

This instrument was prepared by:

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Folio Nos: 30-7905-007-0010, 30-7905-005-0111, -0121, -0071,
30-7905-000-0250, -0260, -0230, -0240, -0232, -0231, and -0290

(Space Reserved for Clerk of the Court)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned owners, **Stein Family Partners Ltd.**, a Florida limited partnership, **Sherry E. Schasiepen**, an individual, **JMR Florida Properties, Inc.**, a Florida corporation, **Francisco Forte**, an individual, and **Pedro Forte**, an individual, (collectively, the "Owners") hold the fee simple title to the those certain parcels of land in Miami-Dade County, Florida, described in Exhibit "A," attached hereto (the "Property") which is supported by the attorney's opinion; and

WHEREAS, the Owners have applied for an amendment to the Miami-Dade County Comprehensive Development Master Plan (the "CDMP") in the October 2020 Cycle, which is identified as Application No. CDMP20200013 (the "Application");

WHEREAS, the Application seeks to redesignate the Property from "Low Density" to "Low-Medium Density" on the Miami-Dade CDMP Land Use Plan ("LUP") map to allow for the development of up to 453 residential dwelling units (the "Development"). The Owners acknowledge that the total number of units in the Development may have to be adjusted if the Owners are not able to adequately mitigate the impacts of the development on the affected roadways due to lack of right-of-way;

WHEREAS, the future development of the Property will be subject to additional reviews by the Traffic Engineering Division of the Miami-Dade County Transportation and Public Works Department prior to zoning approvals; and

WHEREAS, this Declaration of Restrictions does not apply to the additional parcel, identified by Miami-Dade County Property Appraiser folio number 30-7905-000-0241, which was included in the Application by the Miami-Dade County Planning Division.

NOW, THEREFORE, IN ORDER TO ASSURE Miami-Dade County, Florida (the “County”) that the representations made by the Owners during the County’s consideration of the Application will be abided by, the Owners freely, voluntarily and without duress, make the following Declaration of Restrictions (the “Declaration”) covering and running with the Property:

1. That the foregoing recitals are incorporated as if fully set forth herein.
2. **Preservation of Pine Rockland.** A portion of the Property contains pine rockland, which is a globally imperiled habitat found only in Miami-Dade and Monroe Counties. On December 10, 2020, the Department of Regulatory and Economic Resources Division of Environmental Resources Management (DERM) staff inspected the pine rockland and found ten (10) state-listed threatened plant species. In an effort to conserve rare, endangered, threatened, and endemic species and to preserve a pine rockland and its unique features, including limestone rock substrate and geologic formations, the Owner shall designate a parcel with a minimum size of 1.746 acres as a pine rockland preservation area (the “Preserve Area”) in the area identified on Exhibit “B” attached hereto. The Owner shall establish the Preserve Area as a separate tract or parcel by plat or legal instrument, as may be acceptable to Miami-Dade County. The Owner shall be responsible for maintaining the Preserve Area in compliance with CDMP policy CON-8D and all applicable provisions of the Code of Miami-Dade County, Florida. Prior to the issuance of a

certificate of occupancy for any homes on the Property (other than model homes), the Owner shall submit a sketch and legal description of the Preserve Area to the County and may request that the parcel be dedicated to and maintained by the County. In the event that the Owner wishes to convey the Preserve Area to any other entity, the County shall have a right of first refusal.

Consistent with CON-8I of the CDMP, the Owner shall perform the removal of exotic vegetation from the Preserve Area and the Owner or any successor owner shall maintain the Preserve Area free of exotic vegetation within the standard maintenance threshold of less than 5% of the entirety of the area to prevent the growth or accumulation of such prohibited species.

The estimate of the minimum preservation area as 1.746 acres is based in part on the need to also maintain internal connectivity within the proposed site and on planning-level assessments of how such connectivity can be achieved on the subject property. If reviews of subsequent applications for development approvals demonstrate that connectivity can be achieved through different configurations, then additional preservation may be required. Accordingly, to ensure consistency with Policy CON-8D, Objective CON-9 and its associated policies, and other applicable CDMP provisions, it is expressly understood that the size of the preservation area may be increased at time of zoning, subdivision, or other development approval stage based on the configuration of the site plan submitted for approval.

