

This instrument was prepared by:  
Tony Recio, Esq.  
Weiss Serota HelfmanPastoriza & Guedes, P.A.  
2665 South Bayshore Drive, Suite 420  
Miami, Florida 33133  
Tel (305) 854-0800

(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

IN ORDER TO ASSURE the **County** that the representations made by the owner during consideration of Public Hearing No. Z2003000078 will be abided by the Owner freely, voluntarily and without duress makes the following Declaration of Restrictions covering and running with the Property:

- Dr* (1) That said Property shall be developed substantially in accordance with the plans previously submitted, prepared by Bellon Millanes Architects, entitled, "Countryside Estates", dated the 2nd day of December, 2003, consisting of pages SP-1, L-1, A-1-A-8, said plans being on file with the Miami-Dade County Department of Planning and Zoning, and by reference made a part of this agreement.
  
- Dr* (2) That said Property shall be developed with a maximum of 37 residential units.



(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 jointers 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 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.** 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 and to decline to accept any conveyance.

**Owner.** The term Owner shall include the Owner, and its heirs, successors and assigns.

[Execution Pages Follow]



**Exhibit "A"**

The NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  less the west 35 feet and less the north 25 feet in Section 14, Township 57 South, Range 38 East.

**OPINION OF TITLE**

**TO: MIAMI-DADE COUNTY**

With the understanding that this Opinion of Title is furnished to Miami-Dade County, Florida, as an inducement for acceptance of a Declaration of Use/Unity of Title/Declaration of Restriction/Development Agreement or in compliance with Chapter 28, and as an inducement for acceptance of Declaration of Restrictions affecting the real property hereinafter described. It is hereby certified that I have examined the Title Search Report issued by Attorneys' Title Insurance Fund, Inc., and an updated title search certified by Attorneys' Title Insurance Fund, Inc., ("Title Search") covering the period from beginning to December 23, 2003, at 11:00 P.M.; inclusive, of the following described real property:

**The NW ¼, of the SW ¼, of the NE ¼, and Less the West 35 feet and Less the North 25 feet for Road, in Section 14, Township 57 South, Range 38 East, lying and being in Miami-Dade County, Florida.**

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

**EMILY DEVELOPMENT LLL, a Florida limited liability company**

Subject to the following liens, encumbrances and other exceptions:

**RECORDED MORTGAGES**

1. None

**RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS**

2. None

**GENERAL EXCEPTIONS**

3. All taxes for the year in which this Opinion is rendered, and subsequent years.
4. Rights or claims of persons other than the above owner who is in possession.
5. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any facts or matters not of record which would be disclosed by an accurate survey and inspections of the premises.



6. Any unrecorded labor, mechanics' or materialmen' liens.
7. Zoning and other restrictions imposed by governmental Authority.

**SPECIAL EXCEPTIONS**

8. None

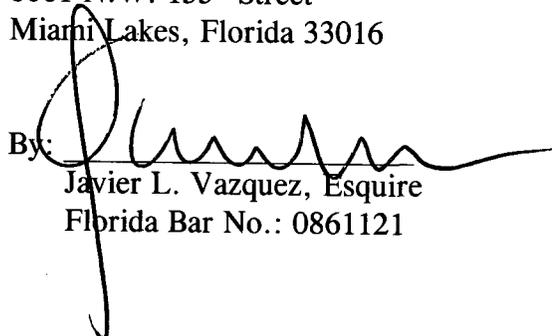
I HEREBY CERTIFY that I have reviewed all the aforementioned encumbrances and exceptions.

I HEREBY CERTIFY that the legal description contained in this Opinion of Title coincides with, and is incorporated within the legal description in the proffered, recordable agreement.

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

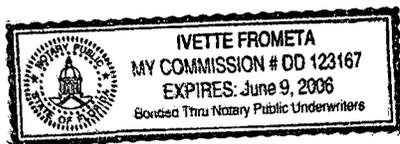
Respectfully submitted this 13 day of January, 2004.

Javier L. Vazquez, Esq.  
Javier L. Vazquez, P.A.  
8061 N.W. 155<sup>th</sup> Street  
Miami Lakes, Florida 33016

By:   
Javier L. Vazquez, Esquire  
Florida Bar No.: 0861121

**STATE OF FLORIDA  
COUNTY OF DADE**

The foregoing instrument was acknowledged before this 13 day of January, 2004, by **Javier L Vazquez**, who is personally known to me.



  
Notary Public  
Printed Name: \_\_\_\_\_

My Commission Expires: