CFN 2006R0847227
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RECORDED 08/04/2006 14:34:31
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by:
Name: Jerry B. Proctor, Esq.
Bilzin Sumberg Baena Price & Axelrod LLP
Address: 200 South Biscayne Boulevard, Suite 2500
Miami, Florida 33131

A/11

(Space reserved for Clerk)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned Owner holds the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A," attached hereto, and hereinafter called the "Property," which is supported by the attorney's opinion, and

IN ORDER TO ASSURE the **County** that the representations made by the owner during consideration of Public Hearing No. 05-94 will be abided by the Owner freely, voluntarily and without duress makes the following Declaration of Restrictions covering and running with the Property:

(1) **Site Plan.** The Property shall be developed substantially in accordance with plans as prepared by Caribbean Land Surveyors, Inc. entitled "Site Plan of Redlands Cove Estates" dated March 21, 2005.

(2) No severable use rights (SURs) shall be purchased in conjunction with the development of the Property.

(3) There shall be an average of twelve (12) trees per residential lot provided on the Property.

(4) That the Owner shall provide a written statement when transferring any interest in real property for all or part of the Property, as follows:

> LAND INVOLVED IN THIS TRANSACTION IS ZONED AGRICULTURAL (AU) OR LIES ADJACENT TO LAND THAT IS ZONED AU, OR IS DESIGNATED FOR AGRICULTURAL USE BY THE MIAMI-DADE COUNTY COMPREHENSIVE

CIRCUIT AND COUNTY COURTS
CLERK
IN GOD WE TRUST
MIAMI-DADE COUNTY, FLORIDA

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DEVELOPMENT MASTER PLAN (CDMP), OR IS SUBJECT TO AU REGULATIONS.

AGRICULTURAL ACTIVITIES WHICH MAY LAWFULLY CONDUCTED WITHIN THIS AREA INCLUDE BUT MAY NOT BE LIMITED TO CULTIVATION AND HARVESTING OF CROPS; PROCESSING AND PACKING OF FRUIT AND VEGETABLES; BREEDING OF LIVESTOCK AND POULTRY; OPERATION OF IRRIGATION PUMPS AND OTHER MACHINERY; GROUND OR AERIAL SEEDING OR SPRAYING; APPLICATION OF CHEMICAL FERTILIZERS, CONDITIONERS, PESTICIDES AND HERBICIDES; GENERATION OF TRACTOR AND TRUCK TRAFFIC AND OF NOISE, ODORS, DUST AND FUMES ASSOCIATED WITH THE CONDUCT OF THE FOREGOING ACTIVITIES; AND THE EMPLOYMENT AND USE OF AGRICULTURAL LABOR. SUCH AGRICULTURAL ACTIVITIES MAY BE PROTECTED FROM NUISANCE SUITS BY THE "FLORIDA RIGHT TO FARM ACT," SECTION 823.14, FLORIDA STATUTES.

(5) **County Inspection.** As further part of this Declaration, it is hereby understood that any official inspector of Miami-Dade County, or its agents duly authorized, has the privilege at any time during normal working hours of entering and investigating the use of the premises to determine whether or not the conditions herein specified are being complied with.

(6) **Covenant Running with the Land.** This Declaration on the part of the Owner, shall constitute a covenant running with the land and may be recorded at Owner's expense, in the public records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the undersigned, and its heirs, successors or assigns, until such time as this Declaration is modified or released. These restrictions shall during their lifetime be for the benefit of, and a limitation upon, all present and future owners of the Property and for the public welfare. Owner, and their heirs, successors or assigns, acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on the County.

(7) **Term**. This Declaration is to run with the land and shall be binding upon the undersigned, and its heirs, successors and assigns, for a period of thirty (30) years from the date these covenants are recorded, after which time they shall be extended automatically for successive periods of ten (10) years from the date these covenants are recorded, after which time they shall be extended automatically for successive periods of then (10) years each, unless an instrument signed by a majority of the, then, owner(s) of the Property has been recorded agreeing to modify, amend or release the covenant in whole, or in part, provided that the Declaration has first been modified or released by Miami-Dade County.

(8) **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 joinders of all mortgagees, if any, provided that the same is also approved by the Board of County Commissioners of Miami-Dade County, Florida or Community Zoning Appeals Board, 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 Department of Planning and Zoning, or the executive officer of the successor of such department, or in the absence of such director or executive director, by his or her assistant in charge of the office in this absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

(9) **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.

(10) **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.

(11) **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 tights, remedies or privileges.

(12) **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.

(13) **Severability**. Invalidation of anyone 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.

(14) **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.

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

(16) **Owner.** The term Owner shall include the Owner, and its heirs, successors and assigns.

[Execution Pages Follow]

Declaration of Restrictions
Page 4

IN WITNESS WHEREOF, the Parties hereto have executed this instrument this 21st, day of April, 2006.

WITNESSESS:

Yasmin Sena
Print Name: Yasmin Sena

Print Name: Richard Fernandez

Redlands Cove Development, LLC

By:
Print Name: Jose Navarrete
Title: Managing Member

STATE OF Florida)
) SS:
COUNTY OF Dade)

The foregoing instrument was acknowledged before me this 21st day of April, 2006 by Jose Navarrete as _____ of Redlands Cove Development, L.L.C. who is personally known to me or has produced a State of Managing Member driver's license as identification.

Sign Name:
Print Name:
My Commission Expires: 6/11/2007

Elizabeth Cano
Elizabeth Cano
NOTARY PUBLIC
Serial No. (none, if blank): DD0221964

[NOTARY SEAL]
ELIZABETH CANO
Comm# DD0221964
Expires 6/11/2007
Bonded thru (800)432-4254
Florida Notary Assn., Inc

(L:\forms\1045220_2.DOC

(Public Hearing)

Section-33, Township 56, Range 39E
Folio number:30-6933-000-0410
MIAMI 1045220.2 7631322992
4/21/06

JOINDER BY MORTGAGEE
CORPORATION

The undersigned U.S. Century Bank, a Florida banking (state) corporation and Mortgagee under that certain mortgage from Redlands Cove Development, LLC dated the 8th day of June, 2005, and recorded in Official Records Book 23460, Page 827, of the Public Records of Miami-Dade County, Florida, in the original amount of $916,500.00 covering all/or a portion of the property described in the foregoing agreement, does hereby acknowledge that the terms of this ~~agreement~~ Declaration of Restriction are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 5th day of May, 2006

Witnesses:

Signature

Jim Aguiles
Print Name

Signature

Nicholas Fernandez
Print Name

Name of Corporation ; US. Century Bank, a Florida Banking corporation
Address:
7575 W. Flagler
Miami, Florida 33144

By ~~[illegible]~~ GERMAN OLIVERA
(President, Vice-President or CEO*)
(*Note: All others require attachment of original corporate resolution of authorization)

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by German Olivera the Vice President of US Century Bank corporation, on behalf of the corporations. He/She is personally known to me or has produced _____, as identification.

Witness my signature and official seal this _____ day of May, in the County and State aforesaid.

Maria C. Alonso
Notary Public-State of _____
Print Name _____

My Commission Expires:

\73190\11125\ # 524429 v 1
4/17/06 3:25 PM
MIAMI 1045427.1 7000013706
4/17/06

MARIA C. ALONSO
MY COMMISSION # DD 476088
EXPIRES: September 28, 2009
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

NW ¼ OF SW ¼ OF SW ¼ OF SECTION 33, TOWNSHIP 56 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA

STATE OF FLORIDA, COUNTY OF DADE
I HEREBY CERTIFY that this is a true copy of the original filed in this office on 4th *day of* August, AD 20 06
WITNESS my hand and Official Seal.
HARVEY RUVIN, CLERK, *of Circuit and County Courts*
By _____ D.C.

