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HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by:

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(Space Reserved for Clerk of the Court)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned, CENTURY PRESTIGE I, LLC (the "Owner"), holds the fee simple title to that certain parcel of land, which is legally described in Exhibit "A" to this Declaration (the "Property");

NOW, THEREFORE, in order to assure the County that the representations made by the Owner during consideration of Public Hearing No. 02-255 (the "Application") will be abided by, the Owner freely, voluntarily and without duress, makes the following Declaration of Restrictions covering and running with the Property:

1. **Density Restriction.**

The maximum number of dwelling units on the Property shall not exceed seventy-three (73) single family dwelling units.

2. **ASPR Approval of Site Development Plans and Lake Excavation(s).**

As a condition precedent to requesting plat approval for the Property, the Owner shall submit a site plan to the Department of Planning and Zoning. The Department shall review said site plan to assure that the design and construction of the project is consistent with the Miami-Dade County Urban Design Manual and guidelines for urban form, as required by the Comprehensive Development Master Plan. The plat for the Property shall

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not be approved until the Owner obtains the Department's approval of a site plan. In addition, the approved site plan shall include any lake excavation(s) proposed on the Property; said lake excavations shall comply with the provisions of Sec. 33-16 of the Miami-Dade County Code.

3. **Urban Design Elements.** Each residential dwelling unit within the Property shall incorporate at least two (2) of the following urban design elements:

- (a) Front Porch with a minimum depth of 7'
- (b) Recessed Garage - a minimum of 30' from the front property line
- (c) Detached Garage
- (d) Vertically proportioned fenestration
- (e) Loggia or Balcony
- (f) Shutters
- (g) Courtyard or Atrium - Minimum area of 150 s.f.

This provision is intended to encourage a variety of housing types and facades throughout the community. As such, no one combination of urban design elements may be incorporated into more than thirty percent (30%) of the total number of units permitted on the Property. The combination of urban design elements may be selected by the owner(s) of the respective dwelling units at the time of purchase, or may be predetermined by the Owners.

4. **Garage Conversions Prohibited.** The conversion of any garage space in the proposed single family homes into living quarters shall be prohibited.

5. **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 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 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 all of the Property affected by the modification, amendment or release, 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. Acceptance of Declaration by Miami-Dade County. The Owner acknowledges and agrees that the acceptance of this Declaration by Miami-Dade County shall not entitle the Owner to a recommendation for approval or an approval of the Application by Miami-Dade County.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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 hereof is deemed invalid, the County shall be entitled to revoke any approval predicated upon the invalidated portion of the Declaration.

K. 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 and the expiration of all applicable appeal periods.

[Signature Page(s) Follows]

EXHIBIT "A"

TRACT 16, LESS THE RIGHT-OF-WAY FOR STATE ROAD 83 (1-75), TOGETHER WITH PORTIONS OF TRACTS 1, 2, 3, 4 AND 5, 'FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1', IN SECTION 9, TOWNSHIP 32 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 17, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 9; THENCE RUN SOUTH 02 DEGREES 38 MINUTES 18 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION 9, FOR 1371.76 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 00 SECONDS WEST, ALONG A LINE PARALLEL WITH AND 254.81 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF SAID TRACT 4, FOR 886.43 FEET, TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUE SOUTH 89 DEGREES 35 MINUTES 00 SECONDS WEST, ALONG THE LAST MENTIONED COURSE, FOR 433.85 FEET; THENCE NORTH 02 DEGREES 38 MINUTES 08 SECONDS WEST, ALONG THE WEST LINE OF SAID TRACTS 5, 4, 3 AND 2, FOR 1243.20 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 38 SECONDS WEST, ALONG THE SOUTH LINE OF SAID TRACT 10, FOR 332.85 FEET, TO A POINT ON A CURVE, SAID POINT BEARS NORTH 38 DEGREES 37 MINUTES 32 SECONDS WEST, FROM THE RADIUS POINT OF SAID CURVE; THENCE NORTHEASTERLY, ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 886.00 FEET AND A CENTRAL ANGLE OF 23 DEGREES 12 MINUTES. 11 SECONDS, FOR AN ARC DISTANCE OF 222.73 FEET, TO A POINT ON SAID CURVE, SAID POINT BEARS NORTH 15 DEGREES 25 MINUTES 21 SECONDS WEST, FROM THE RADIUS POINT OF THE LAST DESCRIBED CURVE; THENCE NORTH 89 DEGREES 37 MINUTES 11 SECONDS EAST, ALONG THE RIGHT-OF-WAY LINE OF STATE ROAD 83 (1-75), FOR 583.11 FEET; THENCE SOUTH 02 DEGREES 38 MINUTES 18 SECONDS EAST, ALONG A LINE PARALLEL WITH AND 885.76 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF SAID SECTION 9, FOR 1342.14 FEET, TO THE POINT OF BEGINNING.

RECORDERS NOTE

The legibility of writing, typing or printing
unsatisfactory in this document when received.