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

A/8

This instrument was prepared by:

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Address: Duane Morris LLP
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Suite 3400
Miami, Florida 33131

(Space Reserved for Clerk of the Court)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned, MANUEL C. DIAZ, EMILIA F. DIAZ AND DIAZ LANDSCAPING & NURSERY, INC. (the "Owners"), hold the fee simple title to that certain parcel of land, which is legally described in the attached Exhibit "A," and hereinafter referred to as the "Property."

NOW, THEREFORE, in order to assure Miami-Dade County (or any successor municipal corporation) (the "County") that the representations made by the Owners during consideration of Public Hearing No. Z02-377 (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. **Controlling Site Plan**. The Property shall be developed substantially in accordance with that certain plan entitled "Silver Palm," as prepared by Oliva-Meoz, Architects & Planners, Inc., dated May 20, 2003, dated stamped received May 23, 2003, as amended by sheets dated 11/18/03, date-stamped received 11/19/03, and as further amended by landscaping plan dated November 21, 2003, date stamped received November 25, 2003, as may be modified at the public hearing on the application (the "Plan").



2. **Residential Density Restriction.** The maximum number of dwelling units on the Property shall be a total of 1632 residential units at a maximum density of 5.59 units per gross acre.

3. **Phase in of Development and Build Out Date.**

The Silver Palm Community is to be a cohesive, master planned community which will be built out in seven self sustained neighborhoods. The projected build out date for the total 291.82 acre community is December 2008. To this end, the Owners will limit certificates of occupancy obtained to 350 lots per calendar year from the date of approval of the zoning application; provided, however, if the Owners obtain fewer than 350 certificates of occupancy in any calendar year, the balance available may be added to the certificates of occupancy obtained for the following calendar year or any subsequent year. Owner shall submit yearly reports to the Department of Planning & Zoning, on each anniversary date of the approval of this application indicating the number of certificates of occupancy issued per year and on a cumulative basis.

4. **ASPR Approval of Lakes.** Prior to the application for or the issuance of a building permit for any dwelling units, the Owners shall submit a separate application to the Department of Planning and Zoning for ASPR approval for any lake excavations proposed on the Property. Such lake excavations shall comply with Sec. 33-16 of the Code. The Owners shall obtain such approval of the lake excavations prior to obtaining building permits for any dwelling units within the Property.

5. **Restricted Use of Recreational Facilities.** Except for those Public Park parcels, identified herein under Section 7, which will be open to the public, the Owners agree that the recreational facilities constructed on the Property shall be only for the private use of the residents within the Property and their authorized guests and for the marketing purposes of the Owners.

The Owners shall not offer memberships or other permission to use such recreational facilities to any persons who are not residents of the development.

6. Charter School.

(a) The Plan identifies 7.82 acres (hereinafter collectively the "School Site") designated for the construction and operation of one or more K-12 charter schools, which will provide 1100 student stations, operated under one or more charter(s) from the School Board of the County (hereinafter the "School Board"). Prior to construction of the School Site, the charter school(s) shall be subject to review by the Miami-Dade County Developmental Impact Committee ("DIC") Executive Council under separate application in accordance with procedures for the review of charter schools. The application(s) for such review shall include a Phase I Environmental Assessment and subsurface investigations and, if required, Phase II Environmental Assessment and subsurface investigations prepared by a licensed geotechnical firm. The cost of the Phase I Environmental Assessment and Phase II Environmental Assessment if required, shall be paid for by the Owners.

(b) Prior to seeking the final plat review for any portion of the Property, the Owners shall provide documented proof to the County that a charter application(s) has/have been submitted to the School Board, that such application(s) has/have been granted subject to County review as provided in Section 6(a) hereof, and that a duly qualified charter school operator has been retained, and has committed, to operate such charter school(s) on the School Site. In addition, the Owners, prior to seeking final plat approval on any portion of the Property, shall enter into a separate agreement with the School Board upon approval of the charter school(s)

outlining appropriate operation terms. In the event the charter school(s) is not approved, the Owners shall comply with Section 6(h) hereof.

