

This instrument was prepared by:
Name:
Nanette Lopez-Lima Levi
2114 Granada Blvd
Coral Gables, FL 33134

A/33



CFN 2014R0794702
DR Bk 29394 Pgs 2786 - 27931 (8pgs)
RECORDED 11/18/2014 10:41:15
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA



CFN 2014R0833567
DR Bk 29416 Pgs 3491 - 34991 (9pgs)
RECORDED 12/05/2014 11:43:32
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned Owner, **Coral Way Shopping Center**, 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. Z13-006 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 the permitted use of the existing jewelry store, which is a tenant of Suite 2, located at the Property, shall also permit the pawning of only jewelry as an accessory use in connection with the existing jewelry store.
- (2) That the pawning shall only be permitted during the regular business hours of the jewelry store.

This instrument is being re-recorded to add the Exhibit "A"



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

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.

Modification, Amendment, Release. This Declaration may be modified, amended or released as to the Property, or any portion thereof, by a written instrument executed by the-then owner(s) 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, or the Director as provided by the Miami-Dade County Code of Ordinances. It is provided, however, in the event that the Property is annexed to an existing municipality or the Property is incorporated into a new municipality, any modification, amendment, or release shall not become effective until it is approved by such municipality and is thereafter approved by the Board of County Commissioners, in accordance with applicable procedures.

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 Regulatory and Economic Resources 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.



Declaration of Restrictions
Page 4

[Execution Pages Follow]



(Public Hearing)

(Space reserved for Clerk)

**ACKNOWLEDGMENT
LIMITED LIABILITY COMPANY**

Signed, witnessed, executed and acknowledged on this 27 day of AUGUST, 2014

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

Witnesses:

[Signature]

Signature
Nanette Levi Cohen
Print Name

[Signature]
Signature
ALEXANDER SUAREZ
Print Name

CORAL WAY SHOPPING, LLC

Name of LLC
Address:
7295 CORAL WAY S-2
MIAMI, FL. 33155

[Signature]
By
(Managing Member)

Print Name: MIGUEL SIGLER JR

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

STATE OF FLORIDA

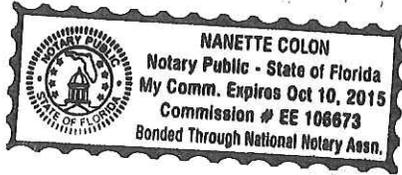
COUNTY OF MIAMI DADE

The foregoing instrument was acknowledged before me by MIGUEL SIGLER JR (Name)
the MEMBER of CORAL WAY SHOPPING LLC, on behalf (Title) (Name)
of the LLC.
He/She is personally known to me or has produced DL, as identification.



(Space reserved for Clerk)

Witness my signature and official seal this 27 day of
AUGUST, 2014, in the County and State aforesaid.



[Signature]
Signature
Notary Public-State of FLORIDA
Nanette Colon
Print Name

My Commission Expires:

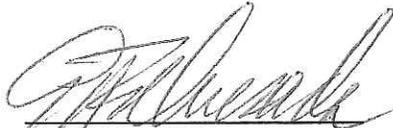


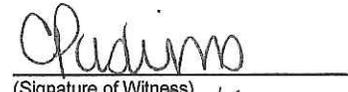
**JOINDER BY MORTGAGEE
CORPORATION**

The undersigned EASTERN NATIONAL BANK, a National Banking Corporation, and Mortgagee under that certain mortgage from CORAL WAY SHOPPING, LLC, a Florida limited liability company, dated the 10th day of September, 2010, and recorded in Official Records Book 27418, Pages 1071-1089, 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 28 day of August, 2014.

WITNESSES:


(Signature of Witness)
G.F. QUESADA
(Print Name of Witness)


(Signature of Witness)
Cristina Padron
(Print Name of Witness)

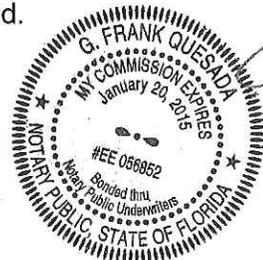
EASTERN NATIONAL BANK, a National Banking Corporation

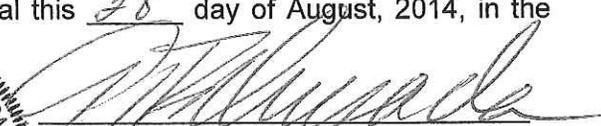
By: 
GERTRUDIS CARO
Senior Vice President

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by GERTRUDIS CARO, the Senior Vice President of EASTERN NATIONAL BANK, a National Banking corporation, on behalf of the corporation. She is personally known to be or has produced _____ as identification.

Witness my signature and official seal this 28th day of August, 2014, in the County and State aforesaid.




NOTARY PUBLIC, State of Florida

Print Name

My commission expires:



JOINDER BY LESSEE

The undersigned Carol Jewelers Corporation, a Florida corporation and Lessee under that certain lease from MAY 1, 2013 MAY 1 2018
(Name of Lessor) dated the 1 day of MAY, 2013, and covering 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 15 day of OCTOBER, 2014.

Witnesses:

[Signature]
Signature
Nanette Colon
Print Name
Alexander Suarez
Signature
ALEXANDER SUAREZ
Print Name

CAROL JEWELERS, CORP
Name of Corporation
Address:
7295 SW 245T
SUITE 2
MIAMI, FL 33155
By [Signature]
(President, Vice-President or CEO*)

Print Name: CAROL SUAREZ

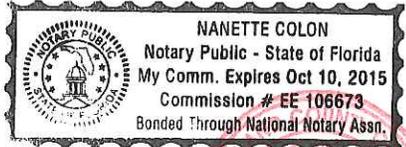
[*Note: All others require attachment of original corporate resolution of authorization]

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by Carol Suarez the
PRESIDENT (Title) of Carol Jewelers (Name) corporation, on behalf of
[Signature] (Name)
the corporation. He/She is personally known to me or has produced
[Signature], as identification.

Witness my signature and official seal this 15 day of OCTOBER, 2014, in the County and State aforesaid.

Notary Public - State of Florida
[Signature]
Print Name
My Commission Expires:



**Declaration of Restrictions
Page 6**

EXHIBIT A

Lots 17, 17a, 18, 18a, 19 and 19a, Block F, Coral Terrace Section Two, according to the plat thereof as recorded in Plat Book 14, Page(s) 58, Public Records of Miami-Dade County, Florida, less the South 15 Fee thereof

STATE OF FLORIDA, COUNTY OF DADE

I HEREBY CERTIFY that this is a true copy of the

original filed in this office on _____ Day of _____

DEC 05 2014

WITNESS my hand and seal this _____ day of _____

HARVEY RUVIN, CLERK of Circuit and County Courts

Tina Truxall-Hood

TINA TRUXALL-HOOD #201265



LAW OFFICES

OF

ALBERT J. LAZO, PA.

201 Alhambra Circle, Suite 501

Coral Gables, FL 33134

E-Mail:ALAZO@LAZOLAW.COM

Member of the Florida Bar

Telephone: (786) 253-5270

Telecopier: (305) 774-1504

OPINION OF TITLE

To: Miami-Dade County

With the understanding that this Opinion of Title is furnished to Miami-Dade County, as inducement for acceptance of Restrictive Covenant Z13-006 covering the real property, hereinafter described, it is hereby certified that I have examined a complete Abstract of Title covering the period from beginning to the 7th day of November, 2014, at the hour of 11pm, inclusive, of the following described property:

Lots 17, 17A, 18, 18A, 19 and 19A, Block F, Coral Terrace Section Two, according to the plat thereof as recorded in Plat Book 14, Page(s) 58, Public Records of Miami-Dade County, Florida, less the South 15 fee thereof

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

Coral Way Shopping, LLC, a Florida limited liability company

Comprised of Miguel Sigler Jr., as sole member and as sole manager.

Miguel Sigler Jr. is authorized to execute on behalf of Coral Way Shopping, LLC

Subject to the following encumbrances, liens and other exceptions (If "none" please indicate):

1. **RECORDED MORTGAGES:**

Mortgage in the sum of \$900,000.00 from Coral Way Shopping Center LLC, a Florida limited liability company, to Eastern National Bank, a National Banking Corporation, its successors and or assigns, dated September 10, 2010 and recorded September 13, 2010 in the Official Records Book 27418, Page 1071, of the Public Records of Miami Dade County, Florida

2. **RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS:**

None recorded against Coral Way Shopping, LLC.

3. **GENERAL EXCEPTIONS:**

1. Taxes for the year of the effective date of this opinion 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.

4. **SPECIAL EXCEPTIONS:**

1. All matters contained on the Plat of Section N0. 2 Coral Terrace, as recorded in Plat Book 14, Page(s) 58, Public Records of Miami Dade County, Florida.
2. Covenant Running with the land in favour of Metropolitan Dade County recorded in O.R. Book 15256, Page 4238, Public Records of Miami-Dade County, Florida.
3. Notice of Restriction of Construction Liens recorded in O.R. Book 23768, Page 1498, Public Records of Miami Dade County, Florida.
4. Subject to rights of tenants under unrecorded leases.
5. Assignment of Leases, Rents and Profits recorded in O.R. Book 27418, Page 1090, of the Public Records of Miami Dade County, Florida.
6. State of Florida Uniform Commercial Code Financing Statement recorded in O.R. Book 27418, Page 1097, of the Public Records of Miami-Dade County, Florida.
7. Mortgage in the sum of \$900,000.00 from Coral Way Shopping Center LLC, a Florida limited liability company, to Eastern National Bank, a National Banking Corporation, its successors and or assigns, dated September 10, 2010 and recorded September 13, 2010 in the Official Records Book 27418, Page 1071, of the Public Records of Miami Dade County, Florida.

I HEREBY CERTIFY that I have reviewed all the aforementioned encumbrances and exceptions and that none of them hinder or affect the recording or enforcement of the Restrictive Covenant.

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

<u>Name</u>	<u>Interest</u>	<u>Special Exception Number</u>
Eastern National Bank	Mortgage	7
Carol Jewelers	Lease	4

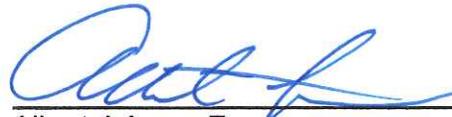
The following is a description of the aforementioned abstract and its continuations:

<u>Number</u>	<u>Company Certifying</u>	<u>No. of Entries</u>	<u>Period Covered</u>
Coralway	Attorneys' Title Fund Services, LLC	118	from 08/06/1992 to 11/07/2014

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 agreement.

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.

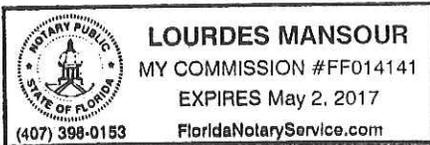
Respectfully submitted this 10th day of November 2014.



Albert J. Lazo, Esq.
Florida Bar No. 187739
201 Alhambra Circle, Suite 501
Coral Gables, FL 33134

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me this 10th day of November, 2014, by Albert Lazo, who is personally known to me or has produced _____, as identification.


Notary Public

Lourdes Mansour
Print Name

My Commission Expires: