



CFN 2007R0565155  
OR Bk 25676 Pgs 2773 - 2778; (6pgs)  
RECORDED 06/06/2007 09:14:34  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

**This instrument was prepared by:**  
**Name:** Ben Fernandez, Esq.  
**Address:** 200 South Biscayne Boulevard  
Suite 850  
Miami, FL 33131  
305-377-6235 phone  
305-377-3222 fax

A/7

(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

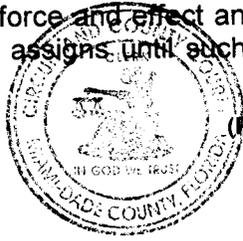
IN ORDER TO ASSURE the County that the representations made by the owner during consideration of Public Hearing No. 05-317 will be abided by the Owner freely, voluntarily and without duress makes the following Declaration of Restrictions covering and running with the Property:

- (1) That said Property shall be developed substantially in accordance with the plans previously submitted, prepared by Bellon Milanes Architects and Planners entitled, "Countryside Estates", dated stamped received the 16<sup>th</sup> day of February, 2006, said plans being on file with the Miami-Dade County Department of Planning and Zoning, and by reference made a part of this agreement.
- (2) That the site plan shall provide that SW 317<sup>th</sup> Terrace shall be extended to the east to connect with SW 190<sup>th</sup> Avenue.
- (3) The Owner shall purchase Severable Use Rights (SURs) prior to final plat approval in order to develop the Property pursuant to the foregoing plans.

**County Inspection.** As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

**Covenant Running with the Land.** This Declaration on the part of the 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 Owner, and their heirs, successors and assigns until such time as the

**Section-Township-Range:**  
**Folio number:**



(Public Hearing)

## Declaration of Restrictions

Page 2

same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on the County.

**Term.** This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by Miami-Dade County.

**Modification, Amendment, Release.** This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s) of 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, whichever by law has jurisdiction over such matters, after public hearing.

Should this Declaration of Restrictions be so modified, amended or released, the Director of the Miami-Dade County Department of Planning and Zoning, or the executive officer of the successor of such Department, or in the absence of such director or executive officer by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

**Enforcement.** Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

**Authorization for Miami-Dade County to Withhold Permits and Inspections.** In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this declaration is complied with.

**Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

**Presumption of Compliance.** Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

**Severability.** Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material

portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.

**Recording.** This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost 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.

**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.

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

[Execution Pages Follow]

**ACKNOWLEDGMENT  
CORPORATION**

Signed, witnessed, executed and acknowledged on this 14 day of March, 2006.

IN WITNESS WHEREOF, Emily Development, LLC  
(Corporate name) has caused these presents to be signed in its name by its proper officials.

**Witnesses:**

[Signature]  
Signature  
Diana Ramos  
Print Name  
[Signature]  
Signature

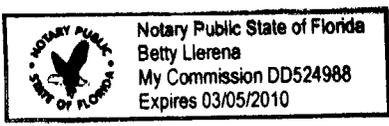
Print Name  
**Emily Development, LLC**  
5333 Collins Avenue, Suite 1408  
Miami Beach, FL 33140  
[Signature]  
By: Juan Carlos Uribarri

ANA Hernandez

STATE OF Florida  
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by Juan Carlos Uribarri the Managers of Emily Development, LLC, on behalf of the corporation. He is personally known to me or has produced n/a, as identification.

Witness my signature and official seal this 14 day of March, 2006, in the County and State aforesaid.



[Signature]  
Notary Public State of Florida  
Betty Llerena  
Print Name

My Commission Expires:

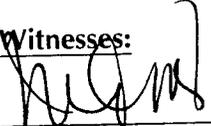
(Public Hearing)

(Space reserved for Clerk)

### JOINDER BY MORTGAGEE CORPORATION

The undersigned Regions Bank, an Alabama banking corporation and Mortgagee under that certain Florida Real Estate Mortgage Assignment of Leases and rents and Security Agreement given by Emily Development, LLC dated the 20<sup>th</sup> day of January, 2006, and recorded in Official Records Book 24180, Page 2326, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing agreement, does hereby acknowledge that the terms of this agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 11<sup>th</sup> day of April, 2006.

