

This instrument was prepared by:

Name: Robert B. Meador II, Esq.

Address: Robert B. Meador II, Esq.
P.O. BOX 4944
Miami Lakes, FL 33014

(Space reserved for Clerk)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned owner(s) (“Owner”) holds the fee simple title to the land in the Town of Miami Lakes (“Town”), Florida described in Exhibit “A,” attached hereto, and hereinafter called the “Property,” and

IN ORDER TO ASSURE the Town that the representations made to the Town during consideration of Public Hearing Application No. ZONE 2017-0614 and PHSP 2017-0592 (“Application”) will be abided by, the Owner freely, voluntarily and without duress, makes the following Declaration of Restrictions covering and running with the Property (“Declaration”):

(1) Simultaneous with the Application for rezoning of the Property, the Owner has applied for site plan approval and certain height and setback variances on the Property pursuant to Town of Miami Lakes Application Number PHSP 2017-0592.

(2) **Use Restriction.** Notwithstanding the RO-13 zoning on the Property, if the site plan and variances described in paragraph 1 above are granted in their entirety, Owner, its successors and assigns agrees that no residential dwelling units shall be built on the Property.

(3) **Town Inspection.** As further part of this Declaration, it is hereby understood and agreed that any official inspector of the Town, 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.

(4) **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 Property and for the benefit of the Town 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 Town.

(5) **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 the Town.

(6) **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 Town of Miami Lakes Town Council or other procedure permitted under the Code, whichever by law has jurisdiction over such matters, after public hearing, if required.

Should this Declaration be so modified, amended or released, the Director of the Town of Miami Lakes 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.

(7) **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.

(8) **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.

(9) **Presumption of Compliance.** Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the Town, and inspections

made and approval of occupancy given by the Town, 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.

(10) **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 Town shall be entitled to revoke any approval predicated upon the invalidated portion

(11) **Recordation And Effective Date.** This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost to the Owner 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 Town of Miami lakes 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.

(12) **Acceptance of Declaration of Restrictive Covenants.** The Owner acknowledges that acceptance of this Declaration does not obligate the Town in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the Town Council 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.

(13) **Owner.** The term Owner shall include the Owner, and its heirs, successors and assigns.

[Execution Page Follow]

Signed, sealed and acknowledged on this ____ day of _____, 2018.

WITNESSES:

BY: GLOBAL LAKESIDE DEVELOPMENT, LLC
a Florida limited liability company

Print Name

BY: _____
(insert name)

Print Name

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____. He/she is personally known to me or has produced _____ as identification.

(NOTARIAL SEAL)

Notary: _____
Print Name: _____
My commission expires: _____
Serial number, if any: _____

[Execution Page Follow]

WITNESSES:

BY: ROBERT CHEETHAM TRUSTEE

Print Name

BY: _____
(insert name)

Print Name

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____. He/she is personally known to me or has produced _____ as identification.

(NOTARIAL SEAL)

Notary: _____
Print Name: _____
My commission expires: _____
Serial number, if any: _____

Accepted by:

TOWN OF MIAMI LAKES, a Florida
municipal corporation

By: Darby DelSalle
Planning and Zoning Director

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Raul Gastesi, Town Attorney

Exhibit “A”

Real Estate Tax Folio Numbers:

32-2023-001-0550

32-2023-001-0560

32-2023-001-0541