

SW 171ST Ter

SW 117TH Ave

SW 115TH Ave

SW 114TH Ct

SW 173RD Ter

SW 113TH Ct

SW 174TH Ter

SW 175TH St

SW 176TH St

SW 177TH St

SW 113TH Ave

SW 112TH Pl

SW 112TH Ct

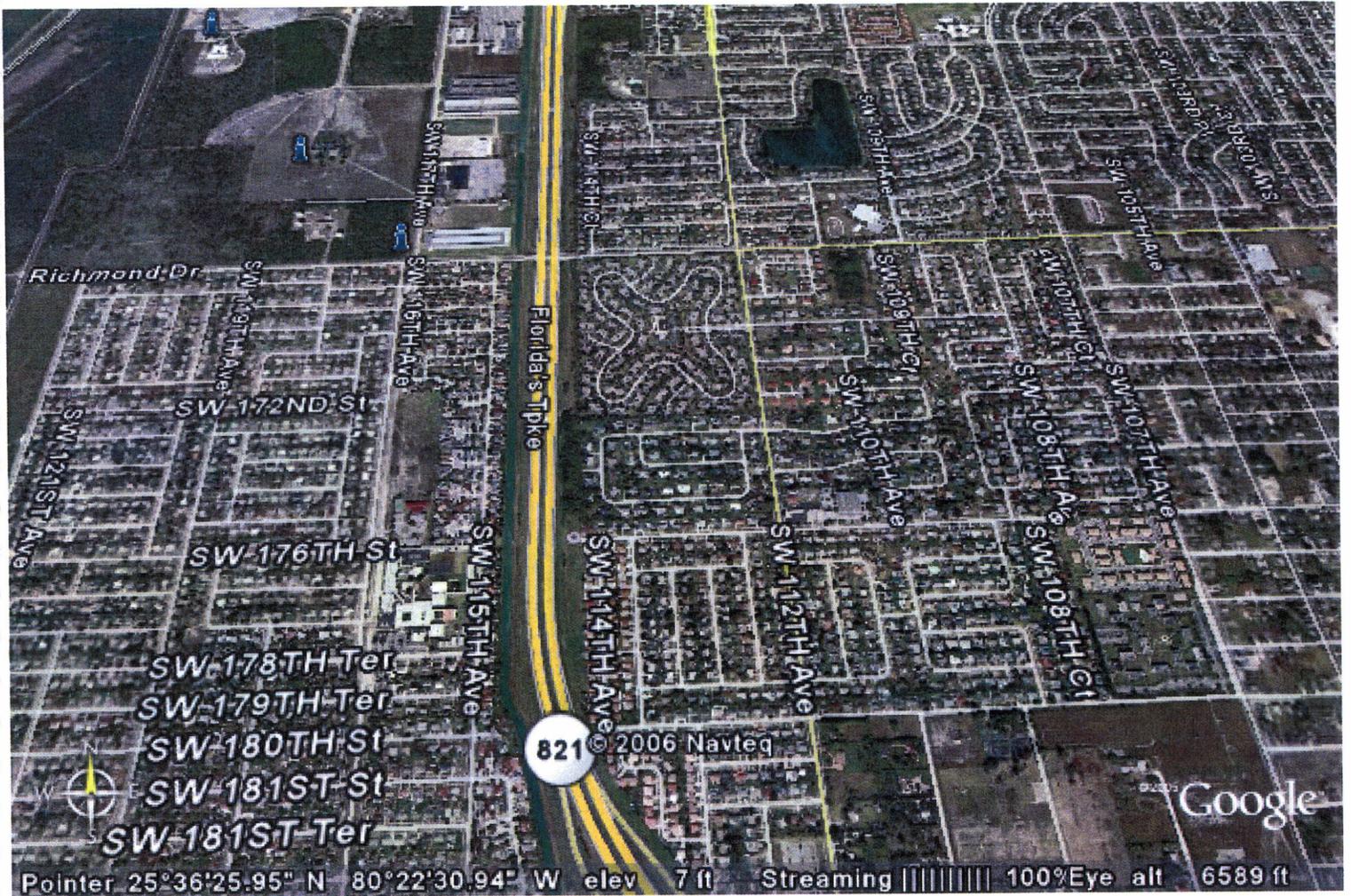
SW 112TH Ave

SW 179TH St

SW 181ST St

SW 181ST Ter





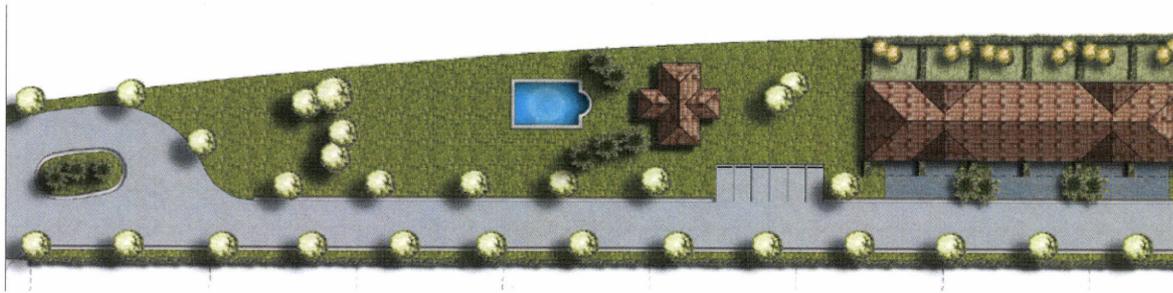
EUREKA COVE LLC

At S.W. 178 Terrace and S.W. 176 ST.

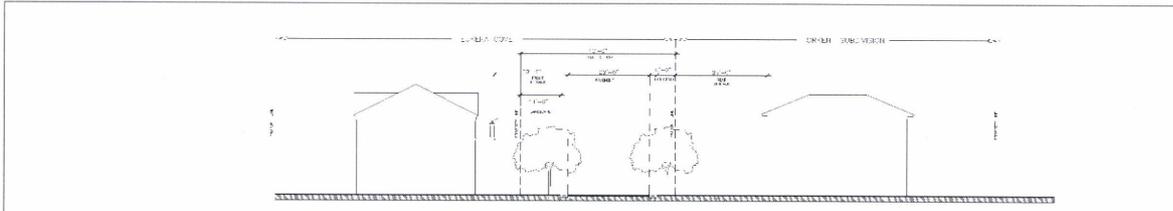
SITE PLAN & TABULATION DATA



GENERAL LOCATOR MAP
N.T.S.



SITE PLAN (DETAIL)
N.T.S.



SECTION
N.T.S.

PROJECT DATUM	PROVIDED	REQUIRED/ALLOWED
NET LAND AREA	101,313.81 sq. ft. (2.34 ACRES)	
NET DENSITY	14.046 UDS OF 0.00 UDS/AC (14.046 UDS/AC)	14.04 UDS OF 0.00 UDS/AC (14.04 UDS/AC)
EXISTING ZONING	AP	
PROPOSED ZONING	RS 10	
BUILDING LOT COVERAGE	13,276.36 S.F. (13.07 %)	
PAVED AREA	14,734.62 S.F. (14.55 %)	
PERVIOUS AREA	86,579.19 S.F. (85.45 %)	
IMPERVIOUS AREA	31,077.87 S.F. (30.60 %)	
