



CFN 2006R1059402  
 OR Bk 24968 Pgs 1209 - 1215 (7pgs)  
 RECORDED 10/03/2006 09:30:14  
 HARVEY RUVIN, CLERK OF COURT  
 MIAMI-DADE COUNTY, FLORIDA

A/28

This instrument was prepared by:  
 Name: Melissa Tapanes Llahues, Esq.  
 Address: Bercow & Radell, P.A.  
 200 S. Biscayne Boulevard, Suite 850  
 Miami, Florida 33131

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**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 to this Declaration (the "Property");

*WHEREAS*, the Property is the subject of Public Hearing Application No. Z03-242 (the "Application");

*WHEREAS*, the Owner has sought to rezone the Property from GU (Interim District) to IU-C (Industrial District - Conditional), and a non-use variance to permit the zoning of a tract of land with an area of 4.99 gross acres where a minimum of 10 acres is required for platting or rezoning;

*NOW THEREFORE*, in order to assure the Miami-Dade County (the "County") that the representations made by the Owner during the consideration of the Application will be abided by the Owner, its successors and assigns, freely, voluntarily, and without duress, makes the following Declaration of Restrictions covering and running with the Property:

**Industrial Use Restrictions.** Notwithstanding the approval of the IU-C zoning classification of the Property, the following uses shall be prohibited on the Property:

- 1) Adult entertainment uses as defined in Section 33-259.1 of the County Code;
- 2) Aircraft hangers;
- 3) Armories, arsenals;
- 4) Blacksmith, gas steam fitting shops;
- 5) Bottling plants;
- 6) Brewery;



(Public Hearing)

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- 7) Canning Factories;
- 8) Coal yards;
- 9) Commercial chicken hatcheries;
- 10) Livery stables, for riding clubs or sheltering horses;
- 11) Mattress manufacturing and renovating;
- 12) Passenger and freight – stations and terminals (boats, trucks, buses and railroads);
- 13) Power or steam laundries;
- 14) Cocktail lounge – bar use;
- 15) Liquor package stores;
- 16) Shipyards and dry docks;
- 17) Taxidermy;
- 18) Textile, hosiery, and weaving mills;
- 19) Vulcanizing; and
- 20) Welding shops.

**Lighting.** No lighting on the Property shall be directed south so as to ensure that all lighting is directed away from the Venezia Lakes subdivision and Southwest 136 Street.

**Noise.** Sound deadeners shall be used for all automobile, truck, boat, yacht, metal work, and welding-related uses. All air compressors shall be of radial (silenced) design and not exceed 100 decibels.

**Compliance with Section 33-269 of the County Code.** Pursuant to Section 33-269 of the County Code, the Owner shall file a written application (“Application”) specifying the use and containing such detailed information and certified reports as may be reasonably required to determine whether or not the proposed use would be commensurate with the public health, safety, comfort, convenience, and general welfare of the community and in compliance with other Code provisions. At least ten (10) days prior to the submittal of the Application to the Director of the County Department of Planning and Zoning, the Owner shall provide a copy of the Application via certified mail to the registered agent of the Venezia Homeowner’s

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Association ("Registered Agent"). Upon submittal of the Application, the Owner shall provide evidence of compliance with this Paragraph to the Director of Planning and Zoning. In addition, the Registered Agent shall be provided with copies of all correspondence between the County and the Owner, including all written reports and recommendations by County Agencies to the Director. The Owner acknowledges that the Venezia Homeowner's Association shall have standing to appeal the decision of the Director before the Board of County Commissioners pursuant to Section 33-314(c)(7).

**Compliance with Section 33-270 of the County Code.** Pursuant to Section 33-270 of the County Code, all materials and products shall be stored and all manufacturing, rebuilding, storing or renovating operations shall be carried on entirely within an enclosed building or confined and completely enclosed within masonry walls. Specifically, all automobiles, trucks and/or boats associated with any repair or service use on the Property shall be stored and serviced within an enclosed building.

**Overflow Parking.** The parking of vehicles shall be restricted to the surface parking area. No parking shall be allowed on the 25 foot landscape buffer abutting S.W. 132 Avenue or the swale areas surrounding the Property.

**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. The 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)

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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.

**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

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**Recordation and Effective Date.** This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost of the Owner following the approval of the Application. This Declaration shall become effective immediately upon recordation. Notwithstanding the previous sentence, if any appeal is filed, and the disposition of such appeal results in the denial of the Application, in its entirety, then this Declaration shall be null and void and of no further effect. Upon the disposition of an appeal that results in the denial of the Application, in its entirety, and upon written request, the Director of the Planning and Zoning Department or the executive officer of the successor of said department, or in the absence of such director or executive officer by his/her assistant in charge of the office in his/her absence, shall forthwith execute a written instrument, in recordable form, acknowledging that this Declaration is null and void and of no further effect.

**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 retains its full power and authority to deny each such application in whole or in part and decline to accept any conveyance.

**Owner.** The term Owner shall include all heirs, assigns, and successors in interest:

[Execution Pages Follow]

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LIMITED LIABILITY COMPANY

Signed, witnessed, executed and acknowledged on this 18<sup>th</sup> day of JULY, 2006.

IN WITNESS WHEREOF, TCAG, LLC has caused these presents to be signed in its name by its proper officials.

