5-10-2005 Version # 6

BOARD OF COUNTY COMMISSIONERS
ZONING HEARINGS
COUNTY COMMISSIONERS CHAMBERS OF THE STEPHEN P. CLARK CENTER - 2ND FLOOR
111 NW 1 Street, Miami
Thursday, May 19, 2005 at 9:30 a.m.

PREVIOUSLY DEFERRED

							DISTRICT
A.	03-12-CZ15-2	SUMMERVILLE DEVELOPMENT, INC. Exhibit	~~(APPEAL)~~	03-262	19-56-40		8 Missing Large Exhibit
B.	05-2-CZ8-1	CENTURY CAPITAL GROUP, INC. no Exhibit	~~(APPEAL)~~	04-241	33-52-41		2
C.	05-5-CC-1	GARY TREWICK ET AL Exhibit	(DIC)	04-404	23-56-39		8 NOT FOUND

APPEALS

							DISTRICT
1.	05-2-CZ15-1	BLACK CREEK L.C. & BLACK CREEK TRUST Exhibit		04-161	17-56-40	N	8 NOT FOUN
2.	05-3-CZ5-2	VILLAGE SHOPPING CENTER TRUST LLC. AND COUNTRY CLUB TRUST, LLC (F.K.A. JOSE MILTON & VILLAGE SHOPPING CENTER TRUST) Exhibit complet	(DIC)	04-424	11-52-40	N	13

CURRENT

							DISTRICT
3.	05-5-CC-2	THE DIRECTOR OF THE DEPARTMENT OF PLANNING & ZONING no Exhibit	(DIC)	04-460	27-56-39	N	8/09

5-10-2005 Version # 6

BOARD OF COUNTY COMMISSIONERS

ZONING HEARINGS

COUNTY COMMISSIONERS CHAMBERS OF THE STEPHEN P. CLARK CENTER - 2ND FLOOR

111 NW 1 Street, Miami

Thursday, May 19, 2005 at 9:30 a.m.

Exibit

PREVIOUSLY DEFERRED

							DISTRICT	
A.	03-12-CZ15-2	SUMMERVILLE DEVELOPMENT, INC.	yes	(APPEAL)	03-262	19-56-40	8	ok
B.	05-2-CZ8-1	CENTURY CAPITAL GROUP, INC.	NO	(APPEAL)	04-241	33-52-41	2	ok
C.	05-5-CC-1	GARY TREWICK ET AL	NO of NO LIST	(DIC)	04-404	23-56-39	8	

APPEALS

							DISTRICT	
1.	05-2-CZ15-1	BLACK CREEK L.C. & BLACK CREEK TRUST	yes		04-161	17-56-40	N 8	ok
2.	05-3-CZ5-2	VILLAGE SHOPPING CENTER TRUST LLC. AND COUNTRY CLUB TRUST, LLC (F.K.A. JOSE MILTON & VILLAGE SHOPPING CENTER TRUST)	yes	(DIC)	04-424	11-52-40	N 13	

CURRENT

							DISTRICT	
3.	05-5-CC-2	THE DIRECTOR OF THE DEPARTMENT OF PLANNING & ZONING	NO	(DIC)	04-460	27-56-39	N 8/09	ok

Received by the Clerk
for the record.

MAY 19 2005
Item 2
Exhibit A
Appl. 05-3-CZ5-2/04+424

BEFORE THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS

VILLAGE SHOPPING CENTER TRUST, LLC
and
COUNTRY CLUB TRUST, LLC

Public Hearing 04-424
May 19, 2004

Holland+Knight

701 Brickell Avenue
Suite 3000
Miami, Florida 33131
(305) 374-5800 Phone
(305) 789-7799 Fax

My Home
Miami-Dade County, Florida

miamidade.gov

MIAMI-DADE

Property Information Map

Aerial Photography - AirPhoto USA 2004 0 203 ft

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Close

Summary Details:

Folio No.:	30-2011-005-0010
Property:	6790 NW 186 ST
Mailing Address:	COUNTRY CLUB TRU LLC 3211 PONCE DE LEON BLVD #301 CORAL GABLES FL 33134-

Property Information:

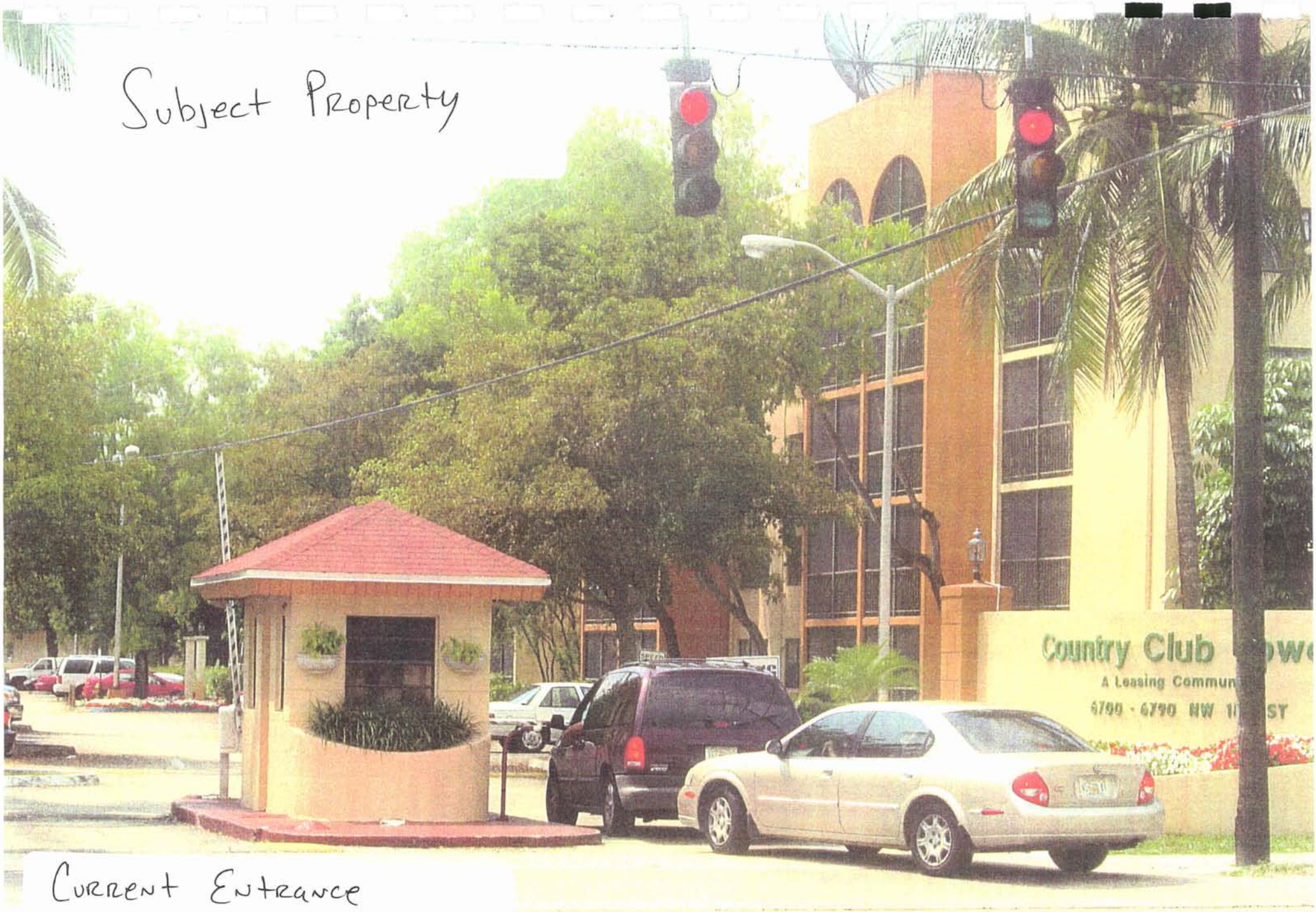
Primary Zone:	3900 MULTI-FAMILY, MEDIUM DENSITY RESIDENTIAL
CLUC:	0003 MULTIFAMILY-APARTMENTS
Beds/Baths:	545/705
Floors:	5
Living Units:	400
Adj Sq Footage:	458,116
Lot Size:	575,166 SQ FT
Year Built:	1981
Legal Description:	COUNTRY CLUB TOWERS SUB PB 117-2 TR A LOT SIZE 575166 SQ FT COC 22956-3578 12 2004 4

Sale Information:

Sale O/R:	22956-3578
Sale Date:	12/2004
Sale Amount:	$0

Assessment Information:

Year:	2004	2003
Land Value:	$5,751,660	$4,888,911
Building Value:	$9,007,383	$9,611,089
Market Value:	$14,759,043	$14,500,000
Assessed Value:	$14,759,043	$14,500,000
Total Exemptions:	$0	$0
Taxable Value:	$14,759,043	$14,500,000



Current Entrance
along NW 186th Street

Current Entrance
No Turning Lane

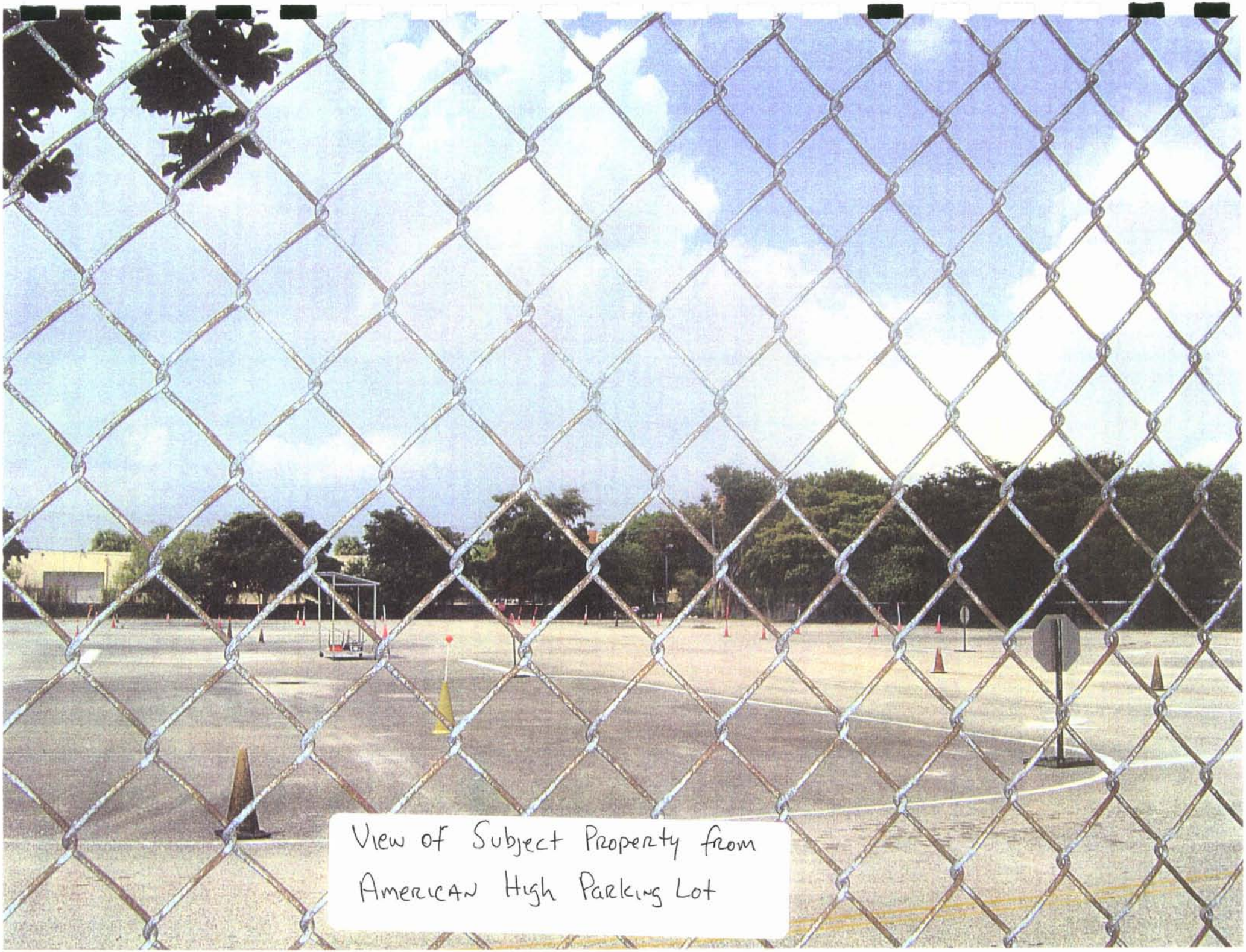
SPEED
LIMIT
10
LEASING
OFFICE

NW 68th Avenue
Entrance / Exit

Current Kiddie Area

View of American High from Southeast Corner of property

View of American High from Southeast corner of property



View of Subject Property from
American High Parking Lot

NW 68th Avenue
Current View

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Miami-Dade County, Florida

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MIAMI-DADE

Property Information Map

Aerial Photography - AirPhoto USA 2004 0 181 ft

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Summary Details:

Folio No.:	30-2011-003-0010
Property:	18255-18345 NW 68 AVE
Mailing Address:	JOSE MILTON 3211 PONCE DE LEON BLVD #301 CORAL GABLES FL 33134-

Property Information:

Primary Zone:	6400 COMMERCIAL, MEDIUM INTENSITY
CLUC:	0011 RETAIL
Beds/Baths:	0/0
Floors:	1
Living Units:	0
Adj Sq Footage:	45,439
Lot Size:	263,669 SQ FT
Year Built:	1974
Legal Description:	11 52 40 6.053 AC M/L COUNTRY CLUB OF MIAMI VILLAGE CENTER PB 99-61 TRACT 'A' LOT SIZE 263669 SQ FT OR 16135-2075 1093 5

Sale Information:

Sale O/R:	22956-3555
Sale Date:	12/2004
Sale Amount:	$0

Assessment Information:

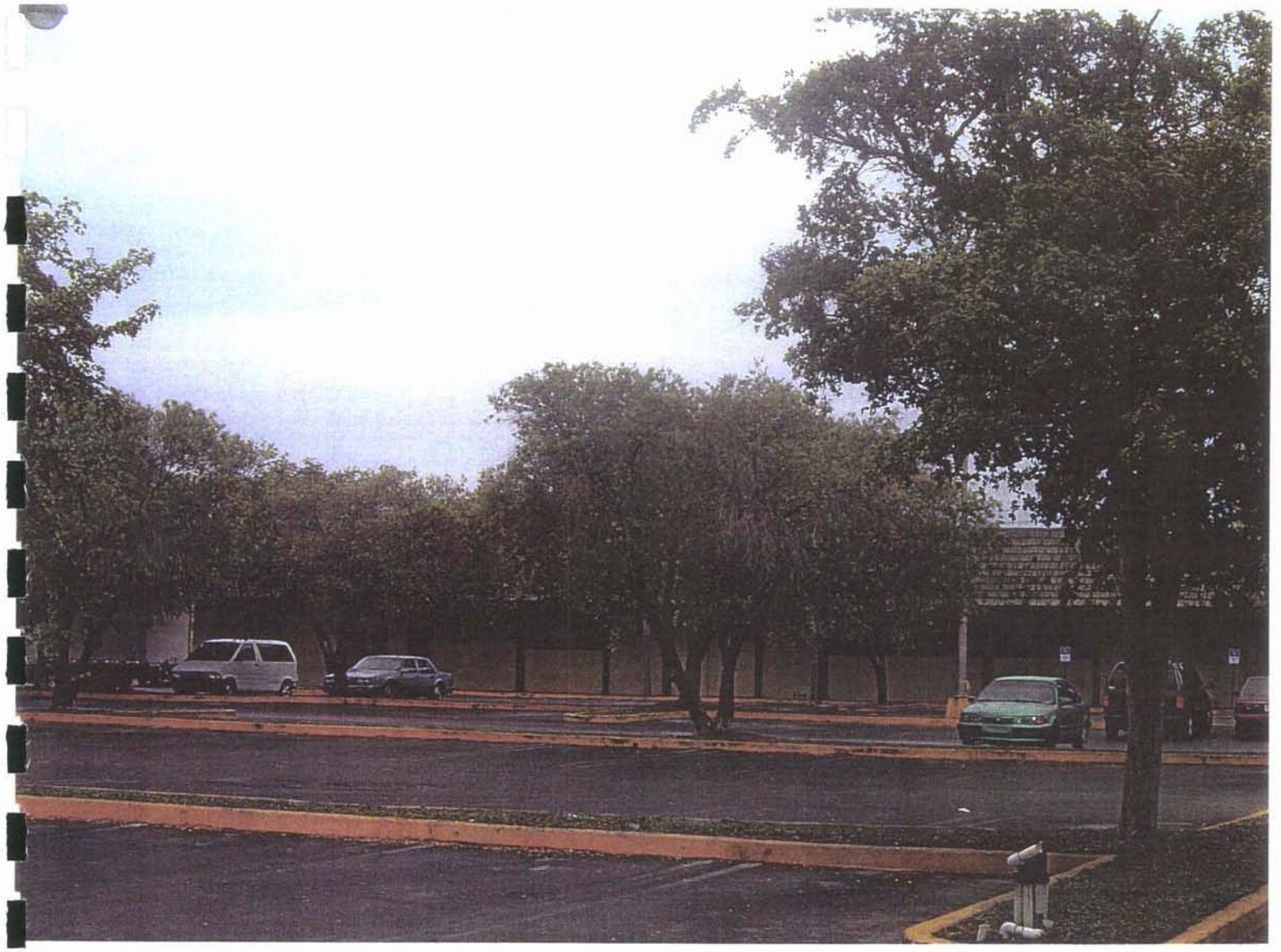
Year:	2004	2003
Land Value:	$1,054,676	$1,054,676
Building Value:	$514,324	$445,324
Market Value:	$1,569,000	$1,500,000
Assessed Value:	$1,569,000	$1,500,000
Total Exemptions:	$0	$0
Taxable Value:	$1,569,000	$1,500,000

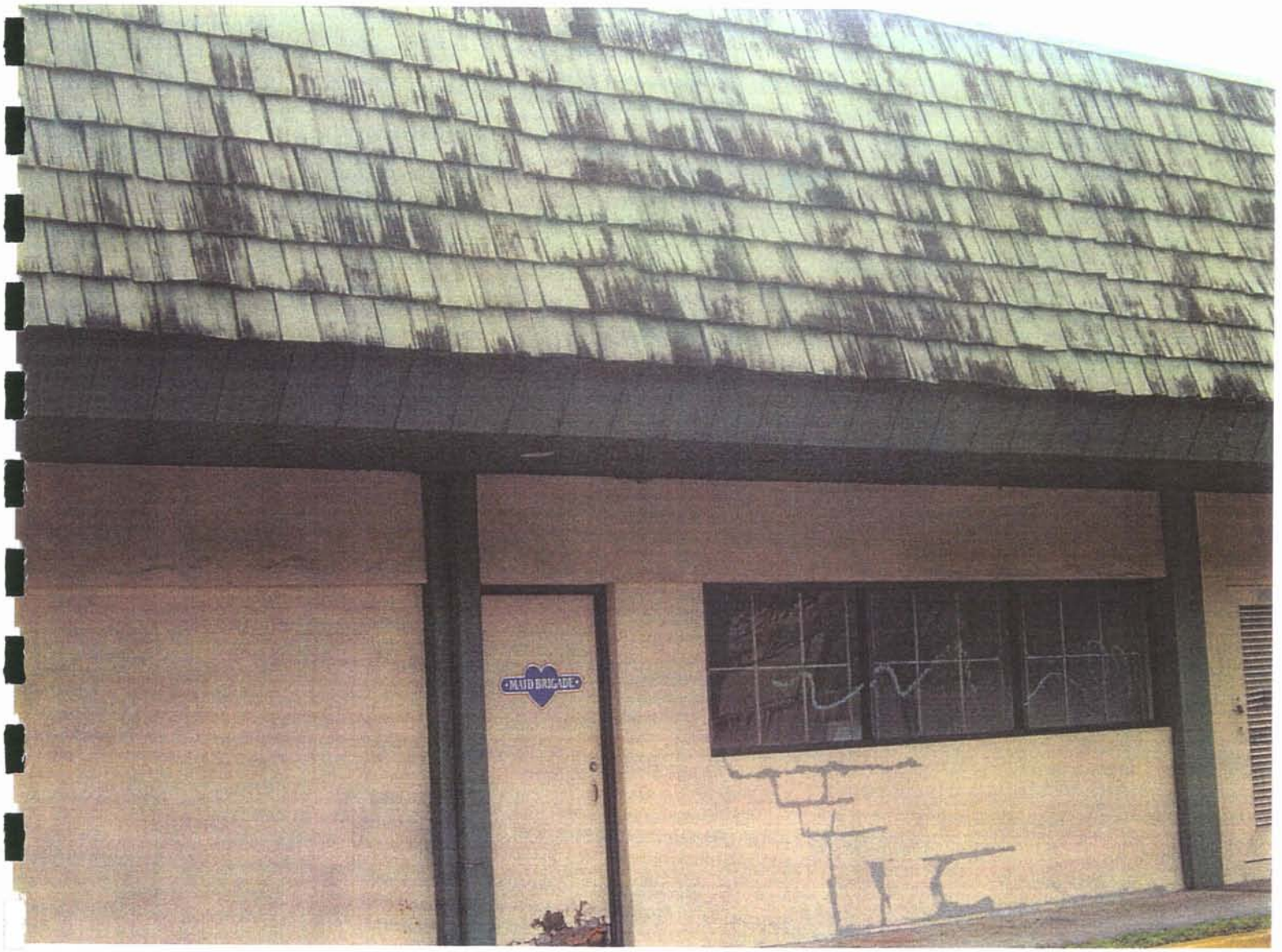
Close

MR. FOOD
STORE

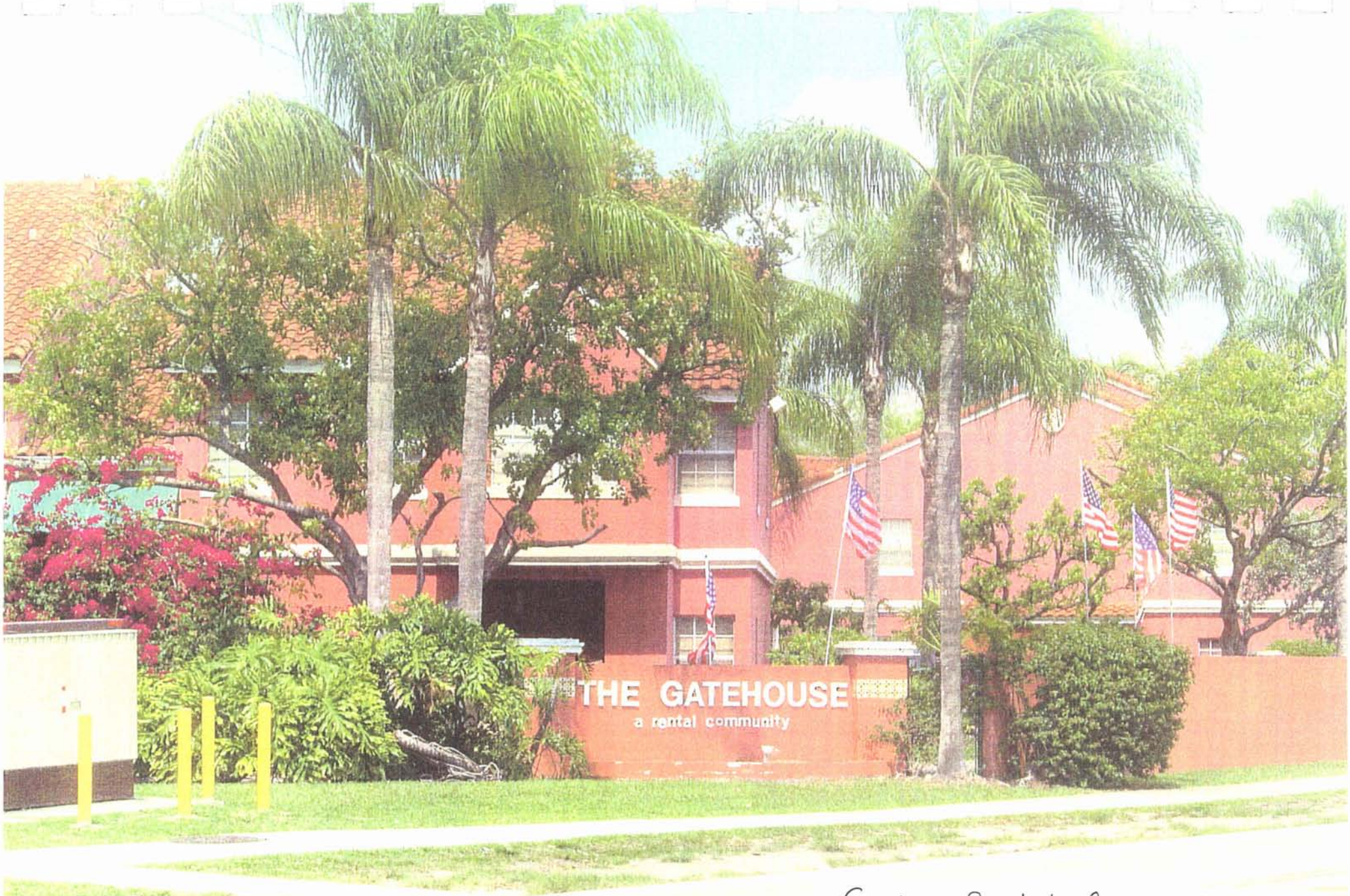
Village
Shopping
Center
MAID BRIGADE
TUTORING
MIRIAM A. FELIZ, M.D.
REHAB
PHYSICAL THERAPY
PRAYER TABERNACLE
MINISTRIES
ANTIQUES
LUCY'S HAIR
& SKIN CARE
JOSEPH HARVEY'S
PERSONAL FITNESS
OPPORTUNITIES, INC.
JERRY & JOE'S
PIZZA
IGLESIA CRISTIANA
NUEVO ALMANECER
REGISTRATION OPEN
TODDLERS & PRESCHOOL
PRE-K AND KINDERGARTEN

WELCOME
WE CARE




MUD BRIGADE

Existing Rental Community
Directly west of property
along NW 68TH Avenue



Existing Rental Community
Directly west of property
along NW 68th Avenue

DRUG
FREE

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Miami-Dade County, Florida

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Property Information Map

Aerial Photography - AirPhoto USA 2004

0 235 ft

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Summary Details:

Folio No.:	30-2002-028-0001
Property:	
Mailing Address:	REFERENCE ONLY

Property Information:

Primary Zone:	5000 MULTI-FAMILY, HIGH DENSITY RESIDENTIAL
CLUC:	
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adj Sq Footage:	0
Lot Size:	0
Year Built:	0
Legal Description:	LAS BRISAS@ COUNTRY CLUB OF MIAMI FAIRGREEN VILLAS PB 126-95 TR A AS DESC IN OFF REC 22058-957 LOT SIZE 8.677 AC M/L F/A/U 30 2002 025 0010

Sale Information:

Sale O/R:	
Sale Date:	0/0
Sale Amount:	$0

Assessment Information:

INFORMATION NOT AVAILABLE

Close

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Miami-Dade County, Florida

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MIAMI-DADE

Property Information Map

Aerial Photography - AirPhoto USA 2004 0 187 ft

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Summary Details:

Folio No.:	30-2011-002-0050
Property:	6930-92 NW 186 ST
Mailing Address:	F P APARTMENTS L P 400 LOCUST #690 DES MOINES IA 50309-

Property Information:

Primary Zone:	5000 MULTI-FAMILY, HIGH DENSITY RESIDENTIAL
CLUC:	0003 MULTIFAMILY-APARTMENTS
Beds/Baths:	210/180
Floors:	5
Living Units:	170
Adj Sq Footage:	208,269
Lot Size:	215,840 SQ FT
Year Built:	1973
Legal Description:	11 52 40 4.955 AC GOLF COURSE TOWERS SUB PB 95-51 TRACT 'E' OR 16834-2686 0695 2 (5)

Sale Information:

Sale O/R:	16834-2686
Sale Date:	6/1995
Sale Amount:	$23,750,000

Assessment Information:

Year:	2004	2003
Land Value:	$2,590,080	$1,942,560
Building Value:	$6,619,920	$5,741,675
Market Value:	$9,210,000	$7,684,235
Assessed Value:	$9,210,000	$7,684,235
Total Exemptions:	$0	$0
Taxable Value:	$9,210,000	$7,684,235

Close

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Miami-Dade County, Florida

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MIAMI-DADE

Property Information Map

Aerial Photography - AirPhoto USA 2004 0 174 ft

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Summary Details:

Folio No.:	30-2011-002-0040
Property:	6952 NW 186 ST
Mailing Address:	F P APARTMENTS L P 400 LOCUST #690 DES MOINES IA 50309-

Property Information:

Primary Zone:	5000 MULTI-FAMILY, HIGH DENSITY RESIDENTIAL
CLUC:	0003 MULTIFAMILY-APARTMENTS
Beds/Baths:	210/214
Floors:	1
Living Units:	174
Adj Sq Footage:	212,100
Lot Size:	215,840 SQ FT
Year Built:	1974
Legal Description:	11 52 40 4.955 AC GOLF COURSE TOWERS SUB PB 95-51 TRACT 'D' OR 16834-2686 0695 2 (5)

Sale Information:

Sale O/R:	16834-2686
Sale Date:	6/1995
Sale Amount:	$23,750,000

Assessment Information:

Year:	2004	2003
Land Value:	$2,590,080	$1,942,560
Building Value:	$6,589,220	$5,904,500
Market Value:	$9,179,300	$7,847,060
Assessed Value:	$9,179,300	$7,847,060
Total Exemptions:	$0	$0
Taxable Value:	$9,179,300	$7,847,060

Close

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Miami-Dade County, Florida

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MIAMI-DADE

Property Information Map

Aerial Photography - AirPhoto USA 2004 0 166 ft

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Summary Details:

Folio No.:	30-2011-002-0030
Property:	6970 NW 186 ST
Mailing Address:	F P APARTMENTS L P 400 LOCUST #690 DES MOINES IA 50309-

Property Information:

Primary Zone:	4100 RESIDENTIAL MULTI-FAMILY, HIGH DENSITY
CLUC:	0003 MULTIFAMILY-APARTMENTS
Beds/Baths:	176/167
Floors:	4
Living Units:	154
Adj Sq Footage:	199,215
Lot Size:	196,630 SQ FT
Year Built:	1973
Legal Description:	11 52 40 4.514 AC GOLF COURSE TOWERS SUB PB 95-51 TRACT 'C' OR 16834-2686 0695 2 (5)

Sale Information:

Sale O/R:	16834-2686
Sale Date:	6/1995
Sale Amount:	$23,750,000

Assessment Information:

Year:	2004	2003
Land Value:	$2,359,560	$1,769,670
Building Value:	$5,810,440	$5,195,248
Market Value:	$8,170,000	$6,964,918
Assessed Value:	$8,170,000	$6,964,918
Total Exemptions:	$0	$0
Taxable Value:	$8,170,000	$6,964,918

Close

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Miami-Dade County, Florida

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MIAMI-DADE

Property Information Map

Aerial Photography - AirPhoto USA 2004

0 166 ft

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Summary Details:

Folio No.:	30-2011-002-0020
Property:	6990 NW 186 ST
Mailing Address:	F P APARTMENTS L P 400 LOCUST #690 DES MOINES IA 50309-

Property Information:

Primary Zone:	4100 RESIDENTIAL MULTI-FAMILY, HIGH DENSITY
CLUC:	0003 MULTIFAMILY-APARTMENTS
Beds/Baths:	194/193
Floors:	5
Living Units:	156
Adj Sq Footage:	202,886
Lot Size:	196,630 SQ FT
Year Built:	1973
Legal Description:	11 52 40 4.514 AC GOLF COURSE TOWERS SUB PB 95-51 TRACT 'B' OR 16834-2686 0695 2 (5)

Sale Information:

Sale O/R:	16834-2686
Sale Date:	6/1995
Sale Amount:	$23,750,000

Assessment Information:

Year:	2004	2003
Land Value:	$2,359,560	$1,769,670
Building Value:	$5,940,440	$5,276,650
Market Value:	$8,300,000	$7,046,320
Assessed Value:	$8,300,000	$7,046,320
Total Exemptions:	$0	$0
Taxable Value:	$8,300,000	$7,046,320

Close

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MIAMI-DADE

Property Information Map

Aerial Photography - AirPhoto USA 2004 0 166 ft

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Summary Details:

Folio No.:	30-2011-002-0010
Property:	7010 NW 186 ST
Mailing Address:	F P APARTMENTS L P 400 LOCUST #690 DES MOINES IA 50309-

Property Information:

Primary Zone:	4100 RESIDENTIAL MULTI-FAMILY, HIGH DENSITY
CLUC:	0003 MULTIFAMILY-APARTMENTS
Beds/Baths:	130/129
Floors:	5
Living Units:	114
Adj Sq Footage:	124,521
Lot Size:	145,185 SQ FT
Year Built:	1973
Legal Description:	11 52 40 3.333 AC GOLF COURSE TOWERS SUB PB 95-51 TRACT 'A' OR 16834-2686 0695 2 (5)

Sale Information:

Sale O/R:	16834-2686
Sale Date:	6/1995
Sale Amount:	$23,750,000

Assessment Information:

Year:	2004	2003
Land Value:	$1,742,220	$1,306,665
Building Value:	$4,397,780	$3,847,850
Market Value:	$6,140,000	$5,154,515
Assessed Value:	$6,140,000	$5,154,515
Total Exemptions:	$0	$0
Taxable Value:	$6,140,000	$5,154,515

Close

RECYCLED

RESOLUTION NO. 4-ZAB-98-85

The following resolution was offered by Mr. Thomas A. Conger seconded by Mr. Jose A. Losa and upon poll of members present, the vote was as follows:

Thomas A. Conger	aye	Margaret Nelson	aye
Peter Goldring	aye	Mary Jean Risi	nay
Levi A. Johnson	aye	Murray Sisselman	aye
Jose A. Losa	aye	R. Jollivette Frazier	aye
Joyce Masso	aye		

WHEREAS, JOSE MILTON has applied for the following:

(1) MODIFICATION of Condition #3 of Resolution Z-190-71, passed and adopted by the Board of County Commissioners on the 16th day of September, 1971 which was further modified by Resolution Z-255-74, passed and adopted by the Board of County Commissioners on the 24th day of September, 1974 as follows:

FROM: "That in the approval of the plan, the same be substantially in accordance with that submitted for the hearing entitled 'Park Center', as prepared by Environmental Design Associates, and dated revised 10-17-73."

TO: "That in the approval of the plan, the same be substantially in accordance with that submitted for the hearing entitled 'Apartments Conversion for Country Club Towers', as prepared by Salvador M. Cruxent, Architect, dated 12-20-84, and consisting of 3 pages."

The purpose of the request is to permit the conversion of 320 existing units into 400 proposed units.

(2) USE VARIANCE to permit a density of 30.9 units per acre (23 units per acre permitted; 24.54 units per acre previously approved under Resolution Z-255-75).

The aforementioned plans are on file and may be examined in the Zoning Department.

SUBJECT PROPERTY: Tract "A", COUNTRY CLUB TOWERS SUBDIVISION, Plat book 117, Page 2.

LOCATION: 6700/6750/6790 N.W. 186 Street, Dade County, Florida, and

WHEREAS, a public hearing of the Metropolitan Dade County Zoning Appeals Board was advertised and held, as required by law, and all interested parties concerned in the matter were heard, and

WHEREAS, upon due and proper consideration having been given to the matter and to the recommendation of the Developmental Impact Committee, it is the opinion of this Board that the requested modification and use variance would be in harmony with the general purpose and intent of the regulations, would be compatible with the area and its development and would conform with the requirements and intent of the Zoning Procedure Ordinance;

NOW THEREFORE BE IT RESOLVED by the Metropolitan Dade County Zoning Appeals Board, that the requested Modification of Condition #3 of Resolution Z-190-71 which was further modified by Resolution Z-255-74 and the Use Variance pertaining to density be and the same are hereby approved.

The Zoning Director is hereby directed to make the necessary notations upon the maps and records of the Dade County Building and Zoning Department.

PASSED AND ADOPTED this 27th day of MARCH, 1985.

Heard 3/27/85
Hearing No. 85-3-1
4/1/85 aa

April 2, 1985

Mr. Jose Milton
18333 N.W. 68 Avenue
Miami, Florida 33015

Re: Hearing No. 85-3-1; Section 11-52-40
Location: 6700/6750/6790 NW 186 ST.

Dear Mr. Milton:

Enclosed herewith is a copy of Resolution No. 4-ZAB-98-84, adopted by the Metropolitan Dade County Zoning Appeals Board, approving your application.

You are hereby advised that the decision of the Zoning Appeals Board may be appealed by an aggrieved party (within 14 days), or by the Directors of the Dade County Building and Zoning Department and Planning Department (within 18 days), as is provided in Chapter 33-313 of the Code of Metropolitan Dade County, Florida; and that no can be issued until the appeal periods have expired, and only if no appeal has been filed. Application for necessary permits should be made with this Department. The deadline for an appeal by the applicant and/or an aggrieved party is Friday, April 12, 1985.

Very truly yours,

Chester C. Czebrinski
Assistant Director

CCC:aa

Enclosure

cc: Developmental Impact Committee

RECYCLED

REC 1531 PG 004
'71 OCT 8 AM 10:03

71R201060

11-52-90

AGREEMENT

THIS AGREEMENT entered into the 1st day of Sept, 1971 by and between

NEWPORT COUNTRY CLUB PROPERTIES, INC.

hereinafter referred to as "OWNERS" and the Board of County Commissioners, Metropolitan Dade County, Florida hereinafter referred to as the "COUNTY".

WITNESSETH:

WHEREAS, the OWNERS are fee simple title owners of the following described property, lying, being and situate in Dade County, Florida, to wit:

SEE ANNEXED EXHIBIT A

WHEREAS, the OWNERS are desirous of giving assurance to the COUNTY that the property will be developed substantially in accordance with the spirit and intent of the plans submitted to the COUNTY for a public hearing wherein the zoning and use of the subject property has been approved, unless said plans are modified and/or changed as a result of a PUBLIC HEARING or other appropriate action by the COUNTY.

NOW, THEREFORE, for good and valuable consideration, the parties have agreed as follows:

1. That said property shall be developed substantially in accordance with the spirit and intent of the plans previously submitted, prepared by Carson Bennett Wright, entitled Apartment Complex for Country Club of Miami, dated the 5 day of May, 19 71.

99739760

The plan was revised as a result of conferences held by various departments of the County and now depicts the spirit and intent of the OWNERS for the development of said property with the understanding that the size and locations of the building to be erected may not be exactly as shown on the master plan and that minor modifications in said plan may be made with the approval of the County Departments having jurisdiction thereof. However, in the event major changes or modifications in the plan are desired, the same shall be submitted for approval at a public hearing in the manner provided by the applicable ordinances of Dade County, Florida.

2. Where construction has occurred on said property, pursuant to a permit issued by the County, and inspections made and approval of occupancy given by the County, the same shall create a conclusive presumption that the buildings thus constructed comply with the intent and spirit of the master plan, and this Agreement shall not be construed as clouding the title to any of said property on which such development has occurred.

3. The OWNERS hereby agree to provide for permanent and safe access for pedestrian and vehicular traffic within the development and particularly for right of access for fire, police, health and sanitation and other public service personnel and vehicles. The streets or accessways shall be installed and maintained by the OWNER and shall include, but be not limited to, sidewalks, drainage facilities, water, sewers and fire hydrants, and will meet with the approval of the Directors of the Public Works and Building and Zoning Departments.

4. That this Agreement on the part of the OWNERS shall constitute a covenant running with the land and will be recorded in the public records of 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 by the Director of the Metropolitan Dade County Building and Zoning Department, 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above set forth.

NEWPORT COUNTRY CLUB PROPERTIES, INC.

ATTEST: _____ By _____
Secretary President

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Gene S. Fisher and A. W. Beck well known to me to be the President and Secretary respectively of the corporation named and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of September A.D. 1971.

Notary Public, State of Florida at Large

My Commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 12, 1973
BONDED THRU FRED W. DIESTELHORST

Prepared by:
John M. Thomson
5711 South Dixie Highway
South Miami, Florida

EXHIBIT A

ON: A portion of Tracts 1 and 2 in Sec. 11-52-40 of Florida Fruit Lands Company's Sub. #1 (PB 2, Pge. 17).

Commence at the NE corner of the NE¼ of said Section 11,; thence run South 0 degrees 04 minutes 37 seconds East along the East line of the NE¼ of said Section 11 for a distance of 230.17' to the Point of Beginning of the tract of land hereinafter to be described; thence run North 87 degrees 51 minutes 22 seconds West along a line 230' South of and parallel to the North line of the NE¼ of said Section 11 for a distance of 551.72' to a point of curvature of a circular curve to the left having for its elements a central angle of 24 degrees 19 minutes 38 seconds and a radius of 915.92'; thence run Westerly and Southwesterly along the arc of said circular curve to the left for a distance of 388.89' to a point of tangency; thence run South 67 degrees 49 minutes 00 seconds West for a distance of 22.95' to a point; said point lying on the Easterly right-of-way line of NW 68 Ave. according to the deed thereof as recorded in Official Record Book 2743 at Page 563 of the Public Records of Dade County, Florida; thence run South 23 degrees 18 minutes 56 seconds East along said Easterly right-of-way line for a distance of 430.86' to a point; thence run North 89 degrees 55 minutes 39 seconds East for a distance of 782.74' to a point; said point lying on the East line of the NE¼ of said Section 11; thence run North 0 degrees 04 minutes 37 seconds West along the East line of the NE¼ of said Section 11 for a distance of 449.37' to the Point of Beginning, less the following described parcel:

Commence at the NE corner of the NE¼ of said Section 11, thence run South 0 degrees 04 minutes 37 seconds East along the East line of the NE¼ of said Section 11 for a distance of 288.04' to a point thence South 89 degrees 55 minutes 39 seconds West parallel to the South line of the parcel of which this is a part, a distance of 150' to the point of beginning of land hereinafter described; thence run South 0 degrees 04 minutes 37 seconds East parallel to the East line of the NE¼ of said Section 11 for a distance of 175' to a point; thence run South 89 degrees 55 minutes 39 seconds West parallel to the South line of said parcel, a distance of 95' to a point, thence South 0 degrees 04 minutes 37 seconds East a distance of 15' to a point, thence South 89 degrees 55 minutes 39 seconds West a distance of 90' to a point; thence South 0 degrees 04 minutes 37 seconds East a distance of 140' to a point,; thence South 89 degrees 55 minutes 39 seconds West a distance of 80' to a point; thence North 0 degrees 04 minutes 37 seconds West parallel to the East line of said NE¼ of said Section 11 for a distance of 140' to a point; thence South 89 degrees 55 minutes 39 seconds West a distance of 210' to a point; thence North 0 degrees 04 minutes 37 seconds West a distance of 110' to a point; thence 89 degrees 55 minutes 39 seconds West a distance of 304.94' to the Easterly right-of-way line of NW 68 Ave. according to the deed thereof as recorded in Official Record Book 2743 at page 563 of the Public Records of Dade County, Florida; thence run North 23 degrees 18 minutes 56 seconds West along said East right-of-way line a distance of 88.45' to a point along the same; thence North 89 degrees 55 minutes 39 seconds East parallel to the South line of the parcel of which this is a part, a distance of 302.66' to a point; thence North 0 degrees 04 minutes 37 seconds West a distance of 25' to a point; thence North 89 degrees 55 minutes 39 seconds East a distance of 420' to a point; thence South 0 degrees 04 minutes 37 seconds East a distance of 20' to a point; thence North 89 degrees 55 minutes 39 seconds East a distance of 95' to the Point of Beginning.

RESOLUTION

The undersigned, A. W. Beck, Secretary of Newport Country Club Properties, Inc., a Florida Corporation, does hereby certify that at a special meeting of the Board of Directors held on August 30, 1971 at 10:00 A.M., at 5711 South Dixie Highway, South Miami, Florida, the following Resolution was duly adopted:

"RESOLVED: That the corporation make and enter into an agreement with the Board of County Commissioners of Metropolitan Dade County, to give assurance to the county that the property of the corporation, which is the subject of Zoning Resolution No. 4-ZAB-343-71, will be developed substantially in accordance with the spirit and intent of the plans prepared by Carson Bennett Wright entitled Apartment Complex for Country Club of Miami, dated May 5, 1971, and that the President and Secretary be and they are hereby authorized to execute and deliver such agreement on such terms and conditions as they may determine and to execute any other documents necessary to comply with the requirements of the county."

I further certify that the above resolution is in full force and effect and has not been modified or rescinded in any way.

NEWPORT COUNTRY CLUB
PROPERTIES, INC.

A. W. Beck
Secretary

Sworn to and subscribed
before me this 8th day
of September 1971.

Notary Public, State of Florida
at Large

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 12, 1973
BONDED THRU FRED W. DIESTELHORST

AGREEMENT

The undersigned, Country Club of Miami Corporation, a Florida corporation, Mortgagee, under that certain mortgage from Newport Country Club Properties, Inc. dated 25th day of June 1971 and recorded in Official Records Book 7280 Page 260 of the Public Records of Dade County, Florida under Clerk's File No. 71R29485 in the original amount of $924,000.00 covering all/or a portion of the property described in the foregoing agreement, do hereby acknowledge that the terms of said agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 3 day of September, 1971.

COUNTRY CLUB OF MIAMI CORPORATION

ATTEST: Donna J. Shankle
Donna J. Shankle
Ass't Secretary

Guy B. Bailey, President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Guy B. Bailey and Donna J. Shankle well known to me to be the President and Assistant Secretary respectively of the corporation named and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 3 day of September A.D. 1971.

Notary Public, State of Florida at Large

My Commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 3, 1973
BONDED THROUGH FRED W. DIESTELHORST

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA.
RECORD VERIFIED
E. B. LEATHERMAN,
CLERK CIRCUIT COURT
BY R. Davis D.C.

RECYCLED

71R20[illegible]63 '71 OCT 8 AM 10:04

OFF REC 7397 PG 620

11-52-40

AGREEMENT

THIS AGREEMENT entered into the 1st day of Sept., 1971 by and between NEWPORT COUNTRY CLUB PROPERTIES, INC.

hereinafter referred to as "OWNERS" and the Board of County Commissioners, Metropolitan Dade County, Florida hereinafter referred to as the "COUNTY".

WITNESSETH:

WHEREAS, the OWNERS are fee simple title owners of the following described property, lying, being and situate in Dade County, Florida, to wit:

SEE ANNEXED EXHIBIT A

WHEREAS, the OWNERS are desirous of giving assurance to the COUNTY that the property will be developed substantially in accordance with the spirit and intent of the plans submitted to the COUNTY for a public hearing wherein the zoning and use of the subject property has been approved, unless said plans are modified and/or changed as a result of a PUBLIC HEARING or other appropriate action by the COUNTY.

NOW, THEREFORE, for good and valuable consideration, the parties have agreed as follows:

1. That said property shall be developed substantially in accordance with the spirit and intent of the plans previously submitted, prepared by Carson Bennett Wright, entitled Apartment Complex for Country Club of Miami

dated the 5 day of May, 1971.

99739620

12.00

The plan was revised as a result of conferences held by various departments of the County and now depicts the spirit and intent of the OWNERS for the development of said property with the understanding that the size and locations of the building to be erected may not be exactly as shown on the master plan and that minor modifications in said plan may be made with the approval of the County Departments having jurisdiction thereof. However, in the event major changes or modifications in the plan are desired, the same shall be submitted for approval at a public hearing in the manner provided by the applicable ordinances of Dade County, Florida.

2. Where construction has occurred on said property, pursuant to a permit issued by the County, and inspections made and approval of occupancy given by the County, the same shall create a conclusive presumption that the buildings thus constructed comply with the intent and spirit of the master plan, and this Agreement shall not be construed as clouding the title to any of said property on which such development has occurred.

3. The OWNERS hereby agree to provide for permanent and safe access for pedestrian and vehicular traffic within the development and particularly for right of access for fire, police, health and sanitation and other public service personnel and vehicles. The streets or accessways shall be installed and maintained by the OWNER and shall include, but be not limited to, sidewalks, drainage facilities, water, sewers and fire hydrants, and will meet with the approval of the Directors of the Public Works and Building and Zoning Departments.

4. That this Agreement on the part of the OWNERS shall constitute a covenant running with the land and will be recorded in the public records of 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 by the Director of the Metropolitan Dade County Building and Zoning Department, 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above set forth.

NEWPORT COUNTRY CLUB PROPERTIES, INC.

ATTEST: _____
Secretary

By _____
President

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Gene S. Fisher and C. W. Beck well known to me to be the President and Secretary respectively of the corporation named and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of September A.D. 1971.

Jewel L. Kammons
Notary Public, State of Florida at Large

My Commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 12, 1973
BONDED THRU FRED W. DIESTELHORST

Prepared by:
John M. Thomson
5711 South Dixie Highway
South Miami, Florida

EXHIBIT A

ON: A portion of Tracts 1 and 2 in Section 11, Township 52 South, Range 40 East, Florida Fruit Lands Company's Sub. #1 (PB 2, Pge. 17), being more particularly described as follows:

Commence at the Northeast corner of the NE¼ of said Section 11; thence run South 0 degrees 04 minutes 37 seconds East along the East line of the NE¼ of said Sec. 11 for a distance of 288.04' to a point; thence South 89 degrees 55 minutes 39 seconds West parallel to the South line of the parcel of which this is a part, a distance of 150' to the point of beginning of land hereinafter described; thence run South 0 degrees 04 minutes 37 seconds East parallel to the East line of the NE¼ of said Section 11 for a distance of 175' to a point; thence run South 89 degrees 55 minutes 39 seconds West parallel to the South line of said parcel, a distance of 95' to a point; thence South 0 degrees 04 minutes 37 seconds East a distance of 15' to a point; thence South 89 degrees 55 minutes 39 seconds West a distance of 90' to a point; thence South 0 degrees 04 minutes 37 seconds East a distance of 140' to a point; thence South 89 degrees 55 minutes 39 seconds West a distance of 80' to a point; thence North 0 degrees 04 minutes 37 seconds West parallel to the East line of said NE¼ of said Section 11 for a distance of 140' to a point; thence South 89 degrees 55 minutes 39 seconds West a distance of 210' to a point; thence North 0 degrees 04 minutes 37 seconds West a distance of 110' to a point; thence South 89 degrees 55 minutes 39 seconds West a distance of 304.94' to the Easterly right-of-way line of Northwest 68 Ave. according to the deed thereof as recorded in Official Record Book 2743 at page 563 of the Public Records of Dade County, Florida; thence run North 23 degrees 18 minutes 56 seconds West along said East right-of-way line a distance of 85.94' to a point; thence North 67 degrees 49 minutes 00 seconds East a distance of 6.17'; thence North 89 degrees 55 minutes 39 seconds East parallel to the South line of the parcel of which this is a part, a distance of 296.00' to a point; thence North 0 degrees 04 minutes 37 seconds West a distance of 25' to a point; thence North 89 degrees 55 minutes 39 seconds East a distance of 420' to a point; thence South 0 degrees 04 minutes 37 seconds East a distance of 20' to a point; thence North 89 degrees 55 minutes 39 seconds East a distance of 95' to the Point of Beginning.

RESOLUTION

The undersigned, A. W. Beck, Secretary of Newport Country Club Properties, Inc., a Florida Corporation, does hereby certify that at a special meeting of the Board of Directors held on August 30, 1971 at 10:00 A.M., at 5711 South Dixie Highway, South Miami, Florida, the following Resolution was duly adopted:

"RESOLVED: That the corporation make and enter into an agreement with the Board of County Commissioners of Metropolitan Dade County, to give assurance to the county that the property of the corporation, which is the subject of Zoning Resolution No. 4-ZAB-343-71, will be developed substantially in accordance with the spirit and intent of the plans prepared by Carson Bennett Wright entitled Apartment Complex for Country Club of Miami, dated May 5, 1971, and that the President and Secretary be and they are hereby authorized to execute and deliver such agreement on such terms and conditions as they may determine and to execute any other documents necessary to comply with the requirements of the county."

I further certify that the above resolution is in full force and effect and has not been modified or rescinded in any way.

NEWPORT COUNTRY CLUB
PROPERTIES, INC.

A. W. Beck

Secretary

Sworn to and subscribed
before me this 8th day
of September 1971.

Sandra Kimmons

Notary Public, State of Florida
at Large

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 12, 1973
BONDED THRU FRED W. DIESTELHORST

AGREEMENT

The undersigned, Country Club of MiamiCorporation, a Florida corporation, Mortgagee, under that certain mortgage from Newport Country Club Properties, Inc. dated 25th day of June 1971 and recorded in Official Records Book 7280 Page 260 of the Public Records of Dade County, Florida under Clerk's File No. 71R129485 in the original amount of $924,000.00 covering all/or a portion of the property described in the foregoing agreement, do hereby acknowledge that the terms of said agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 3 day of September, 1971.

COUNTRY CLUB OF MIAMI CORPORATION

ATTEST: Donna J. Shankle
Donna J. Shankle
Ass't. Secretary

Guy B. Bailey, President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Guy B. Bailey and Donna J. Shankle well known to me to be the President and Assistant Secretary respectively of the corporation named and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 3 day of September A.D. 1971.

Allora L Crowell
Notary Public, State of Florida at Large

My Commission expires:

NOTARY PUBLIC STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES JUNE 3, 1973
BONDED THROUGH FRED W. DIETELHORST

RECORDED IN OFFICIAL RECORDS BOOK OF DADE COUNTY, FLORIDA.
RECORD VERIFIED
E. B. LEATHERMAN,
CLERK CIRCUIT COURT
BY T. L. Davis D.C.

71R201059 '71 OCT 8 AM 10:03 OFF REC 7397 PG 597

11-52-40

AGREEMENT

THIS AGREEMENT entered into the 1 day of Sept, 19 71 by and between

NEWPORT COUNTRY CLUB PROPERTIES, INC.

hereinafter referred to as "OWNERS" and the Board of County Commissioners, Metropolitan Dade County, Florida hereinafter referred to as the "COUNTY".

WITNESSETH:

WHEREAS, the OWNERS are fee simple title owners of the following described property, lying, being and situate in Dade County, Florida, to wit:

SEE ANNEXED EXHIBIT A

4243-343.71

WHEREAS, the OWNERS are desirous of giving assurance to the COUNTY that the property will be developed substantially in accordance with the spirit and intent of the plans submitted to the COUNTY for a public hearing wherein the zoning and use of the subject property has been approved, unless said plans are modified and/or changed as a result of a PUBLIC HEARING or other appropriate action by the COUNTY.

NOW, THEREFORE, for good and valuable consideration, the parties have agreed as follows:

1. That said property shall be developed substantially in accordance with the spirit and intent of the plans previously submitted, prepared by Carson Bennett Wright, entitled Apartment Complex for Country Club of Miami

dated the 5 day of May, 19 71.

DC
PC

99115240

16 RC

The plan was revised as a result of conferences held by various departments of the County and now depicts the spirit and intent of the OWNERS for the development of said property with the understanding that the size and locations of the building to be erected may not be exactly as shown on the master plan and that minor modifications in said plan may be made with the approval of the County Departments having jurisdiction thereof. However, in the event major changes or modifications in the plan are desired, the same shall be submitted for approval at a public hearing in the manner provided by the applicable ordinances of Dade County, Florida.

2. Where construction has occurred on said property, pursuant to a permit issued by the County, and inspections made and approval of occupancy given by the County, the same shall create a conclusive presumption that the buildings thus constructed comply with the intent and spirit of the master plan, and this Agreement shall not be construed as clouding the title to any of said property on which such development has occurred.

3. That this Agreement on the part of the OWNERS shall constitute a covenant running with the land and will be recorded in the public records of 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 by the Director of the Metropolitan Dade County Building and Zoning Department, 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above set forth.

NEWPORT COUNTRY CLUB PROPERTIES, INC.

ATTEST: _____ Secretary

By _____ President

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Gene S. Fisher and U. W. Beck well known to me to be the President and Secretary respectively of the corporation named and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of September A.D. 1971.

Jewel J. Kemmons
Notary Public, State of Florida at Large

My Commission expires:
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 12, 1973
BONDED THRU FRED W. DIESTELHORST

Prepared by:
John M. Thomson
5711 South Dixie Highway
South Miami, Florida

EXHIBIT A

ON: A portion of Tracts 1 and 2 in Sec. 11-52-40 of Florida Fruit Lands Company's Sub. #1 (PB 2, Pge. 17).

ON: Commence at NE corner of Section 11, Twp. 52 South, Rge. 40 East; th. South 0 degrees 04 minutes 37 seconds East along the East line of said Section 11 for a Distance of 55.04' to the Point of Beginning of the parcel of land hereinafter to be described; thence continue South 0 degrees 04 minutes 37 seconds East for a distance of 175.13' to a point; thence run North 87 degrees 51 minutes 22 seconds West along a line 230' South of and parallel to the North line of said Section 11 for a distance of 551.63' to a point of curvature of a circular curve to the left having for its elements a central angle of 24 degrees 19 minutes 38 seconds and a radius of 915.92'; thence run along the arc of said circular curve for a distance of 388.89' to a point of tangency; thence on South 67 degrees 49 minutes 00 seconds West for a distance of 22.95' to a point; thence run North 23 degrees 16 minutes 56 seconds West for a distance of 175.00' to a point; thence run North 67 degrees 49 minutes 00 seconds East for a distance of 26.41' to a point of curvature of a circular curve to the right having for its elements a central angle of 24 degrees 19 minutes 30 seconds and a radius of 1090.92'; thence run along the arc of said circular curve for a distance of 463.19' to a point of tangency; thence run North 87 degrees 51 minutes 22 seconds West for a distance of 544.93' to the Point of Beginning.

All according to plans submitted with application and on file in Zoning Department as rendered by Carson Bennett Wright, A.I.A., entitled "Apartment Complex for Country Club of Miami", and dated May 5, 1971.

LOCATION: SE corner of NW 186 St. and NW 68 Ave., Dade County, Florida.

RESOLUTION

The undersigned, A. W. Beck, Secretary of Newport Country Club Properties, Inc., a Florida Corporation, does hereby certify that at a special meeting of the Board of Directors held on August 30, 1971 at 10:00 A.M., at 5711 South Dixie Highway, South Miami, Florida, the following Resolution was duly adopted:

"RESOLVED: That the corporation make and enter into an agreement with the Board of County Commissioners of Metropolitan Dade County, to give assurance to the county that the property of ~~the corporation~~, which is the subject of Zoning Resolution No. 4-ZAB-343-71, will be developed substantially in accordance with ~~the~~ spirit and intent of the plans prepared by Carson Bennett Wright entitled Apartment Complex for Country Club of Miami, dated May 5, 1971, and that the President and Secretary be and they are hereby authorized to execute and deliver such agreement on such terms and conditions as they may determine and to execute any other documents necessary to comply with the requirements of the county."

I further certify that the above resolution is in full force and effect and has not been modified or rescinded in any way.

NEWPORT COUNTRY CLUB
PROPERTIES, INC.

Secretary

Sworn to and subscribed
before me this 8th day
of September, 1971.

Notary Public, State of Florida
at Large

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 12, 1973
BONDED THRU FRED W. DIESTELHORST

A G R E E M E N T

The undersigned, Country Club of Miami Corporation, a Florida corporation, Mortgagee, under that certain mortgage from Newport Country Club Properties, Inc. dated 25th Day of June 1971 and recorded in Official Records Book 7280 Page 260 of the Public Records of Dade County, Florida under Clerk's File No. 71R129485 in the original amount of $924,000.00 covering all/or a portion of the property described in the foregoing agreement, do hereby acknowledge that the terms of said agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 3rd day of September, 1971

COUNTRY CLUB OF MIAMI CORPORATION

ATTEST: Donna J. Shankle
Donna J. Shankle
Ass't. Secretary

Guy B. Bailey, President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Guy B. Bailey and Donna J. Shankle well known to me to be the President and Assistant Secretary respectively of the corporation named and who executed the foregoinginstrument and they acknowledged before me that they executed the same

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of September A.D. 1971.

Notary Public, State of Florida
at Large

My Commission expires:
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 6, 1974
BONDED THROUGH FRED W. DIX, INC.

OFF REC 7397 PG 603

AGREEMENT

The undersigned, HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF HOLLYWOOD, a corporation existing under the laws of the United States of America, Mortgagee, under that certain mortgage from G & B Enterprises dated 22nd day of April, 1968, and recorded in Official Records Book 5918, Page 219 of the Public Records of Dade County, Florida, under Clerk's File No. 68R70782 in the original amount of $60,000.00 covering all/or a portion of the property described in the foregoing agreement, do hereby acknowledge that the terms of said agreement are and shall be binding upon the Mortgagor, aforesaid, and the undersigned for itself and its successors in title, does consent to same.

IN WITNESS WHEREOF, these presents have been executed this 8th day of September, 1971.

HOME FEDERAL SAVINGS
AND LOAN ASSOCIATION
OF HOLLYWOOD

ATTEST: Martha Fortson
Asst Secretary

[signature]
Vice-President

RECORDED IN OFFICIAL RECORDS BOOK OF DADE COUNTY, FLORIDA. RECORD VERIFIED
E. B. LEATHERMAN
CLERK CIRCUIT COURT
BY [signature] D.C.

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF ~~DADE~~) ss.:
BROWARD

I HEREBY CERTIFY that on this day, before me, an officer, duly authorized in the State and County aforesaid to take acknowledgments, personally appeared
well known to me to be the Vice-President and Secretary respectively of the corporation named and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of September 1971.

Margaret Van Der Wynke
Notary Public, State of
Florida at Large

My Commission expires:

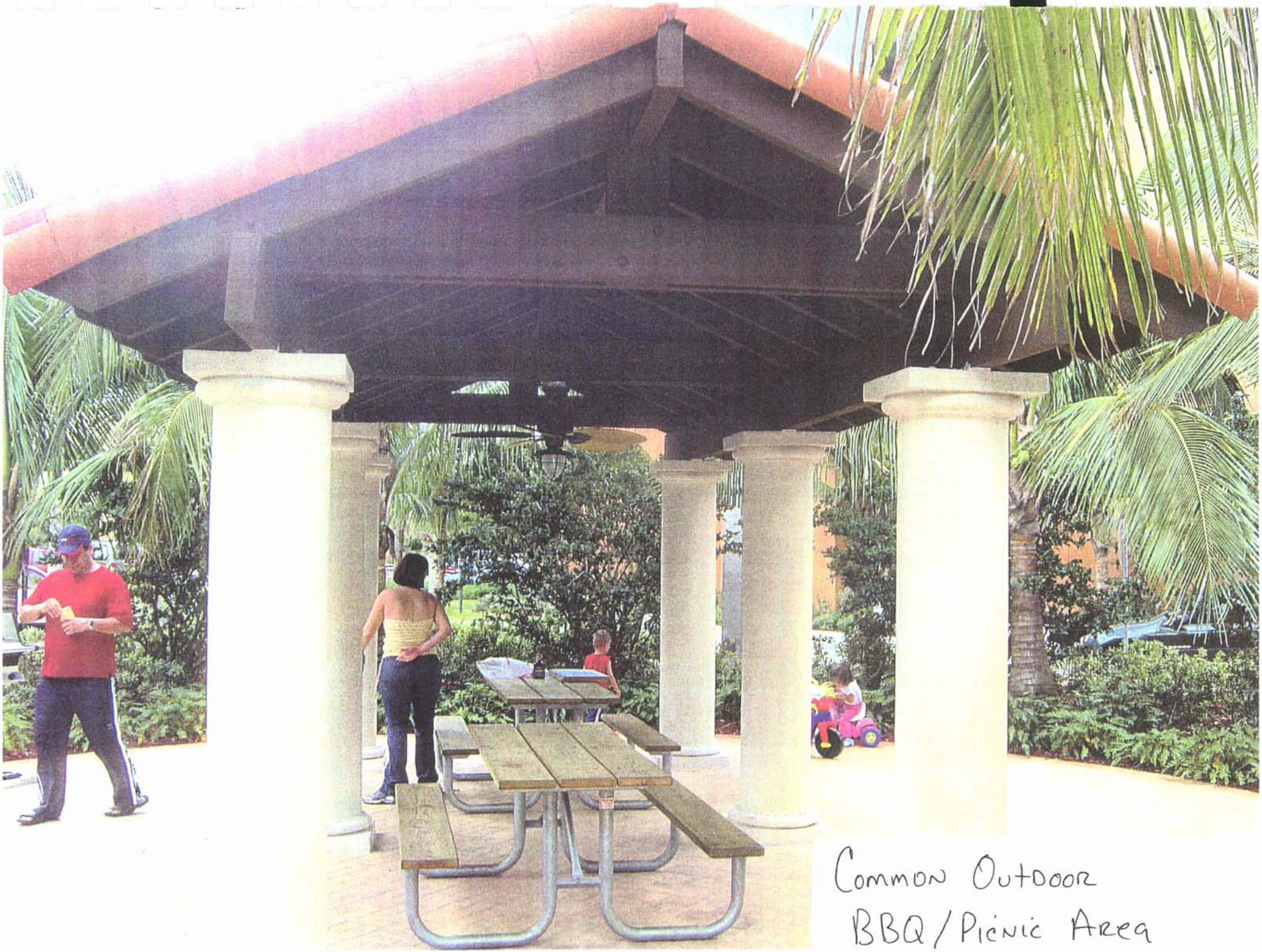
NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES NOV. 25, 1972
BONDED THROUGH FRED W. [illegible]

Royal Palms
7705 NW 7th Street

Club House

Main Swimming Pool

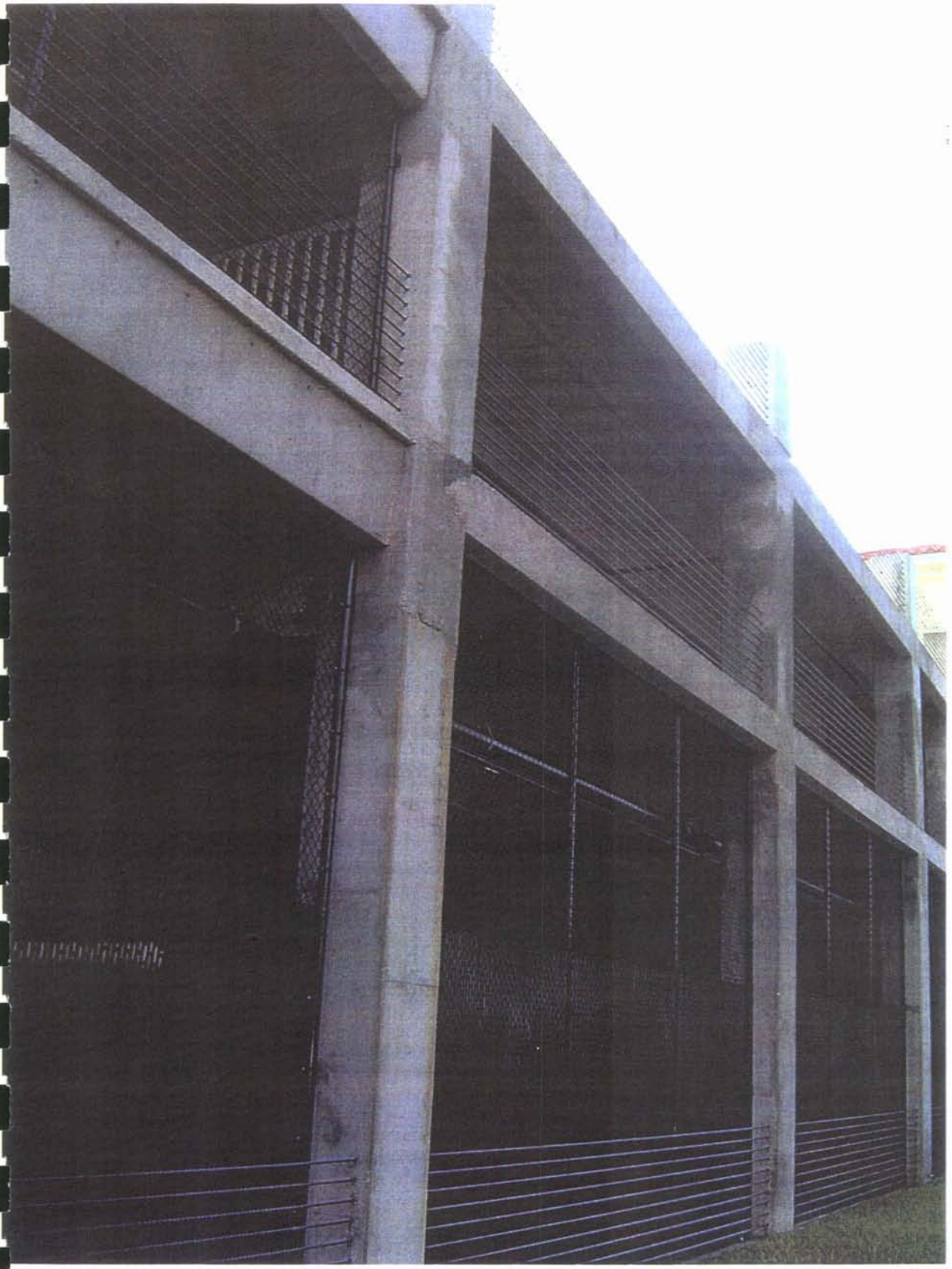
Kiddie Pool



Common Outdoor
BBQ / Picnic Area

Appealing Variation on Exterior Facade

Exterior Wall



10/6/2004 11:59 AM

Royal Palms Apartments

Building 1

Market

1.36/SF 1.27/SF

South/ Pool View

South/Apt# Pool View	01 826 HWY	03	05	07	09	11	15	17	19	21
Type	2/1 C	1/1 A	1/1 A	2/2 B	2/2 B	2/2 B	2/2 B	1/1 A	1/1 A	2/2 C
Square Ft	995	845	845	1085	1085	1085	1085	845	845	1014
8	$1350	$1185	$1185	$1395	$1395	$1395	$1395	$1220	$1215	$1375
7	$1335	$1170	$1170	$1385	$1385	$1385	$1385	$1205	$1195	$1360
6	$1320	$1165	$1165	$1380	$1380	$1380	$1380	$1200	$1190	$1355
5	$1315	$1155	$1155	$1375	$1375	$1375	$1375	$1195	$1185	$1345
4	$1310	$1150	$1150	$1370	$1370	$1370	$1370	$1190	$1180	$1340
3	$1305	$1140	$1140	$1365	$1365	$1365	$1365	$1185	$1175	$1335
2	$1300	$1130	$1130	$1360	$1360	$1360	$1360	$1175	$1170	$1325
1	1/1 A $1050	$1120	$1120	$1355	$1355	$1355	$1355	$1170	$1165	$1315

North/ Parking Lot View

North/Apt# Parking Lot	02 826 HWY	04	06	08	10	12	14	16
Type	2/2 B	2/2 B	2/2 B	2/2 B	2/2 B	2/2 B	2/2 B	2/2 B
Square Ft	995	1085	1085	1085	1085	1085	1085	1085
8	$1350	$1350	$1350	$1350	$1350	$1350	$1350	$1350
7	$1335	$1335	$1335	$1335	$1335	$1335	$1335	$1335
6	$1330	$1330	$1330	$1330	$1330	$1330	$1330	$1330
5	$1325	$1325	$1325	$1325	$1325	$1325	$1325	$1325
4	$1320	$1320	$1320	$1320	$1320	$1320	$1320	$1320
3	$1315	$1315	$1315	$1315	$1315	$1315	$1315	$1315
2	$1310	$1310	$1310	$1310	$1310	$1310	$1310	$1310
1	$1295	$1295	$1295	$1295	$1295	$1295	$1295	$1295

1/12/2005 2:31 PM

Royal Palms Apartments

Building 2

Market

West/Courtyard View

West/Apt# Courtyard	01 7th street	03	05	07	09	11	15	17	19
Type	3/2 E	2/2 D	2/2 B	2/2 B	2/2 B	2/2 B	2/2 B	1/1 A	2/1 C
Square Ft	1426	1287	1085	1085	1085	1085	1085	845	995
9	$1625	$1450	$1350	$1350	$1350	$1360	$1370	$1200	$1320
8	$1610	$1435	$1335	$1335	$1335	$1345	$1355	$1185	$1305

West/Apt# Courtyard	01 7th street	03	05	07	09	11	15	17	19	21
Type	2/2 C	1/1 A	1/1 A	2/2 B	2/2 B	2/2 B	2/2 B	2/2 B	1/1 A	2/1 C
Square Ft	1014	845	845	1085	1085	1085	1085	1085	845	995
7	$1325	$1175	$1175	$1330	$1330	$1330	$1345	$1350	$1175	$1295
6	$1315	$1165	$1165	$1320	$1320	$1320	$1335	$1340	$1170	$1285
5	$1305	$1155	$1155	$1310	$1310	$1310	$1325	$1330	$1160	$1275
4	$1295	$1145	$1145	$1300	$1300	$1300	$1315	$1320	$1150	$1265
3	$1285	$1135	$1135	$1295	$1295	$1295	$1305	$1310	$1140	$1255
2	$1275	$1125	$1125	$1285	$1285	$1285	$1295	$1300	$1135	$1245
1	$1250	$1100	$1100	$1275	$1275	$1225	$1275	$1285	$1125	1/1 A $1100

East/ Parking Lot View

East/Apt# Parking Lot	02 7th street	04	06	08	10	12	14	16
Type	2/2 B	2/2 B	2/2 B	2/2 B	2/2 B	2/2 B	2/2 D	3/2 E
Square Ft	1085	1085	1085	1085	1085	1085	1287	1426
9	$1335	$1335	$1335	$1335	$1340	$1340	$1475	$1650
8	$1320	$1320	$1320	$1320	$1325	$1325	$1460	$1635

East/Apt# Parking Lot	02 7th street	04	06	08	10	12	14	16	18
Type	2/2 B	2/2 B	2/2 B	2/2 B	2/2 B	2/2 B	1/1 A	1/1 A	2/2 C
Square Ft	1085	1085	1085	1085	1085	1085	845	845	1014
7	$1310	$1310	$1310	$1310	$1320	$1320	$1175	$1175	$1340
6	$1300	$1300	$1300	$1300	$1310	$1310	$1165	$1165	$1330
5	$1290	$1290	$1290	$1290	$1300	$1300	$1155	$1155	$1320
4	$1280	$1280	$1280	$1280	$1290	$1290	$1140	$1140	$1300
3	$1270	$1270	$1270	$1270	$1280	$1280	$1130	$1130	$1280
2	$1265	$1265	$1265	$1265	$1270	$1270	$1120	$1120	$1270
1	$1250	$1250	$1250	$1250	$1250	$1250	$1100	$1100	$1250

Leased, [redacted], Model, Maint. Storage, [redacted]

1/12/2005 5:23 PM

Royal Palms Apartments

Building 3

Market Price

East/Courtyard View

East/Apt# Courtyard	01 7th street	03	05	07	09	11	1 5	17	19
Type	3/2 E	2/2 D	2/2 B	2/2 B	2/2 B	2/2 B	2/2 B	1/1 A	2/1 C
Square Ft	1426	1287	1085	1085	1085	1085	1085	845	995
9	$1625	$1450	$1350	$1350	$1350	$1360	$1370	$1200	$1320
8	$1610	$1435	$1335	$1335	$1335	$1345	MODEL $1355	MODEL $1185	$1305

East/Apt# Courtyard	01 7th street	03	05	07	09	11	15	17	19	21
Type	2/2 C	1/1 A	1/1 A	2/2 B	2/2 B	2/2 B	2/2 B	2/2 B	1/1 A	2/1 C
Square Ft	1014	845	845	1085	1085	1085	1085	1085	845	995
7	$1325	$1175	$1175	$1330	$1330	$1330	$1345	$1350	$1175	$1295
6	$1315	$1165	$1165	$1320	$1320	$1320	$1335	$1340	$1170	$1285
5	$1305	$1155	$1155	$1310	$1310	$1310	$1325	$1330	$1160	$1275
4	$1295	$1145	$1145	$1300	$1300	$1300	$1315	$1320	$1150	$1265
3	$1285	$1135	$1135	$1295	$1295	$1295	$1305	$1310	$1140	$1255
2	$1275	$1125	$1125	$1285	$1285	$1285	$1295	$1300	$1135	$1245
1	$1250	$1100	$1100	$1275	$1275	$1225	$1275	$1285	$1125	1/1 A $1100

West/ Parking Lot View

West/Apt# Parking Lot	02 7th street	04	06	08	10	12	14	16
Type	2/2 B	2/2 B	2/2 B	2/2 B	2/2 B	2/2 B	2/2 D	3/2 E
Square Ft	1085	1085	1085	1085	1085	1085	1287	1426
9	$1350	$1350	$1350	$1350	$1350	$1350	$1450	$1625
8	$1335	$1335	$1335	$1335	$1335	$1330	$1435	$1610

West/Apt# Parking Lot	02 7th street	04	06	08	10	12	14	16	18
Type	2/2 B	2/2 B	2/2 B	2/2 B	2/2 B	2/2 B	1/1 A	1/1 A	2/2 C
Square Ft	1085	1085	1085	1085	1085	1085	845	845	1014
7	$1325	$1325	$1325	$1325	$1325	$1325	$1170	$1170	$1325
6	$1315	$1315	$1315	$1315	$1315	$1315	$1160	$1160	$1315
5	$1305	$1305	$1305	$1305	$1305	$1305	$1150	$1150	$1305
4	$1295	$1295	$1295	$1295	$1295	$1295	$1140	$1140	$1295
3	$1285	$1285	$1285	$1285	$1285	$1285	$1130	$1130	$1285
2	$1275	$1275	$1275	$1275	$1275	$1275	$1120	$1120	$1275
1	$1250	$1250	$1250	$1250	$1250	$1250	$1100	$1100	$1250

Leased, [redacted], Model, Maint. Storage, [redacted]

Country Club Towers

All prices on this page are according to good credit *and certain restrictions applied*

	Efficiency	Studio	1 - 1AD	1 - 1A	1-1 1/2	2-1/2-2B	2-2B	2-2D	3-2.
Market Price	$650	$690	$785	$800	$810	$970	$995	$1,030	$1,295

Holland+Knight

Tel 305 374 8500
Fax 305 789 7799

Holland & Knight LLP
701 Brickell Avenue, Suite 3000
Miami, FL 33131
www.hklaw.com

Juan J. Mayol, Jr.
305 789 7787
juan.mayol@hklaw.com

March 30, 2005

VIA HAND DELIVERY
Nancy Rubin, Esq.
Legal Council, Miami-Dade County
Department of Planning and Zoning
111 NW 1st Street, 11th Floor
Miami, Florida 33128

Re: Public Hearing No. 2004-424 / Village Shopping Center Trust, LLC and Country Club Trust, LLC / Proposed Declaration of Restrictions (CZAB 5: 3/31/05)

Dear Nancy:

In connection with the above referenced public hearing, enclosed please find the executed Declarations of Restrictions and our opinion of title.

Thank you for your attention to this matter. Should you have any questions or comments, please do not hesitate to contact me.

Sincerely,

Juan J. Mayol, Jr.

JJM /ma

2684861_v1

RECEIVED
LEGAL COUNSEL SEC.
05 MAR 30 PM 2:55

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

(Space Above For Clerk)

DECLARATION OF RESTRICTIONS

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," and

IN ORDER TO ASSURE the **County** that representations made by the Owners during consideration of Public Hearing No. Z2004000424 (the "Application") will be abided by the Owners freely, voluntarily and without duress make the following Declaration of Restrictions (the "Declaration") covering and running with the Property:

(1) That said Property shall be developed substantially in accordance with the plans previously submitted to the Miami-Dade County Department of Planning and Zoning (the "Plans"), prepared by Salvador M. Cruxent, entitled "Country Club Towers Second Phase II", dated signed and sealed the 17th day of February, 2005, except as modified to provide for compliance with all applicable landscaping regulations set forth in Chapter 18A of the Code of Miami-Dade County, Florida, as described in paragraph four (4) below, said Plans being on file with the Department of Planning and Zoning, and by reference made a part of this agreement, as may be further modified at the public hearing on the Application.

(2) That the new residential development of said Property shall not exceed a total of six hundred fifty-five (655) dwelling units comprising a maximum dwelling count of three hundred twenty (320) dwelling units existing on the North Parcel and three hundred thirty-five (335) dwelling units on the South Parcel.

(3) That to the extent Severable Use Rights ("SURs") may be necessary to effectuate the Plans described in paragraph one (1) above, the Owners, its successors or assigns will purchase and apply the required SURs prior to obtaining final plat approval or to obtaining any building permits, whichever shall occur first.

(4) That said 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.

(5) That the building located on the South Parcel entitled "Recreation/Gymnasium" on the Plans shall not utilized for any purpose other than as a community clubhouse/fitness center for Property residents and their guests and/or as a Property leasing office, all in compliance with Section 33-207.6 of the Code of Miami-Dade County.

(6) That prior to final zoning inspection, the Owners, at their sole expense, shall provide and install two (2) bus stops in the public right-of-way along the Property and/or on said Property at locations to be approved by the Miami-Dade Transit Department.

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 Owners 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 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 the public welfare. Owners, 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 the Property, 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 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.

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 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.

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.

Owners. The term Owners shall include the Owner(s), and their heirs, successors and assigns.

[Execution Pages Follow]

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

Witnesses:

Print Name: REX M. BARKER

Print Name: Bernie Bequerano

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

By: _____
Jose Milton
3211 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.

YVONNE A. BODDEN
MY COMMISSION # DD 282023
EXPIRES: March 4, 2008
Bonded Thru Notary Public Underwriters

Notary Public
Print Name: YVONNE A. BODDEN
My Commission Expires: _____

Witnesses:

Print Name: REX H. BARKER

Print Name: Beatrice Figueiredo

COUNTRY CLUB TRUST, LLC, a Florida limited liability company

By: _____
Jose Milton
3211 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 Country Club Trust, LLC, a Florida limited liability company, who is personally known to me or produced a valid driver's license as identification.

YVONNE A. BODDEN
MY COMMISSION # DD 282023
EXPIRES: March 4, 2008
Bonded Thru Notary Public Underwriters

Notary Public
Print Name: YVONNE A. BODDEN
My Commission Expires: _____

Serial No. (None, if blank): _____

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.

MIAMI-DADE COUNTY
OPINION OF TITLE

TO: MIAMI-DADE COUNTY, a political subdivision of the State of Florida

With the understanding that this Opinion of Title is furnished to MIAMI-DADE COUNTY, FLORIDA, as an inducement for acceptance of a Declaration of Restrictions, it is hereby certified that I have examined those title policies issued by First American Title Title Insurance Company Commitments Nos. 1062-387648 and 1062-387663 (the "Commitments"), which Commitments cover the period from the BEGINNING through November 8, 2003, at 8:00 a.m.; and an Attorney's Title Insurance Fund computer title update which covers the period of time from the Commitments through February 27, 2005 at 11:00 p.m., inclusive, of the following described real property located and situated in Miami-Dade County, Florida:

TRACT "A" of COUNTRY CLUB OF MIAMI VILLAGE CENTER, according to the plat thereof, as recorded in Plat Book 99, Page 61, of the Public Records of Miami-Dade County, Florida. (Parcel 1); and

TRACT "A" of COUNTRY CLUB TOWERS SUBDIVISION, according to the plat thereof, as recorded in Plat Book 117, Page 2, of the Public Records of Miami-Dade County, Florida (Parcel 2)

I am of the opinion that on the last mentioned date, the fee simple title to the above-described property was vested in:

Village Shopping Center Trust, LLC., a Florida limited liability company (Parcel 1)
Country Club Trust, LLC., a Florida limited liability company (Parcel 2)

Subject to the following encumbrances, liens and other exceptions:

1. RECORDED MORTGAGES:

   NONE

2. RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS:

   NONE

3. GENERAL EXCEPTIONS:

   (a) All taxes for the year 2001 and subsequent years.

   (b) Rights of persons other than the above owners who are in possession.

   (c) Facts that would be disclosed upon accurate survey.

   (d) Any unrecorded labor, mechanics' or materialmen's liens.

   (e) Zoning and other restrictions imposed by governmental authority.

4. SPECIAL EXCEPTIONS: (As to Parcel 1)

A. Restrictions, dedications, conditions, reservations, easements and other matters as shown on the Plat of Country Club of Miami Village Center recorded in Plat Book 99, Page 61 of the Public Records of Miami-Dade County, Florida.

B. Reservations as set forth as items 6 and 7 in Warranty Deed filed January 11, 1974 and recorded in Official Records Book 8560, Page 1614 of the Public Records of Miami-Dade County, Florida.

C. Right-of-Way Agreement in favor of Florida Power and Light Company, as recorded under Clerk's File No. DD-164830 of the Public Records of Miami-Dade County, Florida.

D. Protective Covenants recorded under Clerk's File No. 66R-139140 in Official Records Book 5196, Page 553, as modified by Amendment to Protective Covenants, filed June 30, 1971 recorded in Official Records Book 7280, Page 253, and as modified by Amendment to Protective Covenants filed May 24, 1973 and recorded in Official Records Book 8299, Page 169 of the Public Records of Miami-Dade County, Florida.

E. Easement(s) in favor of Sunshine Utilities, Inc., a Florida corporation, as set forth in instrument(s), filed August 8, 1974 and recorded in Official Records Book 8750, Page 693, as assigned t0 Miami-Dade County Water and Sewer Authority by Assignment and Quitclaim of Right-of-Way, Permits and Easements filed in March 6, 1980 and recorded in Official Records Book 10678, Page 1952 of the Public Records of Miami-Dade County, Florida.

F. Easement(s) in favor of Florida Power and Light Company set forth in instrument(s), filed May 2, 1975 and recorded in Official Records Book 8978, Page 1059 of the Public Records of Miami-Dade County, Florida.

G. Easement Agreement between United Property Management, Inc., as Grantor, and TCI TKR of South Florida, Inc., as Operator, filed January 10,2 002 and recorded in Official Records Book 20134, Page 882 of the Public Records of Miami-Dade County, Florida.

H. The rights of tenants in possession, as tenants only, under unrecorded leases.

I. Any lien as provided for the Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges by any water, sewer or gas systems supplying the lands described therein.

SPECIAL EXCEPTIONS (As to Parcel 2)

A. Restrictions, dedications, conditions, reservations, easements and other matters as shown on the Plat of Country Club Towers Subdivision recorded in Plat Book 117, Page 2 of the Public Records of Miami-Dade County, Florida.

B. Reservations as set forth as Items 6, 7 and 8 in Warranty Deed filed June 30, 1971 and recorded in Official Records Book 7280, Page 256 of the Public Records of Miami-Dade County, Florida.

C. Right-of-Way Agreement in favor of Florida Power & Light Company recorded under Clerk's File No. DD-164830 of the Public Records of Miami-Dade County, Florida.

D. Assignment of Rights and Leases filed April 26, 1996 and recorded in Official Records Book 17180, Page 939 of the Public Records of Miami-Dade County, Florida.

E. Agreement with Metropolitan Dade County Board of County Commissioners recorded in Official Records Book 7397, Page 597 of the Public Records of Miami-Dade County, Florida.

F. Agreement with Metropolitan Dade County Board of County Commissioners recorded in Official Records Book 7397, Page 604 of the Public Records of Miami-Dade County, Florida.

G. Agreement with Metropolitan Dade County Board of County Commissioners recorded in Official Records Book 7397, Page 620 of the Public Records of Miami-Dade County, Florida.

H. Easement(s) in favor of Sunshine Utilities, Inc., a Florida corporation, set forth in instrument(s) filed August 8, 1974 and recorded in Official records Book 8750, Page 693, as assigned to Miami-Dade County Water and Sewer Authority by Assignment and Quitclaim of Right-of-Way, Permits and Easements filed March 6, 1980 and recorded in Official Records Book 10678, Page 1952 of the Public Records of Miami-Dade County, Florida.

I. Agreement for the Construction of water Facilities and for the Provision of Water Service filed January 16, 1981 and recorded in Official Records Book 10988, page 1684 of the Public Records of Miami-Dade County, Florida.

J. Agreement for the Construction of Sanitary Sewage Facilities and for the Disposal of Sanitary Sewage filed January 16, 1981 and recorded in Official Records Book 10988, Page 1708 of the Public Records of Miami-Dade County, Florida.

K. Grant of Easement in favor of Miami-Dade Water and Sewer Authority set forth ins instrument(s) filed August 31, 1981 and recorded in Official Records Book 11200, Page 11299 of the Public Records of Miami-Dade County, Florida.

L. Grant of Easement in favor of Storer Cable TV of Florida, Inc., a set forth in instrument(s) filed October 28, 1985 and recorded in Official Records Book 12681, Page 648 of the Public Records of Miami-Dade County, Florida.

M. The rights of tenants in possession, as tenants only, under unrecorded lease.

ALL RECORDING INFORMATION REFERS TO THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

It is my opinion that the following party(ies) 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 Number
Village Shopping Center Trust, LLC., a Florida limited liability company (Parcel 1)	Owners
Country Club Trust, LLC., a Florida limited liability company (Parcel 2)	

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 a member in good standing of the Florida Bar.

Respectfully submitted this 30 day of March, 2005.

Very truly yours,

HOLLAND & KNIGHT, LLP
701 Brickell Avenue, Suite 3000
Miami, Florida 33131
(305) 374-8500

By: _____
Juan J. Mayol, Jr., Esq.
Florida Bar No. 739693

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 30 day March, 2005, by Juan J. Mayol, Jr., who is personally known to me.

_____
Notary Public, State of Florida
My Name, Commission No. & Expiration:

MERCEDES ARROJAS
MY COMMISSION # DD 242245
EXPIRES: December 16, 2007
Bonded Thru Notary Public Underwriters

2716091_v1

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.

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

(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 herby 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.

(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.

(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.

(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]

Witnesses:

Print Name: REX M. BARKER

Print Name: Beatriz Baquedano

COUNTRY CLUB TRUST, LLC, a Florida limited liability company

By: _____
Jose Milton
3211 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 Country Club Trust, LLC, a Florida limited liability company, who is personally known to me or produced a valid driver's license as identification.

YVONNE A. BODDEN
MY COMMISSION # DD 282023
EXPIRES: March 4, 2008
Bonded Thru Notary Public Underwriters

Notary Public
Print Name: YVONNE A. BODDEN
My Commission Expires: _____

Serial No. (None, if blank): _____

2716707_v1

(Public Hearing)

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

Witnesses:

Print Name: REX M. BARKER

Print Name: Bonnie Bragueiro

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

By: _____
Jose Milton
3214 Ponce De Leon Boulevard,
Suite 301
Coral Gables, Florida 33134

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

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.

YVONNE A. BODDEN
MY COMMISSION # DD 282023
EXPIRES: March 4, 2008
Bonded Thru Notary Public Underwriters

Notary Public
Print Name: YVONNE A. BODDEN
My Commission Expires: _____

(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.

PROPOSED DEVELOPMENT
IMPACT FEES

LAND USE	RESIDENTIAL *(335 Rental Apartments)*
Roadways	$313,560.00
Fire	$62,776.00
Police	$33,932.00
Water & Sewer	$93,130.00 $375,200.00
Schools	$519,476.00*
Parks	$248,486.00

TOTAL IMPACT FEES: **$1,646,560.00**

** Based upon an average of 1012 square feet*

2712386_v1

AMI-DADE COUNTY

IMPACT FEE SCHEDULE - Effective October 1, 1995

ND USE	ROAD W 77 AVE	ROAD E 77 AVE	FIRE	POLICE	SCHOOL	PARKS DIST 1 N SW 8 ST	PARKS DIST 2 Middle	PARKS DIST 3 S SW 184 ST	UNITS
ort and Terminal									
uck Terminals	$1.55	$1.477	$0.1664	$0.147					sq. ft.
dustrial									
ndustrial Park	$1.096	$1.044	$0.1664	$0.147					sq. ft.
Manufacturing	$0.605	$0.577	$0.1664	$0.147					sq. ft.
Warehousing	$0.767	$0.731	$0.1664	$0.147					sq. ft.
ni-Warehouse	$0.41	$0.391	$0.1664	$0.147					sq. ft.
sidential									
ingle Family Detached	$1,307	$1,242	$176.73	$101.29	$612.00	$1,453.40	$1,222.28	$842.80	unit
Total road, fire, police, park & school W. 77 Ave.						$3,650.42	$3,419.30	$3,039.82	
E. 77 Ave.						$3,585.42	$3,354.30	$2,974.82	
plus (max. 3,800 sq. ft. per unit)					$0.918				sq. ft.
artment (Rentals)	$983	$936	$187.39	$101.29	$612.00	$741.75	$725.63	$540.73	unit
Total road, fire, police, park & school W. 77 Ave.						$2,625.43	$2,609.31	$2,424.41	
E. 77 Ave.						$2,578.43	$2,562.31	$2,377.41	
plus (max. 3,800 sq. ft. per unit)					$0.918				
ndominium	$921	$877	$187.39	$101.29	$612.00	$741.75	$725.63	$540.73	unit
Total road, fire, police, park & school W. 77 Ave.						$2,563.43	$2,547.31	$2,362.41	
E. 77 Ave.						$2,519.43	$2,503.31	$2,318.41	
plus (max. 3,800 sq. ft. per unit)					$0.918				sq. ft.
wnhouse	$921	$877	$187.39	$101.29	$612.00	$1,247.01	$998.68	$785.83	unit
Total road, fire, police, park & school W. 77 Ave.						$3,068.69	$2,820.36	$2,607.51	
E. 77 Ave.						$3,024.69	$2,776.36	$2,563.51	
plus (max. 3,800 sq. ft. per unit)					$0.918				sq. ft.
obile Home	$756	$720	$176.73	$101.29	$612.00	$1,453.40	$1,222.28	$842.80	unit
Total road, fire, police, park & school W. 77 Ave.						$3,099.42	$2,868.30	$2,488.82	
E. 77 Ave.						$3,063.42	$2,832.30	$2,452.82	
plus (max. 3,800 sq. ft. per unit)					$0.918				sq. ft.
Lodging									
otel	$1,094	$1,042	$0.3848	$0.147					room/sq. ft.
tel	$1,281	$1,220	$0.3848	$0.147					room/sq. ft.
creational									
Marina	$465	$443	$0.2912	$0.147					berth/sq. ft.
Golf Course	$5,910	$5,631	$0.2912	$0.147					hole/sq. ft.
cquet Club	$6,745	$6,427	$0.2912	$0.147					Court/sq. ft.
stitutional									
ementary School	$31	$30	$0.2912	$0.147					St. Sta./sq. ft.
High School	$127	$121	$0.2912	$0.147					St. Sta./sq. ft.
Jr./Community College	$209	$199	$0.2912	$0.147					St. Sta./sq. ft.
iversity	$373	$355	$0.2912	$0.147					St. Sta./sq. ft.
urch/Synagogue	$0.857	$0.817	$0.2912	$0.147					sq. ft.
y Care Center	$1.138	$1.085	$0.2912	$0.147					sq. ft.
Medical									
Hospital	$1.543	$1.470	$0.3848	$0.147					sq. ft.
rsing Home	$239	$228	$0.3848	$0.147					bed/sq. ft.
fice									
eneral Office Building									
1 - 50,000	$2.607	$2.484	$0.2392	$0.147					sq. ft.
50,001 - 100,000	$2.206	$2.102	$0.2392	$0.147					sq. ft.
100,001 - 200,000	$1.863	$1.775	$0.2392	$0.147					sq. ft.
200,001 - 300,000	$1.693	$1.614	$0.2392	$0.147					sq. ft.
300,001 - 400,000	$1.566	$1.492	$0.2392	$0.147					sq. ft.
400,001 - 500,000	$1.486	$1.416	$0.2392	$0.147					sq. ft.
500,001 - 600,000	$1.423	$1.356	$0.2392	$0.147					sq. ft.
600,001 - 700,000	$1.376	$1.311	$0.2392	$0.147					sq. ft.
700,001 - more	$1.33	$1.268	$0.2392	$0.147					sq. ft.
Medical Office Building	$3.142	$2.994	$0.2392	$0.147					sq. ft.
Research Center	$1.211	$1.154	$0.2392	$0.147					sq. ft.
siness Park	$2.259	$2.153	$0.2392	$0.147					sq. ft.
tail									
1 - 10,000	$2.408	$2.294	$0.2912	$0.147					sq. ft.
10,001 - 50,000	$1.317	$1.255	$0.2912	$0.147					sq. ft.
50,001 - 100,000	$1.015	$0.967	$0.2912	$0.147					sq. ft.
100,001 - 200,000	$2.606	$2.483	$0.2912	$0.147					sq. ft.
200,001 - 300,000	$2.367	$2.256	$0.2912	$0.147					sq. ft.
300,001 - 400,000	$3.766	$3.589	$0.2912	$0.147					sq. ft.
400,001 - 500,000	$3.585	$3.417	$0.2912	$0.147					sq. ft.
500,001 - 600,000	$3.486	$3.322	$0.2912	$0.147					sq. ft.
600,001 - 800,000	$3.409	$3.249	$0.2912	$0.147					sq. ft.
800,001 - 1,000,000	$3.431	$3.269	$0.2912	$0.147					sq. ft.
1,000,001 - 1,200,000	$3.474	$3.311	$0.2912	$0.147					sq. ft.
1,200,001 - more	$3.374	$3.215	$0.2912	$0.147					sq. ft.
rvices									
rsery Garden	$2.02	$1.925	$0.2912	$0.147					sq. ft.
ality Restaurant	$11.38	$10.845	$0.2912	$0.147					sq. ft.
High Turnover Restaurant	$9.441	$8.996	$0.2912	$0.147					sq. ft.
Fast Food Restaurant	$9.081	$8.654	$0.2912	$0.147					sq. ft.
r Sales	$5.649	$5.384	$0.2912	$0.147					sq. ft.
rvice Stations	$2,103	$2,004	$0.2912	$0.147					Pump/sq. ft.
onvenience Retail	$10.602	$10.103	$0.2912	$0.147					sq. ft.
Bank (Walk-in)	$2.02	$1.925	$0.2392	$0.147					sq. ft.
Bank (Drive-in)	$3.81	$3.631	$0.2392	$0.147					sq. ft.

This instrument prepared by:
William W. Riley, Esquire
Bilzin Sumberg Baena Price & Axelrod LLP
2500 Wachovia Financial Center
200 South Biscayne Boulevard
Miami, Florida 33131-5340

(Space Above For Recorder's Use Only)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned ("Owner") holds the fee simple title to real property lying, being and situated in Miami-Dade County, Florida, described in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Owner has filed a zoning application with the Miami-Dade County Department of Planning and Zoning referred to as Public Hearing Application No. Z2004000424, Jose Milton and Village Shopping Center Trust (the "Application");

IN ORDER TO ASSURE the **School Board of Miami-Dade County** (the "School Board") that the representations made by the Owner during consideration of Public Hearing No. Z2004000424 will be freely, voluntarily and without duress abided by the Owner, its successors or assigns, the Owner makes the following Declaration of Restrictions covering and running with the Property:

1. This Declaration shall become final and shall be recorded in the Public Records of Miami-Dade County and is conditioned upon the approval of Public Hearing Application No. Z2004000424 by the Board of County Commissioners and/or Community Zoning Appeals Board No. 5 of Miami-Dade County, Florida and the expiration of all applicable appeal periods.

2. In order to address the impact of the development of the Property on the Miami-Dade County Public Schools, the Owner shall contribute to the School Board ninety thousand ($90,000.00) dollars based on a development density of six hundred fifty-five (655) residential units on the Property, representing a density increase of two hundred fifty-one (251) residential units generating one hundred eight (108) students (the "Contribution"). The Contribution shall be in addition to the school impact fees required by Section 33-K of the Miami-Dade County Code for the development of the Property and no impact fee credit shall be sought by the Owner for the Contribution. The Contribution shall be utilized first for capital improvements at Palm Springs North Elementary School, and to the extent that there are no pending or proposed capital improvements at the foregoing school, then for capital improvements at other schools within the affected feeder pattern.

To the extent that fewer than six hundred fifty-five (655) units are approved by Miami-Dade County, the amount of the contribution shall be reduced on a pro rata basis of $833.34 per student.

3. Payment of the Contribution shall be made in full prior to Miami-Dade County issuing a final plat for the Property.

4. **Covenant Running with the Land**. This Declaration on the part of the Owner shall constitute a covenant running with the land and shall be recorded in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the Owner, and its 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 Property described herein and for the public welfare.

5. **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 a majority of 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 the School Board. However, upon completion of the payment described in paragraph 2, the School Board may release this Declaration as described in paragraph 6.

6. **Modification, Amendment, Release.** The Declaration of Restrictions may be modified, amended, or released as to the land herein described, or any portion thereof, by written instrument executed by the, then owner(s) of all Property covered under said modification, amendment, or release, including joinders of all mortgagees, if any, provided that the same is also approved by the School Board after public hearing. In the event that payment of the applicable contribution is paid at the time the modification, amendment, or release is requested by the then owners of the Property, the Superintendent of Miami-Dade County Public Schools, or his/her designee, shall have the authority to release the Declaration of Restrictions, without a public hearing.

7. **Enforcement**. Enforcement by the Owner or the School Board shall be by action authorized by law, and initiated by the Owner or School Board 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 attorney's fees. This enforcement provision shall be in addition to any other remedies available at law or in equity or both. Nothing contained herein shall prevent the School Board from objecting to the issuance of any plats sought in violation of this Declaration by the Owners, its successors and assigns.

8. **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 Owner agrees that 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.

9. **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.

10. **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.

11. **Severability**. Invalidation of any one of these covenants, by judgment of Court, in no way shall affect any of the other provisions which shall remain in full force and effect.

12. **Recording**. This Declaration shall become final and shall be recorded in the public records of Miami-Dade County, Florida at the cost of the Owner following the approval and acceptance of the Declaration by the School Board. The Owner is responsible for providing the School Board with a recorded copy of the Declaration once the Declaration is recorded.

[SIGNATURE PAGE FOLLOWS]

Signed, witnessed, executed and acknowledged this 9th day of March, 2005.

TRUST

Witnesses:

Print Name: REX M. BARKER

Print Name: BEATRIZ BAQUERIZO

VLLAGE SHOPPING CENTER TRUST

By: _____
Jose Milton, Trustee
3211 Ponce De Leon Boulevard,
Suite 301
Coral Gables, Florida 33134

INDIVIDUAL

Witnesses:

Print Name: REX M. BARKER

Print Name: BEATRIZ BAQUERIZO

By: _____
Jose Milton
3211 Ponce De Leon Boulevard,
Suite 301
Coral Gables, Florida 33134

Declaration of Restrictions
Page 5

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

The foregoing instrument was acknowledged before me this 9th day of March, 2005 by JOSE MILTON, who is personally known to me or produced a valid driver's license as identification.

Notary Public
Print Name: YVONNE A. BODDEN

YVONNE A. BODDEN
MY COMMISSION # DD 282023
EXPIRES: March 4, 2008
Bonded Thru Notary Public Underwriters

My Commission Expires: _____
Serial No. (None, if blank): _____

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.

COMMUNITY ZONING APPEALS BOARD 5

American High School Auditorium
18350 NW 67 Avenue
Hialeah, Florida
Thursday, March 31, 2005
7:00 P.M.

ITEM:

Jose Milton & Village Shopping Center Trust

(04-424)

Members of the Board Present:

Chairman Paul O'Dell
Sharon Franklin
Richard Friedman
Vice-Chairman Juan A. Garcia
Archie E. McKay, Jr.
Leonardo A. Perez
Roberto P. Serrano

County Attorney

John McInnis

For the Applicant

Juan Mayol, Esq.

COPY

1 SPEAKERS & PAGE NUMBERS

2

BOARD MEMBERS

3

4 Richard Friedman: 77, 86-89
Chairman Paul O'Dell: 36, 39-46, 50-52, 54, 73, 76, 77
5 Sharon Franklin: 91
Leonardo A. Perez:: 89-93
6 Roberto P. Serrano: 52, 53

7

8

9 ON BEHALF OF THE APPLICANT:

10

Juan Mayol, Esq.: 6-41,79-86, 93
11 Cecil Milton: 40, 41-46
Joseph Milton: 39-40
12 Lynn Zovluck: 36-39

13

14 SUPPORTERS:

15 Barbara Hagen: 42-46
Jo Petis: 46-55
16 Marvin Shepard: 55-58

17

OBJECTORS:

18

Gus Esposito: 58-60
19 Antonio Sanchez: 61-66
Tom Tivo: 66-68
20 Yolanda Hererra: 69-70
Debbie Montes: 70
21 Rene Valendia: 70-73
Ivan Rodriguez: 73-78
22 Desiree Duval: 79

23

24

25

1 CHAIRMAN O'DELL: Ladies and gentlemen, this
2 meeting of Community Council 5 has come to order on
3 this day, March 31, 2005.
4 Please stand at this time for the Pledge of
5 Allegiance.
6 (Pledge of Allegiance.)
7 CHAIRMAN O'DELL: Please be seated.
8 Staff, please call the roll.
9 THE CLERK: Ms. Franklin?
10 COUNCILMEMBER FRANKLIN: Present.
11 THE CLERK: Mr. Friedman?
12 COUNCILMEMBER FRIEDMAN: Present.
13 THE CLERK: Mr. Garcia?
14 COUNCILMEMBER GARCIA: Present.
15 THE CLERK: Mr. McKay?
16 COUNCILMEMBER McKAY: Present.
17 THE CLERK: Mr. Perez?
18 COUNCILMEMBER PEREZ: Present.
19 THE CLERK: Mr. Serrano?
20 COUNCILMEMBER SERRANO: Present.
21 THE CLERK: Mr. O'Dell?
22 CHAIRMAN O'DELL: Present.
23 THE CLERK: We have a quorum.
24 CHAIRMAN O'DELL: Great.
25 Those of you who wish to speak today on behalf or

against any item should stand out so the court reporter may swear you in.

(Whereupon the witnesses were duly sworn.)

CHAIRMAN O'DELL: John, I understand from the meeting we had, I don't have to ask anybody about being a lobbyist register, Is that correct?

COUNTY ATTORNEY McINNIS: That's correct.

CHAIRMAN O'DELL: Okay.

Are there any motions for deferrals or withdrawals at this time?

Nobody racing to the mike.

Since we have several people here and a couple of items that may take some time, I want everybody to limit their verbiage to less than three minutes and not be repetitive by anyone, whether for or against an item.

At this time, please read the disclaimer.

THE CLERK: "In accordance with the code of Miami-Dade County, all items to be heard tonight have been legally advertised in the newspaper, notices have been mailed, and the properties have been posted.

"Additional copies of the agenda are here available at the meeting.

"Items will be called to be heard by agenda number and name of the applicant.

1 "The record of the hearing on each application
2 will include the records of the Department of Planning
3 and Zoning.
4 "All these items are physically present today,
5 available to all interested parties and available to
6 all interested parties and available to the members of
7 the Board who examine items from the record during the
8 hearing.
9 "Parties have the right of cross-examination.
10 "This statement, along with the fact that all
11 witnesses have been sworn should be included in any
12 transcript of all or any part of these proceedings.
13 "In addition, the following departments have
14 representatives present here tonight at the meeting to
15 address any questions: Public Works, Planning and
16 Zoning and the County Attorney's Office.
17 "All exhibits used in presentation before the
18 Board become part of the public record and will not be
19 returned unless an identical letter-sized copy is
20 submitted for the hearing.
21 "Any person making impertinent or slanderous
22 remarks or who becomes boisterous while addressing the
23 Community Zoning Appeals Board shall be barred from
24 further audience with the Zoning Appeals Board by the
25 presiding officer unless permission to continue or

again address the Board be granted by the majority vote of the Board members present.

"The number of filed protests and waivers on each application will be read into the record at the time of hearing as each application is read.

"Those items not heard prior to the ending time for this meeting will be deferred to the next available Zoning hearing meeting date for this Board."

CHAIRMAN O'DELL: Call the first item, please.

* * * * *

THE CLERK: Current Item No. 2, 05-3-CZ5-2, Jose Milton and Village Shopping Center Trust, 04-424. One protest, zero waivers.

MR. MAYOL: Mr. Chairman, may I have just one minute to set up our exhibits?

CHAIRMAN O'DELL: Sure.

MR. MAYOL: Thank you.

CHAIRMAN O'DELL: Go right ahead.

(Brief pause)

MR. MAYOL: Thank you, Mr. Chairman.

CHAIRMAN O'DELL: Ready?

MR. MAYOL: For the record, Juan Mayol, along with Eric Fresen and Mike Freire, with address at 701 Brickell Avenue, Suite 3000 in Miami representing the applicant on Item 2.

1 Along with me tonight I have Joseph Milton who is
2 representing both of the Milton Enterprises entities
3 that are the applicants, and Lynn Zovluck (ph) who is
4 the property manager of the apartment complex that
5 we're going to be discussing tonight.
6 Actually, I believe she does much more than that,
7 probably manages more than just this property.
8 Let me just first talk to you a little bit about
9 the order of presentation and then I'll get right into
10 the presentation.
11 We brought you --
12 CHAIRMAN O'DELL: Can I be your printer?
13 MR. MAYOL: By the way, those are the colors of
14 the law firm. I don't like them, but they do provide
15 some identity, I guess.
16 We've brought for you some exhibits and I know
17 they're hard for all of us to see them at the same
18 time, so, actually, I've asked Eric and Mike to put
19 them to the side just in case the audience wants to
20 see the exhibits at the same time.
21 And I've also provided for you some handouts.
22 I'd like to introduce those into evidence, and we're
23 going to be referring to them as we proceed through
24 our presentation.
25 Some of them will be less important than others,

1 and I've really provided as background more than
2 anything else.
3 I think I should start by telling you that when
4 Errol announced that there was only one -- you said
5 one filed protest -- it was a pleasant surprise and
6 quite a change from last time this project was before
7 you, because a few months ago, almost a year ago, this
8 project was before you and when the item was announced
9 118 filed protests were announced to be of record.
10 And I do know that there may be some people in
11 the audience who still don't agree with this proposal,
12 but I also know that a significant and time-consuming
13 effort has been undertaken on behalf of the applicants
14 to reach out to the affected homeowners associations
15 in the area to make sure that the concerns were
16 addressed in our proposal.
17 So it's nice to see some former objectors turning
18 into supporters.
19 I'd like to first give you a sense of location, a
20 little bit of history and background, and then I'll
21 discuss the specific proposal, making references to
22 the site plan, the elevations, and how the requests
23 that are part of the application actually relate to
24 the development proposal that's before you.
25 I'll discuss a little bit of the evaluation

criteria that staff has gone through, and then I will offer reasons why this Council should follow staff's recommendation and approve the proposal.

I'd like to start with the aerial, give you a sense of size and location.

This property consists of 19.314 acres. We've outlined it in green, and I'm sure it's very difficult for you guys to see because I'm having a tough time seeing it.

Can you all see that corner?

Located on the northeast corner of the intersection of Miami Gardens Drive and 68 Avenue.

And for those of you who are familiar with the area -- and I'm sure you all are -- this property really consists of two parcels. And throughout my presentation I'll be referring to the North Parcel and the South Parcel and each parcel has its own distinct and separate history from the other. And this application, actually, seeks to join both the North Parcel and the South Parcel under one unified plan of development.

Tab 1 in our book is the tax printout from the county for what we will call the North Parcel, and that is the parcel that is now improved with the Country Club Apartments.

1 It consists of 13.2 acres and change. It fronts
2 on both 68 Avenue and Miami Garden Drive, and it is
3 improved with three five-story buildings with 320
4 apartment units.
5 It is zoned both RU-4M and RU-4L. And it has
6 been improved with those apartment buildings and
7 accessory structures for over 30 years.
8 It was first built in 1974, and it was, of
9 course, built to -- talking about code -- it was built
10 back in the 70's when the code was different, required
11 less landscaped open space, parking spaces were
12 different.
13 So it was built to those standards, and as such,
14 when you compare that property to a recently-built
15 residential community, it shows the aging, it shows
16 the decay that happens to all of us, but also to
17 buildings through the years.
18 Tab 2 is actually a series of photographs to show
19 you the current state of that property, and some of
20 the immediate surroundings, including the current
21 entrance as well as the buildings, the grounds, and
22 the gates, the playground -- there are about eight or
23 ten pictures in all -- as well as a view of our
24 closest neighbor, the venue for tonight's hearing,
25 American High.

1 So that's the North Parcel.
2 The second parcel, the South Parcel, consists of
3 6.3 acres or so, and it fronts directly on 68 Avenue.
4 And that property has been zoned BU-1A, for commercial
5 uses. And, in fact, has been improved since 1974 with
6 a shopping center of about 45,000 square feet in size.
7 It today operates with a high vacancy rate.
8 There are a series of offices. There a couple of
9 religious missions occupying the center, a couple of
10 tutoring services.
11 There's a pizza shop that closed. The owner
12 actually occupies a big chunk of it for the leasing
13 office, and, really, a lot of it has been turned into
14 more storage than actual retail operations. And the
15 explanation is quite simple: It has fallen into
16 disrepair, and because it has fallen in disfavor with
17 tenants who are seeking the high visibility corners of
18 67 Avenue, of 57 Avenue, and some portions of Miami
19 Gardens Drive.
20 Going back to the point that Mr. Garcia made,
21 also tenants nowadays want to be closer to bigger
22 tenants, popular labels: Starbucks, Borders, Barnes
23 and Noble. And, so, this is certainly not a location
24 that would attract those tenants. It doesn't have the
25 visibility and it doesn't have the proximity to some

1 of those tenants.

2 It's also a very deep parcel, and you can

3 appreciate that in Tab 3. It is very deep for a

4 commercial center, deep and narrow, and it is,

5 frankly, very poorly designed. And so it probably

6 never really worked all that well for retail, but

7 certainly is not working well for retail today.

8 So that is the property consisting of the North

9 Parcel and the South Parcel. The North Parcel,

10 residential use, existing residential use, South

11 Parcel, existing commercial use.

12 We now focus on some of the surroundings and tell

13 you who our neighbors are, again, knowing that you

14 know a lot more about the area and the surroundings

15 than I do.

16 But this entire section, the entire square mile

17 going from 57 Avenue to 67 Avenue, and this actually

18 -- this aerial photograph includes a little bit more

19 than a square mile. We've gone a little bit north of

20 Miami Gardens Drive, a little bit west of 67 Avenue,

21 and a little bit east of 57 Avenue.

22 But the entire square mile has been developed

23 with commercial industrial uses along 57 Avenue. You

24 have a wide band of residential development west of

25 the industrial commercial, and that residential

1 development extends pretty extensively through 67
2 Avenue, past 68 Avenue to the west.
3 The residential development is mostly
4 multi-family development, mostly town home
5 development, and we brought you the zoning maps to
6 illustrate that point. There are some single-family
7 homes, but the dominant residential zoning district
8 here is a multi-family zoning district.
9 In addition to the commercial, the industrial and
10 the residential communities, there are some
11 institutional uses. For example, there is a church at
12 the corner of 68 Avenue, on the west side of 68 Avenue
13 on Miami Gardens Drive right across from our property.
14 That is one of our closest neighbors.
15 Closer to the property is American High. And, in
16 fact, the rear of the property, the rear of the South
17 Parcel abuts the parking lot of American High.
18 If you look at Item 6, that shows you just the
19 surroundings, what we would look at from the property
20 if we were looking towards the high school.
21 And I know Lynn has some additional pictures that
22 will illustrate better the relationship between the
23 property and American High.
24 Items 7 and 8, again, to just give you a sense of
25 the area, 7 and 8 include additional information about

1 some of our neighbors and some of the prevailing and
2 existing development in this area of accounting.
3 Just turning to the zoning map quickly --
4 actually, let's stay with that one.
5 Just a quick review of the prevailing zoning
6 districts. And I'm going to start from east to west.
7 Our property, of course, is zoned RU-4M and RU-4L, as
8 well as BU-1A.
9 Across the street on 68 Avenue we have RU-4,
10 which is one of the -- it is the zoning district that
11 we're requesting tonight for the South Parcel, RU-4A
12 west of that, RU-4 and RU-4A even further west, RU-4L
13 also prevails, RU-4M is a pretty dominant zoning
14 district, The Moors with RU-TH, which is a town home
15 zoning designation, and RU-4M, which is a multi-family
16 residential designation that allows a density of 35.9
17 units per net acre.
18 So, within this square mile you have a range of
19 zoning districts that would allow residential
20 densities from 8.5 units to the acre all the way to 50
21 units to the acre and RU-4M in between, RU-4L, 23
22 units to the acre, RU-3M 12.9 units to the acre.
23 And that, of course, will become relevant as we
24 approach the specific request that's part of the
25 application tonight.

1 Let me turn to the site plan very quickly and
2 play architect for the next three minutes, to try to
3 walk you through our proposal.
4 This site plan, of course, illustrates the
5 entirety of the property, both the North Parcel and
6 the South Parcel, the North Parcel being the biggest
7 and the one developed with residential uses today.
8 Can you all see it from there?
9 The existing buildings obviously are depicted in
10 the North Parcel. We are showing the Miami Gardens
11 Drive access point which today would operate as
12 ingress and egress. We're showing that as exit only
13 for tenants only. So that will be a gate that will
14 allow tenants to leave the premises but would not
15 allow any people to gain access to the property.
16 As you can appreciate, we're showing a
17 significant improvement in the street view of this
18 property, both through the use of abundant landscaping
19 as well as the use of a very decorative wall -- and
20 I'll show you what that wall looks like in a second.
21 So the main access then becomes the 68 Avenue
22 access where there will be a controlled point of
23 access with a guardhouse that will be manned 24 hours
24 a day, also the ability for tenants to have an
25 exclusive lane to gain access to the premises through

1 the use of a card or a transponder.
2 There's an additional access point on the
3 southernmost point or the southwesternmost point of
4 the property where emergency vehicles will be able to
5 gain access to the premises.
6 By the way, the guardhouse also provides for
7 double stacking the entrance to the property. We're
8 also putting a deceleration lane, storage lane, so
9 that vehicles entering the property on 68 Avenue will
10 not interfere with the flow of traffic on 68 Avenue.
11 The entrance leads to a grand entrance, fountain,
12 water feature that serves as a focal point as you
13 enter the property, and then helps to distribute the
14 traffic north and south.
15 The recreational facilities that are on the North
16 Parcel today, including the two tennis courts, a
17 clubhouse and pool will be upgraded, will be
18 refurbished, and will continue to be accessible to
19 tenants within the entire project.
20 Additional recreation facilities have been
21 provided, have been built as part of the proposal with
22 an additional clubhouse, a gym, recreational facility,
23 a pool, as well as a green area for more passive or
24 active recreational endeavors.
25 In terms of land uses, the new proposal calls for

1 two six-story towers, and a small town home building,
2 so the town homes will be located right between the
3 two apartment buildings and the town home would then
4 lead to the parking garage, which will be located
5 right at the eastern extreme of the property, abutting
6 the American High parking area.
7 We'll be providing connectivity throughout the
8 property, both for vehicles as well as for
9 pedestrians, so there will be pathways, sidewalks
10 throughout the community so that regardless of where
11 you live in this community, you'll be able to access
12 the recreational facilities, including the bicycle
13 racks that will be provided for our tenants.
14 There are in all seven types of housing units,
15 from one-bedroom, two-bedroom, a small portion of
16 three-bedroom units and town homes and several models
17 within that range of units.
18 In terms of the elevations, if I might review
19 that with you for a second -- and let's start from the
20 outside with the wall.
21 This would be a masonry wall, use a fence, pretty
22 high columns at the entrance to the community which
23 will identify our community.
24 This is, as you know, a substantial upgrade from
25 the existing wall and fence around the perimeter of

1 the property. And that, of course, will be in
2 addition to the existing landscaping on Miami Gardens
3 Drive and 68 Avenue, as well as, as you can see from
4 the site plan, that is in addition to the substantial
5 landscaping that will be installed on the inside of
6 the wall.
7 Turning to the elevations for the apartment
8 buildings, these are elevations that include a lot of
9 movement in the facade. There are a lot of
10 architectural features that will be provided so that
11 it does not present a monolithic profile from any
12 angle that you look at this property.
13 Again, these are the new towers, but through the
14 process of refurbishing the existing tower, there will
15 be uniformity of color, uniformity of design and,
16 certainly, there will be uniformity along the
17 perimeter of the property.
18 It is a very elegant elevation and a substantial
19 improvement over the existing apartment buildings.
20 The site plan in terms of code standards, it
21 meets or exceeds most of your code requirements.
22 There are two variances that are requested as part of
23 this application, and I'll explain those in two
24 minutes. But in terms of open space parking
25 requirements and the like, this plan comes to you

1 either meeting or exceeding those requirements,
2 specifically on those two important points of open
3 space and parking requirements.
4 We now turn to the more technical part of the
5 application and as appropriate -- if we can have the
6 site plan on the easel -- as appropriate, I will point
7 to the location on the site plan where the request
8 applies.
9 As Item No. 9 in my book, I've provided for you a
10 copy of Resolution No. 4 ZAB 98.85.
11 The first request that we make as part of our
12 application is to modify the 1985 resolution. And to
13 simply describe it, what the modification would allow
14 us to do, is to get rid of the old plan that controls
15 the development of this property, and allow us to
16 substitute it for the plan that's before you.
17 But, more than that, it would allow us to
18 integrate the North Parcel with the South Parcel so
19 that the entire community works as one.
20 That integration, of course, will allow all of
21 the tenants and visitors to have one main access on 68
22 Avenue and allow us to discontinue the use of the
23 entrance on Miami Gardens Drive which has been a
24 source of aggravation for many in this area.
25 We will have to do a slight reconfiguration of

1 the roads, a slight realignment, but as part of this
2 integration we will effect many substantial
3 improvements to the state of that property in general
4 as a whole.
5 Because of its size, almost 20 acres, it also
6 allows us an opportunity to present a well-balanced
7 site plan for you which shows integration of all the
8 buildings, integration of the recreational facility,
9 so that they're available for everyone on the site.
10 The next request applies to the South Parcel and
11 that is a rezoning.
12 Presently, as I've told you, the property is
13 zoned BU-I and we're allowed the range of commercial
14 uses. We seek approval of RU-4, which is a zoning
15 classification that actually exists across the street
16 on the west side of 68 Avenue, along down Miami
17 Gardens Drive so we seek to extend that RU-4 to our
18 property and to allow the residential development of
19 the commercial parcel or South Parcel.
20 Next we are asking you to allow us to delete
21 three covenants that were proffered in connection with
22 the development of the property a long time ago. And
23 I brought copies of those covenants for you. They
24 appear as 11, 12 and 13 in your books.
25 That is necessary so that we can then substitute

1 those old site plans for the site plan that's before
2 you and allow us to integrate the two parcels as one.
3 The next request, and the only -- actually, one
4 of two deviations from the code requirements that this
5 application contains -- and I'd like to explain those
6 for you -- applies to the parking structure. And that
7 parking structure is located, as I said, adjacent to
8 the parking lot for American High on the eastern
9 extreme of our property.
10 Obviously, to satisfy parking requirements
11 without having to go very high and narrow on the
12 residential buildings, we've had to introduce a
13 parking structure.
14 This parking structure requires some slight
15 setbacks. One setback variance is to provide a
16 15-foot setback from the east side where 25 feet would
17 be required, and 20 feet from the south, where 25 feet
18 would be required.
19 They are fairly minor and they would still
20 provide 20 feet on the south side, 15 feet on the east
21 side, to provide enough landscaping to buffer the
22 visual impact of the parking structure.
23 What I'd like to do is ask you to review with me
24 the elevation for the parking garage.
25 Let's go through that a little bit.

1 As you can appreciate, the elevation for the
2 parking structure is consistent with the elevations
3 for the apartment buildings, for the town homes and
4 for the recreational buildings. And so it is
5 architecturally consistent. But, also, in terms of
6 the landscaping, we're providing an enhanced level
7 landscaping to make sure that our neighbors are quite
8 buffered from any visual impact from the parking
9 structure.
10 In reality, if you look at your line of sight on
11 this property -- if I can go back to the site plan --
12 since the parking structure abuts the parking lot for
13 American High, it is at the very eastern extreme of
14 this very deep property.
15 When you're standing -- if you're driving by,
16 you're not going to see it, but if you're standing on
17 68 Avenue and you look east, what you would see first
18 would be the new recreational building. You would see
19 the two apartment buildings, and then you'll see the
20 town homes.
21 Through the combination of abundant landscaping
22 and because of the intervening structures, that
23 parking structure will not be visible from 68 Avenue.
24 At the same time, this parking structure will be
25 connected to the apartment buildings through the use

1 of two bridges and will provide direct access, both
2 through an elevator and through the bridges, so that
3 our tenants can have easy access to the parking
4 structure.
5 To give you an idea of heights and how they
6 compare in the area, the rec. building that's located
7 closest to 68 Avenue is 27 feet in height. The town
8 homes are located further to the east. In front of
9 the parking structure is 29 feet in height. This
10 parking structure will have a combination of four and
11 three levels.
12 The maximum height to the third level would be 21
13 feet, four inches. The maximum height to the top of
14 that parking structure will be 30 feet. So it's well
15 in keeping with the --
16 I'm sorry. I was corrected by my client:
17 Twenty-six feet to the top of the parking structure.
18 By way of comparison again, the maximum height
19 that we could achieve in the existing BU-1A zoning
20 would be four stories or 45 feet. The existing
21 building is 21 feet.
22 The town home zoning district allows a height of
23 40 feet. The height that's allowed in any
24 single-family home district, or any estate density
25 district is 35 feet. So this parking structure will

1 be well below what a single-family home could achieve
2 by way of height. And, in fact, it is lower than the
3 building that we're occupying tonight. This building
4 is about 30 feet in height. So it's well within the
5 allowed height, the permitted height in the area.
6 The existing buildings in the North Parcel are 43
7 feet, four inches. The proposed buildings are 53 feet
8 in height, again about 13 feet more than a
9 single-family home would be permitted to achieve by
10 way of height.
11 The advantages of the garage, of course, are
12 many, but they include the fact that we can
13 accommodate a lot of cars within a fairly compact area
14 without having to take over more of the open space.
15 It also allows us to stay within a fairly low
16 profile for the building at six stories for the new
17 buildings and five stories for the old buildings, and
18 probably the one that I would care about the most, it
19 protects against inclement weather for tenants who are
20 able to park on the roof and access their buildings
21 directly through the bridges.
22 We have two more requests that I'd like to run
23 through very quickly. There is the unusual use
24 request that would allow this counsel to approve the
25 entrance feature which includes the very attractive

1 fountain, the guardhouse which would serve as
2 identification and access control to the property as
3 well as the columns on 68 Avenue and the columns on
4 Miami Gardens Drive.
5 The last request is also very minor in nature,
6 and it affects the two apartment buildings as they get
7 near the town homes, the building containing the town
8 homes.
9 The code would require a separation of 30-feet
10 between those town homes and the apartment buildings.
11 We're providing 20 feet on each side.
12 There are no windows on the side of the town home
13 buildings, so we're not giving up any privacy for the
14 future tenants of the town home buildings and, again,
15 they are very minor variances.
16 If this application is approved, Members of the
17 Board, not only will the existing buildings be
18 refurbished, and that will include both interior
19 refurbishment of buildings, but the exterior, the one
20 that will be most visible for the rest of the
21 community, will also receive an enhanced treatment,
22 enhanced improvement.
23 I would like just to talk to you very quickly
24 about some of the other features that will be offered
25 as part of this community, and those will include

1 24-hour security with at least three guards on duty at
2 all times. That will be two roving guards to patrol
3 both the parking structure as well as all of the
4 grounds, and one guard staffing the guardhouse at the
5 entrance to 68 Avenue. There will also be cameras
6 throughout, behind the parking structure and
7 throughout the community, which will be funneled to
8 the central location at the guardhouse where the guard
9 will have at least the ability to see what's going on
10 at all times on the premises.
11 The Milton family has been a very successful
12 builder/developer of rental communities in Dade
13 County -- I actually believe that today they're the
14 largest builder and operator of rental communities in
15 Dade County -- and I thought it was important to give
16 you a sense or a flavor of some of the other projects
17 that they've worked on, so we brought for you three --
18 I think three -- sets of brochures for three of their
19 rental communities in Dade County.
20 They do most of their work in municipalities
21 within Dade County. They don't do a lot of work in
22 unincorporated Dade County. But the Royal Palms
23 project that appears in your book as Item 13, there's
24 a series of photographs showing you the level of
25 details of landscaping and the facilities that are

1 part of that rental community and, really, the
2 recreational package is one that attracts a lot of
3 families, attracts a lot of executives who are
4 relocating in and out of the area.
5 One highlight is the extensive use of royal palms
6 throughout the community. Those royal palms actually
7 were installed not too long ago, and you can tell that
8 they were installed at a fairly advanced level of
9 maturity. And, again, this is a community that caters
10 mostly to young families.
11 It is located on Northwest 7 Street where 836
12 intersects 826. And I can tell you from personal
13 observation that the rental community has really made
14 a general upgrade to that area.
15 Another one of the communities that we presented
16 to you is the Intracoastal. That building also had a
17 very positive impact on property values.
18 In fact, my client told me that the building
19 across the street, condominium units across the
20 street, within 18 months of that building being
21 developed and opened, went up in price from 125,000 to
22 250,000.
23 So, it obviously had a very positive impact on
24 property values in the area.
25 Now the most important question that you're

1 probably asking yourself right now is, when is Juan
2 going to shut up and sit down, but I think you're
3 probably asking how do we make sure that we go beyond
4 pretty pictures, beyond the renderings and beyond the
5 colorful site plan and landscape plan?
6 We have prepared two documents, two declarations
7 of restrictions, that we actually have delivered the
8 original to staff, and we brought copies for you.
9 There are copies in my book, but we've made some
10 minor revisions at the request of staff, so we brought
11 you additional copies so you would have the final
12 product.
13 I'd just like to walk you through those very
14 quickly.
15 The first declaration of restrictions proffered
16 to you tonight is a declaration of restrictions that
17 would tie the development of this property to the site
18 plan that's before you tonight.
19 It would also restrict the density of development
20 to the units that are presented on this plan.
21 It would require that the recreational facility
22 be open and accessible to residents of the rental
23 community, and would require that the owner provide
24 enough right of way, at their expense, to provide for
25 two bus stops, two additional bus stops, along the

1 frontage of the property with 68 Avenue and Miami
2 Gardens Drive.
3 The next declaration of restriction is what we
4 call a covenant running with the land in lieu of unity
5 of title. And the main purpose of that document,
6 Members of the Board, is really to guaranty that these
7 two parcels, the North Parcel and the South Parcel,
8 will be maintained as one property under a unified
9 plan of development, an integrated site.
10 So those are the two documents that are before
11 you, and we guaranty that we go beyond the pretty
12 pictures and that this project would actually be a
13 reality.
14 Let me, if I may for two minutes, turn to the
15 analysis that your professional county staff,
16 including the Developmental Impact Committee, had to
17 go through in preparation for the recommendation to
18 this Board tonight.
19 I actually alluded to this in the previous item,
20 but the Developmental Impact Committee is a committee
21 that is formed of two councils, the lower council,
22 which consists of lower level staff -- they review the
23 application, they provide comments -- and then the
24 executive council is composed of seven department
25 heads from the Water & Sewer Department to Planning &

1 Zoning and the like. And they actually make a
2 recommendation, take a vote and make a recommendation,
3 on any proposal that comes before this Board that
4 meets a certain threshold.
5 This application was reviewed by eight
6 departments and by the school district. The site plan
7 alone was reviewed for 14 different factors, including
8 the provision of open space, the sufficiency of the
9 buffering, access and the like.
10 In making a recommendation, the DIC, the
11 Developmental Impact Committee, looked at five general
12 themes or general criteria. They looked at whether
13 the proposal conforms with the applicable plans.
14 And when we deal with applicable plans in Dade
15 County we're really looking at the Comprehensive
16 Development Master Plan. And that, of course,
17 includes the colorful map that tells you how many
18 units you can achieve on a certain parcel, as well as
19 many important goals, policies and objectives.
20 I'm sure I'm going to delight you by telling you
21 that I don't plan to go through all those goals,
22 objectives and policies. Staff has done a tremendous
23 job of reviewing them all. And they do include
24 policies that promote in-fill development, promote the
25 redevelopment of underdeveloped properties and they're

1 all listed as part of the recommendation tonight.
2 They next have looked at the environmental impact
3 of the proposal and they have found that it possesses
4 no significant adverse environmental impact to any of
5 the environmental concerns.
6 I've also looked at the impact of the proposal on
7 the economy and on page 24 of your proposal they found
8 that this rental community would have an annual
9 recurring impact, net positive impact of almost half a
10 million dollars.
11 So after providing all the services that the
12 rental community will require we still achieve a
13 surplus of almost half a million dollars.
14 They looked at the impact on essential services
15 and facilities, including fire, including police,
16 water and sewer, and they found all of those services
17 and facilities to either be available to the site
18 already or they found that it could be made available
19 to the site. They found that if something was not
20 available or quite right, it could be made available
21 at the expense of the developer.
22 For instance, in regards to the sewer system, the
23 county will require that certain improvements be made
24 and, of course, those improvements will benefit not
25 only this proposed community, but the adjacent

1 properties as well.

2 Next the departments looked at the impact on

3 public transportation facilities, roadways and

4 accessibility of the site.

5 The staff of the Public Works Department found

6 that the proposal would result in 93 additional trips

7 at the p.m. peak hour when you compare the 45,000

8 square foot retail center to the proposed residential

9 development. They also found that the property will

10 be served, and in fact it is served today, by

11 Metro-Dade Transit and have requested, and the

12 applicant has agreed, to provide an additional two bus

13 stops.

14 The application also would result in two

15 significant improvements to the current conditions at

16 the site, and I'd like to just highlight those two for

17 you.

18 The Public Works Department has suggested, and

19 the applicant has agreed, to incorporate a dedicated

20 right turn lane at the entrance to 68 Avenue, which

21 would provide 175 feet of storage adjacent to the

22 site. That would be in addition to 75 feet of

23 transition. So you would have almost 250 feet of

24 storage right in front of 68 Avenue right in front of

25 the entrance, to provide storage for people coming to

1 the site.

2 Public Works staff suggested, and the applicant

3 agreed, to also provide a dedicated left turn right on

4 68 Avenue, to provide 175 feet of storage for that

5 left turn, and 75 feet of transition,and that would be

6 directly on 68 Avenue in front of the property. Those

7 two improvements alone, Members of the Board, the cost

8 of those two improvements alone is estimated about

9 150,000. And those are improvements that will be made

10 by the applicant and that would not entitle the

11 applicant to any impact fee credit towards the impact

12 fees that would be paid in connection with the

13 development of the property.

14 In Item 19, I have calculated for you the total

15 impact fees that would be generated by this

16 development. And our estimate is that a million six

17 forty-six and change will be paid by the applicant in

18 connection with the proposed development, and that

19 includes over $300,000 for roadways. It will include

20 about 500,000 for schools and about 250,000 for parks.

21 The parks impact fee, the fire impact fee and the

22 police impact fee, as well as the school impact fee

23 are under review for increases and we're told that the

24 park impact fee is actually going to almost triple in

25 the near future -- at least that's the proposal from

1 the Parks and Recreation Department.
2 Councilman Perez mentioned schools in the
3 previous items. I'd like to just talk about the
4 schools for 30 or 45 seconds.
5 I know that Ivan Rodriguez from the school
6 district is here as well.
7 But the school board had looked at an earlier
8 proposal for this property about a year ago, which was
9 at a higher number of units, and they determined that
10 based on the higher density proposed, that this
11 proposal would generate 108 students that would go to
12 Palms Springs North Elementary School, Lawton Chiles,
13 and American Senior High.
14 They also have provided for you an analysis of
15 planned relief schools in the area. And in pages 42
16 and 43 of the DIC staff report, they have actually
17 identified up to six schools that are planned to
18 provide relief for the existing schools in the area.
19 The applicant actually has gone beyond what's
20 required of the applicant, has gone beyond the payment
21 of the impact fees, and in a declaration of
22 restrictions that has been executed and delivered to
23 the district, and, actually, a copy appears as Item 20
24 in your book, the applicant has agreed to make a
25 contribution of $90,000. And that would be over and

1 above the payment of impact fees.
2 And what's important about this proposed
3 contribution is that the contribution would first be
4 applied for capital improvements at Palm Springs North
5 Elementary. To the extent that capital improvements
6 are not available at Palm Springs North, then that
7 money could be used by the school district to fund
8 other improvements within the feeder pattern affected
9 by the proposal. And that 90,000, again, was
10 negotiated based on a higher impact and the applicant
11 has not sought a decrease of the contribution and has
12 remained steadfast in its commitment to the school
13 district at the same $90,000 level.
14 I have mentioned a couple of times the 2004
15 proposal that was before this Board, went up to the
16 county commission. I'd just like to highlight some of
17 the major differences, because not only does it result
18 in a decrease in density, the overall density of
19 development, which, of course, in turn results in less
20 student, schools, less traffic, but it does provide
21 better access to the entire property, and we firmly
22 believe that it will serve as a catalyst for the
23 development and the improvement of this area.
24 I mentioned in the beginning of the presentation
25 that we had engaged in a very significant and involved

1 community outreach process, and I'd like to introduce
2 Lynn Zovluck who will address that process in more
3 detail, but very briefly.
4 That concludes my presentation for now. If you
5 have any questions, I'll be glad to address those now
6 or later at your request.
7 Thank you.
8 CHAIRMAN O'DELL: One question.
9 MR. MAYOL: Yes, sir.
10 CHAIRMAN O'DELL: Is the convenience store
11 remaining in place?
12 MR. MAYOL: The convenience store -- let me ask
13 my client because I don't know the answer to that
14 question.
15 MR. MILTON: No.
16 MR. MAYOL: No, sir.
17 CHAIRMAN O'DELL: Okay.
18 MS. ZOVLUCK: 720 West Tropical Way, Plantation.
19 I work with Joseph Milton and we tried to get this
20 passed one time before and had some opposition, so
21 what we decided to do is try to reach out to the
22 community.
23 I have talked to several people -- I'm going to
24 go down the list of names here: Elsie Reur, Barbara
25 Hagen, Ray Carabada, Doris Prado, Dave Graveline, Jo

1 Petis, Jackie Shepherd, Stillman Bell, I believe it
2 is.
3 We've reached out and we've tried to come to some
4 kind of compromise. We understand that development
5 does have a level of impact.
6 What we are developing is a property that's going
7 to be, basically, one and two-bedroom apartments. We
8 are not targeting families; we're targeting young
9 professionals.
10 The rents are going to be approximately $1,500 a
11 month, and it's going to be a high-end property with a
12 state-of-the-art gym, a pool, amenities that are
13 really geared towards the young professional.
14 So we don't really believe that it will have a
15 tremendous impact on schools. We have made the
16 $90,000 over and above donation to the elementary
17 school because it will be impacted. But it's going
18 to be minimal. And it will be better than most other
19 projects that come in with three bed-room apartments
20 and things that are a little more conducive to
21 families.
22 We have traffic issues that we've dealt with. We
23 are -- as a show of good faith, the gate on 68 Avenue,
24 we went ahead and already opened. It has worked
25 beautifully. The traffic is flowing. It has taken

1 all the congestion off 186 Street. Everybody in the
2 immediate area is very, very happy with that change
3 that we've made.
4 We've also made other changes as far as we have
5 another piece of property I think everybody here is
6 aware of that wasn't being maintained appropriately.
7 We have sodded that piece of property. We have
8 maintained it.
9 So we've done things to let everybody know that
10 we're here in good faith. We want to do a nice
11 project for your community. You have a beautiful
12 community here.
13 You want to get that community to a higher level
14 comparable to a Coral Gables or a Plantation or --
15 it's beautiful and we need to continue to beautify it.
16 And this project is going to definitely be the nicest
17 apartment community in the area if we get your
18 approval tonight.
19 Thank you very much.
20 CHAIRMAN O'DELL: Ms. Zovluck, question.
21 MS. ZOVLUCK: Yes.
22 CHAIRMAN O'DELL: Why did it take till now to
23 open up that gate on 68 Avenue?
24 MS. ZOVLUCK: I didn't really realize that there
25 was such a problem with the traffic. I didn't know

1 myself personally.

2 AUDIENCE MEMBER: You work there; right?

3 MS. ZOVLUCK: I work there in the day. When I

4 leave there it's late and I haven't been aware of the

5 problem.

6 Once we became aware, when we brought this to

7 your attention last year, we did our best to rectify

8 it and we rectified it immediately.

9 CHAIRMAN O'DELL: Ms. Zovluck, with all due

10 respect, we've brought it to your attention for years.

11 MR. JOSEPH MILTON: May I respond to that,

12 please?

13 CHAIRMAN O'DELL: Name and address.

14 MR. JOSEPH MILTON: Joseph Milton, 3211 Ponce de

15 Leon Boulevard, Suite 301.

16 We have a very large company and I was not really

17 aware of the concerns with the traffic there.

18 It doesn't excuse the reality, but when we were

19 made aware, and we had meetings with the people in the

20 community, we corrected that. And I think that's

21 really the response you want when there is a problem.

22 CHAIRMAN O'DELL: That's factually not true.

23 That's factually not true. When you were made aware

24 of it, it was years ago, years ago, that there was a

25 stacking problem on Miami Gardens Drive and that 68

1 had been shut down and you weren't letting anybody in
2 there.
3 So don't come to me now and tell me that, "Oh,
4 when we were made aware of it we took care of it,"
5 because that's not true.
6 MR. JOSEPH MILTON: Mr. O'Dell, with all due
7 respect, this is -- the first time I've dealt with
8 this Community Council was a year ago.
9 I've been involved in this community, with the
10 neighbors, less than that. I was not part of the
11 rental community or its management.
12 I've been responsible to improve the situation
13 and I have done that.
14 So, in retrospect to me, I was not aware of it.
15 CHAIRMAN O'DELL: Your family was; correct?
16 MR. JOSEPH MILTON: I'm not denying that, sir.
17 But I think in good faith I've taken every measure
18 possible to rectify that.
19 CHAIRMAN O'DELL: Thank you very much.
20 MR. JOSEPH MILTON: Thank you.
21 MR. CECIL MILTON: One more thing on that. Real
22 brief.
23 My name is Cecil Milton. I'm Joseph Milton's
24 brother. I do run the management company. The first
25 time that we were introduced with the problem,

1 officially introduced, because phone calls and
2 whatever are not official. An official complaint came
3 from Team Metro and it was addressed and it was
4 resolved, which I think is what we're looking for.
5 Crying over spilt milk doesn't resolve anything.
6 Team Metro came with a complaint, we addressed it and
7 right now the problem is addressed.
8 CHAIRMAN O'DELL: Mr. Milton, let me just tell
9 you, this Council here isn't really a stupid group of
10 people. And we've been dealing with your situation on
11 stacking and entrance to 68 Avenue at so many of our
12 nonzoning meetings because of traffic problems, that
13 for anybody to make a statement contrary to "Well, we
14 just found out," "We just took care of it," that's
15 not factual. It's not factual.
16 MR. CECIL MILTON: You can see when the Team
17 Metro complaint came in, and that's the first Team
18 Metro complaint.
19 CHAIRMAN O'DELL: We've heard everything from
20 Team Metro. They report back to us.
21 Proceed.
22 MR. MAYOL: Mr. Chairman, I'd just like to
23 reserve some time for rebuttal.
24 CHAIRMAN O'DELL: Most definitely.
25 MR. MAYOL: There are a few people who would like

1 to speak in support, and I'm sure you'll give them an
2 opportunity to speak.
3 Thank you.
4 CHAIRMAN O'DELL: All those in favor of the
5 application, please come forward, state your name and
6 address.
7 MS. HAGEN: Barbara Hagen, 7336 Bay hill Drive.
8 I think I can straighten this whole situation
9 out.
10 The problems we had in the past, and you were all
11 aware of -- and I was one of the biggest fighters
12 against the Milton Trust, and I think I dealt with
13 Senior for many years. I was the one that brought the
14 stacking problem to the attention of your council and
15 to Team Metro for many, many years, which they really
16 didn't do they anything about, but --
17 CHAIRMAN O'DELL: You didn't bring it to our
18 attention. We all see it every day.
19 MS. HAGEN: I know, but I originally got the
20 plans from the Commissioner so that Team Metro and
21 George Pena could -- I understand your problem. I
22 mean, it's just not them. I understand how bad they
23 were, but there was also other apartment buildings
24 that we addressed the whole area.
25 However, after they lost their last application

1 on a commission they were told that they must go out
2 into the community and talk to us, and I'm telling you
3 that all the complaints I had with the Singapore
4 property and the violations that were previously
5 committed have been cured.
6 They not only restored the fence, the sign, they
7 physically cleaned the whole entire property. They
8 not only cleaned it, but they totally resodded the
9 property -- the tennis court sits right across from my
10 home.
11 They also -- we negotiated -- we almost feel like
12 this is our project, and Jose Milton, any complaint we
13 had, he addressed immediately.
14 That was the first complaint and that's why he
15 tried to open the 68 Avenue right away until he could
16 get the county permission, and he put a guard there
17 temporarily and they notified everybody about it.
18 So he was curing all these problems.
19 CHAIRMAN O'DELL: Ms. Hagen, you raised an
20 issue --
21 MS. HAGEN: I just really want to tell you that
22 from the lemons we had in the past, they've made
23 lemonade now, strictly through cooperation with the
24 community, our members. They've made every effort.
25 There was a complaint about their sign on the

1 fence. They took that down. The "For Rent" sign,
2 everything was done immediately upon our request.
3 CHAIRMAN O'DELL: Would we say it was a few
4 selected members of the community, Ms. Hagen?
5 MS. HAGEN: No, no. It wasn't a few selected.
6 They made calls and set up meetings. I think they've
7 been to The Moors. They've been to Country Village.
8 AUDIENCE MEMBER: No, no, no, no.
9 MS. HAGEN: They've been to -- not with that
10 Country Village person. But they've extended their
11 hand as far as the community they could go to.
12 CHAIRMAN O'DELL: Okay. Let me ask you a
13 question, Ms. Hagen, since you brought it up.
14 How many years, years, has this situation been in
15 existence?
16 MS. HAGEN: Well, it was two years --
17 CHAIRMAN O'DELL: Just answer the question.
18 How many years?
19 MS. HAGEN: Two years that Team Metro didn't
20 properly address it.
21 CHAIRMAN O'DELL: How many years?
22 MS. HAGEN: And more.
23 CHAIRMAN O'DELL: Properly address it?
24 MS. HAGEN: That's exactly right.
25 CHAIRMAN O'DELL: I believe their response to us

1 was they were snowballed downtown.
2 MS. HAGEN: Oh, of course there was. But that --
3 CHAIRMAN O'DELL: And you recall those responses
4 that we got?
5 MS. HAGEN: I understand that. I had great
6 battles, but these are not the people you battled
7 with.
8 CHAIRMAN O'DELL: And you were also involved with
9 the tennis court and the signage and --
10 MS. HAGEN: Everything, yes.
11 CHAIRMAN O'DELL: -- what were you told when you
12 asked the Milton family to take care of that tennis
13 court and that sign?
14 MS. HAGEN: The tennis --
15 CHAIRMAN O'DELL: Yes, on the corner of Bay Hill
16 and West Lake Drive.
17 MS. HAGEN: Well, okay. Yes, that's exactly
18 right, through our Pride Week. I understand that.
19 But that wasn't this Milton member, these Milton
20 members.
21 CHAIRMAN O'DELL: Ma'am --
22 MS. HAGEN: It was --
23 CHAIRMAN O'DELL: -- If you're in the boat, you
24 row in the same direction.
25 MS. HAGEN: Except -- well, I think you could

1 talk to some people about you'll see a total
2 difference in attitude.
3 In fact, Jose Milton, Jr. almost -- it feels like
4 a member of the community, because I really hit him
5 hard. I hit him hard at the Commission, and I have to
6 feel that we've really gone out of our way -- he's
7 gone out of his way -- to meet and draw something that
8 we could live with in this community. And cured all
9 the past problems. Like I said, from the lemons, from
10 what they inherited, they're trying to cure those
11 problems.
12 So I would like to give him that benefit.
13 CHAIRMAN O'DELL: Okay, thank you.
14 Next.
15 MS. PETIS: Jo Petis, 18900 West Lake Drive,
16 Miami.
17 Just briefly on the stacking. This is the only
18 one that has been corrected. The others are still out
19 in Miami Gardens. They've done nothing, the other
20 apartment complexes. But I feel like this is more --
21 this application is more of what he's doing on the
22 property, and I think that's what should impact us or
23 what we should be concerned about more than the
24 politics that's been going on over the years.
25 When they appeared before the County Commission

1 with the appeal they were told go back to the
2 community.
3 There were several of us there. They did call
4 meetings. There were others that Lynn mentioned, but
5 you know, like everything else, "Why should I bother?
6 There are people going in my place."
7 And meeting after meeting after meeting they were
8 all invited. But who attended? There weren't a whole
9 lot.
10 But they did make an effort. The original plan
11 was three ten-story buildings. We have two six-story
12 buildings, which we were told will be the size of the
13 five story because the new construction allows them to
14 build it shorter, or there's less space between
15 floors, or something.
16 We went to the DIC meetings for the original
17 hearing, and we questioned that: How could you have
18 six stories to be as low as five. And they explained
19 that to us.
20 They originally were going to put in 443 units.
21 They went down to 335. So they saved us 108 units of
22 density.
23 They were going to do one, two and three-bedroom
24 units. We asked no three bedrooms. They agreed.
25 And part of what I'm saying I want to get in the

1 record because this is what they communicated to us.
2 And if this isn't what they do, then we go back.
3 We are concerned with the three-bedroom units
4 with the school, the student situation.
5 When you have three bedrooms, you have more
6 children. When you have one and two bedrooms, you
7 have fewer children.
8 So we're down to 335 units.
9 The garage, that was a big hang up. I for one, I
10 just didn't want that garage there.
11 It was originally going to be a five-story
12 garage. It's down to three, but the top story is a
13 roof. It's not a building. It's not the side that
14 goes up with a roof on the top.
15 So, again, they agreed with us.
16 The entrance and exits, we asked that Bobolink be
17 reduced down and they went and they said that Bobolink
18 is going to be an exit only with the primary entrance
19 and exit being on 68 Avenue.
20 Oh, by the way, I'm speaking for myself, not my
21 community, because I don't want any problems there.
22 Anyway, I think, you know, they've made an
23 effort. They've met -- they've invited people.
24 People just didn't attend. People didn't -- you know,
25 the same old people. Barbara will go. Jo will go.

1 So, I think anybody who didn't attend, it's their
2 own fault.
3 I know that they did go to The Moors because we
4 were invited to go and then at the last minute there
5 was something about we could not go because we weren't
6 residents there. So they had to call another meeting
7 at a different location to where Country Club people
8 could go.
9 So, you know, the whole thing, I think they have
10 made an effort, and if we look at the application and
11 what they're going to do on this property, it's
12 certainly better than that shopping center that's
13 there now.
14 Every time I went into that shopping center to go
15 to a meeting I was scared to death to go in. The kids
16 are always outside. And, you know, it's not a
17 pleasant place.
18 Like you said, that convenience store has been
19 nothing but an eyesore for years.
20 So, anyway, I would like to ask you to consider
21 all the positives rather than the negatives, and let's
22 put yesterday's news aside and let's move forward
23 today.
24 I would like to ask that you approve this
25 application.

1 CHAIRMAN O'DELL: Ms. Hagen -- I mean, Ms. Petis,
2 let me ask you a couple of questions.
3 I believe that the last time we heard this it was
4 stated that the property at the corner of Bay Hill and
5 West Lake Drive, that that property had been donated
6 to the Parks and Recreation Department for a park.
7 Do you recall that, because you about jumped out
8 of your chair when it was said.
9 MS. PETIS: I don't know if it was donated,
10 purchased, there was some -- there was a big
11 controversy over that property because the sign
12 originally said "Royal Lakes, Singapore." And
13 somebody went in and took the lettering off the sign
14 and it was ugly.
15 CHAIRMAN O'DELL: Somebody?
16 MS. PETIS: Probably the applicant. Or, you
17 know, someone in the company.
18 But when we brought it to their attention, and we
19 said the sign looks terrible, it wasn't a week later
20 or maybe two weeks at the most, the concrete sign was
21 restored. It was painted, and it was a little bit
22 bearable.
23 The last time we met, in a joking way, I said to
24 Mr. Milton, "You know, all that grass is dead on that
25 hill. What are you going to do with it?" And a few

1 days later the entire parcel was sodded.
2 And we said -- there's some kind of a hangup, I
3 think on that property, whereas the ownership wasn't
4 solely Mr. Milton, there was another partner or
5 something, and this is what was explained to us. I
6 don't remember where, to be honest with you.
7 But they did make the effort and when we met last
8 and I said to Mr. Milton, Jr., I said, "You know, it
9 looks ugly," and I said, "I realize you're planning to
10 sell it to the county, but what are you going to do
11 with it meanwhile? We have to look at it like this
12 until the county yea or nays it?"
13 And, like I said, he did go out and improve it,
14 and I don't know what the holdup is now. But is that
15 part of the application?
16 CHAIRMAN O'DELL: No. But there's been things
17 about community-minded developer, good neighbors.
18 Historically, in your opinion do you think that this
19 organization has been good neighbors?
20 MS. PETIS: In the past, no.
21 CHAIRMAN O'DELL: Okay. Thank you.
22 MS. PETIS: Absolutely not.
23 CHAIRMAN O'DELL: Thank you.
24 MS. PETIS: Up until the denial by the county
25 commission --

1 CHAIRMAN O'DELL: There was nothing done.
2 MS. PETIS: -- we did not have the cooperation
3 with this developer.
4 CHAIRMAN O'DELL: Thank you.
5 COUNCILMEMBER SERRANO: Ms. Petis, you can stay.
6 I have a quick question. I have a real quick
7 question.
8 If I recall correctly, last this time this
9 application came before us, comments yourself said,
10 "We don't want an apartment building there. We don't
11 want the extra traffic. We don't want the people
12 there. We want them to donate it, make it into a
13 park, make it into a common area."
14 Whatever happened to that? What made you change
15 your mind from wanting a park, making it nice, giving
16 us -- "We don't want more people." We're already
17 overpacked." "We just don't want it." It's not
18 something we like in our community." And then a short
19 time later, now, "It's great."
20 I'm just a little confused. All of a sudden the
21 story changed.
22 MS. PETIS: I'm not saying it's a great idea.
23 But let's face it, business is business. Something is
24 going to go on that property.
25 The county is not going to buy it for another

1 park. What are you going to leave there, that rundown
2 shopping center that's full of derelicts?
3 I mean, let's be real. I have nothing personal
4 to gain. I live far away enough from that property --
5 COUNCILMEMBER SERRANO: That was not my question,
6 and that was not my insinuation. I'm just asking what
7 happened between the time --
8 MS. PETIS: The fact that they --
9 COUNCILMEMBER SERRANO: -- that you decided,
10 "Hey, we don't want anything there that has to do with
11 more people, apartment buildings to now" to now?
12 I'm just curious. I want to find out because
13 you're in the community -- you're very vocal, and we
14 definitely appreciate that -- and you told us very
15 adamantly, along with other people, "We don't want it
16 there." "We don't want it there." "We don't care
17 what it is." "Make it something." Make it a park."
18 MS. PETIS: We began with three ten-story
19 buildings and a five-story parking garage, and they
20 were going to demolish the recreational facilities on
21 the front parcel. And they were going to have more
22 density. And they were going to have three-bedroom
23 units in addition to the ones and the twos.
24 They were going to have four hundred and
25 forty-three units.

1 That was a lot. That was a bit much.
2 They were ordered by the commission to come and
3 work with the community. They did. They cut it down
4 considerably. They cut the density down by 25
5 percent.
6 They cut the size of the units so we don't have
7 the same impact on the schools.
8 The county purchased the ferry property. Let's
9 look at it. It's been several years; we have nothing
10 there yet. Are we going to wait for another park
11 that's going to sit vacant? You know, let's be real.
12 Yes, I'd like to have a park there. But you
13 think the county is going to buy it? Who will sponsor
14 a park? Do you think that the Miltons will put a park
15 there?
16 What's going to happen to the property? Is it
17 going to remain like it is?
18 Less is more sometimes.
19 CHAIRMAN O'DELL: Don't have a crystal ball.
20 MS. PETIS: Pardon?
21 CHAIRMAN O'DELL: Don't have a crystal ball.
22 MS. PETIS: That's correct. But in all fairness,
23 you know, I mean, let's be real.
24 No, I did not want the density of that property
25 the way it was presented. And we went with it from

1 the DIC downtown before it even came to the Community
2 Council, and we spoke against it from the beginning.
3 We did not want that kind of density added to our
4 community.
5 CHAIRMAN O'DELL: Okay. Thank you.
6 Anyone else wishing to speak in favor of this
7 application?
8 MR. SHEPHERD: Good evening. My name is Marvin
9 Shepherd. I am here -- my wife is traveling but she
10 did a little letter, and she asked me to come and read
11 it.
12 But before I read her letter, for those that
13 don't know my wife Jackie Shepherd, we've been living
14 in the community for 20 --
15 THE CLERK: Would Mr. Shepherd like to state his
16 address.
17 MR. SHEPHERD: Oh, I'm sorry. 19212 West Lake
18 Drive, Country Club.
19 CHAIRMAN O'DELL: Have you been sworn in, Mr.
20 Shepherd?
21 MR. SHEPHERD: Thank you. All right.
22 We've been living in the community for 26 years.
23 We've seen everything up and down and everything else.
24 Now one thing I will say, and I'm not putting her up
25 for office, but my wife is very, very civic minded.

1 She's very moralistic, and she's always right.
2 So let me just read her letter.
3 And that's after 36 years of marriage.
4 This is the to Community Zoning Appeal Board,
5 Community Council 5:
6 "Ladies and gentlemen, regarding
7 Application 04-424, Jose Milton and
8 Village Shopping Center Trust, request
9 for change of current zoning to apartment
10 house district, I'm sorry that I'm not
11 able to appear before you in person. I
12 am currently traveling, but I would be
13 grateful if this could be read at the
14 meeting due to take place on March 31.
15 "At a similar meeting more than a year ago, the
16 people in the Country Club community were not
17 pleased with the applicant's submission and this
18 was borne out by their elected representatives at
19 a later meeting:
20 "In the initial proposal, members of the
21 community judged that the number of apartments
22 was too great and voiced real concerns as traffic
23 flow with additional vehicular ingress and egress
24 onto Miami Gardens Drive.
25 "Also, the community did not agree with the

1 height of the proposed parking garage.
2 "Mr. Joseph Milton has met with members of the
3 community on several occasions and listened to
4 their concerns and suggestions, and he's
5 diligently dealt with each suggestion. The
6 result is that the density of the complex has
7 been reduced, the traffic patterns dealt with in
8 a very creative manner so as not to impact
9 overcrowded Miami Gardens Drive, and the parking
10 garage has been reduced in height and camouflaged
11 by dense landscaping.
12 "Further, he and his staff have responded to
13 suggestions for the total betterment of the
14 community as a whole.
15 "Faced with the current shopping center having
16 outlived its usefulness, that there appears to be
17 a real need for rental property in the area, and
18 that all of the community concerns have been
19 dealt with in the amended plan under
20 consideration, I believe the community would be
21 improved considerably by Mr. Milton's amended
22 application. I hope that you will agree.
23 "Thank you. Sincerely, Jackie Shepherd."
24 I've seen this community go from where they used
25 to land a plane on Bobolink to what we have now, and

there has been all kind of construction going on and congestion and everything else.

I don't think you can fight that. I mean, everyone's bursting at the seams. But we have to try to keep our community looking good, and the type of property that he's proposing, in my opinion, this would add to the betterment of the community.

Thank you.

CHAIRMAN O'DELL: Thank you.

Anyone else wishing to speak in favor of this application?

No one moving.

Those wishing to speak against the application please come forward.

MR. ESPOSITO: My name is Gus Esposito. I live at 6264 Northwest 201 Lane.

Afternoon Mr. Councils.

What did Barbara say? "Lemon and lemonade?" They're both sour, you know, and this is the size of this application. It's a sour application.

Last time that I remember, Mr. Chair, that Mrs. Hagen was before this Council endorsing an application she was reprimanded by the Ethics Commission for accepting money and not reporting it as a lobbyist. Okay?

1 CHAIRMAN O'DELL: Sir, nothing here is to be
2 stated personally. Please.
3 MR. ESPOSITO: I apologize.
4 Anyway, it came out in yesterday's paper of Jeb
5 Bush himself, okay, talking about growth and density,
6 predicting a disaster if development grows unchecked
7 in Florida. And this is what's going on in this
8 community here.
9 Also he's calling it the clogged roads, the
10 traffic, the helter-skelter development as signs of
11 the worst things to come. And it's up to this
12 Council, and the responsibility of this Council, to
13 minimize the impact and development in this community.
14 That's why we elected you all here.
15 I traveled around the shopping centers also in
16 the last week, and the kids that are hanging out in
17 the shopping center are the kids from the development
18 that Mr. Milton owns right now.
19 They jump over the fence and they hang out there
20 all night because there's no entertainment, I guess,
21 in that development.
22 Our area right now is the largest transit
23 community -- transit means rental community -- in
24 North Dade. I don't think we need additional rental
25 property in our area.

1 Our quality of life is going to go down. We're
2 going to have additional traffic, additional students
3 in our school. So we have one developer taking away a
4 school for a year, and we have another developer
5 increasing the amount of students. I mean, that's
6 really unlogical.
7 There's going to be an additional burden to our
8 whole quality of life in this area in North Dade.
9 I understand that the attorney was saying about
10 the impact fees. I mean, a whole bunch of developers
11 didn't pay their impact fees, and if I'm not mistaken,
12 I believe this developer was one of them that they're
13 trying to rectify the situation right now -- it came
14 out in the *Herald*.
15 So the whole county gets the impact fee, but
16 we're going to get massive burden within our community
17 from the traffic, the crime.
18 I mean, I called the police department a couple
19 of days ago and in that building alone, in that
20 vicinity, they've had 80 calls from the beginning of
21 the year to police and emergency.
22 So that's a burden on our taxpayers' money right
23 there.
24 I beg this Board to deny this application at the
25 fullest.

1 Thank you very much.
2 CHAIRMAN O'DELL: Anyone else wish to speak
3 against this application.
4 Okay. Come on down. You can be next.
5 MR. SANCHEZ: Good evening. My name is Antonio
6 Sanchez, and I'm a resident of The Moors.
7 I'm here also representing 311 letters of
8 petition for you to reject this application, please.
9 CHAIRMAN O'DELL: Okay. You want to put those in
10 the record, please.
11 MR. SANCHEZ: These are the problems with this
12 application that I see. I mean, everybody talks about
13 traffic and schools and so forth, but I want it in a
14 different perspective, and the way I see it is this:
15 First of all, I don't know why this application comes
16 as a site of 19.3 acres when actually it's speaking
17 only about developing the south side.
18 The south side, I measured it the other day and I
19 was estimating that it was 6.7 acres when you convert
20 the footage to the acreage.
21 But the lawyer here, the representative -- Mr.
22 Milton has declared today, on record, that it is a
23 property of 6.3 acres.
24 Now, if you follow this math, at 6.7 acres times
25 50 units per acre, that will make it 335 units.

1 Now that was my original calculation.
2 Now, since counsel here for the applicant says
3 that it is only 6.3 acres in dimension, and that is on
4 the record right now, they will be going over 50 units
5 per acre if we would consider this parcel alone.
6 Now, on the original application they were asking
7 for an additional building in an interpretation of a
8 covenant that it has been deemed null and had been
9 recommended by the Miami-Dade County Council to be
10 improper and with which they will have -- they had
11 problems at the DIC presentation. They had problems
12 here. And I brought it up personally at the full
13 county commission hearing, and the lawyer present, Mr.
14 Robert Krawchek agreed that was one of the issues that
15 they will have to deal with in order to bring this
16 application back.
17 In other words, the county, the interpretation of
18 the county, will never allow to build those 80
19 apartments that they're wanting to put on the north
20 side of the property.
21 In other words, that means that the reduction of
22 the 80 apartments from 420, 430 to 335 now is not a
23 fact of the developer. It's not a good will of the
24 developer. It is a fact of life. It is the legal
25 interpretation of Dade County.

1 So we don't have to say thanks for that. Okay?
2 And another thing that I have a problem with is
3 the following: This parking garage, it is a two-story
4 -- they put it as a two-story building plus a terrace.
5 Now, this is inconsistent, and it's totally out
6 of place in this area.
7 You have to go probably six to ten miles to
8 Palmetto Hospital to find one of those. You also have
9 to go north to Broward County to Memorial Hospital to
10 find another one of those. And those are commercial
11 applications. There is nowhere in the area for miles
12 where we have a parking garage like this for a
13 residential community, not even in Hialeah, in the
14 more dense areas of Hialeah.
15 Now, a few months ago, probably a year or a year
16 and a half ago, we were talking with Barbara. We were
17 members of a municipal advisory committee. We wanted
18 to change our designation of Hialeah for this area to
19 be able to call it Miami Country Club Lakes. And I
20 don't foresee, and I don't think that parking garages
21 are or should be a part of this community in any case.
22 Not only that, if we send this message to Zoning
23 Department and to the county commission, I'm pretty
24 sure that more applicants are going to be knocking and
25 they're going to be tearing down your doors to

1 increase the density artificially by putting up
2 parking garages that are going to be two, three, four,
3 five or seven stories high.
4 And this is a bad precedent, and this is
5 something, a line, that we should not cross.
6 And like you said, Mr. O'Dell -- I believe you're
7 a very intelligent and good-willed and
8 well-intentioned group of individuals, and I know
9 personally some of you, and you know pretty well for a
10 fact that if this happens it won't be the last one
11 that it will come.
12 There are properties here like -- K Mart is going
13 out of business. Winn Dixie is in bankruptcy in New
14 York. That lot is, what, 22 acres or 25 acres? At
15 the same rate what would they be able to build over
16 there?
17 If they do the same kind of math as the Milton
18 Trust here, they will want to put a thousand
19 apartments with a ten-story parking garage, and who
20 will be denying that? How could we say no after we
21 have opened the door for everybody.
22 So, it's a Pandora's Box that we don't want to
23 open.
24 This is a good moment to step back and say, "This
25 is a line that we don't want to cross." And send that

1 message to all the developers that are going to be
2 coming into the area and say, "This Community Council
3 is not going to take -- is never going to approve no
4 parking garage." Because, honestly, I wouldn't have
5 a problem to the Milton Trust if they come and say,
6 "We're going to develop this property at the same
7 rate, or at the same level than the other one."
8 But, as you can see over there on the plans that
9 they have, they say that the plans before were less
10 stringent. But they're going back in time because the
11 proposal now, it calls for less open space, less
12 trees, less -- you see the massive amount of concrete
13 and buildings and townhouses and garages, and you
14 cannot even compare with the one on top.
15 And the densities, if we'll go back to my little
16 map here, if the whole property is 19 acres, they have
17 330 on top. This density will be 26 units per acre.
18 Now, if they build this project that they're
19 applying for with 335 apartments on 6.3 acres, which
20 is the actuality, they're going over the 50 units.
21 So, in other words, I cannot conceive that any
22 area can look up to say we're going to build 50 units
23 per acre, and we're going to improve the area.
24 It doesn't matter what you do, actually you're
25 putting concrete on top of concrete and parking lots

1 and three-story parking garages and that doesn't
2 belong here.
3 And me and all the signatories of those petitions
4 are asking you to flatly and uniformly deny this
5 application so we can go to County Council and say:
6 "This is what we want for this community, and we
7 certainly don't want this type of application."
8 Thank you very much.
9 CHAIRMAN O'DELL: Thank you.
10 MR. TIVO: Hi, I'm Tom Tivo from The Moors.
11 I don't think the --
12 CHAIRMAN O'DELL: State your address, please.
13 MR. TIVO: Oh. It's 6221 Northwest 171 Street.
14 CHAIRMAN O'DELL: Have you been sworn in, sir?
15 MR. TIVO: Honestly, this is the first time I have
16 ever been to one. I was here when he swore the people
17 and --
18 CHAIRMAN O'DELL: Let the court reporter swear
19 you in.
20 MR. TIVO: Okay.
21 (Whereupon Mr. Tivo was duly sworn.)
22 CHAIRMAN O'DELL: Okay.
23 MR. TIVO: I don't think the Miltons really want
24 me here because I was a business owner in his shopping
25 center.

1 They gave me a real short notice: You have to get
2 out of here. We got other intentions with this
3 property.
4 The property was completely full at the time.
5 They were even having back orders for people to come.
6 As a matter of fact, there was a tenant right
7 behind me that was only in there for three months, and
8 they told him to leave. And he was in the processes
9 of building up the store when they threw him out, and
10 didn't compensate him at all.
11 They did compensate me, but very little. I had
12 to move my business, and when I moved my business I
13 lost a lot of customers by going to Palm Springs North
14 in a shopping center that was slightly -- you know, in
15 an area not utilized.
16 But I don't think the Miltons really care about
17 this community, they really don't, because they showed
18 it to me by telling me, "I don't care what kind of
19 business you have, you've got to get out. You've got
20 to get out."
21 They told me in July, "be out by December."
22 I was out by December, but they still have the
23 shopping center up and they're still maintaining a few
24 stores because he said, these guys are on month by
25 month, and they know it.

He even threw out a dentist that had a practice for 27 years. And he even told him, the dentist told me that Milton didn't even respect him as doctor. He says, "I don't even want to hear it," and he threw us out.

Did you notice the Miltons don't even live in this area, but they want to build a massive thing like this in this area?

You know this would never be approved in Coral Gables in the residential area.

So, I'd say deny it, please.

CHAIRMAN O'DELL: Okay. Thank you.

COUNCILMEMBER SERRANO: Sir, one quick question: What kind of business did you have or have?

MR. TIVO: I have an antique store and it's in P.S.N. now. But P.S.N. is a very closed up area. That shopping center was desirable. It was full. And for him to say it wasn't desirable and it's empty now, it's because he threw everybody out.

And the condition of it is he's showing you he don't care about the community because he let this building look like that.

I say keep the shopping center there because we need it, plus tell him to fix it because you seek the kind of building he's leaving here for us, and that's

1 what he'll do with these apartments. When he doesn't
2 fill them, he'll get Section 8 in here.
3 That's the end. Thanks.
4 CHAIRMAN O'DELL: Thank you.
5 Anyone else wish to speak against this
6 application?
7 All right. The court reporter will --
8 (Whereupon Ms. Hererra was duly sworn.)
9 Come in. State your name.
10 MS. HERERRA: Yolanda Hererra. My address is
11 17338 Northwest 61 Place.
12 I am member of the PTSA here at American Senior.
13 I've been a resident since 1981, and trying to fix, or
14 contribute to fix a little bit of what's going on in
15 our schools I joined the Attendance and Boundary
16 Committee.
17 I was going to ask, and I had a whole speech
18 prepared, but this gentleman here was quite eloquent
19 about telling the problems with details and a map and
20 everything.
21 I'm a bit -- with all due respect, I'm a bit
22 disappointed in switches that how easy this gentleman
23 just got an extension of a year in the school, which
24 is badly needed. I am very, very disappointed.
25 I think I'm just going to give you my petition,

1 add it to the 311, just leave the one more.
2 I don't know what's going to be the end of this
3 decision here, but the previous decision was very
4 poorly stated.
5 Thank you. Good evening.
6 CHAIRMAN O'DELL: Anyone else wishing to speak
7 please come forward.
8 MS. MONTES: Debbie Montes, resident of The
9 Moors, 17522 Northwest 61 Place.
10 Mr. Sanchez spoke for me. I won't repeat it.
11 CHAIRMAN O'DELL: Thank you.
12 Anyone else wishing to speak against this
13 application?
14 MR. VALENDIA: Good evening, Board. René
15 Valendia, 6821 North Andrews Drive. I have another
16 property at 18000 Northwest 68 Avenue. And I also
17 have a business in the Commercial Center of Miami, off
18 of the Palmetto, between 57 and 67 Avenue.
19 I've been a long-time resident of this area. I
20 am a product of American High.
21 I have seen developments going on over the years.
22 I actually had friends that used to live in that
23 complex that we're currently talking about.
24 I guess the point is, what this boils down to is,
25 enough is enough. How much is enough for the Milton

1 family and for anyone? And being a business owner, I
2 do appreciate the tenacity of the Miltons.
3 But it comes to a point where we're really having
4 a problem here with traffic as you well know.
5 I often come out of my complex of the apartment
6 208 in Country Club Villas during 7:30 in the morning,
7 sometimes at 12:00 in the afternoon, sometimes 2:30 in
8 the afternoon, and sometimes a little bit later when
9 the junior high kids come out of school. The traffic
10 is unbelievable. Okay? I see it three, four times a
11 week. And also the entrance, obviously, to American
12 High in the morning between 7:15 to 7:30 it's
13 impossible. It's absolute gridlock.
14 And I can just imagine, even though they are
15 proposing a rental of $1,500 a month, with all due
16 respect, you can fit quite a good number of
17 individuals of young children within a two-bedroom
18 apartment. You know, you stack them up one on top of
19 the other. That's the reality. That's the reality of
20 the configuration of our demographics in this area.
21 So it's very difficult to perceive that you're
22 just going to go after a market of just attaining
23 professionals at $1,500 a month when you can do that
24 in Miami Lakes very, very easily. So that's a big
25 problem.