OPEN SPACE CRITERIA		
PRIVATE OPEN SPACE	7,086.75 S.F.	650 x 1,000 x 5,000 S.F.
COMMON OPEN SPACE	41,548.00 S.F. (40.98 %)	10%
TOTAL NUMBER OF UNITS	14 UNITS	14 UNITS
PARKING SPACES	24	20
BUILDING SETBACKS		
FRONT SETBACK	25 FEET	25 FEET
REAR SETBACK	10 FEET	10 FEET
STREET SIDE	5 FEET	5 FEET
INTERIOR SIDE	5 FEET	5 FEET
BETWEEN BUILDINGS	25 FEET	20 FEET
MINIMUM LOT SIZE	1,736.51 SQ.FT. AVG.	1,000 SQ.FT.
LOT WIDTH	35 FEET	N/A
LOT DEPTH	VARIES	N/A

NOTE: ALL AREAS ARE SHOWN IN SQUARE FEET WITH SOME EXCEPTIONS

UTILITY AND SERVICE COMPANIES FOR THE DEVELOPMENT
 TELEPHONE COMPANY: BELL SOUTH
 ELECTRIC UTILITY: FLORIDA POWER AND LIGHT
 WATER AUTHORITY: MIAMI-DADE WATER AND SEWER AUTHORITY
 SEWER AUTHORITY: MIAMI-DADE WATER AND SEWER AUTHORITY
 GARBAGE AND TRASH COLLECTION SERVICE: MIAMI-DADE DEPARTMENT OF SOLID WASTE

AVERAGE LOT SIZES		
TOTAL SQ. FEET	NUMBER OF UNITS	AVERAGE LOT SIZE
24,311.85 S.F.	14	1,736.51 SQ.FT.

ESTIMATE OF POPULATION/PROJECTED FOR DEVELOPMENT: 33 PERSONS/DWELLING UNIT (14 Dwelling Units x 3.8 People = 49 People)

Revisions		
N.O.	DATE	DESCRIPTION

DATE	24-07-2018
SCALE	1/8" = 1'-0"
BY	A.S.D. CIVIL

MARTIN A. D. YABOR AIA, NCARB
 Lic. # AR015532

CONTRACTOR SHALL VERIFY ALL RIGHTS RECEIVED. THESE DRAWINGS AND SPECIFICATIONS ARE INSTRUMENTS OF SERVICE AND SHALL REMAIN THE PROPERTY OF MARTIN A. D. YABOR AIA, NCARB. THESE DRAWINGS ARE NOT TO BE REPRODUCED OR USED IN ANY MANNER ON OTHER PROJECTS OR EXTENDED TO THIS PROJECT WITHOUT THE WRITTEN CONSENT OF MARTIN A. D. YABOR AIA, NCARB. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL S.T.E. CODES PRIOR TO PROCEEDING WITH WORK.

MP-1

Schematic Design

**ARCHITECTS
PLANNERS
INTERIORS**

MARTIN
A.D. YABOR
& ASSOC., INC.

171 SW. 121 AVENUE SUITE 200
MIAMI, FLORIDA 33135
AA 0002791

T-HOMES ABUTTING TURNPIKE



T-HOMES ABUTTING TURNPIKE



T-HOMES ABUTTING SINGLE FAMILY



COMPARABLE T-HOMES DEVELOPMENT



COMPARABLE T-HOMES DEVELOPMENT



COMPARABLE T-HOMES DEVELOPMENT



This instrument was prepared by:

Name: Felix M. Lasarte, Esq.
Address: Holland & Knight LLP
701 Brickell Avenue, Suite 3000
Miami, Florida 33131

(Space Reserved for Clerk of the Court)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned, Eureka Cove, LLC., a Florida limited liability corporation (the "Owner"), holds the fee simple title to that certain 2.0 ± acres of real property, which is legally described in Exhibit "A" to this Declaration (the "Property");

WHEREAS, the Owner has filed an application with the Department of Planning and Zoning in Miami-Dade County, which application is currently pending under Public Hearing Application No. Z06-03 (the "Zoning Application") with regard to the Property, for the purpose of seeking a district boundary change from AU to RU-TH;

NOW, THEREFORE, IN ORDER TO ASSURE Miami-Dade County (the "County") that the representations made by the Owner during consideration of Public Hearing No. 06-03 (the "Application") will be abided by, the Owner freely, voluntarily and without duress, make the following Declaration of Restrictions covering and running with the Property:

1. **Workforce Housing Commitment.**

A minimum of twenty percent (20 %) of the proposed residential dwelling units on the Property shall be set aside as Workforce Housing Units and shall meet the criteria of workforce housing in Miami-Dade County. Workforce housing shall be deemed to be the sale or rental of

property for persons within the range of 65% to 140% of the median family income for Miami-Dade County, as published annually by the U.S. Department of Housing and Urban Development. In no event shall the percentage of workforce housing to be provided be less than 20 %, however, should the County, or successor municipality, if applicable, require a greater percentage of workforce housing to be provided, then the Owner shall provide such greater percentage of workforce housing in the Property. Owner shall, prior to obtaining the initial building permit for a residential unit on the Property, identify those units which satisfy this workforce housing requirement.

2. **Controlling Site Plan.** The Property shall be developed substantially in accordance with that certain plan entitled "Eureka Cove Site Plan" as prepared by Martin A.D. Yabor & Associates, dated stamped received 8/21/06.

3. **Landscaping.** Additional landscaping shall be provided along the West property line in the form of Live Oak, Green Buttonwood and Sweet Viburnum tree specimens. Specifically, the Owner agrees to plant 12 foot high trees at planting, planted at a minimum of thirty-five (35) feet on center for the length of the western portion of the property.

4. **Water Conservation Requirements.** In an effort to conserve water, the Owner hereby agrees to develop the Property and construct the proposed dwelling units in accordance with the "Florida Water Star Basic Qualification Checklist," a copy of which is attached to this Declaration as Exhibit "B".

5. **Miscellaneous.**

A. **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.

B. Covenant Running with the Land. This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at the Owner's expense, in the public records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the public welfare.

C. 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 that 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.

D. Modification, Amendment, Release. This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s) of all of the Property, including jointers of all mortgagees, if any, provided that the same is also approved by

the Board of County Commissioners or Community Zoning Appeals Board of Miami-Dade County, Florida.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

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

[Signature Page(s) Follow]

JOINDER BY MORTGAGEE CORPORATION

The undersigned, BBU Bank, a State Chartered Bank, and Mortgagee under that certain mortgage from Eureka Cove, I.L.C, a Florida limited liability company, recorded in Official Records Book 24721, Page 975, in the public records of Miami-Dade County, Florida, covering all/or a portion of the property described in the Declaration of Restrictions, does hereby consent to the execution of the foregoing Declaration of Restrictions by Eureka Cove, LLC, a Florida limited liability company, and agrees that in the event Mortgagee or any other party shall obtain title to the property through foreclosure or deed-in-lieu of foreclosure, this Declaration of Restrictions shall be binding upon the entity obtaining title as the then owner of such property.

IN WITNESS WHEREOF, these presents have been executed this 29 day of November, 2006.

WITNESSES:

Maria Salvay
Signature
MARIA TABRAUE
Print or Type Name

BBU Bank, a State Chartered Bank

By: [Signature]

Title: Executive Vice President
Print name: Alina D. Garcia
Address: 150 Alhambra Circle, Suite 100
Coral Gables, Florida 33134

[Signature]
Signature
Nancy King Sotolongo
Print or Type Name

(Corporate Seal)

STATE OF FLORIDA)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me this 29 day of November, 2006 by Alina Garcia, of BBU Bank, a State Chartered Bank, on behalf of the corporation. He/She is personally known to me or has produced _____, as identification and did/did not take an oath.

[Signature]
Notary Public -State of Florida
Print Name Lourdes Escarza

My Commission Expires:

4023990_v1

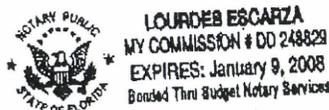


EXHIBIT "A"

LEGAL DESCRIPTION

A portion of the Southwest 1/4 of Section 31, Township 55 South, Range 40 East, being bounded on the West by the Easterly Right-of-Way line of the Homestead Extension of Florida's Turnpike (State Road #821), as shown on the Florida Department of Transportation, Right-of-Way Map, Section 87005-23-6, Sheet 11 of 25, dated May 1970, and bounded on the East by the West line of the East 1/2 of the Southwest 1/4 of said Section 31, also being the Westerly boundary line of "Torrent Subdivision", according to the Plat thereof as recorded in Plat Book 147, at Page 77 of the Public Records of Miami-Dade County, Florida and bounded on the North by the South line of the North 35.0 feet of the Southwest 1/4 of said Section 31, all lying and being in the Southwest 1/4 of Section 31, Township 55 South, Range 40 East, Miami-Dade County, Florida.

Exhibit "B"



Florida Water StarSM
Basic Qualification Checklist

This program for new residential construction is intended to provide water-efficient housing options and help prevent water leaks. Florida Water StarSM is service marked by the St. Johns River Water Management District.

New Home Requirements

To achieve a Florida Water StarSM rating for new residential homes:

- 1) All prerequisites must be met and validated
- 2) Points must be achieved in all categories (irrigation, landscape and indoors)
- 3) Total points must accumulate to a **minimum total of 75 points**

In order to obtain a Florida Water StarSM rating, the home must contain sufficient efficient features such that the total score on the checklist is equal to or greater than 75, out of a total possible 100 points.

Homebuilder Information

* Name: _____

* Company: _____

* Address: _____

* City/County: _____

* Area Code/Phone: _____

Fax: _____

E-mail: _____

Home Information

Owner Name: _____

* Address: _____

* City/County: _____

Owner Area Code/Phone: _____

Owner Fax: _____

Owner E-mail: _____

Address 2: _____

Area Code/Phone: _____

of intended occupants: _____

* All fields must be completed.

Outdoors

Prerequisites

- Must meet all local and/or county codes.
- Submit landscape and irrigation design drawings prior to start of construction. Drawings shall be clearly readable, to reasonable scale, and include date, scale and legend. Irrigation designs shall specify — at a minimum — water source, meter size, design operating pressure and flow rate per zone, average application rate per zone (converting gallons per minute [gpm] to inches per hour), schedules by zone, and location and size of pipes and valves. List make, model and specification of controllers, sprinklers, and backflow prevention devices. Show elevation, electrical supply, roadways, sidewalks, structures, and other relevant site conditions.
- Irrigation systems must meet minimum design standards for automatic in-ground systems as listed below:
 - Piping system shall be free from leakage. Pipes shall be sized for appropriate gpm so velocities don't exceed 5 fps (feet per second)
 - A functioning rain sensor device shall be installed in an operable location
 - Separate irrigation zones exist for turf and landscape beds
 - Precipitation rates are matched in each zone
 - Turf zone head spacing shall not exceed 45 percent of the sprinkler's diameter of coverage for square spacing, and 50 percent of coverage for triangular spacing
 - Rotor heads and fixed pattern spray sprinklers are installed on separate zones
 - Pressure-compensating spray heads or pressure-compensating valves are installed for spray zones
 - Irrigation in planting beds should be micro-irrigation or sprays that deliver water directly to root zones rather than wetting the entire area, or hose bibs are provided for manual irrigation
 - Pop-up rotors and spray heads rise above the grass height: 4 inches for St. Augustine, zoysia and bahia; 3 inches for lower-growing species such as centipede, Bermuda and seashore paspalum
 - Narrow areas (4 feet or less) are not irrigated unless micro-irrigation is used
 - Emitters are located at least 2 feet from the house so that the structure is not wetted
 - System ensures correct spray patterns and minimizes over spray on impermeable surfaces
 - Automatic irrigation controller includes a battery backup or non-volatile memory to maintain schedule settings
 - Written operating information provided to home buyer is affixed to the controller, including irrigation schedule, controller handbook and diagram of zones
 - The controller is reset for maintenance schedule after establishment and before closing, and/or instructions are affixed on controller for home buyer to change by a certain date
 - Irrigation controller is programmed with seasonal variations based on historical rates, with a total application not to exceed 21 gallons per square foot.



Irrigation	Points	Points Earned
No automatic in-ground irrigation system installed, if combined with site-appropriate landscape	35	
Required — Minimum design standards for automatic in-ground irrigation system	15	
High-flow irrigation (rated in gpm) covering no more than 50 percent of the landscape areas	8	
Weather-based controller	11	
Soil moisture sensor(s)	8 (for each)	
Control timer to include a minimum of three scheduling programs	4	
Check valves installed on heads in low-lying areas and in areas with poor drainage	6	
Leak detection shut-off system	6	
Total	50 (+)	

Landscape

Preservation of site vegetation	Points	Points Earned
Three or more trees greater than 4 inches dbh (diameter at breast height) preserved on lot	4	
10 percent of a lot's native shrubs and ground covers preserved	5	
Greater than 20 percent of site's native shrubs and ground covers preserved (not including permitted wetlands)	7	
Installed landscape		
Plants and turf planted no closer than 2 feet from foundation	3	
Plants grouped with similar moisture and maintenance requirements	8	
Plant selections compatible with growing conditions	8	
Totals	35	



Indoors

Prerequisites

- All armored/metal hoses from service to appliances
- Mold-resistant materials at tub/shower enclosures
- Must meet all requirements specified in Florida Building Code

