

EXHIBIT LIST

COMMUNITY ZONING APPEALS BOARD 5

Hearing Date: March 31, 2005

RESOLUTION #: CZAB5-9-05

ITEM#	HEARING#	APPLICANT'S NAME	SS-TT-RR
2	04-424	JOSE MILTON & VILLAGE SHOPPING CENTER TRUST	11-52-40

EX. #	EXHIBIT DESCRIPTION	IN FILE
2-1	Binder	X
2-2	Brochure	X
2-3	Brochure	X
2-4	Declaration of Restrictions	X
2-5	Covenant running with the land in lieu of unity of title	X
2-6	Three hundred eleven (311) letters of protest	X
2-7	Map with units and area by the opposition	X
2-8	One letter of protest	X
2-9		
2-10	<i>Complete</i>	
2-11		
2-12		
2-13		
2-14		
2-15		
2-16		
2-17		
2-18		

RECEIVED BY CLERK
Item # 04-424
CZAB # 5 Exhibit # 3
MAR 31 2005
CLERK OF THE BOARD

BEFORE COMMUNITY
COUNCIL 5

VILLAGE SHOPPING CENTER TRUST, LLC
and
COUNTRY CLUB TRUST, LLC

Public Hearing 04-424
March 31, 2005

Holland+Knight

701 Brickell Avenue
Suite 3000
Miami, Florida 33131
(305) 374-5800 Phone
(305) 789-7799 Fax

RECYCLED 

My Home
Miami-Dade County, Florida

miamidade.gov



Property Information Map



Aerial Photography - AirPhoto USA 2004

0  203 ft

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Close

Summary Details:

Folio No.:	30-2011-005-0010
Property:	6790 NW 186 ST
Mailing Address:	COUNTRY CLUB TRU LLC 3211 PONCE DE LEON BLVD #301 CORAL GABLES FL 33134-

Property Information:

Primary Zone:	3900 MULTI-FAMILY, MEDIUM DENSITY RESIDENTIAL
CLUC:	0003 MULTIFAMILY- APARTMENTS
Beds/Baths:	545/705
Floors:	5
Living Units:	400
Adj Sq Footage:	458,116
Lot Size:	575,166 SQ FT
Year Built:	1981
Legal Description:	COUNTRY CLUB TOWERS SUB PB 117-2 TR A LOT SIZE 575166 SQ FT COC 22956-3578 12 2004 4

Sale Information:

Sale O/R:	22956-3578
Sale Date:	12/2004
Sale Amount:	\$0

Assessment Information:

Year:	2004	2003
Land Value:	\$5,751,660	\$4,888,911
Building Value:	\$9,007,383	\$9,611,089
Market Value:	\$14,759,043	\$14,500,000
Assessed Value:	\$14,759,043	\$14,500,000
Total Exemptions:	\$0	\$0
Taxable Value:	\$14,759,043	\$14,500,000

RECYCLED

Subject Property



Current Entrance
along NW 186th Street



CURRENT ENTRANCE
NO TURNING LANE



**LEASING
OFFICE** →

SPEED
LIMIT
10

STOP

NO
LEFT
TURN

NO
LEFT
TURN





NW 68th Avenue
Entrance / Exit



Current Kiddie Area



View of American High from
Southeast corner of property



View of American High from
Southeast corner of property



View of Subject Property from
American High Parking Lot



NW 68th Avenue
Current View



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Miami-Dade County, Florida

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Property Information Map



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0 181 ft

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Close

Summary Details:

Folio No.:	30-2011-003-0010
Property:	18255-18345 NW 68 AVE
Mailing Address:	JOSE MILTON 3211 PONCE DE LEON BLVD #301 CORAL GABLES FL 33134-

Property Information:

Primary Zone:	6400 COMMERCIAL, MEDIUM INTENSITY
CLUC:	0011 RETAIL
Beds/Baths:	0/0
Floors:	1
Living Units:	0
Adj Sq Footage:	45,439
Lot Size:	263,669 SQ FT
Year Built:	1974
Legal Description:	11 52 40 6.053 AC M/L COUNTRY CLUB OF MIAMI VILLAGE CENTER PB 99-61 TRACT 'A' LOT SIZE 263669 SQ FT OR 16135-2075 1093 5

Sale Information:

Sale O/R:	22956-3555
Sale Date:	12/2004
Sale Amount:	\$0

Assessment Information:

Year:	2004	2003
Land Value:	\$1,054,676	\$1,054,676
Building Value:	\$514,324	\$445,324
Market Value:	\$1,569,000	\$1,500,000
Assessed Value:	\$1,569,000	\$1,500,000
Total Exemptions:	\$0	\$0
Taxable Value:	\$1,569,000	\$1,500,000

RECYCLED

A photograph of a vintage-style sign for 'MR. FOOD STORE'. The sign is rectangular with rounded corners and a dark border. The text 'MR. FOOD' is written in yellow with a red outline, and 'STORE' is written in red with a yellow outline. The sign is mounted on a weathered wooden post. In the background, there is a large, leafy green tree and a clear blue sky. A utility pole with a light fixture is visible to the left of the sign.

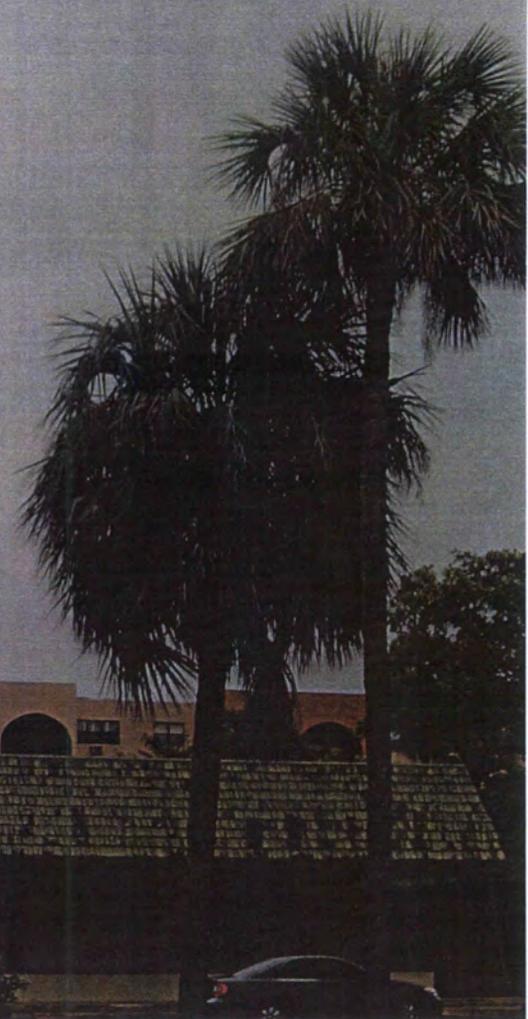
**MR. FOOD
STORE**

Village Shopping Center

- | | |
|----------------------------------|-------------------------------------|
| UNITED WATER CONSERVATORS | MR. FOOD STORE |
| REHAB CENTER OF MIAMI | MIAMI GARDEN MEDICAL SERVICE |
| MAID BRIGADE | TUTORING |
| KIDS ACADEMY | MIRIAM A. FELIZ, M.D. |
| THOMAS WANDUSINSKI, D.O.S. | REHAB PHYSICAL THERAPY |
| PRAYER TABERNACLE MINISTRIES | ANTIQUES |
| LUCY'S HAIR & SKIN CARE | HUNTRY GARDEN S.D.A. CHURCH |
| JOSEPH HARVEY'S PERSONAL FITNESS | UNITED PROPERTY MANAGEMENT 558-0060 |

SUNRISE OPPORTUNITIES, INC.
JERRY & JOE'S PIZZA
IGLESIA CRISTIANA NUEVO ALMANECER

REGISTRATION OPEN
NEW WORLD NURSERY ACADEMY
TODDLERS - PRESCHOOL
PRE-K AND KINDERGARTEN
7808-967-0699

















Existing Rental Community
Directly west of property
along NW 68th Avenue



Existing Rental Community
Directly west of property
along NW 68th Avenue

RECYCLED





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My Home
Miami-Dade County, Florida

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Property Information Map



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0 235 ft

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Close

Summary Details:

Folio No.:	30-2002-028-0001
Property:	
Mailing Address:	REFERENCE ONLY

Property Information:

Primary Zone:	5000 MULTI-FAMILY, HIGH DENSITY RESIDENTIAL
CLUC:	
Beds/Baths:	0/0
Floors:	0
Living Units:	0
Adj Sq Footage:	0
Lot Size:	0
Year Built:	0
Legal Description:	LAS BRISAS@ COUNTRY CLUB OF MIAMI FAIRGREEN VILLAS PB 126-95 TR A AS DESC IN OFF REC 22058-957 LOT SIZE 8.677 AC M/L F/A/U 30 2002 025 0010

Sale Information:

Sale O/R:	
Sale Date:	0/0
Sale Amount:	\$0

Assessment Information:

INFORMATION NOT AVAILABLE

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Miami-Dade County, Florida

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Property Information Map



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0 187 ft

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Close

Summary Details:

Folio No.:	30-2011-002-0050
Property:	6930-92 NW 186 ST
Mailing Address:	F P APARTMENTS L P 400 LOCUST #690 DES MOINES IA 50309-

Property Information:

Primary Zone:	5000 MULTI-FAMILY, HIGH DENSITY RESIDENTIAL
CLUC:	0003 MULTIFAMILY-APARTMENTS
Beds/Baths:	210/180
Floors:	5
Living Units:	170
Adj Sq Footage:	208,269
Lot Size:	215,840 SQ FT
Year Built:	1973
Legal Description:	11 52 40 4.955 AC GOLF COURSE TOWERS SUB PB 95-51 TRACT 'E' OR 16834-2686 0695 2 (5)

Sale Information:

Sale O/R:	16834-2686
Sale Date:	6/1995
Sale Amount:	\$23,750,000

Assessment Information:

Year:	2004	2003
Land Value:	\$2,590,080	\$1,942,560
Building Value:	\$6,619,920	\$5,741,675
Market Value:	\$9,210,000	\$7,684,235
Assessed Value:	\$9,210,000	\$7,684,235
Total Exemptions:	\$0	\$0
Taxable Value:	\$9,210,000	\$7,684,235

My Home
Miami-Dade County, Florida

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Property Information Map



Aerial Photography - AirPhoto USA 2004

0 174 ft

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Close

Summary Details:

Folio No.:	30-2011-002-0040
Property:	6952 NW 186 ST
Mailing Address:	F P APARTMENTS L P 400 LOCUST #690 DES MOINES IA 50309-

Property Information:

Primary Zone:	5000 MULTI-FAMILY, HIGH DENSITY RESIDENTIAL
CLUC:	0003 MULTIFAMILY-APARTMENTS
Beds/Baths:	210/214
Floors:	1
Living Units:	174
Adj Sq Footage:	212,100
Lot Size:	215,840 SQ FT
Year Built:	1974
Legal Description:	11 52 40 4.955 AC GOLF COURSE TOWERS SUB PB 95-51 TRACT 'D' OR 16834-2686 0695 2 (5)

Sale Information:

Sale O/R:	16834-2686
Sale Date:	6/1995
Sale Amount:	\$23,750,000

Assessment Information:

Year:	2004	2003
Land Value:	\$2,590,080	\$1,942,560
Building Value:	\$6,589,220	\$5,904,500
Market Value:	\$9,179,300	\$7,847,060
Assessed Value:	\$9,179,300	\$7,847,060
Total Exemptions:	\$0	\$0
Taxable Value:	\$9,179,300	\$7,847,060

My Home
Miami-Dade County, Florida

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Property Information Map



Aerial Photography - AirPhoto USA 2004

0  166 ft

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Close

Summary Details:

Folio No.:	30-2011-002-0030
Property:	6970 NW 186 ST
Mailing Address:	F P APARTMENTS L P
Address:	400 LOCUST #690 DES MOINES IA 50309-

Property Information:

Primary Zone:	4100 RESIDENTIAL MULTI-FAMILY, HIGH DENSITY
CLUC:	0003 MULTIFAMILY-APARTMENTS
Beds/Baths:	176/167
Floors:	4
Living Units:	154
Adj Sq Footage:	199,215
Lot Size:	196,630 SQ FT
Year Built:	1973
Legal Description:	11 52 40 4.514 AC GOLF COURSE TOWERS SUB PB 95-51 TRACT 'C' OR 16834-2686 0695 2 (5)

Sale Information:

Sale O/R:	16834-2686
Sale Date:	6/1995
Sale Amount:	\$23,750,000

Assessment Information:

Year:	2004	2003
Land Value:	\$2,359,560	\$1,769,670
Building Value:	\$5,810,440	\$5,195,248
Market Value:	\$8,170,000	\$6,964,918
Assessed Value:	\$8,170,000	\$6,964,918
Total Exemptions:	\$0	\$0
Taxable Value:	\$8,170,000	\$6,964,918

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Miami-Dade County, Florida

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Property Information Map



Aerial Photography - AirPhoto USA 2004

0 166 ft

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Close

Summary Details:

Folio No.:	30-2011-002-0020
Property:	6990 NW 186 ST
Mailing Address:	F P APARTMENTS L P 400 LOCUST #690 DES MOINES IA 50309-

Property Information:

Primary Zone:	4100 RESIDENTIAL MULTI-FAMILY, HIGH DENSITY
CLUC:	0003 MULTIFAMILY-APARTMENTS
Beds/Baths:	194/193
Floors:	5
Living Units:	156
Adj Sq Footage:	202,886
Lot Size:	196,630 SQ FT
Year Built:	1973
Legal Description:	11 52 40 4.514 AC GOLF COURSE TOWERS SUB PB 95-51 TRACT 'B' OR 16834-2686 0695 2 (5)

Sale Information:

Sale O/R:	16834-2686
Sale Date:	6/1995
Sale Amount:	\$23,750,000

Assessment Information:

Year:	2004	2003
Land Value:	\$2,359,560	\$1,769,670
Building Value:	\$5,940,440	\$5,276,650
Market Value:	\$8,300,000	\$7,046,320
Assessed Value:	\$8,300,000	\$7,046,320
Total Exemptions:	\$0	\$0
Taxable Value:	\$8,300,000	\$7,046,320

My Home
Miami-Dade County, Florida

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Property Information Map



Aerial Photography - AirPhoto USA 2004

0  166 ft

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Close

Summary Details:

Folio No.:	30-2011-002-0010
Property:	7010 NW 186 ST
Mailing Address:	F P APARTMENTS L P 400 LOCUST #690 DES MOINES IA 50309-

Property Information:

Primary Zone:	4100 RESIDENTIAL MULTI-FAMILY, HIGH DENSITY
CLUC:	0003 MULTIFAMILY-APARTMENTS
Beds/Baths:	130/129
Floors:	5
Living Units:	114
Adj Sq Footage:	124,521
Lot Size:	145,185 SQ FT
Year Built:	1973
Legal Description:	11 52 40 3.333 AC GOLF COURSE TOWERS SUB PB 95-51 TRACT 'A' OR 16834-2686 0695 2 (5)

Sale Information:

Sale O/R:	16834-2686
Sale Date:	6/1995
Sale Amount:	\$23,750,000

Assessment Information:

Year:	2004	2003
Land Value:	\$1,742,220	\$1,306,665
Building Value:	\$4,397,780	\$3,847,850
Market Value:	\$6,140,000	\$5,154,515
Assessed Value:	\$6,140,000	\$5,154,515
Total Exemptions:	\$0	\$0
Taxable Value:	\$6,140,000	\$5,154,515



RECYCLED 

RESOLUTION NO. 4-ZAB-98-85

The following resolution was offered by Mr. Thomas A. Conger seconded by Mr. Jose A. Losa and upon poll of members present, the vote was as follows:

Thomas A. Conger	aye	Margaret Nelson	aye
Peter Goldring	aye	Mary Jean Risi	nay
Levi A. Johnson	aye	Murray Sisselman	aye
Jose A. Losa	aye	R. Jollivette Frazier	aye
Joyce Masso	aye		

WHEREAS, JOSE MILTON has applied for the following:

- (1) MODIFICATION of Condition #3 of Resolution Z-190-71, passed and adopted by the Board of County Commissioners on the 16th day of September, 1971 which was further modified by Resolution Z-255-74, passed and adopted by the Board of County Commissioners on the 24th day of September, 1974 as follows:

FROM: "That in the approval of the plan, the same be substantially in accordance with that submitted for the hearing entitled 'Park Center', as prepared by Environmental Design Associates, and dated revised 10-17-73."

TO: "That in the approval of the plan, the same be substantially in accordance with that submitted for the hearing entitled 'Apartments Conversion for Country Club Towers', as prepared by Salvador M. Cruxent, Architect, dated 12-20-84, and consisting of 3 pages."

The purpose of the request is to permit the conversion of 320 existing units into 400 proposed units.

- (2) USE VARIANCE to permit a density of 30.9 units per acre (23 units per acre permitted; 24.54 units per acre previously approved under Resolution Z-255-75).

The aforementioned plans are on file and may be examined in the Zoning Department.

SUBJECT PROPERTY: Tract "A", COUNTRY CLUB TOWERS SUBDIVISION, Plat book 117, Page 2.

LOCATION: 6700/6750/6790 N.W. 186 Street, Dade County, Florida, and

WHEREAS, a public hearing of the Metropolitan Dade County Zoning Appeals Board was advertised and held, as required by law, and all interested parties concerned in the matter were heard, and

WHEREAS, upon due and proper consideration having been given to the matter and to the recommendation of the Developmental Impact Committee, it is the opinion of this Board that the requested modification and use variance would be in harmony with the general purpose and intent of the regulations, would be compatible with the area and its development and would conform with the requirements and intent of the Zoning Procedure Ordinance;

NOW THEREFORE BE IT RESOLVED by the Metropolitan Dade County Zoning Appeals Board, that the requested Modification of Condition #3 of Resolution Z-190-71 which was further modified by Resolution Z-255-74 and the Use Variance pertaining to density be and the same are hereby approved.

The Zoning Director is hereby directed to make the necessary notations upon the maps and records of the Dade County Building and Zoning Department.

PASSED AND ADOPTED this 27th day of MARCH, 1985.

Heard 3/27/85
Hearing No. 85-3-1
4/1/85 aa

April 2, 1985

Mr. Jose Milton
18333 N.W. 68 Avenue
Miami, Florida 33015

Re: Hearing No. 85-3-1; Section 11-52-40
Location: 6700/6750/6790 NW 186 ST.

Dear Mr. Milton:

Enclosed herewith is a copy of Resolution No. 4-ZAB-98-84, adopted by the Metropolitan Dade County Zoning Appeals Board, approving your application.

You are hereby advised that the decision of the Zoning Appeals Board may be appealed by an aggrieved party (within 14 days), or by the Directors of the Dade County Building and Zoning Department and Planning Department (within 18 days), as is provided in Chapter 33-313 of the Code of Metropolitan Dade County, Florida; and that no can be issued until the appeal periods have expired, and only if no appeal has been filed. Application for necessary permits should be made with this Department. The deadline for an appeal by the applicant and/or an aggrieved party is Friday, April 12, 1985.

Very truly yours,

Chester C. Czebrinski
Assistant Director

CCC:aa

Enclosure

cc: Developmental Impact Committee



new
B
71R201060

11-52-90

AGREEMENT

THIS AGREEMENT entered into the 1st day of Sept, 1971 by and between
NEWPORT COUNTRY CLUB PROPERTIES, INC.

hereinafter referred to as "OWNERS" and the Board of County Commissioners,
Metropolitan Dade County, Florida hereinafter referred to as the "COUNTY".

WITNESSETH:

WHEREAS, the OWNERS are fee simple title owners of the following
described property, lying, being and situate in Dade County, Florida, to wit:

SEE ANNEXED EXHIBIT A

WHEREAS, the OWNERS are desirous of giving assurance to the COUNTY that
the property will be developed substantially in accordance with the spirit and
intent of the plans submitted to the COUNTY for a public hearing wherein the
zoning and use of the subject property has been approved, unless said plans are
modified and/or changed as a result of a PUBLIC HEARING or other appropriate
action by the COUNTY.

NOW, THEREFORE, for good and valuable consideration, the parties have
agreed as follows:

1. That said property shall be developed substantially in accordance with
the spirit and intent of the plans previously submitted, prepared by
Carson Bennett Wright

entitled Apartment Complex for Country Club of Miami

dated the 5 day of May, 1971.

DW
PLC
C

1/11/80

The plan was revised as a result of conferences held by various departments of the County and now depicts the spirit and intent of the OWNERS for the development of said property with the understanding that the size and locations of the building to be erected may not be exactly as shown on the master plan and that minor modifications in said plan may be made with the approval of the County Departments having jurisdiction thereof. However, in the event major changes or modifications in the plan are desired, the same shall be submitted for approval at a public hearing in the manner provided by the applicable ordinances of Dade County, Florida.

2. Where construction has occurred on said property, pursuant to a permit issued by the County, and inspections made and approval of occupancy given by the County, the same shall create a conclusive presumption that the buildings thus constructed comply with the intent and spirit of the master plan, and this Agreement shall not be construed as clouding the title to any of said property on which such development has occurred.

3. The OWNERS hereby agree to provide for permanent and safe access for pedestrian and vehicular traffic within the development and particularly for right of access for fire, police, health and sanitation and other public service personnel and vehicles. The streets or accessways shall be installed and maintained by the OWNER and shall include, but be not limited to, sidewalks, drainage facilities, water, sewers and fire hydrants, and will meet with the approval of the Directors of the Public Works and Building and Zoning Departments.

4. That this Agreement on the part of the OWNERS shall constitute a covenant running with the land and will be recorded in the public records of Dade County, Florida, and shall remain in full force and effect and be binding upon the heirs, successors, and assigns of the respective parties hereto, until such time as the same is released in writing by the Director of the Metropolitan Dade County Building and Zoning Department, 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above set forth.

NEWPORT COUNTRY CLUB PROPERTIES, INC.

ATTEST: [Signature]
Secretary

By [Signature]
President

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared *Gene S. Fisher and A. W. Wick* well known to me to be the President and Secretary respectively of the corporation named and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this *8th* day of *September* A.D. 1971.

Fred W. Diestelhorst
Notary Public, State of Florida at Large



My Commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 12, 1973
BONDED THRU FRED W. DIESTELHORST

Prepared by:
John M. Thomson
5711 South Dixie Highway
South Miami, Florida

ON: A portion of Tracts 1 and 2 in Sec. 11-52-40 of Florida Fruit Lands Company's Sub. #1 (PB 2, Pge. 17).

Commence at the NE corner of the NE $\frac{1}{4}$ of said Section 11,; thence run South 0 degrees 04 minutes 37 seconds East along the East line of the NE $\frac{1}{4}$ of said Section 11 for a distance of 230.17' to the Point of Beginning of the tract of land hereinafter to be described; thence run North 87 degrees 51 minutes 22 seconds West along a line 230' South of and parallel to the North line of the NE $\frac{1}{4}$ of said Section 11 for a distance of 551.72' to a point of curvature of a circular curve to the left having for its elements a central angle of 24 degrees 19 minutes 38 seconds and a radius of 915.92'; thence run Westerly and Southwesterly along the arc of said circular curve to the left for a distance of 388.89' to a point of tangency; thence run South 67 degrees 49 minutes 00 seconds West for a distance of 22.95' to a point; said point lying on the Easterly right-of-way line of NW 68 Ave. according to the deed thereof as recorded in Official Record Book 2743 at Page 563 of the Public Records of Dade County, Florida; thence run South 23 degrees 18 minutes 56 seconds East along said Easterly right-of-way line for a distance of 430.86' to a point; thence run North 89 degrees 55 minutes 39 seconds East for a distance of 782.74' to a point; said point lying on the East line of the NE $\frac{1}{4}$ of said Section 11; thence run North 0 degrees 04 minutes 37 seconds West along the East line of the NE $\frac{1}{4}$ of said Section 11 for a distance of 449.37' to the Point of Beginning, less the following described parcel:

Commence at the NE corner of the NE $\frac{1}{4}$ of said Section 11, thence run South 0 degrees 04 minutes 37 seconds East along the East line of the NE $\frac{1}{4}$ of said Section 11 for a distance of 288.04' to a point thence South 89 degrees 55 minutes 39 seconds West parallel to the South line of the parcel of which this is a part, a distance of 150' to the point of beginning of land hereinafter described; thence run South 0 degrees 04 minutes 37 seconds East parallel to the East line of the NE $\frac{1}{4}$ of said Section 11 for a distance of 175' to a point; thence run South 89 degrees 55 minutes 39 seconds West parallel to the South line of said parcel, a distance of 95' to a point, thence South 0 degrees 04 minutes 37 seconds East a distance of 15' to a point, thence South 89 degrees 55 minutes 39 seconds West a distance of 90' to a point; thence South 0 degrees 04 minutes 37 seconds East a distance of 140' to a point; thence South 89 degrees 55 minutes 39 seconds West a distance of 80' to a point; thence North 0 degrees 04 minutes 37 seconds West parallel to the East line of said NE $\frac{1}{4}$ of said Section 11 for a distance of 140' to a point; thence South 89 degrees 55 minutes 39 seconds West a distance of 210' to a point; thence North 0 degrees 04 minutes 37 seconds West a distance of 110' to a point; thence 89 degrees 55 minutes 39 seconds West a distance of 304.94' to the Easterly right-of-way line of NW 68 Ave. according to the deed thereof as recorded in Official Record Book 2743 at page 563 of the Public Records of Dade County, Florida; thence run North 23 degrees 18 minutes 56 seconds West along said East right-of-way line a distance of 88.45' to a point along the same; thence North 89 degrees 55 minutes 39 seconds East parallel to the South line of the parcel of which this is a part, a distance of 302.66' to a point; thence North 0 degrees 04 minutes 37 seconds West a distance of 25' to a point; thence North 89 degrees 55 minutes 39 seconds East a distance of 420' to a point; thence South 0 degrees 04 minutes 37 seconds East a distance of 20' to a point; thence North 89 degrees 55 minutes 39 seconds East a distance of 95' to the Point of Beginning.

RESOLUTION

The undersigned, *A. W. Beck*, Secretary of Newport Country Club Properties, Inc., a Florida Corporation, does hereby certify that at a special meeting of the Board of Directors held on August 30, 1971 at 10:00 A.M., at 5711 South Dixie Highway, South Miami, Florida, the following Resolution was duly adopted:

"RESOLVED: That the corporation make and enter into an agreement with the Board of County Commissioners of Metropolitan Dade County, to give assurance to the county that the property of the corporation, which is the subject of Zoning Resolution No. 4-ZAB-343-71, will be developed substantially in accordance with the spirit and intent of the plans prepared by Carson Bennett Wright entitled Apartment Complex for Country Club of Miami, dated May 5, 1971, and that the President and Secretary be and they are hereby authorized to execute and deliver such agreement on such terms and conditions as they may determine and to execute any other documents necessary to comply with the requirements of the county."

I further certify that the above resolution is in full force and effect and has not been modified or rescinded in any way.

NEWPORT COUNTRY CLUB
PROPERTIES, INC.

A. W. Beck
Secretary

Sworn to and subscribed
before me this 8th day
of September 1971.

Fred W. Diestelhorst
Notary Public, State of Florida
at Large

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 12, 1973
BONDED THRU FRED W. DIESTELHORST

AGREEMENT

The undersigned, Country Club of Miami Corporation, a Florida corporation, Mortgagee, under that certain mortgage from Newport Country Club Properties, Inc. dated 25th day of June 1971 and recorded in Official Records Book 7280 Page 260 of the Public Records of Dade County, Florida under Clerk's File No. 71R29485 in the original amount of \$924,000.00 covering all/or a portion of the property described in the foregoing agreement, do hereby acknowledge that the terms of said agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 3 day of September, 1971.

COUNTRY CLUB OF MIAMI CORPORATION

ATTEST: Donna J. Shankle
Donna J. Shankle
Ass't Secretary

Guy B. Bailey
Guy B. Bailey, President
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Guy B. Bailey and Donna J. Shankle well known to me to be the President and Assistant Secretary respectively of the corporation named and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 3 day of September A. D. 1971.

Alfred L. Crowell
Notary Public, State of Florida at
Large

My Commission expires at Large
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JUNE 3, 1973
DONOR THROUGH FRED W. DEWELHOFF

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA.
BOOKS TIGHTED
E. B. LEATHERMAN,
CLERK CIRCUIT COURT
BY J. R. Davis D.C.

7/10/71
X

Rec'd
agmt

71R20 6371 OCT 8 AM 10:04
DEF REC 7397 PG 620
AGREEMENT

11-52-40

THIS AGREEMENT entered into the 1st day of Sept., 1971 by and between
NEWPORT COUNTRY CLUB PROPERTIES, INC.

hereinafter referred to as "OWNERS" and the Board of County Commissioners,
Metropolitan Dade County, Florida hereinafter referred to as the "COUNTY".

WITNESSETH:

WHEREAS, the OWNERS are fee simple title owners of the following
described property, lying, being and situate in Dade County, Florida, to wit:

SEE ANNEXED EXHIBIT A

WHEREAS, the OWNERS are desirous of giving assurance to the COUNTY that
the property will be developed substantially in accordance with the spirit and
intent of the plans submitted to the COUNTY for a public hearing wherein the
zoning and use of the subject property has been approved, unless said plans are
modified and/or changed as a result of a PUBLIC HEARING or other appropriate
action by the COUNTY.

NOW, THEREFORE, for good and valuable consideration, the parties have
agreed as follows:

1. That said property shall be developed substantially in accordance with
the spirit and intent of the plans previously submitted, prepared by
Carson Bennett Wright,
entitled Apartment Complex for Country Club of Miami

dated the 5 day of May, 1971.

DC
PC
CL

99739620

12:00

The plan was revised as a result of conferences held by various departments of the County and now depicts the spirit and intent of the OWNERS for the development of said property with the understanding that the size and locations of the building to be erected may not be exactly as shown on the master plan and that minor modifications in said plan may be made with the approval of the County Departments having jurisdiction thereof. However, in the event major changes or modifications in the plan are desired, the same shall be submitted for approval at a public hearing in the manner provided by the applicable ordinances of Dade County, Florida.

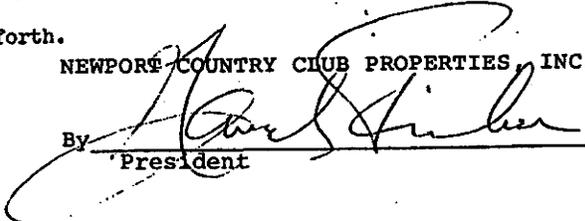
2. Where construction has occurred on said property, pursuant to a permit issued by the County, and inspections made and approval of occupancy given by the County, the same shall create a conclusive presumption that the buildings thus constructed comply with the intent and spirit of the master plan, and this Agreement shall not be construed as clouding the title to any of said property on which such development has occurred.

3. The OWNERS hereby agree to provide for permanent and safe access for pedestrian and vehicular traffic within the development and particularly for right of access for fire, police, health and sanitation and other public service personnel and vehicles. The streets or accessways shall be installed and maintained by the OWNER and shall include, but be not limited to, sidewalks, drainage facilities, water, sewers and fire hydrants, and will meet with the approval of the Directors of the Public Works and Building and Zoning Departments.

4. That this Agreement on the part of the OWNERS shall constitute a covenant running with the land and will be recorded in the public records of Dade County, Florida, and shall remain in full force and effect and be binding upon the heirs, successors, and assigns of the respective parties hereto, until such time as the same is released in writing by the Director of the Metropolitan Dade County Building and Zoning Department, 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above set forth.

ATTEST: 
Secretary

NEWPORT COUNTRY CLUB PROPERTIES, INC.
By 
President

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared *Gene S. Fisher and R. W. Beck* well known to me to be the President and Secretary respectively of the corporation named and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this *8th* day of *September* A.D. 1971.

John M. Thomson
Notary Public, State of Florida
at Large
My Commission expires *12-10-73*
NOTARY PUBLIC, STATE OF FLORIDA, AT LARGE
MY COMMISSION EXPIRES OCT. 12, 1973
BONDED THRU FRED W. DIESTELHORST

Prepared by:
John M. Thomson
5711 South Dixie Highway
South Miami, Florida

OFF REC 7397 PG 623

EXHIBIT A

ON: A portion of Tracts 1 and 2 in Section 11, Township 52 South, Range 40 East, Florida Fruit Lands Company's Sub. #1 (PB 2, Pge. 17), being more particularly described as follows:

Commence at the Northeast corner of the NE $\frac{1}{4}$ of said Section 11; thence run South 0 degrees 04 minutes 37 seconds East along the East line of the NE $\frac{1}{4}$ of said Sec. 11 for a distance of 283.04' to a point; thence South 89 degrees 55 minutes 39 seconds West parallel to the South line of the parcel of which this is a part, a distance of 150' to the point of beginning of land hereinafter described; thence run South 0 degrees 04 minutes 37 seconds East parallel to the East line of the NE $\frac{1}{4}$ of said Section 11 for a distance of 175' to a point; thence run South 89 degrees 55 minutes 39 seconds West parallel to the South line of said parcel, a distance of 95' to a point; thence South 0 degrees 04 minutes 37 seconds East a distance of 15' to a point; thence South 89 degrees 55 minutes 39 seconds West a distance of 90' to a point; thence South 0 degrees 04 minutes 37 seconds East a distance of 140' to a point; thence South 89 degrees 55 minutes 39 seconds West a distance of 80' to a point; thence North 0 degrees 04 minutes 37 seconds West parallel to the East line of said NE $\frac{1}{4}$ of said Section 11 for a distance of 140' to a point; thence South 89 degrees 55 minutes 39 seconds West a distance of 210' to a point; thence North 0 degrees 04 minutes 37 seconds West a distance of 110' to a point; thence South 89 degrees 55 minutes 39 seconds West a distance of 304.94' to the Easterly right-of-way line of Northwest 68 Ave. according to the deed thereof as recorded in Official Record Book 2743 at page 563 of the Public Records of Dade County, Florida; thence run North 23 degrees 13 minutes 56 seconds West along said East right-of-way line a distance of 85.94' to a point; thence North 67 degrees 49 minutes 00 seconds East a distance of 6.17'; thence North 89 degrees 55 minutes 39 seconds East parallel to the South line of the parcel of which this is a part, a distance of 296.00' to a point; thence North 0 degrees 04 minutes 37 seconds West a distance of 25' to a point; thence North 89 degrees 55 minutes 39 seconds East a distance of 420' to a point; thence South 0 degrees 04 minutes 37 seconds East a distance of 20' to a point; thence North 89 degrees 55 minutes 39 seconds East a distance of 95' to the Point of Beginning. 

RESOLUTION

The undersigned, *A. W. Beck*, Secretary of Newport Country Club Properties, Inc., a Florida Corporation, does hereby certify that at a special meeting of the Board of Directors held on August 30, 1971 at 10:00 A.M., at 5711 South Dixie Highway, South Miami, Florida, the following Resolution was duly adopted:

"RESOLVED: That the corporation make and enter into an agreement with the Board of County Commissioners of Metropolitan Dade County, to give assurance to the county that the property of the corporation, which is the subject of Zoning Resolution No. 4-ZAB-343-71, will be developed substantially in accordance with the spirit and intent of the plans prepared by Carson Bennett Wright entitled Apartment Complex for Country Club of Miami, dated May 5, 1971, and that the President and Secretary be and they are hereby authorized to execute and deliver such agreement on such terms and conditions as they may determine and to execute any other documents necessary to comply with the requirements of the county."

I further certify that the above resolution is in full force and effect and has not been modified or rescinded in any way.

NEWPORT COUNTRY CLUB
PROPERTIES, INC.

A. W. Beck

Secretary

Sworn to and subscribed
before me this *8th* day
of *September* 1971.

Fred W. Diestelhorst
Notary Public, State of Florida
at Large
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 12, 1973
BONDED THRU FRED W. DIESTELHORST

AGREEMENT

The undersigned, Country Club of Miami Corporation, a Florida corporation, Mortgagee, under that certain mortgage from Newport Country Club Properties, Inc. dated 25th day of June 1971 and recorded in Official Records Book 7280 Page 260 of the Public Records of Dade County, Florida under Clerk's File No. 71R129485 in the original amount of \$924,000.00 covering all/or a portion of the property described in the foregoing agreement, do hereby acknowledge that the terms of said agreement are and shall be binding upon the undersigned and its successors in title.

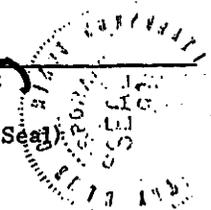
IN WITNESS WHEREOF, these presents have been executed this 3 day of September, 1971.

COUNTRY CLUB OF MIAMI CORPORATION

ATTEST: Donna J. Shankle
Donna J. Shankle
Ass't. Secretary

H. 330
Guy B. Bailey, President

(Corporate Seal)



STATE OF FLORIDA
COUNTY OF DADE

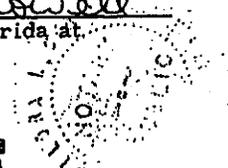
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Guy B. Bailey and Donna J. Shankle well known to me to be the President and Assistant Secretary respectively of the corporation named and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 3 day of September A. D. 1971.

Allora L. Crowell
Notary Public, State of Florida at
Large

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES JUNE 3, 1978
BONDED THROUGH ERIC W. DIETELHORST



RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA.
RECORD NUMBER

E. B. LEATHERMAN
CLERK CIRCUIT COURT

BY R. HALL D.C.



New York
12/20/71

71R201059

OCT 6 AM 10:03
REC 7397 PG 597

11-52-40

AGREEMENT

THIS AGREEMENT entered into the 1 day of Sept, 19 71 by and between
NEWPORT COUNTRY CLUB PROPERTIES, INC.

hereinafter referred to as "OWNERS" and the Board of County Commissioners,
Metropolitan Dade County, Florida hereinafter referred to as the "COUNTY".

WITNESSETH:

WHEREAS, the OWNERS are fee simple title owners of the following
described property, lying, being and situate in Dade County, Florida, to wit:

SEE ANNEXED EXHIBIT A

4243-34371

WHEREAS, the OWNERS are desirous of giving assurance to the COUNTY that
the property will be developed substantially in accordance with the spirit and
intent of the plans submitted to the COUNTY for a public hearing wherein the
zoning and use of the subject property has been approved, unless said plans are
modified and/or changed as a result of a PUBLIC HEARING or other appropriate
action by the COUNTY.

NOW, THEREFORE, for good and valuable consideration, the parties have
agreed as follows:

1. That said property shall be developed substantially in accordance with
the spirit and intent of the plans previously submitted, prepared by
Carson Bennett Wright,
entitled Apartment Complex for Country Club of Miami

dated the 5 day of May, 19 71.

DC
PE
C

99115240

160

The plan was revised as a result of conferences held by various departments of the County and now depicts the spirit and intent of the OWNERS for the development of said property with the understanding that the size and locations of the building to be erected may not be exactly as shown on the master plan and that minor modifications in said plan may be made with the approval of the County Departments having jurisdiction thereof. However, in the event major changes or modifications in the plan are desired, the same shall be submitted for approval at a public hearing in the manner provided by the applicable ordinances of Dade County, Florida.

2. Where construction has occurred on said property, pursuant to a permit issued by the County, and inspections made and approval of occupancy given by the County, the same shall create a conclusive presumption that the buildings thus constructed comply with the intent and spirit of the master plan, and this Agreement shall not be construed as clouding the title to any of said property on which such development has occurred.

3. That this Agreement on the part of the OWNERS shall constitute a covenant running with the land and will be recorded in the public records of Dade County, Florida, and shall remain in full force and effect and be binding upon the heirs, successors, and assigns of the respective parties hereto, until such time as the same is released in writing by the Director of the Metropolitan Dade County Building and Zoning Department, 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above set forth.

NEWPORT COUNTRY CLUB PROPERTIES, INC.

