



CFN 2015R0235655
OR Bk 29575 Pgs 1913 - 19211 (9pgs)
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HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by:

Javier L. Vazquez
Berger Singerman
1450 Brickell Avenue, Suite 1900
Miami, FL 33131

A/40

(Space reserved for Clerk)

DECLARATION OF RESTRICTIONS

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

WHEREAS, the Owner has applied for a district boundary change from IU-C to RU-3M (the "Application") identified as Hearing #Z2014000087; and

IN ORDER TO ASSURE the County that the representations made by the owner during consideration of 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.** The Property shall be developed substantially in accordance with the plan submitted for the hearing entitled "Hidden Lakes Townhomes," as prepared by Lan Mar Design Group, date stamped received November 14, 2014, consisting of 8 sheets.
- (2) **MIAMI EXECUTIVE AIRPORT.** Any prospective purchaser of a residential dwelling within the Property shall be notified that the subject property lies approximately 1 mile east of Miami Executive Airport ("TMB") (formerly the Kendall-Tamiami Executive Airport).
- (3) **EEL.** Prospective purchasers shall also be notified that the property is adjacent to Environmentally Endangered Lands (EEL) Preserves subject to preservation and management, including periodic burns, consistent with the regulations of the Environmentally Endangered Lands Program in Chapter 24, Article IV, Division 3 of the Code of Miami-Dade County, as may be amended from time to time.

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Section-Township-Range: 14/55/39
Folio number: 30-5914-080-0070/0060

- (4) **Burrowing Owls.** Owner has been made aware by the Florida Fish and Wildlife Commission that the potential exists for the property to support burrowing owls. Prior to development activities, a burrowing owl survey shall be conducted to ensure that no active burrowing owl burrows exist onsite. If burrowing owls are present, Owner agrees to implement the FWC's Burrowing Owl Nest Protection Guidelines and Procedures in Urban Areas.
- (5) **25 Decibel Reduction.** The Owner shall incorporate at least a 25 decibel (db) Noise Level Reduction (NLR) into the design and construction of any dwelling unit on the property. If compliance with the building code requirements of the County in effect at the time of construction of any unit does not effect a 25 db NLR within such unit, the Owner shall nonetheless incorporate at least a 25 db NLR into the unit.
- (6) **Land Use Restrictive Zones.** Owner has been made aware by the Miami-Dade Aviation Department that the property is either partially or fully impacted by the restrictions of certain land use restrictive zones.
- (7) **Avigation Easement and Notices.**

- (a) The Owner , for the use and benefit of the public, hereby grants and conveys to Miami-Dade County an Avigation Easement and right-of-way for the free and unobstructed flight, and passage, operations, and the effects thereof, of all types of aircraft ("aircraft" being defined for the purpose of this Avigation Easement as any contrivance now known or hereafter invented, used, or designated for navigation of, or flight in or through the air) by whomever owned or operated, in and through the airspace above and over the surface of the Property, along with such noise, vibration, odors, vapors, fumes, fuel particles (which are incident to normal operations of said aircraft), smoke, dust, feelings of anxiety or fear, interference with sleep and communications, and any and all other effects as may be alleged to be incident to or caused by the aircraft engines and the operation of aircraft for navigation of or flight or passage in and through said airspace, and for the use of said airspace by aircraft for approaching, landing upon, taking off from, maneuvering about or operating at, on, or about Miami Executive Airport ("TMB" formally known as Kendall-Tamiami Executive Airport) and for all other uses allowed or authorized at TMB.

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- (b) In furtherance of the easement and rights herein granted, the Owner expressly agrees to the contents of the provisions in the notice and instruments set forth in Paragraph (d) below and agrees to restrict the height of structures, objects of natural growth, and other obstructions on the Property to such a height so as to comply with Miami-Dade Code Chapter 33, Article XL and Federal Aviation Regulations, Part 77 as currently in effect and as may be modified from time to time in the future. Additionally, the Owner covenants at all times hereafter, that it will not (i) take any action or cause or allow any electronic, electromagnetic, smoke, vapor, fume, light, or other emissions, (ii) allow any obstruction to exist, or (iii) construct any structure on the Property which in any of the foregoing cases would conflict with or interfere with or infringe the rights granted to the County hereunder, including the full use and enjoyment of this Avigation Easement.
- (c) The Owner expressly agrees to prevent any use of the Property described herein that would interfere with or adversely affect the operation or maintenance of TMB or of the aircraft using TMB, or otherwise constitute an airport hazard.
- (d) Notice Requirements.

The Owner, its successors, and assigns shall include the following notice (the "Notice") in every contract for the sale or lease of any dwelling unit within the Property:

THIS PROPERTY IS LOCATED IN CLOSE PROXIMITY TO THE KENDALL TAMiami EXECUTIVE AIRPORT ("TMB") AND ADJACENT TO ENVIRONMENTALLY ENDANGERED LANDS (EEL) PRESERVES.

THE UNDERSIGNED, ON BEHALF OF ITSELF AND ITS SUCCESSORS, LESSEES, AND ASSIGNS, AGREES BY TAKING TITLE TO SAID PROPERTY, THEY DO NOT OBJECT TO ITS PROXIMITY TO KENDALL TAMiami EXECUTIVE AIRPORT AND HEREBY ACKNOWLEDGE SAID OPERATION WILL INCLUDE FREQUENT AND DIRECT OVERFLIGHTS, CREATING NOISE DURING DAYTIME AND NIGHTTIME HOURS.