If the obligations of this provision are not undertaken by the County or another entity pursuant to dedication or conveyance, the Owner shall remain responsible for the Preserve Area.

3. Pine Rockland Vegetation Landscape Areas. In furtherance of CON-8J to reestablish where practical, endangered, threatened, and potentially endangered native plants, the Owner shall incorporate additional landscape areas near the Preserve Area consisting of plant species endemic to pine rockland (the “Planting Areas”), which shall total a minimum size of 0.25

acres. The Owner shall obtain DERM approval of landscape plans submitted in connection with the zoning hearing application, which shall depict the exact locations of such Planting Areas in relation to the Preserve Area and specify the type(s) of plant species to be included.

4. **Transit Access Improvements.** In an effort to improve accessibility to existing public transportation in the area, the Owners shall provide connections to pedestrian and bicycle improvements abutting the Property and shall continue to work with staff during the zoning hearing and site plan approval process to determine the precise location(s) of said improvements, which shall be subject to the approval of the Service Planning Division and the Planning and System Development Division of Miami-Dade County Transportation and Public Works Department (DTPW).

5. **Greenway Development.** Subject to the approval of the Miami-Dade County Department of Parks, Recreation and Open Spaces (PROS) or successor agency, the Owners shall provide future access points to the Mowry Trail from the Development.

6. **Traffic Study Level II.** In connection with the zoning approvals for the Development, the Owners shall conduct a Level II Traffic Impact Study to evaluate various intersections as determined by the Traffic Engineering Division (TED) of the Miami-Dade County Transportation and Public Works Department in order to evaluate the impacts of the Development and to assess the need for mitigation on the affected roadways. Such study shall be submitted for review in connection with the zoning application for the Development. The Owners acknowledge that the total number of units in the Development may have to be adjusted if the Owners are not able to adequately mitigate the impacts of the development on the affected roadways due to lack of right-of-way.

7. **Covenant Running with the Land.** This Declaration on the part of the Owners shall

constitute a covenant running with the land and may be recorded, at Owners' expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned owners, 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. The Owners, 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.

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 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 of Miami-Dade County, Florida. Any such modification, amendment or release shall be subject to the provisions governing amendments to Comprehensive Plans, as set forth in Chapter 163, Part II, Florida Statutes or successor legislation that may, from time to time, govern amendments to Comprehensive Plans (hereinafter "Chapter 163"). Such modification, amendment or release shall also be subject to the provisions governing amendments to the CDMP as set forth in Section 2-116.1 of the Code of Miami-Dade County, or successor regulations governing modifications to the CDMP. In the event that the property is

incorporated within a new municipality or annexed into an existing municipality, and the successor municipality amends, modifies, or declines to adopt the provisions of Section 2-116.1 of the Miami-Dade County Code, then modifications, amendments or releases of this Declaration shall be subject to Chapter 163 and the provisions of such ordinances as may be adopted by such successor municipality for the adoption of amendments to its comprehensive plan; or, in the event that the successor municipality does not adopt such ordinances, subject to Chapter 163 and by the provisions for the adoption of zoning district boundary changes. It is provided, however, that in the event that the successor municipality approves a modification or deletion of this Declaration, such modification or deletion shall not be effective until approved by the Board of County Commissioners, in accordance with applicable procedures. Should this Declaration be so modified, amended, or released, the Director of the Department of Regulatory and Economic Resources or the executive officer of a successor department, or, in the absence of such Director or executive officer, by his or her assistant in charge of the office in his/her absence, shall 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. County Inspections. 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.

12. Authorization for Miami-Dade County (or Successor Municipality) 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 (or successor municipality) 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.

13. 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.

14. Presumption of Compliance. Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County (or successor municipality), and inspections made and approval of occupancy given by the County (or successor municipality), 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.

15. 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.

16. Recordation and Effective Date. 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 by the Board of County Commissioners. 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.

17. **Acceptance of Declaration.** The Owners acknowledge that acceptance of this Declaration does not obligate the County in any manner, nor does it entitle the Owners to a favorable recommendation or approval of any application, zoning or otherwise, and the Board of County Commissioners 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.

18. **Owner.** The term Owners shall include all heirs, assigns, and successors in interest.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, we have executed this Declaration of Restrictions as of this ___
day of _____, 2021.

