



This instrument was prepared by:  
 Name: Leila M. Jackson Batties  
 Address: Holland & Knight LLP  
 701 Brickell Avenue  
 Miami, FL 33131

CFN 2006R0012639  
 DR Bk 24116 Pgs 3905 - 3912; (8pgs)  
 RECORDED 01/05/2006 11:45:00  
 HARVEY RUVIN, CLERK OF COURT  
 MIAMI-DADE COUNTY, FLORIDA

A/33

(Space reserved for Clerk)

**DECLARATION OF RESTRICTIONS**

WHEREAS, the undersigned **IRA AND BAMBI GRABOW**, (collectively, the "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

WHEREAS, the Property is zoned EU-1, which requires a minimum lot area of one (1) gross acre; and

WHEREAS, the Owner filed Public Hearing No. 04-270 (the "Application"), requesting approval of a non-use variance to subdivide the Property into two lots, Lot A and Lot B, with areas of .793 ± gross acre and .645 ± gross acre, respectively;

IN ORDER TO ASSURE the County that the representations made by the owner during consideration of 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) Site Plan. That said Property shall be developed substantially in accordance with the plans previously submitted, entitled "Specific Purpose Survey/Site Plan" prepared by Robayna and Associates, Inc., dated stamped received April 19, 2005, said plans being on file with the Miami-Dade County Department of Planning and Zoning, and by reference made a part of this agreement.
- (2) Setback and Lot Coverage Requirements for Lot A. Any residential unit constructed on Lot A shall have a minimum rear setback of twenty-five feet (25'), a minimum front setback of fifty feet (50'), a minimum interior side setback of fifteen feet (15'), a minimum side setback from SW 48 Court of twenty-five feet (25'), a maximum lot coverage of twenty percent (20%) for a one (1) story residence and a maximum lot coverage of fifteen percent (15%) for a two (2) story residence.
- (3) Setback and Lot Coverage Requirements for Lot B. Any residential unit constructed on Lot B shall have a minimum rear setback of twenty-five feet (25'), a minimum front setback of fifty feet (50'), minimum side setbacks of fifteen feet (15'), a maximum lot coverage of twenty percent (20%) for a one (1) story residence and a maximum lot coverage of fifteen percent (15%) for a two (2) story residence.
- (4) Miscellaneous.

PER COST

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, whichever by law has jurisdiction over such matters, after public hearing.

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 of the Owners 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.

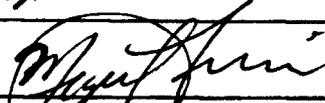
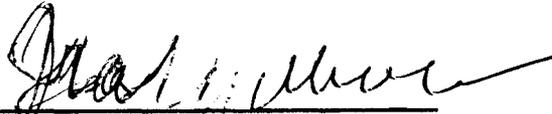
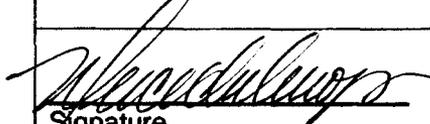
Acceptance of Declaration. Acceptance of this Declaration does not obligate the County in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the Board of County Commissioners and/or any appropriate Community Zoning Appeals Board retains its full power and authority to deny each such application in whole or in part and to decline to accept any conveyance or dedication.

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

**[SIGNATURE PAGE FOLLOWS]**

**Declaration of Restrictions**  
**Page 5**

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 15 day of August, 2005.

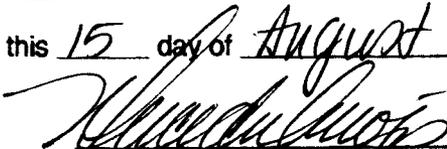
<b>WITNESSES:</b>	
 Signature <u>Miguel Freese</u> Printed Name	By:  <u>IRA GRABOW</u>
 Signature <u>Mercedes Arrojas</u> Printed Name	

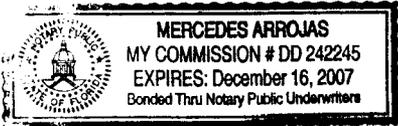
STATE OF FLORIDA                    )  
   ) SS  
 COUNTY OF MIAMI-DADE            )

The foregoing instrument was acknowledged before me by IRA GRABOW for the purposes stated herein on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

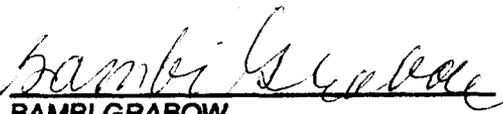
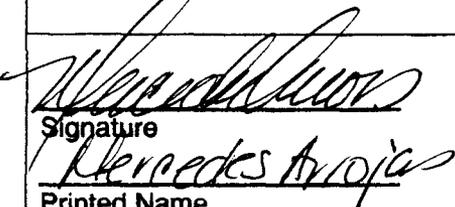
Witness my signature and official seal this 15 day of August, 2005, in the County and State aforesaid.

My Commission Expires:

  
 Notary Public – State of Florida  
Mercedes Arrojas  
 Printed Name



IN WITNESS WHEREOF, we have hereunto set our hands and seal this 15 day of August, 2005.

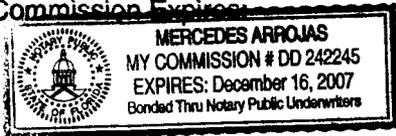
<b>WITNESSES:</b>	
 Signature <u>Miguel Freina</u> Printed Name _____	By:  <u>BAMBI GRABOW</u>
 Signature <u>Mercedes Arrojas</u> Printed Name _____	

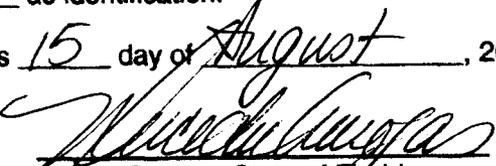
STATE OF FLORIDA                    )  
   ) SS  
 COUNTY OF MIAMI-DADE         )

The foregoing instrument was acknowledged before me by BAMBI GRABOW for the purposes stated herein on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

Witness my signature and official seal this 15 day of August, 2005, in the County and State aforesaid.

My Commission Expires:



  
 Notary Public - State of Florida  
Mercedes Arrojas  
 Printed Name

# 3125218\_v1

**JOINDER BY MORTGAGEE  
CORPORATION**

The undersigned, under that certain Mortgage in favor of Wachovia Mortgage Corporation, from Ira and Bambi Grabow, recorded in Official Records Book 21450, Pages 465, in the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing Declaration of Restrictions, does hereby consent to the execution of this Declaration of Restrictions by Ira and Bambi Grabow, and agree that in the event Mortgagee or any other party shall obtain title to the property through foreclosure or deed-in-lieu of foreclosure, this Declaration of Restrictions shall be binding upon the entity obtaining title as the then owner of such property.

*IN WITNESS WHEREOF*, these presents have been executed this 15<sup>th</sup> day of August, 2005.

**WITNESSES:**

Wachovia Mortgage Corporation

Amanda Reese

Amanda Reese

Print or Type Name

By: Alice Gronert

Title: Vice President

Print name: Alice Gronert

Address:

Abigail Roe

Abigail Roe

Print or Type Name

(Corporate Seal)

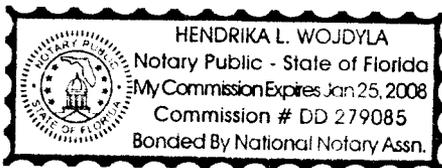


STATE OF FLORIDA )

) SS

COUNTY OF DUVAL )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of August, 2005 by Alice Gronert, of Wachovia Mortgage Corporation, on behalf of the bank. He/She is personally known to me or has produced \_\_\_\_\_, as identification and did/did not take an oath.



Hendrika L. Wojdyla

Notary Public - State of Florida

Print Name Hendrika L. Wojdyla

My Commission Expires: January 25, 2008

**JOINDER BY MORTGAGEE CORPORATION**

The undersigned, Chase Manhattan Bank, under that certain Mortgage from Ira and Bambi Grabow, recorded in Official Records Book 22427, Pages 3231, in the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing Declaration of Restrictions, does hereby consent to the execution of this Declaration of Restrictions by Ira and Bambi Grabow, and agree that in the event Mortgagee or any other party shall obtain title to the property through foreclosure or deed-in-lieu of foreclosure, this Declaration of Restrictions shall be binding upon the entity obtaining title as the then owner of such property.

IN WITNESS WHEREOF, these presents have been executed this 16 day of August, 2005.

**WITNESSES:**

Chase Manhattan Bank

Megan Welch  
Megan Welch  
Print or Type Name

Brian D. Glavin  
Print or Type Name

By: [Signature]  
Title: Mortgage Officer  
Print name: Harold W. Drake  
Address: 20 S. Clinton Ave, S-5  
Rochester, NY 14604

(Corporate Seal)

STATE OF NEW YORK )  
~~FLORIDA~~ )  
COUNTY OF MONROE ) SS

The foregoing instrument was acknowledged before me this 16 day of August, 2005 by Harold W. Drake, of Chase Manhattan Bank on behalf of the bank. He/She is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

[Signature]  
Notary Public - State of New York  
Print Name Lyndon D. Billings  
My Commission Expires:

# 3131564\_v100

LYNDON D. BILLINGS, JR.  
NOTARY PUBLIC - STATE OF NEW YORK  
NO. 6091939  
QUALIFIED IN MONROE COUNTY  
MY COMMISSION EXPIRES MAY 5, 2007

Exhibit "A"

The East 257 feet of Lots 1 and 2, Block 3, GRANADA PARK AMENDED,  
according to the plat the Plat thereof, recorded in Plat Book 40, Page 21, of the  
Public Records of 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 5TH day of  
January A.D. 2001  
WITNESS my hand and Official Seal.  
HARVEY DUVIN, CLERK, of Circuit and County Courts  
By [Signature] D.C.



**OPINION OF TITLE**

TO: MIAMI-DADE COUNTY

With the understanding that this Opinion of Title is furnished to the Miami-Dade County Department of Planning and Zoning, as an inducement for the acceptance of a Declaration of Restrictions/Declaration of Use/Unity of Title/Development Agreement or in compliance with Chapter 28, it is hereby certified that we have examined Attorneys' Title Insurance Company Title Policy No. MP-3013293 (the "Policy"), which Policy covers the period from the BEGINNING through December 18, 20024 at 3:40 p.m., and a Title Update provided by Attorneys' Title Insurance Company from the date of the Policy through July 18, 2005 at 11:00 p.m., inclusive, of the following described real property located and situated in Miami-Dade County, Florida:

The East 257 feet of Lots 1 and 2, Block 3, GRANADA PARK AMENDED, according to the plat the Plat thereof, recorded in Plat Book 40, Page 21, of the Public Records of Miami-Dade County, Florida.

Basing our opinion solely on the above-referenced title information, we are of the opinion that on the last mentioned date, the fee simple title to the above-described real property was vested in:

**IRA and Bambi Grabow**

Subject to the following encumbrances, liens and other exceptions:

A. **RECORDED MORTGAGES:**

Mortgage in favor of Wachovia Mortgage Corp., from Ira and Bambi Grabow recorded in Official Records Book 21450, Page 465, of the Public Records of Miami-Dade County, Florida, and

Mortgage in favor of Chase Manhattan Bank, from Ira and Bambi Grabow recorded in Official Records Book 22427, Page 3231, of the Public Records of Miami-Dade County, Florida, and

B. **RECORDED MECHANICS LIENS, CONTRACT LIENS & JUDGEMENTS:**

None.

C. **GENERAL EXCEPTIONS:**

1. Taxes or assessments now or hereafter due.
2. Rights of persons other than the above owners who are in possession or with a right to possession.
3. Encroachments, overlays, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
4. Any unrecorded laborer's, mechanics', materialmen's, or municipal liens.
5. Any lien provided by Chapter 159, Florida Statutes, or provided by Miami-Dade County Ordinance No. 84-10 in favor of any city, town, village, port authority, etc., for unpaid service charges for services by any water systems, sewer systems, or gas systems serving the land described herein.
6. Zoning and other restrictions imposed by governmental authority.
7. Easements, or claims of easements, not shown on the public records.

8. Any adverse claim to any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.
9. Any unpaid charges due for waste, water and sewer services.

D. SPECIAL EXCEPTIONS:

1. Restrictions, dedications, conditions, reservations, easements, and other matters contained in Plat Book 152, Page 5, of the Public Records, of Miami-Dade County, Florida.
2. Agreement recorded in Official Records Book 9170, at Page 218, of the Public Records of Miami-Dade County, Florida.
3. Declaration of Restrictions recorded in Official Records Book 21806, Page 203, of the Public Records of Miami-Dade County, Florida.

ALL RECORDINGS REFERENCES HEREIN ARE TO THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

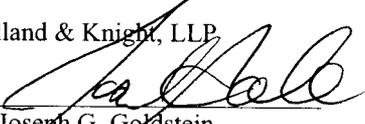
Therefore, it is our opinion that the following parties must join in the agreement in order to make the agreement a valid and binding covenant on the lands described herein.

NAME	INTEREST	SPECIAL EXCEPTION NO.
<b>IRA and Bambi Grabow</b>	Owner	N/A
<b>Wachovia Mortgage Corp.</b>	Mortgagee	
<b>Chase Manhattan Bank</b>	Mortgagee	

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

Respectfully submitted, this 17<sup>th</sup> day of August, 2005.

Holland & Knight, LLP

By: 

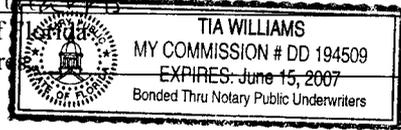
Joseph G. Goldstein  
 701 Brickell Avenue  
 Miami, Florida 33131  
 (305) 374-8500  
 Florida Bar No. 0709115

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of August, 2005, by Joseph G. Goldstein, who is personally known to me or has produced \_\_\_\_\_, as identification.

*Tia Williams*

Name: Tia Williams  
Notary Public State of Florida  
My Commission Expires \_\_\_\_\_



# 3144436\_v1