



CFN 2014R0833575
OR Bk 29416 Pgs 3540 - 3550 (11pgs)
RECORDED 12/05/2014 11:44:23
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, Florida 33131

A/10

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**DECLARATION OF RESTRICTIONS
INCLUDING WORKFORCE HOUSING**

WHEREAS, the undersigned Owner, 11200 Biscayne, LLC (the "Owner"), holds the fee simple title to the land in Miami-Dade County (the "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. 13-029 (the "Application") will be abided by the Owner freely, voluntarily and without duress makes the following Declaration of Restrictions covering and running with the Property:

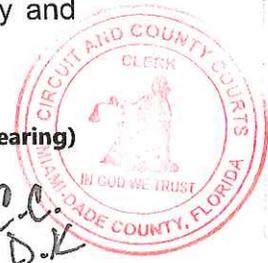
(1) **Site Plan.** That in the approval of the plan, the same be substantially in accordance with that submitted for the hearing entitled "Proposed Multi-family Rental Development 11200 Biscayne, LLC" as prepared by Behar Font Partners, P.A., dated stamped received 12/18/13, consisting of 16 sheets and landscape plans entitled "Biscayne Village" as prepared by Font Designs, dated stamped received 1/7/14, with sheet LA2 last handwritten revision 1/14/14, consisting of 3 sheets for a total of 19 sheets.

(2) **Workforce Housing.** In accordance with the Workforce Housing Development Program, Chapter 33, Article XIIA of the Code of Miami-Dade County (the "Code"), the development of the Property shall include 351 market rate units and 51 workforce housing units for a total of 402 units in one 9-story building. Additionally, the Property shall be developed in accordance with the following specifications:

(a) A workforce housing unit ("WHU" or "restricted WHU") shall mean a dwelling unit, the sale, rental or pricing of which, is restricted to households whose income range is established at between 65% and 140% of the most recent median family income for the County as reported by the U.S. Department of Housing and Urban Development (HUD) and as maintained by the Department of Regulatory and Economic Resources at the time of sale or rental of each WHU;

(Public Hearing)

Section-Township-Range: 32-52-42
Folio Numbers: 30-2232-008-0010, 30-2232-008-0030, 30-2232-000-0160, & 30-2232-000-0080



C.C.
D.K.

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- (b) The development of the Property shall include 51 WHUs, which will be restricted by a Declaration of Restrictions in accordance with Chapter 33, Article XIIA of the Code;
 - (c) All 51 WHUs will be rental dwelling units with a minimum lease period of twelve months, provided that the Owner may convert one or more rental units to owner-occupied units as long as 51 dwelling units remain subject to Chapter 33, Article XIIA of the Code;
 - (d) Each lessee of the restricted WHUs will use the WHU as the lessee's primary residence and subleasing shall be prohibited;
 - (e) The Property will be developed generally in accordance with the Estimated Construction Schedule, attached hereto as Exhibit "B", which indicates the approximate dates when construction of the new residential dwelling units (including the restricted WHUs) will be initiated and completed;
 - (f) The restricted WHUs on the Property will consist of one-bedroom, two-bedroom and three-bedroom apartment type units;
- (3) **Individual Workforce Housing Agreements.** Prior to the earlier of final plat approval or application for building permit for the first new residential unit on the Property, the Owner shall submit a Workforce Housing Agreement (the "Agreement") for the restricted WHUs on the Property to the Director of the Department of Regulatory and Economic Resources. The Agreement will encumber each restricted WHU in the entire development, and specify the restrictions of each of the restricted WHUs and such further arrangements, restrictive covenants, resale restrictions, and rental restrictions as are necessary to carry out the purposes of Chapter 17, Article IX, Sections 17-142 through 17-144 inclusive, of the Code, and shall include the following:
- (a) A binding commitment that the restrictions of Chapter 33, Article XIIA and Chapter 17, Article IX of the Code shall run with the land for the entire 20-year control period of each of the WHUs;
 - (b) A binding commitment that the covenants will bind the Owner, any assignee, mortgagee, or buyer, and all other parties that receive title to or an interest in each of the WHUs;



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- (c) A statement that the covenants shall be senior to all other liens or encumbrances on the Property, including all instruments securing permanent financing, except that tax and assessment liens shall be superior to the covenants; and
- (d) A binding commitment that incorporates all terms and conditions regarding WHUs, including without limitation, the required shared equity agreement, eligibility standards, appropriate sale and rental price standards and affordability controls required of purchasers of WHUs pursuant to Chapter 17, Article IX of the Code.

(4) **Miscellaneous.**

- (a) **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.
- (b) **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.
- (c) **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

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covenant in whole, or in part, provided that the Declaration has first been modified or released by Miami-Dade County.

- (d) **Modification, Amendment, Release.** This Declaration may be modified, amended or released as to the Property, 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, whichever by law has jurisdiction over such matters, after public hearing, provided that, in accordance with Section 33-193.13(E) of the Code, the provisions relating to the WHUs may be modified by mutual consent of the Owner and the Directors of the Miami-Dade County Department of Regulatory and Economic Resources and Miami-Dade Public Housing and Community Development, or their successor agencies, as long as the modified agreement remains in conformity with Chapter 33, Article XIIA of the Code and substantially conforms to this Declaration's provisions relating to number, location, distribution and timing of construction of WHUs. It is provided, however, in the event that the Property is annexed to an existing municipality or the Property is incorporated into a new municipality, any modification, amendment, or release shall not become effective until it is approved by such municipality and is thereafter approved by the Board of County Commissioners, in accordance with applicable procedures.
- (e) **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.
- (f) **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

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further permits, and refuse to make any inspections or grant any approvals, until such time as this Declaration is complied with.

- (g) **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.
- (h) **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.
- (i) **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.
- (j) **Recording.** This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost of the Owner 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 Department of Regulatory and Economic Resources 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.

(Public Hearing)



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- (k) **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.
- (l) **Owner.** The term Owner shall include the Owner, and its heirs, successors and assigns.

[Execution Pages Follow]



(Space reserved for Clerk)

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this 4 day of November, 2014.

WITNESS(ES)

[Signature]
Signature

SIMONE PORTO
Print Name

[Signature]
Signature

Deborah M. Powell
Print Name

11200 Biscayne, LLC, a Florida
Limited Liability Company

9551 East Bay Harbor Drive
Bay Harbor Islands, Florida 33154

By: [Signature]
Name: IRWIN TAUBER
Title: MANAGER

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by Irwin Tauber, the manager of 11200 Biscayne, LLC, and for the purposes stated herein on behalf of the LLC. He/She is personally known to me or has produced _____, as identification.

Witness my signature and official seal this 4 day of November, 2014, in the County and State aforesaid.

My Commission Expires:

[Signature]
Notary Public
Joanna Alonso
Print Name



JOANNA ALONSO
MY COMMISSION # FF 117212
EXPIRES: April 28, 2018
Bonded Thru Budget Notary Services



(Public Hearing)

(Space reserved for Clerk)

JOINDER BY MORTGAGEE CORPORATION

The undersigned, Maxim Credit Corp. a New York corporation, and Mortgagee under that certain Mortgage and Security Agreement given by 11200 Biscayne, LLC, a Florida limited liability company, and recorded in Official Records Book 28363, Page 3164 of the Public Records of Miami-Dade County, Florida covering all/or a portion of the property described in the foregoing Declaration of Restrictions Including Workforce Housing, does hereby acknowledge that the terms of this Declaration of Restrictions Including Workforce Housing are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 2nd day of June, 2014.

Witnesses:

Print Name: Terrence Donnelly
Print Name: David Sadler

Maxim Credit Corp. a New York corporation
By: Adam Glick
Name: Adam Glick
Title: president
Address: 276 Fifth Avenue, Suite 404 New York, New York 10001

STATE OF New York
COUNTY OF New York

The foregoing instrument was acknowledged before me by Adam Glick, as the president of Maxim Credit Corp. a New York corporation, on behalf of the corporation. He/She is personally known to me or has produced NYS license as identification.

Witness my signature and official seal this 2nd day of June, 2014, in the County and State aforesaid.

Notary Public Lauren MINTZ
Print Name

My Commission Expires: 7/22/17

LAUREN A. MINTZ
NOTARY PUBLIC-STATE OF NEW YORK
NO. 02MI6285987
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES 7/22/2017



EXHIBIT "A"

LEGAL DESCRIPTION:

PARCEL A:

THE NORTH 45.40 FEET OF THE SOUTH ½ OF TRACT "A", LESS THE WEST 35 FEET FOR RIGHT-OF-WAY, OF THE REVISED PLAT OF SEARENTO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 34, PAGE 21, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

PARCEL B:

PARCEL 1:

THE PART OF THE SOUTH ½ OF TRACT "A" OF REVISED PLAT OF SEARENTO, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 34, PAGE 21, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF BISCAYNE BOULEVARD WHICH POINT IS 55.07 FEET WEST OF THE CENTER LINE OF BISCAYNE BOULEVARD AND 50 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SOUTH ½ OF TRACT "A" OF SEARENTO. THENCE RUN WEST PARALLEL WITH AND 45.40 FEET SOUTH OF THE NORTH LINE OF THE SAID SOUTH ½ OF TRACT "A" A DISTANCE OF 794.41 FEET TO THE WEST LINE OF THE SAID SOUTH ½ OF TRACT "A"; THENCE RUN SOUTH AND ALONG THE WEST LINE OF SAID SOUTH ½ OF TRACT "A" OF SEARENTO A DISTANCE OF 119.65 FEET TO THE SOUTHWEST CORNER OF SAID SOUTH ½ OF TRACT "A" OF SEARENTO; THENCE RUN EAST AND ALONG THE SOUTH LINE OF SAID SOUTH ½ OF TRACT "A" TO THE WEST LINE OF BISCAYNE BOULEVARD; THENCE RUN NORTHEASTERLY AND ALONG THE WEST LINE OF BISCAYNE BOULEVARD A DISTANCE OF 131.73 FEET MORE OR LESS TO THE POINT OF BEGINNING.

PARCEL 2:

BEGINNING AT A POINT 825 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTH ½ OF THE NORTHEAST ¼ OF SECTION 32, TOWNSHIP 52 SOUTH, RANGE 42 EAST, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE SOUTH ½ OF TRACT "A" OF SEARENTO ACCORDING TO THE REVISED PLAT THEREOF, RECORDED IN PLAT BOOK 34, PAGE 21 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN SOUTH ALONG THE WEST LINE OF THE SOUTH ½ OF THE NORTHEAST ¼ OF SECTION 32, TOWNSHIP 52 SOUTH, RANGE 42 EAST A DISTANCE OF 47.4 FEET; THENCE RUN EAST A DISTANCE OF 717.90 FEET MORE OR LESS TO THE WEST LINE OF BISCAYNE BOULEVARD WHICH SAID POINT ON THE WEST LINE OF BISCAYNE BOULEVARD IS 55.05 FEET WEST OF THE CENTER LINE OF BISCAYNE BOULEVARD; THENCE RUN NORTHEASTERLY AND ALONG THE WEST LINE OF BISCAYNE BOULEVARD 53.09 FEET TO THE SOUTHEAST CORNER OF THE SOUTH ½ OF TRACT "A" OF SEARENTO; THENCE RUN WEST AND ALONG THE SOUTH LINE OF SAID SOUTH ½ OF TRACT "A" OF SEARENTO TO THE SOUTHWEST CORNER OF SAID SOUTH ½ OF TRACT "A" OF SEARENTO, BEING THE POINT OF BEGINNING; SAID TRACT OF LAND BEING IN THE SOUTH ½ OF THE NORTHEAST ¼ OF SECTION 32, TOWNSHIP 52 SOUTH, RANGE 42 EAST.

LESS THAT PORTION OF THE PROPERTY CONVEYED TO MIAMI-DADE COUNTY BY DEED RECORDED IN OFFICIAL RECORDS BOOK 9031, PAGE 1929, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.



EXHIBIT "A"

PARCEL C:

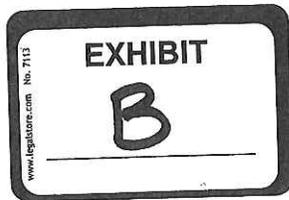
WEST 3 ACRES OF SOUTH 2.5 CHAINS OF NORTH 5 CHAINS OF SOUTH QUARTER (S $\frac{1}{4}$) OF NORTHEAST QUARTER (NE $\frac{1}{4}$) OF SECTION 32, TOWNSHIP 52 SOUTH, RANGE 42 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$) OF SECTION 32, TOWNSHIP 52 SOUTH, RANGE 42 EAST; THENCE NORTH 330 FEET FOR THE POINT OF BEGINNING; THENCE EAST 708.8 FEET TO THE CENTER OF THE ROAD KNOWN AS EAST DIXIE HIGHWAY; THENCE NORTHEASTERLY ALONG THE CENTER OF SAID HIGHWAY TO A POINT 165 FEET NORTH OF THE SOUTH LINE OF THIS PROPERTY, IF PRODUCED EASTERLY; THENCE WEST 781.45 FEET TO THE WEST BOUNDARY LINE OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$) OF SECTION 32, TOWNSHIP 52 SOUTH, RANGE 42 EAST; THENCE SOUTH 165 FEET TO THE POINT OF BEGINNING, SITUATE IN MIAMI-DADE COUNTY, FLORIDA.