(c) Prior to obtaining final plat of any portion of the Property, the Owners shall show documented proof to the County that the charter school(s) have been approved by the DIC Executive Council. Should the charter school(s) be comprised of one or more campuses, this provision shall be considered satisfied only if the DIC Executive Council has reviewed and approved the entirety of all of the campuses.

(d) Prior to seeking the issuance of a certificate of occupancy for the 400th residential unit, the Owners shall have obtained certificates of use and occupancy for a charter school(s) providing a minimum of 400 student stations for at least a **minimum** K-5 program. Proof of compliance with this provision shall be in the form of monthly reports submitted by the Owners to the Director, Department of Planning and Zoning, and the School Board specifying the number of certificates of occupancy obtained monthly and the number of certificates of occupancy anticipated to be issued in the following month for residential dwelling units. Monthly reports shall be based upon personal knowledge and shall be sworn and notarized.

(e) Prior to seeking the issuance of a certificate of occupancy for the 800th residential unit, the Owners shall have obtained certificates of use and occupancy for a charter school(s) providing a **minimum** of an additional 400 student stations for grades K – 12. Prior to seeking the issuance of a certificate of occupancy for the 1000th residential unit, the Owners shall have obtained certificates of use and occupancy for a charter school(s) providing an aggregate total of 1100 student stations. Proof of compliance with this provision shall be as set forth in Section 6(d) above. The Owner shall apply for the creation of a special taxing district, create a homeowners association, and/or similar entity approved by Miami Dade County to maintain and

operate the charter school(s) in the event that such maintenance or operation would become necessary. Owners shall be deemed to have complied with paragraph 6 (a)-(e) herein upon completing and opening an 1100 student station charter school.

(f) The charter school(s) shall be operated continuously so long as this Declaration remains in effect subject to (i) any closures due to casualties and/or natural disasters and (ii) changes approved by the County and/or the School Board.

(g) Until all of the aforesated approvals for the charter school(s) has been obtained, and construction of the charter school(s) has commenced, the School Site shall be maintained as open/green space. At no time shall the School Site be used for the location of temporary structures or uses such as but not limited to, construction trailers, sales offices, construction staging areas, or construction storage areas.

(h) In the event that the charter school application(s) is/are not approved by the School Board prior to final plat on any portion of the Property, or in the event the charter school(s) is/are not approved by the DIC Executive Council prior to approval of final plat in any portion of the Property, as referenced above, the Owners shall offer the 7.82 acre School Site for sale to the School Board in accordance to the provisions of a separate covenant between the Owners and the School Board (the "School Board Covenant"), acceptable to the School Board, to be recorded prior to application for final plat approval of any portion of the Property. In the event that the School Board fails to enter into an agreement with the Owners to purchase the School Site pursuant to the School Board Covenant in favor of the School Board, the School Site shall remain as open/green space, and the Owners may proceed with the development of the remainder of the Property as provided herein. If not developed as a charter school(s) or purchased by the School Board, the School Site, which shall then remain open/green space, shall

be landscaped and maintained by the Owners at no cost to the County, in accordance with a landscape plan, to be submitted to and approved by, the Director, Department of Planning and Zoning, prior to final plat approval of any portion of the Property abutting or immediately across the street from the 7.82 acre School Site. Further, in such case the Owners shall apply for the creation of a special taxing district, create a homeowner's association and/or similar entity approved by Miami-Dade County to maintain the School Site in perpetuity open as green space. Notwithstanding any provision herein to the contrary, the then fee simple owners of the school site may offer the School Site for sale to the School Board at any time.

7. Contribution to Parks and Recreation Department.

(a) In addition to the property containing a clubhouse, private parks and 67 acres of private open space, the Owners, their heirs, successors and assigns, in order to meet the future public park needs generated by this development, shall reserve by plat for future public park use to be administered by the Miami-Dade County Park and Recreation Department (the "Department"), the parcels within the Property identified on the plan as:

- "Parcel 1-A: 1(0.82 acres),
2(1.04 acres),
5 (1.11 acres),
- Parcel 1-C: 13 (1.09 acres),
- Parcel 2-E 19 (0.81 acres),
20 (2.00 acres),
- Parcel 2G 21 (6.2 acres),

(the "Public Park Parcels"), and totaling 13.07 acres.

