CFN 2005R0734732
OR Bk 23574 Pgs 4916 - 4921; (6pgs
RECORDED 07/15/2005 10:42:01
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by:
Name: SIMON FERRO
Address: GREENBERG TRAURIG P.A.
1221 Brickell Avenue
Miami, Florida 33131

A/10

(Space reserved for Clerk)

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. **04-161** will be abided by the Owner freely, voluntarily and without duress makes the following Declaration of Restrictions covering and running with the Property:

(1) **Site Plan**.

The property shall be developed substantially in accordance with that plan submitted with this declaration entitled, "Old Silver Palm Trail" as prepared by Bellon Milanes Artchitects & Planners, dated stamped received 1-28-05 and consisting of 10 sheets, said plans being on file with the Miami-Dade County Department of Planning and Zoning, and by reference made a part of this agreement.

(2) **Density/Number of Dwelling Units**.

The maximum number of dwelling units to be constructed on the property shall not exceed six (6) units per gross acre for a maximum of 240 dwelling units.

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 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 or dedication.

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

(Space reserved for Clerk)

ACKNOWLEDGMENT
CORPORATION

Signed, witnessed, executed and acknowledged on this 17 day of **May, 2005**.
IN WITNESS WHEREOF, Quail Hunter Trail LLC has caused these presents to be signed in its name by its proper officials.

Witnesses:

Signature

Jeffrey L. Baxter
Print Name

Signature

VIRGINIA C PECKNOLD
Print Name
~~GARCIA, Manager.~~

QUAIL HUNTER TRAIL, LLC
A Florida Limited Liability Company
15500 New Barn Road
Suite 207
Miami Lakes, FL 33014

By: _____
President, Vice-President or CEO*)
Print Name: Guillermo Carrillo, Jr.

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

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by **GUILLERMO CARRILLO, JR.** the **Manager** of **QUAIL HUNTER TRAIL**, a corporation, on behalf of the corporation. He is personally known to me or has produced _____, as identification.

Witness my signature and official seal this 17th day of **May, 2005**, in the County and State aforesaid.

Jeffrey L Baxter
My Commission DD087114
Expires January 27, 2006

Notary Public-State of Florida

Print Name

My Commission Expires:

(Space reserved for Clerk)

JOINDER BY MORTGAGEE CORPORATION

The undersigned **UNION PLANTERS BANK, N. A.** and Mortgagee under that certain mortgage from **QUAIL HUNTER TRAIL, LLC, a Florida limited liability company** dated the 5th day of **May, 2005,** and recorded **May 10, 2005** in Official Records Book **23355,** Page **4630 ,** 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 17th day of **May, 2005**.

Witnesses:

Signature

Karen D. Rundquist

Print Name

Signature

Leda L. Lorenzo

Print Name

UNION PLANTERS BANK, N.A.
2800 Ponce De Leon Blvd.
10th Floor
Coral Gables, FL 33134

By :

MANUEL VIDAL,
Assistant Vice-President,
Real Estate Lending
[*Note: All others require attachment of original corporate resolution of authorization]

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by MANUEL VIDAL the Assistant Vice-President, Real Estate Lending, of UNION PLANTERS BANK, N.A., on behalf of the corporation. He [X] is personally known to me or [ ] has produced _____, as identification.

Witness my signature and official seal this 17th day of May, 2005, in the County and State aforesaid.

Notary Public-State of Florida

Karen D. Rundquist

Print Name

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
KAREN D. RUNDQUIST
MY COMMISSION # DD 196152
EXPIRES: March 24, 2007
1-800-3-NOTARY FL Notary Discount Assoc. Co.

[f:\forms\BLACK CREEK JOINDER BY MORTGAGEE UNION PLANTERS BANK_v1 (5/17/05)]

Exhibit 'A'

PARCEL 1:

That Portion of the Southwest 1/4 of the Southwest 1/4 of Section 17, Township 56 South, Range 40 East, lying Easterly of the following described Florida Turnpike right-of-way:

Commence at the Southwest corner of said Section 17; Thence N 89° 22'47" East along the South line of said Section 17, as a basis of bearing of 224.76 feet to the intersection with the Westerly Right-of-Way line of S.R. No. 821 (Florida Turnpike) as shown on the Florida State Department of Transportation Right-of-Way map, Section No. 87005-2305, said point being the Point of Beginning of the herein described parcel of land; thence North 00° 48'42" West along said West Right-of-Way line for 1332.49 feet to the North line of Southwest 1/4 of Southwest 1/4 of said Section 17; thence North 89° 16'30" East along the North line of Southwest 1/4 of Southwest 1/4 of said Section 17 for 300 feet to the intersection with the Easterly line of said S.R. No. 821 (Florida's Turnpike); thence South 00° 48'42" East for 1333.04 feet to the South line of Southwest 1/4 of Southwest 1/4 of said Section 17; thence South 89° 22'47" West for 300.00 feet to the Point of Beginning.