LESS AND EXCEPT:

THE SOUTHEASTERLY 35 FEET RESERVED FOR RIGHT-OF-WAY FOR BISCAYNE BOULEVARD, AND ALSO BEING LESS PORTIONS CONVEYED TO MIAMI-DADE COUNTY, BY DEEDS RECORDED IN OFFICIAL RECORDS BOOK 9031, PAGE 1927 AND IN OFFICIAL RECORDS BOOK 9031, PAGE 1931, BOTH OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

FURTHER LESS AND EXCEPT A PORTION CONTAINED IN THAT CERTAIN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 20432, PAGE 3886, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: THE SOUTHEASTERLY 4.572 METERS (15.00 FEET) OF THE SOUTH ONE-HALF (S $\frac{1}{2}$) OF THE NORTH ONE-HALF (N $\frac{1}{2}$) OF THE SOUTH ONE-QUARTER (S $\frac{1}{4}$) OF THE NORTHEAST ONE-QUARTER (NE $\frac{1}{4}$) OF SECTION 32, TOWNSHIP 52 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA, LYING NORTHWESTERLY OF AND ADJOINING THE NORTHWESTERLY RIGHT-OF-WAY LINE OF BISCAYNE BOULEVARD/STATE ROAD 5, ACCORDING WITH A 10.668 METER (35.00 FEET) RIGHT-OF-WAY DEDICATION BY THE CITY OF MIAMI RESERVED IN DEED BOOK 1631, PAGE 178, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.





November 3, 2014

11200 Biscayne, LLC
9551 East Bay Harbor Drive
Bay Harbor, FL

ATTN: Irwin Tauber

RE: Biscayne Village. Construction Timeline

Dear Irwin,

After careful review of the plans for the Biscayne Village project, located approximately at 11186 Biscayne Blvd., North Miami, FL 33161, it is our opinion that the overall duration of construction will be nineteen (19) months, with the 1st available units and associated parking available in month fifteen (15) after the date of issuance of the Notice of Commencement.

It is our assumption that the construction documents will be sufficient for the submission of building permit application in the 1st quarter of 2015 and permit issuance within ninety (90) days thereafter.

Very Truly Yours,

Eric Herlihy
Director of Preconstruction/Estimating
CB Constructors, Inc.

STATE OF FLORIDA, COUNTY OF DADE
I HEREBY CERTIFY that this is a true copy of the
original filed in this office on 5 day of
DECEMBER A.D. 2014
WITNESS my hand and Official Seal.
By Harvey Ruvlin D.C.
JOSE PALACIOS #311321



OPINION OF TITLE

To: **Miami-Dade County**

With the understanding that this Opinion of Title is furnished to Miami-Dade County as an inducement for acceptance of a Declaration of Restrictions Including Workforce Housing during consideration of Public Hearing No. Z13-029 covering the real property hereinafter described, it is hereby certified that I have examined that certain Chicago Title Insurance Company Commitment for Title Insurance, Order No. 4835426, having an Effective Date as of October 8, 2014 at 8:00 AM covering the following described property:

PROPERTY 1

Parcel A:

The North 45.50 feet of the South 1/2 of Tract "A", LESS the West 35 feet for right-of-way, of the Revised Plat of Searento, according to the Plat thereof, as recorded in Plat Book 34, Page 21, of the Public Records of Miami-Dade, Florida.

