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DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that the undersigned, being the owner, or having some right, title or interest in the following described property, lying, being and situated in Dade County, Florida, to-wit:

THE EAST 185 FT. OF S 1/2 OF S 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4 LESS EAST 35 FEET OF SECTION 4, TOWNSHIP 55 SOUTH, RANGE 40 EAST.

in order to assure the County Commission of Dade County, Florida, that the representations made to it by the owner will be abided by, voluntarily makes the following Declaration of Restrictions covering and running with the above-described real property:

(1) That said property shall be developed substantially in accordance with the spirit and intent of the plans previously submitted, prepared by MARIANO RODRIGUEZ (ARCHITECT) entitled, OFFICE ADDITION FOR PEARLSON CENTER - INCLUDING ZONING CHANGE FOR SANDWICH SHOP IN EXISTING BUILDING. dated the 15th day of MAY, 1982.

(2) ADDITION TO BE RESTRICTED SOLELY FOR USE OF COMMERCIAL BANK.

(3) TO BE RESTRICTED SOLELY FOR SANDWICH SHOP IN EXISTING BUILDING LOCATED AT 8960 S.W. 87th CT. MIAMI, FLA. 33176.

As further part of this agreement, it is hereby understood and agreed that any official inspector of the Dade County Building and Zoning Department, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and investigating 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.

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.

[illegible] shall constitute a covenant running

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 years from the date these covenants are recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of the, then, owner(s) of the real property has been recorded agreeing to change the covenants in whole, or in part, provided that the covenants have first been released by Dade County.

This Declaration of restrictive Covenants 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 of the fee simple title to the lands to be affected by such modification, amendment or release, provided that the same is also approved by the Board of County Commissioners or the Zoning Appeals Board of Metropolitan Dade County, Florida, (whichever by law has jurisdiction over such matters) after public hearing.

Should this Declaration of Restrictive Covenants be so modified, amended or released, the Director of the Metropolitan Dade County Building & Zoning Department, or his successor, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

Enforcement shall be by action at law or in equity against any parties or persons violating, or attempting to violate, any covenants, either to restrain violation or to recover damages. The prevailing party bringing the action, or suit, 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.

Invalidation of any one of these covenants, by judgement or Court, in no wise shall affect any of the other provisions which shall remain in full force and effect.

Signed, sealed, executed and acknowledged this 4 day of

May 1982