

THIS INSTRUMENT PREPARED BY:

Jose Garcia, Esq.
Cuevas, Garcia & Torres, P.A.
7300 N. Kendall Drive, Suite 680
Miami, FL 33156

**FIRST AMENDMENT TO THE DECLARATION OF CONDITIONS, COVENANTS,
EASEMENTS, AND RESTRICTIONS OF
PARADISE GARDENS**

THIS FIRST AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS, EASEMENTS, AND RESTRICTIONS OF PARADISE GARDENS (this "Amendment") is made by I9TECC DEVELOPERS GROUP CORP, a Florida profit corporation (the "Developer"), and joined by PARADISE GARDENS NARANJA HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation (the "Association"), executed as of the 10th day of February, 2020.

R E C I T A L S

WHEREAS, the *Declaration of Conditions, Covenants, Easements, and Restrictions of Paradise Gardens*, was duly recorded on August 12, 2019, in Official Records Book 31565, Page 219, of the Public Records of Miami-Dade County, Florida (the "Declaration"), by FS PARADISE GARDENS, LLC, a Florida limited liability company.

WHEREAS, I9TECC DEVELOPERS GROUP CORP, a Florida profit corporation, is the successor to FS PARADISE GARDENS, LLC, a Florida limited liability company, by virtue of the *Assignment of Developer's Rights and Responsibilities* recorded on February 7, 2020, 2020, in Official Records Book 31811, Page 4259, of the Public Records of Miami-Dade County, Florida.

WHEREAS, the Declaration encumbers all of the real property within Paradise Gardens, according to the Plat thereof, as recorded in Plat Book 174, Page 16, of the Public Records of Miami-Dade County, Florida, and more fully described as follows:

Portion of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 27, Township 56 South, Range 39 East, portion of Tract A and portion of Tract D, of WAL-MART AT HOMESTEAD, according to the Plat thereof, recorded in Plat Book 141, Page 7, of the Public Records of Miami-Dade County, Florida; portions of Lots 46, 47 and 49, and Lots 50 and 51, Block 1, of NARANJA VILLAS, according to the Plat thereof, as recorded in Plat Book 29, Page 51, of the Public Records of Miami-Dade County, Florida; all laying in Miami-Dade County, Florida and being more particularly described as follows:

Beginning at the SE corner of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 27 also being the intersection of S.W. 260th Street and S.W. 139th Avenue; thence South 89°23'24" West along the South line of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section

27, a distance of 727.85 feet to a point; thence North 00°34'07" West, a distance of 157.23 feet to a point on a curve to the right having a radius of 40.00 feet and a central angle of 41°51'56"; thence Northerly along the arc of said curve a distance of 29.23 feet; thence North 41°17'49" East, a distance of 378.63 feet; thence North 48°42'11" West, a distance of 86.00 feet; thence North 41°17'49" East, a distance of 516.21 feet to a point on a curve to the right having a radius of 163.00 feet and a central angle of 47°55'57"; thence Northeasterly along the arc of said a distance of 136.36 feet; thence North 89°13'46" East, a distance of 60.29 feet to a point on the east line of the Northwest¼ of the Southeast¼ of said section 27; thence South 00°46'10" East, a distance of 961.62 feet to the Point of Beginning.

Less and except the East 25 feet thereof, the South 25 feet thereof and the area bounded by a 25.00 feet radius arc concave to the Northwest, by the Northerly right of way line of S.W. 260th Street and by the Westerly right of way line of S.W. 139th Avenue as shown on said Wal-Mart at Homestead Plat. Said arc being tangent to both of the last described right of way lines.

WHEREAS, pursuant to Article VII, Section c, of the Declaration, the Developer has the right to amend the Declaration.

WHEREAS, the Turnover date has not yet occurred.

WHEREAS, the Developer wishes to modify and amend the Declaration as further set forth herein.

NOW THEREFORE, the following amendment to the Declaration is made by the Developer and the Developer hereby declares that every Lot within Paradise Gardens Naranja Homeowners Association, Inc., shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth.

Please Note: New words inserted into the text are underlined and words deleted from the text are stricken through with hyphens.

1. Recitals; Defined Terms. The foregoing recitals are true and correct. All initially capitalized terms not defined herein shall have the meaning set forth in the Declaration. The defined term "Declaration" shall mean the *Declaration of Conditions, Covenants, Easements, and Restrictions of Paradise Gardens*, duly recorded on August 12, 2019, in Official Records Book 31565, Page 219, of the Public Records of Miami-Dade County, Florida, and this Amendment, together with all amendments and modifications thereof.

2. Conflicts. In the event that there is a conflict between this First Amendment and the Declaration, this First Amendment shall control.

3. Ownership. Article IV, Section (g), of the Declaration is hereby modified as follows:

g. Ownership. In accordance with the dedication set forth on the Plat, the Common Area is hereby dedicated non-exclusively to the joint and several use, in common, of the Owners of all Lots that may from time to time constitute part of the Property and such Owners' tenant, guests, and invitees. The Developer shall convey the Common Area within the plat of Paradise Gardens to the Association, which shall accept such conveyance. Beginning on the date this Declaration is recorded, the Association shall be responsible for the maintenance of the Common Area (whether or not then conveyed to the Association), such maintenance to be performed in a continuous and satisfactory manner. It is intended that all real estate taxes and assessments, if any, assessed against that portion of the Common Area owned or to be owned by the Association shall be proportionally assessed against and payable as part of the taxes of the Lots within the Property. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Area, the Association shall be responsible for the payment of the same, including taxes on any improvements and any personal property located thereon, which taxes accrue from and after the date this Declaration is recorded.

Prior to and including the Turnover Date, any portions of the Association (or any additions thereto) may be withdrawn by the Developer from the provisions and applicability of this Declaration and the Developer may utilize portions of the Common Areas for a different purpose, including, but not limited to, as assigned parking spaces for one or more Residential Townhouse Units or Single Family Homes, by the recording of an amendment to this Declaration in the Public Records. The right of Developer to withdraw portions of the Association or change the use of certain Common Areas shall not apply to any Lot, Residential Townhome Unit, or Single Family Home which has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner is obtained. The withdrawal of any portion of the Association and/or the change of use for any Common Area by the Developer shall not require the consent or joinder of any other party (including, but not limited to, the Association, the Owners, or any Lenders or Mortgagee of any portion of the Association).

4. Maintenance by Owner. Article IV, Section (e), of the Declaration is hereby modified as follows:

e. Maintenance by Owner. Each Owner shall be responsible for the maintenance, replacements, and repair of all improvements located on such Owner's Lot, including, but not limited to, the roof and the structure of each Residential Townhome Unit or Single Family Home, other than those specifically provided to be maintained by the Association as a Limited Common Area or other agreement or obligation of the Association. Each Owner shall be responsible for the maintenance, replacement, and repair of the roof and the structure of its, their, his, or her Residential Townhome Unit or Single Family Home. In the event that any Owner fails to maintain, replace, or repair any exterior improvements for which they are responsible, the Association may, at the Owner's expense, perform such maintenance, replacement, or repair. In such event, then the

Association shall assess the costs of such maintenance, replacements, and/or repairs to the Owner pursuant to the terms set forth in this Declaration.

All of the Association's work and responsibilities pursuant to this Section and all expenses incurred hereunder shall be paid for by the Association through Assessments (either general or special) imposed in accordance herewith. No Owner may waive or otherwise escape liability for Assessments by non-use of the Common Area or abandonment of the right to use the Common Area.

Assessments for which one or more Owners (but less than all Owners) within the Association is subject ("Individual Assessments"), such as costs of special services provided to a Residential Townhome Unit, Single Family Home, or Owner or cost relating to enforcement of the provisions of this Declaration or the architectural provisions hereof as it relates to a particular Owner or Home. By way of example, and not of limitation, in the event an Owner fails to maintain the roof and the structure of its, their, his, or her Residential Townhome Unit or Single Family Home in a manner satisfactory to Association, the Association shall have the right, through its agents and employees, to enter upon the Residential Townhome Unit or Single Family Home and to maintain, replace, or repair the roof and the structure of its, their, his, or her Residential Townhome Unit or Single Family Home as required by this Declaration: The cost thereat plus the reasonable administrative expenses of Association, shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment. Further, in the event that Association decides it is in the best interest of the Association that the Association perform any other obligation of an Owner under this Declaration, the cost of performing such obligation shall be an Individual Assessment.

5. Alterations of and Improvements to Residential Townhome Units and Common Areas. Article IV, Section (i)(i), of the Declaration is hereby modified as follows:

i. No alteration or improvement or addition to a unit or to any limited common areas to which the owner has an exclusive right to use, shall be made, constructed, erected or installed, without the prior written approval thereof being first had and obtained from the Association, which shall: (a) remove in whole or in part, replace, reroute or otherwise affect any column, bearing, wall or partition, pipe, duct, wire or conduit or obstruct any easement herein provided for, or (b) remove, or change the style, pattern material, texture or outside color of any door, window, screen, fixture, equipment, enclosure or appliance in or an exterior unit or building wall, or (c) remove, from the inside or outside, the glass of other transparent and/or translucent material in any exterior door on window with or apply or affix thereto, any materials or substances which shall render the same opaque or change the exterior color therefore, except interior draperies, curtains, shades or shutters which are lined, backed, covered or painted on the side visible from the exterior with a neutral color, material or (d) affix to or cover any exterior door or window or otherwise install on the exterior of any unit or building any storm or hurricane shutter or awning or any protective or decorative panel, trim, enclosure, fixture or appliance, or (e) otherwise change, modify, or alter the exterior of any unit or building

so that it thereby differs in appearance from any other units or buildings of the same type. Notwithstanding the foregoing, no tile, topping, floor covering, and/or added elevation shall be installed on any balconies and any other alteration or improvement that may impact and/or affect the structure shall not be allowed as the installation of any tile, topping, floor covering, and/or added elevation on the balconies and any alteration or improvement that may impact and/or affect the structure in any way are strictly prohibited. There shall be not material alterations or substantial improvements or additions to the common elements except in the following manner: subject to the foregoing restrictions against changing the exterior appearance of units and/or buildings, the Association shall have the right to make or cause to be made alterations, improvements and additions to the common elements, except the acquisition of additional real property, which have been approved by the owners of units to which seventy-five percent of the common elements are appurtenant. The cost of such alterations, improvements and/or additions shall be assessed against and collected from the owners of all units as Common Areas.

6. Terraces and Balconies. The following language is hereby added to the Declaration as Article VII, Section (a)(vii):

vii. Terraces and Balconies: The use of the balconies and terraces are limited to residential use only. Garden and/or patio furniture and small plants shall be allowed on the balconies and terraces, but no hanging of clothing, storage, toys, gym equipment, and/or any other use that may cause a nuisance to others is permitted. Jacuzzis, spas, and pools are strictly prohibited on the balconies and terraces. Any alteration or improvement that may impact or affect the structure of the building and/or its safety is strictly prohibited. Barbecue grills and/or outdoor kitchens are strictly prohibited on the balconies. Barbecue grills are allowed on terraces that are not balconies.

7. Insurance. The following language is hereby added to the Declaration as Article VII, Section q:

q. Requirement to Maintain Insurance. Each Owner and/or Member shall be required to obtain and maintain adequate insurance of its, their, his, or her Residential Townhome Unit or Single Family Home. Such insurance shall be sufficient for necessary repair or reconstruction work of the Residential Townhome Unit or Single Family Home, including, but not limited to, repairs and/or replacement of the roof and the structure, and/or shall cover the costs to demolish a damaged Residential Townhome Unit or Single Family Home as applicable, remove the debris, and to resod and landscape land comprising the Residential Townhome Unit or Single Family Home. Upon the request of Association, each Owner shall be required to supply the Board with evidence of insurance coverage on their Residential Townhome Unit or Single Family Home which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of Association, Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

8. Exhibit 1 to the Declaration. The Site Plan on Sheet 27 of 73 of Exhibit 1 to the Declaration shall be replaced with the recently approved Site Plan attached hereto as Exhibit "A," and incorporated into the Declaration by this reference.