ATTEST: [Signature]
Secretary

By [Signature]
President

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared *Gene S. Foster and W. W. Beck* well known to me to be the President and Secretary respectively of the corporation named and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this *8th* day of *September* A.D. 1971.

Jewel S. Korman
Notary Public, State of Florida at Large

My Commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 12, 1973
BONDED THRU FRED W. DIESTELHORST

Prepared by:
John M. Thomson
5711 South Dixie Highway
South Miami, Florida

ON: A portion of Tracts 1 and 2 in Sec. 11-52-40 of Florida Fruit Lands Company's Sub. #1 (PB 2, Pge. 17).

ON: Commence at NE corner of Section 11, Twp. 52 South, Rge. 40 East; th. South 0 degrees 04 minutes 37 seconds East along the East line of said Section 11 for a distance of 55.04' to the Point of Beginning of the parcel of land hereinafter to be described; thence continue South 0 degrees 04 minutes 37 seconds East for a distance of 175.13' to a point; thence run North 87 degrees 51 minutes 22 seconds West along a line 230' South of and parallel to the North line of said Section 11 for a distance of 551.63' to a point of curvature of a circular curve to the left having for its elements a central angle of 24 degrees 19 minutes 38 seconds and a radius of 915.92'; thence run along the arc of said circular curve for a distance of 388.89' to a point of tangency; thence on South 67 degrees 49 minutes 00 seconds West for a distance of 22.95' to a point; thence run North 23 degrees 18 minutes 56 seconds West for a distance of 175.00' to a point; thence run North 67 degrees 49 minutes 00 seconds East for a distance of 26.41' to a point of curvature of a circular curve to the right having for its elements a central angle of 24 degrees 19 minutes 38 seconds and a radius of 1090.92'; thence run along the arc of said circular curve for a distance of 463.19' to a point of tangency; thence run North 87 degrees 51 minutes 22 seconds West for a distance of 544.93' to the Point of Beginning.

All according to plans submitted with application and on file in Zoning Department as rendered by Carson Bennett Wright, A.I.A.; entitled "Apartment Complex for Country Club of Miami", and dated May 5, 1971.

LOCATION: SE corner of NW 186 St. and NW 68 Ave., Dade County, Florida.

RESOLUTION

The undersigned, A. W. Beard, Secretary of Newport Country Club Properties, Inc., a Florida Corporation, does hereby certify that at a special meeting of the Board of Directors held on August 30, 1971 at 10:00 A.M., at 5711 South Dixie Highway, South Miami, Florida, the following Resolution was duly adopted:

"RESOLVED: That the corporation make and enter into an agreement with the Board of County Commissioners of Metropolitan Dade County, to give assurance to the county that the property of the corporation, which is the subject of Zoning Resolution No. 4-ZAB-343-71, will be developed substantially in accordance with the spirit and intent of the plans prepared by Carson Bennett Wright entitled Apartment Complex for Country Club of Miami, dated May 5, 1971, and that the President and Secretary be and they are hereby authorized to execute and deliver such agreement on such terms and conditions as they may determine and to execute any other documents necessary to comply with the requirements of the county."

I further certify that the above resolution is in full force and effect and has not been modified or rescinded in any way.

NEWPORT COUNTRY CLUB
PROPERTIES, INC.

A. W. Beard
Secretary

Sworn to and subscribed
before me this 7th day
of August 1971

Jewel B. Remmon
Notary Public, State of Florida
at Large

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 12, 1973
BONDED THRU FRED W. DIESTELHORST

A G R E E M E N T

The undersigned, Country Club of Miami Corporation, a Florida corporation, Mortgagee, under that certain mortgage from Newport Country Club Properties, Inc. dated 25th Day of June 1971 and recorded in Official Records Book 7280 Page 260 of the Public Records of Dade County, Florida under Clerk's File No. 71R129485 in the original amount of \$924,000.00 covering all/or a portion of the property described in the foregoing agreement, do hereby acknowledge that the terms of said agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 30th day of September, 1971

ATTEST: Donna J. Shankle
Donna J. Shankle
Ass't. Secretary

COUNTRY CLUB OF MIAMI CORPORATION
Guy B. Bailey
Guy B. Bailey, President
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Guy B. Bailey and Donna J. Shankle well known to me to be the President and Assistant Secretary respectively of the corporation named and who executed the foregoing instrument and they acknowledged before me that they executed the same

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of September A.D. 1971.

Juanita ...
Notary Public, State of Florida
at Large

My Commission expires:
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES JULY 6, 1972
BONDED THROUGH FILED W. ...

A G R E E M E N T

The undersigned, HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF HOLLYWOOD, a corporation existing under the laws of the United States of America, Mortgagee, under that certain mortgage from G & B Enterprises dated 22nd day of April, 1968, and recorded in Official Records Book 5918, Page 219 of the Public Records of Dade County, Florida, under Clerk's File No. 68R70782 in the original amount of \$60,000.00 covering all/or a portion of the property described in the foregoing agreement, do hereby acknowledge that the terms of said agreement are and shall be binding upon the Mortgagor, aforesaid, and the undersigned for itself and its successors in title, does consent to same.

IN WITNESS WHEREOF, these presents have been executed this

8th day of September, 1971.

HOME FEDERAL SAVINGS
AND LOAN ASSOCIATION
OF HOLLYWOOD

ATTEST: Martha Fortson W. H. Johnson
Asst Secretary Vice-President

NOTARIAL PUBLIC
OF DADE COUNTY, FLORIDA
E. B. LEATHERMAN
CLERK CIRCUIT COURT
BY E. B. Leatherman S.C.



STATE OF FLORIDA)
COUNTY OF DADE) ss.:
Broward

I HEREBY CERTIFY that on this day, before me, an officer, duly authorized in the State and County aforesaid, to make acknowledgments, personally appeared well known to me to be the Vice-President and Secretary respectively of the corporation named and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of September 1971.

Margaret Van Dellen
Notary Public, State of
Florida at Large

My Commission expires:
NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES NOV. 25, 1972
BONDED THROUGH F.R.D. 12





Royal Palms

LUXURY RENTALS

Royal Palms
7705 NW 7th Street







Club House



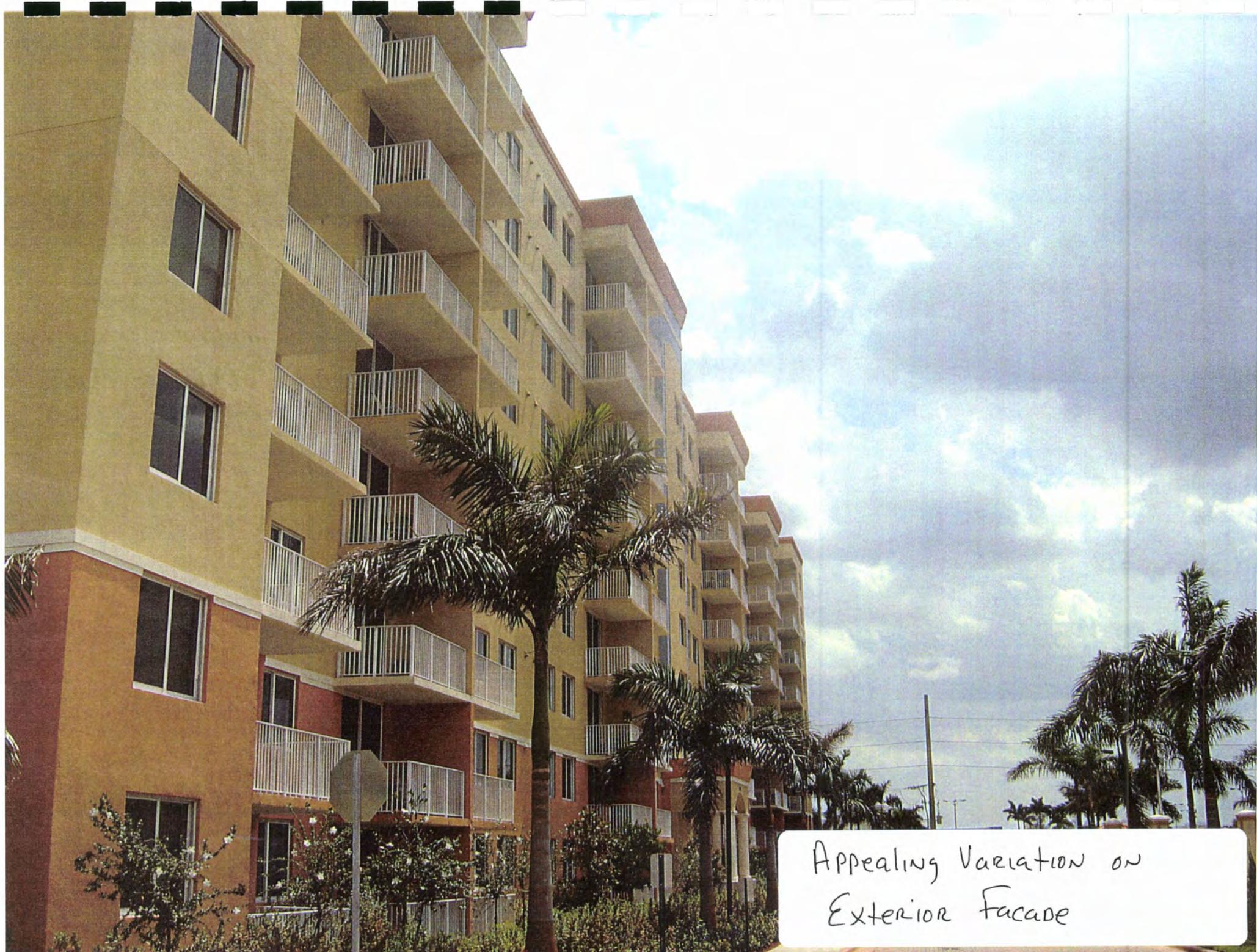
Main Swimming Pool

Kiddie Pool





Common Outdoor
BBQ/Picnic Area



Appealing Variation on Exterior Facade

Exterior Wall



RECYCLED

Royal Palms Apartments

Building 1

Market

1.36/sf

1.27/sf

South/ Pool View

South/Apt# Pool View	01 826 HWY	03	05	07	09	11	15	17	19	21
Type	2/1 C	1/1 A	1/1 A	2/2 B	2/2 B	2/2 B	2/2 B	1/1 A	1/1 A	2/2 C
Square Ft	995	845	845	1085	1085	1085	1085	845	845	1014
8	\$1350	\$1185	\$1185	\$1395	\$1395	\$1395	\$1395	\$1220	\$1215	\$1375
7	\$1335	\$1170	\$1170	\$1385	\$1385	\$1385	\$1385	\$1205	\$1195	\$1360
6	\$1320	\$1165	\$1165	\$1380	\$1380	\$1380	\$1380	\$1200	\$1190	\$1355
5	\$1315	\$1155	\$1155	\$1375	\$1375	\$1375	\$1375	\$1195	\$1185	\$1345
4	\$1310	\$1150	\$1150	\$1370	\$1370	\$1370	\$1370	\$1190	\$1180	\$1340
3	\$1305	\$1140	\$1140	\$1365	\$1365	\$1365	\$1365	\$1185	\$1175	\$1335
2	\$1300	\$1130	\$1130	\$1360	\$1360	\$1360	\$1360	\$1175	\$1170	\$1325
1	1/1 A \$1050	\$1120	\$1120	\$1355	\$1355	\$1355	\$1355	\$1170	\$1165	\$1315

North/ Parking Lot View

North/Apt# Parking Lot	02 826 HWY	04	06	08	10	12	14	16
Type	2/2 B	2/2 B	2/2 B	2/2 B	2/2 B	2/2 B	2/2 B	2/2 B
Square Ft	995	1085	1085	1085	1085	1085	1085	1085
8	\$1350	\$1350	\$1350	\$1350	\$1350	\$1350	\$1350	\$1350
7	\$1335	\$1335	\$1335	\$1335	\$1335	\$1335	\$1335	\$1335
6	\$1330	\$1330	\$1330	\$1330	\$1330	\$1330	\$1330	\$1330
5	\$1325	\$1325	\$1325	\$1325	\$1325	\$1325	\$1325	\$1325
4	\$1320	\$1320	\$1320	\$1320	\$1320	\$1320	\$1320	\$1320
3	\$1315	\$1315	\$1315	\$1315	\$1315	\$1315	\$1315	\$1315
2	\$1310	\$1310	\$1310	\$1310	\$1310	\$1310	\$1310	\$1310
1	\$1295	\$1295	\$1295	\$1295	\$1295	\$1295	\$1295	\$1295

1/12/2008 2:31 PM

Royal Palms Apartments

Building 2

Market

West/Courtyard View

West/Apt# Courtyard	01 7 th street	03	05	07	09	11	15	17	19
Type	3/2 E	2/2 D	2/2 B	1/1 A	2/1 C				
Square Ft	1426	1287	1085	1085	1085	1085	1085	845	995
9	\$1625	\$1450	\$1350	\$1350	\$1350	\$1360	\$1370	\$1200	\$1320
8	\$1610	\$1435	\$1335	\$1335	\$1335	\$1345	\$1355	\$1185	\$1305

