



CFN 2007R1066313
 OR Bk 26030 Pgs 3287 - 3293; (7pgs)
 RECORDED 11/05/2007 11:29:56
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by:

Name: Javier L. Vazquez, Esq.
 Address: Javier L. Vazquez, P.A.
 6500 Cow Pen Road, #302
 Miami Lakes, Florida 33014

A | 31

(Space reserved for Clerk of the Court)

DECLARATION OF RESTRICTIONS

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

IN ORDER TO ASSURE the County that representations made by the Owner during consideration of Public Hearing No. 06-341 will be abided by the Owner freely, voluntarily and without duress, make the following Declaration of Restrictions covering and running with the property:

1.) Site Plan

The property shall be developed substantially in accordance with that plan submitted with this declaration entitled, "Hidden Lake Retail / Office Park," as prepared by Sotolongo, Salman, Henderson, Architects, LLC. dated stamped received 7-26-07 as to sheets SP1 thru SP3 and LA1 and the remaining plans dated stamped received 4-27-07, for a total of 16 sheets.

2.) Use Restrictions.

A.) Industrial Parcels: Notwithstanding the approval of the Application, and subject to all applicable Code requirements, the Owner agrees not to develop any of the following uses on the Industrial Parcel:

- Adult entertainment uses; as defined in Section 33.259.1 of the Code of Miami-Dade County
- Aircraft hangers and repair shops, aircraft assembling and manufacturing
- Armories, arsenals
- Auto painting, top and body work
- Automotive repairs
- Blacksmith, gas steam fitting shops
- Boat or yacht repairing or overhauling, or boat building

*deleted of para #1
 per reso
 czab11-9-08*



- Boat slips used for the tying up of boats for the purpose of overhauling or repairing
- Bottling plants
- Brewery
- Canning factories
- Commercial chicken hatcheries
- Contractors' yards
- Dredging base or place where dredging supplies are kept and where dredges or boats or machinery are stored, repaired or rebuilt
- Dry cleaning and dyeing plants
- Electric substation
- Engine sales and service, gas, oil, steam, etc.
- Fertilizer storage
- Grinding shops
- Insecticide, mixing, packaging and storage
- Livery stables, for riding clubs, or a stable for sheltering horses
- Lumberyards
- Passenger and freight – stations and terminals
- Religious facilities
- Ship chandlers
- Shipyards and dry docks
- Steel fabrication
- Telephone service unit yards
- Vulcanizing
- Wood and coal yards.

3.) Lighting Restrictions. The Owner agrees that the light standards that will be installed and maintained in connection with the operation of the improvements on the Property shall be designed and operated so as to prevent lighting spillage onto the residential areas located west and south of the Property. Moreover, only security lighting may stay on after closing hours.

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 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, whichever by law has jurisdiction over such matters, after public hearing.

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

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

Authorization for Miami-Dade County to Withhold Permits and Inspections. In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this declaration is complied with.

Election of Remedies. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

Presumption of Compliance. Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

Severability. Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion

Recording. This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost 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. The Owner acknowledges that 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.

Signed, sealed and acknowledged on this 5th day of Sept, 2007.

Witnesses:

[Signature]

MICHELLE DE TIRADO
Print Name

[Signature]
EOTHER BURGOS
Print Name

AB at Hidden Lake, Ltd. (LLLP), a Florida Limited Liability Limited Partnership

[Signature]

AB at Hidden Lake, Inc., General Partner
By: Alvaro Adrian, President

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 5 day of Sep., 2007 by Alvaro Adrian, as President of AB at Hidden Lake, Inc., a Florida corporation, the General Partner of AB at Hidden Lake, Ltd. (LLLP), a Florida Limited Liability Limited Partnership. He personally appeared before me, is personally known to me or produced _____ as identification, and did not take an oath.

(NOTARIAL SEAL)

Notary: [Signature]

Print Name: Juan C. Tellez

Notary Public, State of Florida

My commission expires: 11/15/07



Juan C. Tellez
MY COMMISSION # DD254392 EXPIRES
November 15, 2007
BONDED THROUGH TROY FARM INSURANCE, INC.

JOINDER BY MORTGAGEE

The undersigned, Regions Bank, an Alabama banking corporation and Mortgagee under that certain mortgage from AB at Hidden Lake, LTD, (LLLP), dated February 6, 2006, and recorded on February 10, 2006, in Official Records Book 24230, at Page 0845, as amended by that Mortgage Modification Agreement dated April 16, 2007, and recorded on April 26, 2007 in Official Records Book 25568, at Page 4361 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 31st day of August, 2007.

Witnesses:

Maria P. Garcia

Signature

Maria P. Garcia

Print Name

Maria Elizabeth Graham

Signature

Maria Elizabeth Graham

Print Name

Peter Fernandez

Regions Bank

Address:

2800 Ponce De Leon Blvd

10th floor

Coral Gables, FL 33134

By Peter Fernandez

(President, Vice-President or CEO*)

*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 Peter Fernandez, the Vice President of Regions Bank, an Alabama banking corporation. He/She is personally known to me or has produced _____, as identification. Witness my signature and official seal this 31 day of August, 2007, in the County and State aforesaid.



My Commission Expires:

Maria Elizabeth Graham

Notary Public - State of Florida

Maria Elizabeth Graham

Print Name

EXHIBIT "A"

Lot 1, Block 1, "BATTAH LAKE OFFICE PARK", according to the Plat thereof, as recorded in Plat Book 159, at Page 47, of the Public Records of Miami-Dade County, Florida.
Folio #:30-5914-080-0010

Lot 2, Block 1, "BATTAH LAKE OFFICE PARK", according to the Plat thereof, as recorded in Plat Book 159, at Page 47, of the Public Records of Miami-Dade County, Florida.
Folio #:30-5914-080-0020

Lot 3, Block 1, "BATTAH LAKE OFFICE PARK", according to the Plat thereof, as recorded in Plat Book 159, at Page 47, of the Public Records of Miami-Dade County, Florida.
Folio #:30-5914-080-0030

Lot 4, Block 1, "BATTAH LAKE OFFICE PARK", according to the Plat thereof, as recorded in Plat Book 159, at Page 47, of the Public Records of Miami-Dade County, Florida.
Folio #:30-5914-080-0040

Lot 5, Block 1, "BATTAH LAKE OFFICE PARK", according to the Plat thereof, as recorded in Plat Book 159, at Page 47, of the Public Records of Miami-Dade County, Florida.
Folio #:30-5914-080-0050

Lot 6, Block 1, "BATTAH LAKE OFFICE PARK", according to the Plat thereof, as recorded in Plat Book 159, at Page 47, of the Public Records of Miami-Dade County, Florida.
Folio #:30-5914-080-0060

Lot 7, Block 1, "BATTAH LAKE OFFICE PARK", according to the Plat thereof, as recorded in Plat Book 159, at Page 47, of the Public Records of Miami-Dade County, Florida.
Folio #:30-5914-080-0070

STATE OF FLORIDA, COUNTY OF DADE
I HEREBY CERTIFY that this is a true copy of the
original filed in this office on NOV 3 day of NOV 20

WITNESS my hand and Official Seal.
HARVEY RUVIN, CLERK, of Circuit and County Courts
By [Signature] 1147 D.C.



[Signature]

OPINION OF TITLE

TO: MIAMI-DADE COUNTY

With the understanding that this Opinion of Title is furnished to Miami-Dade County, Florida, as an inducement for acceptance of a Declaration of Use/Unity of Title/Declaration of Restriction/Development Agreement or in compliance with Chapter 28, and as an inducement for acceptance of Declaration of Restrictions affecting the real property hereinafter described. It is hereby certified that I have examined the Owner's Title Insurance Policy issued by Fowler Rodriguez & Chalos, as agents for Attorneys' Title Insurance Fund, Inc., ("Owner's Policy") and an updated title search certified by Attorneys' Title Insurance Fund, Inc., ("Title Search") covering the period from beginning to September 16, 2007, at 11:00 P.M.; inclusive, of the following described real property:

Lots 1-7, inclusive, Block 1, Battah Lake Office Park, according to the Plat thereof, as recorded in Plat Book 159, at Page 47, of the Public Records of Miami-Dade County, Florida.

AND

Tract A, Battah Lake Office Park, according to the Plat thereof, as recorded in Plat Book 159, at Page 47, of the Public Records of Miami-Dade County, Florida.

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

AB AT HIDDEN LAKE, LTD (L.L.L.P.), a Florida limited liability limited partnership

Subject to the following liens, encumbrances and other exceptions:

RECORDED MORTGAGES

1. That certain Mortgage executed by AB At Hidden Lake, LTD. (L.L.L.P.), a Florida limited liability limited partnership, in favor of Regions Bank, dated February 6, 2006, and recorded February 10, 2006, in Official Records Book 24230, at Page 845, of the Public Records of Miami-Dade County, Florida, in the original principal sum of \$7,800,000.00; and as modified by that certain Mortgage Modification Agreement, dated April 16, 2007, recorded April 26, 2007, in Official Records Book 25568, at Page 4361, of the Public Records of Miami-Dade County, Florida.

RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS

2. None

GENERAL EXCEPTIONS

3. All taxes for the year in which this Opinion is rendered, and subsequent years.
4. Rights or claims of persons other than the above owner who is in possession.
5. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any facts or matters not of record which would be disclosed by an accurate survey and inspections of the premises.
6. Any unrecorded labor, mechanics' or materialmen' liens.
7. Zoning and other restrictions imposed by governmental Authority.

