

This instrument was prepared by:  
Name: Juan J. Mayol, Jr.  
Greenberg, Traurig, Hoffman,  
Lipoff, Rosen & Quentel, P.A.  
1221 Brickell Avenue  
Miami, Florida 33131

(Space reserved for  
Clerk)

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**DECLARATION OF RESTRICTIONS**

KNOW ALL BY THESE PRESENTS that the undersigned, Owner of the following described property (the "Property"), lying, being and situated in Dade County, Florida, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO**

WHEREAS, the Owner has filed Application No. 96-360 (the "Application") with Dade County; and

WHEREAS, the Application seeks approval of a district boundary change from AU to RU-1.

NOW, THEREFORE, IN ORDER TO ASSURE the Dade County Board of County Commissioners and the School Board of Dade County, Florida that the representations made to them by the Owner during their consideration of 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) **Monetary School Donation Based on Value In Lieu of Land.**

In order to help meet future public schools needs generated by this Application, the Owner shall voluntarily contribute funds to the Dade County School Board equal to \$54,000.00 (the "Contribution"). The Contribution is intended to allay the cost of such things as site work, change orders or infrastructure being constructed to serve schools within the school system. However, this instrument shall not be construed to limit the ability of the Dade County School Board to spend the Contribution as may be necessary and appropriate.

The total Contribution shall be paid in one (1) installment in the amount of \$54,000.00 within sixty (60) days following the approval of the Application by the Dade County Board of County Commissioners.

The Owner acknowledges and agrees that this Contribution to the Dade County School Board shall not

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entitle the Owner or its successors and assigns to a credit against the amount of the educational facilities impact fee that will be assessed against the future development of the Property.

(2) Authorization for Department of Planning, Development and Regulation (or its successor) to Withhold Permits and Inspections.

In the event the Owner does not comply with the terms of this Declaration, in addition to any other remedies available, the Dade County Department of Planning, Development and Regulation (or its successor) 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.

(5) Miscellaneous.

A. 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.

B. Inspection. It is hereby understood and agreed that any official inspector of the Dade County Department of Planning, Development and Regulation (or its successor), or its agents duly authorized, has the privilege at any time during normal working hours of entering and investigating the use of the premises to determine whether the requirements of the Building and Zoning regulations and the conditions of this Declaration are being complied with.

C. Application of Declaration. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the Property and for the public welfare.

This Declaration on the part of the Owner shall constitute a covenant running with the land, shall be recorded in the public records of Dade County, Florida, and shall remain in full force and effect and be binding upon the undersigned, their heirs, successors and assigns.

D. Term of Declaration. This declaration on the part of the Owner shall run with the land and shall be binding upon the undersigned, heirs, successors and assigns for an initial period of thirty (30) years from the date this Declaration is recorded in the Public Records of Dade County, Florida, and shall be extended automatically for successive periods of ten (10) years each,

thereafter, unless an instrument executed by the, then, fee-simple owner(s) of the Property has been recorded agreeing to change the covenants in whole, or in part, provided that the Declaration has first been modified, amended or released as set forth in Paragraph E below.

E. Release, Modification or Amendment. This Declaration 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, provided that the same is also approved after public hearing by resolution of the Zoning Appeals Board or the Board of County Commissioners, whichever by law has jurisdiction; and provided further that the same is also approved by the Dade County School Board.

Should this Declaration of Restrictive Covenants be so modified, amended or released, the Director of the Dade County Department of Planning, Development and Regulation, or of its successor agency, shall forthwith execute a written instrument in recordable form effectuating and acknowledging such modification, amendment or release.

F. Enforcement. Enforcement shall be by action against any parties or persons 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 an attorney. This enforcement provision shall be in addition to any other remedies available at law or in equity or both.

G. 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.

H. Severability. Invalidation of any one of these covenants by judgment of Court in no way shall affect any of the other provisions which shall remain in full force and effect.

I. Recording. This Declaration shall be filed of record in the public records of Dade County, Florida at the cost of the Owner following the adoption by the Dade County Board of County Commissioners of a resolution approving the Application.

Signed, witnessed, executed and acknowledged this 13 day of December, 1996.

Witnesses:

Nora Ann Lupo  
NORA ANN LUPPO

By: R.O. Lovell  
R.O. Lovell

Witnesses:

Nora Ann Lupo  
NORA ANN LUPPO

By: Ruth Lovell  
Ruth Lovell, as Co-Personal Representative of the Estate of E.B Lovell

Witnesses:

Nora Ann Lupo  
NORA ANN LUPPO

By: Valerie Lovell White  
Valerie Lovell White, as Co-Personal Representative of the Estate of E.B Lovell

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF DADE )

The foregoing instrument was acknowledged before me this 13  
day of December, 1996 by R.O. Lovell. He personally appeared  
before me, is personally known to me or produced \_\_\_\_\_  
as identification, and [did] [did not] take an oath.

[NOTARIAL SEAL]

Notary: Nora Ann Lupo  
Print Name: NORA ANN LUPU  
Notary Public, State of FLORIDA  
My commission expires: \_\_\_\_\_

OFFICIAL NOTARY SEAL  
NORA ANN LUPU  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC 170319  
MY COMMISSION EXPIRES JULY 5, 1999

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF DADE )

The foregoing instrument was acknowledged before me this 18  
day of December, 1996 by Ruth Lovell and Valerie Lovell White,  
as Co-Personal Representatives of the Estate of E.B. Lovell. They  
personally appeared before me, is personally known to me or  
produced \_\_\_\_\_ as identification, and [did]  
[did not] take an oath.

[NOTARIAL SEAL]

Notary: Nora Ann Lupo  
Print Name: NORA ANN LUPU  
Notary Public, State of FLORIDA  
My commission expires: \_\_\_\_\_

OFFICIAL NOTARY SEAL  
NORA ANN LUPU  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC 170319  
MY COMMISSION EXPIRES JULY 5, 1999

EXHIBIT "A"

## LEGAL DESCRIPTION:

## PARCEL I:

A portion of Tracts 61 through 64, "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION" of Section 15, Township 52 South, Range 40 East, according to the plat thereof, recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the Center of said Section 15 and run South 2 degrees 14 minutes 22 seconds East along the West line of the Southeast 1/4 of said Section 15 for 144.16 feet to the Point of Beginning of the parcel hereinafter described, said point being the Southwest corner of the plat of "FOURTH ADDITION TO ROYAL OAKS" as recorded in Plat Book 131 at Page 53 of the Public Records of Dade County, Florida; thence South 89 degrees 33 minutes 06 seconds East along the South line of said "FOURTH ADDITION TO ROYAL OAKS" for 1261.71 feet; thence South 2 degrees 15 minutes 40 seconds East for 25.01 feet; thence South 89 degrees 33 minutes 06 seconds East for 27.00 feet to point that is 30 feet West of the East line of the aforementioned Tract 64, said point lying in the Westerly Right-of-Way line of N. W. 79th Avenue; thence South 2 degrees 15 minutes 40 seconds East along said Westerly Right-of-Way line of N.W. 79th Avenue for 911.14 feet; thence North 89 degrees 33 minutes 06 seconds West, along a line parallel with and 935.10 feet South of, as measured at right angles to, the aforesaid South line of "FOURTH ADDITION TO ROYAL OAKS" for 1289.06 feet to the West line of the aforesaid Southeast 1/4 of Section 15; thence North 2 degrees 14 minutes 22 seconds West, along the West line of the Southeast 1/4 of Section 15, for 936.13 feet to the Point of Beginning, lying and being in Dade County, Florida.

CONTINUED ON ATTACHED PAGE

PARCEL II:

and

A portion of Tracts 58 through 61, "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION" of Section 15, Township 52 South, Range 40 East, according to the plat thereof as recorded in Plat Book 2 at Page 17 of the Public Records of Dade County, Florida, being more particularly described as follows:

Begin at the intersection of the North line of "ROYAL OAKS OFFICE PARK SECTION TWO", according to the plat thereof, recorded in Plat Book 145 at Page 32 of the Public Records of Dade County, Florida, with the West line of the Southeast  $\frac{1}{4}$  of Section 15; thence run North 2 degrees 14 minutes 22 seconds West along the West line of the Southeast  $\frac{1}{4}$  of Section 15, for 940.04 feet; thence South 89 degrees 33 minutes 06 seconds East, along a line parallel with and 935.10 Feet South of, as measured at right angles to, the South line of "FOURTH ADDITION TO ROYAL OAKS", according to the plat thereof recorded in Plat Book 131 at Page 53, of the Public Records of Dade County, Florida, for 1289.06 feet to a point 30 feet West of the East line of the aforesaid Tract 61, said point lying in the Westerly Right-of-Way line of N. W. 79th Avenue; thence South 2 degrees 15 minutes 40 seconds East, along said Westerly Right-of-Way line of N. W. 79th Avenue, for 893.7' feet to the most Northerly corner of Tract A, of "ROYAL OAKS OFFICE PARK SECTION ONE", according to the plat thereof, recorded in Plat Book 143 at Page 93, of the Public Records of Dade County, Florida; thence South 43 degrees 57 minutes 09 seconds West along the Northwesterly boundary of said Tract A for 49.68 feet; thence North 89 degrees 50 minutes 01 seconds West along a line parallel with and 4.10 feet North of the North line of said "ROYAL OAKS OFFICE PARK SECTION ONE" for 287.29 feet; thence South 0 degrees 09 minutes 59 seconds West, at right angles to the last described course, for 4.10 feet; thence North 89 degrees 50 minutes 01 seconds West, along the North lines of the aforesaid "ROYAL OAKS OFFICE PARK SECTION ONE" and "ROYAL OAKS OFFICE PARK SECTION TWO", for 965.78 feet to the Point of Beginning, lying and being in Dade County, Florida.

RECORDED IN OFFICIAL RECORDS BOOK  
OF DADE COUNTY, FLORIDA.  
RECORD VERIFIED  
HARVEY RUVIN  
CLERK CIRCUIT COURT