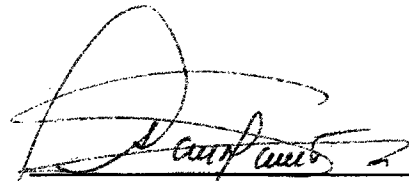
9. Covenant. This First Amendment shall be a covenant running with the land.

10. Ratification. Except as modified by this Amendment, the Declaration and all other terms and provisions of the Declaration not specifically amended or altered hereby shall remain in full force and effect and the execution and delivery thereof is ratified and affirmed and the terms thereof, as modified by this Amendment, are incorporated and restated herein.

{EXECUTION PAGES FOLLOW}

IN WITNESS WHEREOF, the undersigned, being the Developer under the Declaration and the Assignment, has hereunto set its hand and seal this 7th day of January, 2020.

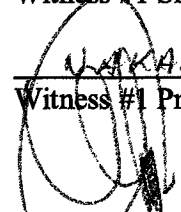
Signed, Sealed and Delivered
in the Presence of:



Witness #1 Signature

NIKARIS HAZA

Witness #1 Print Name

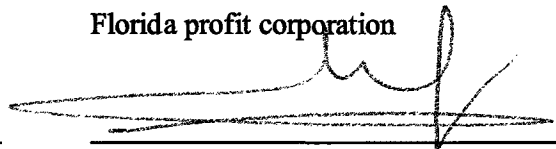


Witness #2 Signature

Maria Ruda

Witness #2 Print Name

**I9TECC DEVELOPERS GROUP CORP, a
Florida profit corporation**



Nelson Delgado, as President

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

The foregoing instrument, was acknowledged before me this 7th day of January, 2020, by **Nelson Delgado, as President of I9TECC DEVELOPERS GROUP CORP, a Florida profit corporation**, on behalf of such entity. Such person is personally known to me or who has produced _____ as identification and is known to me to be the person who executed the foregoing instrument as such officer, and he duly acknowledged before me that he executed the same freely and voluntarily as the act and deed of said corporation.

Notary Seal:  Name: Suzanne Marie Prego
Notary Public, State of Florida

EXHIBIT "A"

**SITE PLAN
(Exhibit 1 to the Declaration)**

PROJECT NO.: 1-24034
 PROJECT NAME: PARADISE GARDENS
 MUNICIPALITY: UNINCORPORATED MIAMI-DADE
 URBAN CENTER DISTRICT: HAHANA AND PRINCETON COMMUNITY URBAN CENTER
 SUB-DISTRICT(S) LOCATION: CENTEREDGE
 LAND USE: RM RESIDENTIAL (MODIFIED) R RESIDENTIAL
 CSPPA: 017-003

CEQA DESCRIPTION	BLOCK 11, LOT 10	(AS PER PLAT)
GRASS	524,393	12.04
PROPOSED RIGHT OF WAY DEDICATION	60,620	1.37
NET AREA	463,773	10.66
TOTAL UNITS	143	UNITS
GROSS DENSITY	11.9	UNITS/ACRE
NET DENSITY	13.4	UNITS/ACRE

RESIDENTIAL BUILDING AREA (GROSS FLOOR LEVEL)	S.F.	% OF NET AREA
PHANTOM FLOORS (IMPERVIOUS)	97,200	20.98%
PHANTOM FLOORS (PERMEABLE)	106,811	23.85%
PARKING AREAS (IMPERVIOUS)	83,758	18.74%
PARKING AREAS (PERMEABLE)	61,681	13.74%
RECREATION AREAS (GOLF GREEN)	150,655	33.48%
RECREATION AREAS (MANIT PARK AREA)	33,932	7.55%
RECREATION AREAS (NET AREA)	484,373	108.05%
GREEN OPEN AREA		

LOT COVERAGE (PERCENTAGE OF NET AREA)	21.21%
LOT COVERAGE (BASED ON NET AREA)	
LOT OPEN SPACE DATA	

	S.F.	% OF NET AREA
GREEN OPEN AREAS	180,655	28.13%
SIDEWALK, PERVIOUS	51,581	11.14%
RECREATION AREA (MAN PARK AREA)	33,937	7.30%
TOTAL OPEN SPACE	216,253	46.57%

LOT - UNIT	UNIT - D	UNIT - E
	796 S.F.	553 S.F.

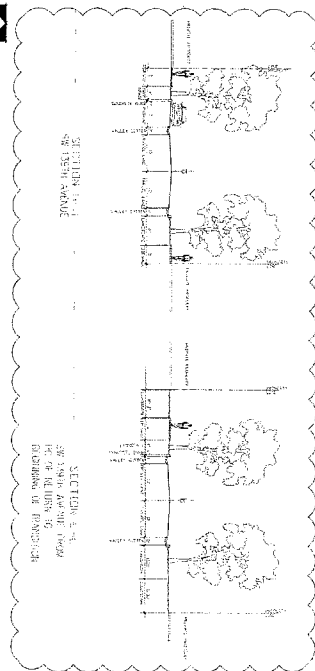
PRIVATE OPEN SPACE CALCULATION FOR TYPICAL UNIT

	UNIT D	UNIT E
ROOF TOP TERRACE		400 S.F.
BALCONY	362 S.F.	32 S.F.
FRONT YARD	220 S.F.	220 S.F.
REAR YARD	190 S.F.	
FRONT SETBACK	16'-0"	10'-0"
REAR SETBACK	16'-0"	16'-0"

PARKING DATA

A - RESIDENTIAL PARKING SPACES (140 UNITS) x 200' =	280	280
B - VISITOR PARKINGS	139	139
TOTAL	286	425

NOTE: ZONING INFORMATION AND DATA AS PER APPROVED SUBSTANTIAL COMPLIANCE AND ASPR# D17-0221



NOT PART
OF THIS PERMIT

NOT PART
OF THIS PERMIT

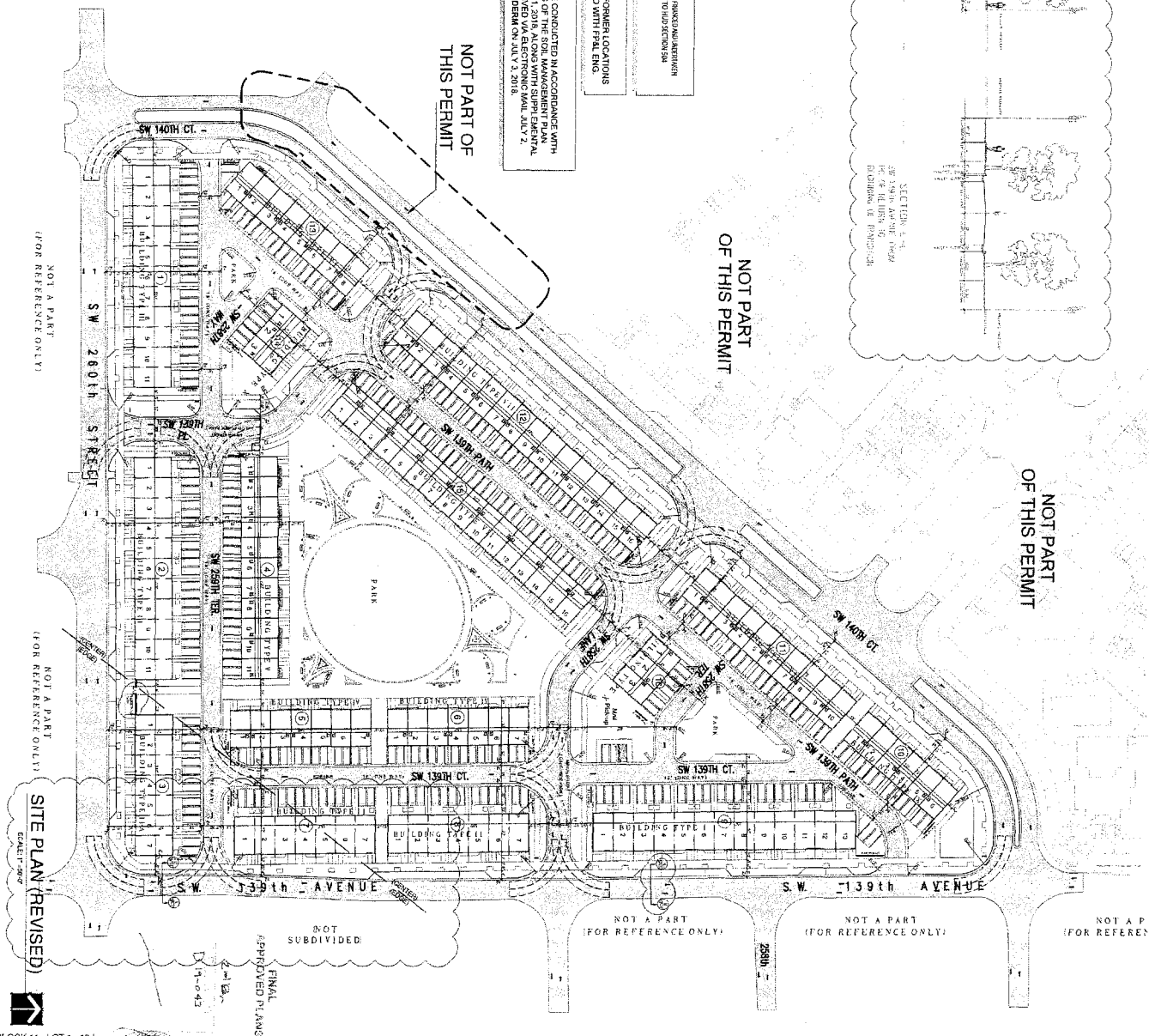
NOT PART OF
THIS PERMIT

NOTE:
Do not discuss in public places or conversations about

REGULATIONS

ELECTRICAL TRANSFORMER LOCATIONS
TO BE COORDINATED WITH FPA1 ENG.

NOTE: ALL WORK SHALL BE CONDUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SOIL MANAGEMENT PLAN (SMP) DATED JUNE 21, 2018, ALONG WITH SUPPLEMENTAL INFORMATION RECEIVED VIA ELECTRONIC MAIL JULY 2, 2018. APPROVED BY DERM ON JULY 3, 2018.

NOT A P
PREFREN

NOT A PART
(FOR REFERENCE ONLY)

NOT A PART
(FOR REFERENCE ONLY)

NOT
SUBDIVIDED

FINAL
APPROVED PLANS

SITE PLAN (REVISED)

SCALE: 1" = 50'-0"