**Witnesses:**  
  
\_\_\_\_\_  
Signature  
Maria T. Rosado  
\_\_\_\_\_  
Print Name

**Regions Bank, an Alabama banking corporation**  
2800 Ponce de Leon Boulevard  
Coral Gables, FL 33134

  
\_\_\_\_\_  
Signature  
Carmen O. Guardarama  
\_\_\_\_\_  
Print Name

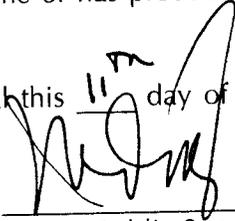
By   
Manuel Vidal-Cerra, Vice-President

[\*Note: All others require attachment of original corporate resolution of authorization]

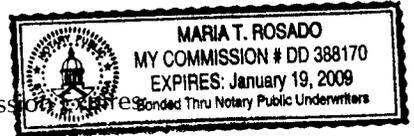
STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by MANUEL VIDAL CERRA, as a Vice-President of Regions Bank, an Alabama banking corporation, on behalf of the corporation. He is personally known to me or has produced a Florida driver's license as identification.

Witness my signature and official seal this 11<sup>th</sup> day of April, 2006, in the County and State aforesaid.

  
\_\_\_\_\_  
Notary Public-State of Florida

\_\_\_\_\_  
Print Name



My Commission Expires

EXHIBIT "A"

Legal Description

The NW ¼ of the SW ¼ of the NE ¼ of Section 14, Township 57 South, Range 38 East,  
Less the North 25 feet thereof, and Less the West 35 feet of the North ½ thereof, lying and  
being in Miami-Dade County, Florida.

Tax Folio #: 30 7814 000 0270

STATE OF FLORIDA, COUNTY OF DADE

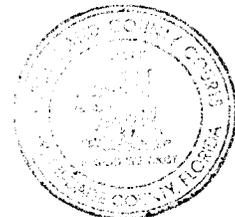
I HEREBY CERTIFY that this is a true copy of the  
original filed in this office on 6th day of

June, A.D. 2007

WITNESS my hand and Official Seal.

HARVEY RUAN, CLERK, of Circuit and County Courts

By [Signature] 9244 D.C.



OPINION OF TITLE

To: Miami-Dade

With the understanding that this Opinion of Title is furnished to Miami-Dade County, as an inducement of a Declaration of Restrictions or in compliance with Chapter 28, and as an inducement for acceptance of a proposed final subdivision plat covering, covering the real property, hereinafter described, it is hereby certified that I have examined an Owners Title Policy Number OPM-1852154, issued through Attorneys Title Insurance Fund, Inc, dated September 2, 2003, at 13:24:51 P.M., and a Mortgagee Policy FA-36-1160988 issued through First American Title Insurance Company, dated January 26, 2006, at 11:49 A.M. and the following:

First American Title Insurance Company title up date covering the period:

From November 30, 2005 through January 27, 2006 at 6:00 A.M.;

From January 27, 2006, at 6:00 A. M. through February 21, 2006, at 6:00 A.M.;

From February 21, 2006, at 6:00 A.M. through April 13, 2006 at 6:00 A.M.; and

From April 13, 2006, at 6:00 A.M. through August 23, 2006, at 6:00 A.M.

inclusive, of the following described real property:

The NW 1/4 of the SW 1/4 of the NE 1/4 of Section 14, Township 57 South, Range 38 East, less the North 25 feet thereof, and less the West 35 feet of the North ½ thereof, lying and being in Miami-Dade County, Florida.

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

EMILY DEVELOPMENT LLC, a Florida limited liability company

Parties comprising the Limited Liability company and parties authorized to execute documents on behalf of the company

Juan Carlos Uribarri, Manager

Subject to the following encumbrances, liens and other exceptions:

1. RECORDED MORTGAGES:

- (a) That certain Florida Real Estate Mortgage, Assignment of Leases and Rents and Security Agreement given by Emily Development LLC, a Florida limited liability company to Regions Bank, an Alabama banking corporation dated January 20, 2006, and recorded January 26, 2006, in Official Records Book 24180, at Page 2326, of the Public Records of Miami-Dade County, Florida, in the original amount of \$1,500,000.00 and UCC Financing Statement filed for record January 26, 2006, in Official Records Book 24180, at Page 2344, of the Public Records of Miami-Dade County, Florida.

2. RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS:

None

3. GENERAL EXCEPTIONS:

- (a) All taxes for the year in which this opinion is rendered, unless noted below that such taxes have been paid.
- (b) Rights of persons other than the above owners who are in possession.
- (c) Facts that would be disclosed upon accurate survey.
- (d) Any unrecorded labor, mechanics' or materialmens' liens.
- (e) Zoning and other restrictions imposed by governmental authority.

2. SPECIAL EXCEPTIONS:

- (a) Any matters appearing on tentative plat and boundary survey prepared by Manuel G. Vera and Associates, Inc., Job No. 04-05-37.
- (b) That certain Florida Real Estate Mortgage, Assignment of Leases and Rents and Security Agreement given by Emily Development LLC, a Florida limited liability company to Regions Bank, an Alabama banking corporation dated January 20, 2006, and recorded January 26, 2006, in Official Records Book 24180, at Page 2326, of the Public Records of Miami-Dade County, Florida, in the original amount of \$1,500,000.00 and UCC Financing Statement filed for record January 26, 2006, in Official Records Book 24180, at Page 2344, of the Public Records of Miami-Dade County, Florida.

**NOTE: All of the recording information contained herein refers to the Public Records of Miami-Dade County, Florida, unless otherwise indicated.**

I, hereby certify that I have reviewed all the aforementioned encumbrances and exceptions.

Therefore, it is my opinion that the following party(ies) must join in the agreement in order to make the agreement a valid binding covenant on the lands described herein.

<u>Name</u>	<u>Interest</u>	<u>Special Exception</u>
EMILY DEVELOPMENT LLC a Florida limited liability company	Fee Simple Owner	
Regions Bank, an Alabama Mortgagee Banking Corporation		Recorded Mortgages

The following is a description of the aforementioned Policies and its continuations:

<u>Number</u>	<u>Company</u>	<u>Period Covered</u>
OPM-1852154	Attorneys Title Insurance Fund, inc.	September 2, 2003, at 13:24:51 P.M.

FA-36-1160988	First American Title Insurance Company	January 26, 2006, at 11:49 A.M.
1053970	First American Title Insurance Company	November 30, 2005, through January 27, 2006 at 6:00 A.M.
2053970	First American Title Insurance Company	January 27, 2006, at 6:00 A.M. through February 21, 2006, at 6:00 A.M.
1053970	First American Title Insurance Company	February 21, 2006, at 6:00 A.M. through April 13, 2006, at 6:00 A.M.
1053970	First American Title	April 13, 2006, at 6:00 A.M., through August 23, 2006, at 6:00 A.M.

I HEREBY CERTIFY that the legal description contained in this Opinion of Title coincides with, and is the same, as the legal description in the proffered, recordable Declaration of Restrictions.

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 7th day of September, 2006.



\_\_\_\_\_  
SIGNATURE

OSCAR R. RIVERA

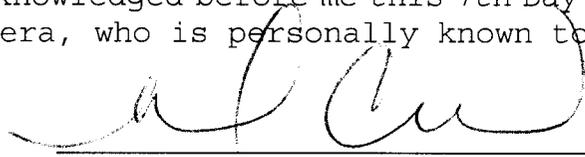
\_\_\_\_\_  
PRINTED SIGNATURE

**Florida Bar No.: 329193**

SIEGFRIED, RIVERA, LERNER, DE LA  
TORRE & SOBEL, P.A.  
201 Alhambra Circle, Suite 1102  
Coral Gables, Florida 33134  
Phone (305) 441-3334

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 7th Day of  
September, 2006, by Oscar R. Rivera, who is personally known to me.



Notary Public

Print Name:  MANA CAJIGAS DE VARONA  
COMMISSION # DD 553447  
EXPIRES: July 17, 2010  
Bonded Thru Notary Public Underwriters