

This instrument prepared by:

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1450 Brickell Avenue

Suite 2300

Miami, Florida 33131-3456

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CLERK-PLANNING DIVISION

(Space reserved for Clerk)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned, Northeastern Golf LLC, a Florida limited liability company, and Fort Dallas Golf Club, Ltd., a Florida limited partnership (collectively, "Owners"), hold the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A," attached hereto ("Property"); and

WHEREAS, the Owners have applied for an amendment to the Miami-Dade County Comprehensive Development Master Plan ("CDMP") in the May 2016 Cycle and which is identified as Application No. 7 ("Application"); and

WHEREAS, the Application seeks to re-designate the Property from "Parks and Recreation" to "Low Density Residential" on the Miami-Dade County Comprehensive Development Master Plan Adopted Land Use Plan ("LUP") map.

NOW, THEREFORE, in order to assure Miami-Dade County, Florida ("County") that the representations made by the Owners during consideration of the Application will be abided by, the Owners freely, voluntarily, and without duress make the following Declaration of Restrictions ("Declaration") covering and running with the Property.

1. Number of Units. Notwithstanding the density and number of residential units that may be permitted by the land use designation sought by the Owners, development of the Property shall not exceed four (4) units per gross acre.

2. Open Space. Owners shall set aside 50% of the Property as recreation and open space. Such open space shall be maintained as park, recreational, or open space for use by the residents of the proposed development. By way of example but not limitation, such open space may include the perimeter buffer and adjacent areas, the water management tracts, the recreation site, open space within right of ways including grass and sidewalk, and other areas on the Property that will be clearly identified on plans for review by Miami-Dade County during the zoning and permitting process. By creation of a homeowner's association or through such other legal mechanism, Owners shall provide a financial means to assure maintenance of the open space.

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3. Conceptual Site Plan. Subject to the approval of the Application, Owners agree that prior to submission of any application to rezone any portion of the Property, the Owners shall prepare a final site plan for the Property, which shall be submitted in conjunction with any rezoning application for all appropriate governmental approvals. Said final site plan shall be in substantial compliance with the Conceptual Plan prepared by GL Homes, dated _____, consisting of 1 sheet, a copy of which is attached to this Declaration as Exhibit "B" (the "Conceptual Plan"). The Conceptual Plan merely sets forth the location of certain designated parks and buffer areas and is not intended to show the exact location and orientation of buildings, parcel density, or type of units or other design features of the units to be located within the Property. A green space buffer with a minimum width of one hundred (100) feet from the perimeter of the Property is incorporated as part of the Conceptual Plan. The Owners acknowledge 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, the location, distribution, orientation, and other requirements for compliance with all applicable zoning, fire, and public works review standards. Any and all removal or relocation of existing trees on the site shall be in accordance with the requirements of Chapter 24 of the Miami-Dade County Code. The Owners acknowledge that the County's acceptance of this Declaration shall in no way be deemed a waiver on the part of the County, its boards, or departments, to require future site plan approval for the development of the Property.

4. Covenant Running with the Land. This Declaration on the part of the Owners shall constitute a covenant running with the land and shall be recorded, at Owners' expense, in the public records of the County and shall remain in full force and effect and be binding upon the undersigned Owners, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions shall be for the benefit of, and limitation upon, all present and future owners of the Property and for the benefit of the County and the public welfare. The Owners, and their heirs, successors and assigns, acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on the County.

5. Term. This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the then owner(s) of the Property, in accordance with paragraph six (6) below, has been recorded agreeing to change the Declaration in whole, or in part, provided that the Declaration has first been modified or released by the County.

6. Modification, Amendment, Release. This Declaration may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the then owner(s) of the Property, provided that the same is also approved by the County Board of County Commissioners. Notwithstanding the foregoing, if any portion of the Property has been submitted to the condominium form of ownership or another collective ownership structure ("Submitted Portion"), then such consent shall be given by the condominium association, property owners' association, or other entity governing such Submitted Portion rather than the individual unit, parcel, or lot owners or their mortgagees. Any such modification, amendment or release shall be subject to the provisions governing amendments to the CDMP, as set forth in Chapter 163, Part II, Florida Statutes or successor legislation that may, from time to

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time, govern amendments to the CDMP (hereinafter "Chapter 163"). Such modification, amendment or release shall also be subject to the provisions governing amendments to the CDMP as set forth in Section 2-116.1 of the County Code, or successor regulations governing modifications to the CDMP. In the event that the Property is incorporated within a new municipality or annexed into an existing municipality, and the successor municipality amends, modifies, or declines to adopt the provisions of Section 2-116.1 of the County Code, then modifications, amendments or releases of this Declaration shall be subject to Chapter 163 and the provisions of such ordinances as may be adopted by such successor municipality for the adoption of amendments to its comprehensive plan; or, in the event that the successor municipality does not adopt such ordinances, subject to Chapter 163 and by the provisions for the adoption of zoning district boundary changes. It is provided, however, that in the event that the successor municipality approves a modification or deletion of this Declaration, such modification or deletion shall not be effective until approved by the County Board of County Commissioners, in accordance with applicable procedures. Should this Declaration be so modified, amended, or released, the Director of the Department of Regulatory and Economic Resources or the executive officer of a successor department, or, in the absence of such Director or executive officer, by his or her assistant in charge of the office in his/her absence, shall execute a written instrument effectuating and acknowledging such modification, amendment, or release.

7. Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

8. County Inspections. As further part of this Declaration, it is hereby understood and agreed that any official inspector of the County, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

9. Authorization for the County (or successor municipality) to Withhold Permits and Inspections. In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County (or successor municipality) is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this Declaration is complied with.

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 (or successor

municipality), and inspections made and approval of occupancy given by the County (or successor municipality), then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

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. Recordation and Effective Date. This Declaration shall be filed of record in the public records of the County at the cost of the Owners following the approval of the Application by the County Board of County Commissioners. This Declaration shall become effective immediately upon recordation. Notwithstanding the previous sentence, if any appeal is filed, and the disposition of such appeal results in the denial of the Application, in its entirety, then this Declaration shall be null and void and of no further effect. Upon the disposition of an appeal that results in the denial of the Application, in its entirety, and upon written request, the Director of the Department of Regulatory and Economic Resources 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.

14. Acceptance of Declaration. The Owners acknowledge that acceptance of this Declaration does not obligate the County in any manner, nor does it entitle the Owners to a favorable recommendation or approval of any application, zoning or otherwise, and the County Board of County Commissioners retains its full power and authority to deny each such application in whole or in part and decline to accept any conveyance.

15. Owners. The term Owners shall include all heirs, assigns, and successors in interest.

[EXECUTION PAGES TO FOLLOW]

Declaration of Restrictions

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IN WITNESS WHEREOF, the undersigned have duly executed this Declaration effective as of the ____ day of ____ 201__.

WITNESSES:

Signature

Print Name

Signature

Print Name

OWNERS:

NORTHEASTERN GOLF LLC,
a Florida limited liability company

By: _____

Name: _____

Title: _____

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

The foregoing instrument was acknowledged before me this _____ day of ____, 201__ by _____, as _____ of Northeastern Golf LLC, a Florida limited liability company, who is personally known to me or produced a valid driver's license as identification.

Notary Public
Sign Name: _____
Print Name: _____

My Commission Expires:

Serial No. (None, if blank): _____
(NOTARIAL SEAL)

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WITNESSES:

Signature

Print Name

Signature

Print Name

OWNERS:

FORT DALLAS GOLF CLUB, LTD.
a Florida limited partnership

By: _____

Name: _____

Title: _____

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

The foregoing instrument was acknowledged before me this _____ day of ____, 201__
by _____, as _____ of Fort Dallas Golf Club, Ltd., a Florida
limited partnership, who is personally known to me or produced a valid driver's license as
identification.

Notary Public

Sign Name: _____

Print Name: _____

My Commission Expires:

Serial No. (None, if blank): _____

(NOTARIAL SEAL)

EXHIBIT "A"Parcel A

A portion of Section 2, Township 55 South, Range 39 East, Miami-Dade County, Florida, being more particularly described as follows:

Commence at the southwest corner of the Southeast 1/4 of Section 2, Township 55 South, Range 39 East, Miami-Dade County, Florida; thence run due North along the West line of the Southeast 1/4 of said Section 2 for a distance of 1,170.00 feet to a point on a circular curve, thence run due East for a distance of 180.00 feet to the Point of Beginning of the parcel of land hereinafter described; thence run south and east along a circular curve concave to the northeast, having a radius of 300.00 feet through a central angle of 90° 00' 00" for an arc distance of 471.24 feet to the end of said curve; thence run due East for a distance of 210.00 feet to the beginning of a tangential circular curve; thence run easterly along said circular curve concave to the south, having a radius of 630.00 feet through a central angle of 23° 30' 00" for an arc distance of 258.40 feet to a point of reverse curve; thence run in an easterly direction along a circular curve, concave to the north, having a radius of 1,625.00 feet through a central angle of 26° 00' 00" for an arc distance of 737.40 feet to a point of compound curve; thence run northerly and westerly along said curve, concave to the west, having a radius of 245.00 feet through a central angle of 150° 00' 00" for a distance of 641.41 feet to a point of reverse curve; thence westerly along said curve whose center bears North 27° 30' 00" East having a radius of 470.00 feet through a central angle of 30° 15' 00" for an arc distance of 248.14 feet to a point of reverse curve; thence run in a westerly direction along said curve, concave to the southwest, having a radius of 860.00 feet through a central angle of 46° 19' 49" for an arc distance of 695.41 feet to the end of said curve; the center of the aforesaid circular curve bears South 11° 25' 11" West; thence run northwesterly along a circular curve concave to the northeast, whose center bears North 19° 12' 42" West, having a radius of 170.00 feet through a central angle of 95° 51' 35" for an arc distance of 284.42 feet to a point; thence run South 76° 38' 44" West for a distance of 61.63 feet; thence run North 09° 40' 13" West for a distance of 190.77 feet; thence run North 08° 09' 57" West for a distance of 123.19 feet; thence run North 11° 08' 18" West for a distance of 164.87 feet; thence run North 30° 43' 47" East for a distance of 97.08 feet; thence run North 82° 41' 47" East for a distance of 47.56 feet; thence run South 50° 36' 36" East for a distance of 220.48 feet; thence run South 52° 45' 10" East for a distance of 117.31 feet; thence run South 57° 45' 50" East for 116.93 feet; thence run South 12° 10' 21" West for a distance of 106.45 feet to a point on a circular curve concave to the southwest; thence run southeasterly along said circular curve whose center bears South 12° 10' 21" West and having a radius of 1160.00 feet through a central angle of 45° 34' 40" for an arc distance of 922.76 feet to a point of reverse curve; thence run easterly and northerly along said circular curve concave to the northwest having a radius of 170.00 feet through a central angle of 155° 45' 00" for an arc distance of 462.12 feet to the end of said curve; thence run North 08° 00' 00" West for a distance of 680.00 feet to the beginning of a tangential circular curve; thence run northerly along said circular curve concave to the east having a radius of 350.00 feet through a central angle of 34° 45' 00" for an arc distance of 212.28 feet to a point of reverse curve; thence run northerly along said circular curve, concave to the west, having a radius of 215.00 feet through a central angle of 37° 45' 00" for an arc distance of 141.66 feet to the end of said curve; thence run North 11° 00' 00" West for a distance of 325.00 feet to the beginning of a tangential circular curve; thence run north along said curve concave to the east, having a radius of 500.00 feet through a central angle of 32° 00' 00" for an arc distance of 279.25

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feet to a point of reverse curve; thence run north along said curve concave to the west, having a radius of 950.00 feet through a central angle of $30^{\circ} 30' 00''$ for an arc distance of 505.71 feet to a point of compound curve; thence run northwesterly along said curve concave to the southwest having a radius of 2,180.00 feet through a central angle of $18^{\circ} 40' 43''$ for an arc distance of 710.69 feet to the end of said curve whose center bears South $61^{\circ} 49' 17''$ West; thence run North $88^{\circ} 00' 00''$ West for a distance of 104.55 feet to the beginning of a tangential circular curve; thence run southwestly along said curve concave to the southeast, having a radius of 1,130.00 feet through a central angle of $36^{\circ} 30' 00''$ for an arc distance of 719.86 feet to a point of compound curve; thence run southerly along said curve, concave to the southeast having a radius of 880.00 feet through a central angle of $37^{\circ} 00' 00''$ for an arc distance of 568.27 feet to the end of said curve; thence run South $18^{\circ} 30' 00''$ West for a distance of 340.00 feet to a point; thence run North $71^{\circ} 30' 00''$ West for a distance of 300.00 feet to a point; thence run North $18^{\circ} 30' 00''$ East for a distance of 480.00 feet; thence run North $10^{\circ} 30' 00''$ East for a distance of 470.00 feet to a point; thence run South $88^{\circ} 00' 00''$ West for a distance of 255.00 feet to the beginning of a tangential circular curve; thence run southwestly along said curve concave to the southeast having a radius of 360.00 feet through a central angle of $54^{\circ} 30' 00''$ for an arc distance of 342.43 feet to a point of reverse curve; thence run southwestly along said curve concave to the northwest, having a radius of 1,215.00 feet through a central angle of $20^{\circ} 45' 00''$ for an arc distance of 440.02 feet to a point of compound curve; thence run westerly along said curve concave to the north having a radius of 470.00 feet through a central angle of $53^{\circ} 45' 00''$ for an arc distance of 440.91 feet to the point of reverse curve; thence run westerly along said curve concave to the south, having a radius of 640.00 feet through a central angle of $21^{\circ} 14' 22''$ for an arc distance of 237.25 feet to a point of compound curve; thence run westerly along said curve concave to the southeast, having a radius of 1,350.00 feet through a central angle of $19^{\circ} 48' 51''$ for an arc distance of 466.86 feet to the end of said curve whose center bears South $23^{\circ} 03' 13''$ East; thence run southerly along a circular curve, whose center bears South $55^{\circ} 30' 00''$ East, having a radius of 275.00 feet through a central angle of $75^{\circ} 00' 00''$ for an arc distance of 359.97 feet to a point of compound curve; thence run southeasterly along said curve concave to the northeast having a radius of 975.00 feet through a central angle of $31^{\circ} 30' 00''$ for an arc distance of 536.03 feet to the end of said curve; thence South $72^{\circ} 00' 00''$ East for a distance of 130.00 feet to the beginning of a tangential circular curve; thence run southeasterly along said curve concave to the southwest having a radius of 590.00 feet through a central angle of $45^{\circ} 15' 00''$ for an arc distance of 465.96 feet to a point of reverse curve; thence run southeasterly along said curve concave to the northeast having a radius of 230.00 feet through a central angle of $41^{\circ} 15' 00''$ for an arc distance of 165.59 feet to a point of a reverse curve; thence run southeasterly along said curve concave to the southwest having a radius of 410.00 feet through a central angle of $24^{\circ} 00' 00''$ for an arc distance of 171.74 feet to a point of compound curve; thence run southerly along said curve concave to the southwest having a radius of 910.00 feet through a central angle of $37^{\circ} 00' 00''$ for an arc distance of 587.65 feet to a point of reverse curve; thence run southerly along said curve concave to the northeast having a radius of 1,800.00 feet through a central angle of $15^{\circ} 00' 00''$ for an arc distance of 471.24 feet to a point of reverse curve; thence run southerly along said curve concave to the west, having a radius of 435.87 feet through a central angle of $45^{\circ} 00' 00''$ for a distance of 342.33 feet; thence run South $23^{\circ} 00' 00''$ West for a distance of 24.13 feet; thence run south along a tangential curve concave to the east having a radius of 300.00 feet through a central angle of $23^{\circ} 00' 00''$ for an arc distance of 120.43 feet to the Point of Beginning.

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RER-PLANNING DIVISION

GLHOMES CALUSA MASTER PLAN

1001 BAYWATER CORPORATE PARKWAY SUITE 400
SUITE 400, FT. LAUDERDALE, FLORIDA 33309

*DEVELOPMENT PORTION	
Category	Percentage
RIGHTS OF WAY	14.6%
LOTS	35.3%
TOTAL	49.9%
*OPEN SPACE PORTION	
BUFFER/RECREATION/MISCELLANEOUS	35.9%
LAKE TRACTS	14.2%
TOTAL	50.1%

*DEVELOPMENT AND OPEN SPACE AREAS SUBJECT TO CHANGE,
EXCEPT PERIMETER BUFFER SHALL BE 100' MINIMUM

