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CFN 2008R0097522  
OR Bk 26198 Pgs 4915 - 4919; (5pgs)  
RECORDED 02/05/2008 15:28:36  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

Covenant Running with the Land  
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This instrument was prepared by:  
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9130 S. Dadeland Blvd.  
Miami, FL 33156

A/18

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DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned Owners hold 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

WHEREAS, a Declaration of Restrictions was recorded (CFN 2006R0023579) encumbering certain property ; and

WHEREAS, a hearing was held to delete a portion of the legal description in said Declaration and reflected in the Resolution (No. CZAB12-37-06). The revised legal description is described in Exhibit A attached hereto and made a part hereof. This revised legal description deletes the north 5 feet of Lot 21 in Block 6 of the BYRWOOD, according to the Plat thereof as recorded in Plat Book 27 at Page26 of the Public Records of Miami-Dade County, Florida; and

WHEREAS, this Declaration is being recorded to correct the legal description in accordance with Resolution No. CZAB12-37-06.

IN ORDER TO ASSURE the County that the representations made by the owner during consideration of Public Hearing No. Z04-374 will be abided by the Owners freely, voluntarily and without duress make 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 Angel Milanes, AIA, entitled, "The Train Station," dated the 17<sup>th</sup> day of November, 2005, 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. The applicant shall install along the east and west property lines and on both sides of the entrance driveway, large canopy trees such as live oak, mahogany or satin leaf, 12' hig h at the time of planting and spaced 20' on center.
3. The applicant shall install in the area along the south property lines in 2 staggered rows, large canopy trees such as live oak, mahogany or satin leaf, 12' h igh at time of planting.
4. The parking areas and the driveways between the buildings and the walkway shall be paved.
5. The applicant shall install a 5' high CBS or pre cast wall along the north and west property lines.
6. Except as modified herein, all conditions, limitations and restrictions of the original Declaration shall remain in full force and effect.



Handwritten initials or signature.

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**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 Owners 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 Owners, 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. Owners, 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 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 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 Owners 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.

**Owners.** The term Owners shall include the Owners, and their heirs, successors and assigns.

[Execution Pages Follow]

(Space reserved for Clerk)

**ACKNOWLEDGMENT TRUSTEE**

Signed, witnessed, executed and acknowledged on this 29<sup>th</sup> day of January, 2008.

WITNESSES:

[Signature]  
Signature  
JAMES F. COMANOR  
Print Name

[Signature]  
Signature  
VICTOR VAZQUEZ  
Print Name

[Signature] AS TRUSTEE  
Trustee Signature  
M. J. MENENDEZ  
Print Name

Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF LOUISIANA

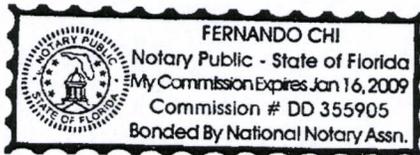
COUNTY OF: MIAMI-DADE

The foregoing instrument was acknowledged before me by H. J. MENENDEZ Trustee, to me personally known or has produced \_\_\_\_\_, as identification and who acknowledged the foregoing instrument for purposes therein contained, and acknowledged that he was authorized under the trust to execute said document on behalf of the beneficiaries of the trust.

Witness my signature and official seal this 28 day of JANUARY, 2008, in the County and State aforesaid,

[Signature]  
Notary Signature

My Commission Expires \_\_\_\_\_  
\_\_\_\_\_



**Exhibit A**

**Legal Description:**

A portion of Florida East Coast Railway's Right-of- Way in Section 23, Township 54 South, Range 40 East, lying and being in Miami Dade County, Florida. Lying 19480 feet south of the centerline of S.W. 40th Street (Bird Road), said centerline of S.W. 40th Street (Bird Road) also being the North line of said section 23 bounded on the west by a line parallel to and 50 feet east of the centerline of the Florida East Coast Railway main line track as now established and bounded on the south of the south line of the North 1/2, of the Northeast 1/4, of said section 23 and North line of tract D of Ludlum Point addition, according to the plat thereof as recorded in Plat Book 129, at page 84, of the public records of Miami Dade County, Florida, and bounded on the east by the West line of Lots 1 through 34, in Block 6, of Brywood, according to the plat thereof as recorded in the Plat Book 27, at page 26, of the public records of Miami Dade County, Florida; also being bounded on the East by the West line of Lots 1 through 14 and the Southerly extension thereof of Escotial, according to the Plat thereof as recorded in Plat Book 92, at page 11, of the public records of Miami Dade County, Florida, said boundary being the West line of the East 1/2, of the Northeast 1/4 of said section 23.

**Also know as:**

That portion of the Northwest 1/4, of the Northeast 1/4 , of section 23, Township 54 South, Range 40 East, lying 50 feet East of the centerline of the Florida East Coast Railway main track as now established, less the north 19480 feet thereof, having an area of 115, 804.0 square feet or 2, 653 acres net more or less

And

The North 25 feet of the Southwest 1/4, of the Northeast 1/4 , of section 23, Township 54 South, Range 40 East, lying 50 feet East of the centerline of Florida East Coast Railway main track as now established

And

Lots 19 and 20 and the North 5 Feet of Lot 21, in Block 6, of the Brywood, According to the Plat thereof as recorded in the Plat Book 27, at page 26, of the public records of Miami Dade County, Florida.

STATE OF FLORIDA, COUNTY OF DADE  
I HEREBY CERTIFY that this is a true copy of the  
original filed in this office on FEB 5 2008 day of  
WITNESS my hand and Official Seal  
HARVEY BLVIN, CLERK, of Circuit and County Courts  
By [Signature] 6533 D.C.