CIRCUIT AND COUNTY COURTS
CLERK
IN GOD WE TRUST
MIAMI-DADE COUNTY, FLORIDA

(Public Hearing)

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Section-33, Township 56, Range 39E
Folio number:30-6933-000-0410
MIAMI 1045220.2 7631322992
4/21/06

Gonzalo Perez, Jr., P.A.
ATTORNEYS AT LAW

GONZALO PEREZ, JR., ESQ.
RAMON J. DIEGO, ESQ.

NELSON POLL, PARALEGAL

2151 LE JEUNE ROAD, SUITE 204
CORAL GABLES, FLORIDA 33134
TELEPHONE (305) 446-2311
FACSIMILE (305) 446-2774

OPINION OF TITLE

TO: DADE COUNTY DEPARTMENT OF PLANNING AND ZONING

With the understanding that this Opinion of Title is furnished to DADE COUNTY DEPARTMENT OF PLANNING AND ZONING, Florida, as inducement to acceptance of a Declaration for Use/Unity of Title/Development Agreement covering the real property hereinafter described, it is hereby certified that I have examined Attorneys Title Insurance Fund's Owner's Policy No. OPM-2780535 with an effective date of June 9, 2005, and Attorneys Title Insurance Fund's Certified Printout covering that period of time from April 14, 2005 through April 20, 2006, inclusive, of the following described real property:

The NW 1/4 of the SW 1/4 of the SW 1/4 of Section 33, Township 56 South, Range 39 East, lying and being in Dade County, Florida.

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

REDLANDS COVE DEVELOPMENT, L.L.C., A FLORIDA LIMITED LIABILITY CORPORATION

NOTE: For Limited Partnership of Joint Venture indicate parties comprising the Limited Partnership or Joint Venture and identify who is authorized to execute.

Said examination reveals the following encumbrances, liens, and other exceptions:

1. RECORDED MORTGAGES:

Mortgage recorded in favor of US Century Bank. Said mortgage recorded in Official Records Book 23460, Page 827 in the Public Records of Miami Dade County, Florida.

2. RECORDED MECHANICS LIENS, CONTRACT LIENS & JUDGMENTS:

None of record

3. GENERAL EXCEPTIONS:

None

4. SPECIAL EXCEPTIONS:

- Easement granted to Florida Power & Light Company filed in Official Records Book 636, at Page 476, of the Public Records of Dade County, Florida, granting the right to install and maintain an electric line, the center line of which shall be located 29 feet East of and parallel to the West line of insured premises and two anchors approximately 50 feet East of above centerline, at points 109 feet and 410 feet North of the South property line, with a guy wire to extend from each anchor to the West property line.

- Boundary Survey prepared by Makowski & Wright, Inc., dated 6-8-94, shows the following:
  (a) Zoned Right-of-Way over the West 40 feet of Insured Premises;
  (b) Overhead wire running along the entire length of the Western portion of Insured Premises, with 4 Wood Utility Poles along said wire at various intervals (2 of which with a guy wire extending to an anchor);
  (c) Asphalt Pavement running along the entire length of Western portion of insured premises.
  d) Dirt road running along the entire length of Northern portion of insured premises.

Therefore, it is my (our) Opinion that the following parties must join in the agreement in order to make the agreement a valid and binding covenant on the land described herein:

NAME	INTEREST	SPECIAL EXCEPTION
Redlands Cove Development, LLC	Fee Simple Owner	
US Cnetury Bank	Mortgage Holder	

The following is a description of the Title update.

NUMBER	COMPANY CERTIFYING	NUMBER OF ENTRIES	PERIOD COVERED
05-3558.30	Attorneys Title Insurance Fund	2	April 14, 2005 to April 5, 2006

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 11 day of May 2006.