Water heater	Points	Points Earned
Equipped with leak detection shut-off valve	5	
Located within 30 feet of end use	2	
Centrally located	2	
Kitchen and bathroom faucets		
Faucet aerators or laminar flow	3	
Showers equipped with only one showerhead	6	
Toilets		
All toilets — MaP Rating of 250 gm or greater	6	
Add three points for each high-efficiency toilet (HET) (1.0–1.1 gpf), or dual flush (MaP Rating of 250 gpm or greater)	9	
Clothes and dish washers		
Manual water shut-off valves	2	
Equipped with leak detection shut-off valve	2	
ENERGY STAR® dishwasher using 6 gallons per cycle or less	5	
ENERGY STAR® washing machine with water factor less than 9.5	4	
Total	40	

Point Summary	Category Point Totals
Irrigation	
Landscape	
Indoors	
Total	



Primary Certifying Agent Information

- * Name: _____
- * Company: _____
- * Address: _____
- * City/County/Zip Code: _____
- * E-mail: _____
- * Area Code/Phone: _____
- * Fax: _____

By signing below, we acknowledge that each of the measures intended to qualify the home for the Florida Water StarSM rating have been incorporated into the home's construction.

Homebuilder Signature _____

Contact Information: _____

Irrigation Validating Agent Signature: _____

Contact Information: _____

Landscape Validating Agent Signature: _____

Contact Information: _____

Plumbing Validating Agent Signature: _____

Contact Information: _____

* All fields must be completed.

This instrument was prepared under the supervision of:

Name: Felix M. Lasarte, Esq.
Address: Holland & Knight, LLP.
701 Brickell Avenue
Suite 3000
Miami, Florida 33131

(Space Reserved for Clerk of the Court)

DECLARATION OF RESTRICTIONS
IN FAVOR OF THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

WHEREAS, the undersigned Owner holds the fee simple title to that certain parcel of land located in unincorporated Miami-Dade County, Florida (the "Property"), which is legally described in Exhibit "A" to this Declaration; and

WHEREAS, the Property is the subject of an application for public hearing (the "Application"), which is currently pending as Public Hearing No. 06-03 with Miami-Dade County, which seeks a district boundary change on the Property from GU to RU-TH to permit the development of a residential community on the Property; and

WHEREAS, the Owner desires to help mitigate the future public school needs generated by the Application; and

WHEREAS, the School Board of Miami-Dade County ("School Board") has developed criteria by which to calculate the amount of the contribution necessary for the Applicant to mitigate such impacts based on the estimated amount of the educational facilities impact fees to be paid by the Applicant (the "Estimated Impact Fees") pursuant to Section 33K of the Miami-Dade County Code of Ordinances (estimated by School Board for purposes of this Declaration at

\$27,300.00) and the actual cost of providing additional student stations generated by the Applicant; and

NOW, THEREFORE, IN ORDER TO ASSURE the School Board, that the representations made by the Owner during the consideration of the Application will be abided by, the Owner freely, voluntarily, and without duress makes the following Declaration of Restrictions covering and running with the Property:

1. **Monetary School Contribution.** In order to help meet the future public schools needs generated by the Application, the Owner agrees to voluntarily contribute funds to the School Board equal to \$38,145.00 (the "Contribution"), based on the proposed density of fourteen (14) residential dwelling units. The Contribution shall be subject to (i) the Final Approval of the Application and (ii) the School Board utilizing the Contribution for capital educational improvements providing relief at Miami Southridge Senior High School. The Contribution shall be paid in one (1) payment becoming due and payable prior to the final plat approval for the subject development.

In the event that the Community Zoning Appeals Board, the Board of County Commissioners, or the Miami-Dade County Plat Committee approves fewer than the requested density of 14 dwelling units, the amount of the Contribution shall be prorated and adjusted downward for the reduced number of students at the elementary and middle school levels, as calculated by the School District. Furthermore, if, prior to final plat approval, the estimated amount of the educational facilities impact fees to be paid by the Owner changes based on either (i) the approval by Miami-Dade County Commission and School Board of an increase in the amount of the educational facilities impact fee that will be assessed against the future development of the Property pursuant to Chapter 33K of the Miami-Dade County Code of

Ordinances and related Interlocal Agreements or (ii) an increase in the amount of the square footage of the homes proposed for the subject development, as depicted on a site plan, over the estimated square footage of the homes (1,950 square feet) used by School Board in calculating the Estimated Impact Fee, then the Contribution shall be adjusted accordingly.

