

RECORDED
INDEXED
SERIALIZED
FILED
MAY 17 2015
CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

CFN 2015R0733459
OR BK 29857 Pgs 639-644 (6Pgs)
RECORDED 11/17/2015 14:58:19
HARVEY RUBIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by:

Name: ROBERT HASSIN
Address: 11085 S.W. 48 ST
MIAMI FL 33165

A/44

(Space reserved for Clerk)

**DECLARATION OF USE
FOR A SINGLE FAMILY RESIDENCE**

In consideration of the issuance of a **building permit** as hereinafter described, the undersigned, Owner(s) EQUITY MORTGAGE BANKERS, LLC [If the owner is a Limited Partnership, Limited Liability Company or Joint Venture, an Opinion of Title must be submitted indicating who is authorized to execute the Declaration of Use.], of the property herein legally described, hereby agree and bind myself, or ourselves, and my, or our, heirs, successors and assigns as follows:

That the property herein described shall be used for a single family residence only and the plans submitted for said permit are designed and intended for such use only. The residence may contain **one (1)** area designated as guest quarters, hereinafter identified as a "Guest Quarters" provided that:

- a) The Property shall comply with the definition of a "one-family dwelling" pursuant to Section 33-1 of the County's Zoning Ordinance, as may be amended from time to time.
- b) No major kitchen appliances or fixtures shall be installed in the guest quarters, except for the following:
 - (i) Refrigerator
 - (ii) Microwave
 - (iii) Sink
- c) Only nonpaying and personal guests of the occupant(s) of the principal residence, which may include family, gratuitous guests, and domestic servants, as described above, shall occupy the Guest Quarters; and
- d) The owner/occupant(s) of the principal residence **shall not** :
 - (i) Rent the Guest Quarters or
 - (ii) Occupy the Guest Quarters and rent the principal residence.
- e) There must be a door connection into the main residence from the Guest Quarters that must be accessible at all times; and



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- f) That the property shall comply with Section 33-20.1.1 (Prima facie evidence of illegal multiple use or illegal subdivision of a residence), of the Code of Miami-Dade County.

The Property known as 11085 SW 48 ST, MIAMI FL 33165 (Address) and legally described as Lot 6 Block 75 Plat Book 65 Page 72 of the Public Records of Miami-Dade County, Folio 30-4019-006-0060 also describe as (metes and bounds)

Per Resolution 22AB10-16-15

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



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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.



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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.

The Owner understands and acknowledges that, pursuant to Chapter 8CC of the Code of Miami-Dade County, each verified violation of the approved use will result in the issuance of a ticket with a fine of \$500.00 for each day the violation exists. Unpaid fines will become a lien on the property.

[Execution Pages Follow]



(Space reserved for Clerk)

ACKNOWLEDGMENT CORPORATION

Signed, witnessed, executed and acknowledged on this 7th day of August, 2015.

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

Witnesses:

Diane K Kessell
Signature

DIANE L. KESSELL
Print Name

Noraida R. Garcia
Signature

NORAIDA R. GARCIA
Print Name

EQUITY MORTGAGE BANKERS, LLC
Name of Corporation

Address: 8300 NW 53RD ST, #10Z

DORAL, FL 33166

By [Signature]
(President, Vice-President or CEO*) MANAGING MEMBER

Print Name: RAUL BENITEZ

[*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 RAUL BENITEZ (Name) the MANAGING MEMBER (Title) of EQUITY MORTGAGE BANKERS, LLC (Corporation Name) corporation, on behalf of the corporation.

He/She is personally known to me or has produced _____ as identification.



(Space reserved for Clerk)

Witness my signature and official seal this 7th day of August,
2015, in the County and State aforesaid.



Diane L Kessell
Signature

DIANE L. KESSELL
Print Name

Notary Public-State of FLORIDA

My Commission Expires: SEPT. 10, 2015

STATE OF FLORIDA, COUNTY OF DADE
I HEREBY CERTIFY that this is a true copy of the
original filed in this office on 17 day of
Nov, A.D. 20 15
WITNESS my hand and Official Seal.
HARVEY RUVIN, CLERK, of Circuit and County Courts
By BY #021745 D.C.



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 a Declaration of Use for a single family residence, hereinafter described, it is hereby certified that I have examined a Title Insurance Commitment issued through WFG National Title Insurance Company having an order no. FL15555157 covering the period through October 22, 2015, at the hour 8:00 AM, inclusive, of the following property:

The Property known as: 11085 SW 48 Street, Miami, Florida 33165 (Address) and Legally described as: Lot 6 Block 75, Plat Book 65, Page 72, of the Public Records of Miami-Dade County. Folio: 30-4019-006-0060 (also describe as metes and bounds)

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

EQUITY MORTGAGE BANKERS LLC, a Florida limited liability company, ("Company") and that Raul Benitez and Virginia Benitez are authorized to sign on behalf of the Company as Authorized Signatory all of the following document:

Declaration of Use

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

1. **RECORDED MORTGAGES:**

NONE.

2. **RECORDED CONSTRUCTIONS 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 tenant(s) in possession, if any, under lease(s) not recorded in the Public Records.

4. **SPECIAL EXCEPTIONS:**

- A. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Fifth Addition to Westwood Lake, recorded in Plat Book 65, Page 72, of the Public Records of Miami-Dade County, Florida.
- B. Notice of Violation in favor of Miami-Dade County Regulatory and Economic Resources Department recorded in Official Records Book 29562, page 876.

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 Declaration of Restrictions.

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

<u>Name</u>	<u>Interest</u>	<u>Special Exception Number</u>
EQUITY MORTGAGE BANKERS LLC, a Florida Limited Liability Company	Owner	N/A

The following is a description of the aforementioned Alta Title Commitment, Ownership and Encumbrance Report and its continuations:

<u>Number</u>	<u>Company Certifying</u>	<u>No. of Entries</u>	<u>Period Covered</u>
Title Commitment No. FL 1555157	WFG National Title Insurance Company	N/A	1-1-15 to 10-22-15