West/Apt# Courtyard	01 7 th street	03	05	07	09	11	15	17	19	21
Type	2/2 C	1/1 A	1/1 A	2/2 B	1/1 A	2/1 C				
Square Ft	1014	845	845	1085	1085	1085	1085	1085	845	995
7	\$1325	\$1175	\$1175	\$1330	\$1330	\$1330	\$1345	\$1350	\$1175	\$1295
6	\$1315	\$1165	\$1165	\$1320	\$1320	\$1320	\$1335	\$1340	\$1170	\$1285
5	\$1305	\$1155	\$1155	\$1310	\$1310	\$1310	\$1325	\$1330	\$1160	\$1275
4	\$1295	\$1145	\$1145	\$1300	\$1300	\$1300	\$1315	\$1320	\$1150	\$1265
3	\$1285	\$1135	\$1135	\$1295	\$1295	\$1295	\$1305	\$1310	\$1140	\$1255
2	\$1275	\$1125	\$1125	\$1285	\$1285	\$1285	\$1295	\$1300	\$1135	\$1245
1	\$1250	\$1100	\$1100	\$1275	\$1275	\$1225	\$1275	\$1285	\$1125	1/1 A \$1100

East/ Parking Lot View

East/Apt# Parking Lot	02 7 th street	04	06	08	10	12	14	16
Type	2/2 B	2/2 B	2/2 B	2/2 B	2/2 B	2/2 B	2/2 D	3/2 E
Square Ft	1085	1085	1085	1085	1085	1085	1287	1426
9	\$1335	\$1335	\$1335	\$1335	\$1340	\$1340	\$1475	\$1650
8	\$1320	\$1320	\$1320	\$1320	\$1325	\$1325	\$1460	\$1635

East/Apt# Parking Lot	02 7 th street	04	06	08	10	12	14	16	18
Type	2/2 B	2/2 B	2/2 B	2/2 B	2/2 B	2/2 B	1/1 A	1/1 A	2/2 C
Square Ft	1085	1085	1085	1085	1085	1085	845	845	1014
7	\$1310	\$1310	\$1310	\$1310	\$1320	\$1320	\$1175	\$1175	\$1340
6	\$1300	\$1300	\$1300	\$1300	\$1310	\$1310	\$1165	\$1165	\$1330
5	\$1290	\$1290	\$1290	\$1290	\$1300	\$1300	\$1155	\$1155	\$1320
4	\$1280	\$1280	\$1280	\$1280	\$1290	\$1290	\$1140	\$1140	\$1300
3	\$1270	\$1270	\$1270	\$1270	\$1280	\$1280	\$1130	\$1130	\$1280
2	\$1265	\$1265	\$1265	\$1265	\$1270	\$1270	\$1120	\$1120	\$1270
1	\$1250	\$1250	\$1250	\$1250	\$1250	\$1250	\$1100	\$1100	\$1250

Leased, [REDACTED], Model, Maint, Storage, [REDACTED]

Royal Palms Apartments
 Building 3
 Market Price
 East/Courtyard View

East/Apt# Courtyard	01 7 th street	03	05	07	09	11	15	17	19
Type	3/2 E	2/2 D	2/2 B	1/1 A	2/1 C				
Square Ft	1426	1287	1085	1085	1085	1085	1085	845	995
9	\$1625	\$1450	\$1350	\$1350	\$1350	\$1360	\$1370	\$1200	\$1320
8	\$1610	\$1435	\$1335	\$1335	\$1335	\$1345	MODEL \$1355	MODEL \$1185	\$1305

East/Apt# Courtyard	01 7 th street	03	05	07	09	11	15	17	19	21
Type	2/2 C	1/1 A	1/1 A	2/2 B	1/1 A	2/1 C				
Square Ft	1014	845	845	1085	1085	1085	1085	1085	845	995
7	\$1325	\$1175	\$1175	\$1330	\$1330	\$1330	\$1345	\$1350	\$1175	\$1295
6	\$1315	\$1165	\$1165	\$1320	\$1320	\$1320	\$1335	\$1340	\$1170	\$1285
5	\$1305	\$1155	\$1155	\$1310	\$1310	\$1310	\$1325	\$1330	\$1160	\$1275
4	\$1295	\$1145	\$1145	\$1300	\$1300	\$1300	\$1315	\$1320	\$1150	\$1265
3	\$1285	\$1135	\$1135	\$1295	\$1295	\$1295	\$1305	\$1310	\$1140	\$1255
2	\$1275	\$1125	\$1125	\$1285	\$1285	\$1285	\$1295	\$1300	\$1135	\$1245
1	\$1250	\$1100	\$1100	\$1275	\$1275	\$1225	\$1275	\$1285	\$1125	1/1 A \$1100

West/ Parking Lot View

West/Apt# Parking Lot	02 7 th street	04	06	08	10	12	14	16
Type	2/2 B	2/2 B	2/2 B	2/2 B	2/2 B	2/2 B	2/2 D	3/2 E
Square Ft	1085	1085	1085	1085	1085	1085	1287	1426
9	\$1350	\$1350	\$1350	\$1350	\$1350	\$1350	\$1450	\$1625
8	\$1335	\$1335	\$1335	\$1335	\$1335	\$1330	\$1435	\$1610

West/Apt# Parking Lot	02 7 th street	04	06	08	10	12	14	16	18
Type	2/2 B	2/2 B	2/2 B	2/2 B	2/2 B	2/2 B	1/1 A	1/1 A	2/2 C
Square Ft	1085	1085	1085	1085	1085	1085	845	845	1014
7	\$1325	\$1325	\$1325	\$1325	\$1325	\$1325	\$1170	\$1170	\$1325
6	\$1315	\$1315	\$1315	\$1315	\$1315	\$1315	\$1160	\$1160	\$1315
5	\$1305	\$1305	\$1305	\$1305	\$1305	\$1305	\$1150	\$1150	\$1305
4	\$1295	\$1295	\$1295	\$1295	\$1295	\$1295	\$1140	\$1140	\$1295
3	\$1285	\$1285	\$1285	\$1285	\$1285	\$1285	\$1130	\$1130	\$1285
2	\$1275	\$1275	\$1275	\$1275	\$1275	\$1275	\$1120	\$1120	\$1275
1	\$1250	\$1250	\$1250	\$1250	\$1250	\$1250	\$1100	\$1100	\$1250

Leased, [REDACTED], Model, Maint. Storage, [REDACTED]



Country Club Towers

All prices on this page are according to good credit *and certain restrictions applied*

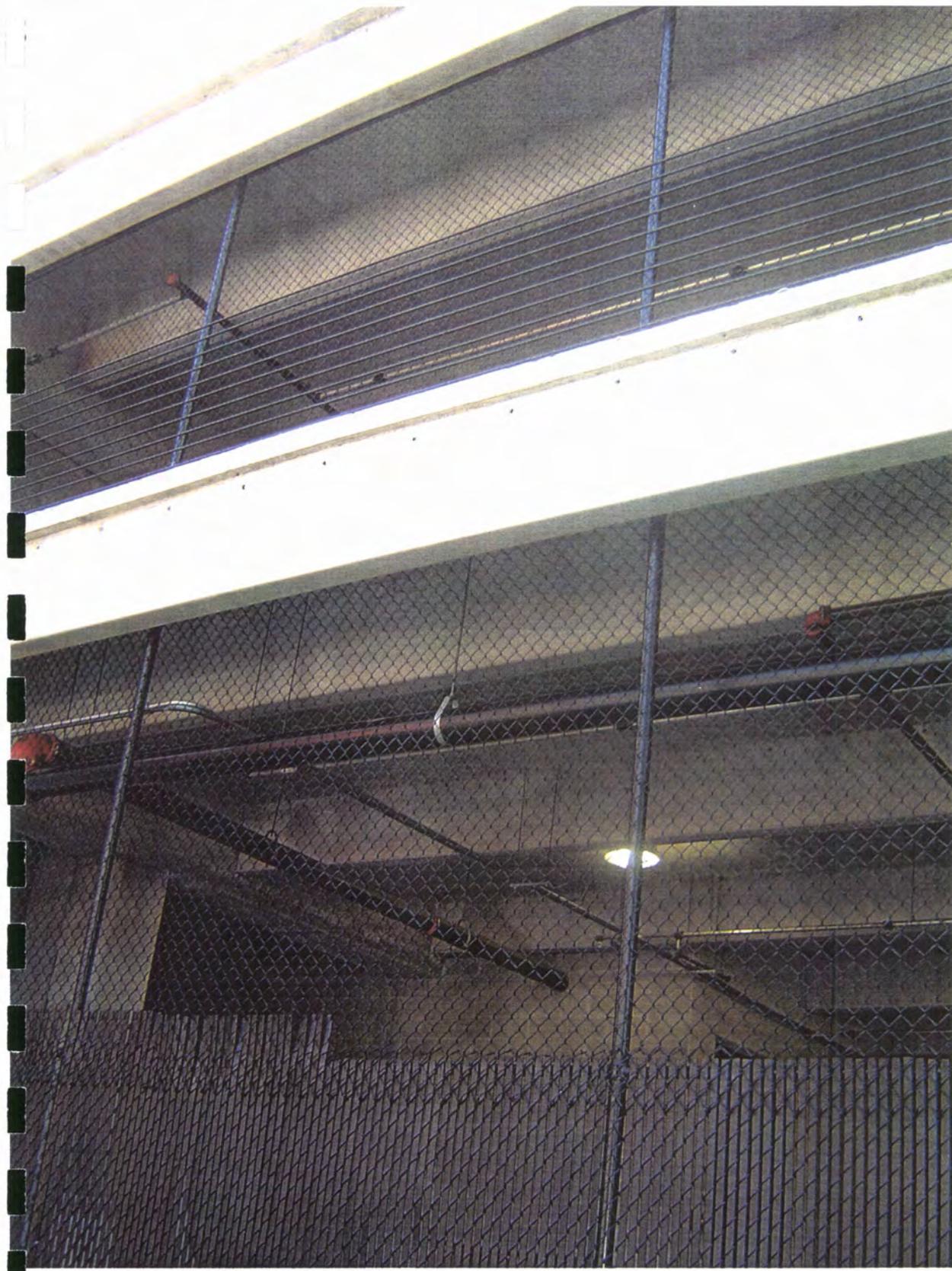
	Efficiency	Studio	1 - 1AD	1 - 1A	1-1 1/2	2-1/2-2B	2-2B	2-2D	3-2.
Market Price	\$650	\$690	\$785	\$800	\$810	\$970	\$995	\$1,030	\$1,295







0000





Holland+Knight

Tel 305 374 8500
Fax 305 789 7799

Holland & Knight LLP
701 Brickell Avenue, Suite 3000
Miami, FL 33131
www.hklaw.com

Juan J. Mayol, Jr.
305 789 7787
juan.mayol@hklaw.com

March 30, 2005

VIA HAND DELIVERY

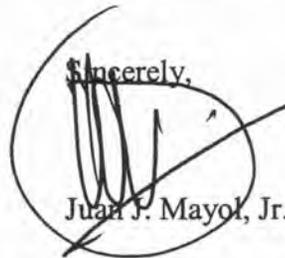
Nancy Rubin, Esq.
Legal Council, Miami-Dade County
Department of Planning and Zoning
111 NW 1st Street, 11th Floor
Miami, Florida 33128

Re: Public Hearing No. 2004-424 / Village Shopping Center Trust, LLC and Country Club Trust, LLC / Proposed Declaration of Restrictions (CZAB 5: 3/31/05)

Dear Nancy:

In connection with the above referenced public hearing, enclosed please find the executed Declarations of Restrictions and our opinion of title.

Thank you for your attention to this matter. Should you have any questions or comments, please do not hesitate to contact me.

Sincerely,

Juan J. Mayol, Jr.

JJM /ma

2684861_v1

RECEIVED
LEGAL COUNSEL SEC.
05 MAR 30 PM 2:55

This instrument prepared by:
Juan J. Mayol, Jr., Esq.
Holland & Knight LLP
701 Brickell Avenue
Suite 3000
Miami, Florida 33131

(Space Above For Clerk)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned Owners hold the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A" (the "North Parcel") and in Exhibit "B" (the "South Parcel"), attached hereto, and collectively referred to hereinafter as the "Property," and

IN ORDER TO ASSURE the **County** that representations made by the Owners during consideration of Public Hearing No. Z2004000424 (the "Application") will be abided by the Owners freely, voluntarily and without duress make the following Declaration of Restrictions (the "Declaration") covering and running with the Property:

- (1) That said Property shall be developed substantially in accordance with the plans previously submitted to the Miami-Dade County Department of Planning and Zoning (the "Plans"), prepared by Salvador M. Cruxent, entitled "Country Club Towers Second Phase II", dated signed and sealed the 17th day of February, 2005, except as modified to provide for compliance with all applicable landscaping regulations set forth in Chapter 18A of the Code of Miami-Dade County, Florida, as described in paragraph four (4) below, said Plans being on file with the Department of Planning and Zoning, and by reference made a part of this agreement, as may be further modified at the public hearing on the Application.
- (2) That the new residential development of said Property shall not exceed a total of three hundred thirty-five (335) dwelling units on the South Parcel, which shall be in addition to the existing dwelling units on the North Parcel.
- (3) That to the extent Severable Use Rights ("SURs") may be necessary to effectuate the Plans described in paragraph one (1) above, the Owners, its successors or assigns will purchase and apply the required SURs prior to obtaining final plat approval or to obtaining any building permits, whichever shall occur first.
- (4) That said Property shall be developed in compliance with all applicable landscaping regulations set forth in Chapter 18A of the Code of Miami-Dade County, Florida, being in full force and effect on the date this Declaration is recorded.
- (5) That the building located on the South Parcel entitled "Recreation/Gymnasium" on the Plans shall not utilized for any purpose other than as a community clubhouse/fitness center for Property residents and their guests and/or as a Property leasing office.