(b) The Public Park Parcels shall be conveyed to the County, at no cost to the County, by warranty deed warranting title by, through and under Owners, in fee simple, free from all

liens and encumbrances, after the recordation of the final plat of any portion of the Property and immediately after request by the Department. Prior to conveyance, the Owners, at their expense, shall provide to the County an Assessment Report(s) prepared by a licensed geotechnical firm, and shall further provide a Phase I Environmental Assessment and a Phase II Environmental Assessment if indicated by such Phase I Environmental Assessment Report. The Public Park Parcels shall be administered by the Department and shall be maintained in perpetuity at no cost to the County through a maintenance program fully funded by an acceptable community development district or special taxing district subject to approval by the County. Maintenance may be performed directly by the Department or by such community development district on special taxing district upon approval of the Department, and at no cost to the Department. If the Public Park Parcels are accepted by the County, the Owners shall provide to the County, in recordable form, a hold harmless and indemnification agreement, in form acceptable to the County, to hold the County harmless from liability for occurrences on the Public Park Parcels. The maintenance program shall include, but shall not be limited to, a guarantee that all recreational improvements are kept in good working order and fully usable by the public. Notwithstanding any other provision contained in this Declaration of Restrictions, the County shall be under no obligation to accept any dedication or conveyance and the right to reject any such dedication or conveyance is expressly reserved to the County.

(c) The Owners shall construct on the Public Park Parcels recreational improvements pursuant to a site plan and specification approved by the Miami-Dade County Parks and Recreation Department. The cost of the improvements shall be at least equal to the Owners' obligation to pay the improvement portion of the Park Impact Fee under Section 33H-7 of the Code of Miami-Dade County, as amended from time to time. The improvements specified in

this section, which lie east of 117 Avenue, shall be completed no later than the issuance of a certificate of occupancy for the 600th residential unit. The remaining public park parcels improvements shall be completed by the time of issuance of a certificate of occupancy for the 1500th residential unit.

(d) The County retains the sole right to accept or reject any parcel of land described in this section in accordance with Section 33H-10 of the Code governing suitability of public park donations.

8. Contribution In Lieu of Road Impact Fees.

The Owners have determined that the Silver Palm Community meets traffic concurrency. Nonetheless, in order to increase road capacity at the intersections of SW 112 Ave and 220, 224, and 232 Streets, the Owners shall apply for and enter into an agreement with the County, pursuant to Section 33E-10 of the Miami Dade County Code and in accordance with the Impact Fee Manual, to have or cause to have all the off-site roadway improvements contained within Exhibit "B" attached hereto open to traffic prior to the issuance of the certificate of occupancy for the 250th residential unit. The improvements listed on Exhibit "B" shall be subject to credit for contribution in lieu of impact fees or roadway improvements at actual construction costs, if authorized and approved pursuant to County code. Those improvements to be constructed or caused to be constructed by the Owners will be subject to review by the County and the Florida Department of Transportation ("FDOT"). The cost of the improvements listed on Exhibit "B" will not exceed 50% of the Owners' proportionate share, as calculated based on the impact fee formula in Section 33E-7 of the Miami Dade County Code, of roadway improvement impact fees. In addition, the Owners will provide a contribution in lieu of road improvement impact fees in an amount not to exceed the remaining 50% balance owed for road improvement impact fees.

This additional 50% balance shall be used for capacity improvements at the intersection of SW 112 Avenue and 248 Street or along the SW 112 Avenue corridor between the Homestead Extension of Florida's Turnpike (HEFT) and US 1. This additional contribution in lieu of road impact fees shall be provided at the time required by the County code for payment of road impact fee. The total contribution in lieu of roadway improvement impact fees will not exceed the Owners' proportionate share as determined by the impact fee formula in Section 33E-7 of the county code. Construction of any improvement is subject to permitting by the appropriate governmental agencies. Any contribution in lieu of impact fees shall be subject to authorization and approval pursuant to the county code.