2. **Miscellaneous.**

A. **Covenant Running with the Land/Release.** This Declaration on the part of the Owner shall constitute a covenant running with the land and shall be recorded by the Owner, at the Owner's expense, in the public records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the undersigned Owner and its heirs, successors, and assigns until such time as the same is modified or released with the approval of the School Board. These restrictions, during their lifetime, shall be for the benefit of, and limitation upon, all present and future owners of the Property and for the public welfare; provided, however, upon payment of the Contribution, the Superintendent of Schools or his/her designee shall release this Declaration by forthwith executing a written instrument in recordable form effectuating and acknowledging such release.

B. **Term.** This Declaration shall run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date that this Declaration 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 Declaration in whole, or in part, provided that the Declaration has first been modified or released by the School Board.

C. **Modification, Amendment, Release.** This Declaration of Restrictions may be modified, amended, or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s) of all of the Property covered under the modification, amendment, or release, including joinders of all mortgagees, if any, provided that the modification, amendment, or release is also approved by the School Board after public hearing.

D. **Enforcement.** Enforcement shall be by action against any parties or person violating, or attempting to violate, the covenants. This enforcement provision shall be in addition to any other remedies available at law, in equity, or both.

E. **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.

F. **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.

G. **Recording.** This Declaration shall be filed of record by the Owner in the public records of Miami-Dade County, Florida, at the cost of the Owner, and shall become effective following the adoption by the Miami-Dade County Board of County Commissioners of a resolution approving the Application and the expiration of any applicable filing periods without an appeal having been filed (the "Final Approval").

Upon recordation, the Owner shall provide a copy of the recorded Declaration to the School Board.

[Signature Page(s) Follow]

EXHIBIT "A"

LEGAL DESCRIPTION

A portion of the Southwest 1/4 of Section 31, Township 55 South, Range 40 East, being bounded on the West by the Easterly Right-of-Way line of the Homestead Extension of Florida's Turnpike (State Road #821), as shown on the Florida Department of Transportation, Right-of-Way Map, Section 87005-23-6, Sheet 11 of 25, dated May 1970, and bounded on the East by the West line of the East 1/2 of the Southwest 1/4 of said Section 31, also being the Westerly boundary line of "Torrent Subdivision", according to the Plat thereof as recorded in Plat Book 147, at Page 77 of the Public Records of Miami-Dade County, Florida and bounded on the North by the South line of the North 35.0 feet of the Southwest 1/4 of said Section 31, all lying and being in the Southwest 1/4 of Section 31, Township 55 South, Range 40 East, Miami-Dade County, Florida.

**JOINDER BY MORTGAGEE
CORPORATION**

The undersigned, BBU Bank, a State Chartered Bank, and Mortgagee under that certain mortgage from Eureka Cove, LLC, a Florida limited liability company, recorded in Official Records Book 24721, Page 975, in the public records of Miami-Dade County, Florida, covering all/or a portion of the property described in the Declaration of Restrictions, does hereby consent to the execution of the foregoing Declaration of Restrictions by Eureka Cove, LLC, a Florida limited liability company, and agrees that in the event Mortgagee or any other party shall obtain title to the property through foreclosure or deed-in-lieu of foreclosure, this Declaration of Restrictions shall be binding upon the entity obtaining title as the then owner of such property.

IN WITNESS WHEREOF, these presents have been executed this 5 day of September, 2006.

WITNESSES:

Antoinette J. Infante
Signature
Antoinette Infante
Print or Type Name

[Signature]
Signature
JOE ROSA PADRON
Print or Type Name

BBU Bank, a State Chartered Bank
By: [Signature]
Title: Executive Vice President
Print name: Alina D. Garcia
Address: 150 Alhambra Circle, Suite 100,
Coral Gables, Florida 33134

(Corporate Seal)

STATE OF FLORIDA)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me this 5 day of September, 2006 by Alina D. Garcia, of BBU Bank, a State Chartered Bank, on behalf of the corporation. He/She is personally known to me or has produced _____, as identification and did/did not take an oath.

Lourdes Escarza
Notary Public -State of Florida
Print Name Lourdes Escarza

My Commission Expires:

4023990_v1

