

ORDINANCE No. 02-26

AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA PROVIDING RECITALS; PROVIDING FINDINGS; GRANTING THE REQUEST FOR A REZONING FROM AU TO RU-3M ON A 146.64± ACRE PARCEL LOCATED BETWEEN N.W. 154TH STREET AND 162ND STREET, WEST OF N.W. 87TH AVENUE; GRANTING THE REQUEST FOR A REZONING FROM AU TO BU-1A ON A 9.5± ACRE PARCEL LOCATED AT THE NORTHWEST CORNER OF N.W. 87TH AVENUE AND N.W. 154TH STREET; APPROVING THE SITE PLAN FOR A RESIDENTIAL DEVELOPMENT; APPROVING THE SITE PLAN FOR A COMMERCIAL DEVELOPMENT; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATION OF CONDITIONS; PROVIDING FOR RECORDING; PROVIDING SEVERABILITY, EXCLUSION FROM THE CODE AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 33-304 of the Code of the Town of Miami Lakes ("Town Code"), Lowell S. Dunn and Betty L. Dunn (the "Applicants") have applied to the Town Council of the Town of Miami Lakes ("Town Council") for rezoning from AU (Agricultural District) to RU-3M (Minimum Apartment House District) on the 146.64± acre parcel legally described in Exhibit "A" attached hereto and incorporated by reference herein (Application No.1); and

WHEREAS, pursuant to Section 33-304 of the Code, the Applicants have applied to the Town Council for rezoning from AU to BU-1A (Limited Business District) on property legally described in Exhibit "B" attached hereto and incorporated by reference herein (Application No. 2); and

WHEREAS, the Applicants have provided maps depicting the properties to be re-zoned attached as Exhibit "C" and incorporated by reference herein; and

WHEREAS, pursuant to Section 33-311 (C) of the Code, the Applicants have provided the Town Council with site plans to be approved in conjunction with Applications No.1 ("Site Plan No. 1") and No. 2 ("Site Plan No. 2"), attached as Exhibits "D" and "E" and incorporated by reference herein; and

WHEREAS, the Applicants have voluntarily proffered a Declaration of Restrictions to the Town Council in order to guarantee compliance with self-imposed limitations on the development of the foregoing properties, attached as Exhibit "F" and incorporated by reference herein; and

WHEREAS, the Town of Miami Lakes Council, has by Ordinance adopted two small scale amendments to the Town of Miami Lakes Comprehensive Development Master Plan ("CDMP") for portions of the properties subject to this Ordinance (*See* Town of Miami Lakes Ordinance No.02-25, incorporated by reference herein) (the "CDMP Amendments"); and

WHEREAS, the Town Council has been designated as the Local Planning Agency pursuant to Section 163.3174, Florida Statutes; and

WHEREAS, the Town Council acting in its capacity as the Local Planning Agency has reviewed Applications No.1, No.2 and Site Plans No.1 and No.2 in light of the CDMP Amendments and has determined that this Ordinance is consistent with the Town of Miami Lakes CDMP as amended; and

WHEREAS, the Town Council held a duly noticed first reading of this Ordinance on September 12, 2002, and held second reading of this Ordinance at a duly noticed quasi-judicial public hearing on September 24, 2002, continued to October 9, 2002;

WHEREAS, all interested persons have had the opportunity to be heard on the Applicant's requests.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, that:

Section 1. Recitals. The foregoing whereas clauses are hereby ratified and incorporated within this ordinance.

Section 2. Findings. The Town Council finds that Applications No.1 and No.2, and Site Plans No.1 and No.2 are "compatible" with the community as defined by Section 33-302(d) of the Town Code. The Town Council further finds that Site Plans No.1 and No. 2 have satisfied the site plan criteria of Section 33-207.2.2 of the Town Code.

Section 3. Approval of Residential Rezoning. The Town Council hereby approves Application No.1-- a rezoning of the property legally described in Exhibit A from AU (Agricultural Use) to RU-3M (Minimum Apartment House District) subject to the conditions set forth in Section 7 below.

Section 4. Approval of Commercial Rezoning. The Town Council hereby approves Application No.2--a rezoning of property legally described in Exhibit B, from AU (Agricultural Use) to BU-1A (Limited Business District) subject to the conditions set forth in Section 7 below.

Section 5. Approval of Site Plan for Residential Development. The Town Council approves Site Plan No.1--a site plan for residential development attached as Exhibit D, in concert with the approval granted in Section 3 of this Ordinance, and subject to the conditions set forth in Section 7 below.

Section 6. Approval of Site Plan for Commercial Development. The Town Council approves Site Plan No.2--a site plan for commercial development attached as Exhibit E, in concert with the approval granted in Section 4 of this Ordinance, and subject to the conditions set forth in Section 7 below.

Section 7. Conditions. The approvals granted by this Ordinance to the proposed Site Plans are subject to the Applicants' compliance with the following, to which the Applicant stipulated at the public hearing:

1. No building permits for more than 150 residential units and no certificates of occupancy, use or completion for this project will be issued unless and until NW 87th Avenue is fully constructed and operational as a four-lane median divided roadway adjacent to the properties described in Exhibits A and B, consistent with all Town and Miami-Dade County Public Works Department requirements for such improvements.
2. No building permits shall be issued unless 154th Street is fully constructed and operational as a four-lane roadway adjacent to the properties described in Exhibits A and B, and from approximately N.W. 84th Avenue (from the west end of the current four land section) to approximately 60 feet west of N.W. 89th Avenue, consistent with all Town and Miami-Dade County Public Works Department requirements for such improvements. Approval of the site plans are based upon the recording of the Declaration of Restrictions attached as Exhibit F.
3. Approval of the site plans and issuance of building permits is dependent upon the owner, his successors or assigns maintaining all concurrency levels of service for traffic and other public facilities for the project in the event that future studies are performed and demonstrate that concurrency requirements could not be met.

Section 8. Violation of Conditions. Failure to adhere to the terms and conditions of this ordinance shall be considered a violation of the Town Code and persons found violating the conditions shall be subject to the penalties prescribed by the Town Code, including but not limited to, the revocation of this ordinance. The Applicants understand and acknowledge that they must comply with all other applicable requirements of the Town before they may commence construction or operation, and this ordinance may be revoked by the Town Council at any time upon a determination that Applicants are in non-compliance with the Town Code.

Section 9. Recording. The Applicants shall be responsible for recording this ordinance in the Public Records of Miami-Dade County, Florida at their sole cost.

Section 10. Severability. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected thereby.

Section 11. Exclusion. This Ordinance shall be excluded from the Town of Miami Lakes Code.

Section 12. Effective Date. This Ordinance shall become effective upon final approval by the State of Florida Department of Community Affairs of the CDMP Amendments adopted by the Town Council pursuant to Town of Miami Lakes Ordinance No.02-25, and after the expiration of any and all applicable appeal periods of the CDMP Amendments. This Ordinance shall not take effect in the event that an appeal of the CDMP Amendments is pending.

The foregoing Ordinance was offered by **Councilmember Collins**, who moved its adoption on first reading. The motion was seconded by **Mayor Slaton** and upon being put to a vote; the vote was as follows **(6-1)**:

Councilmember Mary Collins	Yes
Councilmember Robert Meador, II	Yes
Councilmember Michael Pizzi	No
Councilmember Nancy Simon	Yes
Councilmember Peter Thomson	Yes
Vice Mayor Roberto Alonso	Yes
Mayor Wayne Slaton	Yes

PASSED AND ADOPTED on first reading this **12th** day of **September**, 2002.

The foregoing Ordinance was offered by **Councilmember Collins**, who moved its adoption on second reading. The motion was seconded by **Councilmember Simon**, and upon being put to a vote, the vote was as follows **(5-2)**:

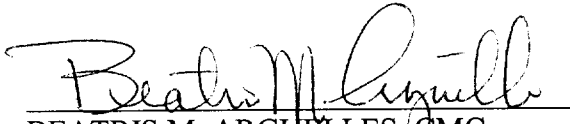
Councilmember Mary Collins	Yes
Councilmember Robert Meador, II	No
Councilmember Michael Pizzi	No
Councilmember Nancy Simon	Yes
Councilmember Peter Thomson	Yes
Vice Mayor Roberto Alonso	Yes
Mayor Wayne Slaton	Yes

PASSED AND ADOPTED on second reading this **9th** day of **October**, 2002.



WAYNE SLATON, MAYOR

ATTEST:



BEATRIS M. ARGUELLES, CMC
TOWN CLERK

APPROVED AS TO FORM:


WEISS, SEROTA, HELFMAN, PASTORIZA & GUEDES, P.A.
TOWN ATTORNEY

EXHIBIT A

LEGAL DESCRIPTION OF RU-3M PARCEL

DESCRIPTION OF A PORTION OF LAND BEING AND LYING IN SECTION 16, TOWNSHIP 52 SOUTH, RANGE 40 EAST IN DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTHEAST ONE-QUARTER OF SECTION 16, TOWNSHIP 52 SOUTH RANG 40 EAST:

LESS BEGINNING AT THE SOUTHEAST CORNER OF THE ABOVE MENTIONED SECTION 16, THENCE N89d34'49"E ALONG THE SOUTH LINE OF SECTION 16 FOR A DISTANCE OF 1441.84 FEET, THENCE N00d25'14"W FOR A DISTANCE OF 140.00 FEET, THENCE S89d34'48"W FOR A DISTANCE OF 1197.72 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 16, THENCE S02d37'29"E FOR A DISTANCE OF 140.05 FEET TO THE POINT OF BEGINNING.

LESS A PORTION OF LAND LYING AND BEING AT THE SE ¼ OF SECTION 16, TOWNSHIP 52 SOUTH, RANGE 40 EAST IN MIAMI-DADE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF SAID SECTION 16; THENCE S89°34'49"W ALONG THE SOUTH LINE OF THE SE ¼ OF SAID SECTION 16 FOR A DISTANCE 67.90 FEET TO A POINT; THENCE N00°25'11"E FOR 50.00 FEET TO THE POINT OF BEGINNING; THENCE S89°34'49"W ALONG A LINE 50 FEET NORTH AND PARALLEL WITH THE SOUTH LINE OF THE SE ¼ OF SAID SECTION 16 WITH A DISTANCE OF 485.40 FEET TO A POINT; THENCE N00°25'11"W FOR 564.21 FEET TO A POINT; THENCE N29°56'58"E FOR 375.94 FEET TO A POINT; THENCE N87°24'00"E FOR 87.27 FEET TO A POINT; THENCE N02°36'00"W FOR 20.00 FEET TO A POINT; THENCE N87°24'00"E FOR 200.00 FEET; THENCE S02°36'00"E ALONG A LINE 40 FEET WEST AND PARALLEL WITH THE EAST LINE OF THE SE ¼ OF SECTION 16 WITH A DISTANCE OF 894.18 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST AND HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 92°10'49", A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 40.22 FEET AND A CHORD DISTANCE OF 36.02 FEET TO THE POINT OF BEGINNING.

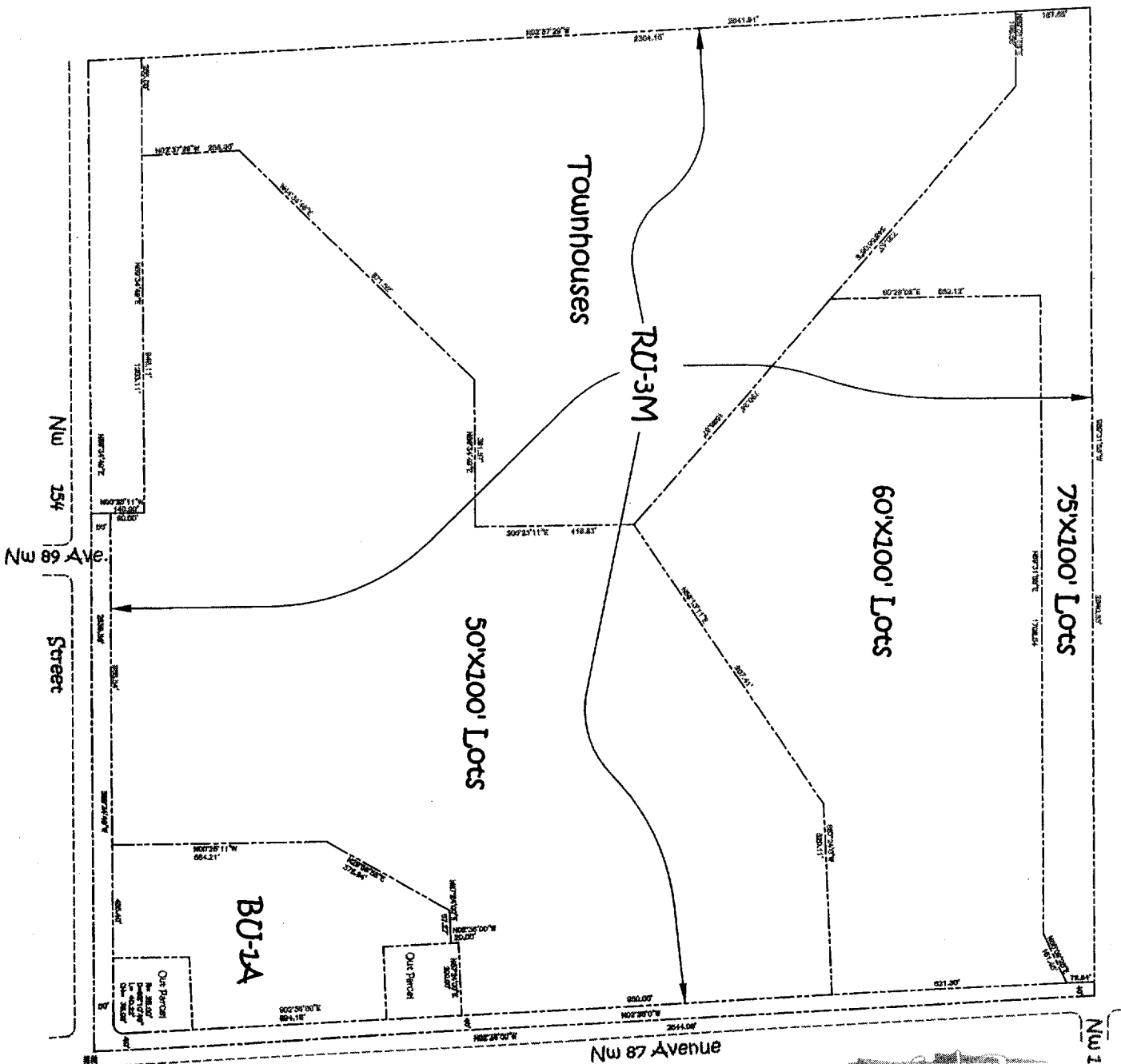
CONTAINING 146.70 ACRES MORE OR LESS.

EXHIBIT B

LEGAL DESCRIPTION PROPOSED BU-1A

A PORTION OF LAND LYING AND BEING AT THE SE ¼ OF SECTION 16, TOWNSHIP 52 SOUTH, RANGE 40 EAST IN MIAMI-DADE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SE CORNER OF SAID SECTION 16; THENCE S89°34'49"W ALONG THE SOUTH LINE OF THE SE ¼ OF SAID SECTION 16 FOR A DISTANCE 67.90 FEET TO A POINT; THENCE N00°25'11"E FOR 50.00 FEET TO THE POINT OF BEGINNING; THENCE S89°34'49"W ALONG A LINE 50 FEET NORTH AND PARALLEL WITH THE SOUTH LINE OF THE SE ¼ OF SAID SECTION 16 WITH A DISTANCE OF 485.40 FEET TO A POINT; THENCE N00°25'11"W FOR 564.21 FEET TO A POINT; THENCE N29°56'58"E FOR 375.94 FEET TO A POINT; THENCE N87°24'00"E FOR 87.27 FEET TO A POINT; THENCE N02°36'00"W FOR 20.00 FEET TO A POINT; THENCE N87°24'00"E FOR 200.00 FEET; THENCE S02°36'00"E ALONG A LINE 40 FEET WEST AND PARALLEL WITH THE EAST LINE OF THE SE ¼ OF SECTION 16 WITH A DISTANCE OF 894.18 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST AND HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 92°10'49", A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 40.22 FEET AND A CHORD DISTANCE OF 36.02 FEET TO THE POINT OF BEGINNING. CONTAINING 9.50 ACRES MORE OR LESS.

EXHIBIT C



OVERALL LEGAL DESCRIPTION

DESCRIPTION OF A PORTION OF LAND BEING AND Lying in Section 14, Township 14N, Range 4E, County of Lincoln, Nebraska. The southeast one-fourth of Section 14, Township 14N, Range 4E, County of Lincoln, Nebraska. More particularly described as follows:

LEGAL DESCRIPTION OF RU-3M PARCEL

DESCRIPTION OF A PORTION OF LAND BEING AND Lying in Section 14, Township 14N, Range 4E, County of Lincoln, Nebraska. The southeast one-fourth of Section 14, Township 14N, Range 4E, County of Lincoln, Nebraska. More particularly described as follows:

LEGAL DESCRIPTION BU-1A PARCEL

A PORTION OF LAND BEING AND Lying in the SE 1/4 of Section 14, Township 14N, Range 4E, County of Lincoln, Nebraska. More particularly described as follows:

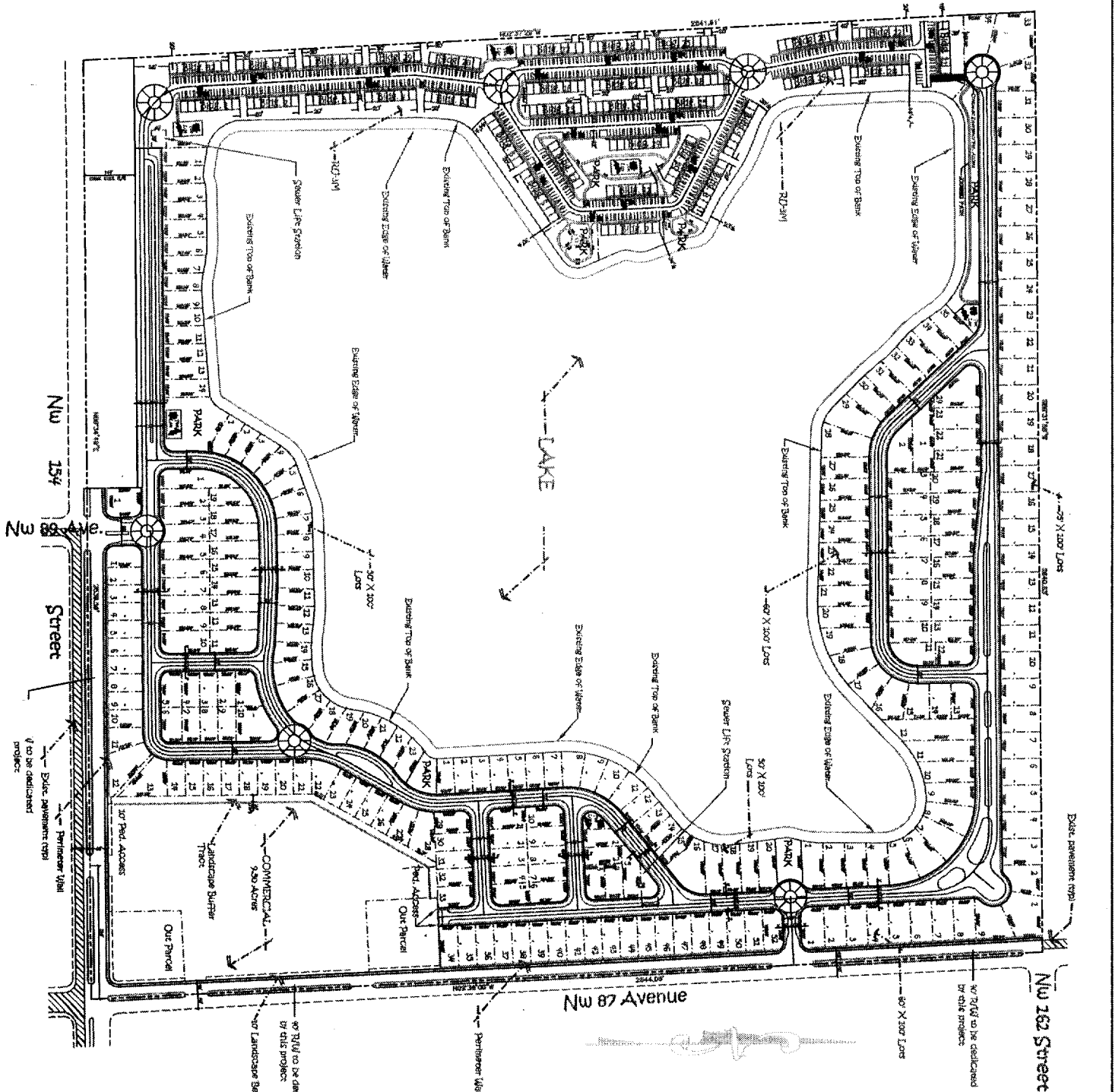
<p>DATE: APR 11, 2002</p> <p>BY: [Signature]</p> <p>SCALE: 1" = 120'</p>	<p>PROJECT: ZONING BOUNDARY MAP</p> <p>OWNER: BETTY & LOWELL DUNN</p>	<p>ROBAYNA AND ASSOCIATES INC.</p> <p>ENGINEERS, PLANNERS, SURVEYORS</p> <p>1010 N 78th Street, Suite 201</p> <p>Lincoln, NE 68505</p>	<p>DATE: 10-02-02</p>	<p>DATE: 10-02-02</p>	<p>DATE: 10-02-02</p>	<p>DATE: 10-02-02</p>
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EXHIBITS D&E

**REVISED
SITE PLAN**

EXHIBIT "D"

2008055 SITE PLAN CERT. Dated 9-18-02



LEGAL DESCRIPTION

DESCRIPTION OF A PORTION OF LAND BEING AND LOTS IN SECTION 16, TOWNSHIP 33 NORTH, RANGE 43 EAST IN PLAIN PASTURE, COUNTY OF DUNWOODY, STATE OF MINNESOTA, BEING THE CORNER AND QUARTERS OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 43 EAST.

SITE PLAN DATA

73' X 100' LOTS	TOTAL AREA	501,480 SF	12.20 AC	100%
	INTERIOR ROAD SW	68,000 SF	1.56 AC	15.1%
	LAKE AREA	12,200 SF	0.28 AC	2.4%
	PARK AREA	25,200 SF	0.58 AC	5.0%
	LOT AREA	396,080 SF	9.08 AC	78.4%
	MAX. EIGHT HEIGHT	35.00 FT.		
	MAX. EIGHT HEIGHT	35.00 FT.		

80' X 100' LOTS	TOTAL AREA	1,200,000 SF	27.50 AC	100%
	INTERIOR ROAD SW	120,000 SF	2.75 AC	22.9%
	LAKE AREA	24,000 SF	0.55 AC	4.5%
	PARK AREA	48,000 SF	1.10 AC	9.2%
	LOT AREA	1,008,000 SF	23.10 AC	19.6%
	MAX. EIGHT HEIGHT	35.00 FT.		
	MAX. EIGHT HEIGHT	35.00 FT.		

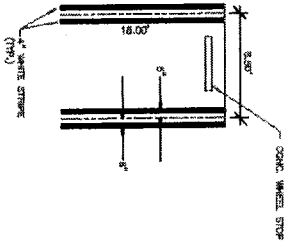
80' X 100' LOTS	TOTAL AREA	1,200,000 SF	27.50 AC	100%
	INTERIOR ROAD SW	120,000 SF	2.75 AC	22.9%
	LAKE AREA	24,000 SF	0.55 AC	4.5%
	PARK AREA	48,000 SF	1.10 AC	9.2%
	LOT AREA	1,008,000 SF	23.10 AC	19.6%
	MAX. EIGHT HEIGHT	35.00 FT.		
	MAX. EIGHT HEIGHT	35.00 FT.		

80' X 100' LOTS	TOTAL AREA	1,200,000 SF	27.50 AC	100%
	INTERIOR ROAD SW	120,000 SF	2.75 AC	22.9%
	LAKE AREA	24,000 SF	0.55 AC	4.5%
	PARK AREA	48,000 SF	1.10 AC	9.2%
	LOT AREA	1,008,000 SF	23.10 AC	19.6%
	MAX. EIGHT HEIGHT	35.00 FT.		
	MAX. EIGHT HEIGHT	35.00 FT.		

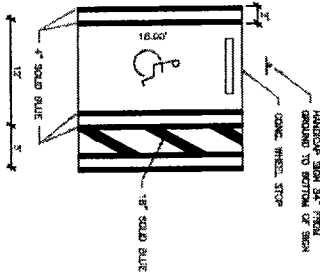
80' X 100' LOTS	TOTAL AREA	1,200,000 SF	27.50 AC	100%
	INTERIOR ROAD SW	120,000 SF	2.75 AC	22.9%
	LAKE AREA	24,000 SF	0.55 AC	4.5%
	PARK AREA	48,000 SF	1.10 AC	9.2%
	LOT AREA	1,008,000 SF	23.10 AC	19.6%
	MAX. EIGHT HEIGHT	35.00 FT.		
	MAX. EIGHT HEIGHT	35.00 FT.		

LOT SIZE	NO. OF LOTS	PARKING SPACES
73' X 100'	34	34
80' X 100'	88	88
80' X 100'	154	154
80' X 100'	308	308
80' X 100'	616	616
80' X 100'	1232	1232
80' X 100'	2464	2464
80' X 100'	4928	4928
80' X 100'	9856	9856
80' X 100'	19712	19712
80' X 100'	39424	39424
80' X 100'	78848	78848
80' X 100'	157696	157696
80' X 100'	315392	315392
80' X 100'	630784	630784
80' X 100'	1261568	1261568
80' X 100'	2523136	2523136
80' X 100'	5046272	5046272
80' X 100'	10092544	10092544
80' X 100'	20185088	20185088
80' X 100'	40370176	40370176
80' X 100'	80740352	80740352
80' X 100'	161480704	161480704
80' X 100'	322961408	322961408
80' X 100'	645922816	645922816
80' X 100'	1291845632	1291845632
80' X 100'	2583691264	2583691264
80' X 100'	5167382528	5167382528
80' X 100'	10334765056	10334765056
80' X 100'	20669530112	20669530112
80' X 100'	41339060224	41339060224
80' X 100'	82678120448	82678120448
80' X 100'	165356240896	165356240896
80' X 100'	330712481792	330712481792
80' X 100'	661424963584	661424963584
80' X 100'	1322849267168	1322849267168
80' X 100'	2645698534336	2645698534336
80' X 100'	5291397068672	5291397068672
80' X 100'	10582794137344	10582794137344
80' X 100'	21165588274688	21165588274688
80' X 100'	42331176549376	42331176549376
80' X 100'	84662353098752	84662353098752
80' X 100'	169324706197504	169324706197504
80' X 100'	338649412395008	338649412395008
80' X 100'	677298824790016	677298824790016
80' X 100'	1354597649580032	1354597649580032
80' X 100'	2709195299160064	2709195299160064
80' X 100'	5418390598320128	5418390598320128
80' X 100'	10836781196640256	10836781196640256
80' X 100'	21673562393280512	21673562393280512
80' X 100'	43347124786561024	43347124786561024
80' X 100'	86694249573122048	86694249573122048
80' X 100'	173388499146244096	173388499146244096
80' X 100'	346776998292488192	346776998292488192
80' X 100'	693553996584976384	693553996584976384
80' X 100'	1387107993169952768	1387107993169952768
80' X 100'	2774215986339905536	2774215986339905536
80' X 100'	5548431972679811072	5548431972679811072
80' X 100'	11096863545359621144	11096863545359621144
80' X 100'	22193727090719242288	22193727090719242288
80' X 100'	44387454181438484576	44387454181438484576
80' X 100'	88774908362876969152	88774908362876969152
80' X 100'	177549816725753938304	177549816725753938304
80' X 100'	355099633451507876608	355099633451507876608
80' X 100'	710199266903015753216	710199266903015753216
80' X 100'	1420398533806031506432	1420398533806031506432
80' X 100'	2840797067612063012864	2840797067612063012864
80' X 100'	5681594135224126025728	5681594135224126025728
80' X 100'	11363188270448520451456	11363188270448520451456
80' X 100'	22726376540897040902912	22726376540897040902912
80' X 100'	45452753081794081805584	45452753081794081805584
80' X 100'	90905506163588163711168	90905506163588163711168
80' X 100'	181811012327177327422336	181811012327177327422336
80' X 100'	363622024654354654844672	363622024654354654844672
80' X 100'	727244049308709309778944	727244049308709309778944
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80' X 100'	2908976197234792383115776	2908976197234792383115776
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80' X 100'	116359047889391695246311104	116359047889391695246311104
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80' X 100'	186174476623026712374177664	186174476623026712374177664
80' X 100'	372348953246053427488355328	372348953246053427488355328
80' X 100'	744697906492106854976710656	744697906492106854976710656
80' X 100'	1489395812964213709953421312	1489395812964213709953421312
80' X 100'	2978791625928427419906842624	2978791625928427419906842624
80' X 100'	5957583251856854839813685248	5957583251856854839813685248
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80' X 100'	190642664095419348873878379936	190642664095419348873878379936
80' X 100'	381285328190838697757756759872	381285328190838697757756759872
80' X 100'	762570656381677395515513519744	762570656381677395515513519744
80' X 100'	152514131276335479103110271488	152514131276335479103110271488
80' X 100'	305028262552670958206220542976	305028262552670958206220542976
80' X 100'	610056525105341916412410595952	610056525105341916412410595952
80' X 100'	1220113050210682322882482119104	1220113050210682322882482119104
80' X 100'	244022610042136464576496438208	244022610042136464576496438208
80' X 100'	488045220084272929152992876416	488045220084272929152992876416
80' X 100'	976090440168545858305985752832	976090440168545858305985752832
80' X 100'	195218088037091717671197145664	195218088037091717671197145664
80' X 100'	390436176074183435342394291328	390436176074183435342394291328
80' X 100'	780872352148366870684788582656	780872352148366870684788582656
80' X 100'	1561744704367337413739771653112	1561744704367337413739771653112
80' X 100'	3123489408734674827475543266224	3123489408734674827475543266224
80' X 100'	6246978817469349654951086532448	6246978817469349654951086532448
80' X 100'	1249395763493889310910173064896	1249395763493889310910173064896
80' X 100'	24987915269877786220203461293792	24987915269877786220203461293792
80' X 100'	4997583053975557244040692587584	4997583053975557244040692587584
80' X 100'	99951661079511144880813851755168	99951661079511144880813851755168
80' X 100'	199903322159022289616367035131136	199903322159022289616367035131136
80' X 100'	399806644318044579232734070262272	399806644318044579232734070262272
80' X 100'	799613288636089158465468140524444	799613288636089158465468140524444
80' X 100'	159922657727217831691307281048888	159922657727217831691307281048888
80' X 100'	319845315454435663272614562097776	319845315454435663272614562097776
80' X 100'	639690630908871326545229121155552	639690630908871326545229121155552
80' X 100'	1279381261817742651090458242311104	1279381261817742651090458242311104
80' X 100'	2558762523635485302181916846422208	2558762523635485302181916846422208
80' X 100'	5117525047270970604363833692884448	5117525047270970604363833692884448
80' X 100'	1023505094454194120872766738577896	1023505094454194120872766738577896
80' X 100'	2047010188908388241745533471155792	2047010188908388241745533471155792
80' X 100'	4094020377816776483491066942311584	4094020377816776483491066942311584
80' X 100'	8188040755633552966982132884623168	8188040755633552966982132884623168
80' X 100'	1637608151126710533976426577246336	1637608151126710533976426577246336
80' X 100'	3275216302253421067952853144466672	3275216302253421067952853144466672
80' X 100'	6550432604506842135905706288933344	6550432604506842135905706288933344
80' X 100'	13100865209013684271801141377866688	13100865209013684271801141377866688
80' X 100'	2620173041802736854360228275533376	2620173041802736854360228275533376
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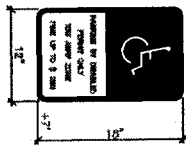
DOUBLE STRIPING DETAIL



TYPICAL HANDICAP PARKING STALL DETAIL



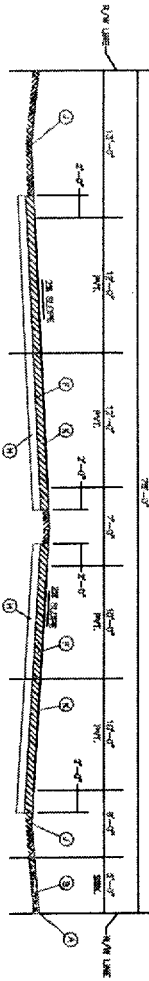
HANDICAP PARKING SIGN DETAIL



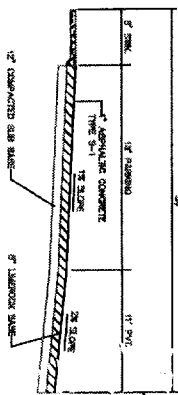
- NOTES
1. TOP PORTION OF PFR-22 SHALL HAVE A REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE STRIPES.
 2. BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK CHARGE LETTERS AND SYMBOLS.

PARKING DETAILS FOR TOWNHOUSE AND COMMERCIAL AREAS

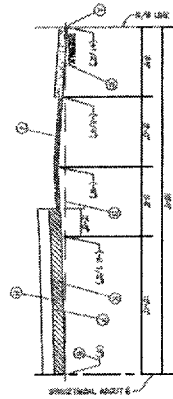
TYPICAL SECTION ENTRANCE TO RU-3M AREA



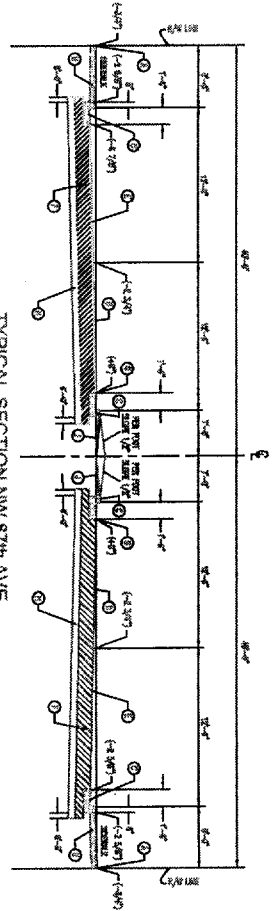
TYPICAL SECTION THRU RU-3M AREA



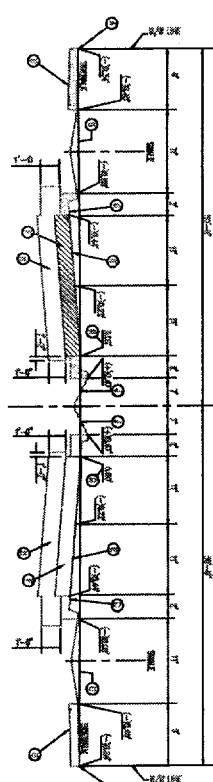
TYPICAL SECTION RESIDENTIAL AREA



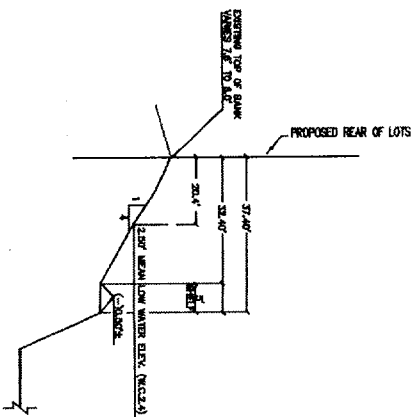
TYPICAL SECTION NW 87th AVE



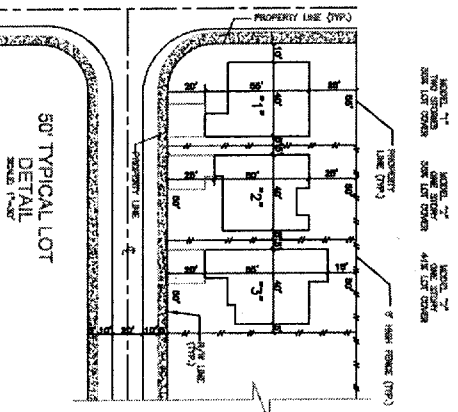
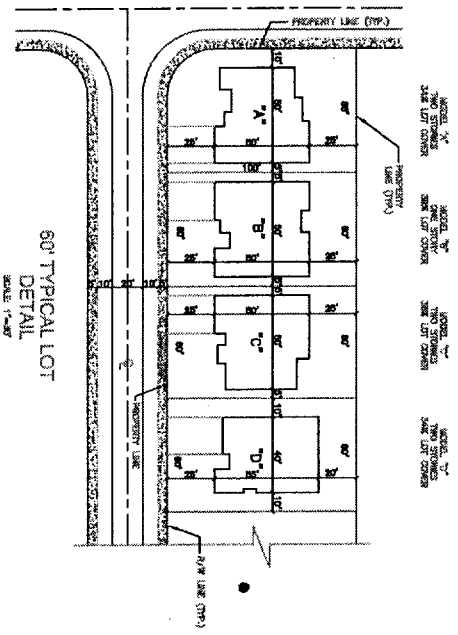
TYPICAL SECTION NW 154 ST.



