



This instrument was prepared by:
 Name: Michael W. Larkin, Esq.
 Address: 200 S. Biscayne Boulevard, Suite 850
 Miami, Florida 33131

CFN 2005R0380033
 OR Bk 23278 Pgs 1919 - 1926f (8pgs)
 RECORDED 04/15/2005 14:32:04
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

A/15

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DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned 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," which is supported by the attorney's opinion, and

IN ORDER TO ASSURE the County that the representations made by the owner during consideration of Public Hearing No. 04-067 will be abided by the Owner freely, voluntarily and without duress makes the following Declaration of Restrictions covering and running with the Property:

Development Limits. Said Property shall be developed substantially in accordance with the plans previously submitted, entitled "Proposed Self Storage Facility for BMS Ojus, LLC" prepared by Blitstein Design Associates, consisting of ten (10) sheets, dated stamped received August 9, 2004, except sheets A-1, L-1, and L-2, which are dated stamped received August 12, 2004, said plans being on file with the Miami-Dade County Department of Planning and Zoning, and by reference made a part of this agreement.

Streetscape Improvements. Owner shall fund and construct in the public right-of-way the streetscape improvements described in the document entitled *Streetscape: Design Standards for Ojus, Florida*, said document being on file with the Miami-Dade County Department of Planning and Zoning, and by reference made a part of this agreement. The streetscape improvements shall consist of trees, sidewalks, sod, and street lights ("Improvements"). The Owner shall fund and construct the Improvements in the following locations: the east and west sides of West Dixie Highway adjacent to the Property; the north side of N.E. 195th Street adjacent to the Property; and the east and west sides of N.E. 26th Avenue adjacent to the Property.

The Improvements constructed by the Owner shall be substantially similar to the streetscape improvements depicted and described in the foregoing document. Owner shall construct and fund the Improvements subject to obtaining all necessary permits from Miami-Dade County and any other government agency or public utility having regulatory authority over the right-of-way adjacent to the Property. The Owner shall construct the Improvements prior to the issuance of a final certificate of use for the self-storage facility on the Property.

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The Owner shall maintain the Improvements and shall create a special taxing district, if approved, or a property owner's association to fund the maintenance of the Improvements. The Owner shall create the funding source for the maintenance of the Improvements prior to the issuance of a final certificate of use for the self-storage facility on the Property.

County Inspection. As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade 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.

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 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.

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 Miami-Dade County.

Modification, Amendment, Release. This Declaration of Restrictions 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 all of the Property, including joinders of all mortgagees, if any, provided that the same is also approved by the Board of County Commissioners or Community Zoning Appeals Board of Miami-Dade County, Florida, whichever by law has jurisdiction over such matters, after public hearing.

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 officer of 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 effectuating and acknowledging such modification, amendment or release.

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

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(Public Hearing)

services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

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.

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 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.

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

Recording. This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost to the Owner following the adoption by the Miami-Dade County Board of County Commissioners or Community Zoning Appeals Board of a resolution approving the application.

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 Board of County Commissioners 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.

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

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The foregoing instrument was acknowledged before me by VICTOR BROWN the
(Name)
PRESIDENT of BMS OTUS, LLC corporation, on behalf of
(Title) (Name)
the corporation. He/She is personally known to me or has produced _____
as identification.

Witness my signature and official seal this 1 day of September,
2004, in the County and State aforesaid.

Kathleen K. Jones

Notary Public-State of FLORIDA
KATHLEEN K. JONES
Print Name

My Commission Expires:



Kathleen K. Jones
My Commission DD255274
Expires November 30, 2007

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**JOINDER BY MORTGAGEE
CORPORATION**

The undersigned Union Planters Bank NA (state)
corporation and Mortgagee under that certain mortgage from BMS OJUS, LLC
~~23~~ dated the 23 day of JULY 2004,
and recorded in Official Records Book 22520, Page 135-155, of 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 7 day of
September, 2004.

Witnesses:

C.R.B.
Signature

CEGAR R. BERNAL JR.
Print Name

Ofelia Menendez
Signature

OFELIA MENELENDEZ
Print Name

Union Planters Bank, N.A.

Name of Corporation

Address:

2800 Ponce De Leon
Coral Gables, FL 33134

By Mercedes Montalvo

(President, Vice-President or CEO*)

Print Name: Mercedes Montalvo

[*Note: All others require attachment of original
corporate resolution of authorization]

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STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by MERCEDES MONTALVO the
(Name)
SR. VICE PRESIDENT of UNION PLANTERS BK corporation, on behalf of
(Title) (Name)
the corporation. ~~He~~ She is personally known to me or has produced _____
as identification.