9. Prohibition of Apartment Units in RU-3M Zones Areas.

The RU-3M zoned area of Silver Palm shall be built with townhouses as defined in Chapter 33 of the code of Miami Dade County and pursuant to the Plan. Notwithstanding the RU-3M zoning classification on any portion of the Property, the Owners will at no time build apartment units at Silver Palm. The Silver Palm Community will be comprised solely of single family homes and townhouses as provided in the Plan.

10. Miscellaneous.

A. County Inspection. As further part of this Declaration of Restrictions, it is hereby understood and agreed that any official inspector of the County (or any successor municipal corporation), 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 of Restrictions on the part of the Owners shall constitute a covenant running with the land and may be recorded, at the Owners' 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 benefit of Miami Dade County and public welfare. Owners, and their heirs, successors and assigns, acknowledge that acceptance of this Declaration of Restrictions does not in any way obligate or provide a limitation on the County.

C. Term. This Declaration of Restrictions 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 of Restrictions 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 Owners(s) of the Property has been recorded agreeing to change this Declaration of Restrictions in whole, or in part, provided that this Declaration of Restrictions has first been modified or released by Miami-Dade County (or any successor municipal corporation).

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, Owners(s) of the Property covered by the proposed 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 the County, or in the event of the incorporation of the area where the Property

is located, by such successor municipal corporation, whichever by law has jurisdiction over such matters, after public hearing. However, any modification, amendment, or release pertaining to the School Site and the common spaces of the Property, including but not limited to the public and non-public park parcels and the clubhouse, shall require a written instrument executed by all the, then, Owners(s) of the Property, including joinders of all mortgages, if any.

E. Should this Declaration of Restrictions be so modified, amended or released, the Director of the 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.

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 of Restrictions 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 attorneys and costs incurred. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

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

J. Severability. Invalidation of any one or more of the provisions of these covenants, by judgment of Court, shall not affect any of the other provisions of these covenants which shall remain in full force and effect. However, if any material portion is invalidated, and such provision is not timely amended or replaced or cannot be timely amended or replaced in an enforceable way with materially the same effect as the invalidated provision, the County shall be entitled to revoke any approval predicated upon the invalidated portion. It shall be owner's obligation to apply for and diligently pursue any such application for amendment or replacement.

K. Recording. This Declaration of Restrictions shall only be filed of record in the public records of the County, at the cost to the Owners, following the adoption by the County Board of County Commissioners or Community Zoning Appeals Board of a resolution approving the Application.

L. **Acceptance of Declaration.** The Owners acknowledge that acceptance of this Declaration of Restrictions does not obligate the County in any manner with respect to the Application, nor does it entitle the Owners to a favorable recommendation or the 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 the Application in whole or in part and to decline to accept any conveyance.

The term "Owners" includes the owners, their heirs, successors and assigns.

[Execution Pages Follow]

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 3RD day of

DECEMBER, 2003.

By: *Manuel C. Diaz*
Manuel C. Diaz

Sworn to and subscribed before me this 3RD day of DECEMBER, 2003.
Affiant is personally known to me or has produced _____ as
identification.

Gilda Zubizarreta
(Notary Public)
My commission expires 7/19/06



Gilda Zubizarreta
My Commission DD123738
Expires July 19, 2006

By: *Emilia F. Diaz*
Emilia F. Diaz

Sworn to and subscribed before me this 3RD day of DECEMBER, 2003.
Affiant is personally known to me or has produced _____ as
identification.

Gilda Zubizarreta
(Notary Public)
My commission expires 7/19/06



Gilda Zubizarreta
My Commission DD123738
Expires July 19, 2006

Diaz Landscaping & Nursery, Inc.

By: *Manuel C. Diaz*
Name: Manuel C. Diaz
Title: President

Sworn to and subscribed before me this 3RD day of DECEMBER, 2003 by
Manuel C. Diaz as President of Diaz Landscaping and Nursery, Inc. Affiant is personally known
to me or has produced _____ as identification.

