

Document prepared by  
Gary Sisler, 2600 Douglas Rd, Suite 901  
Coral Gables, FL 33134

(A)  
3



CFN 2003R0446121  
DR Bk 21389 Pgs 4949 - 4963f (15pgs)  
RECORDED 07/02/2003 09:27:44  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

Folio No. 30-2136-023-0020

36-52-41

**DECLARATION OF RESTRICTIONS**

P ✓  
C ✓  
D ✓  
O ✓

**WHEREAS**, the undersigned, David B. Anderson, Guardian of Sarah P. Anderson and Melvin P. Tanner and Shirley T. Tanner (collectively, the "Owner"), holds the fee simple title to the certain parcel of land located in unincorporated Miami-Dade County, Florida, which is described in Exhibit "A" to this Declaration (the "Property"), which statement as to title is supported by the attorney's opinion which is attached to this Declaration as Exhibit "B".

**WHEREAS**, the undersigned BKCLP, Ltd, (the "Lessee") has a 99 year leasehold interest in the Property.

**NOW, THEREFORE, IN ORDER TO ASSURE** the County that the representations made by the Owner during consideration of Public Hearing Resolution No. CZAB8-14-01 (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) That in the approval of the plan, the same be substantially

In accordance with that submitted for the hearing entitled "Proposed Office Building for Van Wagner Company", as prepared by Halberstein Hurtak Linkewer

& Associates, dated received on 2/7/01 and consisting of three sheets, except as may be modified by the Board during its' consideration of the Application.

2. **Withdrawal of non-use requirements**

The following non-use variances were withdrawn at the hearing and shall not be considered as a part of the aforementioned Plan:

- a) Non-use variance of parking requirements to permit 11 parking spaces (25 parking spaces required).
- b) Non-use variance of landscape requirements to permit lawn area of 86.66 % (20% maximum allowed).
- c) Non-use variance of setback requirements to permit a setback of 25.79 ' from the front (west) property line (29.79 ' required); thereafter 1' of setback required for each 5 ' of building height above 40 '.

3. **Use Restrictions:**

Notwithstanding the BU-3 zoning classification of the Property, the Owner and Lessee shall limit the use of the Property to those uses enumerated in the BU-2 zoning district and those uses specifically depicted in the Plan and all conditions of Resolution CZAB8-14-01 will remain in force.

4. **Land Designated for Public Park:** Owner and Lessee agree that the portion of the Property labeled "Proposed Park Area" on the Plan is intended to be used as a park open to the public. Lessee further agrees to maintain said park area so that the Public benefit will be at no cost to the County.
5. **Water Conservation:** Lessee further agrees to utilize water conservation measures with regard to the irrigation of said park.
6. **County Inspection:** As a 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.
7. **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 public welfare.
8. **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.
9. **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 mortgages, 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 procedures 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.

10. **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.
11. **Authorization for Miami-Dade County to Withhold Permits and Inspections:** In the event the terms of this Declaration are not 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.
12. **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.
13. **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.
14. **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.
15. **Recording:** This Declaration shall be filed or 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 Commissioners or Community Zoning Appeals Board of a resolution approving the application.

**Exhibit A – Declaration of Restrictions**

**Re: Folio # 30-2136-023-0020**

**Legal Description:**

**Lots 11 through 29, Block 2, SEVENTH AVENUE MANOR, less the east 3 feet Of said Lots 11 and Lot 29, and less the West 15 feet of Lots 15 through 25, Block 2, of SEVENTH AVENUE MANOR, according to the Plat thereof as recorded in Plat Book 19, Page 79, of the Public Records of Miami-Dade County, Florida**

(Space reserved for Clerk)

**ACKNOWLEDGMENT  
LIMITED PARTNERSHIP**

Signed, witnessed, executed and acknowledged on this 28 day of Feb., 2003.

**WITNESSES:**

[Signature]

Signature

[Signature]

Print Name

Signature

THOMAS J DIXON

Print Name

BIKLP, LTD

Name of Limited Partnership

By

[Signature]  
General Partner

Print Name: ELLEN W. SPITZER

Address:

PO BOX 220650

HOLLYWOOD

FL 33022-0650

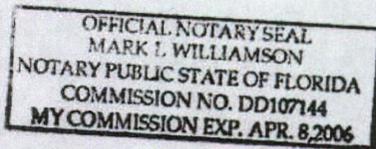
(Space reserved for Clerk)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by Ellen W. Spitzer as General Partner for BKCP, Ltd. and who acknowledged the foregoing instrument for the purposes therein contained, and acknowledged that he was authorized under the trust to execute said instrument on behalf of the beneficiaries of the trust.