SPECIAL EXCEPTIONS

8. Those certain Financing Statements by and between AB AT Hidden Lake LTD. (LLLP) in favor of Regions Bank, recorded February 10, 2006, in Official Records Book 24230, at Page 865; and recorded April 26, 2007, in Official Records Book 25568, at Page 4375, all of the Public Records of Miami-Dade County, Florida.
9. All matters contained on the Plat of Battah Lake Office Park, as recorded in Plat Book 159, at Page 47, of the Public Records of Miami-Dade County, Florida.
10. Covenant recorded in Official Records Book 18561, at Page 2470, of the Public Records of Miami-Dade County, Florida.
11. Declaration of Protective Covenants for Lakeside Commercial Center of Kendall, recorded in Official Records Book 14241, at Page 840; and amended by Official Records Book 16935, at Page 2872; both of the Public Records of Miami-Dade County, Florida.
12. Unity of Title recorded in Official Records Book 18182, at Page 3418, of the Public Records of Miami-Dade County, Florida.
13. Covenant Running with the Land recorded in Official Records Book 16706, at Page 2375, of the Public Records of Miami-Dade County, Florida.

14. Warranty Deed reserving a perpetual access easement recorded in Official Records Book 7826, at Page 756; and Official Records Book 10200, at Page 780; both of the Public Records of Miami-Dade County, Florida.
15. Agreement recorded in Official Records Book 10397, at Page 2182, of the Public Records of Miami-Dade County, Florida.
16. Agreement for Water and Sanitary Sewage Facilities recorded in Official Records Book 18696, at Page 3107, of the Public Records of Miami-Dade County, Florida.
17. Covenant recorded in Official Records Book 18696, at Page 3807, of the Public Records of Miami-Dade County, Florida.
18. Application and Acceptance of Conditional Building Permit and Estoppel Notice recorded in Official Records Book 16733, at Page 1050; and Official Records Book 17587, at Page 2610; both of the Public Records of Miami-Dade County, Florida.
19. Memorandum recorded in Official Records Book 20782, at Page 3666, of the Public Records of Miami-Dade County, Florida.
20. Pending municipal assessment liens for public improvements, notice of which is contained in Resolution or Ordinance No. R-1165-02, recorded in Official Records Book 20782, at Page 4004, of the Public Records of Miami-Dade County, Florida. The amount of the assessment or levy, if any, has not been determined.
21. Right of Way Deed to Dade County recorded in Official Records Book 16636, at Page 3212, of the Public Records of Miami-Dade County, Florida.
22. Agreement for Water and Sanitary Sewage Facilities recorded in Official Records Book 16441, at Page 22, of the Public Records of Miami-Dade County, Florida.
23. Unity of Title recorded in Official Records Book 18182, at Page 3421, of the Public Records of Miami-Dade County, Florida.
24. Lake Filling Agreement recorded in Official Records Book 25022, at Page 3049, of the Public Records of Miami-Dade County, Florida.
25. Agreement between Miami Dade County and AB AT Hidden Lake, dated May 16, 2007, recorded June 11, 2007, in Official Records Book 25691, at Page 2703, of the Public Records of Miami-Dade County, Florida.
26. Covenant recorded June 11, 2007, in Official Records Book 25691, at Page 2735, of the Public Records of Miami-Dade County, Florida.

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

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

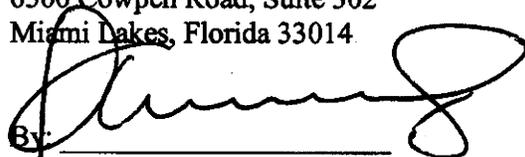
Alvaro Adrian, as President of AB AT Hidden Lake, Inc., a Florida corporation, General Partner
An authorized representative from Regions Bank

I HEREBY CERTIFY that the legal description contained in this Opinion of Title coincides with, and is incorporated within 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 am a member in good standing of the Florida Bar.

Respectfully submitted this 1st day of October, 2007.

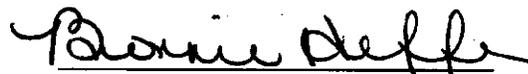
Javier L. Vazquez, Esq.
Javier L. Vazquez, P.A.
6500 Cowpen Road, Suite 302
Miami Lakes, Florida 33014

By: 

Javier L. Vazquez, Esquire
Florida Bar No.: 0861121

STATE OF FLORIDA
COUNTY OF DADE

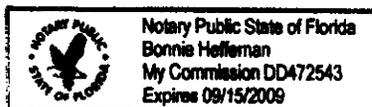
The foregoing instrument was acknowledged before this 1 day of October, 2007, by Javier L Vazquez, who is personally known to me.