BLOCK 11 - LOT 1 - 10

SITE PLAN
SP-1

PARADISE GARDENS
NARANJA COMMUNITY URBAN CENTER
2nd SUBSTANTIAL COMPLIANCE

19-TECC DEVELOPERS
MIAMI, FLORIDA

BELLON
architectur

co

12530 B.W. 17th AVE/PLAZA
SUITE 204
MIDLAND, TEXAS 79706
1 (800) 376-3776
F: (806) 275-7474
WWW.BELLONCO.COM
JACOB@CO.CM

ARCHITECTURE
LAND PLANNING
INTERIORS

CONTACT: JACOB@CO.CM

CONSULTING

JOINDER AND CONSENT OF
PARADISE GARDENS NARANJA HOMEOWNERS ASSOCIATION, INC.

PARADISE GARDENS NARANJA HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation (the "Association"), does hereby joins, consents to, and approves in the foregoing First Amendment to *Declaration of Conditions, Covenants, Easements, and Restrictions of Paradise Gardens* (the "First Amendment"), as duly recorded in Official Records Book 31565, Page 219, of the Public Records of Miami-Dade County, Florida, to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees and acknowledges that this Joinder is for convenience purposes only and does not apply to the effectiveness of the First Amendment as the Association has not right to approve or disapprove the First Amendment.