Witness my signature and official seal this 7th day of September,
2004, in the County and State aforesaid.

Ofelia Menendez
Notary Public-State of _____

Print Name

My Commission Expires:



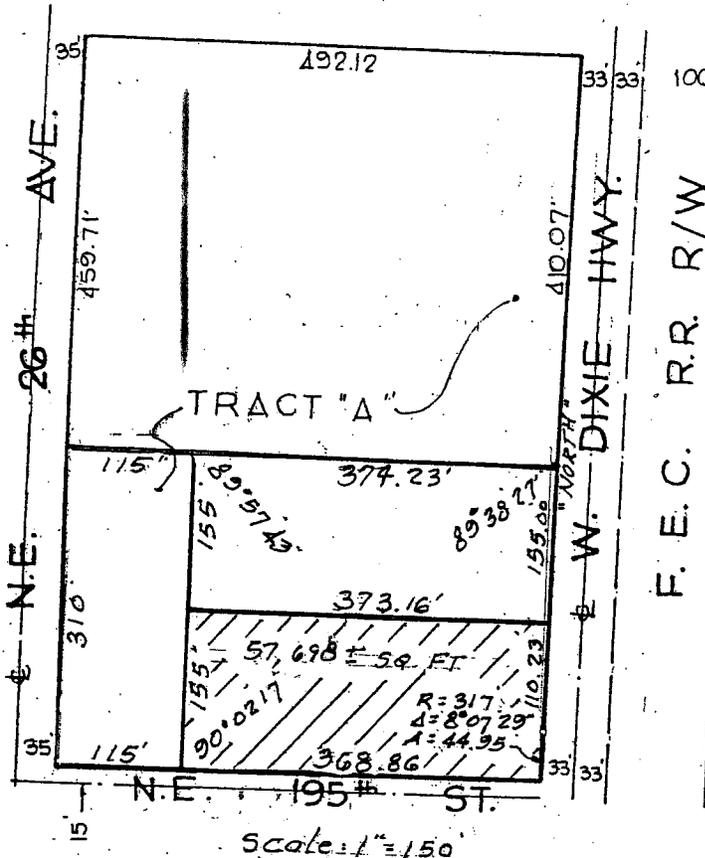
Ofelia Menendez
My Commission DD198101
Expires April 01, 2007

STATE OF FLORIDA, COUNTY OF DADE
 I HEREBY CERTIFY that this is a true copy of the
 original filed in this office on 15 day of
April A.D. 2003
 WITNESS my hand and Official Seal,
 HARVEY RUVIN, CLERK, of Dade County Courts
 By Anda Collins Johnson D.C.



SKETCH TO ACCOMPANY LEGAL DE

EXHIBIT
A



LEGAL DESCRIPTION:

The South 155 feet of Tract "A", SECOND REVISED PLAT OF AMENDED PLAT OF ALL OF BLOCKS 1 AND 2 L. TOMS' SUBDIVISION, according to the plat thereof as recorded in Plat Book 42 at Page 56 of the Public Records of Dade County, Florida, less the West 115 feet thereof. containing 1.3246 Acres more or less.

Lying and being in Miami-Dade County, Florida.

LB# 87

SCHWEBKE-SHISKIN & ASSOCIATES, INC.

LAND PLANNERS • ENGINEERS • ARCHITECTS • LAND SURVEYORS • 3240 CORPORATE WAY • MIRAMAR, FLORIDA 33025

ORDER NO. 188319-B 188680

PREPARED UNDER BY SUPERVISION

DATE: 8-26-03
 10.27.03

Robert F. Jackson

PRESIDENT

THIS IS NOT A LAND SURVEY

ROBERT F. JACKSON, P.L.S. #2408 (STATE OF FLORIDA)

DR BK 23278 PG 1926
 LAST PAGE

OPINION OF TITLE

To: Miami-Dade County Department of Planning and Zoning

With the understanding that this Opinion of Title is furnished to Miami-Dade County Department of Planning and Zoning, Miami-Dade County, Florida, as inducement for acceptance of a Declaration of Restrictions regarding the rezoning of the real property, hereinafter described, it is hereby certified that I have examined a title insurance commitment and updates covering the period from the beginning to the 25th day of January, 2005, at the hour of 11:00 p.m., inclusive, of the following described property:

The South 310 feet of Tract "A", of SECOND REVISED PLAT OF AMENDED PLAT OF ALL OF BLOCKS 1 and 2, L. TOM'S SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 42, at Page 56 of the Public Records of Miami-Dade County, Florida.

Based on the foregoing title evidence, I am of the opinion that on the last mentioned date, the fee simple title to the above-described real property was vested in:

BMS OJUS, LLC, a limited liability company

Subject to the following encumbrances, liens and other exceptions:

1. RECORDED MORTGAGES:

Florida Real Estate Mortgage, Assignment of Leases and Rents and Security Agreement from BMS OJUS, LLC, a Florida limited liability company in favor of Union Planters Bank, N.A. dated July 22, 2004, recorded in Official Records Book 22520, at Pages 135-155, of the Public Records of Miami-Dade County, Florida. (For Informational Purposes: UCC-1 Financing Statement in favor of Union Planters Bank, N.A. recorded in Official Records Book 22520, Pages 156-159, of the Public Records of Miami-Dade County, Florida.

2. RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS:

NONE

3. GENERAL EXCEPTIONS:

- A. Rights or claims of parties in possession not shown by the public records.
- B. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- C. Easements, or claims of easements, not shown by the public records.

- D. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

4. SPECIAL EXCEPTIONS:

- A. Taxes for the year 2005, which are not yet due and payable.
- B. Unity of Title recorded in Official Records Book 10844, at Page 1448, of the Public Records of Miami-Dade County, Florida.
- C. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of SECOND REVISED PLAT OF AMENDED PLAT OF ALL OF BLOCKS 1 and 2, of L. TOM'S SUBDIVISION, as recorded in Plat Book 42, at Page 56, of the Public Records of Miami-Dade County, Florida.
- D. Rights of tenants under unrecorded leases.
- E. Declaration of Restrictions recorded in Official Records Book 21909, Pages 3307-321, of the Public Records of Miami-Dade County, Florida.

Therefore, it is my opinion that the following party(ies) must join in the agreement in order to make the agreement a valid and binding covenant on the lands described herein.

<u>Name</u>	<u>Interest</u>	<u>Special Exception Number</u>
BMS OJUS, LLC, a Florida limited liability company	Fee Simple	N/A
Union Planters Bank, N.A.	Mortgagee	N/A

The following is a description of the aforementioned abstract and its continuations:

<u>Number</u>	<u>Company Certifying</u>	<u>No. of Entries</u>	<u>Period Covered</u>
	Attorney's Title Insurance Fund, Inc.	Owner's Title Policy No. OPM-1280111	from the beginning to February 4, 1997 at 2:59 p.m.
	Attorney's Title Insurance Fund, Inc.	Data System	from February 4, 1997 to August 4, 2004 at 11:00 p.m.
	Attorney's Title Insurance Fund, Inc.	Data System	from August 4, 2004 at 11:00 p.m. to January 6, 2005 at 11:00 p.m.
	Attorney's Title Insurance Fund, Inc.	Data System	from January 6, 2005 at 11:00 p.m. to January 9, 2005 at 11:00 p.m.

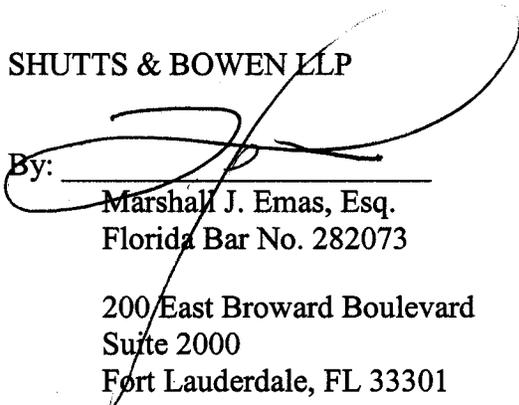
Attorney's Title Insurance Fund, Inc. Data System from January 9, 2005 at 11:00 p.m. to January 25, 2005 at 11:00 p.m.

I HEREBY FURTHER CERTIFY that the legal description contained in this Opinion of Title coincides with, and is the same as, the legal description in the proffered, recordable agreement.

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

Respectfully submitted this 17th day of February, 2005.

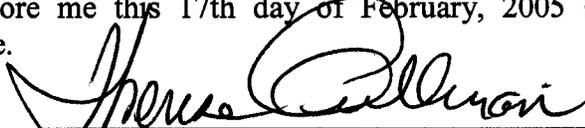
SHUTTS & BOWEN LLP

By: 
Marshall J. Emas, Esq.
Florida Bar No. 282073

200 East Broward Boulevard
Suite 2000
Fort Lauderdale, FL 33301

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 17th day of February, 2005 by Marshall J. Emas, who is personally known to me.


Notary Public

My Commission Expires:

