SHRUBS ALLOWED	70	320
B. NO. SHRUBS ALLOWED × 50% = NO. OF NATIVE SHRUBS REQUIRED	37	200
IRRIGATION PLAN IF REQUIRED BY CHAPTER 33	YES	YES

LANDSCAPE SYMBOL LEGEND

SYMBOL	PLANT NAME	NATIVE	CALIPER	HEIGHT	QUANTITY
	SHRUBS	NO	—	—	200
	TROPICAL PLANTS	NO	—	—	100
	OAK TREE	YES	—	—	63
	SMALL TREE	NO	—	—	30
	PALM TREE	NO	—	—	25



N EXISTING SITE/LANDSCAPE PLAN
SCALE: 1/16" = 1'-0"

N PROPOSED SITE/LANDSCAPE PLAN
SCALE: 1/16" = 1'-0"

RECEIVED
202-328
MAR 05 2000
ZONING HEARINGS SECTION
MIAMI-DADE PLANNING AND ZONING DEPT.
BY BC