(Public Hearing)

- (6) That prior to final zoning inspection, the Owners, at their sole expense, shall provide and install two (2) bus stops in the public right-of-way along the Property and/or on said Property at locations to be approved by the Miami-Dade Transit Department.

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 owners are complying with the requirements of the building and zoning regulations and the conditions of this Declaration.

Covenant Running with the Land. This Declaration on the part of the Owners 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 Owners, 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. 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.

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 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, or other procedure permitted under the Miami-Dade County Code, 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

(Public Hearing)

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 Owners following the adoption by the Miami-Dade County Board of County Commissioners or Community Zoning Appeals Board of a resolution approving the Application and the expiration of all applicable appeal periods.

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.

Owners. The term Owners shall include the Owner(s), and their heirs, successors and assigns.

[Execution Pages Follow]

(Public Hearing)

Declaration of Restrictions

Page 5

Signed, witnessed, executed and acknowledged this 30th day of March, 2005.

Witnesses:

[Signature]

Print Name: REX H. BARKER

[Signature]

Print Name: Bennie BARKER

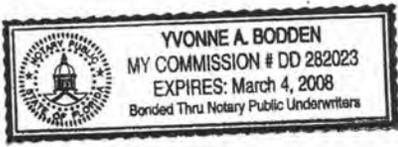
VILLAGE SHOPPING CENTER TRUST, LLC, a Florida limited liability company

By: [Signature]

Jose Milton
3211 Ponce De Leon Boulevard,
Suite 301
Coral Gables, Florida 33134

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

The foregoing instrument was acknowledged before me this 30th day of March, 2005 by JOSE MILTON, as Registered Agent of Village Shopping Center Trust, LLC, a Florida limited liability company, who is personally known to me or produced a valid driver's license as identification.



[Signature]
Notary Public
Print Name: YVONNE A. BODDEN
My Commission Expires: _____

Witnesses:

[Signature]

Print Name: REX H. BARKER

[Signature]

Print Name: BARRIE FERRERANO

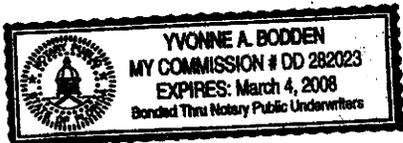
COUNTRY CLUB TRUST, LLC, a Florida limited liability company

By: [Signature]

Jose Milton
3211 Ponce De Leon Boulevard,
Suite 301
Coral Gables, Florida 33134

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

The foregoing instrument was acknowledged before me this 30th day of March, 2005 by JOSE MILTON, as REGISTERED AGENT of Country Club Trust, LLC, a Florida limited liability company, who is personally known to me or produced a valid driver's license as identification.



[Signature]
Notary Public
Print Name: YVONNE A. BODDEN
My Commission Expires: _____

Serial No. (None, if blank): _____

LEGAL DESCRIPTION
EXHIBIT "A"

TRACT "A", COUNTRY CLUB TOWERS SUBDIVISION, PLAT BOOK 117, PAGE 2,
PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND

TRACT "A", COUNTRY CLUB OF MIAMI VILLAGE CENTER, PLAT BOOK 99, PAGE 61,
PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

MIAMI-DADE COUNTY
OPINION OF TITLE

TO: MIAMI-DADE COUNTY, a political subdivision of the State of Florida

With the understanding that this Opinion of Title is furnished to MIAMI-DADE COUNTY, FLORIDA, as an inducement for acceptance of a Declaration of Restrictions, it is hereby certified that I have examined those title policies issued by First American Title Title Insurance Company Commitments Nos. 1062-387648 and 1062-387663 (the "Commitments"), which Commitments cover the period from the BEGINNING through November 8, 2003, at 8:00 a.m.; and an Attorney's Title Insurance Fund computer title update which covers the period of time from the Commitments through February 27, 2005 at 11:00 p.m., inclusive, of the following described real property located and situated in Miami-Dade County, Florida:

TRACT "A" of COUNTRY CLUB OF MIAMI VILLAGE CENTER, according to the plat thereof, as recorded in Plat Book 99, Page 61, of the Public Records of Miami-Dade County, Florida. (Parcel 1); and

TRACT "A" of COUNTRY CLUB TOWERS SUBDIVISION, according to the plat thereof, as recorded in Plat Book 117, Page 2, of the Public Records of Miami-Dade County, Florida (Parcel 2)

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

Village Shopping Center Trust, LLC., a Florida limited liability company (Parcel 1)
Country Club Trust, LLC., a Florida limited liability company (Parcel 2)

Subject to the following encumbrances, liens and other exceptions:

1. **RECORDED MORTGAGES:**

NONE

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

NONE

3. **GENERAL EXCEPTIONS:**

- (a) All taxes for the year 2001 and subsequent years.
- (b) Rights of persons other than the above owners who are in possession.
- (c) Facts that would be disclosed upon accurate survey.
- (d) Any unrecorded labor, mechanics' or materialmen's liens.
- (e) Zoning and other restrictions imposed by governmental authority.

4. SPECIAL EXCEPTIONS: (As to Parcel 1)

- A. Restrictions, dedications, conditions, reservations, easements and other matters as shown on the Plat of Country Club of Miami Village Center recorded in Plat Book 99, Page 61 of the Public Records of Miami-Dade County, Florida.
- B. Reservations as set forth as items 6 and 7 in Warranty Deed filed January 11, 1974 and recorded in Official Records Book 8560, Page 1614 of the Public Records of Miami-Dade County, Florida.
- C. Right-of-Way Agreement in favor of Florida Power and Light Company, as recorded under Clerk's File No. DD-164830 of the Public Records of Miami-Dade County, Florida.
- D. Protective Covenants recorded under Clerk's File No. 66R-139140 in Official Records Book 5196, Page 553, as modified by Amendment to Protective Covenants, filed June 30, 1971 recorded in Official Records Book 7280, Page 253, and as modified by Amendment to Protective Covenants filed May 24, 1973 and recorded in Official Records Book 8299, Page 169 of the Public Records of Miami-Dade County, Florida.
- E. Easement(s) in favor of Sunshine Utilities, Inc., a Florida corporation, as set forth in instrument(s), filed August 8, 1974 and recorded in Official Records Book 8750, Page 693, as assigned to Miami-Dade County Water and Sewer Authority by Assignment and Quitclaim of Right-of-Way, Permits and Easements filed in March 6, 1980 and recorded in Official Records Book 10678, Page 1952 of the Public Records of Miami-Dade County, Florida.
- F. Easement(s) in favor of Florida Power and Light Company set forth in instrument(s), filed May 2, 1975 and recorded in Official Records Book 8978, Page 1059 of the Public Records of Miami-Dade County, Florida.
- G. Easement Agreement between United Property Management, Inc., as Grantor, and TCI TKR of South Florida, Inc., as Operator, filed January 10, 2002 and recorded in Official Records Book 20134, Page 882 of the Public Records of Miami-Dade County, Florida.
- H. The rights of tenants in possession, as tenants only, under unrecorded leases.
- I. Any lien as provided for the Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges by any water, sewer or gas systems supplying the lands described therein.

SPECIAL EXCEPTIONS (As to Parcel 2)

- A. Restrictions, dedications, conditions, reservations, easements and other matters as shown on the Plat of Country Club Towers Subdivision recorded in Plat Book 117, Page 2 of the Public Records of Miami-Dade County, Florida.
- B. Reservations as set forth as Items 6, 7 and 8 in Warranty Deed filed June 30, 1971 and recorded in Official Records Book 7280, Page 256 of the Public Records of Miami-Dade County, Florida.

- C. Right-of-Way Agreement in favor of Florida Power & Light Company recorded under Clerk's File No. DD-164830 of the Public Records of Miami-Dade County, Florida.
- D. Assignment of Rights and Leases filed April 26, 1996 and recorded in Official Records Book 17180, Page 939 of the Public Records of Miami-Dade County, Florida.
- E. Agreement with Metropolitan Dade County Board of County Commissioners recorded in Official Records Book 7397, Page 597 of the Public Records of Miami-Dade County, Florida.
- F. Agreement with Metropolitan Dade County Board of County Commissioners recorded in Official Records Book 7397, Page 604 of the Public Records of Miami-Dade County, Florida.
- G. Agreement with Metropolitan Dade County Board of County Commissioners recorded in Official Records Book 7397, Page 620 of the Public Records of Miami-Dade County, Florida.
- H. Easement(s) in favor of Sunshine Utilities, Inc., a Florida corporation, set forth in instrument(s) filed August 8, 1974 and recorded in Official records Book 8750, Page 693, as assigned to Miami-Dade County Water and Sewer Authority by Assignment and Quitclaim of Right-of-Way, Permits and Easements filed March 6, 1980 and recorded in Official Records Book 10678, Page 1952 of the Public Records of Miami-Dade County, Florida.
- I. Agreement for the Construction of water Facilities and for the Provision of Water Service filed January 16, 1981 and recorded in Official Records Book 10988, page 1684 of the Public Records of Miami-Dade County, Florida.
- J. Agreement for the Construction of Sanitary Sewage Facilities and for the Disposal of Sanitary Sewage filed January 16, 1981 and recorded in Official Records Book 10988, Page 1708 of the Public Records of Miami-Dade County, Florida.
- K. Grant of Easement in favor of Miami-Dade Water and Sewer Authority set forth ins instrument(s) filed August 31, 1981 and recorded in Official Records Book 11200, Page 11299 of the Public Records of Miami-Dade County, Florida.
- L. Grant of Easement in favor of Storer Cable TV of Florida, Inc., a set forth in instrument(s) filed October 28, 1985 and recorded in Official Records Book 12681, Page 648 of the Public Records of Miami-Dade County, Florida.
- M. The rights of tenants in possession, as tenants only, under unrecorded lease.

ALL RECORDING INFORMATION REFERS TO THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

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>
Village Shopping Center Trust, LLC., a Florida limited liability company (Parcel 1)	Owners	
Country Club Trust, LLC., a Florida limited liability company (Parcel 2)		

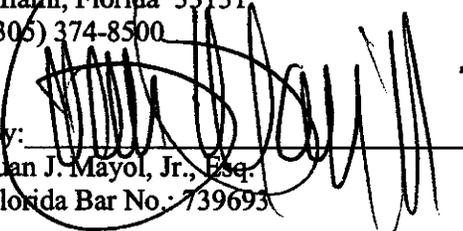
I HEREBY CERTIFY that the legal description contained in this Opinion of Title coincides with, and is the same as, the legal description in the proffered, recordable agreement.

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 30 day of March, 2005.

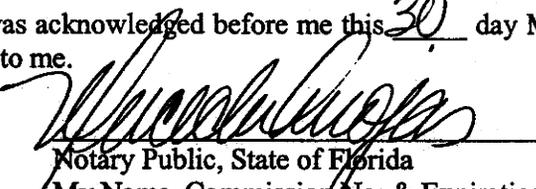
Very truly yours,

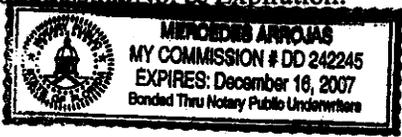
HOLLAND & KNIGHT, LLP
701 Brickell Avenue, Suite 3000
Miami, Florida 33131
(305) 374-8500

By: 
Juan J. Mayol, Jr., Esq.
Florida Bar No.: 739693

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 30 day March, 2005, by Juan J. Mayol, Jr., who is personally known to me.


Notary Public, State of Florida
My Name, Commission No. & Expiration:



LEGAL DESCRIPTION
EXHIBIT "A"

TRACT "A", COUNTRY CLUB TOWERS SUBDIVISION, PLAT BOOK 117, PAGE 2,
PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND

TRACT "A", COUNTRY CLUB OF MIAMI VILLAGE CENTER, PLAT BOOK 99, PAGE 61,
PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.



This instrument prepared by:
Juan J. Mayol, Jr., Esq.
Holland & Knight LLP
701 Brickell Avenue
Suite 3000
Miami, Florida 33131

(Space Above For Clerk)

**COVENANT RUNNING WITH THE LAND
IN LIEU OF UNITY OF TITLE
(Rental Residential)**

KNOW ALL BY THESE PRESENTS that the undersigned Owners hereby make, declare and impose on the land herein described, these easements and covenants running with the title to the land, which shall be binding on the Owners, all heirs, successors and assigns, personal representatives, mortgagees, lessees, and against all persons claiming by, through or under them;

WHEREAS, the undersigned Owners hold the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A" (the "North Parcel") and in Exhibit "B" (the "South Parcel"), attached hereto, and collectively referred to hereinafter as the "Property",

WHEREAS, Owners are desirous of developing the Property for residential purposes and want to assure Miami-Dade County that the integrity of the large scale development will be built in accordance with proffered plans consistent with Section 33-31 of the Code of Miami-Dade County, and

WHEREAS, Owners may wish to develop the same in phases or stages and are executing this instrument to assure the County that the development will not violate the Zoning Code of Miami-Dade County when it is so developed.

NOW THEREFORE, in consideration of the premises, Owners hereby freely, voluntarily and without duress agree as follows:

- (1) This agreement on the part of the Owners shall constitute a covenant running with the land and will be recorded, at Owners' expense, in the Public Records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the heirs, successors and assigns of the respective parties hereto, until such time as the same is released in writing as hereinafter provided.
- (2) The Property shall be developed substantially in accordance with the site plan entitled "Country Club Towers Second Phase II", prepared by Salvador M. Cruxent dated signed and sealed the 17th day of February, 2005, said plans being on file with the Department of Planning and Zoning, and by reference made a part of this agreement. No modification shall be effected in said site plan without the written consent of the Miami-Dade County Department of Planning and Zoning.

(Public Hearing)

Declaration of Restrictions

Page 2

- (3) The Property shall be developed in compliance with all applicable landscaping regulations set forth in Chapter 18A of the Code of Miami-Dade County, Florida, being in full force and effect on the date this Declaration is recorded.
- (4) Each phase, or stage, shall be developed in substantial accordance with said site plan.
- (5) Each phase, or stage of development, when standing independently or in conjunction with existing, developed, contiguous phases or stages, shall meet all zoning requirements. This section shall not be subject to a request for a variance or modification.
- (6) In the event multiple ownerships are created subsequent to said site plan approval, each of the subsequent owners, mortgages, heirs, assigns and other parties in interest shall be bound by the terms, provisions and conditions of this instrument.
- (7) In the event that the Property is used as residential condominiums subsequent to said site plan approval, the Owners, their heirs, successors or assigns shall, at that time, create a homeowner's or condominium association for the entire development as a master association which shall provide for the maintenance of all common areas, roadways, cross-easements and other amenities common to the entire parcel of land of the Property. This shall not preclude individual condominiums or associations for each phase or stage from maintaining their own buildings or their own common areas so long as said associations and condominiums, or members thereof, are members of the master association and each such condominium or association are required hereby, to be members of the master association.
- (8) Where necessary, and to the extent necessary, Owners hereby reserve easements and hereby grant reciprocal cross-easements to the owners of each phase or stage of development, in and over the Property for utilities, water and sewer lines, common parking areas, streets, driveways, entrance and exits, etc., so that the integrity of the development shall be maintained.
- (9) Owners shall provide for permanent and safe access for pedestrian and vehicular traffic within the development and particularly for right of access for fire, police, health, sanitation and other public service personnel vehicles. The streets or accessways shall be installed and maintained by the Owners, including, but not limited to, sidewalks, drainage facilities, water, sewers and fire hydrants, meeting the approval of the Planning and Zoning Director and the Public Works Director.
- (10) As further part of this covenant, 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 owners are complying with the requirements of the building and zoning regulations and the conditions of this covenant.
- (11) This covenant shall become effective upon recordation in the public records of Miami-Dade County, Florida, and shall continue in effect for a period of thirty (30) years after the date of such recordation, after which time it shall be extended automatically for successive periods of ten (10) years each, unless released as provided herein.

(Public Hearing)

- (12) This covenant may be released, amended, or modified from time to time by recorded instrument by the then owner or owners of all of the Property, with joinders by all mortgages, 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, or other procedure permitted under the Miami-Dade County Code, whichever by law has jurisdiction over such matters, after public hearing, if required.

Should this covenant be so released, amended, or modified, 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 release, modification, or amendment.

- (13) 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 covenant 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.
- (14) In the event the terms of this covenant 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 the owners comply with this covenant.
- (15) 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.
- (16) 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 covenant.

- (17) 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
- (18) This covenant shall be filed of record in the public records of Miami-Dade County, Florida at the cost to the Owners following the adoption by the Miami-Dade County Board of County Commissioners or Community Zoning Appeals Board of a resolution approving the Application and the expiration of all applicable appeal periods.
- (19) Acceptance of this covenant 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.
- (20) The term Owners shall include the Owners, and their heirs, successors and assigns.

[Execution Pages Follow]

Witnesses:

COUNTRY CLUB TRUST, LLC, a
Florida limited liability company

[Signature]

Print Name: REX M. BARKER

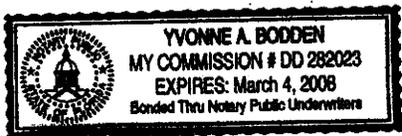
[Signature]

Print Name: BENITIC BAQUEDANO

By: [Signature]
Jose Milton
3211 Ponce De Leon Boulevard,
Suite 301
Coral Gables, Florida 33134

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

The foregoing instrument was acknowledged before me this 30th day of March, 2005 by JOSE MILTON, as REGISTERED AGENT of Country Club Trust, LLC, a Florida limited liability company, who is personally known to me or produced a valid driver's license as identification.



[Signature]
Notary Public
Print Name: YVONNE A. BODEN
My Commission Expires: _____

Serial No. (None, if blank): _____

2716707_v1

(Public Hearing)

Declaration of Restrictions

Page 4

Signed, witnessed, executed and acknowledged this 30th day of March, 2005.

Witnesses:

[Signature]

Print Name: REX M. BARKER

[Signature]

Print Name: Barrie Biquedano

VILLAGE SHOPPING CENTER TRUST, LLC, a Florida limited liability company

By: [Signature]

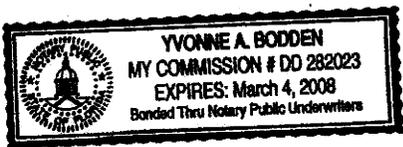
Jose Milton
3214 Ponce De Leon Boulevard,
Suite 301
Coral Gables, Florida 33134

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

The foregoing instrument was acknowledged before me this 30th day of March, 2005 by JOSE MILTON, as Registered Agent of Village Shopping Center Trust, LLC, a Florida limited liability company, who is personally known to me or produced a valid driver's license as identification.

[Signature]

Notary Public
Print Name: YVONNE A. BODDEN
My Commission Expires: _____



(Public Hearing)

LEGAL DESCRIPTION
EXHIBIT "A"

TRACT "A", COUNTRY CLUB TOWERS SUBDIVISION, PLAT BOOK 117, PAGE 2,
PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND

TRACT "A", COUNTRY CLUB OF MIAMI VILLAGE CENTER, PLAT BOOK 99, PAGE 61,
PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.



**PROPOSED DEVELOPMENT
IMPACT FEES**

LAND USE	RESIDENTIAL (335 Rental Apartments)
Roadways	\$313,560.00
Fire	\$62,776.00
Police	\$33,932.00
Water & Sewer	\$93,130.00 \$375,200.00
Schools	\$519,476.00*
Parks	\$248,486.00

TOTAL IMPACT FEES: \$1,646,560.00

* Based upon an average of 1012 square feet

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LAND USE	ROAD	ROAD	FIRE	POLICE	SCHOOL	PARKS	PARKS	PARKS	UNITS
	W 77 AVE	E 77 AVE				DIST 1 N SW 8 ST	DIST 2 Middle	DIST 3 S SW 184 ST	
<u>Port and Terminal</u> Dock Terminals	\$1.55	\$1.477	\$0.1664	\$0.147					sq. ft.
<u>Industrial</u> Industrial Park	\$1.096	\$1.044	\$0.1664	\$0.147					sq. ft.
Manufacturing	\$0.605	\$0.577	\$0.1664	\$0.147					sq. ft.
Warehousing	\$0.767	\$0.731	\$0.1664	\$0.147					sq. ft.
Multi-Warehouse	\$0.41	\$0.391	\$0.1664	\$0.147					sq. ft.
<u>Residential</u> Single Family Detached	\$1,307	\$1,242	\$176.73	\$101.29	\$612.00	\$1,453.40	\$1,222.28	\$842.80	unit
Total road, fire, police, park & school W. 77 Ave. E. 77 Ave.									
						\$3,650.42	\$3,419.30	\$3,039.82	
						\$3,585.42	\$3,354.30	\$2,974.82	
plus (max. 3,800 sq. ft. per unit)									
Apartment (Rentals)	\$983	\$936	\$187.39	\$101.29	\$612.00	\$741.75	\$725.63	\$540.73	sq. ft.
Total road, fire, police, park & school W. 77 Ave. E. 77 Ave.									
						\$2,625.43	\$2,609.31	\$2,424.41	
						\$2,578.43	\$2,562.31	\$2,377.41	
plus (max. 3,800 sq. ft. per unit)									
Condominium	\$921	\$877	\$187.39	\$101.29	\$612.00	\$741.75	\$725.63	\$540.73	unit
Total road, fire, police, park & school W. 77 Ave. E. 77 Ave.									
						\$2,563.43	\$2,547.31	\$2,362.41	
						\$2,519.43	\$2,503.31	\$2,318.41	
plus (max. 3,800 sq. ft. per unit)									
Apartment	\$921	\$877	\$187.39	\$101.29	\$612.00	\$1,247.01	\$998.68	\$785.83	sq. ft.
Total road, fire, police, park & school W. 77 Ave. E. 77 Ave.									
						\$3,068.69	\$2,820.36	\$2,607.51	unit
						\$3,024.69	\$2,776.36	\$2,563.51	
plus (max. 3,800 sq. ft. per unit)									
Mobile Home	\$756	\$720	\$176.73	\$101.29	\$612.00	\$1,453.40	\$1,222.28	\$842.80	sq. ft.
Total road, fire, police, park & school W. 77 Ave. E. 77 Ave.									
						\$3,099.42	\$2,868.30	\$2,488.82	unit
						\$3,063.42	\$2,832.30	\$2,452.82	
plus (max. 3,800 sq. ft. per unit)									
					\$0.918				sq. ft.
<u> Lodging</u> Hotel	\$1,094	\$1,042	\$0.3848	\$0.147					room/sq. ft.
Hotel	\$1,281	\$1,220	\$0.3848	\$0.147					room/sq. ft.
<u>Recreational</u> Marina	\$465	\$443	\$0.2912	\$0.147					berth/sq. ft.
Golf Course	\$5,910	\$5,631	\$0.2912	\$0.147					hole/sq. ft.
Tennis Club	\$6,745	\$6,427	\$0.2912	\$0.147					Court/sq. ft.
<u>Institutional</u> Elementary School	\$31	\$30	\$0.2912	\$0.147					St. Sta./sq. ft.
High School	\$127	\$121	\$0.2912	\$0.147					St. Sta./sq. ft.
Community College	\$209	\$199	\$0.2912	\$0.147					St. Sta./sq. ft.
University	\$373	\$355	\$0.2912	\$0.147					St. Sta./sq. ft.
Church/Synagogue	\$0.857	\$0.817	\$0.2912	\$0.147					sq. ft.
Nursing Home	\$1.138	\$1.085	\$0.2912	\$0.147					sq. ft.
<u>Medical</u> Hospital	\$1.543	\$1.470	\$0.3848	\$0.147					sq. ft.
Nursing Home	\$239	\$228	\$0.3848	\$0.147					bed/sq. ft.
<u>Office</u> General Office Building									
1 - 50,000	\$2.607	\$2.484	\$0.2392	\$0.147					sq. ft.
50,001 - 100,000	\$2.206	\$2.102	\$0.2392	\$0.147					sq. ft.
100,001 - 200,000	\$1.863	\$1.775	\$0.2392	\$0.147					sq. ft.
200,001 - 300,000	\$1.693	\$1.614	\$0.2392	\$0.147					sq. ft.
300,001 - 400,000	\$1.566	\$1.492	\$0.2392	\$0.147					sq. ft.
400,001 - 500,000	\$1.486	\$1.416	\$0.2392	\$0.147					sq. ft.
500,001 - 600,000	\$1.423	\$1.356	\$0.2392	\$0.147					sq. ft.
600,001 - 700,000	\$1.376	\$1.311	\$0.2392	\$0.147					sq. ft.
700,001 - more	\$1.33	\$1.268	\$0.2392	\$0.147					sq. ft.
Medical Office Building	\$3.142	\$2.994	\$0.2392	\$0.147					sq. ft.
Research Center	\$1.211	\$1.154	\$0.2392	\$0.147					sq. ft.
Business Park	\$2.259	\$2.153	\$0.2392	\$0.147					sq. ft.
<u>Retail</u> 1 - 10,000	\$2.408	\$2.294	\$0.2912	\$0.147					sq. ft.
10,001 - 50,000	\$1.317	\$1.255	\$0.2912	\$0.147					sq. ft.
50,001 - 100,000	\$1.015	\$0.967	\$0.2912	\$0.147					sq. ft.
100,001 - 200,000	\$2.606	\$2.483	\$0.2912	\$0.147					sq. ft.
200,001 - 300,000	\$2.367	\$2.256	\$0.2912	\$0.147					sq. ft.
300,001 - 400,000	\$3.766	\$3.589	\$0.2912	\$0.147					sq. ft.
400,001 - 500,000	\$3.585	\$3.417	\$0.2912	\$0.147					sq. ft.
500,001 - 600,000	\$3.486	\$3.322	\$0.2912	\$0.147					sq. ft.
600,001 - 800,000	\$3.409	\$3.249	\$0.2912	\$0.147					sq. ft.
800,001 - 1,000,000	\$3.431	\$3.269	\$0.2912	\$0.147					sq. ft.
1,000,001 - 1,200,000	\$3.474	\$3.311	\$0.2912	\$0.147					sq. ft.
1,200,001 - more	\$3.374	\$3.215	\$0.2912	\$0.147					sq. ft.
<u>Services</u> Nursery Garden	\$2.02	\$1.925	\$0.2912	\$0.147					sq. ft.
Quality Restaurant	\$11.38	\$10.845	\$0.2912	\$0.147					sq. ft.
High Turnover Restaurant	\$9.441	\$8.996	\$0.2912	\$0.147					sq. ft.
Fast Food Restaurant	\$9.081	\$8.654	\$0.2912	\$0.147					sq. ft.
Car Sales	\$5.649	\$5.384	\$0.2912	\$0.147					sq. ft.
Service Stations	\$2.103	\$2.004	\$0.2912	\$0.147					Pump/sq. ft.
Convenience Retail	\$10.602	\$10.103	\$0.2912	\$0.147					sq. ft.
Bank (Walk-in)	\$2.02	\$1.925	\$0.2392	\$0.147					sq. ft.
Bank (Drive-in)	\$3.81	\$3.631	\$0.2392	\$0.147					sq. ft.