Notary Public

Printed Name: **Bonnie Heffernan**

My Commission Expires:





This instrument was prepared by:
 Name: Michelle De Tirado,
 Administrator
 Adrian Builders
 Address: 4155 SW 130 Avenue,
 Suite #201
 Miami, FL 33175

CFN 20080414778
 DR Bk 26387 Pgs 4679 - 46821 (4pgs)
 RECORDED 05/20/2008 11:06:33
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

UT/26

(Space reserved for Clerk)

UNITY OF TITLE

WHEREAS, the undersigned is the Owner of that property described as:

Lots 6 and 7 of Battah Lake Office Park, Plat Book 159, Page 47, as recorded in the Public Records of Miami-Dade County, Florida.

Also known as Hidden Lake Office Park Miami-Dade County, Florida, and

Owner recognizes and acknowledges that for the public health, welfare, safety or morals, the herein-described property should not be divided into separate parcels owned by several owners so long as the same is put to the hereinafter use, and

In consideration of Building Permit for Warehouse Bldgs and for other good and valuable consideration, Owner hereby agrees to restrict the use of the subject property in the following manner:

That said property shall be considered as one plot and parcel of land and that no portion of said plot and parcel of land shall be sold, transferred, devised or assigned separately, except in its entirety as one plot or parcel of land.

Owner further agrees that this condition, restriction and limitation shall be deemed 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 Owner, their heirs, successors, personal representatives and assigns and upon all mortgagees or lessees until such time as the same may be released in writing by the Director of the Department of Planning and Zoning, or his designee, 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.

205914080 0070

County Use Only
 Verified by

[[\Forms\UnityofTitle (1/18/08)]]
 Section-Township-Range:
 Folio number:

C2008 607576 & 577
 Book26387/Page4679

CFN#20080414778

Accepted by: _____

(Space reserved for Clerk)

Further provided, however, that a release will be executed when the premises are made to conform with applicable zoning regulations or the use or structure is removed from the premises and there is no further reason to maintain the Unity of Title on the public records.

[Execution Pages Follow]

[f:\forms\UnityofTitle (1/18/08)]

Section-Township-Range:
Folio number:

(Space reserved for Clerk)

LIMITED PARTNERSHIP

Signed, witnessed, executed and acknowledged on this 6th day of December, 2007.

WITNESSES:

[Signature]
Signature

MICHAEL DE TIERRA
Print Name

[Signature]
Signature

FRANCISCA HARO
Print Name

[Signature]
A.B. at Hidden Lake, Ltd. (LLP)
By: [Signature]
Alvaro L. Adrian, President of the
General Partner, A.B. at Hidden Lake, Inc.

Address:
4155 SW 130 Avenue
Suite #201
Miami, FL 33175

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

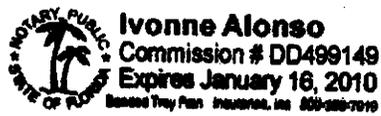
The foregoing instrument was acknowledged before me by Alvaro L. Adrian, as President of the General Partner, A.B. at Hidden Lake, Inc., on behalf of A.B. at Hidden Lake, Ltd. (LLP), a limited partnership. He/She is personally known to me or has produced _____, as identification.

Witness my signature and official seal this 6th day of December, 2007, in the County and State aforesaid.

[Signature]
Signature
Notary Public-State of Florida

Print Name

My Commission Expires: _____



([Norms\Acknowledgment+ Limited+ Partnership[1].doc (11/30/07)])

(Space reserved for Clerk)

**JOINDER BY MORTGAGEE
CORPORATION**

The undersigned REGIONS BANK, an Alabama banking corporation and Mortgagee under that certain mortgage from A.B. at Hidden Lake, Ltd. (LLLP) dated February 6, 2006, and recorded on February 10, 2006, in Official Records Book 24230 at Page 0845, of the Public Records of Miami-Dade County, Florida, as amended by certain Mortgage Modification Agreement dated the 16th day of April, 2007, and recorded in Official Records Book 25568 at Page 4361, 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 18th day of January, 2008.

Witnesses:

[Signature]
Signature
DELIA BENDIT
Print Name

[Signature]
Signature
Marie Elizabeth Graham
Print Name

Regions Bank
Name of Corporation
Address:
2800 Ponce de Leon Boulevard
Coral Gables, Florida 33134

By [Signature]
(President, Vice-President or CEO*)
Print Name: PETER FERNANDEZ

[*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 Peter Fernandez the Vice President of Regions Bank corporation, on behalf of (Title) (Name) the corporation. He/She is personally known to me or has produced _____ as identification.

Witness my signature and official seal this 18th day of January, 2008, in the County and State aforesaid.

Notary Public-State of Florida
Marie Elizabeth Graham
Print Name
My Commission Expires:



[t:\forms\Joinder+by+Mortgagee+Corporation (1/18/08)]