Witness my signature and official seal this 28 day of Feb, 2003 in the County and State aforesaid.



Mark L. Williamson

Notary Public-State of Florida

Mark L. Williamson  
Print Name

My Commission Expires:

(Space reserved for Clerk)

**ACKNOWLEDGMENT  
INDIVIDUAL**

Signed, witnessed, executed and acknowledged on this 19 day of May,  
2003

**WITNESSES:**

[Signature]  
Signature  
Deirdra Estevez  
Print Name  
Nancy M. [Signature]  
Signature  
NANCY MURKIN  
Print Name

[Signature]  
Individual Signature  
GARY SKLER  
Print Name  
Address: 2600 Douglas Rd  
Suite 901  
Carroll Gardens, IL 33334

(Space reserved for Clerk)

STATE OF Florida

COUNTY OF miami-dade

The foregoing instrument was acknowledged before me by Gary Sisler, who is personally known to me or has produced \_\_\_\_\_, as identification.

Witness my signature and official seal this 19<sup>th</sup> day of May, 2003, in the County and State aforesaid.



Deborah H. Matthews

Notary Public-State of Florida

Deborah H. Matthews  
Print Name

My Commission Expires:

(Space reserved for Clerk)

ACKNOWLEDGMENT  
INDIVIDUAL

Signed, witnessed, executed and acknowledged on this 17 day of March,  
2003.

WITNESSES:

Shea Thomas  
Signature  
Shea Thomas  
Print Name  
[Signature]  
Signature  
RANDALL S. ROSS  
Print Name

Melvin P. Tanner, Sr.  
Individual Signature  
Melvin P. Tanner, Sr.  
Print Name  
Address:  
6874 N.E. CAPRICORN LN  
PREMERTON  
WA 98311

(Space reserved for Clerk)

STATE OF WA

COUNTY OF Kitsap

The foregoing instrument was acknowledged before me by Melvin P. Turner Trustee, to me personally known or produced driver's license, as identification and who acknowledged the foregoing instrument for the purposes therein contained, and acknowledged that he was authorized under the trust to execute said instrument on behalf of the beneficiaries of the trust.

Witness my signature and official seal this 17<sup>th</sup> day of March, 2003 in the County and State aforesaid.

Mandy McColburn

Notary Public-State of WA

Mandy McColburn  
Print Name

My Commission Expires: 09-15-05



(Space reserved for Clerk)

**ACKNOWLEDGMENT  
INDIVIDUAL**

Signed, witnessed, executed and acknowledged on this 17 day of MARCH,  
2003.

**WITNESSES:**

Shea Thomas  
Signature

Shea Thomas  
Print Name

Randall S. Ross  
Signature

Randall S. Ross  
Print Name

Shirley T. Tanner  
Individual Signature

Shirley T. Tanner

Shirley T. Tanner  
Print Name

Address:  
6874 NE CARRICORN LN  
BREM. WA  
98311

(Space reserved for Clerk)

STATE OF WA

COUNTY OF Kitsap

The foregoing instrument was acknowledged before me by Shirley T. Tanner, Trustee, to me personally known or produced drivers license as identification and who acknowledged the foregoing instrument for the purposes therein contained, and acknowledged that he was authorized under the trust to execute said instrument on behalf of the beneficiaries of the trust.

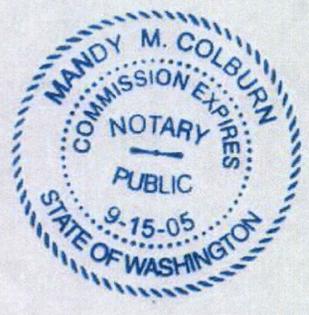
Witness my signature and official seal this 17 day of March, 2007 in the County and State aforesaid.

Mandy M Colburn

Notary Public-State of WA

Mandy M Colburn  
Print Name

My Commission Expires: 09-15-05



(Space reserved for Clerk)

**ACKNOWLEDGMENT  
GUARDIAN**

Signed, witnessed, executed and acknowledged on this 1st day of April,  
2003.

**WITNESSES:**

Hilda Renfrow  
Signature

Hilda Renfrow  
Print Name

Lorraine Duman  
Signature

LORNAINE DUMAN  
Print Name

David B. Anderson, parent/guardian  
Guardian Signature

Sarah Patricia Anderson  
Print Name

Address:

8 ALTMONT CT

DURHAM NC 27705

(Space reserved for Clerk)

STATE OF North Carolina

COUNTY OF Wake

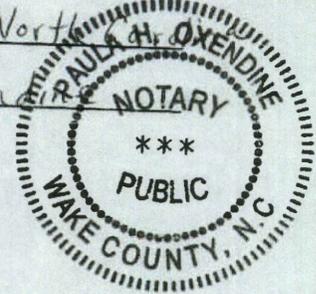
The foregoing instrument was acknowledged before me by David B. Anderson,  
Trustee, to me personally known or produced driver's license, as identification  
and who acknowledged the foregoing instrument for the purposes therein contained, and  
acknowledged that he was authorized under the trust to execute said instrument on behalf of the  
beneficiaries of the trust.

Witness my signature and official seal this 1st day of April, 2003 in  
the County and State aforesaid.

Paula H. Oxendine

Notary Public-State of North

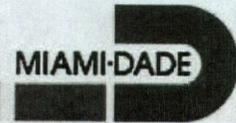
Paula H. Oxendine  
Print Name



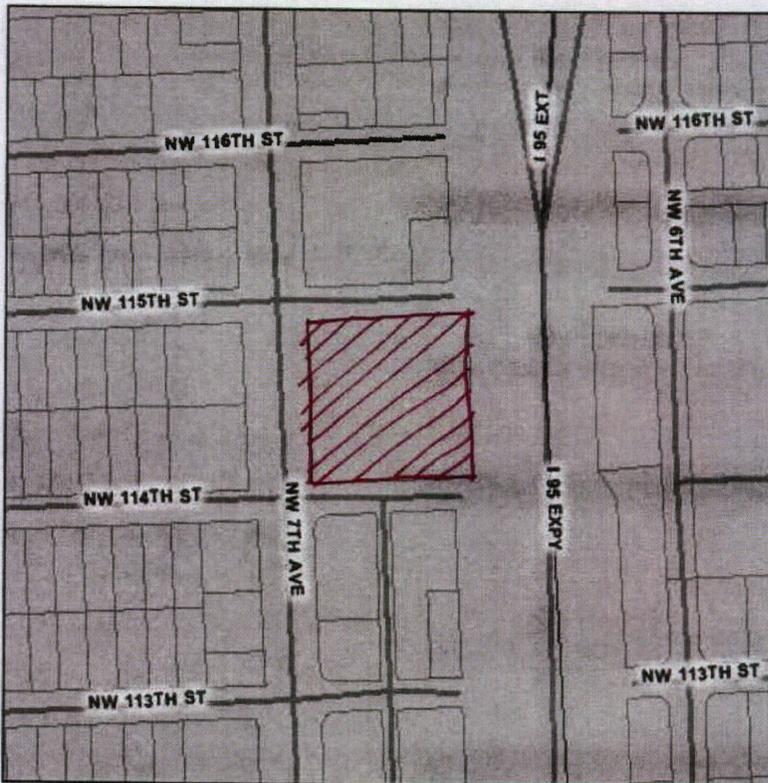
My Commission Expires: 2-14-2006

**My Home**  
Miami-Dade County, Florida

**miamidade.gov**



**Property Information Map**



0 ————— 129 ft

This map was created on 12/11/2003 10:07:55 AM for reference purposes only.

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**Close**

**Summary Details:**

Folio No.:	30-2136-023-0020
Property:	
Mailing Address:	SARAH PATRICIA ANDERSON  PO BOX 220650 HOLLYWOOD FL 33022-0650

**Property Information:**

Primary Zone:	6600 LIBERAL COMMERCIAL
CLUC:	0065 PARKING LOT
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adj Sq Footage:	0
Lot Size:	78,910 SQ FT
Year Built:	0
Legal Description:	36 52 41 7TH AVE MANOR PB 19-79 LOTS 11 TO 29 INC LESS E3FT OF LOTS 11 & 29 & LESS W15FT OF LOTS 15 TO 25 INC BLK 2 LOT SIZE IRREGULAR

**Sale Information:**

Sale O/R:	
Sale Date:	1/2001
Sale Amount:	\$0

**Assessment Information:**

Year:	2003	2002
Land Value:	\$276,185	\$276,185
Building Value:	\$16,229	\$15,680
Market Value:	\$292,414	\$291,865
Assessed Value:	\$292,414	\$291,865
Total Exemptions:	\$0	\$0
Taxable Value:	\$292,414	\$291,865