This instrument prepared by:
William W. Riley, Esquire
Bilzin, Sumberg Baena Price & Axelrod LLP
2500 Wachovia Financial Center
200 South Biscayne Boulevard
Miami, Florida 33131-5340

(Space Above For Recorder's Use Only)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned ("Owner") holds the fee simple title to real property lying, being and situated in Miami-Dade County, Florida, described in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Owner has filed a zoning application with the Miami-Dade County Department of Planning and Zoning referred to as Public Hearing Application No. Z2004000424, Jose Milton and Village Shopping Center Trust (the "Application");

IN ORDER TO ASSURE the School Board of Miami-Dade County (the "School Board") that the representations made by the Owner during consideration of Public Hearing No. Z2004000424 will be freely, voluntarily and without duress abided by the Owner, its successors or assigns, the Owner makes the following Declaration of Restrictions covering and running with the Property:

1. This Declaration shall become final and shall be recorded in the Public Records of Miami-Dade County and is conditioned upon the approval of Public Hearing Application No. Z2004000424 by the Board of County Commissioners and/or Community Zoning Appeals Board No. 5 of Miami-Dade County, Florida and the expiration of all applicable appeal periods.
2. In order to address the impact of the development of the Property on the Miami-Dade County Public Schools, the Owner shall contribute to the School Board ninety thousand (\$90,000.00) dollars based on a development density of six hundred fifty-five (655) residential units on the Property, representing a density increase of two hundred fifty-one (251) residential units generating one hundred eight (108) students (the "Contribution"). The Contribution shall be in addition to the school impact fees required by Section 33-K of the Miami-Dade County Code for the development of the Property and no impact fee credit shall be sought by the Owner for the Contribution. The Contribution shall be utilized first for capital improvements at Palm Springs North Elementary School, and to the extent that there are no pending or proposed capital improvements at the foregoing school, then for capital improvements at other schools within the affected feeder pattern.

Declaration of Restrictions

Page 2

To the extent that fewer than six hundred fifty-five (655) units are approved by Miami-Dade County, the amount of the contribution shall be reduced on a pro rata basis of \$833.34 per student.

3. Payment of the Contribution shall be made in full prior to Miami-Dade County issuing a final plat for the Property.
4. **Covenant Running with the Land.** This Declaration on the part of the Owner shall constitute a covenant running with the land and shall be recorded in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the Owner, and its 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 Property described herein and for the public welfare.
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 a majority of 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 School Board. However, upon completion of the payment described in paragraph 2, the School Board may release this Declaration as described in paragraph 6.
6. **Modification, Amendment, Release.** The Declaration of Restrictions may be modified, amended, or released as to the land herein described, or any portion thereof, by written instrument executed by the, then owner(s) of all Property covered under said modification, amendment, or release, including joinders of all mortgagees, if any, provided that the same is also approved by the School Board after public hearing. In the event that payment of the applicable contribution is paid at the time the modification, amendment, or release is requested by the then owners of the Property, the Superintendent of Miami-Dade County Public Schools, or his/her designee, shall have the authority to release the Declaration of Restrictions, without a public hearing.
7. **Enforcement.** Enforcement by the Owner or the School Board shall be by action authorized by law, and initiated by the Owner or School Board 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 attorney's fees. This enforcement provision shall be in addition to any other remedies available at law or in equity or both. Nothing contained herein shall prevent the School Board from objecting to the issuance of any plats sought in violation of this Declaration by the Owners, its successors and assigns.

8. **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 Owner agrees that 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.
9. **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.
10. **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.
11. **Severability.** Invalidation of any one of these covenants, by judgment of Court, in no way shall affect any of the other provisions which shall remain in full force and effect.
12. **Recording.** This Declaration shall become final and shall be recorded in the public records of Miami-Dade County, Florida at the cost of the Owner following the approval and acceptance of the Declaration by the School Board. The Owner is responsible for providing the School Board with a recorded copy of the Declaration once the Declaration is recorded.

[SIGNATURE PAGE FOLLOWS]

Declaration of Restrictions

Page 4

Signed, witnessed, executed and acknowledged this 9th day of March, 2005.

TRUST

Witnesses:

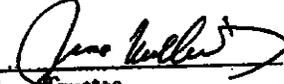


Print Name: REX H. BARKER



Print Name: BEATRICE BARKSDALE

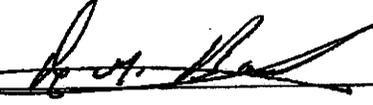
VLLAGE SHOPPING CENTER TRUST

By: 

Jose Milton Trustee
3211 Ponce De Leon Boulevard,
Suite 301
Coral Gables, Florida 33134

INDIVIDUAL

Witnesses:



Print Name: REX H. BARKER



Print Name: BEATRICE BARKSDALE

By: 

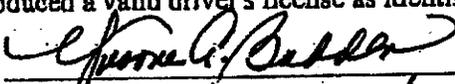
Jose Milton
3211 Ponce De Leon Boulevard,
Suite 301
Coral Gables, Florida 33134

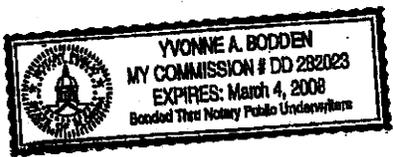
Declaration of Restrictions

Page 5

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

The foregoing instrument was acknowledged before me this 9th day of March, 2005 by JOSE MILTON, who is personally known to me or produced a valid driver's license as identification.


Notary Public
Print Name: YVONNE A. BODDEN



My Commission Expires: _____
Serial No. (None, if blank): _____

LEGAL DESCRIPTION
EXHIBIT "A"

TRACT "A", COUNTRY CLUB TOWERS SUBDIVISION, PLAT BOOK 117, PAGE 2,
PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND

TRACT "A", COUNTRY CLUB OF MIAMI VILLAGE CENTER, PLAT BOOK 99, PAGE 61,
PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.



Holland+Knight

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Holland & Knight LLP
701 Brickell Avenue, Suite 3000
Miami, FL 33131
www.hklaw.com

Michael A. Freire
michael.freire@hklaw.com
305 789-7792 tel 305 789 7799 fax

March 29, 2005

VIA HAND DELIVERY

Nancy Rubin, Esq.
Legal Counsel
Miami-Dade County
Dept. of Planning & Zoning
111 N.W. First Street, 11th Floor
Miami, FL 33128

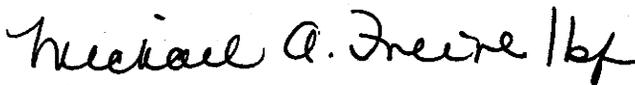
Re: Jose Milton (04-424)

Dear Ms. Rubin:

Enclosed please find revised disclosures of interest forms in connection with the above-referenced application. As you know this matter is scheduled to be heard by CZAB-5, Thursday, March 31, 2005.

Thank you for your considerate attention to this matter. As always, please do not hesitate to contact me if you have any questions or concerns.

Very truly yours,



Michael A. Freire
Land Use Consultant

Enclosures

cc: Franklin Gutierrez ✓

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RECEIVED
LEGAL COUNSEL SEC.
05 MAR 29 PM 3:38

DISCLOSURE OF INTEREST*

If a CORPORATION owns or leases the subject property, list principal, stockholders and percent of stock owned by each. [Note: Where principal officers or stockholders consist of other corporation(s), trust(s), partnership(s) or similar entities, further disclosure shall be made to identify the natural persons having the ultimate ownership interest].

CORPORATION NAME: Country Club Trust, LLC.. a Florida limited liability company

NAME AND ADDRESS	Percentage of Stock
JOSE MILTON	100%
3211 PONCE DE LEON BLVD. #301	
CORAL GABLES, FLORIDA 33134	

If a TRUST or ESTATE owns or leases the subject property, list the trust beneficiaries and percent of interest held by each. [Note: Where beneficiaries are other than natural persons, further disclosure shall be made to identify the natural persons having the ultimate ownership interest].

TRUST/ESTATE NAME: _____

NAME AND ADDRESS	Percentage of Interest

If a PARTNERSHIP owns or leases the subject property, list the principals including general and limited partners. [Note: Where partner(s) consist of other partnership(s), corporation(s), trust(s) or similar entities, further disclosure shall be made to identify the natural persons having the ultimate ownership interests].

PARTNERSHIP OR LIMITED PARTNERSHIP NAME: _____

NAME AND ADDRESS	Percentage of Ownership

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TO 27792#888060#1#9 P.03

If there is a **CONTRACT FOR PURCHASE** by a Corporation, Trust or Partnership, list purchasers below including principal officers, stockholders, beneficiaries or partners. [Note: Where principal officers, stockholders, beneficiaries or partners consist of other corporations, trusts, partnerships or similar entities, further disclosure shall be made to identify natural persons having ultimate ownership interests].

NAME OF PURCHASER: Joe

NAME AND ADDRESS (if applicable)	Percentage of Interest

Date of contract: _____

If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership or trust:

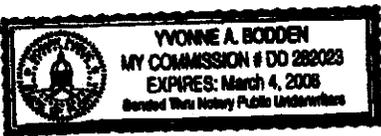
NOTICE: For changes of ownership or changes in purchase contracts after the date of the application, but prior to the date of final

The above is a full disclosure of all parties of interest in this application to the best of my knowledge and belief.

Signature: ✓ Joe

Sworn to and subscribed before me this 29 day of March 2005. Affiant is personally known to me or has produced _____ as identification.

Yvonne A. Boden
(Notary Public)



My commission expires _____

*Disclosure shall not be required of: 1) any entity, the equity interests in which are regularly traded on an established securities market in the United States or another country; or 2) pension funds or pension trusts of more than five thousand (5,000) ownership interests; or 3) any entity where ownership interests are held in a partnership, corporation or trust consisting of more than five thousand (5,000) separate interests, including all interests at every level of ownership and where no one (1) person or entity holds more than a total of five per cent (5%) of the ownership interest in the partnership, corporation or trust. Entities whose ownership interests are held in a partnership, corporation, or trust consisting of more than five thousand (5,000) separate interests, including all interests at every level of ownership, shall only be required to disclose those ownership interest which exceed five (5) percent of the ownership interest in the partnership, corporation or trust.

DISCLOSURE OF INTEREST*

If a CORPORATION owns or leases the subject property, list principal stockholders and percent of stock owned by each. [Note: Where principal officers or stockholders consist of other corporation(s), trust(s), partnership(s) or similar entities, further disclosure shall be made to identify the natural persons having the ultimate ownership interest].

CORPORATION NAME: Village Shopping Center Trust, LLC, a Florida limited liability company

NAME AND ADDRESS	Percentage of Stock
JOSE MILTON	100%
3211 PONCE DE LEON BLVD. #301	
CORAL GABLES, FLORIDA 33134	

If a TRUST or ESTATE owns or leases the subject property, list the trust beneficiaries and percent of interest held by each. [Note: Where beneficiaries are other than natural persons, further disclosure shall be made to identify the natural persons having the ultimate ownership interest].

TRUST/ESTATE NAME: _____

NAME AND ADDRESS	Percentage of Interest

If a PARTNERSHIP owns or leases the subject property, list the principals including general and limited partners. [Note: Where partner(s) consist of other partnership(s), corporation(s), trust(s) or similar entities, further disclosure shall be made to identify the natural persons having the ultimate ownership interests].

PARTNERSHIP OR LIMITED PARTNERSHIP NAME: _____

NAME AND ADDRESS	Percentage of Ownership

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If there is a **CONTRACT FOR PURCHASE** by a Corporation, Trust or Partnership, list purchasers below including principal officers, stockholders, beneficiaries or partners. [Note: Where principal officers, stockholders, beneficiaries or partners consist of other corporations, trusts, partnerships or similar entities, further disclosure shall be made to identify natural persons having ultimate ownership interests].

NAME OF PURCHASER: Jone

NAME AND ADDRESS (if applicable)	Percentage of Interest

Date of contract: _____

If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership or trust:

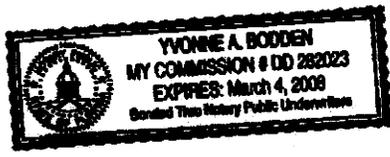
NOTICE: For changes of ownership or changes in purchase contracts after the date of the application, but prior to the date of final

The above is a full disclosure of all parties of interest in this application to the best of my knowledge and belief.

Signature: ✓ Joe Kuller

Sworn to and subscribed before me this 29 day of March. Affiant is personally known to me or has produced _____ as identification.

Yvonne A. Boden
(Notary Public)



My commission expires _____

*Disclosure shall not be required of: 1) any entity, the equity interests in which are regularly traded on an established securities market in the United States or another country; or 2) pension funds or pension trusts of more than five thousand (5,000) ownership interests; or 3) any entity where ownership interests are held in a partnership, corporation or trust consisting of more than five thousand (5,000) separate interests, including all interests at every level of ownership and where no one (1) person or entity holds more than a total of five per cent (5%) of the ownership interest in the partnership, corporation or trust. Entities whose ownership interests are held in a partnership, corporation, or trust consisting of more than five thousand (5,000) separate interests, including all interests at every level of ownership, shall only be required to disclose those ownership interest which exceed five (5) percent of the ownership interest in the partnership, corporation or trust.

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