

**APPLICATION FOR AN AMENDMENT TO THE
LAND USE PLAN MAP
OF THE MIAMI-DADE COUNTY
COMPREHENSIVE DEVELOPMENT MASTER PLAN**

2014 NOV 26 A 9:35

PLANNING & ZONING
METROPOLITAN PLANNING SECT

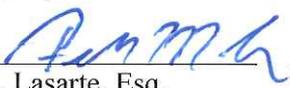
1. APPLICANTS

Keep Bleau Green Committee, Inc.

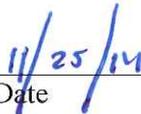
2. APPLICANT'S REPRESENTATIVE

Felix M. Lasarte, Esq.
The Lasarte Law Firm, LLP
3250 NE 1st Avenue, 334
Miami, FL 33137
(305) 594-2877
(305) 594-2878 (fax)

By: _____


Felix M. Lasarte, Esq.

Date


11/25/14

3. DESCRIPTION OF REQUESTED CHANGE

A. Change the Land Use Plan Map.

A change to the Land Use Element, Future Land Use Plan map is requested. The Applicant is requesting the redesignation of the subject property from "Park and Recreation" to "Medium Density Residential." The Applicant is also requesting to modify the underlying Declaration of Restrictions recorded in Official Records Book 23413, Page 1136 of the public records of Miami-Dade County, as modified by the First Modification to Comprehensive Plan Declaration of Restrictions recorded in Official Records Book 26955, Page 908 of the public records of Miami-Dade County.

B. Description of Subject Area.

Subject property consists of approximately 5.2 +/- gross acres (5.0 +/- net acres) of land located in Section 04, Township 54, Range 40 in unincorporated Miami-Dade County. This subject area is located East of theoretical NW 92nd Avenue, North of Fontainebleau Blvd, South of theoretical NW 7th Street, and West of NW 87th Avenue as depicted on the location map attached hereto as Exhibit "A".

C. Acreage.

1. Subject application area: 5.2 +/- gross acres (5.0 +/- net acres)
 - A. "Park and Recreation" to "Medium Density Residential": 5.2 +/- gross acres (5.0 +/- net acres)
2. Acreage owned by applicant: 5.2 +/- gross acres (5.0 +/- net acres)

D. Requested Changes.

1. It is requested that subject property be re-designated on the Future Land Use Plan map from "Parks and Recreation" to "Medium Density Residential."
2. Modification of "Restrictions Accepted by Board of County Commissioners in Association with Land Use Plan Amendments" by revising the underlying Declaration of Restrictions recorded in OR Book 23413 Page 1136 of the Public Records of Miami-Dade County, as modified by First Modification to Comprehensive Plan Declaration of Restrictions recorded in OR Book 26955, Page 908 of the public records of Miami-Dade County.

4. REASONS FOR AMENDMENT

a) Location of Application Area.

The Applicant is requesting a re-designation of the subject property from "Park and Recreation" to "Medium Density Residential." The subject property consists of approximately 5.2 +/- gross acres (5.0 +/- net acres), located in Section 04, Township 54, Range 40 in unincorporated Miami-Dade County (the "Property"). The Property is located East of theoretical NW 92nd Avenue, North of Fontainebleau Blvd, South of theoretical NW 7th Street, and West of NW 87th Avenue. The Property is in an area commonly known as "Fontainebleau". The Fontainebleau area is a highly dense residential community with a variety of housing types and residential densities.

The property which is the subject of this application is located in a portion of the former Fontainebleau Golf Course (the "Golf Course"). The Golf Course is divided into the East and West Course. The East and West Course are respectively divided into the Northeast (NE), Southeast (SE), Northwest (NW), and Southwest (SW) corners.

b) Prior Approval History – Fontainebleau Golf Course.

The Golf Course is the site of a mixed use infill project known as Fontainebleau Lakes which is currently being developed. This project was approved by Community Council 10 in 2006 for the development of 1,836 units. The approval originally permitted the development of 1,836 units on the former Fontainebleau Golf Course (the "Golf Course"). The approval also created a passive park for the residents of Fontainebleau with numerous lakes and pedestrian walkways.

In April 2004, the East Course was the subject of a Comprehensive Development Master Plan (CDMP) application that amended, inter alia, the land use designation on a portion of the East Course from

“Parks and Recreation” to “Medium Density Residential.” The West Course is currently designated for development as “Medium Density Residential.”

In 2008, the land use designation on approximately 31.9 acres of the SE Course was amended from “Medium Density Residential” and “Parks and Recreation” to “Business and Office” and approximately 4.26 acres were amended from “Medium Density Residential” to “Parks and Recreation.” The intent of the application was to develop a retail component to serve the Fontainebleau community in place of the prior approved condo units.

c) New Proposed Development Plan – NE Golf Course.

The Applicant now seeks to amend the prior approved development plan for the NE Course. This portion of the Golf Course already has a land use designation of “Medium Density Residential” on approx. 33.15 acres. This area was approved in 2004 by CC10 for the development of 770 condominium units. The remaining 45.39 acres on the NE Course has a land use designation of “Park and Recreation.” The intent of the Applicant is to re-designate an additional 5.2 +/- gross acres (5.0 +/- net acres) of land on the NE Course to proceed with the construction of an educational facility and community recreational center to serve the surrounding residential communities.

d) Compatibility with Surrounding Land Uses.

The subject property is surrounded by existing residential developments which consist of mostly mid-rise apartments and condominiums. These surrounding residential communities are designated for “Medium” and “Medium Density” residential development. As such, the proposed request to “Medium Density Residential” would be compatible with the abutting land uses and consistent with the surrounding residential densities in the area.

e) Need For Recreational and Educational Facilities.

This educational facility and community recreational center will respectively bring much needed services and amenities to the surrounding dense residential developments which comprise the Fontainebleau area. For instance, the community recreational center will provide additional recreational uses to the surrounding residents and will compliment the abutting passive park. Additionally, the educational facility will provide additional student stations and public school options for the families in the area. There are a limited number of charter schools in the area and there is a tremendous demand for alternative forms of public education by parents and students alike. Having strong and vital schools is important for every community and approval of the application will improve the quantity and quality of public educational facilities available in the area.

Based on the foregoing, the Applicant believes that there is a need to provide these type of uses to the surrounding existing residential community, as well as, to the future residents of the area. Additionally, approval of the requested Amendment would be compatible to the residential character of the Fontainebleau community and would further the implementation of the following CDMP goals, objectives and policies:

LAND USE OBJECTIVE 1: The Location and configuration of Miami- Dade County’s urban growth through the year 2015 shall emphasize concentration and intensification of development around centers of activity, *development of well designed communities containing a variety of uses, housing types and public services*, renewal and rehabilitation of blighted areas, and contiguous urban expansion when warranted, rather than sprawl.

LAND USE POLICY 1C: *Miami-Dade County shall give priority to infill development on vacant sites in currently urbanized areas, and redevelopment of substandard or underdeveloped environmentally suitable urban areas contiguous to existing urban development where all necessary urban services and facilities are projected to have capacity to accommodate additional demand.*

LAND USE POLICY 1D: In Conducting its planning, regulatory, capital improvements and intergovernmental coordination activities, Miami- Dade County *shall seek to facilitate the planning of residential areas and neighborhoods which include recreational, educational, and other public facilities*, houses of worship, and safe and convenient circulation of automotive, pedestrian and bicycle traffic.

LAND USE POLICY 1R: It is the policy of Miami-Dade County that the siting of both public and private schools throughout the County shall conform with the school siting policies adopted under CDMP Educational Element Objective 2.

LAND USE POLICY 2A: All development orders authorizing new, or significant expansion of existing urban land uses shall be contingent upon the provision of services at or above Level of Service (LOS) standards specified in the Capital Improvements Element (CIE).

LAND USE POLICY 4C: Residential neighborhoods shall be protected from intrusion by uses that would disrupt or degrade the health, safety, tranquility, character, and overall welfare of the neighborhood by creating such impacts as excessive density, noise, light, glare, odor, vibration, dust or traffic.

LAND USE POLICY 4D: Uses which are supportive but potentially incompatible shall be permitted on sites within functional neighborhoods, communities or districts only where proper design solutions can and will be used to integrate the compatible and complementary elements and buffer any potentially incompatible elements.

LAND USE POLICY 8A: Miami- Dade County shall strive to accommodate residential development in suitable location and densities which reflect such factors as recent trends in location and design of residential units; projected availability of service and infrastructure capacity; proximity and accessibility to employment, commercial and cultural centers; character of existing adjacent or surrounding neighborhoods; avoidance of natural resource degradation; maintenance of quality of life and creation of amenities. Density patters should reflect the Guidelines for Urban Form contained in this Element.

LAND USE POLICY 9D: Miami- Dade County shall continue to investigate, maintain and enhance methods, standards and regulatory approaches which facilitate sound, *compatible mixing of uses in projects and communities.*

EDUCATIONAL POLICY 1D: Cooperate with the Miami-Dade County Public Schools in their efforts to provide public school facilities to the students of Miami-Dade County, which operate at optimum capacity, in so far as funding available. Operational alternatives may be developed and implemented, where appropriate, which mitigate the impacts of overcrowding while maintaining the instructional integrity of the educational program.

EDUCATIONAL OBJECTIVE 3: Obtain suitable sites for the development and expansion of public educational facilities.

EDUCATIONAL POLICY 3A: It is the policy of Miami-Dade County that the Miami-Dade County Public Schools shall not purchase sites for schools nor build new schools outside of the Urban Development Boundary (UDB), and that new elementary schools constructed should be located at least 1/4 mile inside the UDB; new middle schools should be located at least 1/2 mile inside the UDB, and; new senior high schools should be located at least one mile inside the UDB.

EDUCATIONAL POLICY 3B: In the selection of sites for future educational facility development, the County encourages the Miami-Dade County Public Schools to consider *whether a school is in close proximity to residential areas and is in a location that would provide a logical focal point for community activities.*

EDUCATIONAL POLICY 3C: Where possible, the *Miami-Dade County Public Schools should seek sites which are adjacent to existing or planned public recreation areas, community centers, libraries, or other compatible civic uses* for the purpose of encouraging joint use facilities or the creation of logical focal points for community activity.

INSTITUTIONAL & PUBLIC FACILITY: Neighborhood or community serving institutional uses...including schools... may be approved where compatible in all urban land use categories.

RECREATIONAL & OPEN SPACE ELEMENT: 4C Miami-Dade County shall seek cooperative agreements such as the following with non-governmental organizations to provide additional resources...

i. The Miami-Dade Parks, Recreation and Open Spaces Department shall seek cooperative agreements with homeowner associations and civic groups for the long-term provision and maintenance of local recreational facilities.

EDUCATIONAL ELEMENT: Work towards the reduction of the overcrowding which currently exists in the Miami-Dade County Public Schools. Strive to provide additional solutions to overcrowding in schools...

5. ADDITIONAL MATERIAL SUBMITTED

Additional information will be supplied at a later date under separate cover.

6. COMPLETED DISCLOSURE FORMS

Attached as Exhibit "B"

Attachments: Location Map for Application – Exhibit "A"

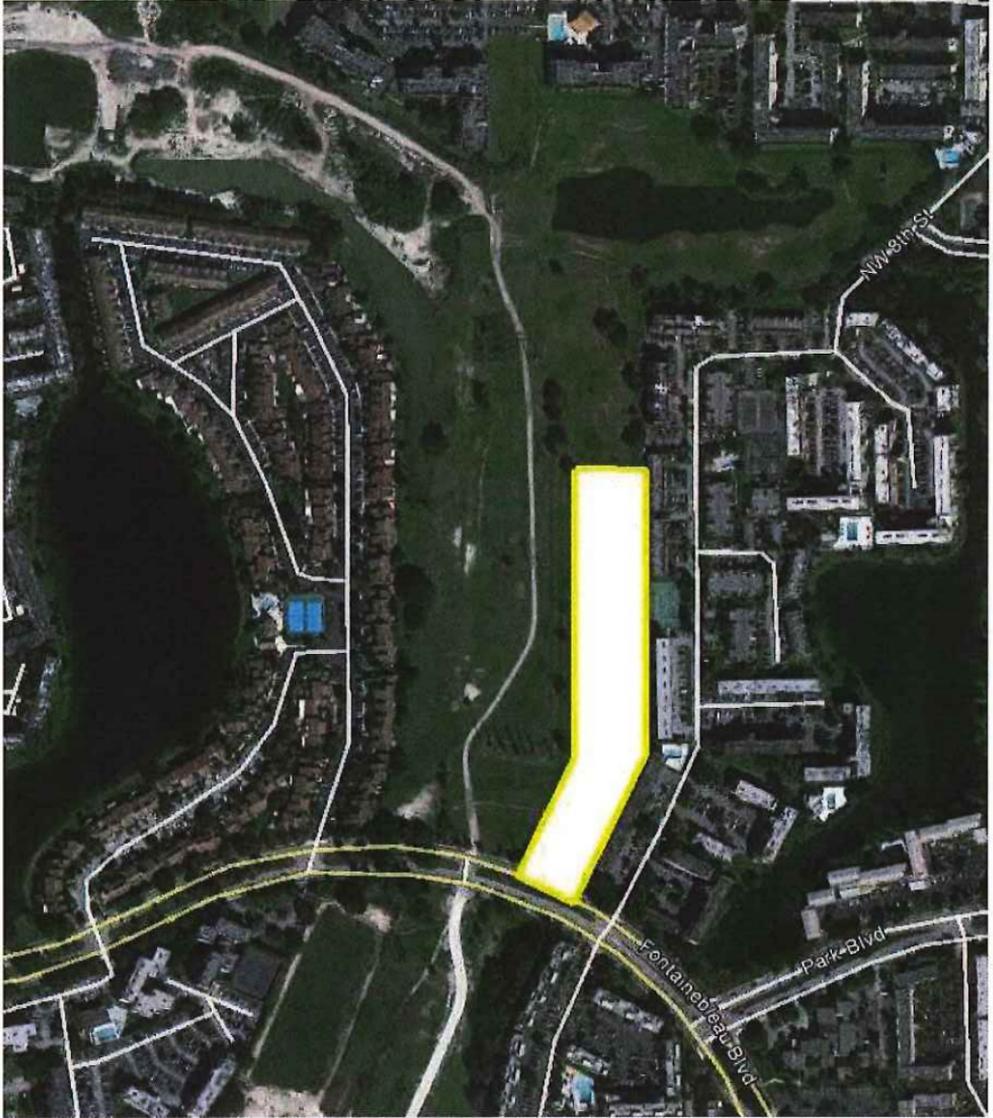
Disclosure of Interest – Exhibit "B"

Summary of Modification to the Underlying Covenants – Exhibit "C"

Quit Claim Deed – Exhibit "D"

EXHIBIT "A"

SCHOOL LOCATION MAP



DISCLOSURE OF INTEREST

This form or facsimile must be filed by all applicants having an ownership interest in any real property covered by an application to amend the Land Use Plan map. Submit this form with your application. Attach additional sheets where necessary.

1. APPLICANT(S) NAME AND ADDRESS:

APPLICANT A: Keep Bleau Green Committee, Inc.

APPLICANT B: _____

APPLICANT C: _____

APPLICANT D: _____

APPLICANT E: _____

APPLICANT F: _____

APPLICANT G: _____

2. PROPERTY DESCRIPTION: Provide the following information for all properties in the application area in which the applicant has an interest. Complete information must be provided for each parcel.

APPLICANT OWNER OF RECORD FOLIO NUMBER SIZE

Keep Bleau Green Committee, Inc.	Same	(a portion of Folio No. 30-4004-084-0550)	5.2 +/- acres (a portion of Folio No. 30-4004-084-0550)
----------------------------------	------	--	--

3. For each applicant, check the appropriate column to indicate the nature of the applicant's interest in the property identified in 2. above.

<u>APPLICANT</u>	<u>OWNER</u>	<u>LESSEE</u>	<u>CONTRACT FOR PURCHASE</u>	<u>OTHER</u>
A	X			

4. DISCLOSURE OF APPLICANT'S INTEREST: Complete all appropriate sections and indicate N/A for each section that is not applicable.

a. If the applicant is an individual (natural person) list the applicant and all other individual owners below and the percentage of interest held by each.

<u>INDIVIDUAL'S NAME AND ADDRESS</u>	<u>PERCENTAGE OF INTEREST</u>
N/A	

b. If the applicant is a **CORPORATION**, list the corporation's name, the name and address of the principal stockholders and the percentage of stock owned by each. [Note: Where principal officers or stockholders consist of other corporation(s), trust(s), partnership(s) or similar entities, further disclosure shall be made to identify the natural persons having the ultimate ownership interest].

CORPORATION NAME: Keep Bleau Green Committee, Inc.

<u>NAME AND ADDRESS FOR OFFICERS/DIRECTORS</u>	<u>Percentage of Stock</u>
<u>Jesus Carcasses 580 NW 9th Place Miami, Fl 33172, President</u>	<u>Non-Profit</u>
<u>Raul Gramatges 9897 SW 4th Street Miami Fl 33174, Vice-President</u>	<u>Non-Profit</u>
<u>Oscar Cueto 9670 Fontainebleau Blvd #15 Miami Fl 33172, Secretary</u>	<u>Non-Profit</u>
<u>Claude Fabre 10464 NW 5th Terrace Miami Fl 33172, Treasurer</u>	<u>Non-Profit</u>
<u>Isabel Villalba 10222 NW 5th Terrace Miami Fl 33172, Director</u>	<u>Non-Profit</u>
<u>Amada Dominguez 545 West Park Drive #7 Miami, Fl 33172, Director</u>	<u>Non-Profit</u>

c. If a **TRUST** or **ESTATE** owns or leases the subject property, list the trust beneficiaries and percent of interest held by each. [Note: Where beneficiaries are other than natural persons, further disclosure shall be made to identify the natural persons having the ultimate ownership interest].

TRUST/ESTATE NAME:

NAME AND ADDRESS	Percentage of Interest
N/A	

d. If a **PARTNERSHIP** owns or leases the subject property, list the principals including general and limited partners. [Note: Where partner(s) consist of other partnership(s), corporation(s), trust(s) or similar entities, further disclosure shall be made to identify the natural persons having the ultimate ownership interests].

PARTNERSHIP OR LIMITED PARTNERSHIP NAME: _____

NAME AND ADDRESS	Percentage of Ownership
N/A	

e. If the applicant is party to a **CONTRACT FOR PURCHASE**, where contingent on the application or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the principal officers, stockholders, beneficiaries, or partners. [Note: where the principal officers, stockholders, beneficiaries, or partners consist of another corporation, trust, partnership, or other similar entities, further disclosure shall be required which discloses the identity of the individual(s) (natural persons) having the ultimate ownership interest in the aforementioned entity].

<u>INDIVIDUAL'S NAME AND ADDRESS</u>	<u>PERCENTAGE OF INTEREST</u>
School Development HC LLC	Ignacio Zulueta – 50%
6340 SUNSET DR.	Fernando Zulueta – 50%
MIAMI, FL 33143	

Date of Contract: 05/28/2014

If any contingency clause or contract terms involve additional parties, list all individuals or officers if a corporation partnership, or trust.

N/A

5. **DISCLOSURE OF OWNER'S INTEREST:** Complete only if an entity other than the applicant is the owner of record as shown on 2.a., above.

a. If the owner is an individual (natural person) list the applicant and all other individual owners below and the percentage of interest held by each.

INDIVIDUAL'S NAME AND ADDRESS

PERCENTAGE OF INTEREST

N/A

b. If the owner is a **CORPORATION**, list the corporation's name, the name and address of the principal stockholders and the percentage of stock owned by each. [Note: Where principal officers or stockholders consist of other corporation(s), trust(s), partnership(s) or similar entities, further disclosure shall be made to identify the natural persons having the ultimate ownership interest in the aforementioned entity].

CORPORATION NAME: N/A

NAME AND ADDRESS

Percentage of Stock

CORPORATION NAME: N/A

NAME AND ADDRESS

Percentage of Stock

c. If the owner is a **TRUSTEE**, and list the trustee's name, the name and address of the beneficiaries of the trust and the percentage of interest held by each. [Note: Where the beneficiary/beneficiaries consist of corporation(s), another trust(s), partnership(s) or other similar entities, further disclosure shall be required which discloses the identity of the individual(s) (natural persons) having the ultimate ownership interest in the aforementioned entity.]

TRUST/ESTATE NAME: _____

BENEFICIARY'S NAME AND ADDRESS

Percentage of Interest

N/A

N/A	

The above is a full disclosure of all parties of interest in this application to the best of my knowledge and belief.

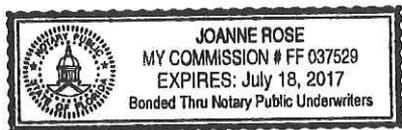
Name of Applicant: Keep Bleau Green Committee, Inc.

Signature: 

Mr. Jesus Carcasses, President

The foregoing instrument was acknowledged before me this 23rd day of May, 2014, by Jesus Carcasses as President, on behalf of Keep Bleau Green Committee, Inc. They are personally known to me or produced FL Drivers License (type of identification) as identification.

NOTARY PUBLIC





(Print, Type or Stamp Commissioned Name of Notary Public)

My Commission Expires:

*Disclosure shall not be required of: 1) any entity, the equity interests in which are regularly traded on an established securities market in the United States or another country; or 2) pension funds or pension trusts of more than five thousand (5,000) ownership interests; or 3) any entity where ownership interests are held in a partnership, corporation or trust consisting of more than five thousand (5,000) separate interests, including all interests at every level of ownership and where no one (1) person or entity holds more than a total of five per cent (5%) of the ownership interest in the partnership, corporation or trust. Entities whose ownership interests are held in a partnership, corporation, or trust consisting of more than five thousand (5,000) separate interests, including all interests at every level of ownership, shall only be required to disclose those ownership interest which exceed five (5) percent of the ownership interest in the partnership, corporation or trust.

EXHIBIT "C"

SUMMARY OF MODIFICATION OF THE UNDERLYING DECLARATION OF RESTRICTIONS

The Applicant is filing a CDMP Application for the subject parcel legally described in Exhibit "1", attached hereto. As part of the application, the Applicant is seeking a Second Modification to the Comprehensive Plan Declaration of Restrictions Recorded at Official Records Book 23413, Page 1136 of the public records of Miami-Dade County (attached hereto as Exhibit "2"), as modified by the First Modification to Comprehensive Plan Declaration of Restrictions recorded in Official Records Book 26955, Page 908 (attached hereto as Exhibit "3"). The Applicant is seeking, among other things, to modify the Declaration to exclude the subject parcel from the Declaration and is seeking approval for modification of Paragraph 1 of the Declaration as follows:

FROM:

Conceptual Site Plan. The Property shall be developed in substantial conformity with the conceptual (bubble) site plan entitled "Fontainebleau East Shoma Development," prepared by Orestes Lopez-Recio, signed and sealed the 29th day of October, 2008 ("Conceptual Site Plan") (attached hereto as Exhibit "E"). The Conceptual Site Plan merely sets forth the total number and types of residential units proposed for the Property, and the location of certain designated green and buffered areas as further defined in this Declaration, but is not intended to show the exact location and orientation of buildings, or other design features of the units to be located on the Property.

TO:

1. **Conceptual Site Plan.** The Property shall be developed in substantial conformity with the conceptual (bubble) site plan entitled " _____ " prepared by _____, signed and sealed the _____ day of _____, 201_ ("Conceptual Site Plan") (attached hereto as Exhibit " "). The Conceptual Site Plan merely sets forth the total number and types of residential units proposed for the Property, and the location of certain designated green and buffered areas as further defined in this Declaration, but is not intended to show the exact location and orientation of buildings, or other design features of the units to be located on the Property.

EXHIBIT "1"

Legal Description

A PORTION OF TRACT "C", "FONTAINEBLEAU EAST", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 168, PAGE 26, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT "C", BEING A POINT ON A CURVE FROM WHICH A RADIAL LINE BEARS SOUTH 28°42'20" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, BEING ALONG THE SOUTH LINE OF SAID TRACT "C", ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF FONTAINEBLEAU BOULEVARD, HAVING A RADIUS OF 1200.92 FEET, A CENTRAL ANGLE OF 07°46'23", FOR AN ARC DISTANCE OF 162.92 FEET TO THE SOUTHWEST CORNER OF SAID TRACT "C"; THENCE NORTH 24°37'46" EAST ON A NON-RADIAL LINE, THIS AND THE FOLLOWING FIVE (5) COURSES BEING ALONG THE WEST LINE OF SAID TRACT "C", 269.61 FEET; THENCE NORTH 71°15'43" EAST 45.00 FEET; THENCE NORTH 11°35'53" EAST 20.00 FEET; THENCE NORTH 48°03'56" WEST 45.00 FEET; THENCE NORTH 01°26'00" WEST 490.74 FEET; THENCE NORTH 00°14'00" EAST 140.84 FEET; THENCE SOUTH 89°46'00" EAST 245.50 FEET TO A POINT ON THE EAST LINE OF SAID TRACT "C"; THENCE SOUTH 00°14'00" WEST, THIS AND THE FOLLOWING COURSE BEING ALONG SAID EAST LINE, 626.30 FEET; THENCE SOUTH 28°42'20" WEST 435.15 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA AND CONTAINING 217,800 SQUARE FEET (5.0000 ACRES), MORE OR LESS.

EXHIBIT "1"



SKETCH AND LEGAL DESCRIPTION

BY

PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

TELEPHONE: 954 572-1777 • FAX: 954 572-1778

E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870

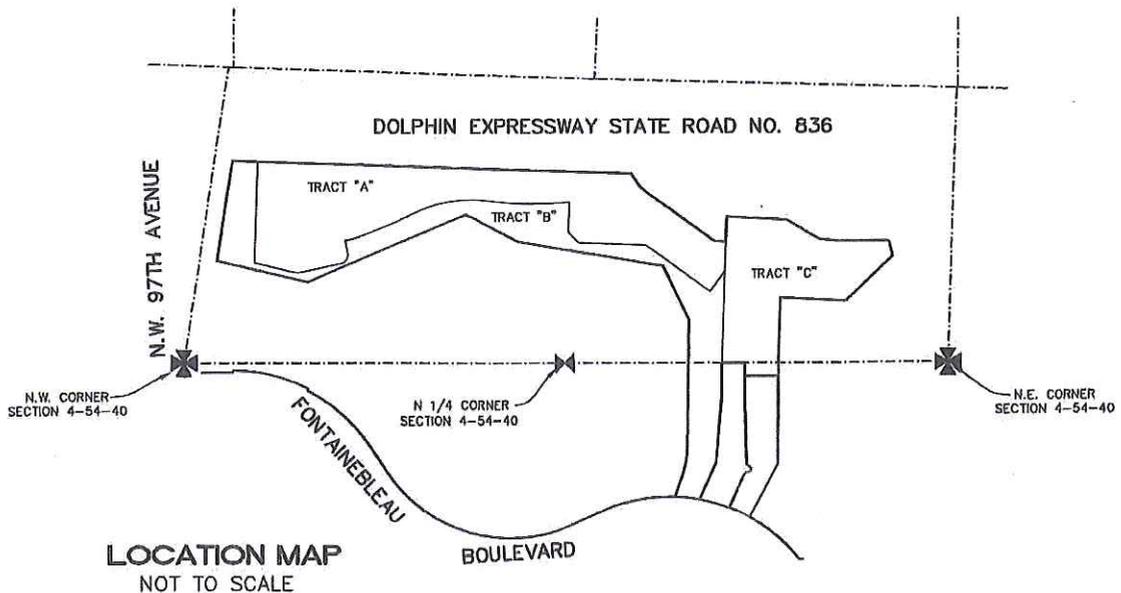


LEGAL DESCRIPTION:

A PORTION OF TRACT "C", "FONTAINEBLEAU EAST", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 168, PAGE 26, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT "C", BEING A POINT ON A CURVE FROM WHICH A RADIAL LINE BEARS SOUTH 28°42'20" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, BEING ALONG THE SOUTH LINE OF SAID TRACT "C", ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF FONTAINEBLEAU BOULEVARD, HAVING A RADIUS OF 1200.92 FEET, A CENTRAL ANGLE OF 07°46'23", FOR AN ARC DISTANCE OF 162.92 FEET TO THE SOUTHWEST CORNER OF SAID TRACT "C"; THENCE NORTH 24°37'46" EAST ON A NON-RADIAL LINE, THIS AND THE FOLLOWING FIVE (5) COURSES BEING ALONG THE WEST LINE OF SAID TRACT "C", 269.61 FEET; THENCE NORTH 71°15'43" EAST 45.00 FEET; THENCE NORTH 11°35'53" EAST 20.00 FEET; THENCE NORTH 48°03'56" WEST 45.00 FEET; THENCE NORTH 01°26'00" WEST 490.74 FEET; THENCE NORTH 00°14'00" EAST 140.84 FEET; THENCE SOUTH 89°46'00" EAST 245.50 FEET TO A POINT ON THE EAST LINE OF SAID TRACT "C"; THENCE SOUTH 00°14'00" WEST, THIS AND THE FOLLOWING COURSE BEING ALONG SAID EAST LINE, 626.30 FEET; THENCE SOUTH 28°42'20" WEST 435.15 FEET TO THE POINT OF BEGINNING

SAID LANDS SITUATE, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA AND CONTAINING 217,800 SQUARE FEET (5.0000 ACRES), MORE OR LESS.



FILE: SHOMA GROUP

SCALE: N/A

DRAWN: L.S.

ORDER NO.: 57283

DATE: 1/31/14

5 ACRE PARCEL

MIAMI-DADE COUNTY, FLORIDA

FOR: FONTAINEBLEAU EAST

SHEET 1 OF 2

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

Beth Burns

JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
 BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136



SKETCH AND LEGAL DESCRIPTION

BY

PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD

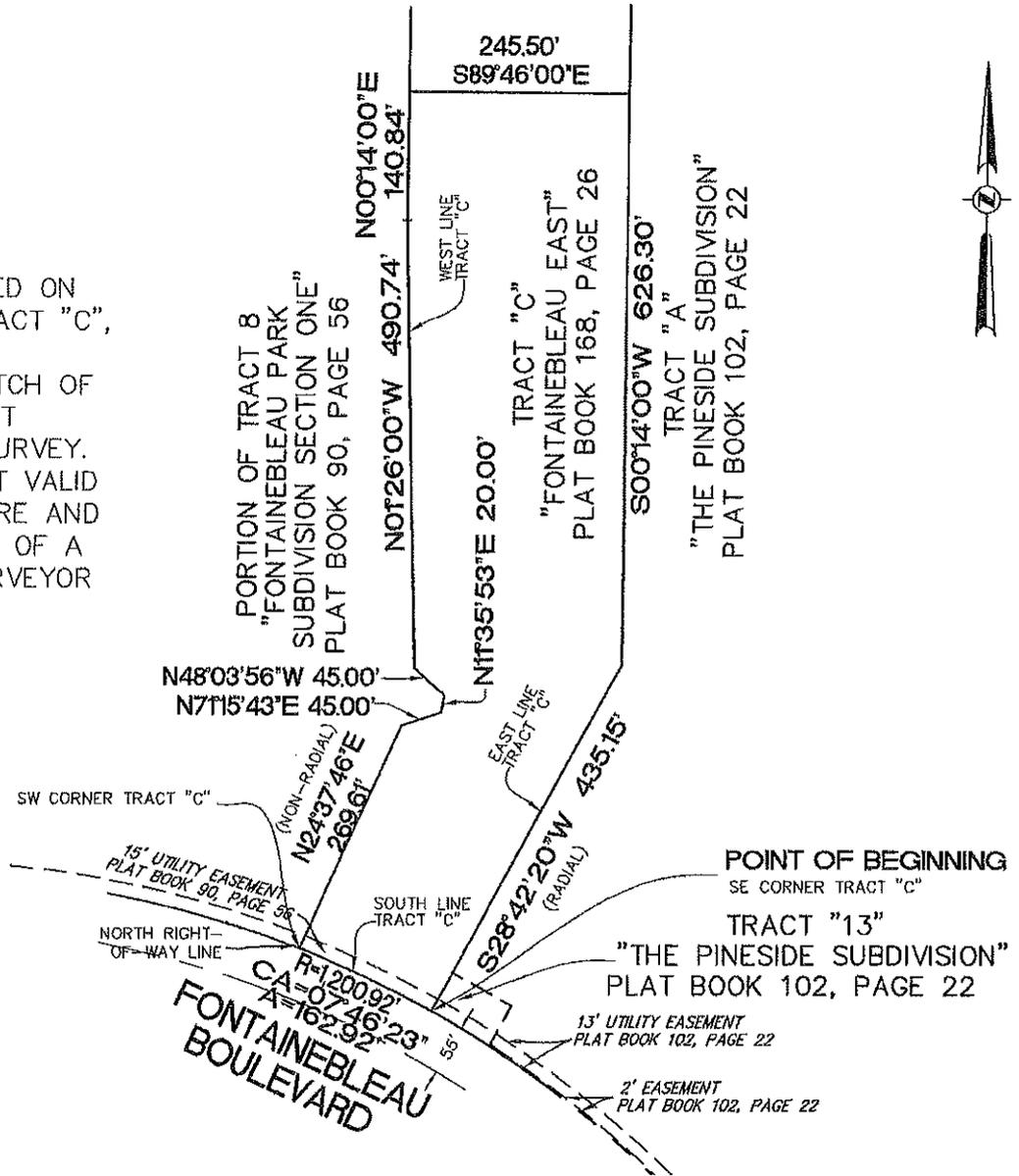
SUNRISE, FLORIDA 33351

TELEPHONE: 954 572-1777 • FAX: 954 572-1778

E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870

NOTES:

- 1) BEARINGS ARE BASED ON THE EAST LINE OF TRACT "C", BEING S28°42'20"W.
- 2) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
- 3) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



FILE: SHOMA GROUP	
SCALE: 1"=20'	DRAWN: L.S.
ORDER NO.: 57283	
DATE: 1/31/14	
5 ACRE PARCEL	
MIAMI-DADE COUNTY, FLORIDA	
FOR: FONTAINEBLEAU EAST	

SHEET 2 OF 2 THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2

LEGEND:

R RADIUS
 CA CENTRAL ANGLE
 A ARC LENGTH

EXHIBIT "D"

CFN: 20140772202 BOOK 29382 PAGE 777
DATE: 11/07/2014 10:11:51 AM
DEED DOC 0.60
SURTAX 0.45
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

Prepared by/Return to:

Richard L. Schauerman, Esq.
AKERMAN SENTERFITT
One Southeast Third Avenue- 25th Floor
Miami, Florida 33131

Parcel Identification Nos.:

(Reserved for Clerk of Court)

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, is effective as of the 5th day of July, 2014, by Fontainbleau Lakes, LLC, a Florida limited liability company, whose post office address is 3470 NW 82nd Avenue, Suite 988, Doral, Florida 33122 (hereinafter "Grantor"), to Keep Bleau Green Committee, Inc., a Florida non-profit corporation, whose post office address is c/o Jesus Carcasses, 580 NW 99th Place, Miami, Florida 33172 (hereinafter "Grantee");

WITNESSETH, that the said Grantor does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand, that the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Miami-Dade, State of Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Recorded Electronically

ID 201407172202

County Miami - Dade

Date 11/7/14 Time 10:11:51 AM

Simplifile.com 800.460.5657

Prepared by/Return to:

Richard L. Schanerman, Esq.
AKERMAN SENTERFIT
One Southeast Third Avenue- 25th Floor
Miami, Florida 33131

Parcel Identification Nos.:

(Reserved for Clerk of Court)

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, is effective as of the 5th day of July, 2014, by Pontainbleau Lakes, LLC, a Florida limited liability company, whose post office address is 3470 NW 82nd Avenue, Suite 988, Doral, Florida 33122 (hereinafter "Grantor"), to Keep Bleu Green Committee, Inc., a Florida non-profit corporation, whose post office address is c/o Jesus Carcasses, 580 NW 99th Place, Miami, Florida 33172 (hereinafter "Grantee"):

WITNESSETH, that the said Grantor does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand, that the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Miami-Dade, State of Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

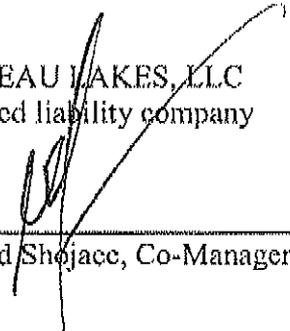
The real property ("Property") described herein is conveyed AS-IS, WHERE-IS, WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, IN FACT OR BY LAW, AS TO ITS CONDITION, ENVIRONMENTAL OR OTHERWISE, OR ITS SUITABILITY OR SUFFICIENCY FOR THE GRANTEE'S INTENDED USES AND PURPOSES. Grantee assumes responsibility for all environmental conditions of the Property, known or unknown, including but not limited to responsibility, if any, for investigation, removal or remediation actions relating to the presence, release or threatened release of any hazardous substance or environmental contamination relating to the Property.

IN WITNESS WHEREOF, the Grantor said has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

FONTAINBLEAU LAKES, LLC
a Florida limited liability company

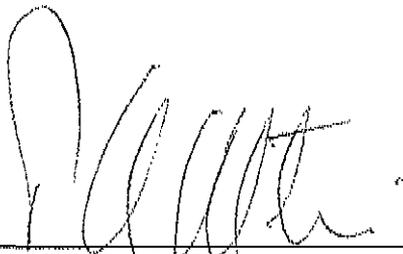
Marcia Fernandez Perez
PRINT NAME OF WITNESS BELOW:

By: 
Masoud Shejacc, Co-Manager


PRINT NAME OF WITNESS BELOW:

Frank Silva

Ramos
PRINT NAME OF WITNESS BELOW:

By: 
Pedro A. Martin, Co-Manager

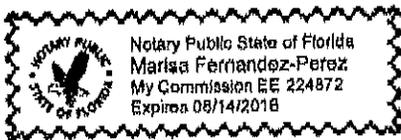
Sandra Ramos


PRINT NAME OF WITNESS BELOW:

Maggie Zatra

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

The foregoing Quit Claim Deed was acknowledged before me this 24th day of June, 2014, by Masoud Shojace, as Co-Manager of Fontainebleau Lakes, LLC, a Florida limited liability company who is personally known to me or who produced personally known as identification.



[Signature]
Notary Public State of Florida
My Name, Commission No. & Expiration:
08/14/2018

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

The foregoing Quit Claim Deed was acknowledged before me this 3 day of July, 2014, by Pedro A. Martin, as Co-Manager of Fontainebleau Lakes, LLC, a Florida limited liability company who is personally known to me or who produced personally known as identification.

[Signature]
Notary Public State of Florida
My Name, Commission No. & Expiration:



Exhibit "A"

[legal description]

LEGAL DESCRIPTION:

A PORTION OF TRACT "C", "FONTAINEBLEAU EAST", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 168, PAGE 26, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT "C", BEING A POINT ON A CURVE FROM WHICH A RADIAL LINE BEARS SOUTH 28°42'20" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, BEING ALONG THE SOUTH LINE OF SAID TRACT "C", ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF FONTAINEBLEAU BOULEVARD, HAVING A RADIUS OF 1200.92 FEET, A CENTRAL ANGLE OF 07°46'23", FOR AN ARC DISTANCE OF 162.92 FEET TO THE SOUTHWEST CORNER OF SAID TRACT "C"; THENCE NORTH 24°37'46" EAST ON A NON-RADIAL LINE, THIS AND THE FOLLOWING FIVE (5) COURSES BEING ALONG THE WEST LINE OF SAID TRACT "C", 269.61 FEET; THENCE NORTH 71°15'43" EAST 45.00 FEET; THENCE NORTH 11°35'53" EAST 20.00 FEET; THENCE NORTH 48°03'56" WEST 45.00 FEET; THENCE NORTH 01°26'00" WEST 490.74 FEET; THENCE NORTH 00°14'00" EAST 140.84 FEET; THENCE SOUTH 89°46'00" EAST 245.50 FEET TO A POINT ON THE EAST LINE OF SAID TRACT "C"; THENCE SOUTH 00°14'00" WEST, THIS AND THE FOLLOWING COURSE BEING ALONG SAID EAST LINE, 626.30 FEET; THENCE SOUTH 28°42'20" WEST 435.15 FEET TO THE POINT OF BEGINNING

SAID LANDS SITUATE, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA AND CONTAINING 217,800 SQUARE FEET (5.0000 ACRES), MORE OR LESS.

This instrument was prepared by:
 Stanley B. Price, Esq.
 Bilzin Sumberg Baena Price & Axelrod LLP
 200 South Biscayne Boulevard, Suite 2500
 Miami, FL 33131

A/23

(Space reserved for Clerk)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned, Carolyn A. Sakolsky, as Trustee ("Owner") holds the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A," attached hereto, and hereinafter called the "Property"; and

WHEREAS, in April 2004, the Owner filed an application (the "Application"), as part the April 2004 Comprehensive Development Master Plan ("CDMP") Amendment Cycle, to amend the Property's designation on the CDMP Future Land Use Plan Map of Miami-Dade County from Parks and Recreation and Medium Density Residential to Medium Density Residential, and that Application has been designated as "Application 3" for that cycle of CDMP amendment applications.

NOW THEREFORE, in consideration of the premises, and subject to the approval of the Application, and in order to assure the Miami-Dade County ("County") Board of County Commissioners ("County Commission") that the representations made by the Owner concerning the type and manner of development and the number of units to be developed on the Property in the future will be adhered to notwithstanding the permitted uses and densities under said zoning district regulations and land use classification, and to assure the County Commission that this voluntary restriction will be followed by the Owner, and its successors and assigns, the Owner freely, voluntarily and without duress makes the following Declaration of Restrictions ("Declaration") covering and running with the Property:

- (1) **Conceptual Site Plan**. Subject to approval through the zoning process, the Property will be developed in substantial conformity with the conceptual (bubble) site plan entitled "Fontainebleau East Shoma Development," prepared by Pascual Perez Kiliddjian & Associates, signed and sealed the 7th day of April, 2005 ("Conceptual Site Plan"). Owner has filed an application to rezone the Property to

MIAMI 817468.13 7331719528

4-54-40

7

(1.1) Addressing
Traffic Impacts
on N. W. 87th
Avenue.

Prior to rezoning
of the Property,
the Owner shall
forward the

proposed (2)
site plan, any
traffic studies
and proposals to

address (3)
traffic impacts
of the ^{Zoning} Application,
and, in particular,
the potential for

adverse
impacts on
N. W. 87th
Avenue.

[Handwritten signature]
20 JAN 14 2014 (4)

allow for development of the Property ("Zoning Application"). The final site plan submitted in connection with the Zoning Application for the Property shall be in substantial conformity with the Conceptual Site Plan. The Conceptual Site Plan merely sets forth the total number and types of residential units proposed for the Property, and the location of certain designated green and buffered areas as further defined in this Declaration, but is not intended to show the exact location and orientation of buildings, or other design features of the units to be located on the Property. The Owner acknowledges that the future rezoning and development of the Property shall require one or more detailed site plan approvals by the County which will determine, among other things, the exact type of units, location, distribution, orientation and other requirements for compliance with all applicable zoning, fire and public works review standards.

Number of Units. Notwithstanding the density and number of residential units that may be permitted by the land use designation sought by the Applicant, development of the Property shall not exceed a total of one thousand one hundred seventy-six (1,176) residential dwelling units. Notwithstanding the depiction of the units on the Conceptual Site Plan, the units may be developed as single-family homes in accordance with the zoning approvals granted by the appropriate board.

Educational Facility. Owner recognizes that redevelopment of the Property may impact the educational facilities currently being served by the area surrounding the Property. Prior to final zoning approval, Owner, at its option, shall either 1) mitigate the impact on educational facilities of the proposed development by either securing the availability of an educational facility (charter or public school) located within three miles from the Property, or 2) have reached an agreement with the Miami-Dade County Public Schools addressing the impact on educational facilities in a manner acceptable to the Miami-Dade County Public Schools or 3) submit for review and approval to the Director of the Department of Planning and Zoning ("Director") a plan to mitigate the impacts on educational facilities in a manner acceptable to the Director. Nothing contained herein shall relieve the Owner of negotiating with the Miami-Dade County School District consistent with the Interlocal Agreement between Dade County and the School Board of Dade County, Florida relating to Educational Facilities Impact Fee Monies, as amended, and as amended in the future from time to time.

Effectiveness of Declaration. This Declaration shall become final and shall be recorded in the Public Records of Miami-Dade County after final approval by the County Commission of the application.

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

MIAMI 817468.13 7331719528

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. 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 County.

- (6) **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, or, in accordance with paragraph 7 below, and provided that the Declaration has first been modified or released by Miami-Dade County as provided under the following paragraph.
- (7) **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 all of the Property, including joinders of all mortgagees, if any, provided that the same is also approved by the County Commission of Miami-Dade County or such other successor governmental body having jurisdiction over the Property.

Any such modification or release shall also be subject to the provisions governing amendments to comprehensive plans, as set forth in Chapter 163, Part II, Florida Statutes or successor legislation which may, from time to time, govern amendments to comprehensive plans. Any such modification or release shall also be subject to Section 2-116.1 of the Code of Miami-Dade County, or successor regulation governing amendments to the Miami-Dade Comprehensive Plan. Notwithstanding the previous sentence, in the event that the Property is incorporated into a new municipality which amends, modifies, or declines to adopt the provisions of Section 2.116.1 of the Code of Miami-Dade County, then modifications or releases of this Declaration shall be subject to the provisions of such ordinance 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, by the provisions for the adoption of zoning district boundary changes together with the provisions governing amendments to comprehensive plans, as set forth in Chapter 163, Part II, Florida Statutes or successor legislation which may, from time to time, govern amendments to comprehensive plans. Should this Declaration of Restrictions be so modified, amended or released, the Director of the Miami-Dade County Department of Planning and Zoning, or the executive office for 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 of effectuating and acknowledging such modification, amendment or release.

MIAMI 817468.13 7331719528

In the event that there is a recorded homeowners or condominium association covering any portion of the Property, said association may (in lieu of the signature or consent of the individual members or owners), on behalf of its members and in accordance with its articles of incorporation and bylaws, consent to any proposed modification, amendment, or release by a written instrument executed by the homeowners or condominium association. Any consent made pursuant to a vote of the homeowners or condominium association shall be evidenced by a written resolution of the homeowners or condominium association and a certification executed by the secretary of the homeowners or condominium association's board of directors affirming that the vote complied with the articles of incorporation and the bylaws of the association.

Any modification, amendment, or release of this Declaration will require the consent of all the then owner(s) of the Property which will be evidenced by either a written resolution of a homeowners and/or condominium association and/or a written instrument(s) executed by individual property owner(s). In the event that one or several of the owners of the Property are not members of a recorded association, their consent to any modification, amendment, or release, is required, along with the consent of the recorded association(s), and must be evidenced by an executed written instrument.

(8) **Enforcement.** Enforcement shall be by action against any parties or person violating, or attempting to violate, any provision of this Declaration. This Declaration, and the acceptance hereof by Miami-Dade County, is not intended and should not be construed to confer any rights on any third parties. The prevailing party in 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 its attorney, at trial and appeal, or any other levels. This enforcement provision shall be in addition to any other remedies available at law or in equity or both.

(9) **Authorization for Miami-Dade County 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 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.

(10) **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.

(11) **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.

- (12) **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.
- (13) **Acceptance of Declaration.** Acceptance of this Declaration does not obligate the County in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the County Commission and/or any appropriate Community Zoning Appeals Board retains its full power and authority to deny each such application in whole or in part and to decline to accept any conveyance.
- (14) **Owner.** The term Owner shall include the Owner, and its heirs, successors and assigns.
- (15) **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 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 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.

[SIGNATURE PAGE FOLLOWS]

EXHIBIT "A"

LEGAL DESCRIPTION

TRACTS 1, 2, 3, 4, & 7 OF FONTAINEBLEAU PARK SUBDIVISION SECTION ONE ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 90 PAGE 56 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND

A PORTION OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 54 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 4, TOWNSHIP 54 SOUTH, RANGE 40 EAST; THENCE RUN N89°58'50"E, ALONG THE NORTH LINE OF SAID SECTION 4 (ALSO BEING THE SOUTH LINE OF GOVERNMENT LOT 1) FOR A DISTANCE OF 95.08 FEET TO THE POINT OF BEGINNING OF PARCEL OF LAND HEREINAFTER TO BE DESCRIBED; THENCE CONTINUE N89°58'50"E ALONG LAST DESCRIBED COURSE FOR A DISTANCE OF 35.56 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF TRACT "F" BLUE FONTAINE TRACT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 140, AT PAGE 76, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN S08°57'20"E ALONG SAID WEST LINE OF TRACT F FOR A DISTANCE OF 7.93 FEET TO A POINT; THENCE RUN S02°06'50"E, ALONG SAID WEST LINE OF TRACT F FOR A DISTANCE OF 58.87 FEET TO THE SOUTHWEST CORNER OF SAID TRACT F (SAID POINT ALSO BEING A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF FONTAINEBLEAU BOULEVARD AS SHOWN ON PLAT OF "FONTAINEBLEAU BOULEVARD PARK AND PARK BOULEVARD", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 90, AT PAGE 28, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN S89°42'20"W, ALONG LAST DESCRIBED COURSE FOR A DISTANCE OF 35.02 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE FOR CANAL AS SHOWN ON PLAT OF "BLUE FONTAINE REPLAT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 140, AT PAGE 2, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN N02°08'00"W, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID CANAL FOR A DISTANCE OF 85.00 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID SECTION 4 (SAID POINT ALSO BEING THE POINT OF BEGINNING). SAID DESCRIBED PARCEL OF LAND LYING AND BEING SITUATED IN MIAMI-DADE COUNTY, FLORIDA.

AND

A PORTION OF GOVERNMENT LOT 4 BETWEEN TOWNSHIP 53 AND 54 SOUTH, RANGE 40 EAST, AS FOLLOWS: BEGIN 1485.20 FEET WEST OF THE SOUTHEAST CORNER OF GOVERNMENT LOT 4, THEN NORTH 1036.22 FEET; THENCE WEST 160.03 FEET; THENCE SOUTH 1049.85 FEET, THEN EAST 160.09 FEET TO THE POINT OF BEGINNING.

CONTAINING: 147.09 ACRES± (NET)
 152.28 (GROSS)

This instrument was prepared by
or under the supervision of:

Name: Felix M. Lasarte, Esq.
Address: The Lasarte Law Firm
5835 Blue Lagoon Drive
Suite 100
Miami, Florida 33126

(Space reserved for Clerk of Court)

**FIRST MODIFICATION TO COMPREHENSIVE PLAN
DECLARATION OF RESTRICTIONS
RECORDED AT OFFICIAL RECORDS BOOK 23413, PAGE 1136**

THIS First Modification to Comprehensive Plan Declaration of Restrictions Recorded at
Official Records Book 23413, Page 1136 ("Modification") is made this 27th day of April,
2009, by Fontainebleau Lakes, LLC, a Florida limited liability company (the "Owner"), in favor
of Miami-Dade County, a political subdivision of the State of Florida (the "County").

WITNESSETH:

WHEREAS, the Owner holds the fee simple title to that certain property lying, being and
situated in Miami-Dade County, Florida, to-wit:

See attached Exhibit "A"

hereinafter referred to as the "Property";

WHEREAS, in April 2004, the then Owner of the Property filed an application (the
"Former Application") designated as "Application No. 3" of the April 2004 Miami-Dade County
Comprehensive Development Master Plan ("CDMP") Amendment Cycle, to amend the
Property's designation on the CDMP Future Land Use Plan Map of Miami-Dade County from
"Parks and Recreation" and "Medium Density Residential" to "Medium Density Residential";
and

26

WHEREAS, a Declaration of Restrictions (hereinafter referred to as the "Declaration") in favor of Miami-Dade County, was proffered and accepted by the Miami-Dade County Board of County Commissioners in connection with the Former Application and recorded in the Public Records of Miami-Dade County in Official Records Book 23413, at Page 1136, which placed certain restrictions and conditions on the use of the Property (attached hereto as Exhibit "B"); and

WHEREAS, the Owner subsequently filed a zoning application to rezone the Property from GU to RU-4M, which pursuant to Miami-Dade County Zoning Resolution No. CZAB10-21-06 a site plan was approved for the entire Property; and

WHEREAS, in April 2008, the Owner filed an application (the "New CDMP Application"), as part of the April 2008 CDMP Amendment Cycle, to amend the land use designation for Parcel "B" (described in Exhibit "C") from "Medium Density Residential" and "Parks and Recreation" to "Business and Office" and for Parcel "C" (described in Exhibit "D") from "Medium Density Residential" to "Parks and Recreation". The New CDMP Application has been designated as "Application No. 8" for the April 2008 CDMP cycle; and

WHEREAS, in connection with the New CDMP Application the Owner is proffering a covenant that will place certain restrictions and conditions on the use of Parcel "B" and Parcel "C"; and

WHEREAS, the Owner as part of the New CDMP Application is seeking, among other things, to modify the Declaration to exclude Parcel "B" and Parcel "C"; and

WHEREAS, the Declaration may only be modified pursuant to a CDMP Amendment process; and

WHEREAS, a public hearing was held before the Miami-Dade County Board of County Commissioners (the "BCC") on May 6, 2009, at which hearing the BCC adopted Ordinance No. 09-28 (the "Ordinance"); and

WHEREAS, the Ordinance approved the modification of Paragraphs 1 and 2 of the Declaration as follows:

FROM:

1. **Conceptual Site Plan.** Subject to approval through the zoning process, the Property will be developed in substantial conformity with the conceptual (bubble) site plan entitled "Fontainebleau East Shoma Development," prepared by Pascual Perez Kiliddjian & Associates, signed and sealed the 7th day of April, 2005 ("Conceptual Site Plan"). Owner has filed an application to rezone the Property to allow for development of the Property ("Zoning Application"). The final site plan submitted in connection with the Zoning Application for the Property shall be in substantial conformity with the Conceptual Site Plan. The Conceptual Site Plan merely sets forth the total number and types of residential units proposed for the Property, and the location of certain designated green and buffered areas as further defined in this Declaration, but is not intended to show the exact location and orientation of buildings, or other design features of the units to be located on the Property. The Owner acknowledges that the future rezoning and development of the Property shall require one or more detailed site plan approvals by the County which will determine, among other things, the exact type of units, location, distribution, orientation and other requirements for compliance with all applicable zoning, fire and public work review standards.

2. **Number of Units.** Notwithstanding the density and number of residential units that may be permitted by the land use designation sought by the Applicant, development of the

Property shall not exceed a total of one thousand one hundred seventy-six (1,176) residential dwelling units. Notwithstanding the depiction of the units on the Conceptual Site Plan, the units may be developed as single-family homes in accordance with the zoning approvals granted by the appropriate board.

TO:

1. **Conceptual Site Plan.** The Property shall be developed in substantial conformity with the conceptual (bubble) site plan entitled "Fontainebleau East Shoma Development," prepared by Orestes Lopez-Recio, signed and sealed the 29th day of October, 2008 ("Conceptual Site Plan") (attached hereto as Exhibit "E"). The Conceptual Site Plan merely sets forth the total number and types of residential units proposed for the Property, and the location of certain designated green and buffered areas as further defined in this Declaration, but is not intended to show the exact location and orientation of buildings, or other design features of the units to be located on the Property.

2. **Number of Units.** Notwithstanding the density and number of residential units that may be permitted by the land use designation sought by the Applicant, development of the Property shall not exceed a total of eight hundred twenty-four (824) residential dwelling units. Notwithstanding the depiction of the units on the Conceptual Site Plan, the units may be developed as single-family homes in accordance with the zoning approvals granted by the appropriate board.

NOW, THEREFORE, in consideration of the foregoing, and in order to assure Miami-Dade County, Florida (the "County") that the representations made by the Owner during Consideration of the New CDMP Application will be abided by the Owner, freely, voluntarily and without duress, Owners submits this Modification covering and running with the Property:

1. Paragraphs 1 and 2 of the Declaration shall now read as follows:

1. **Conceptual Site Plan.** The Property shall be developed in substantial conformity with the conceptual (bubble) site plan entitled "Fontainebleau East Shoma Development," prepared by Orestes Lopez-Recio, signed and sealed the 29th day of October, 2008 ("Conceptual Site Plan") (attached hereto as Exhibit "E"). The Conceptual Site Plan merely sets forth the total number and types of residential units proposed for the Property, and the location of certain designated green and buffered areas as further defined in this Declaration, but is not intended to show the exact location and orientation of buildings, or other design features of the units to be located on the Property.

2. **Number of Units.** Notwithstanding the density and number of residential units that may be permitted by the land use designation sought by the Applicant, development of the Property shall not exceed a total of eight hundred twenty-four (824) residential dwelling units. Notwithstanding the depiction of the units on the Conceptual Site Plan, the units may be developed as single-family homes in accordance with the zoning approvals granted by the appropriate board.

2. Except as hereby amended, all other restrictions in the Declaration shall remain in full force and effect.

[Signature Page Follows]

JOINER BY MORTGAGEE CORPORATION

The undersigned Bank of America, N.A., a national banking association, under that certain mortgage from Fontainbleau Lakes, LLC., a Florida limited liability company, recorded in Official Records Book 23887, Page 4607, of the Public Records of Miami-Dade County, Florida, as modified by Amended and Restated Mortgage, Assignment of Rents, Security Agreement and Fixture Filing recorded in Official Records Book 25863, at Page 3204; as modified by Mortgage Modification Agreement recorded in Official Records Book 26579, at Page 4573; and UCC-1 Financing Statement recorded in Official Records Book 23887, at Page 4658 and rerecorded in Official Records Book 24246, at Page 4053 in the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing agreement, does hereby acknowledge that the terms of this agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF these presents have been executed this 30 day of April, 2009.

Witnesses:

[Signature]
Signature

Pamela F. Griffin
Print Name

[Signature]
Signature

Sue A Richards
Print Name

Bank of America, N.A., a national banking association

Name of Corporation

Address:

1809 W 3 Hwy 41 St 3rd Floor
Fort Myers FL 33907

By:

[Signature]
Print Name: Michael D Babain

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me by Michael D Babain the Sr. Vice President of Bank of America, N.A., on behalf of Bank of America. He/She personally known to me or has produced _____, as identification.

Witness my signature and official seal this 30 day of April, 2009, in the County and State aforesaid.



[Signature]
Notary Public-State of Florida

Rebecca L Helwig
Print Name

My Commission Expires: 7/1/10

LEGAL DESCRIPTION

TRACTS 1, 2, 3, 4, & 7 OF FONTAINEBLEAU PARK SUBDIVISION SECTION ONE ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 90 PAGE 56 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND

A PORTION OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 54 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 4, TOWNSHIP 54 SOUTH, RANGE 40 EAST; THENCE RUN N89°58'50"E, ALONG THE NORTH LINE OF SAID SECTION 4 (ALSO BEING THE SOUTH LINE OF GOVERNMENT LOT 1) FOR A DISTANCE OF 95.08 FEET TO THE POINT OF BEGINNING OF PARCEL OF LAND HEREINAFTER TO BE DESCRIBED; THENCE CONTINUE N89°58'50"E ALONG LAST DESCRIBED COURSE FOR A DISTANCE OF 35.56 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF TRACT "F" BLUE FONTAINE TRACT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 140, AT PAGE 78, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN S08°57'20"E ALONG SAID WEST LINE OF TRACT F FOR A DISTANCE OF 7.83 FEET TO A POINT; THENCE RUN S02°06'50"E, ALONG SAID WEST LINE OF TRACT F FOR A DISTANCE OF 58.87 FEET TO THE SOUTHWEST CORNER OF SAID TRACT F (SAID POINT ALSO BEING A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF FONTAINEBLEAU BOULEVARD AS SHOWN ON PLAT OF "FONTAINEBLEAU BOULEVARD PARK AND PARK BOULEVARD", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 90, AT PAGE 28, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN S89°42'20"W, ALONG LAST DESCRIBED COURSE FOR A DISTANCE OF 35.02 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE FOR CANAL AS SHOWN ON PLAT OF "BLUE FONTAINE REPLAT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 140, AT PAGE 2, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN N02°06'60"W, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID CANAL FOR A DISTANCE OF 86.00 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID SECTION 4 (SAID POINT ALSO BEING THE POINT OF BEGINNING). SAID DESCRIBED PARCEL OF LAND LYING AND BEING SITUATED IN MIAMI-DADE COUNTY, FLORIDA.

AND

A PORTION OF GOVERNMENT LOT 4 BETWEEN TOWNSHIP 53 AND 54 SOUTH, RANGE 40 EAST, AS FOLLOWS: BEGIN 1485.20 FEET WEST OF THE SOUTHEAST CORNER OF GOVERNMENT LOT 4, THEN NORTH 1036.22 FEET; THENCE WEST 160.03 FEET; THENCE SOUTH 1049.95 FEET, THEN EAST 160.09 FEET TO THE POINT OF BEGINNING.

CONTAINING: 147.09 ACRES± (NET)
152.28 (GROSS)

Said legal description having been replatted to:

All of FONTAINEBLEAU EAST, according to the Plat thereof, as recorded in Plat Book 168 Page 26 of the Public Records of Miami-Dade County, Florida.

EXHIBIT "B"

CFN 2005R0539838
OR Bk 23413 Pgs 1136 - 1142f (7pgs)
RECORDED 05/26/2005 10:03:13
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by:
Stanley B. Price, Esq.
Bilzin Sumberg Baena Price & Axelrod LLP
200 South Biscayne Boulevard, Suite 2500
Miami, FL 33131



(Space reserved for Clerk)

A/23

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned, Carolyn A. Sakolsky, as Trustee ("Owner") holds the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A," attached hereto, and hereinafter called the "Property"; and

WHEREAS, in April 2004, the Owner filed an application (the "Application"), as part the April 2004 Comprehensive Development Master Plan ("CDMP") Amendment Cycle, to amend the Property's designation on the CDMP Future Land Use Plan Map of Miami-Dade County from Parks and Recreation and Medium Density Residential to Medium Density Residential, and that Application has been designated as "Application 3" for that cycle of CDMP amendment applications.

NOW THEREFORE, in consideration of the premises, and subject to the approval of the Application, and in order to assure the Miami-Dade County ("County") Board of County Commissioners ("County Commission") that the representations made by the Owner concerning the type and manner of development and the number of units to be developed on the Property in the future will be adhered to notwithstanding the permitted uses and densities under said zoning district regulations and land use classification, and to assure the County Commission that this voluntary restriction will be followed by the Owner, and its successors and assigns, the Owner freely, voluntarily and without duress makes the following Declaration of Restrictions ("Declaration") covering and running with the Property:

- (1) Conceptual Site Plan. Subject to approval through the zoning process, the Property will be developed in substantial conformity with the conceptual (bubble) site plan entitled "Fontainebleau East Shoma Development," prepared by Pascual Perez Kiliddjian & Associates, signed and sealed the 7th day of April, 2005 ("Conceptual Site Plan"). Owner has filed an application to rezone the Property to

MIAMI 817468.13 7331719528

4-54-40

1) Addressing
Traffic Impacts
on N.W. 87th
Avenue.

Prior to rezoning
of the Property,
the Owner shall
forward the
proposed (2)
site plan, any
traffic studies
and proposals to

address (3)
traffic impacts
of the Applicant,
and, in particular,
the potential for
diverse
impacts on
N.W. 87th
Avenue.

[Handwritten signature]
(4)
(5)

allow for development of the Property ("Zoning Application"). The final site plan submitted in connection with the Zoning Application for the Property shall be in substantial conformity with the Conceptual Site Plan. The Conceptual Site Plan merely sets forth the total number and types of residential units proposed for the Property, and the location of certain designated green and buffered areas as further defined in this Declaration, but is not intended to show the exact location and orientation of buildings, or other design features of the units to be located on the Property. The Owner acknowledges that the future rezoning and development of the Property shall require one or more detailed site plan approvals by the County which will determine, among other things, the exact type of units, location, distribution, orientation and other requirements for compliance with all applicable zoning, fire and public works review standards.

Number of Units. Notwithstanding the density and number of residential units that may be permitted by the land use designation sought by the Applicant, development of the Property shall not exceed a total of one thousand one hundred seventy-six (1,176) residential dwelling units. Notwithstanding the depiction of the units on the Conceptual Site Plan, the units may be developed as single-family homes in accordance with the zoning approvals granted by the appropriate board.

Educational Facility. Owner recognizes that redevelopment of the Property may impact the educational facilities currently being served by the area surrounding the Property. Prior to final zoning approval, Owner, at its option, shall either 1) mitigate the impact on educational facilities of the proposed development by either securing the availability of an educational facility (charter or public school) located within three miles from the Property, or 2) have reached an agreement with the Miami-Dade County Public Schools addressing the impact on educational facilities in a manner acceptable to the Miami-Dade County Public Schools or 3) submit for review and approval to the Director of the Department of Planning and Zoning ("Director") a plan to mitigate the impacts on educational facilities in a manner acceptable to the Director. Nothing contained herein shall relieve the Owner of negotiating with the Miami-Dade County School District consistent with the Interlocal Agreement between Dade County and the School Board of Dade County, Florida relating to Educational Facilities Impact Fee Monies, as amended, and as amended in the future from time to time.

Effectiveness of Declaration. This Declaration shall become final and shall be recorded in the Public Records of Miami-Dade County after final approval by the County Commission of the application.

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

MIAMI 817468.13 7331719528

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. 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 County.

- (6) **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, or, in accordance with paragraph 7 below, and provided that the Declaration has first been modified or released by Miami-Dade County as provided under the following paragraph.
- (7) **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 all of the Property, including joinders of all mortgagees, if any, provided that the same is also approved by the County Commission of Miami-Dade County or such other successor governmental body having jurisdiction over the Property.

Any such modification or release shall also be subject to the provisions governing amendments to comprehensive plans, as set forth in Chapter 163, Part II, Florida Statutes or successor legislation which may, from time to time, govern amendments to comprehensive plans. Any such modification or release shall also be subject to Section 2-116.1 of the Code of Miami-Dade County, or successor regulation governing amendments to the Miami-Dade Comprehensive Plan. Notwithstanding the previous sentence, in the event that the Property is incorporated into a new municipality which amends, modifies, or declines to adopt the provisions of Section 2.116.1 of the Code of Miami-Dade County, then modifications or releases of this Declaration shall be subject to the provisions of such ordinance 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, by the provisions for the adoption of zoning district boundary changes together with the provisions governing amendments to comprehensive plans, as set forth in Chapter 163, Part II, Florida Statutes or successor legislation which may, from time to time, govern amendments to comprehensive plans. Should this Declaration of Restrictions be so modified, amended or released, the Director of the Miami-Dade County Department of Planning and Zoning, or the executive office for 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 of effectuating and acknowledging such modification, amendment or release.

MIAMI 817468.13 7331719528

In the event that there is a recorded homeowners or condominium association covering any portion of the Property, said association may (in lieu of the signature or consent of the individual members or owners), on behalf of its members and in accordance with its articles of incorporation and bylaws, consent to any proposed modification, amendment, or release by a written instrument executed by the homeowners or condominium association. Any consent made pursuant to a vote of the homeowners or condominium association shall be evidenced by a written resolution of the homeowners or condominium association and a certification executed by the secretary of the homeowners or condominium association's board of directors affirming that the vote complied with the articles of incorporation and the bylaws of the association.

Any modification, amendment, or release of this Declaration will require the consent of all the then owner(s) of the Property which will be evidenced by either a written resolution of a homeowners and/or condominium association and/or a written instrument(s) executed by individual property owner(s). In the event that one or several of the owners of the Property are not members of a recorded association, their consent to any modification, amendment, or release, is required, along with the consent of the recorded association(s), and must be evidenced by an executed written instrument.

- (8) **Enforcement.** Enforcement shall be by action against any parties or person violating, or attempting to violate, any provision of this Declaration. This Declaration, and the acceptance hereof by Miami-Dade County, is not intended and should not be construed to confer any rights on any third parties. The prevailing party in 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 its attorney, at trial and appeal, or any other levels. This enforcement provision shall be in addition to any other remedies available at law or in equity or both.
- (9) **Authorization for Miami-Dade County 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 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.
- (10) **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.
- (11) **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.

- (12) **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.
- (13) **Acceptance of Declaration.** Acceptance of this Declaration does not obligate the County in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the County Commission and/or any appropriate Community Zoning Appeals Board retains its full power and authority to deny each such application in whole or in part and to decline to accept any conveyance.
- (14) **Owner.** The term Owner shall include the Owner, and its heirs, successors and assigns.
- (15) **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 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 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.

[SIGNATURE PAGE FOLLOWS]

Signed, witnessed, executed and acknowledged this 6 day of May, 2005.

Witnesses:

Patricia Hodge
Print Name PATRICIA HODGE

Carolyn A. Sakolsky, Trustee
5233 Fisher Island Drive
Miami, FL 33109

Mercedes Padron
Print Name Mercedes Padron

Carolyn A. Sakolsky
Carolyn A. Sakolsky

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

The foregoing instrument was acknowledged before me this 6 day of May, 2005 by Carolyn A. Sakolsky Trustee, who is personally known to me or produced a valid driver's license as identification

Mercedes Padron
Notary Public
Sign Name: Mercedes Padron
Print Name: _____
MY COMMISSION EXPIRES:



EXHIBIT "A"

LEGAL DESCRIPTION

TRACTS 1, 2, 3, 4, & 7 OF FONTAINEBLEAU PARK SUBDIVISION SECTION ONE ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 90 PAGE 56 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND

A PORTION OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 54 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 4, TOWNSHIP 54 SOUTH, RANGE 40 EAST; THENCE RUN N89°58'50"E, ALONG THE NORTH LINE OF SAID SECTION 4 (ALSO BEING THE SOUTH LINE OF GOVERNMENT LOT 1) FOR A DISTANCE OF 95.08 FEET TO THE POINT OF BEGINNING OF PARCEL OF LAND HEREINAFTER TO BE DESCRIBED; THENCE CONTINUE N89°58'50"E ALONG LAST DESCRIBED COURSE FOR A DISTANCE OF 35.56 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF TRACT "F" BLUE FONTAINE TRACT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 140, AT PAGE 76, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN S08°57'20"E ALONG SAID WEST LINE OF TRACT F FOR A DISTANCE OF 7.83 FEET TO A POINT; THENCE RUN S02°06'50"E, ALONG SAID WEST LINE OF TRACT F FOR A DISTANCE OF 58.87 FEET TO THE SOUTHWEST CORNER OF SAID TRACT F (SAID POINT ALSO BEING A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF FONTAINEBLEAU BOULEVARD AS SHOWN ON PLAT OF "FONTAINEBLEAU BOULEVARD PARK AND PARK BOULEVARD", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 90, AT PAGE 28, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN S89°42'20"W, ALONG LAST DESCRIBED COURSE FOR A DISTANCE OF 35.02 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE FOR CANAL AS SHOWN ON PLAT OF "BLUE FONTAINE REPLAT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 140, AT PAGE 2, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN N02°06'60"W, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID CANAL FOR A DISTANCE OF 68.00 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID SECTION 4 (SAID POINT ALSO BEING THE POINT OF BEGINNING). SAID DESCRIBED PARCEL OF LAND LYING AND BEING SITUATED IN MIAMI-DADE COUNTY, FLORIDA.

AND

A PORTION OF GOVERNMENT LOT 4 BETWEEN TOWNSHIP 53 AND 54 SOUTH, RANGE 40 EAST, AS FOLLOWS: BEGIN 1485.20 FEET WEST OF THE SOUTHEAST CORNER OF GOVERNMENT LOT 4, THEN NORTH 1036.22 FEET; THENCE WEST 160.03 FEET; THENCE SOUTH 1049.95 FEET, THEN EAST 160.09 FEET TO THE POINT OF BEGINNING.

CONTAINING: 147.09 ACRES± (NET)
152.28 (GROSS)

STATE OF FLORIDA, COUNTY OF DADE
I HEREBY CERTIFY that this is a true copy of the original filed in this office on 27 day of May, A.D. 2005
WITNESS my hand and Official Seal,
HARVEY RUVIN, CLERK, of Circuit and County Courts
By [Signature] D.C.



SKETCH AND LEGAL DESCRIPTION
BY

PULICE LAND SURVEYORS, INC.

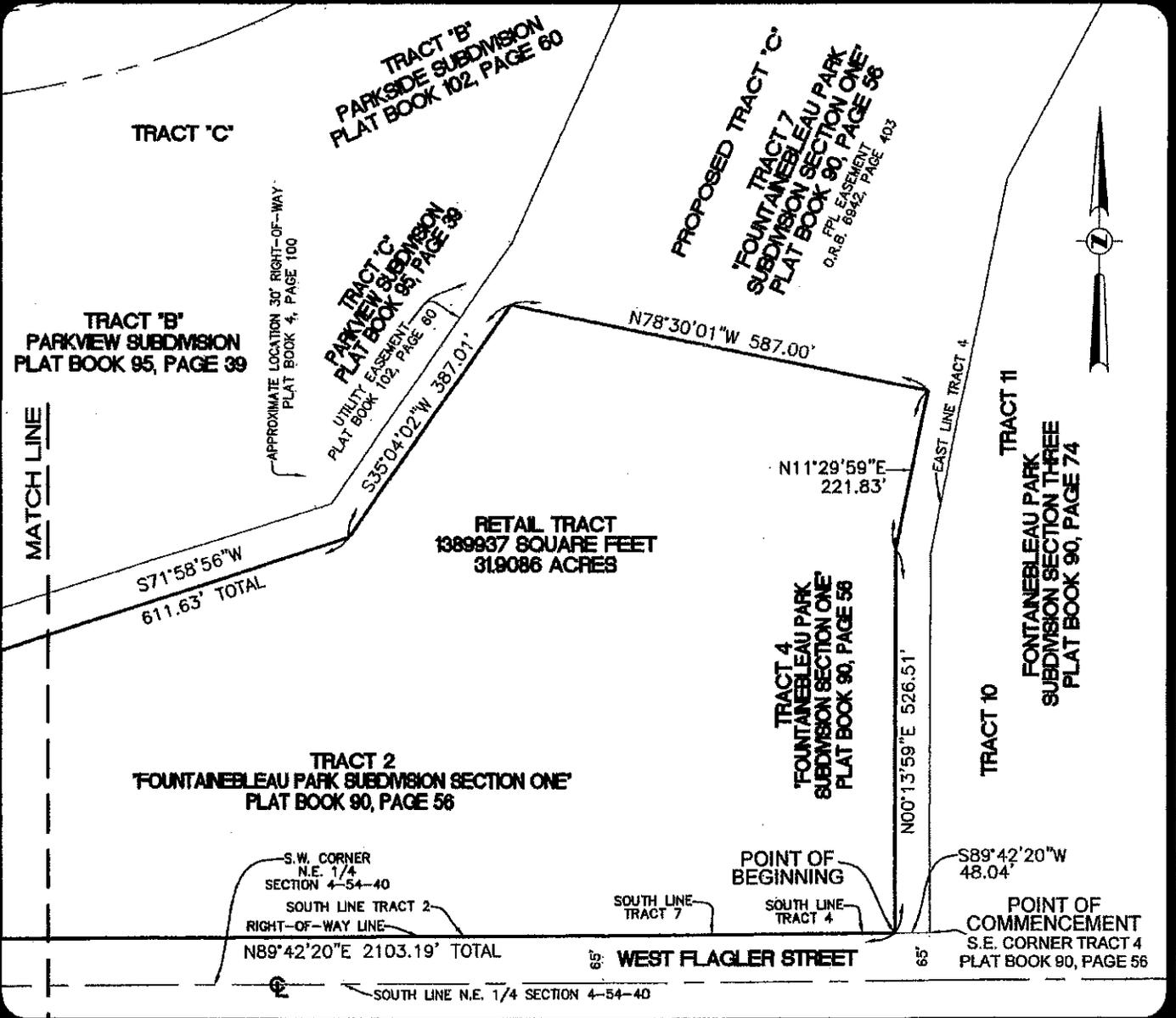
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778

E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870

PLS

PLS



FILE: SHOMA DEVELOPMENT

SCALE: 1"-200'

ORDER NO.: 51965-1

DATE: 09/23/08; REV. 02/23/09

RETAIL TRACT

MIAMI-DADE COUNTY, FLORIDA

FOR: FONTAINEBLEAU EAST

SHEET 1 OF 4

THIS DOCUMENT IS NEITHER FULL NOR
COMPLETE WITHOUT SHEETS 1
THROUGH 4 INCLUSIVE

JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136
STATE OF FLORIDA

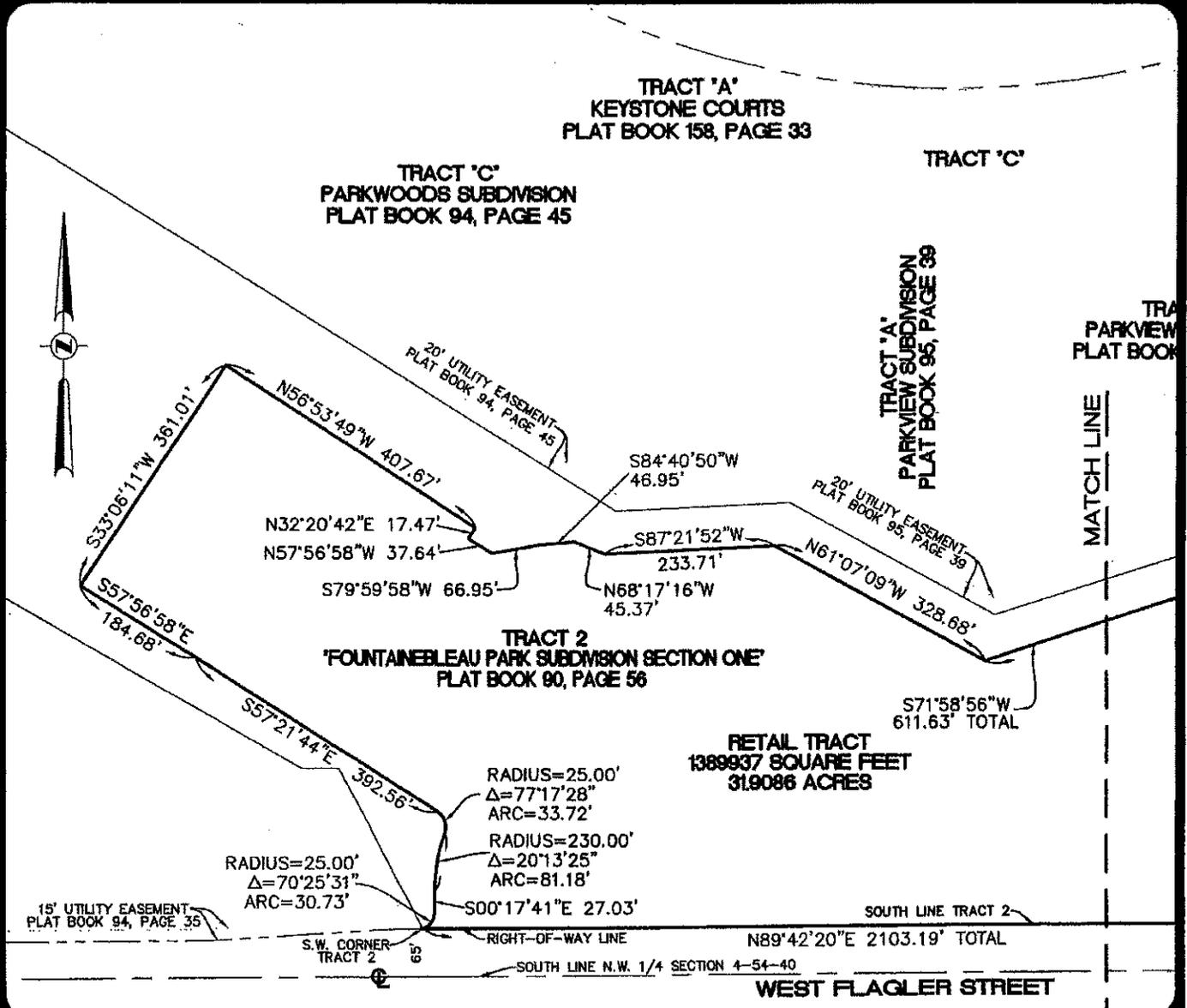


SKETCH AND LEGAL DESCRIPTION
BY
PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778

E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870



FILE: SHOMA DEVELOPMENT
SCALE: 1"=200'
ORDER NO.: 51965-1
DATE: 09/23/08; REV. 02/23/09
RETAIL TRACT
MIAMI-DADE COUNTY, FLORIDA
FOR: FONTAINEBLEAU EAST

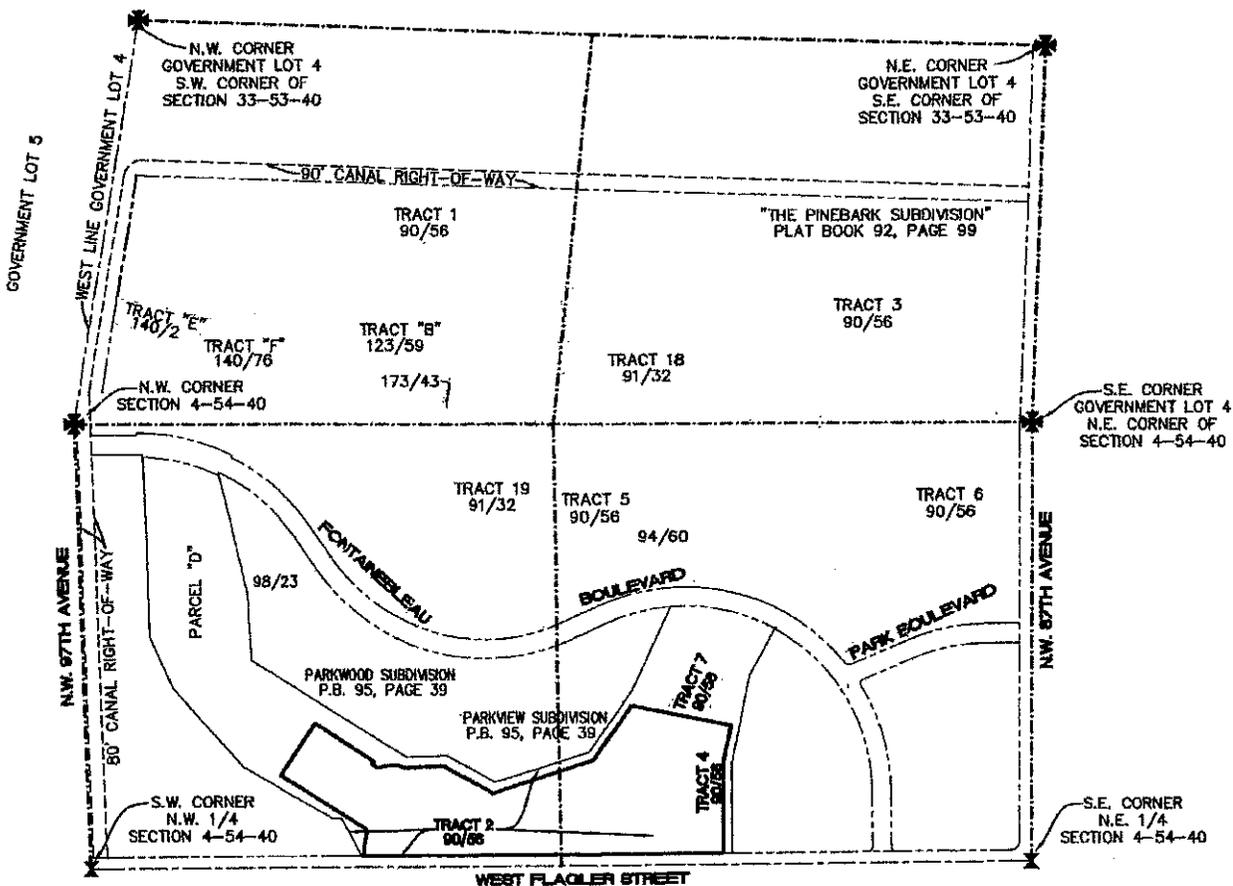
SHEET 2 OF 4
THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 THROUGH 4 INCLUSIVE



SKETCH AND LEGAL DESCRIPTION
BY
PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870



FILE: SHOMA DEVELOPMENT

SCALE: 1"=1,000' (LOCATION MAP)

ORDER NO.: 51965-1

DATE: 09/23/08; REV. 02/23/09

RETAIL TRACT

MIAMI-DADE COUNTY, FLORIDA

FOR: FONTAINEBLEAU EAST

SHEET 3 OF 4

THIS DOCUMENT IS NEITHER FULL NOR
COMPLETE WITHOUT SHEETS 1
THROUGH 4 INCLUSIVE



SKETCH AND LEGAL DESCRIPTION
BY
PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870



LEGAL DESCRIPTION: RETAIL TRACT

A PORTION OF TRACTS 2, 4 AND 7 OF FONTAINEBLEAU PARK SUBDIVISION SECTION ONE ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 90, PAGE 56 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT 4 ON THE NORTH RIGHT-OF-WAY LINE OF WEST FLAGLER STREET; THENCE SOUTH 89°42'20" WEST ON THE SOUTH LINE OF SAID TRACT 4 AND ON SAID NORTH RIGHT-OF-WAY LINE 48.04 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°13'59" EAST 526.51 FEET; THENCE NORTH 11°29'59" EAST 221.83 FEET; THENCE NORTH 78°30'01" WEST 587.00 FEET; THENCE SOUTH 35°04'02" WEST 387.01 FEET; THENCE SOUTH 71°58'56" WEST 611.63 FEET; THENCE NORTH 61°07'09" WEST 328.68 FEET; THENCE SOUTH 87°21'52" WEST 233.71 FEET; THENCE NORTH 68°17'16" WEST 45.37 FEET; THENCE SOUTH 84°40'50" WEST 46.95 FEET; THENCE SOUTH 79°59'58" WEST 66.95 FEET; THENCE NORTH 57°56'58" WEST 37.64 FEET; THENCE NORTH 32°20'42" EAST 17.47 FEET; THENCE NORTH 56°53'49" WEST 407.67 FEET; THENCE SOUTH 33°06'11" WEST 361.01 FEET; THENCE SOUTH 57°56'58" EAST 184.68 FEET; THENCE SOUTH 57°21'44" EAST 392.56 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE, WITH A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 77°17'28" AN ARC DISTANCE OF 33.72 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE, CONCAVE EASTERLY; THENCE SOUTHERLY ON THE ARC OF SAID CURVE, WITH A RADIUS OF 230.00 FEET AND A CENTRAL ANGLE OF 20°13'25" AN ARC DISTANCE OF 81.18 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00°17'41" EAST 27.03 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY ON THE ARC OF SAID CURVE, WITH A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 70°25'31" AN ARC DISTANCE OF 30.73 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 2, BEING ON THE NORTH RIGHT-OF-WAY LINE OF WEST FLAGLER STREET; THENCE NORTH 89°42'20" EAST ON THE SOUTH LINE OF TRACTS 2, 7 AND 4 AND ON SAID NORTH RIGHT-OF-WAY LINE 2,103.19 FEET TO THE POINT OF BEGINNING.
CONTAINING 1,389,937 SQUARE FEET, 31.9086 ACRES.

NOTES:

- 1) BEARINGS ARE BASED ON THE SOUTH LINE OF TRACT 2 BEING N89°42'20"E.
- 2) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
- 3) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 4) Δ DENOTES: CENTRAL ANGLE.
- 5) O.R.B. DENOTES: OFFICIAL RECORDS BOOK.

FILE: SHOMA DEVELOPMENT
SCALE: N/A
ORDER NO.: 51965-1
DATE: 09/23/08; REV. 02/23/09
RETAIL TRACT
MIAMI-DADE COUNTY, FLORIDA
FOR: FONTAINEBLEAU EAST

SHEET 4 OF 4
THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 THROUGH 4 INCLUSIVE

SKETCH AND LEGAL DESCRIPTION

BY

PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778

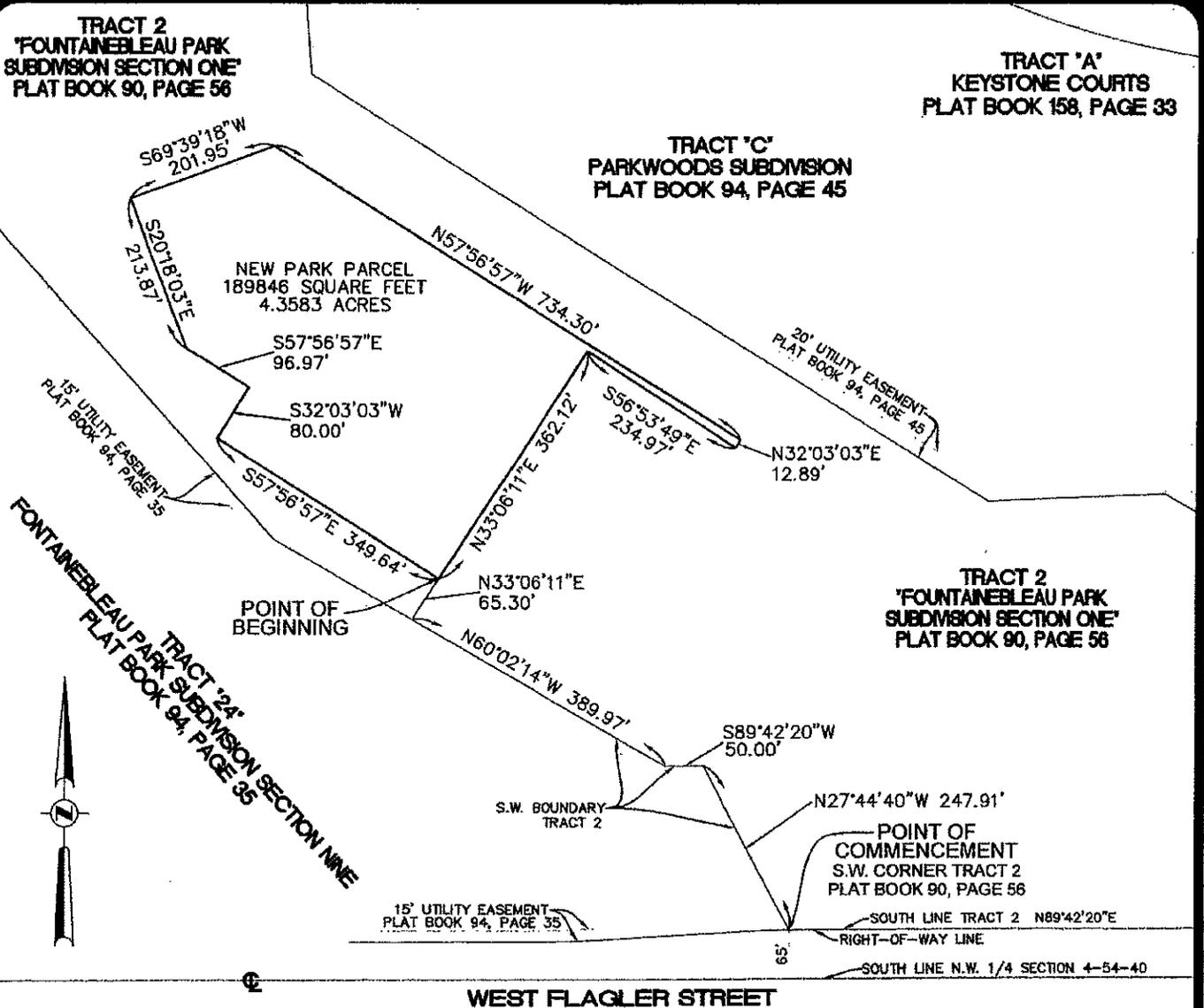
E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870



TRACT 2
'FONTAINEBLEAU PARK
SUBDIVISION SECTION ONE'
PLAT BOOK 90, PAGE 56

TRACT 'A'
KEYSTONE COURTS
PLAT BOOK 158, PAGE 33

TRACT 'C'
PARKWOODS SUBDIVISION
PLAT BOOK 94, PAGE 45



FILE: SHOMA DEVELOPMENT

SCALE: 1"=200'

ORDER NO.: 52015

DATE: 10/29/08; REV. 02/23/09

ADDITIONAL PARK PARCEL ONE

MIAMI-DADE COUNTY, FLORIDA

FOR: FONTAINEBLEAU EAST

SHEET 1 OF 3

THIS DOCUMENT IS NEITHER FULL NOR
COMPLETE WITHOUT SHEETS 1
THROUGH 3 INCLUSIVE

JOHN P. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136
STATE OF FLORIDA



SKETCH AND LEGAL DESCRIPTION

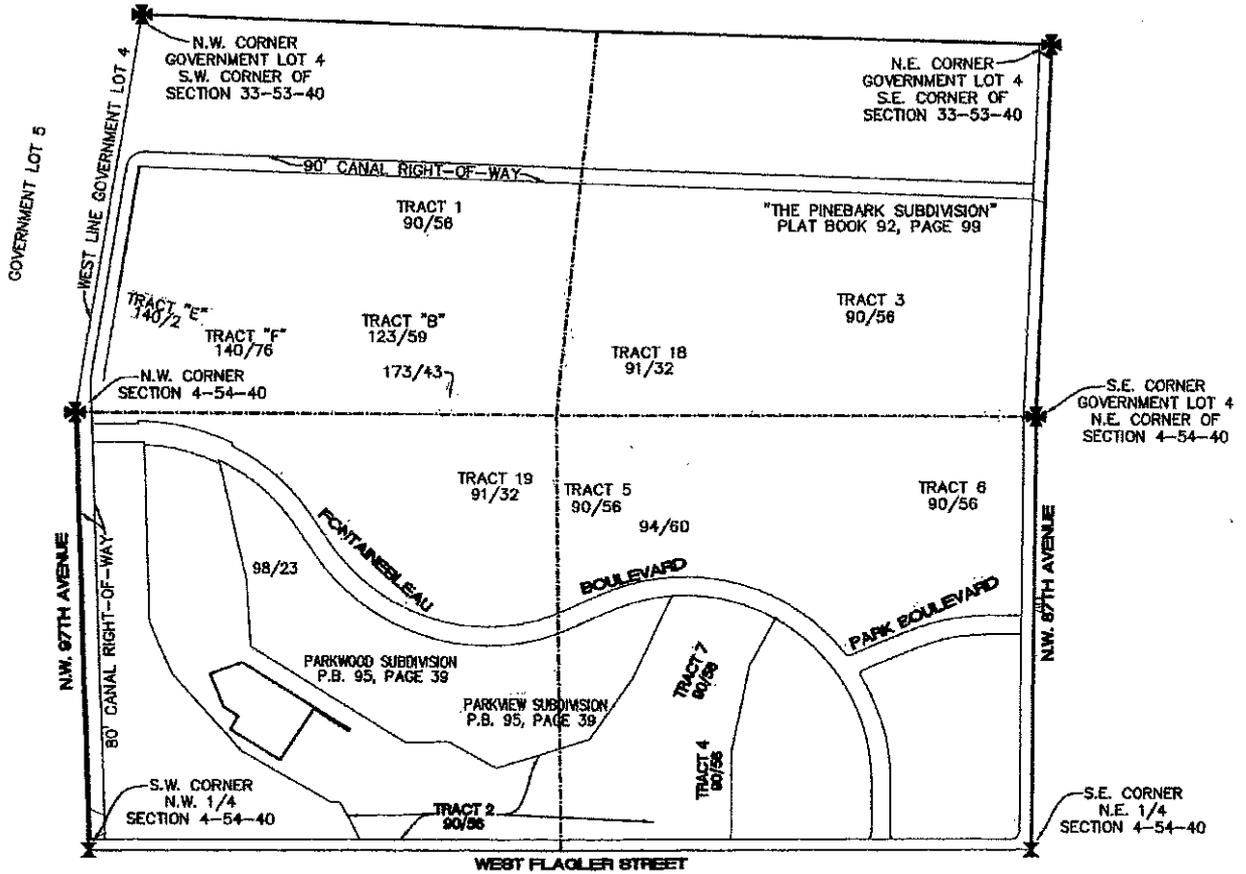
BY

PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778

E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870



FILE: SHOMA DEVELOPMENT

SCALE: 1"=1,000' (LOCATION MAP)

ORDER NO.: 52015

DATE: 10/29/08; REV. 02/23/09

ADDITIONAL PARK PARCEL ONE

MIAMI-DADE COUNTY, FLORIDA

FOR: FONTAINEBLEAU EAST

SHEET 2 OF 3

THIS DOCUMENT IS NEITHER FULL NOR
COMPLETE WITHOUT SHEETS 1
THROUGH 3 INCLUSIVE



SKETCH AND LEGAL DESCRIPTION

BY

PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778

E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870



LEGAL DESCRIPTION: ADDITIONAL PARK PARCEL ONE

A PORTION OF TRACT 2 OF FONTAINEBLEAU PARK SUBDIVISION SECTION ONE ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 90, PAGE 56 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT 2 ON THE NORTH RIGHT-OF-WAY LINE OF WEST FLAGLER STREET; THENCE ON THE SOUTHWESTERLY BOUNDARY OF SAID TRACT 2 THE FOLLOWING 3 COURSES AND DISTANCES: 1) NORTH 27°44'40" WEST 247.91 FEET; 2) SOUTH 89°42'20" WEST 50.00 FEET; 3) NORTH 60°02'14" WEST 389.97 FEET; THENCE NORTH 33°06'11" EAST 65.30 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 33°06'11" EAST 362.12 FEET; THENCE SOUTH 56°53'49" EAST 234.97 FEET; THENCE NORTH 32°03'03" EAST 12.89 FEET; THENCE NORTH 57°56'57" WEST 734.30 FEET; THENCE SOUTH 69°39'18" WEST 201.95 FEET; THENCE SOUTH 20°18'03" EAST 213.87 FEET; THENCE SOUTH 57°56'57" EAST 96.97 FEET; THENCE SOUTH 32°03'03" WEST 80.00 FEET; THENCE SOUTH 57°56'57" EAST 349.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 189,846 SQUARE FEET, 4.3583 ACRES.

NOTES:

- 1) BEARINGS ARE BASED ON THE SOUTH LINE OF TRACT 2 BEING N89°42'20"E.
- 2) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
- 3) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 4) Δ DENOTES: CENTRAL ANGLE.
- 5) O.R.B. DENOTES: OFFICIAL RECORDS BOOK.

FILE: SHOMA DEVELOPMENT

SCALE: N/A

ORDER NO.: 52015

DATE: 10/29/08; REV. 02/23/09

ADDITIONAL PARK PARCEL ONE

MIAMI-DADE COUNTY, FLORIDA

FOR: FONTAINEBLEAU EAST

SHEET 3 OF 3

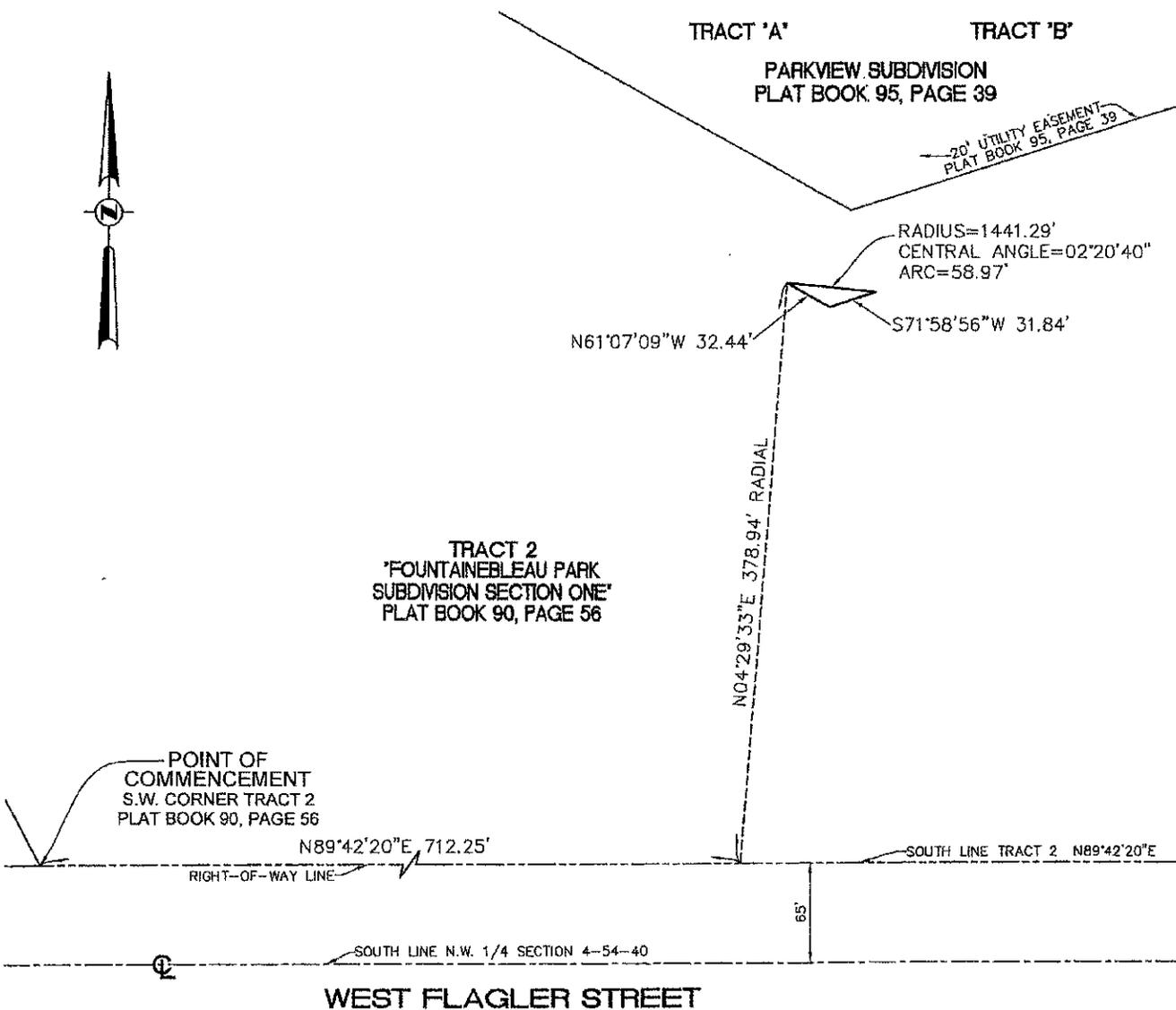
THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 THROUGH 3 INCLUSIVE

PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778

E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870



FILE: SHOMA DEVELOPMENT

SCALE: 1"=100'

ORDER NO.: 52160-3

DATE: 01/26/09

ADDITIONAL PARK PARCEL TWO

MIAMI-DADE COUNTY, FLORIDA

FOR: FONTAINEBLEAU EAST

SHEET 1 OF 3

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 THROUGH 3 INCLUSIVE



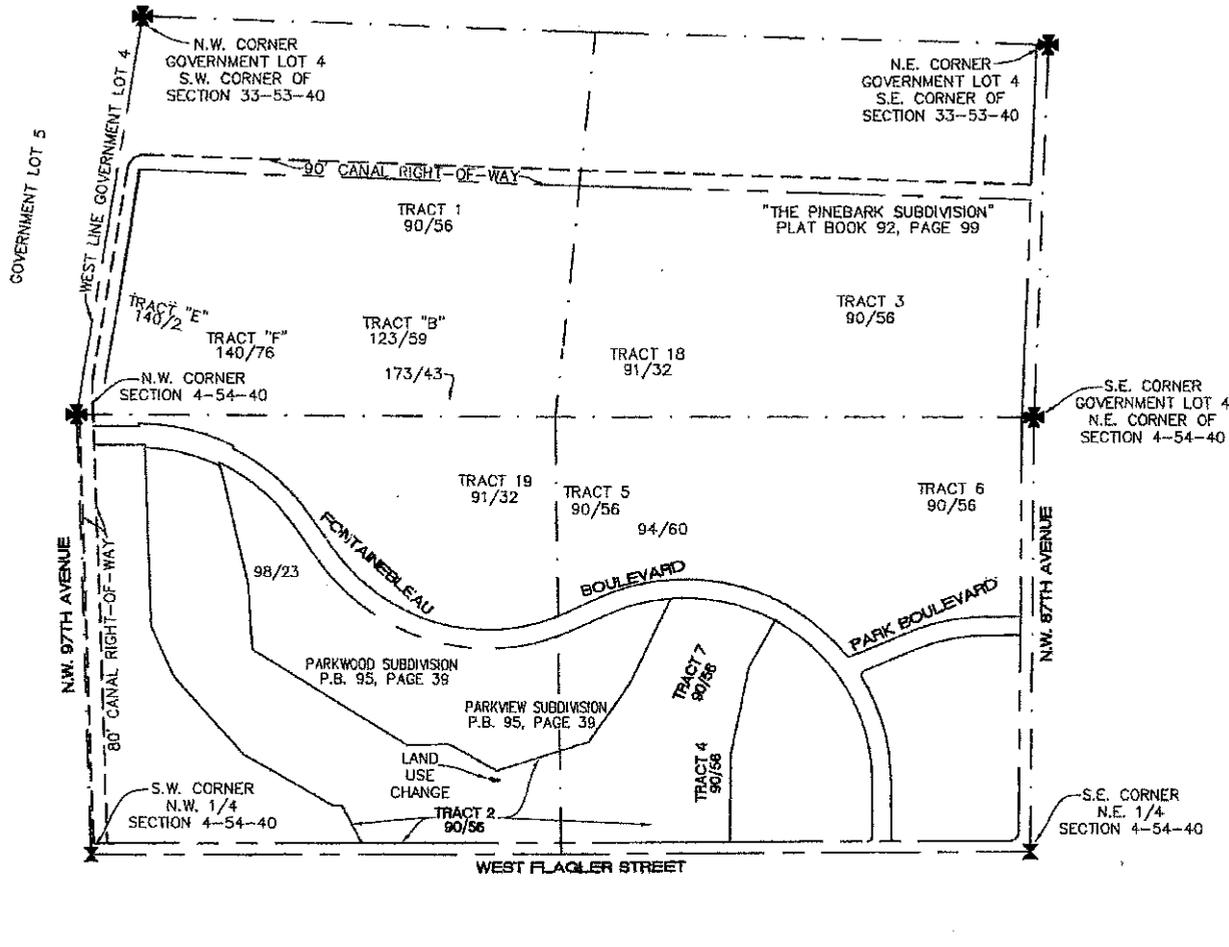
JOHN P. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
 BEATH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136
 STATE OF FLORIDA



SKETCH AND LEGAL DESCRIPTION
BY
PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870



FILE: SHOMA DEVELOPMENT

SCALE: 1"=1,000' (LOCATION MAP)

ORDER NO.: 52160-3

DATE: 01/26/09

ADDITIONAL PARK PARCEL TWO

MIAMI-DADE COUNTY, FLORIDA

FOR: FONTAINEBLEAU EAST

SHEET 2 OF 3

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 THROUGH 3 INCLUSIVE



SKETCH AND LEGAL DESCRIPTION

BY

PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778

E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870



LEGAL DESCRIPTION: ADDITIONAL PARK PARCEL TWO

A PORTION OF TRACT 2 OF FONTAINEBLEAU PARK SUBDIVISION SECTION ONE ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 90, PAGE 56 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT 2 ON THE NORTH RIGHT-OF-WAY LINE OF WEST FLAGLER STREET; THENCE NORTH 89°42'20" EAST ON THE SOUTH LINE OF SAID TRACT 2 AND ON SAID NORTH RIGHT-OF-WAY LINE 712.25 FEET; THENCE NORTH 04°29'33" EAST, ON A LINE RADIAL TO THE NEXT DESCRIBED CURVE, 378.94 FEET TO THE POINT OF BEGINNING, A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHERLY; THENCE EASTERLY ON THE ARC OF SAID CURVE, WITH A RADIUS OF 1,441.29 FEET AND A CENTRAL ANGLE OF 02°20'40" AN ARC DISTANCE OF 58.97 FEET; THENCE SOUTH 71°58'56" WEST 31.84 FEET; THENCE NORTH 61°07'09" WEST 32.44 FEET TO THE POINT OF BEGINNING.
389 SQUARE FEET, 0.0089 ACRES.

NOTES:

- 1) BEARINGS ARE BASED ON THE SOUTH LINE OF TRACT 2 BEING N89°42'20"E.
- 2) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
- 3) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 4) O.R.B. DENOTES: OFFICIAL RECORDS BOOK.

FILE: SHOMA DEVELOPMENT

SCALE: N/A

ORDER NO.: 52160-3

DATE: 01/2 /09

ADDITIONAL PARK PARCEL TWO

MIAMI-DADE COUNTY, FLORIDA

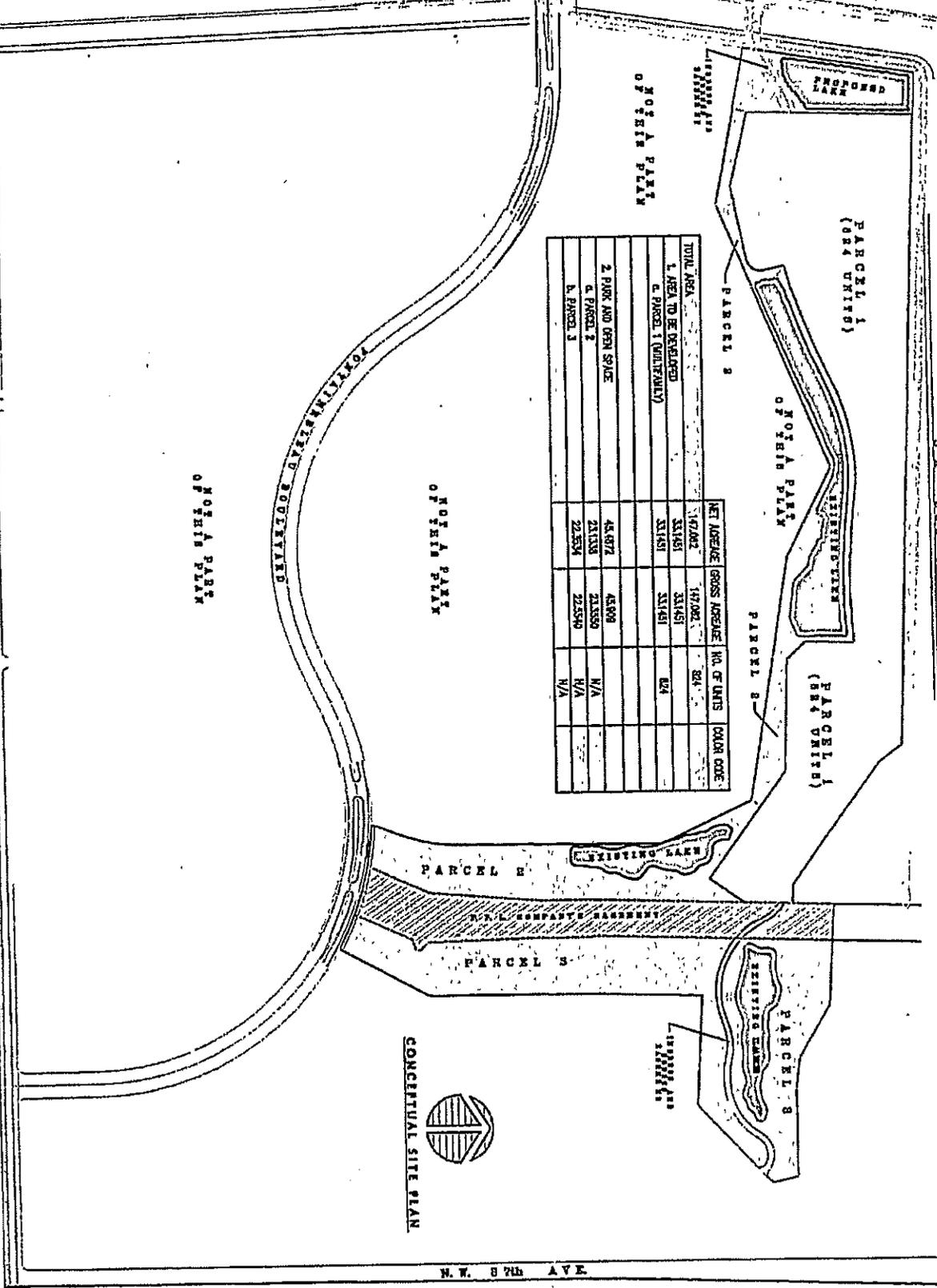
FOR: FONTAINEBLEAU EAST

SHEET 3 OF 3

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 THROUGH 3 INCLUSIVE

FONTAINEBLEAU EAST
SHOMA DEVELOPMENT
MIAMI-DADE COUNTY, FLORIDA

N.W. 07th AVE. N.W. 07th AVE.



NET AREA/ GROSS AREA	NO. OF UNITS	COLOR CODE
TOTAL AREA	147,062	84
1. AREA TO BE DEVELOPED	33,145	84
a. PARCEL 1 (ULTIMATELY)	33,145	84
2. PARK AND OPEN SPACE	45,897	N/A
a. PARCEL 2	23,138	N/A
b. PARCEL 3	22,590	N/A

CONCEPTUAL SITE PLAN



OLR
ARCHITECTS
ORSHES LÓPEZ-REDO
ARCHITECTS
1700 S.W. 67 AVENUE
SUITE 222
MIAMI, FLORIDA 33135
TELEPHONE (305) 360-2100