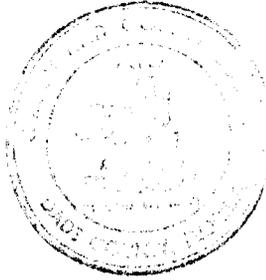




CFN 2005R0734784
DR Bk 23575 Pgs 0162 - 1677 (6pgs)
RECORDED 07/15/2005 10:47:34
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

PH 01-124

This instrument prepared by:
Juan J. Mayol, Jr., Esq.
Holland & Knight LLP
701 Brickell Avenue
Suite 3000
Miami, Florida 33131



A/29

(Space Above For Clerk)

**COVENANT RUNNING WITH THE LAND
IN LIEU OF UNITY OF TITLE
(Rental Residential)**

KNOW ALL BY THESE PRESENTS that the undersigned Owners hereby make, declare and impose on the land herein described, these easements and covenants running with the title to the land, which shall be binding on the Owners, all heirs, successors and assigns, personal representatives, mortgagees, lessees, and against all persons claiming by, through or under them;

WHEREAS, the undersigned Owners hold the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A" (the "North Parcel") and in Exhibit "B" (the "South Parcel"), attached hereto, and collectively referred to hereinafter as the "Property",

WHEREAS, Owners are desirous of developing the Property for residential purposes and want to assure Miami-Dade County that the integrity of the large scale development will be built in accordance with proffered plans consistent with Section 33-31 of the Code of Miami-Dade County, and

WHEREAS, Owners may wish to develop the same in phases or stages and are executing this instrument to assure the County that the development will not violate the Zoning Code of Miami-Dade County when it is so developed.

NOW THEREFORE, in consideration of the premises, Owners hereby freely, voluntarily and without duress agree as follows:

- (1) This agreement on the part of the Owners shall constitute a covenant running with the land and will be recorded, at Owners' expense, in the Public Records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the heirs, successors and assigns of the respective parties hereto, until such time as the same is released in writing as hereinafter provided.
- (2) The Property shall be developed substantially in accordance with the site plan entitled "Country Club Towers Second Phase II", prepared by Salvador M. Cruxent dated signed and sealed the 17th day of February, 2005, said plans being on file with the Department of Planning and Zoning, and by reference made a part of this agreement. No modification shall be effected in said site plan without the written consent of the Miami-Dade County Department of Planning and Zoning.



Declaration of Restrictions

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- (3) The Property shall be developed in compliance with all applicable landscaping regulations set forth in Chapter 18A of the Code of Miami-Dade County, Florida, being in full force and effect on the date this Declaration is recorded.
- (4) Each phase, or stage, shall be developed in substantial accordance with said site plan.
- (5) Each phase, or stage of development, when standing independently or in conjunction with existing, developed, contiguous phases or stages, shall meet all zoning requirements. This section shall not be subject to a request for a variance or modification.
- (6) In the event multiple ownerships are created subsequent to said site plan approval, each of the subsequent owners, mortgages, heirs, assigns and other parties in interest shall be bound by the terms, provisions and conditions of this instrument.
- (7) In the event that the Property is used as residential condominiums subsequent to said site plan approval, the Owners, their heirs, successors or assigns shall, at that time, create a homeowner's or condominium association for the entire development as a master association which shall provide for the maintenance of all common areas, roadways, cross-easements and other amenities common to the entire parcel of land of the Property. This shall not preclude individual condominiums or associations for each phase or stage from maintaining their own buildings or their own common areas so long as said associations and condominiums, or members thereof, are members of the master association and each such condominium or association are required hereby, to be members of the master association.
- (8) Where necessary, and to the extent necessary, Owners hereby reserve easements and hereby grant reciprocal cross-easements to the owners of each phase or stage of development, in and over the Property for utilities, water and sewer lines, common parking areas, streets, driveways, entrance and exits, etc., so that the integrity of the development shall be maintained.
- (9) Owners shall provide for permanent and safe access for pedestrian and vehicular traffic within the development and particularly for right of access for fire, police, health, sanitation and other public service personnel vehicles. The streets or accessways shall be installed and maintained by the Owners, including, but not limited to, sidewalks, drainage facilities, water, sewers and fire hydrants, meeting the approval of the Planning and Zoning Director and the Public Works Director.
- (10) As further part of this covenant, 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.
- (11) This covenant shall become effective upon recordation in the public records of Miami-Dade County, Florida, and shall continue in effect for a period of thirty (30) years after the date of such recordation, after which time it shall be extended automatically for successive periods of ten (10) years each, unless released as provided herein.

(Public Hearing)

- (12) This covenant may be released, amended, or modified from time to time by recorded instrument by the then owner or owners of all of the Property, with joinders by all mortgages, 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 covenant be so released, amended, or modified, 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 release, modification, or amendment.

- (13) 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 covenant 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.
- (14) In the event the terms of this covenant 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 the owners comply with this covenant.
- (15) 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.
- (16) 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 covenant.

Declaration of Restrictions

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- (17) 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
- (18) This covenant 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.
- (19) Acceptance of this covenant 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.
- (20) The term Owners shall include the Owners, and their heirs, successors and assigns.

[Execution Pages Follow]

(Public Hearing)

Signed, witnessed, executed and acknowledged this 30th day of March, 2005.

Witnesses:

[Signature]

Print Name: REX M. PARKER

[Signature]

Print Name: BRADLEY BRADY

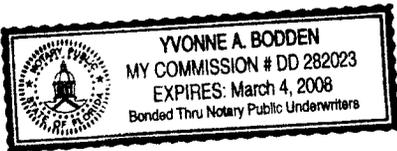
VILLAGE SHOPPING CENTER TRUST, LLC, a Florida limited liability company

By: [Signature]
Jose Milton / [Signature] SA.
3214 Ponce De Leon Boulevard,
Suite 301
Coral Gables, Florida 33134

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

The foregoing instrument was acknowledged before me this 30th day of March, 2005 by JOSE MILTON, as Registered Agent of Village Shopping Center Trust, LLC, a Florida limited liability company, who is personally known to me or produced a valid driver's license as identification.

[Signature]
Notary Public
Print Name: YVONNE S. BODDEN
My Commission Expires: _____



[Signature]

(Public Hearing)

LEGAL DESCRIPTION
EXHIBIT "A"

TRACT "A", COUNTRY CLUB TOWERS SUBDIVISION, PLAT BOOK 117, PAGE 2,
PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND

TRACT "A", COUNTRY CLUB OF MIAMI VILLAGE CENTER, PLAT BOOK 99, PAGE 61,
PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

STATE OF FLORIDA
I HEREBY CERTIFY THAT THE
original filed in this office on
15 05
WITNESS my hand and the seal of the
HARVEY RUBIN, CLERK of the County of Miami-Dade
By *Andrea Wilkins Johnson*