EXISTING LAKE SECTION ON BANKS NEXT TO PROPOSED LOTS



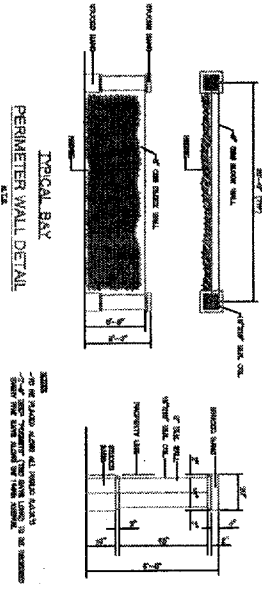
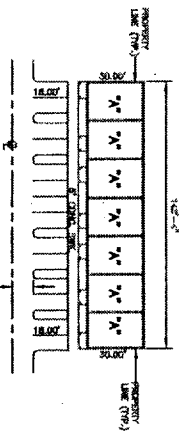
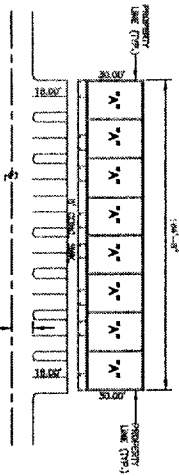
DATE: 10-02-02	PROJECT: DUNNWOODY LAKE	CLIENT: BETTY & LOWELL DUNN	SCALE: AS SHOWN	DESIGNER: N.T.S.	APPROVER: [Signature]	DATE: 10-02-02	REVISIONS:	NO. 35
DATE: 10-02-02	PROJECT: DUNNWOODY LAKE	CLIENT: BETTY & LOWELL DUNN	SCALE: AS SHOWN	DESIGNER: N.T.S.	APPROVER: [Signature]	DATE: 10-02-02	REVISIONS:	NO. 35
DATE: 10-02-02	PROJECT: DUNNWOODY LAKE	CLIENT: BETTY & LOWELL DUNN	SCALE: AS SHOWN	DESIGNER: N.T.S.	APPROVER: [Signature]	DATE: 10-02-02	REVISIONS:	NO. 35



ZONING CATEGORY	FRONT			REAR			SIDE			LOT COVERAGE	
	REQ.	PROV.	MIN.	REQ.	PROV.	MIN.	REQ.	PROV.	MIN.	ALLOW.	PROV.
TS X 100 LOTS	15'-0"	15'	15'	15'-0"	15'	15'	7'-5"	7'-5"	15'	40%	40%
SD X 100 LOTS	15'-0"	20'	15'	15'-0"	15'	15'	7'-5"	7'-5"	10'	40%	40%
TD X 100 LOTS	15'-0"	20'	15'	15'-0"	15'	15'	7'-5"	7'-5"	10'	40%	40%
TOWNHOUSE SITE	25'	25'	25'	25'	25'	25'	25'	25'	25'	NA	NA
DIST. INT. PAV.	25'	25'	25'	25'	25'	25'	25'	25'	25'	NA	NA
BETWEEN BLDGS.	20'	20'	20'	20'	20'	20'	15'	15'	15'	15'	15'

* 15' FOR DRIVE OR WALKWAY 20' AT GARAGE
- 15' FOR 50% OF WIDTH

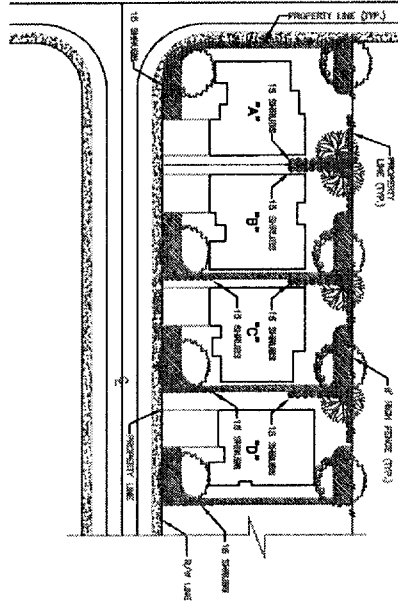
AREA	2000 SF	100.0%
BUILDING & TANK ENCLOSURE	322 SF	16.1%
PAVEMENT	420 SF	21.0%
OTHER CONCRETE PADS & TOPS	213 SF	10.7%
LANDSCAPE AREA	1045 SF	52.2%
SET BACKS FOR BUILDING	REQUIRED	REQUIRED
FRONT	NA	5'
SIDE	NA	3'
REAR	NA	14'



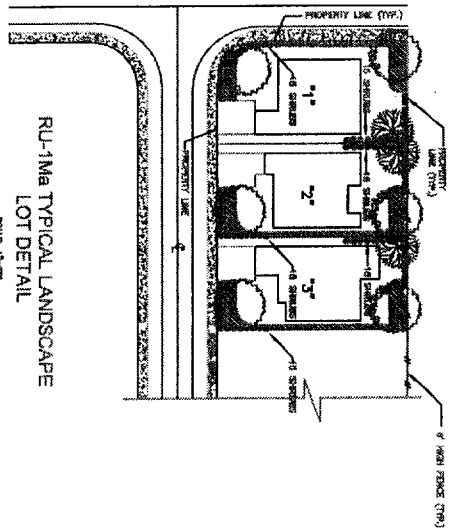
TYPICAL LIFT STATION DETAILS

RU-3M TYPICAL TWO STORY BUILDINGS

SCALE: 1/8" = 1'-0"



RU-1MB TYPICAL LANDSCAPE LOT DETAIL
SCALE: 1"=40'

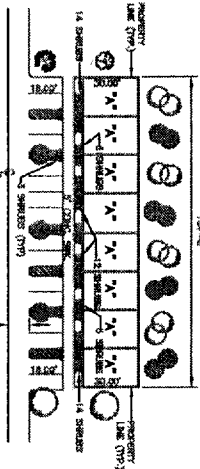
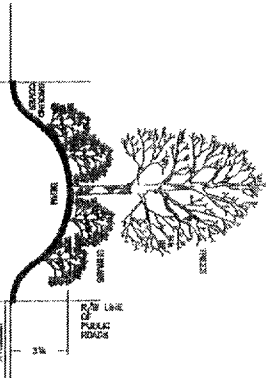


RU-1MA TYPICAL LANDSCAPE LOT DETAIL
SCALE: 1"=40'

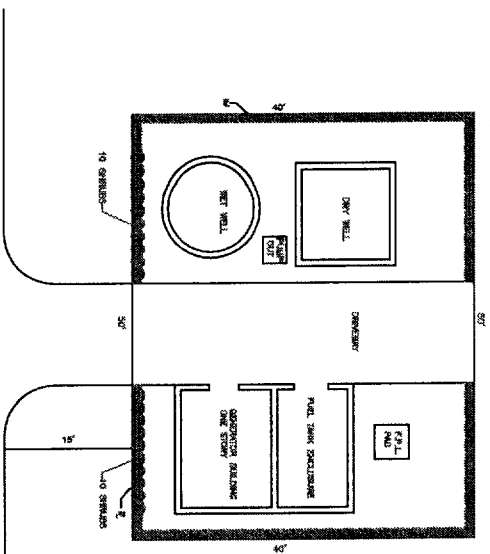
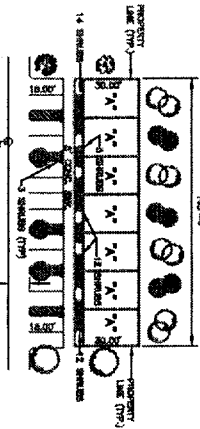
LANDSCAPE LEGEND

- SYMBOL TREE NAME
- QUINCE LARGO NATIVE - Buenos Simmonds 10' O.H.
 - LIVE OAK NATIVE - Quercus Virginia 10' O.H.
 - SILVER TRIPLAFET - Fothergilla Carolina 12' O.H.
 - CASABLANCA PALM - (NATIVE) - Scaevola Palmicola 14' O.H.
 - SHRUBS (30 PER LOT)
 - GROUND COVERAGE REQUIRED

SECTION OF 10' LANDSCAPE BERM ON COMMERCIAL PARCEL
N.T.S.

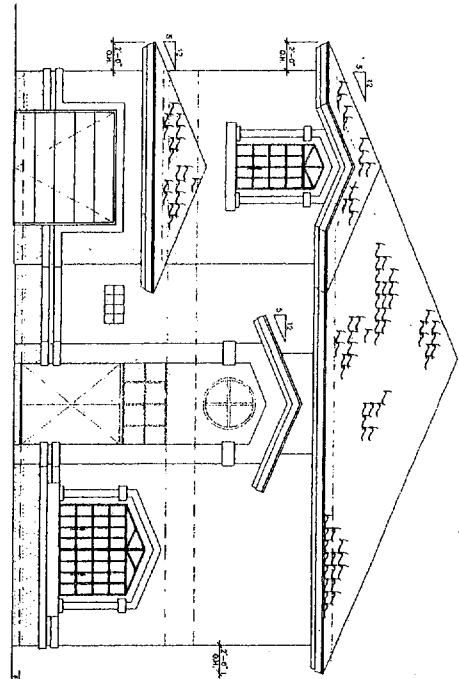


RU-3M TYPICAL TWO STORY BUILDINGS
SCALE: 1"=40'



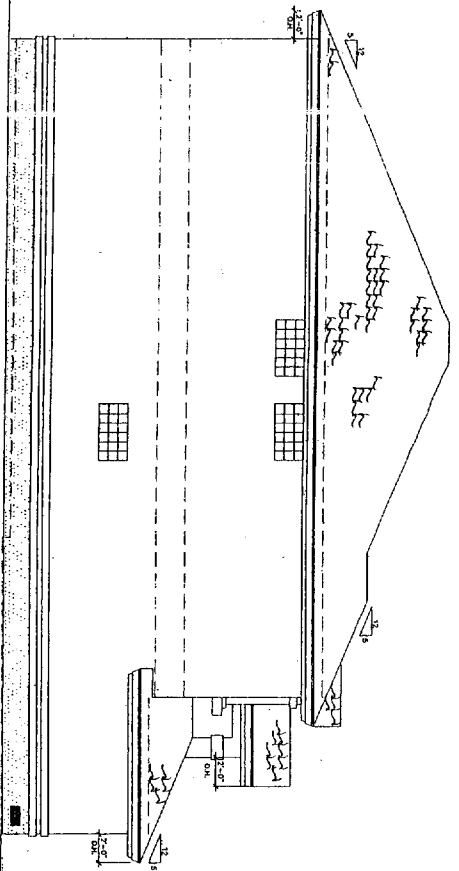
LIFT STATION LANDSCAPE PLAN
N.T.S.

<p>LANDSCAPE DETAILS DUNNWOODY LAKE BETTY & LOWELL DUNN</p>	<p>ROBAYNA AND ASSOCIATES INC. ENGINEERS, PLANNERS AND ARCHITECTS 1310 W. 20th Street, Suite 101 Tulsa, OK 74104 Phone: 918-481-5415</p>	<p>DESIGNED BY: APR DRAWN BY: RLW CHECKED BY: RLW DATE: 10-02-08 AS SHOWN</p>	<p>REVISIONS</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> <tr> <td>01</td> <td>10-02-08</td> <td>REVISION AS PER CITY REQUIREMENTS</td> <td>RLW</td> </tr> <tr> <td>02</td> <td>10-02-08</td> <td>REVISION AS PER CITY REQUIREMENTS</td> <td>RLW</td> </tr> </table>	NO.	DATE	DESCRIPTION	BY	01	10-02-08	REVISION AS PER CITY REQUIREMENTS	RLW	02	10-02-08	REVISION AS PER CITY REQUIREMENTS	RLW
NO.	DATE	DESCRIPTION	BY												
01	10-02-08	REVISION AS PER CITY REQUIREMENTS	RLW												
02	10-02-08	REVISION AS PER CITY REQUIREMENTS	RLW												



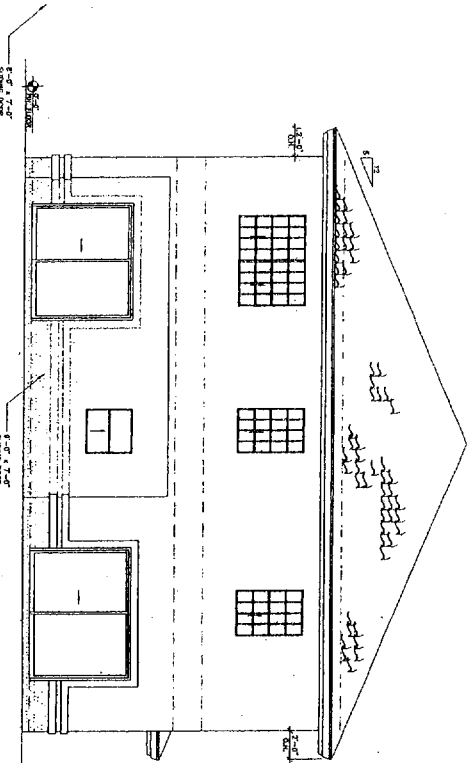
MODEL 1 - ELEVATION (FRONT)

SCALE 1/8"=1'-0"



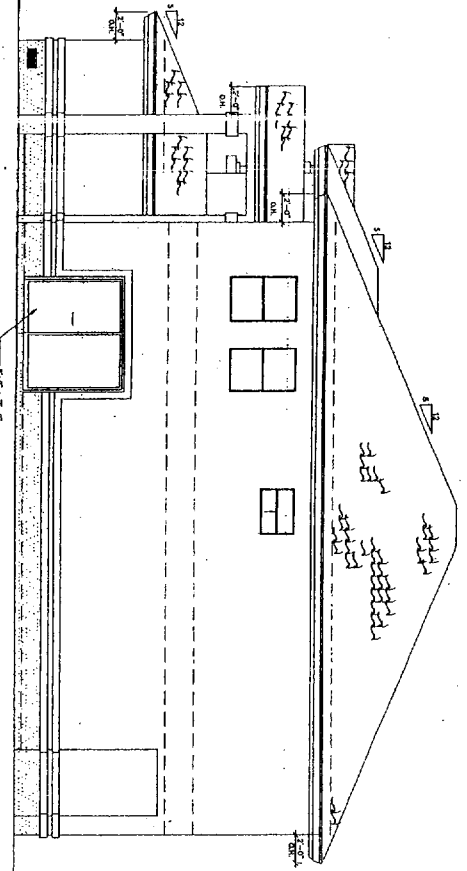
MODEL 1 - ELEVATION (SIDE)

SCALE 1/8"=1'-0"



MODEL 1 - ELEVATION (REAR)

SCALE 1/8"=1'-0"



MODEL 1 - ELEVATION (SIDE)

SCALE 1/8"=1'-0"

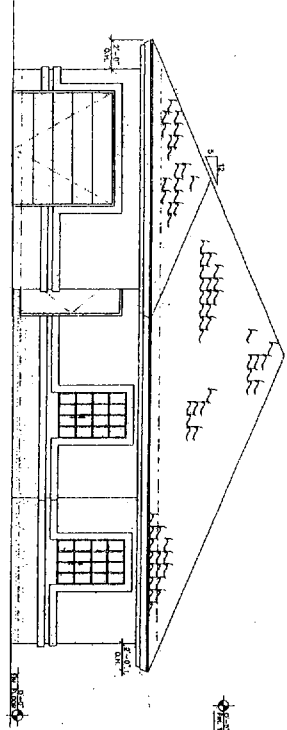
PAPER 11-22-84

DATE	1/4"-1'-0"	NO. 0301-A2	REV. 11-22-84
BY	S.D.		
CHECKED			
APPROVED			
PROJECT	MODEL 1 - ELEVATIONS		
LOCATION	DUNNWOODY LAKE		
NO.	0301		
DATE	11-22-84		
SCALE	1/8"=1'-0"		
PROJECT	DUNNWOODY LAKE		
NO.	0301		
DATE	11-22-84		
SCALE	1/8"=1'-0"		



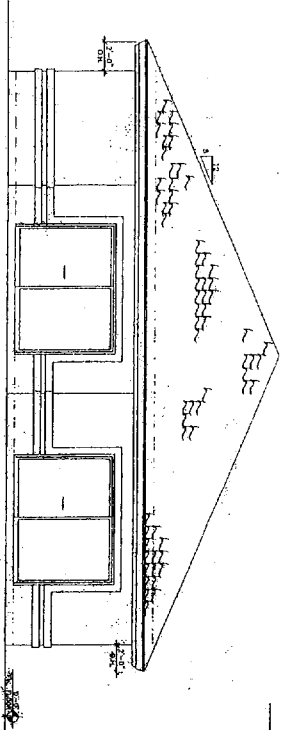
arkdesign inc.
 21304 West Dixie Highway
 North Miami Beach, FL 33160
 (305) 931-5393

meyer gorin
 architect
 P.A. # 9700



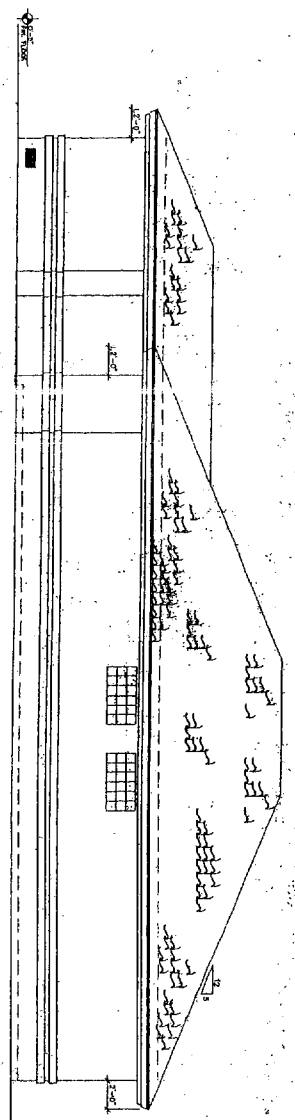
MODEL 3 - ELEVATION (FRONT)

SCALE 1/8"=1'-0"



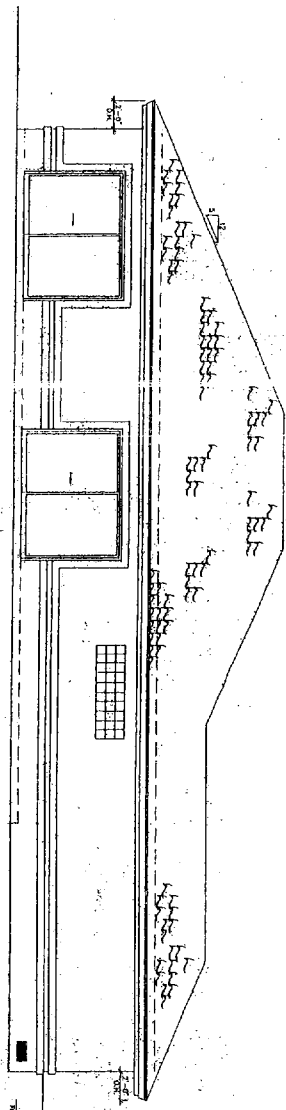
MODEL 3 - ELEVATION (REAR)

SCALE 1/8"=1'-0"



MODEL 3 - ELEVATION (SIDE)

SCALE 1/8"=1'-0"



MODEL 3 - ELEVATION (SIDE)

SCALE 1/8"=1'-0"

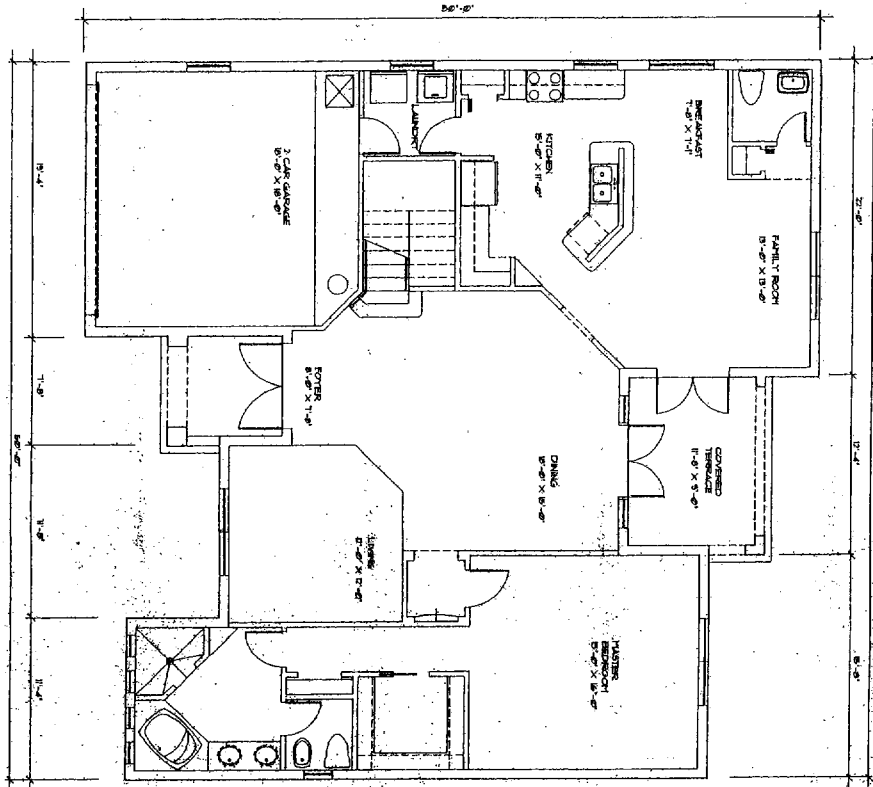
NO.	DATE	BY	CHKD BY	APP'D BY
1	11-22-94	SP	AS	
<p>PROJECT: MODEL 3 - ELEVATIONS DUNNWOODY LAKE</p>				
<p>SCALE: 1/8"=1'-0"</p>				

MODEL 3 - ELEVATIONS
 DUNNWOODY LAKE

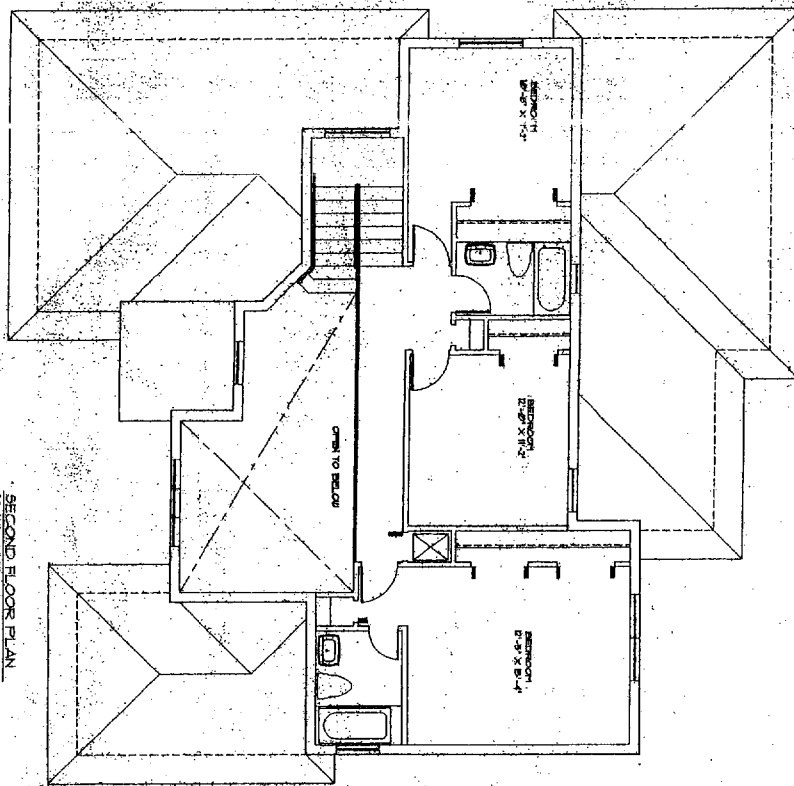


arkidesign inc.
 21304 West Dixie Highway
 North Miami Beach, FL 33160
 (305) 931-5383

meyer gorin
 architect
 RA • 0700



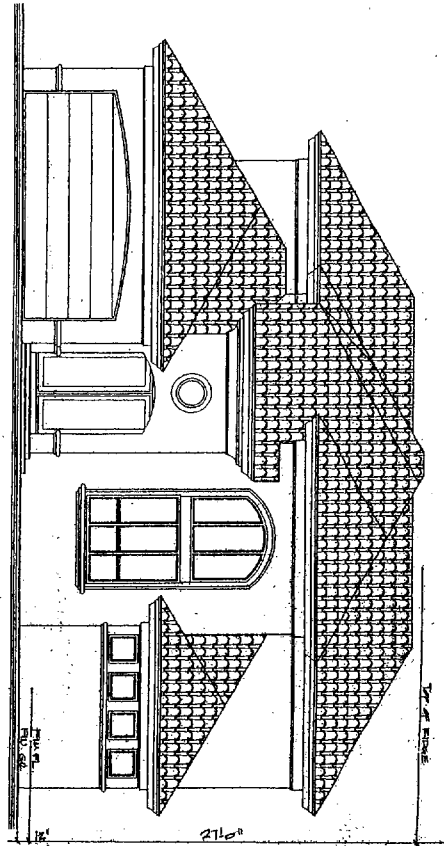
GROUND FLOOR PLAN



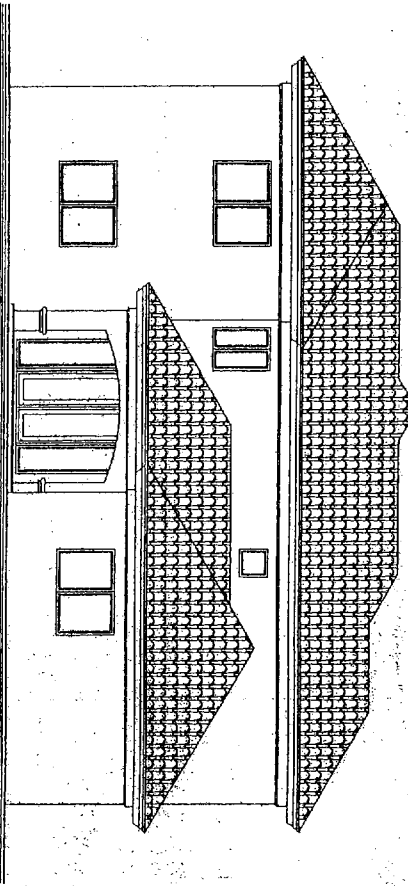
SECOND FLOOR PLAN

MODEL A

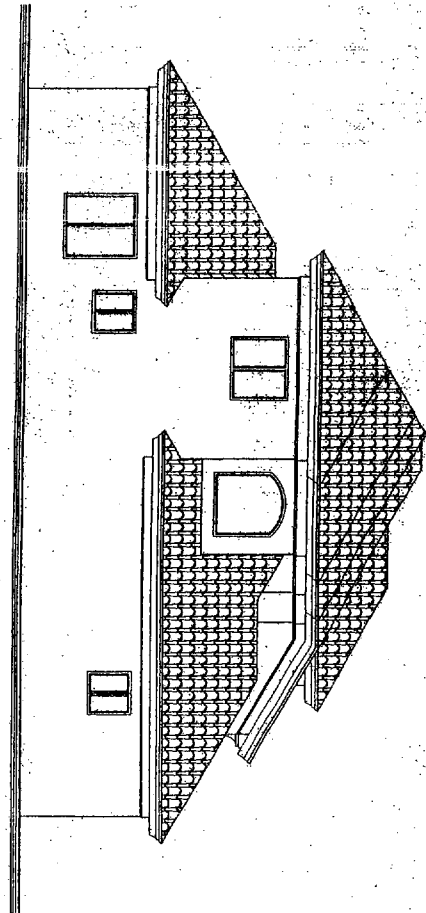
FRONT ELEVATION



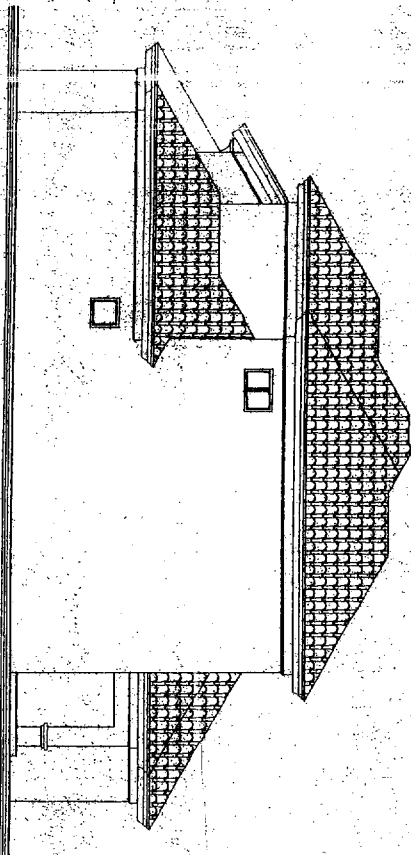
REAR ELEVATION



LEFT-SIDE ELEVATION



RIGHT-SIDE ELEVATION

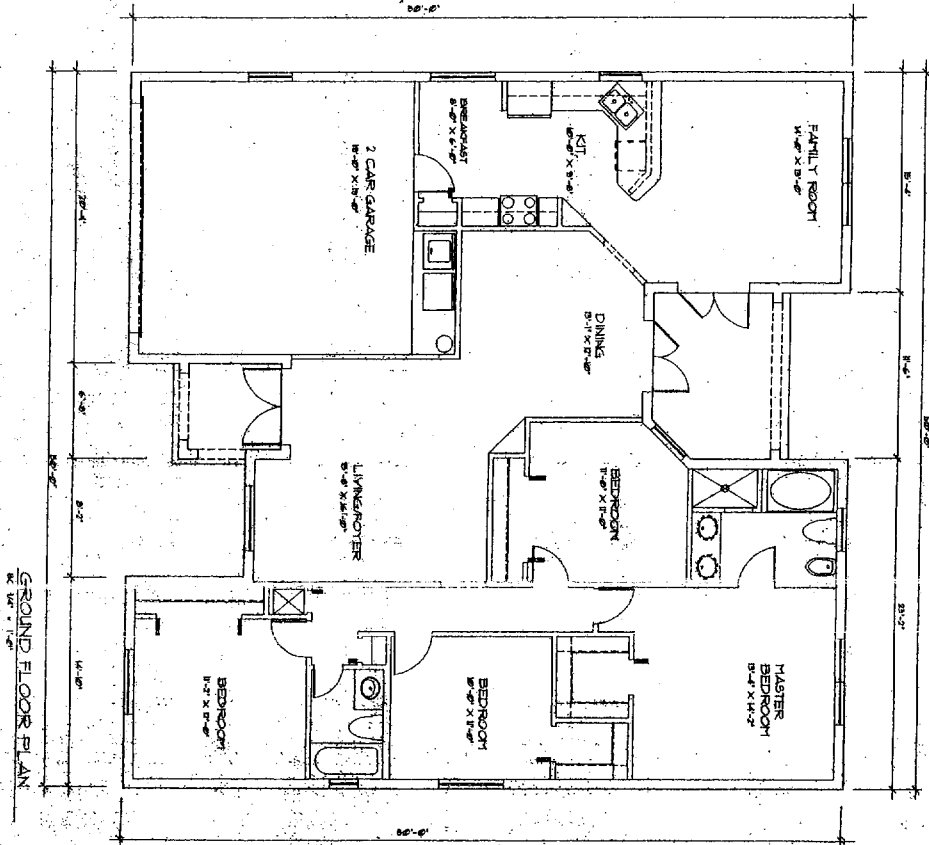


MODEL 'A'

DUNNWOODY LAKE

ALBERT O. GONZALEZ
ARCHITECT
1111 NW 146TH ST. MIAMI LAKES, FLA. 33216
(305) 871-8933 FAX (305) 871-8917

AR-0201863



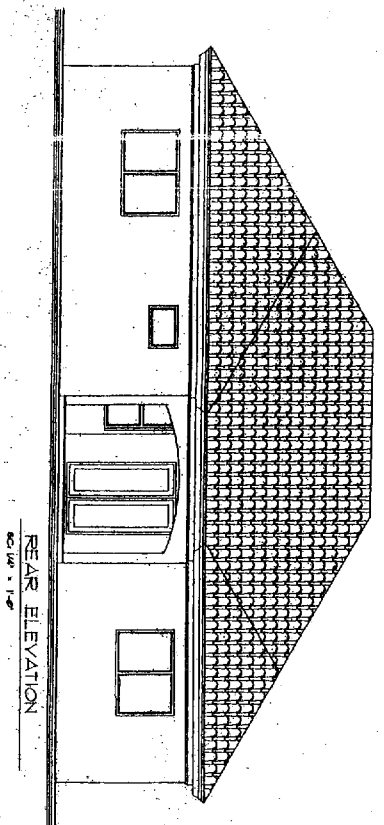
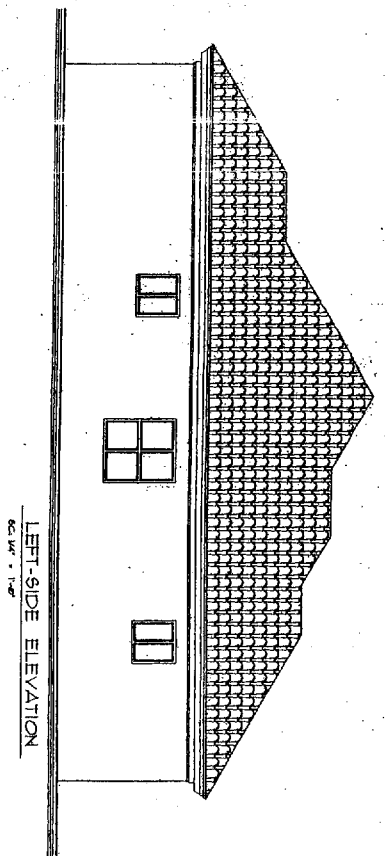
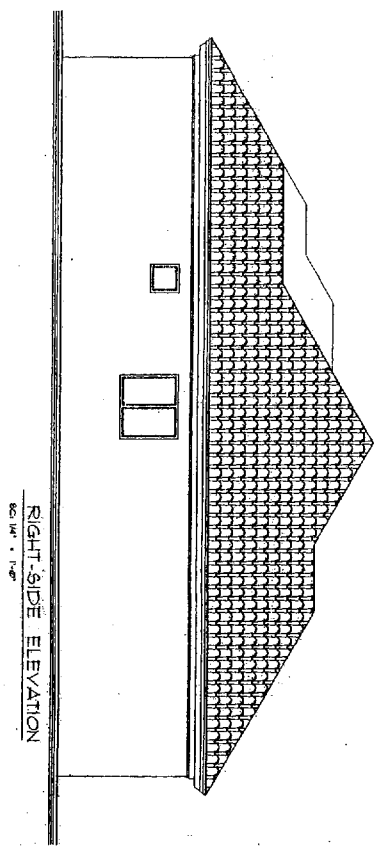
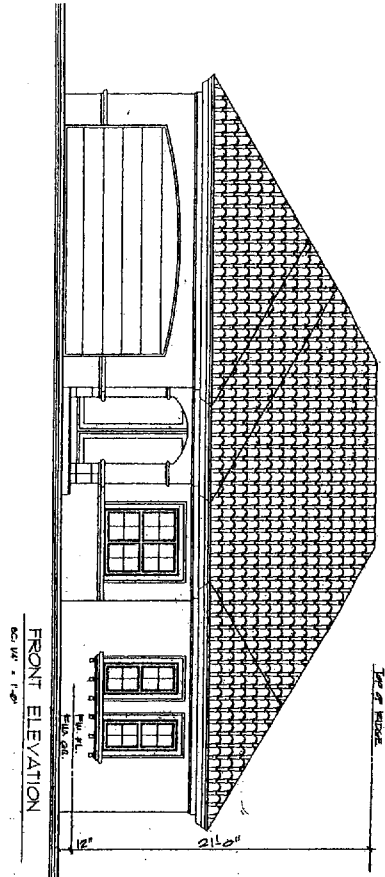
MODEL 'B'

DATE	
SCALE	
PROJECT	
JOB	
CLIENT	
A-6	

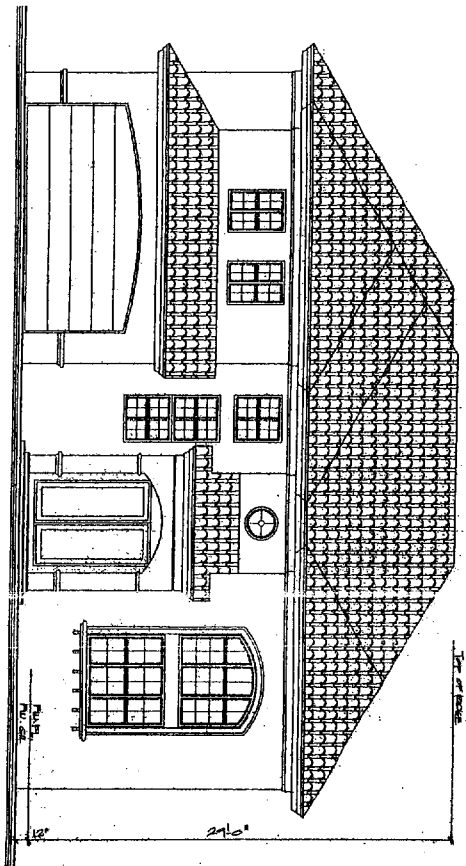
DUNNWOODY LAKE

ALBERT O. GONZALEZ
 ARCHITECT
 1111 NW 146TH ST. MIAMI LAKES, FLA 33016
 (305) 671-8983 FAX (305) 671-8911

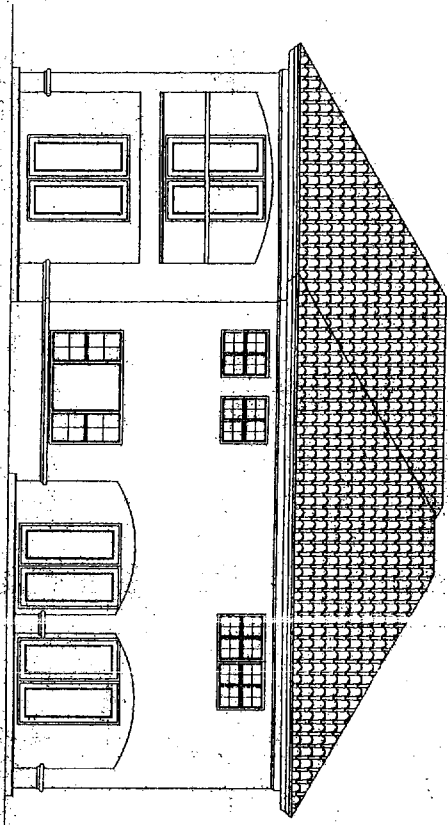
AR-011963



MODEL 'B'



FRONT ELEVATION



REAR ELEVATION

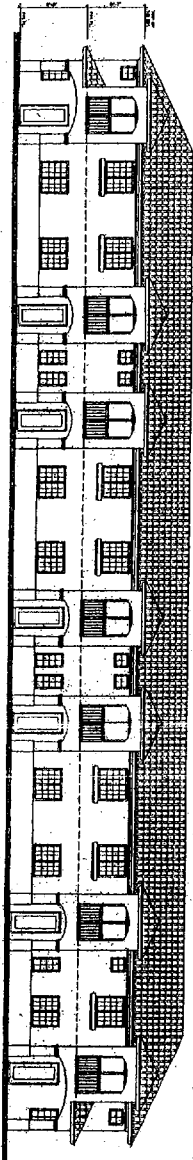
MODEL 'C'

DATE	
SCALE	
PROJECT	
NO.	
SHEET	
A-6	

DUNNWOODY LAKE

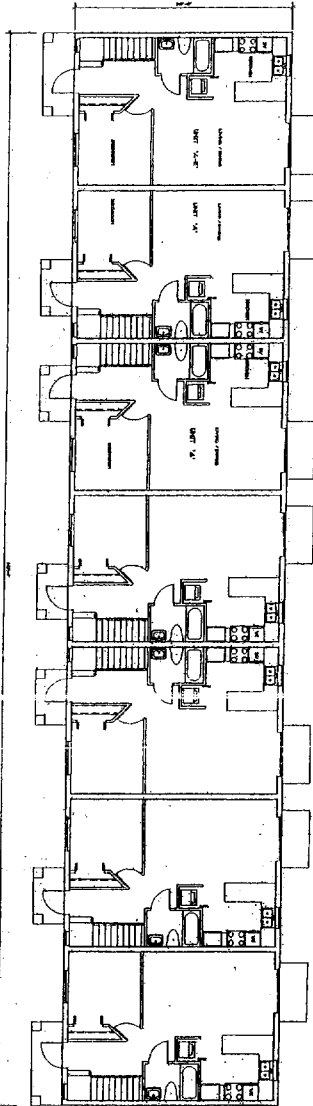
ALBERT O. GONZALEZ
 ARCHITECT
 1111 NW 146TH ST. MIAMI LAKE, FLA. 33016
 (305) 827-8833 FAX (305) 827-8877

AR-0210963

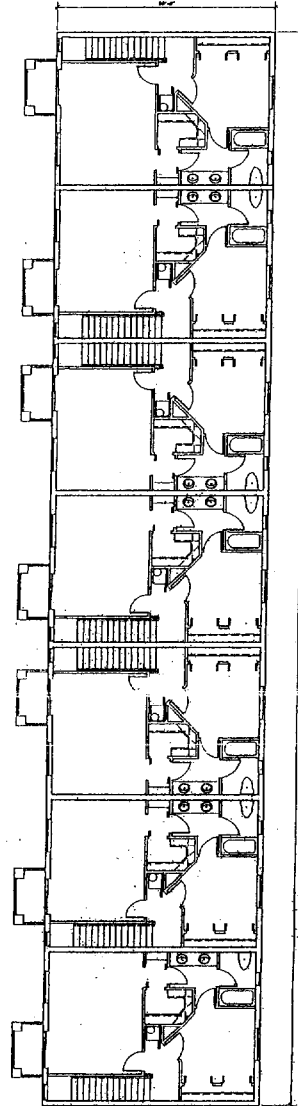


FRONT ELEVATION

1ST FLOOR



2ND FLOOR



A-6

DUNNWOODY LAKE

ALBERT O. GONZALEZ
 ARCHITECT
 1111 NW 146TH ST. MIAMI LAKES, FLA. 33016
 (305) 627-8933 FAX (305) 627-8911

AR-2011863

REVISED BY

DATE

SCALE

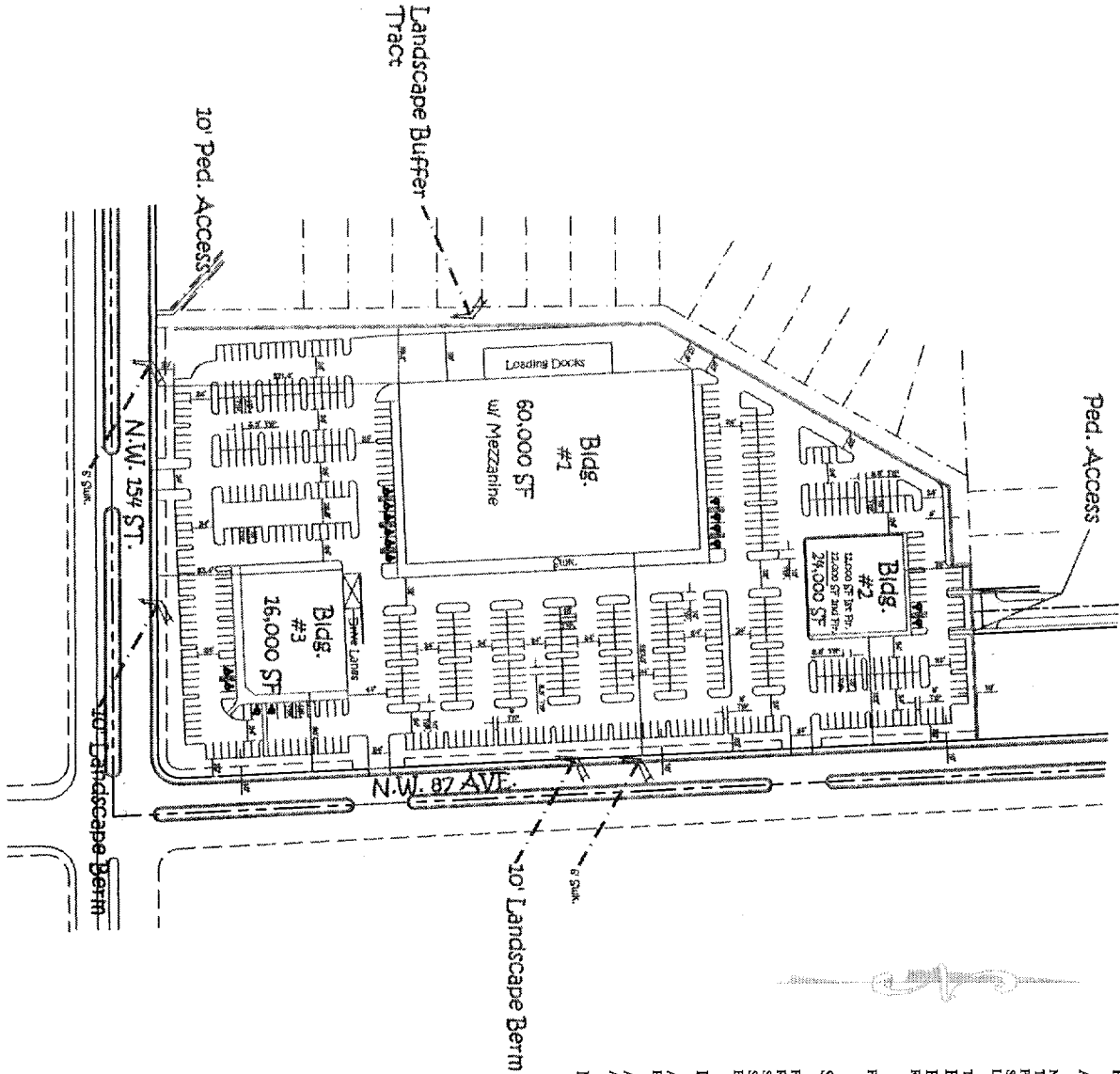
PROJECT

JOB

CLIENT

EXHIBIT "E"

COMMERCIAL TRACT SITE PLAN CS-5.dwg 9-18-02 157/28 pt E2T



DATA

PROPOSED ZONING BU-1A

AREAS

AREAS	REQUIRED/ALLOWED
NET SITE AREA	413,977 SF
TOTAL BUILDING AREA	88,000 SF
PAVEMENT AREA	237,931 SF
SIDEWALKS	19,368 SF
LANDSCAPE AREA	68,758 SF
TOTAL FLOOR AREA	100,000 SF
FAR	100,000/413,977 = 0.24
PARKING	100,000 SF / 290 SF/SP
HANDICAP SPACES	400 SPACES
HANDICAP SPACES PROVIDED	12 SPACES
HANDICAP SPACES ALLOWED	534 SPACES
HANDICAP SPACES REQUIRED	16 SPACES

SETBACKS

SETBACKS	REQUIRED/ALLOWED	PROVIDED (MIN.)
FRONT	20 FEET	90 FEET
REAR	20 FEET	27.6 FEET
REAR SIDE	15 FEET	75 FEET
STREET SIDE	15 FEET	93 FEET
BUILDING HEIGHT	35 FEET	35 FEET (STORIES)

LANDSCAPE BUFFERS

AN ADDITIONAL 20-FOOT LANDSCAPE BUFFER IS PROVIDED BETWEEN RESIDENTIAL AREA AND THE REAR OF THE BU-1A PARCEL. (AS SHOWN)

A 10-FOOT LANDSCAPING BERM IS PROVIDED ALONG THE PUBLIC RIGHT OF WAY. PLUS AN ADDITIONAL 10' OF LANDSCAPING.

NOTES: 1. USES PERMITTED AS PER RESTRICTIVE COVENANT.

<p>PROJECT: COMMERCIAL TRACT SITE PLAN</p> <p>CLIENT: DUNNWOODY LAKE</p> <p>OWNER: BETTY & LOWELL DUNN</p>	<p>ROBAYNA AND ASSOCIATES, INC.</p> <p>ENGINEERS, PLANNERS AND ARCHITECTS</p> <p>1100 W. 79th Street, Suite 101 Tulsa, OK 74114 Phone: 918-437-4718</p>	<p>DATE: 10-20-02</p> <p>SCALE: 1"=80'</p>	<p>APPROVED: [Signature]</p> <p>DATE: 10-20-02</p>	<p>DATE: []</p>
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This instrument prepared by :
Stanley B. Price, Esquire
Bilzin Sumberg Dunn Baena Price & Axelrod LLP
2500 First Union Financial Center
200 South Biscayne Boulevard
Miami, Florida 33131-2336

(Space Above For Recorder's Use Only)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned Owners hold the fee simple title to the land in the Town of Miami Lakes, Miami-Dade County, Florida, described in Exhibit "A" attached hereto and hereinafter called the "Property."

WHEREAS, Owners have filed a zoning application with the **Town of Miami Lakes** (sometimes referred to as the "Town") through the Miami-Dade County Department of Planning and Zoning referred to as Public Hearing Application No. 02-01 ("Application");

IN ORDER TO ASSURE the Town that the representations made to them by the Owners during consideration of Public Hearing No. 02-01 will be abided by the Owners, their successors or assigns freely, voluntarily and without duress, the Owners make the following Declaration of Restrictions covering and running with the Property:

- (1) That the Property shall be developed in substantial compliance with the plans entitled "Dunnwoody Lake" as prepared by Robayna and Associates, Inc., consisting of 8 sheets labeled S-1, S-4 and S-5 dated last revised October 2, 2002, sheets S-3, L-1 and L-3 dated last revised September 18, 2002, sheet S-2 dated last revised July 17, 2002, and sheet L-2 dated August 8, 2002.
- (2) That the residential development of the Property shall be limited to no more than 509 units. No zoning application to increase the density in excess of 509 residential units may be filed with the Town without the express written consent of the Royal Palm Homeowners Association or its successor thereto.
- (3) That notwithstanding the requested RU-3M zoning classification for the residential portion of the Property, the residential portion of the Property along the northern,

eastern and southern perimeters of the Property shall be limited to single-family detached homes as shown on the site plan described in paragraph one (1) herein.

- (4) The development of the residential portion of the site shall be phased such that there will be balanced and concurrent development of the represented housing types. Prior to the issuance of the first residential building permit, the Owners, their successors or assigns, shall submit to the Town for approval, a residential phasing plan in accordance with this paragraph.
- (5) The Owners, their successors or assigns, shall construct or cause to be constructed an automatically operated underground irrigation system to service all landscaped areas as shown on the site plan described in paragraph one (1). Prior to the issuance of the first residential building permit, the Owners, their successors or assigns, shall submit to the Town for approval, a residential landscaping and irrigation plan in accordance with this paragraph. Automatically operated irrigation will be provided in all parts of the development, including rights-of-way, parks, common areas and roads constructed by the Owners, their successors or assigns.
- (6) Prior to the submission of an application for the first building permit, Owners, their successors or assigns, will submit to the Town for approval a homeowners association document which will provide for high quality architectural controls, an architectural review committee and assurances that the maintenance of all properties within the subdivision will be maintained solely by the association and at no cost or liability to the Town. The homeowners association shall be fully responsible for the maintenance of the lake and landscaping within the subdivision.
- (7) At no cost to the Town, Owners, their successors or assigns, shall construct or cause to be constructed a wall along the residential portion of the east property line adjacent to N.W. 87th Avenue and the residential portion of the south property line adjacent to N.W. 154th Street, subject to approval of the Town. This wall shall also separate the commercial and residential properties. Maintenance and repair of the wall shall be the sole responsibility and obligation of the homeowners association as described in paragraph six (6) herein.
- (8) Recreational use of the lake as shown on the site plan described in paragraph one (1) herein shall exclude the operation of motorized vessels including, but not limited to, motorized boats and jet skis.
- (9) In order to help meet the future educational needs generated by this Application, the Owners, their successors or assigns, shall voluntarily contribute funds to the Town equal to Three Hundred Thousand Dollars (\$300,000) (the "Contribution"). However, this Contribution is intended to be used for educational purposes specifically serving the children of the Town. The total Contribution shall be made

in one (1) payment in the amount of \$300,000 prior to issuance of the first residential building permit for any portion of the Property or after the effective date of an executed interlocal agreement between the Town and the Miami-Dade County School Board, whichever is later. Once the interlocal agreement is in effect, the Contribution shall be transferred to the School Board pursuant to the interlocal agreement. The Owners, their successors or assigns, acknowledge and agree that the Contribution to the Town shall not entitle the Owners or their successors or assigns to a credit against the amount of the educational facilities impact fee that will be assessed against the future development of the Property under Chapter 33K of the Miami-Dade County Code. The Owners, their successors or assigns, intend to construct a total of 509 units and the amount of the contribution is based on this amount. To the extent that less than 509 units are approved by the Town Council of the Town, the amount of the Contribution shall be reduced on a pro rata basis.

- (10) Development of the commercial portion of the Property shall not commence until such time as the Owners, their successors or assigns, have presented the Town with a final site plan detailing the proposed commercial development(s) and the same has been approved by the Town after public hearing.
- (11) Despite the commercial zoning on a portion of the Property as depicted on the site plan referenced in paragraph one (1), the commercial uses shall be limited to:
 - (a) Grocery stores;
 - (b) Drugstores, including drive-thru facilities;
 - (c) Restaurants and drive-thru restaurants;
 - (d) Office buildings and related uses;
 - (e) Banking and financial institutions, including drive-thru facilities; and
 - (f) Other neighborhood retail and service uses.
- (12) The commercial portion of the Property shall not be developed with gasoline service stations, free-standing convenience stores, pawn shops, liquor stores, adult entertainment uses, or other uses specifically prohibited by the Town's Code of Ordinances.
- (13) That prior to the issuance of the first building permit, Owners, their successors or assigns, shall, at no cost to the Town, dedicate (a) to Miami-Dade County its portion of the required right-of-way for N.W. 87th Avenue in Section 16, Township 52 South, Range 40 East, and (b) to the Town its portion of the required right-of-way for N.W. 154th Street in Section 16, Township 52 South, Range 40 East.

- (14) Prior to issuance of the first residential building permit, Owners, their successors or assigns, shall construct or cause to be constructed N.W. 154th Street at no cost to the Town. Said construction shall be in accordance with the applicable standards of the Town and Miami-Dade County. Construction of N.W. 154th Street shall consist of constructing a four-lane roadway adjacent to N.W. 87th Avenue, from approximately N.W. 84th Avenue (from the west end of the current four lane section) to approximately 60 feet west of N.W. 89th Avenue, as illustrated on the plans described in paragraph one (1). The proposed construction of N.W. 154th Street shall connect to the ending paved roadway located west of N.W. 84th Avenue.
- (15) At no cost to the Town, Owners, their successors or assigns, shall construct or cause to be constructed lighted, landscaped, and irrigated roadway medians and swales along those portions of the roads adjacent to the Property which are constructed by them, including as applicable, N.W. 154th Street or the portion of N.W. 87th Avenue located in Section 16, Township 52 South, Range 40 East. Said lighting fixtures and landscaping design shall be comparable or higher than the aesthetic quality of roadway medians and swales existing in the immediate surrounding area, as acceptable to the Town.
- (16) Owners, their successors or assigns, agree that prior to the submission of an application for the first building permit, it will submit to the Town for approval a detailed plan illustrating all tot lots and parks as shown on the plans detailed in paragraph one (1). The Property shall contain at least 3.85± acres of parks or Owners, their successors or assigns shall provide to the Town the fair market value cash contribution on a pro rata basis for any deficiency for park land as amended by the Town's Comprehensive Plan. The Owners, their successors or assigns agree that such park acreage or cash contribution in lieu of park acreage shall not entitle the Owners, their successors or assigns to a credit against the amount of park impact fees that will be assessed against the future development of the Property under the park impact fee ordinance.
- (17) **Sale of Property to Fire Department.**
- (a) In order to further address the impact of the development of the Property on the Miami-Dade County Fire Rescue Department (the "Fire Department"), and to help meet the future Fire Department needs generated by this application and other development in the Town, the Owners, their successors or assigns, hereby agree to offer to the Fire Department for the construction of a fire rescue station that certain site consisting of approximately 200' x 200' located due west of the commercial property as depicted on the plans

referenced in paragraph one (1) and fronting on N.W. 154th Street. A copy of the proposed area is attached as Exhibit "B" to this Agreement ("Fire Department Site").

- (b) The Fire Department shall have, until April 9, 2003, an irrevocable option to purchase the Fire Department Site. The Fire Department must exercise this option in writing, to the Owners, their successors or assigns, within this period, or the option automatically expires at which time the Owners, their successors or assigns, are under no obligation whatsoever to sell the Fire Department Site to the Fire Department and the Fire Department Site will be developed with residential units substantially in accordance with the site plans referenced in paragraph one (1). However, if the Fire Department exercises its option, the Fire Department shall have until October 9, 2003 to close on the Fire Station Site.

If the Fire Department exercises its option referenced in this paragraph 17, the Owners must provide a legal description of the Fire Department Site. The Fire Department shall, at its own expense, secure an appraisal for the Property to determine the fair market value of the Property. In the event the Owners, their successors or assigns dispute the appraisal amount, Owner shall be entitled to obtain an additional appraisal at its own expense. If the two appraisals differ by less than 5 %, the Fire Department appraisal shall govern. In the event the appraisals differ by greater than 5%, the Fire Department and Owners shall agree on a third appraisal. The Fire Department and Owners, their successors or assigns shall be bound by either the original Fire Department appraisal or the third appraisal, whichever is greater.

- (c) Should the Fire Department elect to purchase the Fire Department Site, it shall be responsible for their costs associated with rezoning the Fire Department Site with the Town of Miami Lakes, and for all costs associated with replatting the Fire Department Site to create a separate platted parcel. The Owners, their successors or assigns agree to fully cooperate and execute all documents necessary to effectuate the change in the approved site plan.
- (d) In the event the Fire Department elects to exercise its option, final transfer of the Property shall occur by a warranty deed free of all encumbrances and liens.
- (e) The Owners, its successors or assigns agree that the sale of the Fire Department Site to the Fire Department shall not entitle the Owners, their successors or assigns to a credit against the amount of fire impact fees that

will be assessed against the future development of the Property under Chapter 33J of the Code of Miami-Dade County.

- (f) Owners, their successors or assigns shall provide all utilities including water lines, sewer lines, electric service, and telephone service at the perimeter of the Fire Department Site in a sufficient operational state to meet all applicable building and zoning codes and support full development of a fire station. The Owners, their successors or assigns shall provide, at their expense, paved road access along N.W. 154th Street to the fire station site.
 - (g) Nothing contained in this paragraph 17 of this Agreement shall be interpreted to preclude Owners, their successors or assigns from proceeding with the development of the remainder of the Property during the above-described option period, except for the Fire Department Site.
- (18) **Town Inspection.** As further part of this Declaration, it is hereby understood and agreed that any official inspector of the Town of Miami Lakes, 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.
- (19) **Covenant Running with the Land.** This Declaration on the part of the Owners shall constitute a covenant running with the land and shall 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 or 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.
- (20) **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 a majority of 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 of Miami Lakes.

(21) **Modification, Amendment, Release.**

- (a) This Declaration may be modified, amended or released as to the residential portion of the Property herein described, or any portion thereof, by a written instrument, including joinders of all mortgagees, if any, executed by the then owner(s) of all of the residential portion of the Property provided that the same is also approved by the Town Council after public hearing.
- (b) This Declaration may be modified, amended or released as to the commercial portion of the Property herein described, or any portion thereof, by a written instrument, including joinders of all mortgagees, if any, executed by the then owner(s) of all of the commercial portion of the Property provided that the same is also approved by the Town Council after public hearing.
- (c) Should this Declaration be so modified, amended or released, the Town Manager or the executive officer of the successor of such Town Manager, or in the absence of such Manager 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.

(22) **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 or her attorney. This enforcement provision shall be in addition to any other remedies available at law or in equity or both.

(23) **Authorization for Town of Miami Lakes to Withhold Permits and Inspections.** In the event payments or improvements or donations are not made in accordance with the terms of this Declaration, in addition to any other remedies available, the Town 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.

(24) **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.

Declaration of Restrictions

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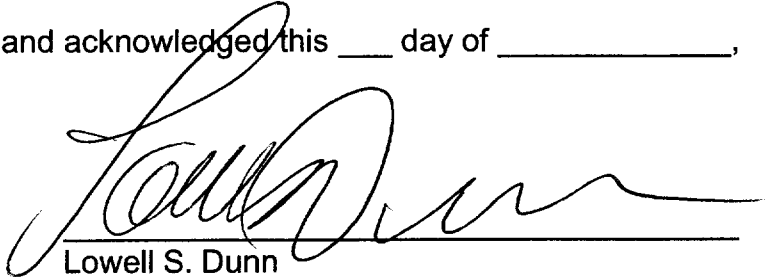
- (25) **Severability**. Invalidation of any one of these covenants, by judgment of Court, in no way shall affect any of the other provisions which shall remain in full force and effect.

- (26) **Recording**. This Declaration shall become final and shall be filed of record in the public records of Miami-Dade County, Florida at the cost of the Owners following the adoption by the Town Council of a final ordinance approving the application and expiration of all appellate time frames.

[SIGNATURE PAGES FOLLOW]

Signed, witnessed, executed and acknowledged this ___ day of _____, 2002.

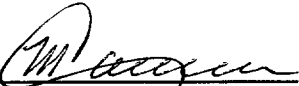
Witnesses:




Lowell S. Dunn

Print Name: 

Shanna Moreno

Print Name: 

Mercy CANOURA



Betty L. Dunn

Print Name: 

Shanna Moreno

Print Name: 

Mercy CANOURA

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE } ss:

The foregoing instrument was acknowledged before me this 4 day of OCTOBER, 2002 by LOWELL S. DUNN who is personally known to me or produced a valid driver's license as identification.

Notary Public
Sign Name: Kathy M Rangel
Print Name: KATHY M RANGEL
My Commission Expires: 7-8-03
Serial No. (None, if blank): CC852844

[NOTARIAL SEAL]

OFFICIAL NOTARY SEAL
KATHY M RANGEL
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC852844
MY COMMISSION EXP. JULY 8, 2003

Declaration of Restrictions

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STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }ss:

The foregoing instrument was acknowledged before me this 4 day of OCTOBER, 2002 by BETTY L. DUNN who is personally known to me or produced a valid driver's license as identification.

Notary Public

Sign Name: Kathy M Rangel

Print Name: KATHY M RANGEL

My Commission Expires: 7-8-2003

Serial No. (None, if blank): CC852844

[NOTARIAL SEAL]

OFFICIAL NOTARY SEAL KATHY M RANGEL NOTARY PUBLIC STATE OF FLORIDA COMMISSION NO. CC852844 MY COMMISSION EXP. JULY 8, 2003
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EXHIBIT A

LEGAL DESCRIPTION

DESCRIPTION OF A PORTION OF LAND BEING AND LYING IN SECTION 18, TOWNSHIP 52 SOUTH, RANGE 40 EAST IN DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
THE SOUTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 52 SOUTH RANGE 40 EAST:

LESS
BEGINNING AT THE SOUTHEAST CORNER OF THE ABOVE MENTIONED SECTION 18, THENCE N89°34'49"E ALONG THE SOUTH LINE OF SECTION 18 FOR A DISTANCE OF 1441.84 FEET, THENCE N00°25'14"W FOR A DISTANCE OF 140.00 FEET, THENCE S89°34'48"W FOR A DISTANCE OF 1197.72 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 18, THENCE S02°37'29"E FOR A DISTANCE OF 140.05 FEET TO THE POINT OF BEGINNING.
CONTAINING 158.20 ACRES MORE OR LESS.

EXHIBIT "B"

LEGAL DESCRIPTION OF THE PROPOSED FIRE STATION SITE

A PORTION OF LAND LYING AND BEING AT THE SE ¼ OF SECTION 16,
TOWNSHIP 52 SOUTH, RANGE 40 EAST IN MIAMI-DADE COUNTY, FLORIDA;
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SE CORNER OF SAID SECTION 16; THENCE S89°34'49"W,
ALONG THE SOUTH LINE OF THE SE ¼ OF SAID SECTION 16 FOR A
DISTANCE OF 553.30 FEET TO A POINT; THENCE N00°25'11"W FOR 50.00 FEET
TO THE POINT OF BEGINNING; THENCE CONTINUE N00°25'11"W FOR 205.00
FEET; THENCE S89°34'49"W FOR 183.65 FEET; THENCE S 29°27'42"W FOR 32.70
FEET; THENCE S00°25'11"E FOR 176.55 FEET TO A POINT ON A LINE 40 FEET
NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SE ¼ OF
SECTION 16; THENCE N89°34'49"E ALONG THE PREVIOUSLY DESCRIBED
LINE FOR 200.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.94
ACRES MORE OR LESS.