{EXECUTION PAGE FOLLOWS}

IN WITNESS WHEREOF, the undersigned has executed this Joinder and Consent on this 7th day of January, 2020.

**PARADISE GARDENS NARANJA
HOMEOWNERS ASSOCIATION, INC.,**
a Florida not for profit corporation

Witness #1 Signature

Witness #1 Print Name

Witness #2 Signature

Witness #2 Print Name

Nelson Delgado, as President

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

The foregoing instrument, was acknowledged before me this 7th day of January, 2020, by **Nelson Delgado, as President of PARADISE GARDENS NARANJA HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation**, on behalf of such entity. Such person is personally known to me or who has produced _____ as identification and is known to me to be the person who executed the foregoing instrument as such officer, and he duly acknowledged before me that he executed the same freely and voluntarily as the act and deed of said corporation.

Name: Suzanne Marie Prego
Notary Public, State of Florida

Notary Seal:



JOINDER AND CONSENT OF OWNER

FS PARADISE GARDENS, LLC, a Florida limited liability company, as the Owner of the real property within Paradise Gardens, according to the Plat thereof, as recorded in Plat Book 174, Page 16, of the Public Records of Miami-Dade County, Florida, and more fully described as follows:

Portion of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 27, Township 56 South, Range 39 East, portion of Tract A and portion of Tract D, of WAL-MART AT HOMESTEAD, according to the Plat thereof, recorded in Plat Book 141, Page 7, of the Public Records of Miami-Dade County, Florida; portions of Lots 46, 47 and 49, and Lots 50 and 51, Block 1, of NARANJA VILLAS, according to the Plat thereof, as recorded in Plat Book 29, Page 51, of the Public Records of Miami-Dade County, Florida; all laying in Miami-Dade County, Florida and being more particularly described as follows:

Beginning at the SE corner of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 27 also being the intersection of S.W. 260th Street and S.W. 139th Avenue; thence South $89^{\circ}23'24''$ West along the South line of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 27, a distance of 727.85 feet to a point; thence North $00^{\circ}34'07''$ West, a distance of 157.23 feet to a point on a curve to the right having a radius of 40.00 feet and a central angle of $41^{\circ}51'56''$; thence Northerly along the arc of said curve a distance of 29.23 feet; thence North $41^{\circ}17'49''$ East, a distance of 378.63 feet; thence North $48^{\circ}42'11''$ West, a distance of 86.00 feet; thence North $41^{\circ}17'49''$ East, a distance of 516.21 feet to a point on a curve to the right having a radius of 163.00 feet and a central angle of $47^{\circ}55'57''$; thence Northeasterly along the arc of said a distance of 136.36 feet; thence North $89^{\circ}13'46''$ East, a distance of 60.29 feet to a point on the east line of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said section 27; thence South $00^{\circ}46'10''$ East, a distance of 961.62 feet to the Point of Beginning.

Less and except the East 25 feet thereof, the South 25 feet thereof and the area bounded by a 25.00 feet radius arc concave to the Northwest, by the Northerly right of way line of S.W. 260th Street and by the Westerly right of way line of S.W. 139th Avenue as shown on said Wal-Mart at Homestead Plat. Said arc being tangent to both of the last described right of way lines.

hereby joins, consents to, and approves in the foregoing First Amendment to *Declaration of Conditions, Covenants, Easements, and Restrictions of Paradise Gardens*, as duly recorded in Official Records Book 31565, Page 219, of the Public Records of Miami-Dade County, Florida, to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

{EXECUTION PAGE FOLLOWS}

IN WITNESS WHEREOF, the undersigned has executed this Joinder and Consent on this 4 day of January, 2020.