By: _____
Print Name: Gonzalo Perez, Jr., Esq.
Florida Bar No. 0858463
Address: 2151 Lejeune Road, #204,
Coral Gables, Fl 33134

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

SWORN TO AND SUBSCRIBED before me on this 12th, day of May, 2006.

Notary Public State of Florida
Miriam Arely Andres
My Commission DD432387
Expires 05/22/2009

_____
Name: Miriam Andres
Commission No.: _____
Notary Public
State of Florida at Large

My commission expires:

(American Land Title Association Owner's Policy – 10-17-92) (With Florida Modifications)

OWNER'S TITLE INSURANCE POLICY

Attorneys' Title Insurance Fund, Inc.

ORLANDO, FLORIDA

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, ATTORNEYS' TITLE INSURANCE FUND, INC., a Florida corporation, herein called The Fund, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Fund will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

In Witness Whereof, ATTORNEYS' TITLE INSURANCE FUND, INC. has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

ATTORNEYS' TITLE INSURANCE FUND, INC. CORPORATE SEAL FLORIDA

Attorneys' Title Insurance Fund, Inc.

By

Charles J. Kovaleski
President

SERIAL

OPM - 2780535

Attorneys' Title Insurance Fund, Inc.

OWNER'S POLICY

Schedule A

Policy No.:	Effective Date:	Agent's File Reference:
OPM-2780535	June 9, 2005 @ 03:07 PM	05-3558.30

Amount of Insurance: $1,410,000.00

1. Name of Insured: Redlands Cove Development, L.L.C.

2. The estate or interest in the land described herein and which is covered by this policy is a fee simple (if other, specify same) and is at the effective date hereof vested in the named insured as shown by instrument recorded as Document No. 20050596308, in Official Records Book 23460, Page 0826, of the Public Records of Miami-Dade County, Florida.

3. The land referred to in this policy is described as follows:

   The NW 1/4 of the SW 1/4 of the SW 1/4 of Section 33, Township 56 South, Range 39 East, lying and being in Dade County, Florida.

Issuing Agent:

Gonzalo Perez, Jr., P.A.
2151 Le Jeune Road Suite 204
Coral Gables, Florida 33134

Agent No.: 20007

Agent's Signature,
Gonzalo Perez, Esq.
Attorney at Law

Attorneys' Title Insurance Fund, Inc.

OWNER'S POLICY

Schedule B

Policy No.:
OPM-2780535

Agent's File Reference:
05-3558.30

This policy does not insure against loss or damage by reason of the following exceptions:

1. Taxes for the year of the effective date of this policy and taxes or special assessments which are not shown as existing liens by the public records.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Easements or claims of easements not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
7. The lien of all taxes for the year 2005 and thereafter, which are not yet due and payable.
8. Easement granted to Florida Power & Light Company filed in Official Records Book 636, at Page 476, of the Public Records of Dade County, Florida, granting the right to install and maintain an electric line, the center line of which shall be located 29 feet East of and parallel to the West line of insured premises and two anchors approximately 50 feet East of above centerline, at points 109 feet and 410 feet North of the South property line, with a guy wire to extend from each anchor to the West property line.
9. Boundary Survey prepared by Makowski & Wright, Inc., dated 6-8-94, shows the following:
   (a) Zoned Right-of-Way over the West 40 feet of Insured Premises;
   (b) Overhead wire running along the entire length of the Western portion of Insured Premises, with 4 Wood Utility Poles along said wire at various intervals (2 of which with a guy wire extending to an anchor);
   (c) Asphalt Pavement running along the entire length of Western portion of insured premises.
   d) Dirt road running along the entire length of Northern portion of insured premises.
10. Mortgage between Redlands Cove Development, L.L.C., to U.S. Century Bank in the amount of $916,500.00 dated June 8, 2005 and recorded on June 9, 2005 in Official Records Book 23460, at Page 0827 of the Public Records of Miami-Dade County, Florida.