Parcel B:

Parcel 1:

The part of the South 1/2 Tract "A" of Revised Plat of Searento, according to the Plat thereof, recorded in Plat Book 34, Page 21, of the Public Records of Miami-Dade County, Florida, described as follows:

BEGINNING at a point on the West line of Biscayne Boulevard which point is 55.07 feet West of the Center line of Biscayne Boulevard and 50 feet South of the Northeast Corner of said South 1/2 of Tract "A" of Searento, thence run West parallel with and 45.40 feet South of the North line of the said South 1/2 of Tract "A" a distance of 794.41 feet to the West line of the said South 1/2 of Tract "A"; thence run South and along the West line of said South 1/2 of Tract "A" of Searento a distance of 119.65 feet to the Southwest corner of said South 1/2 of Tract "A" of Searento; thence run East and along the South line of said South 1/2 of Tract "A" to the West line of Biscayne Boulevard; thence run Northeasterly and along the West line of Biscayne Boulevard a distance of 131.73 feet more or less to the POINT OF BEGINNING.

Parcel 2:

BEGINNING at a point 825 feet South of the Northwest corner of the South 1/2 of the Northeast 1/4 of Section 32, Township 52 South, Range 42 East, said point also being the Southwest corner of the South 1/2 of Tract "A" of Searento according to the Revised Plat thereof, recorded in Plat Book 34, Page 21 of the Public Records of Miami-Dade County, Florida; thence run South along the West line of the South 1/2 of the Northeast 1/4 of Section 32, Township 52 South, Range 42 East a distance of 47.4 feet; thence run East parallel with and 47.4 feet South of the South line of said South 1/2 of Tract "A" of Searento a distance of 717.90 feet more or less to the West line of Biscayne Boulevard which said point on the West line of Biscayne Boulevard is 55.05 feet West of the center line of Biscayne Boulevard; thence run Northeasterly and along the West line of Biscayne Boulevard 53.09 feet to the Southeast corner of the South 1/2 of Tract "A" of Searento; thence run West and along the South line of said South 1/2 of Tract "A" of Searento to the Southwest corner of said South 1/2 of Tract "A" of

Searento, being the POINT OF BEGINNING; said tract of land being in the South 1/2 of the Northeast 1/4 of Section 32, Township 52 South, Range 42 East.

LESS: that portion of the property conveyed to Miami-Dade County by Deed recorded in Official Records Book 9031, Page 1929, of the Public Records of Miami-Dade County, Florida.

PROPERTY 2

West 3 acres of South 2.5 chains of North 5 chains of South Quarter (S 1/4) of Northeast Quarter (NE 1/4) of Section 32, Township 52 South, Range 42 East, more particularly described as follows: Beginning at the Southwest corner of the Northeast Quarter (NE 1/4) of Section 32, Township 52 South, Range 42 East; thence North 330 feet for the Point of Beginning; thence East 708.8 feet to the center of the road known as the East Dixie Highway; thence Northeasterly along the center of said highway to a point 165 feet North of the South line of this property, if produced Easterly, thence West 781.45 feet to the West boundary line of the Northeast Quarter (NE 1/4) of Section 32, Township 52 South, Range 42 East; thence South 165 feet to the Point of Beginning, situate in Miami-Dade County, Florida.

Less and Except:

The Southeasterly 35 feet reserved for right-of-way for Biscayne Boulevard, and also less portions conveyed to Miami-Dade County, by Deeds recorded in Official Records Book 9031, Page 1927 and in Official Records Book 9031, Page 1931, both of the Public Records of Miami-Dade County, Florida.

Further Less and Except a portion contained in that certain Order of Taking recorded in Official Records Book 20432, Page 3886, of the Public Records of Miami-Dade County, Florida, described as follows:

The Southeasterly 4.572 meters (15.00 feet) of the South One-Half (S 1/2) of the North One-Half (N 1/2) of the South One-Quarter (S 1/4) of the Northeast One-Quarter (NE 1/4) of Section 32, Township 52 South, Range 42 East, Miami-Dade County, Florida, lying Northwesterly of and adjoining the Northwesterly right-of-way line of Biscayne Boulevard/State Road 5, according with a 10.668 meter (35.00 feet) right-of-way dedication by the City of Miami reserved in Deed Book 1631, Page 178, of the Public Records of Miami-Dade County, Florida.

