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This instrument was prepared by:

Name: Leila M. Jackson Batties, Esq.
Address: Akerman Senterfitt & Eidson
One Southeast Third Avenue, 28th Floor
Miami, Florida 33131

03R287697 2003 MAY 02 11:22

(Space Reserved for Clerk of the Court)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned, TAMIAMI KENDALL INVESTMENTS, INC. (the "Owner"), holds the fee simple title to that certain parcel of land, which is legally described in Exhibit "A" to this Declaration (hereinafter the "Property");

NOW, THEREFORE, in order to assure Miami-Dade County (the "County") that the representations made by the Owner during consideration of Public Hearing No. 99-413 (the "Application") will be abided by, the Owner freely, voluntarily and without duress, makes the following Declaration of Restrictions covering and running with the Property:

1. **Site Plan.** (a) The Property shall be developed in substantial accordance with the plans entitled "The Courts at Tuscany," as prepared by Oliva-Meoz Architects Planners, Inc., dated stamped received November 20, 2002, and consisting of six (6) sheets, as may be modified at the public hearing on the Application (the "Plan").

(b) Prior to the final zoning inspection for any dwelling unit on the Property that backs up to SW 136th Street, the Owner shall install and, thereafter, maintain a twenty-five foot (25') wide, continuous (except for points of ingress and egress) landscape buffer along SW 136th Street. Said landscape buffer shall consist, at a minimum, of the following: a three feet (3') high earthen berm; a six feet (6') high green or black vinyl clad chain link fence to be installed at the



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top of the berm; a hedge (either ficus, orange jasmine or any such other species as may be acceptable to the Department of Planning and Zoning) to be planted on the street side of the fence at a height of three (3) to four (4) feet at the time of planting; and trees (either green buttonwood, mahogany or such other species as may be acceptable to the Department of Planning and Zoning) to be planted at a minimum height of twelve (12) to fourteen (14) feet and no farther than twenty-five (25) feet on center.

2. **Density Restriction.** The density on the Property shall be limited to three hundred twenty- four (324) townhomes.

3. **Noise Level Reduction.** All of the residential dwelling units within the Property shall incorporate at least a 25 decibel (db) Noise Level Reduction (NLR) into the design and construction of said structures.

4. **Airport and County Protection From New Residential Development Within the 65 NL Noise Contour or Greater, OLZ and OSZ Areas.** 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.

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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 the 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 HEY 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 KTMB'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 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.

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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 HEY 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 KTMB'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

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.

6. **Restrictions and ASPR Approval 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 which is depicted on the Plan as "Parcel C" (the "Commercial Parcel") as follows:

A. **ASPR Approval of Development Plans.** Notwithstanding the BU-1A zoning classification of the Commercial Parcel, prior to the issuance of a building permit for any improvements within the Commercial Parcel, the Owner shall submit to the Miami-Dade County Planning and Zoning Department a separate application for ASPR approval of the site development plans for the Commercial Parcel. Said plans shall include, at a minimum, the installation of a landscape buffer along the entire frontage of the Commercial Parcel with SW 136th Street, at least twenty-five feet (25') in width (the "Landscaped Buffer"). Prior to the issuance of a certificate of use and occupancy, the Landscaped Buffer shall be improved, and thereafter maintained, in the same manner as the landscaping shown on the Plan along SW 136th Street for the residentially zoned portions of the Property.

B. **Use 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 the Commercial Parcel to those uses listed below:

- Apparel stores
- Automobile tires, batteries, and accessories (new) retail only, installation permitted.
- 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 sales
- Dry cleaning establishments, using nonflammable solvents in self-contained dry cleaning units of the Prosperity type or Dedrick type or an equal approved by the Director, provided such establishments contain not more than four thousand (4,000) square feet of floor area.
- Employment agencies
- Fast food restaurants
- Florist shops
- Gasoline station with mini-mart & car wash
- Grocery stores, fruit stores, health food stores, delicatessen, meat and fish markets, and other similar food stores
- Hardware stores
- Health and exercise club
- Interior design shops
- Jewelry stores, including incidental sales and purchases of used jewelry
- Mail order offices, without storage or products sold

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- Newsstands
- Offices
- Office supplies and equipment sales
- 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 stations 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 screened or located altogether 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.
- 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
- Variety stores

C. **Hours of Operation and Loading Hours.** No retail or office establishment on the Property may be open to the public earlier than 7:00 AM or later than 11:00 PM. Further, no

loading area may be operated other than during the hours of 6:00 AM - 9:00 PM on weekdays, and 9:00 AM – 9:00 PM, on Saturdays.

D. Sign Restrictions. To the extent that the Owner desires to install a free standing, point of sale sign on the Property, any such sign shall be of a monument type and shall be limited to a height of six feet (6'). In addition, no sign may be placed on the second story of any structure facing the southern property line.

E. Lighting Restrictions. The Owner agrees that the light standards that will be utilized on the Property shall be designed and operated in accordance with the Miami-Dade County Code.

F. Minimum Setbacks. Any building that may be developed on the Property shall be setback at least fifty feet (50') from the southern property line. In addition, no trash enclosure may be placed within fifty feet (50') of the southern property line.

G. Maintenance Standards. The Owner shall be responsible for the maintenance of the Property free of refuse or debris so as to prevent any adverse impact in the adjacent residential areas and for the maintenance of all landscaping within the Property.

H. Loudspeakers. The use of outdoor loudspeakers anywhere within the Property shall be prohibited.

I. Height Restrictions. No structure within the Commercial Parcel may exceed two stories in height.

J. Trash Containers. All trash containers at the Property shall be fully enclosed on all sides by structural elements.

K. Architectural Design of Premises. In consideration of the proximity of the Property to a residential neighborhood, any building that may be developed on the Property 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.

L. **Curb Cut and Truck Traffic Restrictions.** Only two curb cuts will be allowed on SW 136 Street within the Commercial Parcel. Further, delivery trucks shall be prohibited from entering or exiting the Commercial Parcel through SW 136 Street.

7. **Final Zoning Inspections Withheld.** No final zoning inspection shall be granted for any dwelling unit within the Property, except for sales trailers and model units, until August 1, 2004.

8. **Improvement of SW 136th Street and SW 127th Avenue.** Prior to the final zoning inspection for any dwelling unit on the Property, the Owner agrees to improve those portions of SW 136th Street and SW 127th 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.

9. **Improvement of SW 127th Avenue from SW 124th Street to SW 128th Street.** In addition to the foregoing, the Owner shall use its best efforts to secure the right-of-way necessary for the construction of two lanes of a future four lane roadway on SW 127th Avenue, from SW 124th Street to SW 128th Street. Prior to the final zoning inspection for the 100th dwelling unit, the Owner shall design and then construct or cause the construction of said roadway improvement. The obligation to construct said roadway improvement shall be subject to (1) the availability of right-of-way and (2) the Director's approval of an application for a contribution in lieu of impact fees, as provided in Chapter 33E of the Code of Miami-Dade County for the cost of the design and construction of the improvements. In the event that the Owner does not construct or cause the

construction of SW 127th Avenue, from SW 124th Street to SW 128th Street, in accordance with this Paragraph, the Owner shall not be entitled to a credit of the road impact fees assessed against the development of the Property.

10. **In-Kind Contribution-in-Lieu of Park Improvement Fee.** The Miami-Dade Parks and Recreation Department owns that certain public park facility known as the "Three Lakes" park, which, when completed, will consist of three soccer fields and accessory uses and structures, and is generally located east of SW 137th Avenue, north of SW 136th Street (the "Three Lakes Park"). The Parks and Recreation Department is currently in the process of making improvements to the Three Lakes Park. The Department has identified certain improvements (the "Improvements") to the Three Lakes Park that the Owner shall carry out in lieu of the payment of the local park improvement fee component of the Park Impact Fee assessment that will be assessed and collected by the County in connection with the future development of the Property, all in accordance with the provisions of Section 33H-7(c) of the Code of Miami-Dade County. As identified by the Department, the Improvements will consist of the completion of the last soccer field, including excavation, filling, lighting (if necessary and subject to the Parks and Recreation Department approval), grading, and the installation of sod and irrigation, all in accordance with the plans and specifications to be provided by the Department. As such, prior to the issuance of a building permit for any dwelling unit (other than model home units) within the Property, the Owner shall complete the Improvements to the Three Lakes Park. The obligation to construct the Improvements shall further be subject to the Parks and Recreation Director's approval of a credit for the Improvements pursuant to Section 33H-7(c) and 33H-15(c) of the Code of Miami-Dade County and a reimbursement to the extent that the cost of the Improvements exceeds the amount of the local

public park improvement fee that would be assessed by the County against the future development of the Property under Chapter 33H of the Code.

11. **Miscellaneous.**

A. **County Inspection.** As further part of this Declaration, it is hereby understood and agreed that any official inspector of the 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.

B. **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 the 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, its 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 public welfare.

C. **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 that 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.

D. **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 such portion of the Property that is covered

under such modification, amendment or release, 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, or other procedure permitted under the Miami-Dade County Code, whichever by law has jurisdiction over such matters, after public hearing, if required.

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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. Recording. This Declaration shall be filed of record in the Public Records of Miami-Dade County, Florida, at the cost to the Owner, following the adoption by the Miami-Dade County Board of County Commissioners or Community Zoning Appeals Board of a resolution approving the Application.

[Signature Pages Follow]

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EXHIBIT "A"**LEGAL DESCRIPTION OF APPLICATION PROPERTY**

The East 1/2 of the West 1/2 of the SE 1/4 of the SE 1/4 in Section 14, Township 55 South, Range 39 East, of the Public Records of Miami-Dade County, Florida.

AND

The North 448.00 feet of the Southeast 1/4 of the Southeast 1/4 of Section 14, Township 55 South, Range 39 East, Miami-Dade County, Florida.

AND

The Southeast 1/4 of the Southeast 1/4 of Section 14, Township 55 South, Range 39 East, Miami-Dade County, Florida, less the North 448.00 feet and the East 540.00 feet thereof.

AND

That portion of the Southeast 1/4 of the Southeast 1/4 of Section 14, Section 14, Township 55 South, Range 39 East, Miami-Dade County, Florida, more particularly described as follows:

Commence at the Southeast corner of the Southeast 1/4 of the Southeast 1/4 of said Section 14; thence run South 87°47'04" West along the South line of the Southeast 1/4 of said of Section 14, for a distance of 525.83 feet to a point; thence run North 02°20'51" West for a distance of 774.91 feet to the Point of Beginning of the parcel of land herein after described; thence continue North 02°20'51" West for a distance of 70.00 feet to a point; thence run South 87°39'09" West for a distance of 55.00 feet to a point; thence run South 02°20'51" East for a distance of 70.00 feet to a point; thence run North 87°39'09" East for a distance of 55.00 feet to the Point of Beginning; containing 3,850 square feet more or less.

AND

The East 540.00 feet of the southeast 1/4 of the Southeast 1/4 of Section 14, Township 55 South, Range 39 East, Miami-Dade County, Florida, less the North 448.00 feet thereof.

OPINION OF TITLE

To: MIAMI-DADE COUNTY

With the understanding that this Opinion of Title is furnished to Miami-Dade County, Florida, as an inducement for acceptance of a Declaration of Use/Unity of Title/Declaration of Restrictions/Development Agreement or in compliance with Chapter 28, and as an inducement for acceptance of a proposed final subdivision plat covering the real property hereinafter described, it is hereby certified that I have examined the Abstract of Title covering the period from the beginning to January 29, 2003, at 11:00 P.M., inclusive, of the following described property:

EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Basing my (our) opinion on the evidence described 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:

Tamiami Kendall Investments, Inc., a Florida Corporation

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

1. **RECORDED MORTGAGES:**

1. Mortgage from TAMIAMI KENDALL INVESTMENTS, INC., a Florida Corporation, in favor of KENDALL TAMIAMI AIRPORT INDUSTRIAL, LTD., a Florida Limited Partnership, dated May 13, 1999, recorded May 18, 1999 @ 10:40 a.m., under Clerk's File No. 99R256473, in Official Records Book 18612, at Page 2694, of the Public Records of Miami-Dade County, Florida, now held by TURNBERRY BANK, by Assignment of Mortgage recorded on November 29, 2001 in Official Records Book 20041, at Page 4454 and recorded December 12, 2001 in Official Records Book 20073, at Page 3360.
2. Mortgage from TAMIAMI KENDALL INVESTMENTS INC., a corporation existing under the laws of the State of Florida in favor of RANDOLPH A. MCKEAN, AS TRUSTEE OF THE UNRECORDED 136 STREET TRUST, dated May 17, 2000, recorded May 23, 2000 @ 4:05 P.M. in Official Records Book 19123, at Page 3978, of the Public Records of Miami-Dade County, Florida, in the original principal sum of \$482,500.00.

2. **RECORDED MECHANICS LIENS, CONTRACT LIENS & JUDGMENTS: NONE.**

3. GENERAL EXCEPTIONS:

1. All taxes and assessments for the year in which this Opinion is rendered, and subsequent years.
2. Rights or claims of persons other than the above owner who is in possession.
3. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any facts or matters not of record which would be disclosed by an accurate survey and inspection of the premises.
4. Any unrecorded labor, mechanics' or materialmen' liens.
5. Zoning and other restrictions imposed by governmental authority.

4. SPECIAL EXCEPTIONS:

1. UCC-1 Security Agreement in favor of Kendall Tamiami Airport Industrial, Ltd. Recorded on May 20, 1999 in Official Records Book 18616, at Page 220.

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

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

<u>NAME</u>	<u>INTEREST</u>	<u>SPECIAL EXCEPTION #</u>
Tamiami Kendall Investments, Inc.	Fee Simple	N/A
Turnberry Bank	Mortgagee	1
Randolph A. McKean, as Trustee of the Unrecorded 136 Street Trust	Mortgagee	2

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

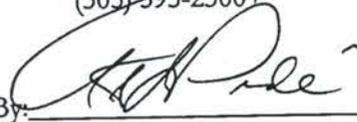
<u>NUMBER</u>	<u>COMPANY CERTIFYING</u>	<u># OF ENTRIES</u>	<u>PERIOD COVERED</u>
OPM-1728517	Attorneys' Title Insurance Fund	N/A	Beg. To 5/18/99 at 10:40 A.M.
Certified Printout	Attorneys' Title Insurance Fund, Inc.	9	5/18/99 to 1/29/03 at 11:00 PM

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 am a member in good standing of the Florida bar.

Respectfully submitted this 21st day of March, 2003.

Alberto J. Parladé
PARLADE & FIGUERAS
7050 S.W. 86th Avenue
Miami, Florida 33143
(305) 595-2300

By: 
Alberto J. Parladé, Esquire
Fla. Bar # 313823

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 21st day of March, 2003, by Alberto J. Parladé, who is personally known to me or has produced _____ as identification.

My Commission Expires: 6/25/04

Blanca E. Fernandez
NOTARY PUBLIC
Printed Name: Blanca E. Fernandez



EXHIBIT "A"

LEGAL DESCRIPTION OF APPLICATION PROPERTY

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