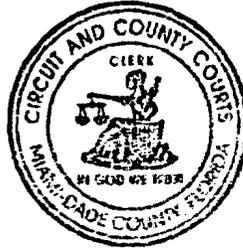




CFN 2008RD181068
 DR Bk 26248 Pag 2888 - 2898 (11pgs)
 RECORDED 03/05/2008 13:52:11
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by:

Name: Matthew Amster, Esq.
Address: Bercow Radell & Fernandez, P.A.
 200 S. Biscayne Blvd., Suite 850
 Miami, FL 33131



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A/22

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned Owner holds the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A," attached hereto, and hereinafter called the "Property," which is supported by the attorney's opinion, and

IN ORDER TO ASSURE the **County** that the representations made by the owner during consideration of Public Hearing No. Z2007000069 will be abided by the Owner freely, voluntarily and without duress makes the following Declaration of Restrictions covering and running with the Property:

- (1) That said Property shall be developed substantially in accordance with the plans previously submitted, prepared by Bellon Milanese Architects Planners entitled, "Galloway Medical Pavilion SW 76th Street, 87th Avenue," dated received the 4th day of December, 2007, pages SP-1, LP-1 and A-3.0, and dated received the 9th day of May, 2007, pages SP-2, A-1.0 and A-2.0, as same may be modified by Paragraphs (2) and (3) herein, said plans consisting of a total of 6 sheets and being on file with the Miami-Dade County Department of Planning and Zoning, and by reference made a part of this agreement.
- (2) The plans described in Paragraph (1) above show two entrances to the Property along SW 87 Avenue, which require approval from the Florida Department of Transportation (FDOT). Owner shall apply for approval from FDOT to allow both entrances as shown.
- (3) In the event that the FDOT denies the request, then said Property shall be developed substantially in accordance with the plans previously submitted, prepared by Bellon Milanese Architects Planners entitled, "Galloway Medical Pavilion SW 76th Street, 87th Avenue," dated received the 19th day of December, 2007, pages SP-1 and LP-1, dated received the 4th day of December, 2007, page A-3.0, and dated received the 9th day of May, 2007, pages SP-2, A-1.0 and A-2.0, said plans consisting of a total of 6 sheets and being on file with the Miami-Dade County Department of Planning and Zoning, and by reference made a part of this agreement

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County Inspection. As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

Covenant Running with the Land. This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on the County.

Term. This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by Miami-Dade County.

Modification, Amendment, Release. This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s) of all of the Property, including jointers of all mortgagees, if any, provided that the same is also approved by the Board of County Commissioners or Community Zoning Appeals Board of Miami-Dade County, Florida, whichever by law has jurisdiction over such matters, after public hearing.

Should this Declaration of Restrictions be so modified, amended or released, the Director of the Miami-Dade County Department of Planning and Zoning, or the executive officer of the successor of such Department, or in the absence of such director or executive officer by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be

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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 of the Owners following the 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, in its entirety, 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, in its entirety, and upon written request, the Director of the Planning and Zoning Department 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.

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

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power and authority to deny each such application in whole or in part and to decline to accept any conveyance or dedication.

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

[Execution Pages Follow]

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LIMITED LIABILITY COMPANY

Signed, witnessed, executed and acknowledged on this 23 day of JANUARY, 2008.

IN WITNESS WHEREOF, Merrineck Estates, LLC
(Corporate name) has caused these presents to be signed in its name by its proper officials.

Witnesses:

Maria M. Montalvo
 Signature
MARIA M. MONTALVO
 Print Name
R. Marcos
 Signature
Raul Marcos
 Print Name

Merrineck Estates, LLC
 Name of LLC
 Address:
351 NW LeJeune Road
Suite 600
Miami, Florida 33126
 By Hamid Bolooki
 (Managing Member)

Print Name: HAMID BOLOOKI

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

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by Hamid Bolooki
 the MANAGER of MERRINECK ESTATES LLC, on behalf
 (Title) (Name)

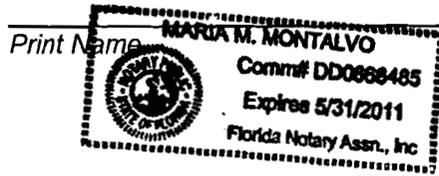
of the LLC. He/She is personally known to me or has produced _____, as identification.

(Space reserved for Clerk)

Witness my signature and official seal this 23 day of
JANUARY, 2008, in the County and State aforesaid.

Maria M. Montalvo
Signature
Notary Public-State of FLORIDA

My Commission Expires:



(Space reserved for Clerk)

LIMITED LIABILITY COMPANY

Signed, witnessed, executed and acknowledged on this 23 day of JANUARY, 2008.

IN WITNESS WHEREOF, Medico International Realty Holdings, LLC
(Corporate name) has caused these presents to be signed in its name by its proper officials.

Witnesses:

[Signature]
Signature

HAROLD BOLOUKI
Print Name

[Signature]
Signature

TERESA M. GROSS
Print Name

Medico International Realty Holdings, LLC
Name of LLC

Address:
351 NW LeJeune Road
Suite 600

Miami, Florida 33126

By [Signature]
(Managing Member)

Print Name: SARA R FERRER

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

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by SARA FERRER
(Name)
the MANAGER of MEDICO INTL REALTY HOLDINGS LLC, on behalf
(Title) (Name)

of the LLC.

He/She is personally known to me or has produced F660-786-50-690-0, as identification.

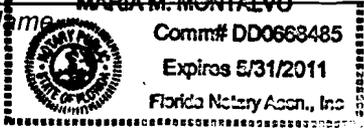
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Witness my signature and official seal this 23 day of
JANUARY, 2008, in the County and State aforesaid.

Maria M. Montalvo
Signature
Notary Public-State of FLORIDA

My Commission Expires:

Print Name MARIA M. MONTALVO
Comm# DD0668485
Expires 5/31/2011
Florida Notary Assn., Inc.



(Space reserved for Clerk)

JOINDER BY MORTGAGEE CORPORATION

The undersigned Wachovia Bank, National Association, a _____ Corporation, Mortgagee under that certain mortgage from Merrineck Estates, LLC, and Medico-International Realty Holdings, LLC, dated the 6th day of September 2006, and recorded in Official Records Book 24879, Page 1074, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing agreement, does hereby acknowledge that the terms of this agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 23 day of Jan, 2008:

Witnesses:

Xiomara Bertot
Signature

Xiomara Bertot
Print Name

Kristy Robertson
Signature

Kristy Robertson
Print Name

Wachovia Bank, National Association

Name of Corporation

Address:

200 S. Biscayne Blvd
Miami, FL 33131

Maggie Beguinstein

By Maggie Beguinstein
(Title: Vice President)

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

(Space reserved for Clerk)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by Margery Bequith Stein
a VP of Wachovia Bank, on behalf of the banking corporation. She/he
is personally known to me or has produced known, as identification.

Witness my signature and official seal this 23 day of
Jan, 2008, in the County and State aforesaid.

Kristy Robertson
Notary Public-State of Florida

My Commission Expires:

Print Name

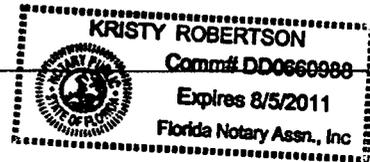


EXHIBIT A
LEGAL DESCRIPTION

Tract 33 less the south 339 feet, Section 33, Township 54 South, Range 40 East, DADE COUNTY DEVELOPMENT COMPANY, according to the Plat thereof as recorded in Plat Book 1, at Page 84 of the Public Records of Miami-Dade County, Florida, less and except the right of way as described in Official Records Book 9451, Page 1778 of the Public Records of Miami-Dade County, Florida

STATE OF FLORIDA, COUNTY OF DADE
I HEREBY CERTIFY that this is a true copy of the
original filed in this office on 05 day of
MARCH A.D. 08
WITNESS my hand and Official Seal.
HARVEY RUVIN, CLERK, of Circuit and County Courts
By [Signature] D.C.



[Signature] 2/17

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 Use/Unity of Title/Declaration of Restrictions/Development Agreement or in compliance with Chapter 28, and as an inducement for acceptance of a proposed final subdivision plat covering, covering the real property, hereinafter described, it is hereby certified that I have examined a complete chain of title covering the period from the beginning to the 17th day of December, 2007 at the hour of 11:00 PM, inclusive, of the following described property:

Tract 33 less the south 339 feet, Section 33, Township 54 South, Range 40 East, DADE COUNTY DEVELOPMENT COMPANY, according to the Plat thereof as recorded in Plat Book 1, at Page 84 of the Public Records of Miami-Dade County, Florida, less and except the right of way as described in Official Records Book 9451, Page 1778 of the Public Records of Miami-Dade County, Florida.

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

Merrineck Estates, LLC as to an undivided 71.85477% interest and Medico-International Realty Holdings, L.L.C. as to an undivided 28.14523% interest

Note: For Limited Partnership, Limited Liability Company or Joint Venture indicate parties comprising the Limited Partnership, Limited Liability Company or Joint Venture and identify who is authorized to execute.

Subject to the following encumbrances, liens and other exceptions (If "none" please indicate):

1. **RECORDED MORTGAGES:**

Mortgage, Assignment of Rents and Security Agreement, in the sum of \$12,750,000.00 from Merrineck Estates, LLC, a Florida Limited Liability Company and Medico-International Realty Holdings, LLC, a Florida Limited Liability Company to Wachovia Bank, National Association dated 9/6/2006 and recorded 9/6/2006 in Official Records Book 24879, Page 1074, of the Public Records of Miami-Dade County, Florida.

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

NONE

3. **GENERAL EXCEPTIONS:**

Taxes for the year of the effective date of this opinion and taxes or special assessments which are not shown as existing liens by the public records.

Rights or claims of parties in possession not shown by the public records.

Opinion of Title

Page 2

Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.

Easements or claims of easements not shown by the public records.

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

Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.

The lien of all taxes for the year 2007 and thereafter, which are not yet due and payable.

4. **SPECIAL EXCEPTIONS:**

Agreement and Declaration of Restrictions dated March 25, 1960 recorded in Official Records Book 2031, Page 682, Public Records of Dade County, Florida. Restrictions against use of septic tanks and individual wells more particularly set forth in paragraph 2 of said Agreement was revoked and cancelled by Arvida/JMB Partners as successors in interest to Arvida Corporation and by Miami-Dade Water and Sewer Authority Department as successor in interest to General Waterworks Corporation pursuant to that certain Partial Release of Agreement and Declaration of Restrictions recorded June 11, 1992 in Official Records Book 15548, at Page 2992 of the Public Records of Dade County, Florida.

Covenant running with the land in favor of Dade County recorded in Official Records Book 11986, Page 165, Public Records of Dade County, Florida

Covenant running with the land dated March 5, 1985, recorded in Official Records Book 12471, Page 2520, Public Records of Dade County, Florida.

Declaration of Restrictions dated March 2, 1985, recorded in Official Records Book 12486, Page 842, Public Records of Dade County, Florida.

Unity of Title dated January 22, 1985, recorded in Official Records Book 12486, page 848, Public Records of dade County, Florida.

Covenant Running with the Land in favor of Metropolitan Dade County Agreeing to Connect to Public Sanitary Sewers, dated June 17, 1985, recorded in Official Records Book 12622, Page 678, Public Records of Dade County, Florida.

Notice of commencement filed for record 09 12 06 in Official Record Book 25036 Page 3616 Public Records of Miami Dade County Florida.

Agreement in favour of Miami Dade County Florida as recorded in Official Record Book 25128 Page 1417 Public Records of Miami Dade County Florida.

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

Opinion of Title

Page 3

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

<u>Name</u>	<u>Interest</u>	<u>Special Exception Number</u>
Merrineck Estates, LLC by HAMID BOLOOKI, Manager		
and Medico-International Realty Holdings, L.L.C. by SARA FERRER, Managing Member,		
fee simple title holders.		

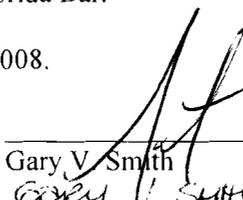
The following is a description of the aforementioned chain of title:

<u>Number</u>	<u>Company Certifying</u>	<u>No. of Entries</u>	<u>Period Covered</u>
Ticor Title Insurance Company owners title policy 10-5538-04-000004 from the beginning to June 11 th 1992.			
Attorneys Title Insurance Company, Inc certified print out from June 11 th , 1992 to December 17 th , 2007 at 11:00 pm			

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 3rd day of January, 2008.

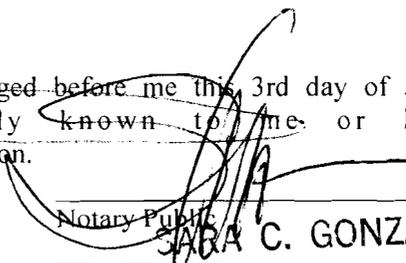


 Gary V. Smith

 Print Name
Florida Bar No. 0129531
 Address:
 1230 NW 7TH STREET
 MIAMI, FLORIDA 33125

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me this 3rd day of January, 2008, by Gary V. Smith, who is personally known to me or has produced _____, as identification.



 Notary Public
SARA C. GONZALEZ

 Print Name

My Commission Expires:

