RESOLUTION NO. CZAB11-29-06

WHEREAS, **CENTURY BUSINESS PARK L. L. C.** applied for the following:

(1) IU-C to BU-1A

OR IN THE ALTERNATIVE:

(2) GU to BU-1A

REQUESTS #1 & #2 ON PARCEL "A"

(3) GU & IU-C to RU-3M

REQUEST #3 ON PARCEL "B"

(4) GU & IU-C to RU-1M(a)

(5) Applicant is requesting to permit lots with 0' frontage (50' required) on a public street, and to permit access to a public street by means of private drives.

REQUESTS #4 & #5 ON PARCEL "C"

(6) Applicant is requesting to waive the zoning regulation requiring half-section line rights-of-way to be 70' wide; to permit 0' of dedication (35' required) for the west half of S.W. 152 Avenue.

(7) Applicant is requesting to waive the zoning regulation requiring section line rights-of-way to be 80' wide; to permit 0' of dedication (40' required) for the east half of S.W. 157 Avenue.

(8) Applicant is requesting to waive the Kendall/Tamiami Executive Airport Inner District zone regulation which prohibits residential uses within the ILZ zone; to permit single-family and townhouse residences with the ILZ zone.

(9) Applicant is requesting to waive the Kendall/Tamiami Executive Airport Outer Safety Zone regulation limiting residential units to less than two per acre; to permit single-family and townhouse residences at more than two units per acre.

Upon demonstration that the applicable standards have been satisfied, approval of requests #5-#9 may be considered under §33-311 (A)(4)(b) (Non-Use Variance) or (c) (Alternative Non-Use Variance).

Plans are on file and may be examined in the Zoning Department entitled "Century Gardens/Plan 'A'," as prepared by Pascual Perez Kiliddjian & Associates, Sheets SP-1 – SP-4 & Sheets L-1 – L-4 dated stamped received 5/11/06 and remaining sheets dated stamped received 5/3/06, totaling 61 sheets and plans entitled "Century Gardens/Plan 'B'," as prepared by Pascual, Perez, Kiliddjian & Associates, consisting of 60 sheets dated stamped received 5/31/06 are also on file.

SUBJECT PROPERTY:

PLAN "A":

PARCEL "A": That portion of the Lots, Blocks and the adjacent streets lying in the plat of GREATER MIAMI ESTATES PART TWO, in Section 9, Township 55 South, Range 39 East, Plat book 23, Page 43, being more particularly described as follows:

Commence at the southeast corner of said Section 9, said corner having a Northing of 480709.59 feet and an Easting of 687039.64 based on the State Plane Coordinate System, (1974 Adjustment), Florida East Zone; thence run S87°25'51"W along the common line between Sections 9 and 16, in Township 55 South, Range 39 East, where the north line of Section 16 was determined in the Final Judgment of Miami-Dade County Circuit Court Case No. 89-15236 (CA 25), for a distance of 2677.15' to the north ¼ corner of said Section 16; thence continue S87°25'51"W along the said common line for 83.71' to the Point of beginning of the parcel of land herein after described; thence continue S87°25'51"W along the said common line for 306.8' to a point; thence run N02°34'09"W for a distance of 306.52' to a point; thence run N49°25'51"E for a distance of 70.96' to a point; thence run N87°25'51"E for a distance of 252.11' to a Point of intersection with the west line of Tract "A" of AMERIFIRST PARK Plat Book 127, Page 65, were a portion of said west line was defined by the Agreement to Fix Location of Common Boundary between Jack K. Thomas, Jr., Trustee, Amerifirst Bank and Miami-Dade County, Official Records Book 14309, Page 2109; thence S02°22'03"E along said west line for a distance of 350.21' feet to the Point of beginning.

AND: PARCEL "B": That portion of the Lots, Blocks and the adjacent streets lying in the plat of GREATER MIAMI ESTATES PART TWO, in Section 9, Township 55 South, Range 39 East, Plat book 23, Page 43, being more particularly described as follows:

Commence at the southeast corner of said Section 9, said corner having a Northing of 480709.59 feet and an Easting of 687039.64 based on the State Plane Coordinate System, (1974 Adjustment), Florida East Zone; thence run S87°25'51"W along the common line between Sections 9 and 16, in Township 55 South, Range 39 East, where the north line of Section 16 was determined in the Final Judgment of Miami-Dade County Circuit Court Case No. 89-15236 (CA 25), for a distance of 2677.15' to the north ¼corner of said Section 16; thence continue S87°25'51"W along the said common line for 390.51' to the Point of beginning of the parcel of land hereinafter described; thence continue S87°25'51"W along the said common line for 2279.06' to a Point of intersection with the east right of way line of Canal C-1W defined by the Agreement to Fix Location of Common Boundary between Jack K. Thomas, Jr., Trustee and the South Florida Water Management District, Official Records Book 14311, Page 3397; thence run N02°25'09"W along the said east right of way line of Canal C-1W for a distance of 588.56' to a point; thence run N87°25'34"E for a distance of 2,586.39' to a Point of intersection with the west line of Tract "A" of AMERIFIRST PARK Plat book 127, Page 65, were a portion of said west line was defined by the Agreement to Fix Location of Common Boundary between Jack K. Thomas, Jr., Trustee, Amerifirst Bank and Miami-Dade County, Official Records Book 14309, Page 2109; thence S02°22'03"E along said west line for a distance of 238.56' to a point; thence run S87°25'51"W for a distance of 252.11' to a point; thence run S49°25'51"W for a distance of 70.96' to a point; thence run S02°34'09"E for a distance of 306.52' feet to the Point of beginning.

AND: PARCEL "C": That portion of the Lots, Blocks and the adjacent streets lying in the plat of GREATER MIAMI ESTATES PART TWO, in Section 9, Township 55 South, Range 39 East, Plat Book 23 at Page 43, being more particularly described as follows:

Commence at the southeast corner of said Section 9, said corner having a Northing of 480709.59 feet and an Easting of 687039.64 based on the State Plane Coordinate System, (1974 Adjustment), Florida East Zone; thence run S87°25'51"W along the common line between Sections 9 and 16, in Township 55 South, Range 39 East, where the north line of Section 16 was determined in the Final Judgment of Miami-Dade County Circuit Court Case No. 89-15236 (CA 25), for a distance of 2,677.15' to the north ¼ corner of said Section 16; thence continue S87°25'51"W along the said common line for 2,669.57' to a Point of intersection with the east right-of-way line of Canal C-1W defined by the Agreement to Fix Location of Common Boundary between Jack K. Thomas, Jr., Trustee and the South Florida Water Management District, Official Records Book 14311, Page 3397; thence run N02°25'09"W along the said east right-of- way line of Canal C-1W for a distance of 588.56' to the Point of beginning of the parcel of land hereinafter described; thence continue N02°25'09"W along the said east right-of-way line of Canal C-1W for a distance of 770.55' to a Point of intersection with the south line of Block 8 of HAMMOCKS SHORES THIRD ADDITION, Plat book 147, Page 9; thence run N87°25'34"E along the south line of HAMMOCKS SHORES THIRD ADDITION, for a distance of 1,206.04' to a Point of intersection with the centerline of S.W. 154th Avenue as shown on HAMMOCKS SHORES THIRD ADDITION, the common boundary line defined by the Agreement to Fix Location of Common Boundary between Jack K. Thomas, Jr., Trustee, Corlett, et al and Miami- Dade County, Official Records Book 14309, Page 2097; thence run S02°23'36"E along the common boundary line defined by the said Agreement for a distance of 407.55' to the southwest corner of Lot 1, Block 5 of HAMMOCKS GARDENS, Plat book 157, Page 16; thence run N87°25'34"E along the south line of HAMMOCKS GARDENS, for a distance of 690' to a Point of intersection with the centerline of S.W. 153rd Avenue of HAMMOCKS GARDENS; thence run N02°23'36"W along the said centerline, a line 20' east of and parallel with the east line of Lot 11, Block 5 of HAMMOCKS GARDENS, for a distance of 136' to a point; thence run N87°25'34"E along the center line of S.W. 117th Street as shown on HAMMOCKS GARDENS, for a distance of 690.92' to a Point of intersection with the west line of Tract "A" of AMERIFIRST PARK, Plat book 127, Page 65, were a portion of said west line was defined by the Agreement to Fix Location of Common Boundary between Jack K. Thomas, Jr., Trustee, Amerifirst Bank and Miami-Dade County, Official Records Book 14309, Page 2109; thence S02°22'03"E along said west line for a distance of 499' to a point; thence run S87°25'34"W for a distance of 2,586.39' to the Point of beginning.

OR:

PLAN "B":

PARCEL "A": That portion of the Lots, Blocks and the adjacent streets lying in the plat of GREATER MIAMI ESTATES PART TWO, in Section 9, Township 55 South, Range 39 East, Plat book 23, Page 43, being more particularly described as follows:

Commence at the southeast corner of said Section 9, said corner having a Northing of 480709.59' and an Easting of 687039.64' based on the State Plane Coordinate System, (1974 Adjustment), Florida East Zone; thence run S87°25'51"W along the common line between Sections 9 and 16, in Township 55 South, Range 39 East, where the north line of Section 16 was determined in the Final Judgment of Miami-Dade County Circuit Court Case No. 89-15236 (CA 25), for a distance of 2677.15' to the north ¼ corner of said Section 16; thence continue S87°25'51"W along the said common line for 2,362.25' to the Point of beginning of the parcel of land hereinafter described; thence continue S87°25'51"W along the said common line for 307.32' to a Point of intersection with the east right-of-way line of Canal C-1W defined by the Agreement to Fix Location of Common Boundary between Jack

K. Thomas, Jr., Trustee and the South Florida Water Management, District Official Records Book 14311, Page 3397; thence run N02°25'09"W along the said east right-of way line of Canal "C-1W" for a distance of 357.1' to a Point of intersection with a line 1,002' south of and parallel with the south line of Block 8, HAMMOCKS SHORES, THIRD ADDITION, Plat book 147, Page 9; thence run N87°25'34"E along a line parallel with the south line of said plat of HAMMOCKS SHORES THIRD ADDITION, for a distance of 280.36' to a Point of curvature with a circular curve concave to the southwest; thence run SE/ly along the arc of said circular curve to the right, having for its elements a radius of 26' and a central angle of 90°00'00", for an arc distance of 40.84' to a Point of tangency; thence run S02°34'26"E for a distance of 331.12' to the Point of beginning.

AND: PARCEL "B": That portion of the Lots, Blocks and the adjacent streets lying in the plat of GREATER MIAMI ESTATES PART TWO, in Section 9, Township 55 South, Range 39 East, Plat Book 23, Page 43, being more particularly described as follows:

Commence at the Southeast corner of said Section 9, said corner having a Northing of 480709.59' and an Easting of 687039.64' based on the State Plane Coordinate System, (1974 Adjustment), Florida East Zone; thence run S87°25'51"W along the common line between Sections 9 and 16, in Township 55 South, Range 39 East, where the north line of Section 16 was determined in the Final Judgment of Miami-Dade County Circuit Court Case No. 89-15236 (CA 25), for a distance of 2677.15' to the north ¼ corner of said Section 16; thence continue S87°25'51"W along the said common line for 83.71' to the Point of Beginning of the parcel of land herein after described; thence continue S87°25'51"W along the said common line for 2,278.54' to a point; thence run N02°34'26"W for a distance of 331.12' to a Point of curvature with a circular curve concave to the southwest; then run NW/ly along the arc of said circular curve to the left, having for its elements a radius of 26' and a central angle of 90°00'00", for an arc distance of 40.84' to a Point of tangency with a line 1002' south of and parallel with the south line of Block 8, HAMMOCKS SHORES THIRD ADDITION, Plat Book 147, Page 9; thence run S87°25'34"W along a line parallel with the south line of said plat of HAMMOCKS SHORES THIRD ADDITION, for a distance of 159.36' to a Point of intersection with a line 121' east of and parallel with the east right of way line of Canal C-1W defined by the Agreement to Fix Location of Common Boundary between Jack K. Thomas, Jr., Trustee and the South Florida Water Management District, Official Records Book 14311, Page 3397; thence run N02°25'09"W along a line parallel with the said east right of way line of Canal C-1W for a distance of 232.46' to a point; thence run N87°25'34"E, along a line 362' south of and parallel with the south line of HAMMOCKS GARDENS, Plat Book 157, Page 16; thence run N87°25'34"E along a line parallel with the south line of the said plat of HAMMOCKS GARDENS, for a distance of 2,465.36' to a Point of intersection with the west line of Tract "A" of AMERIFIRST PARK, Plat Book 127, Page 65, were a portion of said west line was defined by the Agreement to Fix Location of Common Boundary between Jack K. Thomas, Jr., Trustee, Amerifirst Bank and Miami-Dade County Official Records Book 14309, Page 2109; thence S02°22'03"E along said west line for a distance of 589.77' to the Point of beginning.

AND: PARCEL "C": That portion of the Lots, Blocks and the adjacent streets lying in the plat of GREATER MIAMI ESTATES PART TWO, in Section 9, Township 55 South, Range 39 East, Plat Book 23 at Page 43, being more particularly described as follows:

Commence at the southeast corner of said Section 9, said corner having a Northing of 480709.59' and an Easting of 687039.64' based on the State Plane Coordinate System, (1974 Adjustment), Florida East Zone; thence run S87°25'51"W along the common line between Sections 9 and 16, in Township 55 South, Range 39 East, where the north line of Section 16 was determined in the Final Judgment of Miami-Dade County Circuit Court Case