Witnesses:

Signature: [Handwritten Signature]
Print Name: ROBERT J. PARLADE
Signature: [Handwritten Signature]
Print Name: TESSIE I. RICO

TCAG, LLC
Address: 13003 ZANAZA ST. COGN GARDEN, FL 33156
By: [Handwritten Signature] (Managing Member)
Print Name: ROBERT VINAS, JR.

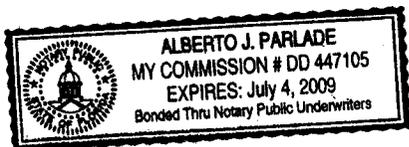
[\*Note: All others require attachment of original corporate resolution of authorization]

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by ROBERT VINAS, JR. (Name) the MANAGING MEMBER (Title) of TCAG LLC, on behalf of the LLC.

He/She is personally known to me or has produced NA as identification.

Witness my signature and official seal this 18<sup>th</sup> day of JULY, 2006, in the County and State aforesaid.



Signature: [Handwritten Signature]
Notary Public-State of
Print Name:

My Commission Expires:

EXHIBIT "A"

North ½ of the Southeast ¼ of the Southeast ¼ of the Southwest ¼ of Section 14,  
Township 55 South, Range 39 East, in Miami-Dade County, Florida.

STATE OF FLORIDA, COUNTY OF DADE

I HEREBY CERTIFY that this is a true copy of the  
original filed in this office on 3rd day of

October, A.D. 20 06

WITNESS my hand and Official Seal.

HARVEY RUVIN, CLERK, of Circuit and County Courts

By Harvey Ruvins D.C.



## 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 Restrictions/Development Agreement or in compliance with Chapter 28, and as an inducement for acceptance of a proposed final subdivision plat covering the real property hereinafter described, it is hereby certified that I have examined the Abstract of Title covering the period from the beginning to July 31, 2006, at 11:00 P.M., (the "Search"); and GAP AFFIDAVIT executed by the current owner covering the period from July 31, 2006 to August 16, 2006, of the following described real property:

**North  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 14, Township 55 South, Range 39 East, in Miami-Dade County, Florida.**

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

**TCAG, LLC, a Florida limited liability company**

Subject to the following encumbrances, liens and other exceptions (If "none" please indicate):

1. RECORDED MORTGAGES: NONE.
  
2. RECORDED MECHANICS LIENS, CONTRACT LIENS & JUDGMENTS: NONE.
  
3. GENERAL EXCEPTIONS:
  1. All taxes and assessments for the year 2006 and subsequent years.
  2. Rights or claims of persons other than the above owner who is in possession.
  3. 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 inspection of the premises.
  4. Any unrecorded labor, mechanics' or materialmen' liens.
  5. Zoning and other restrictions imposed by governmental authority.
  
4. SPECIAL EXCEPTIONS:
  1. Agreement and Declaration of Restrictions recorded in Official Records Book 2031, at Page 6825, of the Public Records of Miami-Dade County, Florida.

2. Reservations, conditions, and 30 feet easement contained in special warranty deed dated February 27, 1914, and recorded April 23, 1914, in Deed Book 123, at Page 225, of the Public Records of Miami-Dade County, Florida.

I hereby certify that I have reviewed all the aforementioned encumbrances and exceptions.

Therefore, it is (my) our opinion that the following party(ies) must join in the agreement in order to make the agreement a valid and binding covenant on the land described herein.

<u>NAME</u>	<u>INTEREST</u>	<u>SPECIAL EXCEPTION #</u>
TCAG, LLC	Fee Simple	N/A

The following is a description of the aforementioned abstract and its continuations:

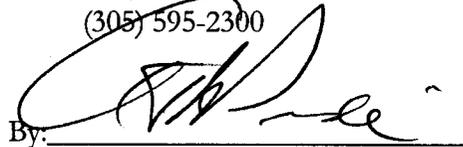
<u>NUMBER</u>	<u>COMPANY CERTIFYING</u>	<u># OF ENTRIES</u>	<u>PERIOD COVERED</u>
OPM-1868556	Attorneys' Title Insurance Fund	11	Beg. To 7/27/00 at 1:34 P.M.
Certified Printout	Attorneys' Title Insurance Fund, Inc.	6	7/27/00 to 7/31/06 at 11:00 PM

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 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 16<sup>th</sup> day of August, 2006.

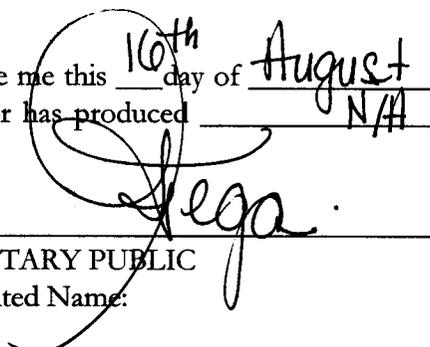
Alberto J. Parladé  
PARLADE & FIGUERAS  
7050 S.W. 86th Avenue  
Miami, Florida 33143  
(305) 595-2300

By: 

Alberto J. Parladé, Esquire  
Fla. Bar # 313823

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of August, 2006, by **Alberto J. Parladé**, who is personally known to me or has produced N/A as identification.

  
NOTARY PUBLIC  
Printed Name:

My Commission Expires:

