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RECORDED 11/12/2025 11:32:24
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

This instrument was prepared by:
Stephen R. Olmsted, AICP, Planning Director
Village of Pinecrest
12645 Pinecrest Parkway
Pinecrest, Florida 33156

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned Owner holds the fee simple title to the land in the Village of Pinecrest, (the "Village"), Florida, described in Exhibit "A", attached hereto, and hereinafter called the "Property," and;

IN ORDER TO ASSURE the Village that the representations made by the owner during the review of application number BL2025-0369 will be abided by the Owner freely, voluntarily and without duress makes the following Declaration of Restrictions covering and running with the Property:

1. The Property shall be developed in substantial compliance with the plans prepared/approved by the Village of Pinecrest approved plans, corrections, revisions and shop drawings as related to master building permit BL2025-0369 and assigned sub permits.

2. 324 (three hundred and twenty-four) square feet of allowable unutilized ground floor area shall be transferred to the second floor of the residence to be used for unenclosed exterior balconies and/or terraces. Such balconies and/or terraces shall remain unenclosed and are prohibited from being enclosed.

Village Inspection. As further part of this Declaration, it is hereby understood and agreed that any official inspector of the Village, 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.

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 and released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of the Village 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 Village.

JUAN FERNANDEZ-BARQUIN CLERK OF THE COURT & COMPTROLLER MIAMI-DADE COUNTY, FLORIDA IN GOD WE TRUST

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

Modification, Amendment, Release. This Declaration may be modified, amended or released as to the Property, or any portion thereof, by a written instrument executed by the, then, owner(s) of the Property, including joinders of all mortgagees, if any, provided that the same is also approve by the Village Manager.

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.

Authorization for the Village of Pinecrest 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 Village 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.

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.

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

Severability. Invalidation of any one of these covenants, by judgement 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 Village shall be entitled to revoke any approval predicated upon the invalidated portion.

Recording. This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost of the Owner following approval of the Application. This Declaration shall become effective 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 to the Village Manager or designee, shall forthwith execute a written instrument, in recordable form, acknowledging that this Declaration is null and void and of no further effect.

JUAN FERNANDEZ-BARQUIN CLERK OF THE CIRCUIT AND COUNTY COURTS MIAMI-DADE COUNTY, FLORIDA IN GOD WE TRUST

Acceptance of Declaration. Acceptance of this Declaration does not obligate the Village in any manner, nor does it entitle the Owner to a favorable recommendation or approval any application, zoning or otherwise, the Village Council retains its full power and authority to deny each such application in whole or in part and to decline to accept any conveyance or dedication.

Owner. The tern Owner shall include the Owner, and its heirs, successors and assigns.

Signed, witnessed, executed and acknowledge this 9 day of October, 2025.

Witness

Print Name: Yanaibe Iglesias
8879 SW 131 ST.
MIAMI, FL 33179

Owner

Print Name: Carlos Garcia

Witness

Print Name: Melissa Ramirez
8879 SW 131 ST.
MIAMI, FL 33179

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

The forgoing instrument was acknowledged before me this 9 day of October, 2025 by Carlos Garcia.
He/she is personally known X or has produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA
Print Name: Jisell Torres
Commission No.: HH 371782
Commission Expires: 03/26/27

NOTARY PUBLIC
Expires
03/26/2027
Jisell Torres
My Commission
HH 371782
STATE OF FLORIDA

JULIA FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FLORIDA
IN GOD WE TRUST

Exhibit A

Legal Description:

LOT 6, BLOCK 12, OF TOWN AND RANCH ESTATES", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 50 AT PAGE 46, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA.

Folio Number: 20-5013-003-1080

Address: 12700 Rolling Road Drive, Pinecrest, Florida 33156

STATE OF FLORIDA, COUNTY OF MIAMI-DADE
I hereby certify that the foregoing is a true and correct copy of the original on file in this office 11/2 AD, 2023
JUAN FERNANDEZ-BARQUIN, Clerk of the Court and Comptroller, Miami-Dade County
Deputy Clerk