PARCEL 2:

A portion of Tract 3 of Amended Plat of EAST DIXIE PARK as recorded in Plat Book 31, page 61, of the Public Record of Miami-Dade County, Florida, and a portion of the Right-of-Way of S. W. 224th Street lying North of and adjacent to said Tract 3 (said Right-of-Way closed by Resolution No. 7275), and a portion of the West 1/2 of Section 17, Township 56 South, Range 40 East, Dade County, Florida all being particularly described as follows:

Commencing at the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 17, Township 56 South, Range 40 East, Dade County, Florida; thence run North 89°10'32" East along the South line of the said Northwest 1/4 of the Southwest 1/4 of Section 17 for a distance of 531.64 feet to a point of intersection with the East Right-of-Way line of the Homestead Extension of Florida's Turnpike (State Road No. 821); thence run North 00°48'42" West along said East Right-of-Way line of the Homestead Extension of Florida's Turnpike (State Road No. 821), for a distance of 50.00 feet to the Point of Beginning of the tract of land herein described;

STATE OF FLORIDA, COUNTY OF DADE
I HEREBY CERTIFY [illegible]
original filed in this office on 15
July 05
WITNESS my hand and official seal
HARVEY RUVIN, CLERK [illegible] Court of Dade County Courts
BY Sandra Wellons Robinson D.C.

OPINION OF TITLE

To: Miami-Dade County

With the understanding that this Opinion of Title is furnished to Miami-Dade County, Florida, as an inducement for acceptance of a Declaration of Use/Unity of Title/Declaration of Restrictions/Development Agreement affecting the real property hereinafter described, it is hereby certified that I have examined Title Commitment No. 0045-0005 issued by Baxter & Elias, LLP, as agents for First American Title Insurance Company ("Title Commitment") and an updated title search certified by First American Title Insurance Company, including a Gap Affidavit executed by Quail Hunter Trail, LLC, a Florida limited liability company ("Title Search"), covering the period from beginning to May 16, 2005 at 6:00 a.m.; inclusive of the following described property:

PARCEL 1:

That Portion of the Southwest 1/4 of the Southwest 1/4 of Section 17, Township 56 South, Range 40 East, lying Easterly of the following described Florida Turnpike right-of-way:

Commence at the Southwest corner of said Section 17; Thence N 89° 22'47" East along the South line of said Section 17, as a basis of bearing of 224.76 feet to the intersection with the Westerly Right-of-Way line of S.R. No. 821 (Florida Turnpike) as shown on the Florida State Department of Transportation Right-of-Way map, Section No. 87005-2305, said point being the Point of Beginning of the herein described parcel of land; thence North 00° 48'42" West along said West Right-of-Way line for 1332.49 feet to the North line of Southwest 1/4 of Southwest 1/4 of said Section 17; thence North 89° 16'30" East along the North line of Southwest 1/4 of Southwest 1/4 of said Section 17 for 300 feet to the intersection with the Easterly line of said S.R. No. 821 (Florida's Turnpike); thence South 00° 48'42" East for 1333.04 feet to the South line of Southwest 1/4 of Southwest 1/4 of said Section 17; thence South 89° 22'47" West for 300.00 feet to the Point of Beginning.

PARCEL 2:

A portion of Tract 3 of Amended Plat of EAST DIXIE PARK as recorded in Plat Book 31, page 61, of the Public Record of Miami-Dade County, Florida, and a portion of the Right-of-Way of S. W. 224th Street lying North of and adjacent to said Tract 3 (said Right-of-Way closed by Resolution No. 7275), and a portion of the West 1/2 of Section 17, Township 56 South, Range 40 East, Dade County, Florida all being particularly described as follows:

Commencing at the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of Section 17, Township 56 South, Range 40 East, Dade County, Florida; thence run North 89°10'32" East along the South line of the said Northwest 1/4 of the Southwest 1/4 of Section 17 for a distance of 531.64 feet to a point of intersection with the East Right-of-Way line of the Homestead Extension of Florida's Turnpike (State Road No. 821); thence run North 00°48'42" West along said East Right-of-Way line of the Homestead Extension of Florida's Turnpike (State Road No. 821), for a distance of 50.00 feet to the Point of Beginning of the tract of land herein described;

thence from above established Point of Beginning run the following courses and distances along the said East Right-of-Way line of the Homestead Extension of Florida's Turnpike (State Road No. 821), North 00°48'42" West for 497.94 feet; North 01°05'51" East for 300.17 feet; North 00°48'42" West for 529.71 feet to a point of intersection with the South Right-of-Way line of Old Cutler Road said point lying on a circular curve concave to the North and bearing South 08°46'03" West from the center of said curve; thence departing the said East Right-of-Way line of Homestead Extension of Florida's Turnpike (State Road No. 821) run the following courses and distances along the said South Right-of-Way line of Old Cutler Road; along said circular curve to the left having for its elements a radius of 2914.93 feet and a central angle of 10°41'55" for an arc distance of 544.29 feet to the point of tangency of said curve North 88°04'08" East for 380.06 feet to a point of intersection with the Westerly Right-of-Way line of the Central and Southern Florida Flood Control District Canal C-1 (Black Creek); thence departing the said South Right-of-Way line of Old Cutler Road run the following courses and distances along the said Westerly Right-of-Way line of the Central and Southern Florida Flood Control District Canal C-1 (Black Creek); South 02°01'55" East for 5.26 feet; South 07°34'00" West for 727.16 East to the beginning of a circular curve to the left; thence to the left along said curve having for its elements a radius of 760.00 feet and a central angle of 45°43'36" for an arc distance of 606.54 feet to a point of intersection with a line that is 50 feet North of and parallel to the South line of the North 1/2 of the Southwest 1/4 of said Section 17 said point bearing South 51°60'42" West from the center of said curve; thence departing the Westerly right-of-way line of the Central and Southern Florida Flood Control District Canal C-1 (Black Creek) run South 89°16'32" West along a line that is 50 feet North of and parallel to the said South line of the North 1/2 of the Southwest 1/4 of said Section 17 for a distance of 973.93 feet to the Point of Beginning (the "Property").

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

QUAIL HUNTER TRAIL, LLC, A FLORIDA LIMITED LIABILITY COMPANY.

Guillermo Carrillo, Jr. and AJ Garcia, as Managers of Quail Hunter Trail, LLC, a Florida limited liability company, are authorized to execute on its behalf.

Subject to the following encumbrances, liens, and other exceptions:

1. **RECORDED MORTGAGES:**

   Mortgage executed by QUAIL HUNTER TRAIL in favor of UNION PLANTERS BANK, N.A., recorded May 10, 2005, in Official Records Book 23355, Page 4630, of the Public Records of Miami-Dade County, Florida securing the original principal sum of $8,190,000.00.

2. **RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS:**

   None.

3. **GENERAL EXCEPTIONS:**

a. Any rights, interests or claims of parties in possession of the land not shown by the public records.

b. Any rights, interest or claims affecting the land which a correct survey would disclose and which are not shown by the public records.

c. Any lien for services, labor, or materials in connection with improvements, repairs, or renovations provided before, on, or after Date of Policy, not shown by the public records.

d. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to the date hereof and any adverse claim to all or part of the land that is, at the date hereof, or was previously under water.

e. Taxes or special assessments not shown as lien in the public records or in the records of the local tax collecting authority.

f. Any minerals or mineral rights lease, granted or retained by current or prior owners.

g. Taxes and assessments for year **2005** and subsequent years.

4. **SPECIAL EXCEPTIONS:**

a. Any lien as provided for by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas systems supplying the lands described herein.

b. Provisions of the Plat of AMENDED PLAT OF EAST DIXIE PARK, recorded in Plat Book 31, Page 61 of the Public Records of Miami-Dade County, Florida.

c. Riparian and/or littoral rights.

d. Mortgage executed by QUAIL HUNTER TRAIL, LLC in favor of UNION PLANTERS BANK, N.A., recorded May 10, 2005, in Official Records Book 23355, Page 4630, of the Public Records of Miami-Dade County, Florida, securing the original principal sum of $8,190,000.00.

e. UCC-1 Financing Statement by and between QUAIL HUNTER TRAIL, LLC, as debtor, and as secured party, UNION PLANTERS BANK, N.A., recorded May 10, 2005, in Official Records Book 23355, Page 4650, of the Public Records of Miami-Dade County, Florida.

I HEREBY CERTIFY that I have reviewed all the aforementioned encumbrances and exceptions.

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

NAME	INTEREST	SPECIAL EXCEPTION NO.
QUAIL HUNTER TRAIL, LLC, A FLORIDA LIMITED LIABILITY COMPANY	Fee simple owner	N/A
UNION PLANTERS BANK, N.A.	Mortgagee	4(d)

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 16th day of May, 2005.

Jeffrey L. Baxter
Florida Bar Number: 0039659
Baxter & Elias, LLP
15500 New Barn Road, Suite 104
Miami Lakes, Florida 33014

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 16th day of May, 2005, by, JEFFREY L. BAXTER, who is personally known to me.

Notary Public, State of Florida at Large

My Commission Expires:

Kim Greenberg
MY COMMISSION # DD253166 EXPIRES
January 26, 2008
BONDED THRU TROY FAIN INSURANCE, INC.

{230496.DOC;2}