Based solely on the Title Evidence, I am of the opinion that as of October 8, 2014 at 8:00 AM, the fee simple title to the above-described real property was (a) vested in 11200 Biscayne, LLC, a Florida limited liability company (the "Company"), and (b) subject to the following encumbrances, liens and other exceptions:

1. **RECORDED MORTGAGES:**

Mortgage and Security Agreement recorded in Official Records Book 28363, Page 3164, and Assignment of Leases and Rents recorded in Official Records Book 28363, Page 3205, and UCC Financing Statement recorded in Official Records Book 28363, Page 3212, all of the Public Records of Miami-Dade County, Florida.

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

None

3. **GENERAL EXCEPTIONS:**

Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date of the Title Evidence.

Taxes and assessments for the year 2014 and subsequent years, which are not yet due and payable.

Easements, claims of easements, boundary line disputes, overlaps, encroachments or other matters not shown by the public records which would be disclosed by an accurate survey of the above-described real property.

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

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

Taxes or assessments which are not shown as existing liens in the public records.

Any claim that any portion of the above-described real property is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such property.

Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.

Rights of tenant(s) in possession, if any, under lease(s) not recorded in the public records.

Right of Way for Biscayne Boulevard as now established and in use.

Right of Way for NE 14th Avenue as now established and in use.

4. **SPECIAL EXCEPTIONS:**

Easement granted to Florida Power and Light Company recorded in Official Records Book 8978, Page 1045, and re-recorded to include additional right of ways in Official Records Book 9071, Page 806, all of the Public Records of Miami-Dade County, Florida.

Easement granted to Florida Power and Light Company recorded in Official Records Book 10929, Page 215 of the Public Records of Miami-Dade County, Florida.

Easement granted to Florida Power and Light Company recorded in Official Records Book 10953, Page 2432 of the Public Records of Miami-Dade County, Florida.

Agreed Order Relating to Sewage and Water Service recorded in Official Records Book 13177, Page 1681, and Official Records Book 13177, Page 1683, all of the Public Records of Miami-Dade County, Florida.

Agreement regarding relocation of a sign in the event Biscayne Boulevard is widened recorded in Deed Book 3841, Page 171 of the Public Records of Miami-Dade County, Florida.

Easement in favor of Florida Power & Light Company recorded in Official Records Book 7979, Page 604 of the Public Records of Miami-Dade County, Florida.

Easement in favor of Florida Power & Light Company recorded in Official Records Book 8978, Page 1045, as corrected in Official Records Book 9071, Page 806, all of the Public Records of Miami-Dade County, Florida.

Dedication and Improvement Agreement recorded in Official Records Book 11419, Page 630 of the Public Records of Miami-Dade County, Florida.

Metropolitan Dade County Environmental Quality Control Board Agreed Orders Relating to Sewage Service recorded in Official Records Book 12740, Page 3060, and Official Records Book 13177, Page 1681, all of the Public Records of Miami-Dade County, Florida.

Metropolitan Dade County Environmental Quality Control Board Agreed Orders Relating to Water Service recorded in Official Records Book 13177, Page 1683 of the Public Records of Miami-Dade County, Florida.

Perpetual Easement in favor of the State of Florida, Department of Transportation recorded in Official Records Book 21003, Page 1415 of the Public Records of Miami-Dade County, Florida.

I HEREBY CERTIFY that I have reviewed all the aforementioned Specific Exceptions and that none of them prohibit the recording or enforcement of the Declaration of Restrictions Including Workforce Housing.

It is my opinion that the following party(ies) must join in the Declaration of Restrictions Including Workforce Housing in order to make the Declaration of Restrictions Including Workforce Housing a valid and binding covenant on the lands described herein.

<u>Name</u>	<u>Interest</u>	<u>Special Exception Number</u>
Maxim Credit Corp. a New York corporation	Mortgage Holder	NA

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 Declaration of Restrictions Including Workforce Housing.

I HEREBY CERTIFY that Irwin E. Tauber, as Manager of the Company, is authorized to sign the Declaration of Restrictions Including Workforce Housing on behalf of the Company.

[signature and notary acknowledgment follow on next page]

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 28th day of October, 2014.

James D. Barnett, Esquire
Print Name

GrayRobinson, PA
Firm Name


Signature

401 East Las Olas Boulevard
Suite 1000
Fort Lauderdale, Florida 33301
Address

0104220
Florida Bar Number

(954) 761-8111
Phone Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 28th day of October, 2014, by James D. Barnett, who is personally known to me or has produced _____ as identification.


Notary Public

My Commission Expires:



Print Name