No. 89-15236 (CA 25), for a distance of 2,677.15' to the north ¼ corner of said Section 16; thence continue S87°25'51"W along the said common line for 2,669.57' to a Point of intersection with the east right of way line of Canal C-1W defined by the Agreement to Fix Location of Common Boundary between Jack K. Thomas, Jr., Trustee and the South Florida Water Management District, Official Records Book 14311, Page 3397; thence run N02°25'09"W along the said east right of way line of Canal C-1W for a distance of 357.1' to the Point of beginning of the parcel of land herein after described; thence continue N02°25'09"W along the said east right of way line of Canal C-1W for a distance of 1002' to a Point of intersection with the south line of Block 8, HAMMOCKS SHORES THIRD ADDITION, Plat Book 147 at Page 9; thence run N87°25'34"E along the south line of the plat of HAMMOCKS SHORES THIRD ADDITION, for a distance of 1,206.04' to a Point of intersection with the centerline of S.W. 154th Avenue as shown on said plat of HAMMOCKS SHORES THIRD ADDITION, the common boundary line defined by the Agreement to Fix Location of Common Boundary between Jack K. Thomas, Jr., Trustee, Corlett et al and Miami-Dade County, Official Records Book 14309, Page 2097; thence run S02°23'36"E along the common boundary line defined by the said Agreement for a distance of 407.55' to the southwest corner of Lot 1, Block 5 of HAMMOCKS GARDENS, Plat Book 157 at Page 16; thence run N87°25'34"E along the south line of the plat of HAMMOCKS GARDENS, for a distance of 690' to a Point of intersection with the centerline of SW 153rd Avenue as shown on said plat of HAMMOCKS GARDENS; thence run N02°23'36"W along the said centerline, a line 20' east of and parallel with the east line of Lot 11 in said Block 5 of HAMMOCKS GARDENS, for a distance of 136' to a point; thence run N87°25'34"E along the center line of SW 117th Street as shown on the said plat of HAMMOCKS GARDENS, for a distance of 690.92' to a Point of intersection with the west line of Tract "A" of AMERIFIRST PARK, Plat Book 127, Page 65, were a portion of said west line was defined by the Agreement to Fix Location of Common Boundary between Jack K. Thomas, Jr., Trustee, Amerifirst Bank and Miami-Dade County, Official Records Book 14309, Page 2109; thence S02°22'03"E along said west line for a distance of 498' to a point; thence run S87°25'34"W, along a line 362' south of and parallel with the south line of said plat of HAMMOCKS GARDENS, for a distance of 2,465.39' to a Point of intersection with a line 121' east of and parallel with the east right-of-way line of Canal C-1W defined by the Agreement to Fix Location of Common Boundary between Jack K. Thomas, Jr., Trustee and the South Florida Water Management District, Official Records Book 14311, Page 3397; thence run S02°25'09"E along a line parallel with the said east right of way line of Canal C-1W for a distance of 232.46' to a Point of intersection with a line 1,002' south of and parallel with the south line of Block 8 of the said plat of HAMMOCKS SHORES THIRD ADDITION; thence run S87°25'34"W along a line parallel with the south line of said plat of HAMMOCKS SHORES THIRD ADDITION, for a distance of 121' to the Point of Beginning.

LOCATION: The Northeast corner of theoretical S.W. 157 Avenue & S.W. 120 Street, Miami-Dade County, Florida, and

WHEREAS, a public hearing of the Miami-Dade County Community Zoning Appeals Board 11 was advertised and held, as required by law, and all interested parties concerned in the matter were given an opportunity to be heard, and at which time the applicant proffered a Declaration of Restrictions for Plan "A," which among other things provided:

1. **Site Plan.** The Property shall be developed in substantial accordance with the plans entitled "Century Gardens," as prepared by Pascual, Perez & Kiliddjan, dated May 1, 2006, and dated stamped received May 2, 2006, and consisting of sixty five (65) sheets (the "Plan"). The Owner also agrees as follows:

   (a) The height of any dwelling unit to be located on a lot along the northern boundary of the Property, which abuts an existing one (1) story home, shall not exceed one (1) story in height.

   (b) As depicted in the Plan, the Owner shall not seek to provide a vehicular connection to the established single family subdivision on the north side of the Property.

   (c) As depicted in the Plan, prior to issuance of a building permit for any dwelling unit within the Property, the Owner shall install, as applicable, either: (1) a six foot high wooden fence; or (2) masonry columns, a decorative aluminum picket fence, a hedge and curbing along the side or rear property line of any lot that is adjacent to an existing single family home or existing street.

   (d) Every townhome within the Property shall be designed and constructed with a garage capable of accommodating at least one (1) automobile.

2. **Density Restriction.** The number of dwelling units on the Property shall not exceed five hundred and eight (508) units, of which a minimum of one-hundred and seventy-nine (179) shall be single family homes.

3. **Noise Level Reduction.** The Owner shall incorporate at least 25 decibel (db) Noise Level Reduction (NLR) into the design and construction of any dwelling unit with the Property.

4. **Airport and County Protection From New Residential Development.** The Owner reserves unto itself, its successors, and assigns, for the use and benefit of the public, a right of flight passage of aircraft in the airspace above the surface of the Property, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace, and for use of said airspace for landing on, taking off from, or operating on the Kendall Tamiami Executive Airport ("KTEA").

   The Owner expressly agrees for itself, its successors, and assigns to restrict the height of structures, objects of natural growth, and other obstructions on the Property to such a height so as to comply with Federal Aviation Regulations, Part 77.

   The Owner expressly agrees for itself, its successors, and assigns, to prevent any use of the Property described herein that would interfere with or adversely affect the operation or maintenance of KTEA, or otherwise constitute an airport hazard.

5. **Notice Requirements.**

A. The Owner shall include the following notice (the "Notice") in every contract for sale of any dwelling unit within the Property:

> THIS PROPERTY IS LOCATED IN CLOSE PROXIMITY TO THE KENDALL TAMIAMI EXECUTIVE AIRPORT ("KTEA"). AS SUCH, THE PROPERTY AND THE FUTURE RESIDENTS MAY EXPERIENCE DIRECT OVERFLIGHTS AT LOW ALTITUDES CREATING NOISE DURING DAYTIME AND NIGHTTIME HOURS.
>
> THE UNDERSIGNED, ON BEHALF OF ITSELF AND ITS SUCCESSORS, LESSEES AND/OR ASSIGNS, AGREES BY TAKING TITLE TO SAID PROPERTY, THAT THEY DO NOT OBJECT TO THE PRESENCE OF KTEA OR THE TWENTY-FOUR HOUR PER DAY OPERATION OF AIRCRAFT FROM ITS RUNWAYS AND HEREBY WAIVES ANY RIGHT TO OBJECT TO OR CHALLENGE IN ANY FORUM THE CURRENT OR FUTURE 24 HOUR PER DAY OPERATION OF THE AIRPORT AND ANY IMPROVEMENTS THERETO, INCLUDING, WITHOUT LIMITATION, THE FUTURE EXPANSION OF KTEA'S 9L/27R AND 9R/27L RUNWAYS.
>
> IT IS FURTHER AGREED THAT THE UNDERSIGNED, ITS SUCCESSORS, LESSESS AND/OR ASSIGNS, WILL NEVER REQUEST, SUPPORT OR PARTICIPATE IN ANY EFFORT TO IMPOSE MANDATORY NOISE ABATEMENT PROCEDURES AT KTEA.
>
> PURCHASER AGREES THAT THIS COVENANT IS ALSO BINDING UPON ALL FUTURE OWNERS, LESSEES AND RESIDENTS HERE AND FOREVER THEREAFTER AND THAT NOTIFICATION OF SUCH IS REQUIRED PRIOR TO THE SALE OR LEASE OF THE PROPERTY.

B. The Owner shall cause every prospective purchaser to acknowledge in writing receipt of the Notice, which acknowledgement may be included in the contract for sale and purchase for each dwelling unit or may be provided by separate instrument prior to or simultaneously with the execution of any such contract. The Notice shall also be prominently displayed in the sales office for the subdivision.

C. Prior to the approval of a final plat for the Property, the Owner shall record an instrument in the Public Records of Miami-Dade county, which instrument shall run with title to the Property and be binding on the Owner's successors and assigns and shall provide the following restrictions:

> THE PROPERTY IS LOCATED IN CLOSE PROXIMITY TO THE KENDALL TAMIAMI EXECUTIVE AIRPORT ("KTEA"). AS SUCH, THE PROPERTY AND THE FUTURE RESIDENTS MAY EXPERIENCE DIRECT OVERFLIGHTS AT LOW

ALTITUDES CREATING NOISE DURING DAYTIME AND NIGHTTIME HOURS. FURTHER, THE OWNER, ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS, HEREBY WAIVES ANY OBJECTIONS TO ANY FUTURE EXPANSION OF KTEA'S 9L/27R AND 9R/27L RUNWAYS.

THE UNDERSIGNED, ON BEHALF OF ITSELF AND ITS SUCCESSORS, LESSEES AND/OR ASSIGNS, AGREES BY TAKING TITLE TO SAID PROPERTY, THAT THEY DO NOT OBJECT TO THE PRESENCE OF KTEA OR THE TWENTY-FOUR HOUR PER DAY OPERATION OF AIRCRAFT FROM ITS RUNWAYS AND HEREBY WAIVES ANY RIGHT TO OBJECT TO OR CHALLENGE IN ANY FORUM THE CURRENT OR FUTURE 24 HOUR PER DAY OPERATION OF THE AIRPORT AND ANY IMPROVEMENTS THERETO, INCLUDING, WITHOUT LIMITATIONS, THE FUTURE EXPANSION OF KTEA'S 9L/27R AND 9R/27L RUNWAYS.

IT IS FURTHER AGREED THAT THE UNDERSIGNED, ITS SUCCESSORS, LESSEES AND/OR ASSIGNS, WILL NEVER REQUEST, SUPPORT OR PARTICIPATE IN ANY EFFORT TO INPOSE MANDATORY NOISE ABATEMENT PROCEDURES AT KTEA.

PURCHASER AGREES THAT THIS COVENANT IS ALSO BINDING UPON ALL FUTURE OWNERS, LESSEES AND RESIDENTS HERE AND FOREVER THEREAFTER AND THAT NOTIFICATION OF SUCH IS REQUIRED PRIOR TO THE SALE OR LEASE OF THE PROPERTY.

6. **Restrictions for Commercial Parcel.** Notwithstanding the approval of the Application, and subject to all applicable Code requirements, the Owner agrees to limit the use of that certain parcel of land depicted on the Plan as the "Commercial Out Parcel" to those uses listed below:

- Apparel stores
- Automobile washing
- Bakeries, retail only
- Banks, including drive-in teller service
- Barber shops
- Beauty parlors
- Cellular phones and accessories sales

- Computers and accessories sales
- Confectionery, ice cream, and dairy stores
- Dairy stores
- Day care
- Drugstores with photo and retail services
- Employment agencies
- Florist shops
- Grocery stores, fruit stores, health food stores, delicatessen, meat and fish markets, and other similar food stores, provided such establishment shall not exceed one thousand (1000) square feet of floor area
- Hardware stores
- Health and exercise club
- Interior design shops
- Jewelry stores, but excluding incidental sales and purchases of used jewelry or pawn shops
- Mail order offices, without storage or products sold
- Newsstands
- Offices
- Optical stores
- Outdoor sitting area for restaurants
- Outside walk-up window service in connection with establishments where the principal use is selling food and drink products, and where a sidewalk of at least seven (7) feet in width abuts the store unit concerned
- Post office station and branches operated by postal service employees or agents that directly serve the public
- Printing and copy services and supplies

- Restaurants and coffee housing dining rooms with outdoor seating where kitchen is located within an enclosed building or room and with ample provision for carrying away or dissipating fumes, odors, smoke, or noise and where premises are so arranged and the business is so conducted as not to be offensive or obnoxious to occupants of adjoining premises or to passerby. Restaurants and outdoor (where approved by public hearing) cafes may serve alcoholic beverages where such service is strictly incidental to the service of food and from service bar only provided no entertainment of any kind is furnished. No sign of any type or character shall be exhibited or displayed to the outside denoting that alcoholic beverages are obtainable within. Seating shall be limited to no more than 100 people.

- Self-service post office, which contains mechanical or computer equipment designed to provide limited service post office for walk up trade

- Shoe stores and shoe repair shops

- Tailor shops

Further, in consideration of the proximity of the Property to a residential neighborhood, any building that may be developed on the commercial Out Parcel shall be designed and maintained in a manner that is compatible with the surrounding residential community. At a minimum, any such building shall have a barrel tile roof and shall be painted in a color or colors that are in harmony with the prevailing colors in the area at the time of the construction of the building. The site plan for the Commercial Out Parcel shall be submitted to the Department of Planning and Zoning for administrative site plan review approval, and the development of the parcel shall be in substantial accordance with said approved plan. Once developed, the Owner shall maintain adequate lighting equipped with deflectors or such other similar equipment to prevent the spillage of light onto adjacent residential properties. No business shall be allowed to operate within the Commercial Out Parcel any earlier than 7:00 AM, Monday – Friday, 9:00 AM on Saturday or 11:00 AM on Sunday or any later than 10:00 PM (Monday – Saturday) or 6:00 PM on Sunday. Deliveries and trash pick up shall take place between the hours of 7:00 AM and 7:00 PM, Monday – Friday.

7. **Improvements to SW 120th Street and SW 157th Avenue.** Prior to the final zoning inspection of any dwelling unit on the Property, the Owner agrees to improve those portions of SW 120th Street and SW 157th Avenue along the entire frontage of the Property. Said roadway improvements shall be approved and constructed in accordance with the requirements of the Public Works Department. In addition, the Owner agrees not to seek a final zoning inspection for more than fifty percent (50%) of the dwelling units within the Property until such time as SW 157th Avenue is open to traffic from SW 112th Street to SW 120th Street.

8. **Intersection Improvements at SW 120th Street and SW 137th Avenue.** Prior to the final zoning inspection for the dwelling unit representing fifty percent (50%) of the dwelling units within the Property, subject to the conditions enumerated below, the

Owner shall design and, following approval of said design, cause the improvement of the intersection of SW 120th Street and SW 137th Avenue by the addition of a dedicated right turn lane (eastbound to southbound) (for a total of 4 thru lanes and a turn lane). The Owner's obligations under this Paragraph are specifically subject to, and contingent on, the following: (i) the availability of right-of-way or necessary easements; (ii) acceptance by the Public Works Department of a traffic study (if requested by the Department) which establishes the need for such a turn lane; (iii) the receipt of all necessary governmental approvals; and (iv) the receipt of the approval of the Director of the County's Public Works Department of a credit for the full cost of the improvements against the roadway impact fees that will be assessed against the future development of the Property in the amount of the cost of the design and construction of the improvements.

9. **Creation of Homeowners Association.** Prior to the final zoning inspection for any dwelling unit within the Property, the Owner shall create a homeowners' association, which shall be responsible (along with any special taxing district or community development district that may be created) for the maintenance of all common areas within the Property, including both sides of the fencing and landscaping along SW 154th Avenue, SW 117th Street and SW 152nd Court. The homeowners' association shall adopt by-laws, rules and regulations substantially in the form of the document which is attached to the agreement as Exhibit B.

10. **Construction Hours and Activities.** The Owner shall limit construction activities to the hours of 7:00 AM – 7:00 PM, Monday – Friday, and 10:00 AM – 5:00 PM on Saturday. No construction activities shall take place on Sundays. The use of explosives shall be strictly prohibited. In the event a hurricane warning is issued for Miami-Dade County, the Owner shall promptly secure all construction materials to minimize the potential for damage from flying objects to adjacent properties.

11. **Compliance with DIC Report.** The Owner shall comply with all of the applicable conditions. Requirements, recommendations, requests and other provisions of the various departments, as contained in the Departmental memoranda, which are part of the record of this application and incorporated by reference.

12. **Monetary School Contribution.** In order to help meet the future public school needs generated by the development of the Property under the Application, the Owner, its successors and assigns, agrees to voluntarily contribute funds to the School Board of Miami-Dade County, Florida (the "School Board") in an amount equal to $542,000.00 (the "Contribution), which funds shall be utilized for the acquisition of land or the construction of improvements to provide relief for Felix Varela Senior High School, and to the extent that there are no pending or proposed capital improvements at the foregoing school or a plan to provide relief at such school as of the date of the payment of the Contribution, then for capital improvements at other schools within the affected feeder pattern. The total Contribution shall be paid in one (1) payment becoming due and payable, without demand, prior to the approval of the final plat for the Property.

The Owner, its successors and assigns acknowledge and agree that the Contribution shall not entitled the Owner or its successors and assigns to a credit against the

amount of the educational facilities impact fees that will be assessed against the future development of the Property under Chapter 33K of the Miami-Dade County Code. To the extent that less than the requested 508 dwelling units is approved by the Community Zoning Appeals Board, the Board of County Commissioners, or the Miami-Dade County Plat Committee, the amount of the Contribution shall be reduced on a pro rata basis, in an amount equal to $2,000.00 per student, as calculated by the School Board.

WHEREAS, this Board has been advised that the subject application has been reviewed for compliance with concurrency requirements for levels of services and, at this stage of the request, the same was found to comply with the requirements, 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 district boundary changes from IU-C to BU-1A (Item #1) on Parcel "A" (Plan "A"), GU & IU-C to RU-3M (Item #3) on Parcel "B" (Plan "A"), and GU & IU-C to RU-1M(a) (Item #4) on Parcel "C" (Plan "A"), would be compatible with the neighborhood and area concerned and would not be in conflict with the principle and intent of the plan for the development of Miami-Dade County, Florida, and should be approved, and that the requests to permit lots with 0' frontage on a public street, and to permit access to a public street by means of private drives (Item #5) on Parcel "C" (Plan "A"), to waive the zoning regulation requiring half-section line rights-of-way to be 70' wide; to permit 0' of dedication for the west half of S.W. 152 Avenue (Item #6), to waive the zoning regulation requiring section line rights-of-way to be 80' wide; to permit 0' of dedication for the east half of S.W. 157 Avenue (Item #7), to waive the Kendall/Tamiami Executive Airport Inner District zone regulation which prohibits residential uses within the ILZ zone; to permit single-family and townhouse residences with the ILZ zone (Item #8), and to waive the Kendall/Tamiami Executive Airport Outer Safety Zone regulation limiting residential units to less than two per acre; to permit single-family and townhouse residences at more than two units per acre (Item #9) would be compatible with the area and its development and would be in

harmony with the general purpose and intent of the regulations and would conform with the requirements and intent of the Zoning Procedure Ordinance, and that the proffered Declaration of Restrictions should be accepted, and that the requested district boundary change from GU to BU-1A (Item #2) on Parcel "A" (Plan "B") would not be compatible with the neighborhood and area concerned and would be in conflict with the principle and intent of the plan for the development of Miami-Dade County, Florida, and should be denied, and

WHEREAS, a motion to accept the proffered Declaration of Restrictions, to approve Item #1 on Parcel "A," Item #3 on Parcel "B," and Items #4 & 5 on Parcel "C," with said items for the respective parcels legally described in Plan "A," to approve Items #6 - 9, and deny Item #2 without prejudice was offered by Miguel Cervera, seconded by Domingo Castillo, and upon a poll of the members present, the vote was as follows:

Roy Bustillo	absent	Frank Irizarry	absent
Domingo Castillo	aye	Thomas J. Schramm	aye
Miguel Cervera	aye		

Patrick M. Fiore aye

NOW THEREFORE BE IT RESOLVED, by the Miami-Dade County Community Zoning Appeals Board 11, that the requested district boundary changes from IU-C to BU-1A (Item #1) on Parcel "A" (Plan "A"), GU & IU-C to RU-3M (Item #3) on Parcel "B" (Plan "A"), and GU & IU-C to RU-1M(a) (Item #4) on Parcel "C" (Plan "A"), be and the same are hereby approved and said properties are hereby zoned accordingly.

BE IT FURTHER RESOLVED that the requests to permit lots with 0' frontage on a public street, and to permit access to a public street by means of private drives (Item #5) on Parcel "C" (Plan "A"), to waive the zoning regulation requiring half-section line rights-of-way to be 70' wide; to permit 0' of dedication for the west half of S.W. 152 Avenue (Item #6), to waive the zoning regulation requiring section line rights-of-way to be 80' wide;

to permit 0' of dedication for the east half of S.W. 157 Avenue (Item #7), to waive the Kendall/Tamiami Executive Airport Inner District zone regulation which prohibits residential uses within the ILZ zone; to permit single-family and townhouse residences with the ILZ zone (Item #8), and to waive the Kendall/Tamiami Executive Airport Outer Safety Zone regulation limiting residential units to less than two per acre; to permit single-family and townhouse residences at more than two units per acre (Item #9) be and the same are hereby approved subject to the following conditions:

1. That the site plan be submitted to and meet with the approval of the Director of the Department of Planning and Zoning upon the submittal of an application for a building permit and/or Certificate of Use; said plan to include among other things but not be limited to, location of structure or structures, type, sizes and location of signs, light standards, off-street parking areas, exits and entrances, drainage, wall, fences, landscaping, etc.

2. That in the approval of the plan, the same be substantially in accordance with that submitted entitled "Century Gardens," as prepared by Pascual, Perez & Kiliddjan, dated May 1, 2006, and dated stamped received May 2, 2006, and consisting of sixty five (65) sheets (the "Plan").

3. That the use be established and maintained in accordance with the approved plan.

4. That the applicant submit to the Department for its review and approval a landscaping plan which indicates the type and size of plant material prior to the issuance of a building permit and to be installed prior to the issuance of a Certificate of Use.

5. That the applicant comply with all the applicable conditions, requirements, recommendations, requests and other provisions of the various Departments as contained in the Departmental memoranda which are part of the record of this application and incorporated herein by preference.

6. That the applicant provide copies of the "Receipt of Notice" signed by purchasers to the Miami-Dade County Aviation Department.

BE IT FURTHER RESOLVED that the requested district boundary change from GU-1 to BU-1A (Item #2) on Parcel "A" (Plan B) be and the same is hereby denied without prejudice.

BE IT FURTHER RESOLVED that, pursuant to Section 33-6 of the Code of Miami-Dade County, Florida, the County hereby accepts the proffered covenant and does exercise

its option to enforce the proffered restrictions wherein the same are more restrictive than applicable zoning regulations.

BE IT FURTHER RESOLVED, notice is hereby given to the applicant that the approval herein constitutes an initial development order and does not constitute a final development order and that one, or more, concurrency determinations will subsequently be required before development will be permitted.

The Director is hereby authorized to make the necessary notations upon the maps and records of the Miami-Dade County Department of Planning and Zoning and to issue all permits in accordance with the terms and conditions of this resolution.

PASSED AND ADOPTED this 6th day of July 2006.

Hearing No. 06-7-CZ11-1
ls

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I, Luis Salvat, as Deputy Clerk for the Miami-Dade County Department of Planning and Zoning as designated by the Director of the Miami-Dade County Department of Planning and Zoning and Ex-Officio Secretary of the Miami-Dade County Community Zoning Appeals Board 11, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Resolution No. CZAB11-29-06 adopted by said Community Zoning Appeals Board at its meeting held on the 6th day of July 2006.

IN WITNESS WHEREOF, I have hereunto set my hand on this the 25th day of July, 2006.

Luis Salvat, Deputy Clerk (2678)
Miami-Dade County Department of Planning and Zoning

SEAL

Department of Planning and Zoning
Stephen P. Clark Center
111 NW 1st Street • Suite 1210
Miami, Florida 33128-1902
T 305-375-2800

miamidade.gov

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Planning and Zoning
Police
Procurement Management
Property Appraisal
Public Library System
Public Works
Safe Neighborhood Parks
Seaport
Solid Waste Management
Strategic Business Management
Team Metro
Transit
Task Force on Urban Economic Revitalization
Vizcaya Museum And Gardens
Water & Sewer

July 25, 2006

Century Business Park L.L.C.
c/o Juan Mayol Jr., Esq.
Holland & Knight LLP
701 Brickell Avenue, Suite 3000
Miami, Florida 33131

Re: Hearing No. 06-7-CZ11-1 (05-274)
Location: Northeast corner of theoretical S.W. 157 Avenue & S.W. 120 Street, Miami-Dade County, Florida

Dear Mr. Mayol:

Enclosed is Resolution No. CZAB11-29-06, adopted by Miami-Dade County's Community Zoning Appeals Board #11, which accepted your client's declaration of restrictions and granted multiple district boundary changes related to Plan A, and related variances for the proposed development on the above-noted location.

Please note that any aggrieved party may appeal the Board's decision to the Board of County Commissioners, within 14 days from the date of posting on the 11th floor of the Stephen P. Clark Building, 111 N.W. 1st Street, Miami, FL 33128. The date of posting was July 10, 2006.

To find out whether an appeal has been filed contact the Zoning Hearings office at the address noted above or call (305) 375-2640. If an appeal has been received, any action undertaken during the appeal period is at the applicant's risk.

Cordially,

L. Salvat

Lou Salvat
Deputy Clerk

Enclosure