



This instrument was prepared by:
 Name: Simon Ferro
 Address: Greenberg Traurig, P.A.
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CFN 2007R0907236
 DR Bk 25923 Pgs 3996 - 4000; (5pgs)
 RECORDED 09/13/2007 14:52:01
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

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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. Z06-0158** 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 development of the Property shall be limited to not more than 4 lots.
- (2) That the street and paving design shall conform to criteria requiring either a curb and gutter design allowing a minimum of 43 feet of finished pavement radius, or a swale and sidewalk design with a maximum 5 feet of sidewalk and a maximum 5 feet of swale yielding a 40 foot finished pavement radius, whichever is applicable.

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 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.

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Declaration of Restrictions

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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 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

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Section-Township-Range:

Folio number:

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(Public Hearing)

Declaration of Restrictions

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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]

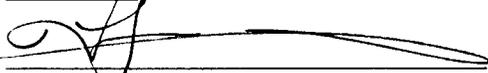
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ACKNOWLEDGMENT CORPORATION

Signed, witnessed, executed and acknowledged on this 12 day of July, 2007.

IN WITNESS WHEREOF, Velasco Limited Partnership Holdings, Inc., a Florida has caused these presents to be signed in its name by its proper officials.

Witnesses:


Signature
Vanessa Raedo
Print Name

Signature
Noemi Hernandez
Print Name

Velasco Limited Partnership Holdings, Inc., a Florida
Address:
4011 W Flagler Street #4104
Miami, FL 33134

 By: Miriam Velasco-Esquivel
(President, Vice-President or CEO*)

Print Name: Miriam Velasco-Esquivel, 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 **MIRIAM VELASCO-ESQUIVEL** the Vice President of Velasco Limited Partnership Holdings, Inc., a Florida, a corporation, on behalf of the corporation. He is personally known to me or has produced _____, as identification.

Witness my signature and official seal this 12th day of July, 2007, in the County and State aforesaid.


Notary Public-State of Florida
Noemi Hernandez
Print Name

My Commission Expires:  **Noemi Hernandez**
Commission # **DD547684**
Expires: **MAY 02, 2010**
www.AARONNOTARY.com

Miriam Velasco-Esquivel

 Notary Public State of Florida
Nubia Jarquin
My Commission **DD412971**
Expires **03/30/2009**

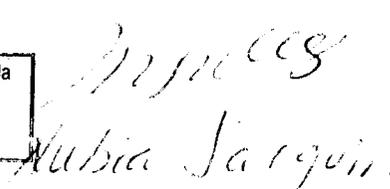

Nubia Jarquin

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 1, LOT 2 AND LOT 3 OF THE PLAT OF "WARDS WOODS", AS RECORDED IN PLAT BOOK 79 AT PAGE 7 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND THAT PART OF SW 94TH AVENUE LYING ADJACENT TO THE ABOVE CLOSED BY RESOLUTION 79R817 RECORDED IN OFFICIAL RECORDS BOOK 10678 PAGE 181.

MIA 177799551v4 7/12/2007

STATE OF FLORIDA
 COUNTY OF MIAMI-DADE
 DEPARTMENT OF COUNTY CLERK
 PUBLIC RECORDS SECTION
 BY: *[Signature]* 6533
 DATE: _____



MIAMI-DADE COUNTY

OPINION OF TITLE

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

With the understanding that this Opinion of Title is furnished to MIAMI-DADE COUNTY, FLORIDA, and as an inducement for execution of a Declaration of Restrictions covering the real property hereinafter described, it is hereby certified that I (we) have examined the Owner's Title Insurance Policy No. OPM-7136182 issued by Ignacio E. Arango, P.A., as agent of Attorneys' Title Insurance Fund, Inc., having an effective date of May 18, 2005, at 12:14 P.M., and a certified computer update covering the period from May 18, 2005, through July 9, 2007, at 11:00 P.M., inclusive of the following described parcels of real property:

Parcel I

Lot 3, WARD'S WOODS SUBDIVISION , according to the Plat thereof, as recorded in Plat Book 79, at Page 7, of the Public Records of Miami-Dade County, Florida;

Parcel II

The South 132.95 feet of Lots 1 and 2, WARD'S WOODS, according to the Plat thereof, as recorded in Plat Book 79, at Page 7, of the Public Records of Miami-Dade County, Florida;

Parcel III

The North 116.80 feet of Lots 1 and 2, WARD'S WOODS, according to the Plat thereof, as recorded in Plat Book 79, at Page 7, of the Public Records of Miami-Dade County, Florida.

Basing my (our) opinion on the foregoing Owner's Title Insurance Policy and computer update covering the period identified 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:

Velasco Limited Partnership Holdings, Inc., a Florida corporation

subject to the following encumbrances, liens and other exceptions:

OPINION OF TITLE - VELASCO LIMITED PARTNERSHIP HOLDINGS, INC.

GENERAL EXCEPTIONS (as to Parcel I, Parcel II, and Parcel III)

1. Taxes for the year 2007 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.

SPECIAL EXCEPTIONS (apply to Parcels I, II and III, except as otherwise noted)

7. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of WARD'S WOODS, as recorded in Plat Book 79, at Page 7, of the Public Records of Miami-Dade County, Florida.
8. Resolution No. R-655-79 recorded in O.R. Book 10469, at Page 1458, of the Public Records of Miami-Dade County, Florida.
9. Resolution No. R-817-79 recorded in O.R. Book 10469, at Page 1469, of the Public Records of Miami-Dade County, Florida.
10. Notice of Adoption recorded in O.R. Book 10469, at Page 1479, of the Public Records of Miami-Dade County, Florida.
11. Any lien provided by County Ordinance or by Ch. 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.

OPINION OF TITLE - VELASCO LIMITED PARTNERSHIP HOLDINGS, INC.

12. Riparian and littoral rights, if any.
13. Any rights, easements, interests or claims which may exist by reason of, or reflected by, the following facts shown on the survey prepared by James Beadman and Assoc., Inc., dated May 1, 2005, bearing Job # 4979.

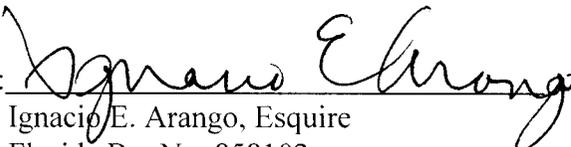
None of the exceptions listed above will restrict the use of the parcels of property for the purposes set forth in a Declaration of Restrictive Covenant agreement to be entered into with Miami-Dade County. Therefore, it is my / our opinion that the following parties must join in the agreement:

Velasco Limited Partnership Holdings, Inc.

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida, and am a member in good standing of the Florida Bar.

Respectfully submitted, this 25th, day of July, 2007.

IGNACIO E. ARANGO, P.A.
201 Alhambra Circle, Suite 500
Coral Gables, Florida 33134
Telephone (305) 774-9333

By: 
Ignacio E. Arango, Esquire
Florida Bar No. 858102