WITNESSES:

STEIN FAMILY PARTNERS LTD., a Florida
limited partnership

Signature

Printed Name

By: _____

Name: _____

Title: _____

Signature

Printed Name

STATE OF _____)

) SS:

COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,
as _____ of **STEIN FAMILY PARTNERS LTD., a Florida limited
partnership**, and for the purposes stated herein on behalf of the corporation. He is personally
known to me or has produced _____ as identification.

Witness my signature and official seal this _____ day of _____, 2021, in
the County and State aforesaid.

My Commission Expires:

Notary Public

Printed Name

IN WITNESS WHEREOF, we have executed this Declaration of Restrictions as of this ____ day of _____, 2021.

WITNESSES:

Signature

Printed Name

Signature

Printed Name

By: _____

Name: **Sherry E. Schasiepen**

Address: _____

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by **SHERRY E. SCHASIEPEN, an individual**, for the purposes stated herein on behalf of the owner. He is personally known to me or has produced _____ as identification.

Witness my signature and official seal this _____ day of _____, 2021, in the County and State aforesaid.

My Commission Expires:

Notary Public

Printed Name

IN WITNESS WHEREOF, we have executed this Declaration of Restrictions as of this ____ day of _____, 2021.

WITNESSES:

JMR FLORIDA PROPERTIES, INC., a Florida corporation

Signature

Printed Name

By: _____

Name: _____

Title: _____

Signature

Printed Name

STATE OF _____)

) SS:

COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of **JMR FLORIDA PROPERTIES, INC.,** a Florida corporation, and for the purposes stated herein on behalf of the corporation. He is personally known to me or has produced _____ as identification.

Witness my signature and official seal this _____ day of _____, 2021, in the County and State aforesaid.

My Commission Expires:

Notary Public

Printed Name

IN WITNESS WHEREOF, we have executed this Declaration of Restrictions as of this ____ day of _____, 2021.

WITNESSES:

Signature

Printed Name

Signature

Printed Name

By: _____

Name: **Francisco Forte**

Address: _____

STATE OF FLORIDA

)

) SS:

COUNTY OF MIAMI-DADE

)

The foregoing instrument was acknowledged before me by **Francisco Forte**, an individual, for the purposes stated herein on behalf of the owner. He is personally known to me or has produced _____ as identification.

Witness my signature and official seal this _____ day of _____, 2021, in the County and State aforesaid.

My Commission Expires:

Notary Public

Printed Name

IN WITNESS WHEREOF, we have executed this Declaration of Restrictions as of this ____
day of _____, 2021.

WITNESSES:

Signature

Printed Name

Signature

Printed Name

By: _____

Name: **Pedro Forte**

Address: _____

STATE OF FLORIDA)

) SS:

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by **Pedro Forte**, an individual, for the purposes stated herein on behalf of the owner. He is personally known to me or has produced _____ as identification.

Witness my signature and official seal this _____ day of _____, 2021, in the County and State aforesaid.

My Commission Expires:

Notary Public

Printed Name

EXHIBIT "A"

SUBJECT PROPERTY

RECORD OF REVISION

No.	DATE	DESCRIPTION	BY	APP.

TYPE OF PROJECT: SKETCH AND LEGAL DESCRIPTION

SHEET NAME: SKETCH TO ACCOMPANY LEGAL DESCRIPTION

CLIENT: LENNAR HOMES, LLC

CLIENT ADDRESS: 730 N.W. 107th Avenue 3rd Floor, Miami, FL 33172

PROJECT LOCATION: SECTION 14 & 23 TOWNSHIP 55 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA

SCALE: AS SHOWN

DRAWN BY: R.R.

DATE: JUNE 29th, 2021

PROJECT NO: 21-036-1001

SHEET: 2 OF 2

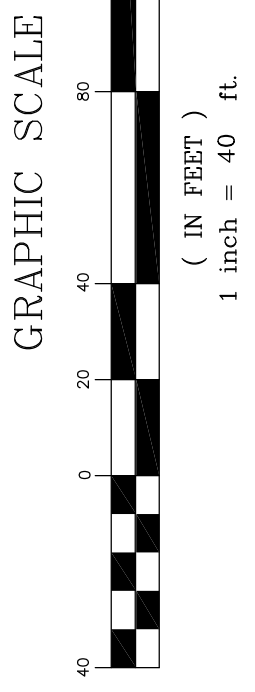
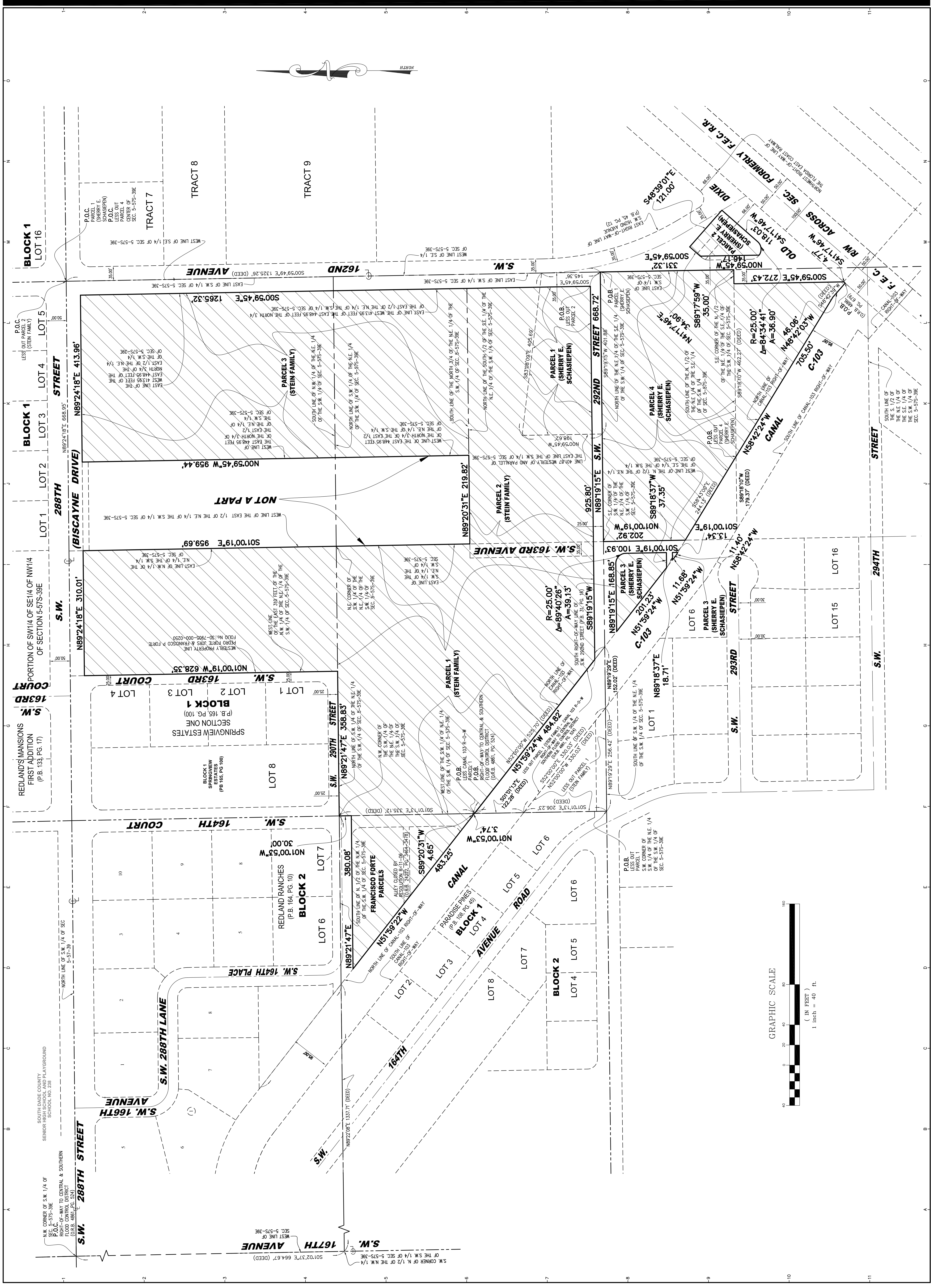
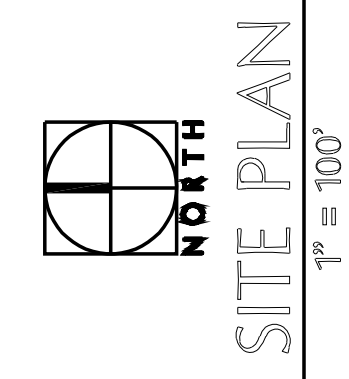
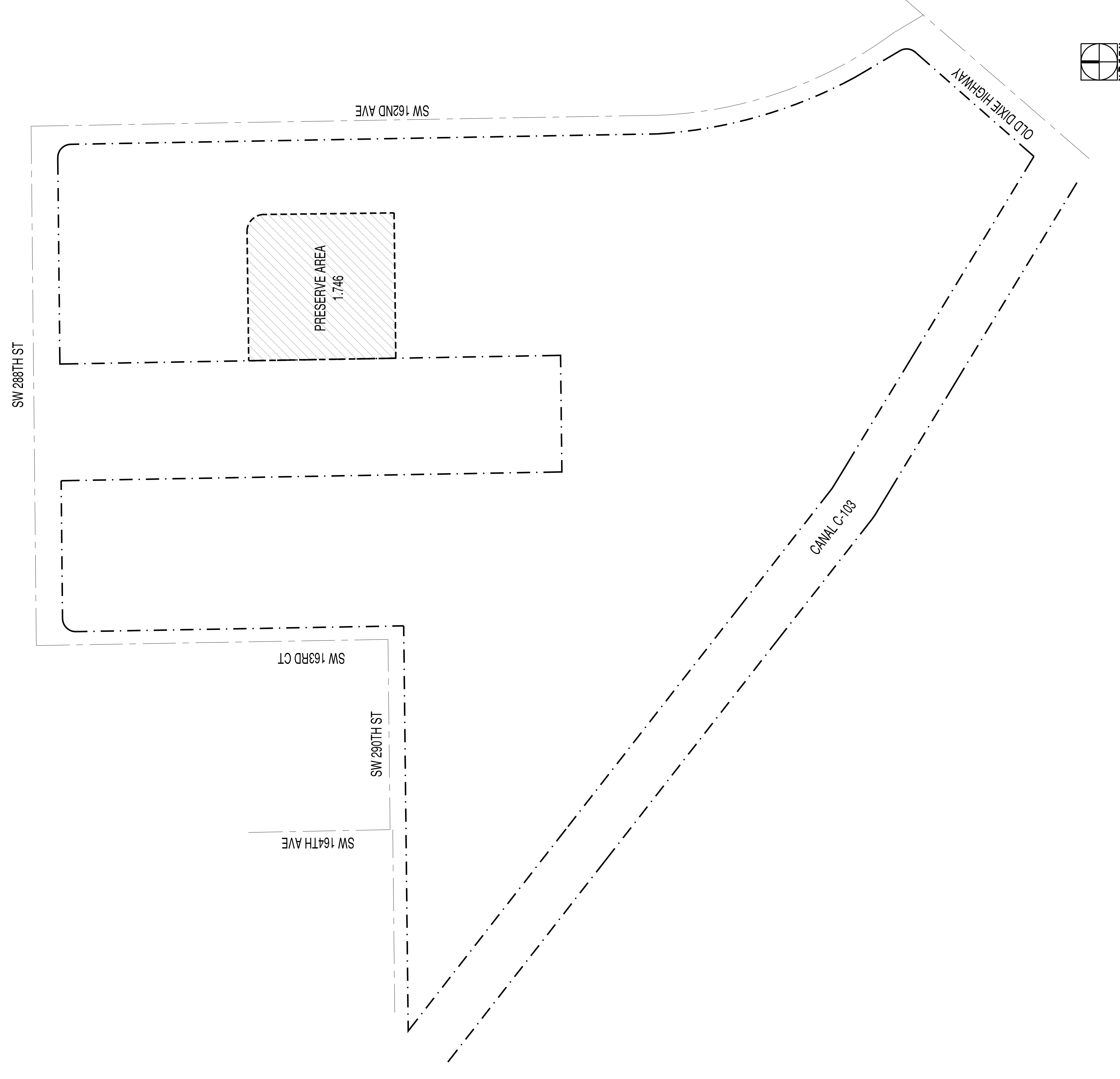


EXHIBIT "B"

PRESERVE AREA

SITE DATA		
	SF	ACRES
GROSS AREA	1,519,573.77	34.88
NET AREA	1,519,573.77	34.88



SITE PLAN
 1" = 100'