1 Schools are a very big problem. That was a large
2 issue for me. Since I am currently a new dad I am
3 looking at that. And you can easily fit, again, a
4 young child, two young children ages four to ten in
5 one room. Again, school problem.
6 We have the problems with P.S.N.. we don't have
7 a charter school. What other schools do we have
8 available here that are not packed; right, or with
9 portables.
10 I can't imagine having to learn like that.
11 So, there's another problem that I see here. The
12 Milton family has been doing some work on their
13 property where the shopping center is. I think that's
14 called the South Parcel. Maybe some areas have been
15 worked on, but, still, you still have potholes that
16 are just growing and growing and growing by the day.
17 I do recall that that area at one point was
18 filled, I guess with businesses, but today it's pretty
19 much abandoned.
20 And, yes, there are kids that hang around there.
21 Again, on the weekends I see it when I drive by. So
22 it's not an ideal situation.
23 And, yes, and I agree completely with what the
24 gentleman said from The Moors regarding density. We
25 have an example, ladies and gentlemen, on the corner

of 68 Avenue and 67 Avenue, that building, four stories, five stories. It's not yet vacated. As far as I understand they're having a parking problem; right? That's why it's still vacant. Anyone know about that? Right?

CHAIRMAN O'DELL: Don't know anything about it.

MR. VALENDIA: You don't know anything about it. Okay.

CHAIRMAN O'DELL: I mean, I know the buildings there, but I don't know anything about the problems.

MR. VALENDIA: But why hasn't it been occupied yet?

Well, that's all I have. I really don't perceive that this is a good deal for the community at whole if we're going to have 335 new potential apartments. How many are there now currently?

CHAIRMAN O'DELL: In a total area I couldn't tell you, but in their property I believe it's 330.

MR. VALENDIA: Again, we have the same problems. It would be just making the problem look a little bit better, that's all, but I don't see a big improvement over what they brought last time.

CHAIRMAN O'DELL: Okay. Thank you.

Anyone else wishing to speak against the application?

1 MR. RODRIGUEZ: Good evening. I'm Ivan
2 Rodriguez, Miami-Dade County Public Schools, 1450
3 Northeast Second Avenue.
4 I'm actually not against nor in favor of. I'm
5 here to answer any questions that the Council may
6 have, and also to briefly explain the impact analysis
7 that we prepared on the impact of this development on
8 the public schools.
9 Pursuant to the interlocal agreement that we have
10 with the county, we reviewed this application based on
11 the additional units that they requested beyond for
12 the zoning upgrade. We came up with an additional 108
13 students that the additional zoning will create.
14 That's 50 students for the elementary, 27 for the
15 middle and 31 for the senior.
16 The impacted schools are Palm Springs North
17 Elementary, which is presently 143 percent
18 overcrowded. With this application it will go up to
19 about 146.
20 Lawton Chiles Middle School, which is presently
21 142 percent overcrowded, and with this application it
22 will go up to 144.
23 American Senior, which is 151 percent
24 overcrowded, and with this application it will go up
25 to 153 percent.

1 Of course as you may know, I think that the
2 superintendent, our superintendent came out and he's
3 proposing a five-year capital plan. And based on
4 that, we have several schools that are coming into the
5 area to relieve those overcrowded schools.
6 The intent of the five-year plan -- of course the
7 five-year plan is not funded yet, and we need all the
8 help that we can get, but based on that we have a few
9 projects that are funded. We have a new middle
10 school, state school, N-1, which will relieve Lawton
11 Chiles and Lake Stevens Middle. That is funded. We
12 have an architect on board. We're going to the design
13 process, and it's earmarked to open in the August 2006
14 school year.
15 We have two modular classroom additions. These
16 are permanent concrete buildings, one at Lawton Chiles
17 Middle that will provide 242 additional student
18 stations, and it will be open by the next school year,
19 August 2005.
20 We have another modular classroom addition at
21 this high school, American Senior, for 275 student
22 stations that will also be open in August '05.
23 As far as proposed relief schools for the future,
24 we have a state school, X-1 that will strictly relieve
25 Palm Springs North Elementary alone, because that's

1 where we have a lot of the overcrowding. It will have
2 826 student stations, and the funding year is year
3 07/08. Of course, we don't have the funds for that.
4 It's proposed.
5 And we also have a new high school, which is
6 actually a replacement of Miami Carol City Senior High
7 School, that will also relieve American Senior, and
8 that's going to be built for 3,600 student stations,
9 which is about -- close to about a thousand additional
10 student stations that they have now. And that's
11 earmarked for fiscal year 06/07.
12 We have had dialogue with the applicant. They
13 came to the school board building and they met with
14 us. They have proffered a covenant, as the attorney
15 had mentioned and Juan Mayol. They're voluntarily
16 giving us a monetary proffering of about $90,000, and
17 they've given us a covenant for that.
18 Staff has not approved that yet. We're still
19 talking to them so we haven't presented to the school
20 board as of yet.
21 And I'm here to answer any questions you may
22 have.
23 CHAIRMAN O'DELL: When these additional student
24 stations are brought on board, are we still over our
25 max at these schools: American, P.S.N. and Lawton

1 Chiles?

2 MR. RODRIGUEZ: The intent of the five-year plan

3 is to eliminate all the portables and to bring

4 overcrowding to zero. That's the intent.

5 CHAIRMAN O'DELL: But that five-year plan is not

6 funded?

7 MR. RODRIGUEZ: The five-year plan, I believe --

8 CHAIRMAN O'DELL: That's a yes or no question.

9 MR. RODRIGUEZ: The first two years of the plan,

10 the superintendent has said that we may be able to

11 have the funds available.

12 CHAIRMAN O'DELL: It's a simple yes or no

13 question. Is if funded?

14 MR. RODRIGUEZ: The first two years may be

15 funded, the next three years of the five-year plan,

16 the monies are not there.

17 CHAIRMAN O'DELL: Okay. Is that it?

18 MR. RODRIGUEZ: Yes.

19 CHAIRMAN O'DELL: Thank you.

20 Any questions to this gentleman?

21 COUNCILMEMBER FRIEDMAN: I have a question.

22 CHAIRMAN O'DELL: Okay. Councilman Friedman.

23 COUNCILMEMBER FRIEDMAN: The $90,000 in question,

24 how is that intended to be applied?

25 MR. RODRIGUEZ: Well, the covenant that they

1 proffer it says to be applied to any capital
2 construction improvements that we have at Palm Springs
3 Elementary. That's what it says.
4 And in the event that we don't have anything
5 happening at that school, it will go to any schools
6 within that feeder pattern.
7 COUNCILMEMBER FRIEDMAN: Okay. And the $500,000,
8 how is that to be applied?
9 MR. RODRIGUEZ: You're talking about the impact
10 fees?
11 COUNCILMEMBER FRIEDMAN: Yes.
12 MR. RODRIGUEZ: Okay. The impact fees, as it
13 stands right now, which is -- the county is subdivided
14 into three benefit districts. The monies collected on
15 impact fees for schools have to be spent within the
16 benefit district in which it has been collected.
17 I believe this one is in the Northwest benefit
18 district, which it would have to be spent within that
19 district. It doesn't necessarily have to be spent in
20 any of the schools that are impacted, necessarily.
21 CHAIRMAN O'DELL: Any other questions for this
22 gentleman?
23 No? Okay, thank you.
24 MR. RODRIGUEZ: Thank you.
25 CHAIRMAN O'DELL: Anyone else wishing to speak

against this application please come forward.

MS. DUVAL: Good evening. My name is Desiree Duval. I live at 18290 Mediterranean Boulevard at The Moors Point.

I don't have a speech prepared. I wasn't even going to speak today, but I just noticed that every time I go to work in the morning, it takes about 10, 15 minutes from where I live to the Palmetto. So, I mean, this is a good example.

I don't know how it will affect us, but 335 units I think will definitely increase our traffic flow. I don't know if I take now 10 minutes it will be 20 minutes, 30 minutes. It's just an example I wanted to bring to your attention.

I speak on behalf of myself as well as many of my neighbors who couldn't be here. Okay? Thank you.

CHAIRMAN O'DELL: Thank you.

Anyone else wishing to speak against the application?

The public hearing is closed.

Mr. Mayol.

MR. MAYOL: Thank you, sir.

I'll try to be brief, Mr. Chairman, and I will try to --

CHAIRMAN O'DELL: Yes, we're running out of time.

1 MR. MAYOL: -- address the issues that were
2 raised in order. And, also, I will try not to address
3 any of the personal attacks, even though I feel
4 compelled, but I will not.
5 I will resist the temptation and I will stay on
6 the merits of this application.
7 We really have chosen to look forward with this
8 proposal before you, and I think that Joseph Milton
9 has shown a lot of determination to improve the
10 relationship between his family and the community, and
11 testimony to that is the presentation, the remarks
12 that were made by Mr. Shepherd, Ms. Hagen and Jo
13 Petis.
14 The proposal before you is no longer an
15 improvement over the proposal that you looked at in
16 2004,and I will share some additional data on that
17 with you, but it is a proposal that will be a catalyst
18 for the improvement of that whole area.
19 Again, you know the area better than I do, but as
20 I drive the area and I move from 68 Avenue over to 67
21 Avenue and over to other parts, The Moors, Country
22 Club of Miami, I see a huge difference between the
23 state of affairs, not just on this property but the
24 state of affairs up and down 68 Avenue and what's
25 happening in the rest of your community.

1 We, again, hope that we can look forward. The
2 applicant has made a commitment to this community, not
3 only by improvement of the Royal Singapore park site
4 that you alluded to -- and if you like, I do have an
5 explanation as to the status of that conveyance.
6 The property has been proffered to the county
7 Parks and Recreation Department. It appears that
8 there's a hold up in accepting the conveyance of the
9 site, even though it is currently put to public use on
10 there, an informal agreement with the Miltons and the
11 neighbors.
12 It appears that the holdup has to do with a
13 concern about liability because the parcel does have
14 access to the lake.
15 We hope that that issue can be resolved and the
16 property can be acquired by the Parks and Recreation
17 Department and that it will be available for public
18 use moving forward.
19 If I may, let me just talk about some of the
20 issues, specific issues that were raised.
21 On the issue of density, and I think it was Mr.
22 Sanchez who made the remarks about the decrease in
23 density, I'm sure you'll recall, Mr. Chair, because
24 you were here and -- actually, many of you were here
25 when this proposal -- a similar proposal for this

1 property came before you. The site plan that was
2 presented to you included an additional building.
3 That additional building would have been placed
4 between the existing apartment buildings in the North
5 Parcel. That proposed building would have eliminated
6 some of the recreational facilities and added
7 additional density on the North Parcel.
8 That proposal was deemed to be consistent with
9 the master plan and was approved for legal sufficiency
10 by the County Attorney's Office.
11 So for Mr. Sanchez to say that somehow that
12 building was illegal or somehow there was a problem
13 with that approval, is just plainly wrong, and the
14 record actually shows that application was deemed to
15 be consistent with the permitted density on the site.
16 I'd like to talk about density, if I may, because
17 density is not necessarily and inherently wrong or
18 bad. It all depends on how that density is designed
19 and where that density is located.
20 And, in fact, some of the most affluent
21 communities in this town are also the most
22 densely-developed communities: Aventura -- the
23 gentleman actually mentioned Coral Gables, and many
24 other areas of Coral Gables, and many areas of Coral
25 Gables actually allow a density of 125, 75, 50 units

1 per acre as of today. And, in fact, you see what is
2 happening in downtown Coral Gables is that you're
3 seeing a densification of the area with condominium
4 apartment projects being developed by builders.
5 So density on this proposal before you, overall,
6 when you take the North Parcel and the South Parcel,
7 is 33.9 units to the acre.
8 When you look at the zoning map that we presented
9 to you, 33.9 units to the acre is lower than the 35.9
10 units to the acre that would be allowed in the RU-4M
11 zoning district, and it's certainly lower than the 50
12 units to the acre that would be allowed in the RU-4
13 and RU-4A zoning districts.
14 Impacts on roadways. The applicant will pay,
15 under the pay-as-you-go regime that the county
16 operates under, will pay about $313,000 in impact fees
17 for roadways. That will be spent -- unlike the school
18 district, they have smaller benefit districts -- and
19 there's no guaranty that it's going to be spent right
20 there's a higher level of guaranty that it will be
21 spent somewhere within your community.
22 The proposal, when you look at it and compare it
23 to the existing commercial, would generate an
24 additional 93 trips at the p.m. peak hour, as
25 determined by the county Public Works Department.

1 The applicant will also fund about $150,000 worth
2 of improvements to 68 Avenue to facilitate the traffic
3 flow in that area.
4 Going back to the design and the height of the
5 parking deck, to the top of that third level the
6 parking deck will be approximately 26 feet in height.
7 Going back to what I said before, the permitted
8 height in single-family homes is 35 feet. The height
9 of this building is about 30 feet.
10 That deck not only is being well buffered by
11 landscaping, it is also well designed so that it
12 doesn't look like a parking deck.
13 And I'd like, if I may, to ask you to turn to
14 page 16 and compare that proposal to the parking deck
15 that was actually deck and permitted on Coral Way, and
16 compare the lack of buffering, the lack of design with
17 the existing parking deck with the proposal before
18 you.
19 As far as the schools are concerned, Ivan
20 Rodriguez, Mr. Rodriguez, spoke about the proposed
21 reliefs. And here, again, you're seeing some immediate
22 relief that is being proposed by the school district.
23 And I say, frankly, unlike many other areas where
24 you're seeing that level of relief coming on line,
25 because this is the first of many stops that this

1 project will make, the impact from this proposal will
2 be coming on line as at least two or three of those
3 schools that Mr. Rodriguez referred to will be coming
4 on line.
5 I'd like to close simply by discussing precedent
6 in that Mr. Sanchez -- I think it's Mr. Sanchez -- Mr.
7 Sanchez made a comment about precedent and, again,
8 there's good precedent and there's bad precedent.
9 This Council looks at every application on its own
10 merits. I daresay that if somebody were to come to
11 you and say, "Look, I can provide additional open
12 space. I can control the height of my building. If I
13 can put a well-designed, well-built, buffered parking
14 deck," that you might then say yes. That design and
15 with those safeguards does fit in the community.
16 If somebody were to come to you with a parking
17 deck that looks like a parking deck, you would have
18 every right, regardless of any precedent, to turn that
19 down.
20 I would ask you to approve this application in
21 accordance with your professional staff's
22 recommendation, and I would ask you to reward -- I
23 know that I'm asking you to look forward and to forget
24 about a history that was less than cordial, but to
25 look forward and to reward Joseph Milton for the

1 efforts that he has undertaken in the last eight,
2 nine, ten months to reach out to the community and to
3 forge a partnership with the community. Thank you.
4 CHAIRMAN O'DELL: Questions?
5 Mr. Friedman.
6 COUNCILMEMBER FRIEDMAN: The first question is,
7 if the project was approved, what's the timetable on
8 construction,start to finish?
9 MR. MAYOL: Twelve to eighteen months.
10 COUNCILMEMBER FRIEDMAN: The existing buildings,
11 to what degree are those going to be rehabbed? To
12 what degree is the landscaping going to be addressed,
13 also the landscaping that is on 186th.
14 MR. MAYOL: There is a lot of existing
15 landscaping on 186 Street, and that's going to remain.
16 There are a lot of mature trees along that street.
17 If I can draw your attention, Mr. Friedman, to
18 the proposed landscape plan, the advantage of getting
19 rid of that '85 plan and moving to this plan is that
20 if you chose to approve this application, this plan
21 will control the development properties.
22 All the landscaping that you see that is proposed
23 in that plan will be installed in the North Parcel and
24 the South Parcel. So there'll be a substantial
25 upgrading of landscaping on both the North Parcel and

1 the South Parcel.

2 COUNCILMEMBER FRIEDMAN: And that plan has been

3 recorded?

4 MR. MAYOL: That plan is recorded.

5 COUNCILMEMBER FRIEDMAN: It has been filed and

6 recorded.

7 MR. MAYOL: And to answer the additional

8 question, all of the buildings will be refurbished.

9 All of the common areas, lobby areas, will be

10 refurbished, and the exterior of the buildings will be

11 refurbished.

12 The wall, the perimeter wall will be uniform

13 throughout, both in the North Parcel and the South

14 Parcel, and that's the elevation that we've showed you

15 with that masonry fence/landscaping combination that

16 will serve as a perimeter fence/wall.

17 CHAIRMAN O'DELL: Okay. I need to take a

18 two-minute recess right now.

19 (Recess taken).

20 CHAIRMAN O'DELL: We'll proceed.

21 Councilman Friedman, proceed.

22 MR. MAYOL: I wanted to continue to answer your

23 question, Mr. Friedman, and I brought up this exhibit.

24 This is a rendering of the Royal Palms Rental

25 Community on Northwest 7 Street, just to give you an

1 idea of the enhanced level of landscaping that the
2 Milton family is proposing for this property. And,
3 also, the -- I failed to mention that in addition to
4 the wall on Miami Gardens Drive and 68 Avenue, you
5 also have a trimmed hedge that will be irrigated and
6 maintained, trimmed so that the wall is not exposed to
7 graffiti.
8 COUNCILMEMBER FRIEDMAN: Also, will the developer
9 entertain the idea of putting in a traffic signal at
10 the main entrance to accommodate the left turns?
11 MR. MAYOL: Give me two seconds to -- Again, the
12 question is one of whether the department will allow
13 it, whether it would warranted in terms of the traffic
14 volumes in the area, the accident history. Also,
15 whether it's too close to another existing traffic
16 signal.
17 Are they willing to explore it? Of course
18 they're willing to explore it.
19 COUNCILMEMBER FRIEDMAN: I understand that. I
20 don't mean to cut you short. But it was indicated in
21 our packet that that was a big concern of people
22 trying to make left turns onto 68 and if anyone is
23 familiar with the area, we know that 68 is a very
24 difficult street to negotiate in peak hours.
25 MR. MAYOL: I've been told that we will entertain

1 that.

2 COUNCILMEMBER FRIEDMAN: Okay. And just very

3 briefly, I want to make a comment.

4 If I'm reading this correctly, this is a

5 designated area for higher density. This whole --

6 because by virtue of the fact that this is bordering

7 Miami Gardens and 67, this puts it in a node of

8 activity. And it's my opinion that we should probably

9 expect to see a lot more of this happening if the

10 commission is successful in preventing the change in

11 the urban boundary line in this county. Maybe not

12 this year, but this is something we're going to be

13 looking at, and I think if we get a developer that is

14 willing to compromise, and is willing to negotiate,

15 and willing to work with us, that we should take a

16 long hard look at it.

17 That's all I've got to say.

18 CHAIRMAN O'DELL: Okay. Just let me remind

19 everybody: Keep your questions short and to the

20 point, because we're running out of time.

21 MR. PEREZ: Mr. Chair.

22 CHAIRMAN O'DELL: Yes. Sir.

23 COUNCILMEMBER PEREZ: I want to go back to

24 Century Prestige. Why you think one of the reasons

25 that we approved the application.

1 MR. MAYOL: Obviously it was a quality
2 development. We're proposing single-family homes in
3 an area that was compatible with single-family homes.
4 You have single-family homes to the south,
5 single-family homes to east.
6 We were mitigating our school impacts by setting
7 aside land for a school and actually building a
8 school.
9
10 COUNCILMEMBER PEREZ: Let me stop you there
11 because I don't want you running short on time.
12 But it was a school issue. I know I'm beating a
13 dead horse, and I know the schools are being promised
14 here in the next five years. We don't have funds for
15 it.
16 MR. MAYOL: Well, three are funded.
17 COUNCILMEMBER PEREZ: Okay. Well, not one has
18 broke ground yet. Not one school here has broke
19 ground. And my opinion is let's build the schools and
20 then let's build the community up.
21 Not only that, you're going to add approximately
22 670 vehicles, that's two cars per unit, plus family
23 members, relatives, deliveries, so forth, down Miami
24 Gardens Drive which right now is horrible. You can't
25 get on I-75 in the morning. You can't.

1 Emergency vehicles cannot travel through there.
2 So, I mean, this is a serious issue in the community.
3 And my biggest issue is the schools and look at the
4 numbers of the schools: 146 percent overcrowded, 144,
5 153. That's unheard of and unacceptable.
6 Basically, that's my opinion of it.
7 MR. MAYOL: May I respond, to the Chair?
8 CHAIRMAN O'DELL: Let's get all the questions
9 then you can hit them all at one time because we're --
10 like I said, we're running out of time.
11 Any other questions?
12 COUNCILMEMBER PEREZ: That's all for now, Mr.
13 Chair.
14 CHAIRMAN O'DELL:
15 COUNCILMEMBER FRANKLIN: I just have one: Can
16 you give me the ratio of one- to two- to
17 three-bedrooms?
18 MR. MAYOL: Actually, I have that. I'm talking
19 about the North and South all put together, and Joseph
20 will correct me if I'm wrong. But there are 197
21 one-bedroom units. There are 428 two-bedroom units,
22 and there are 30 three-bedroom units in the existing
23 North Parcel.
24 MS. FRANKLIN: Okay. Thank you.
25 CHAIRMAN O'DELL: Any other questions?

1 No? It's going to be easy for you, then, you
2 only have a couple.
3 MR. MAYOL: If I may respond to the school issue,
4 and I know that that is a very controversial, very
5 emotional issue, Mr. Perez, and this applicant is
6 doing what it can by committing funds to P.S.N.. and
7 you heard Ivan talk about a proposed project to
8 improve P.S.N. and that money could be contributed --
9 COUNCILMEMBER PEREZ: Could be, but it's not
10 guarantied.
11 MR. MAYOL: The 90,000 are designated for P.S.N..
12 COUNCILMEMBER PEREZ: While doesn't Milton donate
13 a piece of property and build a charter school like
14 Century Prestige did?
15 MR. MAYOL: Now we're talking apples and oranges.
16 That was an 90,90 acre parcel of land --
17 COUNCILMEMBER PEREZ: But at first they wanted to
18 put town homes there, and we voted against that.
19 MR. MAYOL: Only on a small portion of it.
20 COUNCILMEMBER PEREZ: No, at that time it was for
21 town homes. We voted against it.
22 MR. MAYOL: Only a small portion of it.
23 COUNCILMEMBER PEREZ: Then they came back with
24 some homes which are beautiful homes, and they came
25 back with a charter school.

1 MR. MAYOL: Phase 1, Phase 1 was always
2 single-family homes and it always had the school.
3 Phase 2, the 73 single-family homes, I handled both
4 applications, Mr. Perez --
5 COUNCILMEMBER PEREZ: I disagree with you, sir.
6 They wanted to put town homes there at one time.
7 MR. MAYOL: In Phase 2.
8 COUNCILMEMBER PEREZ: Right.
9 MR. MAYOL: And in Phase 2, you guys denied the
10 town homes. We took an appeal to the county
11 commission. The county commission told us go back to
12 the Community Council.
13 In fact, I remember that hearing very well
14 because it was the first time I appeared before you.
15 I was actually was fearing for my life in that people
16 thought we were going to do subsidized housing on that
17 property.
18 For some reason somebody had been distributing a
19 flyer misleading the public.
20 We came back with 73 single-family homes. But
21 the charter school was always part of Phase 1.
22 CHAIRMAN O'DELL: Any other questions?
23 Okay. Thank you.
24 The hearing is closed. Do I have a motion,
25 please?

1 COUNCILMEMBER PEREZ: Make a motion to deny the
2 application.
3 CHAIRMAN O'DELL: Do we have a second?
4 COUNCILMEMBER SERRANO: I second it.
5 CHAIRMAN O'DELL: We've got a motion and a
6 second.
7 Call the roll, please.
8 THE CLERK: Is that with or without prejudice?
9 COUNCILMEMBER SERRANO: Without prejudice.
10 THE CLERK: Motion for denial of application
11 without prejudice.
12 Mr. Garcia?
13 COUNCILMEMBER GARCIA: Against the motion.
14 THE CLERK: Mr. McKay?
15 COUNCILMEMBER McKAY: For the motion.
16 THE CLERK: Mr. Perez?
17 COUNCILMEMBER PEREZ: For the motion.
18 THE CLERK: Mr. Serrano?
19 COUNCILMEMBER SERRANO: For the motion.
20 THE CLERK: Ms. Franklin?
21 COUNCILMEMBER FRANKLIN: Against the motion.
22 THE CLERK: Mr. Friedman?
23 COUNCILMEMBER FRIEDMAN: Against the motion.
24 THE CLERK: Mr. O'Dell?
25 CHAIRMAN O'DELL: For the motion.

THE CLERK: The motion passes 4 to 3.

MR. MAYOL: Thank you for your consideration.

(The hearing on the motion was concluded.)

1 CERTIFICATE

2

3 I, FLORENCE E. LEVY, certify that I was
4 authorized to, and did, transcribe the foregoing
5 proceedings; and that the foregoing transcript is a true
6 and accurate record of the proceedings.
7 I further certify that I am not a relative,
8 employee, attorney, or counsel of any of the parties, nor
9 am I a relative or employee of any of the parties'
10 attorneys connected with the action, nor am I financially
11 interested in the action.
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