

complying with the requirements of the zoning regulations and the conditions in this Declaration.

- (3) **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, at Owner's expense, in the public records of the County and shall remain in full force and effect and be binding upon the undersigned Owner, 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 and for the benefit of the County and the public welfare. Owner acknowledges that acceptance of this Declaration does not in any way obligate or provide a limitation on the County.
- (4) **Term.** This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the then owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by the County.
- (5) **Modification, Amendment, Release.** This Declaration may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the then owner(s) of all of the Property, including joinders of all mortgagees, if any, provided that the same is also approved by the Board of County Commissioners after public hearing.

Should this Declaration 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.
- (6) **Enforcement.** Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.
- (7) **Authorization for the 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 Owner complies with this Declaration.
- (8) **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.

Declaration of Restrictions

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- (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, 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
- (12) **Recording.** This Declaration shall be filed of record in the public records of the County, at Owners expense following the final approval of the Application. This Declaration shall become effective immediately upon recordation. Notwithstanding the previous sentence, if any appeal is filed, and the disposition of such appeal results in the denial of the Application, then this Declaration shall be null and void and of no further effect. Upon the disposition of an appeal that results in the denial of the Application, and upon written request, the Director of the Department of Planning and Zoning or the executive officer of the successor of said department, or in the absence of such director or executive officer by his/her assistant in charge of the office in his/her absence, shall forthwith execute a written instrument, in recordable form, acknowledging that this Declaration is null and void and of no further effect.
- (13) **Acceptance of Declaration.** Acceptance of this Declaration does not obligate the County in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the Board of County Commissioners and/or any appropriate Community Zoning Appeals Board retains its full power and authority to deny each such application in whole or in part and to decline to accept any conveyance or dedication.
- (14) **Owner.** The term Owner shall include the Owner, and its heirs, successors and assigns.

Signed, witnessed, executed and acknowledged this 7 day of February, 2008.

LIBERTY STATION, INC.,
a Florida corporation

BY: *Claudia Fontecilla*
Claudia Fontecilla, Vice President

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

The foregoing instrument was acknowledged before me this 27 day of Feb , 2008,
by Claudia Fontecilla, who is personally known to me or produced a valid driver's license as
identification

Notary Public
Sign Name: *Maureen Diaz*
Print Name: Maureen Diaz
MY COMMISSION EXPIRES: Jan 18, 2012



EXHIBIT "A"

LEGAL DESCRIPTION:

LOTS 9, 10, 11, 12, 13 AND 14, BLOCK 6 OF
"BELLEVUE BISCAYNE" ACCORDING TO THE PLAT
THEREOF AS RECORDED IN PLAT BOOK 17 AT PAGE 29
OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA

STATE OF FLORIDA, COUNTY OF DADE
I, the undersigned, being a true copy of the
original filed in this office on 24 day of
March, A.D. 2004
WITNESS my hand and Official Seal.
HARVEY RUVIN, CLERK, of Circuit and County Courts
By Wet D.C.



OPINION OF TITLE

To: Miami-Dade County

With the understanding that this Opinion of Title is furnished to Miami-Dade County, as inducement for acceptance of a Declaration of Restrictions or in compliance with Chapter 33, covering the real property, hereinafter described, it is hereby certified that I have examined a complete Abstract of Title covering the period from the beginning to the 17th day of January, 2008, at the hour of 11:00 pm, inclusive, of the following described property:

See attached Exhibit "A"

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

Liberty Station, Inc., a Florida corporation

Subject to the following encumbrances, liens and other exceptions:

1. RECORDED MORTGAGES:

Mortgage, Assignment of Leases and Rents and Security Agreement from Liberty Station, Inc., a Florida corporation to U.S. Century Bank, a Florida banking corporation, recorded June 22, 2206, in Official Records Book 24658, at Page 0273, in the Public Records of Miami-Dade County, Florida.

2. RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS:

NONE

3. GENENRAL EXCEPTIONS:

- (a) All taxes for the year 2008 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.

Opinion of Title

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(e) Zoning and other restrictions imposed by governmental authority.

4. SEPCIAL EXCEPTIONS:

(a) All matters contained on the Plat of Bellevue Biscayne, as recorded in Plat Book 17, Page 29, of the Public Records of Miami-Dade County, Florida.

(b) Covenant running with the land in favor of Miami-Dade County, recorded August 29, 2007, under Official Records Book 25889, Page 1812, of 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.

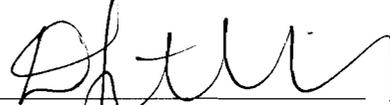
<u>Name</u>	<u>Interest Special</u>	<u>Exception Number</u>
LIBERTY STATION, INC., a Florida corporation	Fee simple	
U.S. CENTURY BANK, a Florida banking corporation	Mortgagee	

I HEREBY CERTIFY that the legal description contained in the 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 30th day of January, 2008.

Very truly yours,

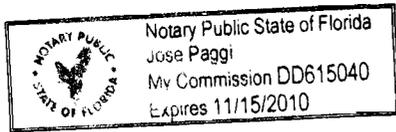


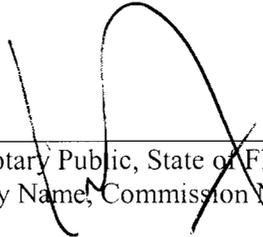
Daniela Fontecilla, Esq
Cuevas & Ortiz, P.A.
536 Biltmore Way
Coral Gables, FL 33134
(305) 461-9500
Florida Bar No.: 0022554

Opinion of Title
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STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 30th day of January, 2008 by Daniela Fontecilla, Esquire who is personally known to me.





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

EXHIBIT "A"

Legal Description

Lots 9-14, Block 6, BELLEVUE BISCAYNE, according to the Plat thereof, as recorded in Plat Book 17, Page 29, of the Public Records of Miami-Dade County, Florida.