FS PARADISE GARDENS, LLC, a
Florida limited liability company

[Signature]
Witness #1 Signature

Irish Aguilera
Witness #1 Print Name

[Signature]
Witness #2 Signature

M. Golon
Witness #2 Print Name

[Signature]
Jacob Shakibpanah, as Manager of FS
Paradise Gardens, LLC

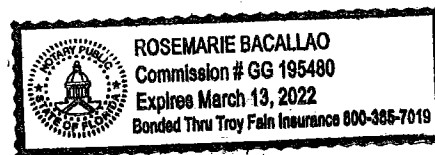
[Signature]
Roland Faith, as Manager of FIP
Management, LLC, a Florida limited
liability company, Manager of FS
Paradise Gardens, LLC

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

The foregoing instrument, was acknowledged before me this 4 day of January, 2020, by **Jacob Shakibpanah**, as Manager of **FS PARADISE GARDENS, LLC**, a Florida limited liability company, and **Roland Faith**, as Manager of **FIP Management, LLC**, a Florida limited liability company, Manager of **FS PARADISE GARDENS, LLC**, a Florida limited liability company, on behalf of such entity. Such person is personally known to me or who has produced _____ as identification and is known to me to be the person who executed the foregoing instrument as such officer, and he duly acknowledged before me that he executed the same freely and voluntarily as the act and deed of said corporation.

[Signature]
Name: _____
Notary Public, State of Florida

Notary Seal:



JOINDER AND CONSENT OF MORTGAGEE

FUSE FUNDING FUND I, LLC, a Florida limited liability company (the "Mortgagee") being the owner and holder of that certain Mortgage, Assignment of Rents and Security Agreement made by FS PARADISE GARDENS, LLC, a Florida limited liability company, dated July 24, 2019, and recorded on July 26, 2019, in Official Records Book 31543, Page 2458, of the Public Records of Miami-Dade County, Florida, and encumbers, among other things, the real property within Paradise Gardens, according to the Plat thereof, as recorded in Plat Book 174, Page 16, of the Public Records of Miami-Dade County, Florida, and more fully described as follows:

Portion of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 27, Township 56 South, Range 39 East, portion of Tract A and portion of Tract D, of WAL-MART AT HOMESTEAD, according to the Plat thereof, recorded in Plat Book 141, Page 7, of the Public Records of Miami-Dade County, Florida; portions of Lots 46, 47 and 49, and Lots 50 and 51, Block 1, of NARANJA VILLAS, according to the Plat thereof, as recorded in Plat Book 29, Page 51, of the Public Records of Miami-Dade County, Florida; all laying in Miami-Dade County, Florida and being more particularly described as follows:

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Less and except the East 25 feet thereof, the South 25 feet thereof and the area bounded by a 25.00 feet radius arc concave to the Northwest, by the Northerly right of way line of S.W. 260th Street and by the Westerly right of way line of S.W. 139th Avenue as shown on said Wal-Mart at Homestead Plat. Said arc being tangent to both of the last described right of way lines.

hereby joins, consents to, and approves in the foregoing First Amendment to the *Declaration of Conditions, Covenants, Easements, and Restrictions of Paradise Gardens*, as duly recorded in Official Records Book 31565, Page 219, of the Public Records of Miami-Dade County, Florida, to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

{EXECUTION PAGE FOLLOWS}

IN WITNESS WHEREOF, the undersigned has executed this Joinder and Consent on this 29th day of January, 2020.

LENDER:

FUSE FUNDING FUND I, LLC, a Florida
limited liability company

By: FUSE FUNDING, LLC, a Florida
limited liability company, its Manager

By: ~~R.E.L. PARTNERS LLC~~, a Florida limited liability company, its Manager

By: Eyal Peretz, Manager

Signed, sealed, and delivered in the presence of:

Print Name: DIANE SAPIRO

Print Name: Jairo Gutierrez

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ✓ physical presence or _____ online notarization, this 29 day of January, 2020, by Eyal Peretz, as Manager of R.E.L. Partners LLC, a Florida limited liability company, Manager of Fuse Funding, LLC, a Florida limited liability company, Manager of Fuse Funding Fund I, LLC, on behalf of the company, who [✓] is personally known to me or [] has produced as identification.



NOTARY PUBLIC, STATE OF FLORIDA

Print Name: _____