Gilda Zubizarreta
(Notary Public)
My commission expires 7/19/06



Gilda Zubizarreta
My Commission DD123738
Expires July 19, 2006

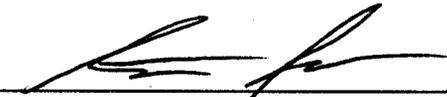
JOINDER

Fremont Investment & Loan, a California industrial bank ("Lender"), hereby executes this Joinder as of December 2, 2003, for the purpose of evidencing its consent to the foregoing Declaration of Restrictions dated as of December _____, 2003 (the "Restrictions") by and among Manuel C. Diaz, Emilia F. Diaz and Diaz Landscaping & Nursery, Inc. By this consent, Lender assumes no responsibility or liability for any of the terms or provision of the Restrictions; provided, however, that if Lender or any other party obtain an ownership, beneficial or long-term leasehold interest in any portion of the Property, all terms, agreements and provisions of this Declaration of Restrictions shall be binding upon the parties obtaining such interest. Lender further agrees that the lien in force and effect of that certain Mortgage and Fixture Filing dated as of March 26, 2003, executed by Manuel C. Diaz, Emilia F. Diaz and Diaz Landscaping & Nursery, Inc., and recorded on April 2, 2003, at ORB 21142, at Page 3250 of the Public Records of Miami-Dade County, Florida, and all amendments thereto (the "Mortgage") hereby is made subject and subordinate to the Restrictions. No modification or amendment of the Restrictions shall be binding upon Lender or subordinate to the lien of the Mortgage without the prior written consent of the Lender.

IN WITNESS WHEREOF, these presents have been executed this 2nd day of December, 2003.

WITNESSES:

**FREMONT INVESTMENT AND LOAN,
a California industrial bank.**



Signature

Nathan Joho

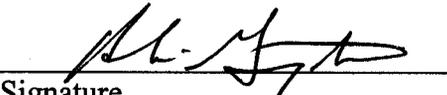
Print Name

By: 

Signature

Matthew Gannon - Assistant Vice President

Print Name / Title



Signature

Andre Gonzalez

Print Name

EXHIBIT "A"
LEGAL DESCRIPTION OF SUBJECT PROPERTY

PHASE I

PARCEL 1(#4, #6, #12, #17)

All of Northwest $\frac{1}{4}$ of Section 19, Township 56 South, Range 40 East, lying and being in Miami-Dade County Florida, Less the following:

Beginning at the Southwest corner of the NW $\frac{1}{4}$, run North $0^{\circ}36'32''$ West along West line of such NW $\frac{1}{4}$ for 530.0 feet; thence run North $89^{\circ}28'16''$ East parallel to the South line of such NW $\frac{1}{4}$ for 231.35 feet; thence run North $86^{\circ}50'49''$ East for 436.68 feet to a point on the East line of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of such NW $\frac{1}{4}$, thence North $0^{\circ}32'21''$ West along such East line 30.00 feet; thence run North $89^{\circ}28'16''$ East parallel to the South line of such NW $\frac{1}{4}$ for 333.82 feet to the East line of the West $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the such NW $\frac{1}{4}$, thence South $0^{\circ}30'15''$ East along such East line for 580.00 feet to the South line of the such NW $\frac{1}{4}$, thence South $89^{\circ}28'16''$ West along such South line for 1000.39 feet to the Point of Beginning.

LESS

West $\frac{1}{2}$ of the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of NW $\frac{1}{4}$;

LESS

South 264 feet of East $\frac{5}{8}$ of NW $\frac{1}{4}$;

LESS

North $\frac{3}{4}$ of NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of NW $\frac{1}{4}$;

LESS

East 50 feet of NW $\frac{1}{4}$;

LESS

West 35 feet of NW $\frac{1}{4}$;

LESS

A portion of the Northwest 1/4 of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida, being particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of Section 19; thence North 00°36'32" West along the West line of the such Northwest 1/4 of Section 19 for 530.00 feet; thence North 89°28'16" East for 35.00 feet to a point on the East Right-of-way line of S. W. 117th Avenue, such point being the Point of Beginning of the parcel herein described; thence from the above established Point of Beginning run North 00°36'32" West along the such East Right-of-way line of S. W. 117th Avenue for 293.48 feet to a point on the North line of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of such Section 19; thence North 89°22'40" East along the such North line of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 19 for 632.94 feet to the Northeast corner of the such South 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 19; thence North 00°32'20" West along the West line of the West 1/2 of the Northeast 1/4 of the such Southwest 1/4 of the Northwest 1/4 of Section 19 for 494.71 feet to the Northwest corner of the such West 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 19; thence North 89°19'19" East along the such West 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 19 for 334.27 feet to the Northeast corner of the such West 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 19; thence South 00°30'14" East along the East line of the West 1/2 of the East 1/2 of the Southwest 1/4 of the such Northwest 1/4 of Section 19 for 740.10 feet; thence South 89°28'16" West for 333.82 feet to a point on the East line of the Southwest 1/4 of the such Southwest 1/4 of the Northwest 1/4 of Section 19; thence South 00°32'20" East along the such East line of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 19 for 30.00 feet; thence South 86°50'49" West for 436.68 feet; thence South 89°28'16" West for 196.35 feet to the Point of Beginning.

AND LESS

The North 660.00 feet of the East 660.00 feet of the NW 1/4 of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida.

AND

That part of the East $\frac{1}{2}$ of the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 18, Township 56 South, Range 40 East, lying South of Bailes Road, per Clerk's File No 64R-189139.

AND

The West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 18, Township 56 South, Range 40 East lying South of Bailes Road, lying and being in Miami-Dade County, Florida.

AND

Tract 6, Less the West 103 feet thereof, of SOUTH MIAMI GARDENS, SECOND AMENDED PLAT, according to the Plat thereof, as recorded in Plat Book 48, at page 28 of the Public Records of Miami-Dade County, Florida.

PARCEL 1A

The West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 19, Township 56 South, Range 40 East lying and being in Miami-Dade County, Florida.

PARCEL 2 (# 98)

The South $\frac{2}{5}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, less the East 50 feet; and the South $\frac{2}{5}$ of the East $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$; and the South $\frac{2}{5}$ of the West $\frac{1}{2}$ of the East $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, all in Section 19, Township 56 South, Range 40 East, lying and being in Miami-Dade County, Florida.

PARCEL 3 (# 14 and # 15)

Tract 5, Less the West 132 feet and Less the East 25 feet thereof, according to the AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS, according to the Plat thereof, as recorded in Plat Book 31, at page 58 of the Public Records of Miami-Dade County, Florida.

Tract 1, of FLORENCE B. HOLFERTY'S FARM, according to the Plat thereof, as recorded in Plat Book 51 at page 24 of the Public Records of Miami-Dade, County, Florida, Less the following Parcel, to-wit: Begin 25 feet East of the Northwest corner of such Tract 1, thence East 107.65 feet, thence South 107 feet, thence West 107.65 feet, thence North 107 feet to the Point of Beginning.

PARCEL 4 (# 5)

The West $\frac{1}{2}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ Less that part lying North of Bailes Road, Section 18, Township 56 South, Range 40 East, Miami-Dade County, Florida, such Property being more particularly described as follows:

A portion of the SW $\frac{1}{4}$ of Section 18, Township 56 South, Range 40 East, Miami-Dade County, Florida being more particularly described as follows:

Commence at the Southwest corner of such SW $\frac{1}{4}$ of Section 18; thence along the South line of such SW $\frac{1}{4}$, N89°10'24" East, 670.16 feet to a point of intersection with the West line of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 18; thence along such West line N1°26'19" West, 40.00 feet to a point on the North Right of way line of the zoned right of way of SW 232nd Street, such point also being the Point of Beginning of the following described parcel of land; thence continue N1°26'19" West, 179.97 feet to a point of intersection with the Southerly right of way line of Bailes Road; thence along such Southerly right of way line S74°50'58" East, 341.74 feet; thence continue along such Southerly right of way line S62°23'21" East, 8.89 feet to a point of intersection with the East line of the West $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, of the SW $\frac{1}{4}$ of Section 18; thence along such East line S1°19'57" East, 81.66 feet to a point of intersection with the aforementioned North right of way line of the zoned right of way of SW 232nd Street; thence along such North right of way line lying 40.00 feet, as measured at right angles; North of and parallel with the South line of such SW $\frac{1}{4}$ of Section 18, S89°10'24" West, 335.15 feet to the Point of Beginning.

PARCEL 5

The South 107 feet of the West 107.65 feet, Less the East 25 feet of Tract 1 of AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS, according to the Plat

thereof, as recorded in Plat Book 31, at page 58 of the Public Records of Miami-Dade County, Florida.

PHASE II

PARCEL 1 (#11)

All of Tract 1 of the AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS, according to the Plat thereof, as recorded in Plat book 31, at page 58 of the Public Records of Miami-Dade County, Florida, Less the South 107 feet of the West 107.65 feet, and Less the East 25 feet;

And

All of Tract 7 of the 2 ND AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS, according to the Plat thereof, as recorded in Plat Book 48, at page 28 of the Public Records of Miami-Dade County, Florida.

PARCEL 2 (# 7)

The North 262 feet of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 19, Township 56 South, Range 40 East, lying and being in Miami-Dade County, Florida.

PARCEL 3 (# 44)

The East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ in Section 24, Township 56 South, Range 39 East, Less the East 35 feet thereof, lying and being in Miami-Dade County, Florida.

PARCEL 4 (# 45)

The North 902.55 feet of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ in Section 24, Township 56 South, Range 39 East, Less the East 35 feet thereof, lying and being in Miami-Dade County, Florida.

PARCEL 5

A portion of the Northwest 1/4 of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida, being particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of Section 19; thence North 00°36'32" West along the West line of the such Northwest 1/4 of Section 19 for 530.00 feet; thence North 89°28'16" East for 35.00 feet to a point on the East Right-of-way line of S. W. 117th Avenue, such point being the Point of Beginning of the parcel herein described; thence from the above established Point of Beginning run North 00°36'32" West along the such East Right-of-way line of S. W. 117th Avenue for 293.48 feet to a point on the North line of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of such Section 19; thence North 89°22'40" East along the such North line of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 19 for 632.94 feet to the Northeast corner of the such South 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 19; thence North 00°32'20" West along the West line of the West 1/2 of the Northeast 1/4 of the such Southwest 1/4 of the Northwest 1/4 of Section 19 for 494.71 feet to the Northwest corner of the such West 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 19; thence North 89°19'19" East along the such West 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 19 for 334.27 feet to the Northeast corner of the such West 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 19; thence South 00°30'14" East along the East line of the West 1/2 of the East 1/2 of the Southwest 1/4 of the such Northwest 1/4 of Section 19 for 740.10 feet; thence South 89°28'16" West for 333.82 feet to a point on the East line of the Southwest 1/4 of the such Southwest 1/4 of the Northwest 1/4 of Section 19; thence South 00°32'20" East along the such East line of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 19 for 30.00 feet; thence South 86°50'49" West for 436.68 feet; thence South 89°28'16" West for 196.35 feet to the Point of Beginning.

*Declaration of Restrictions
Manuel C. Diaz, et al.*

EXHIBIT B

Silver Palms Offsite Roadway Improvements

Contribution In-Lieu of Roadway Impact Fees

INTERSECTION	IMPROVEMENT
SW 112 Avenue/SW 220 Street	Add SB & NB Right Turn Lane
SW 112 Avenue/SW 224 Street	Install Traffic Signal Add SB Right Turn Lane Add EB, WB, SB, NB Left Turn Lanes
SW 112 Avenue/SW 232 Street	Install Traffic Signal Add SB Right Turn Lane Add WB and SB Left Turn Lanes