REGARDING THE EEL PRESERVE, THE UNDERSIGNED ACKNOWLEDGES SAID PROPERTY IS SUBJECT TO PRESERVATION AND MANAGEMENT, INCLUDING PERIODIC BURNS, CONSISTENT WITH THE REGULATIONS OF

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THE ENVIRONMENTALLY ENDANGERED LANDS PROGRAM IN CHAPTER 24, ARTICLE IV, DIVISION 3 OF THE CODE OF MIAMI-DADE COUNTY.

AS A RESULT, THE UNDERSIGNED MAY BE AFFECTED BY NOISE OR SMOKE GENERATED BY THE AIRPORT AND EEL USES. THE UNDERSIGNED, ON BEHALF OF ITSELF AND ITS SUCCESSORS, LESSEES, AND ASSIGNS, HEREBY ACKNOWLEDGES AND AGREES THAT SUCH AIRPORT AND EEL USES DO NOT CONSTITUTE AND SHALL NOT BE DEEMED A NUISANCE BY THE UNDERSIGNED OR ITS SUCCESSORS, LESSEES, OR ASSIGNS.

(8) The Owner expressly acknowledges and agrees that the property is located in close proximity to the Miami Executive Airport (“TMB”) (formerly known as Kendall-Tamiami Executive Airport) and specifically, portions of the property are located within what are currently designated as the Outer District or the Outer Landing District (“OLZ”) and the No School Zone (“NSZ”) of the TMB. The Owner expressly acknowledges and agrees that regardless of how such designations may change, the Property and future residents may experience frequent and direct overflights at low altitudes creating noise during daytime and nighttime hours. The Owner acknowledges and agrees that TMB may need to modify or expand its runways and taxiways, and the Owner waives any objections to any future construction of new runways or taxiways or expansion of the runways or taxiways at TMB and any future alternations, re-alignments, or re-numbering of the runways and taxiways. The Owner further agrees and acknowledges that it does not object to the presence of TMB or the twenty-four hours per day operation of aircraft from its runways and hereby waives any right to object to or challenge the twenty-four hours per day operation of the airport and any improvements thereto, including without limitation, the construction or future expansion of the runways at TMB and any future alterations, re-alignments, or renumbering of the runways and taxiways. The Owner further agrees that neither the Owner, nor its lessees, will ever request, support or participate in any effort to impose mandatory noise abatement procedures at TMB.

(9) **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

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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 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, or the Director as provided by the Miami-Dade County Code of Ordinances. It is provided, however, in the event that the Property is annexed to an existing municipality or the Property is incorporated into a new

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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 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

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- (j) **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 Regulatory and Economic Resources 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.
- (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.

[Signature Page Follow]

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Signed, sealed and acknowledged on this 6th day of Feb., 2015.

Witnesses:

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

[Signature]
Tatiana L. Vazquez
Print Name

[Signature]
AB at Hidden Lake, Inc., General Partner
By: Alvaro L. Adrian, President

[Signature]
Lillian Rodriguez
Print Name

STATE OF FLORIDA)
) SS
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 6 day of FEBRUARY 2015 by ALVARO L. ADRIAN, as PRESIDENT of AB at Hidden Lake, Ltd. (LLP). 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: MILAUDY DAVILA

Notary, Public, State of Florida

My commission expires: APRIL 26, 2015



Attachment A

Lots 6 and 7, Block 1, BATTAL 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.

STATE OF FLORIDA, COUNTY OF DADE
I HEREBY CERTIFY that this is a true copy of the
original filed in this office on _____ day of
APR 13 2015 A.D. 20_____
WITNESS my hand and Official Seal
HARVEY RUVIN, CLERK, of Circuit and County Courts
By [Signature] D.C.
JOHN BULL #301085



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 Declaration of Restrictions, pursuant to Public Hearing No. Z2014000087, it is hereby certified that I have examined a complete Title Policy Number OPM-2832687, and title searches from the effective date of the policy to March 1, 2015 at 11:00 P.M., inclusive, of the following described property:

Lots 6 and 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.

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. (LLLP), a Florida limited liability partnership.

(Alvaro L. 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 partnership, is authorized to sign on behalf of the corporation.

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

1. **RECORDED MORTGAGES: NONE**

2. **RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS: NONE**

3. **GENERAL EXCEPTIONS:**
 1. All taxes for the year in which this opinion is rendered, unless noted below that such taxes have been paid.
 2. Rights of persons other than the above owners who are in possession.
 3. Facts that would be disclosed upon accurate survey.
 4. Any unrecorded labor, mechanic's or materialmen's liens.
 5. Zoning and other restrictions imposed by governmental authority.

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2. Easement recorded in Official Records Book 10200 at Page 780, of the Public Records of Miami-Dade County, Florida.
3. Application and Acceptance of Conditional Building Permit and Estoppel Notice recorded in Official Records Book 16733 at Page 1050 and Application and Acceptance of Conditional Building Permit and Estoppel Notice recorded in Official Records Book 17587 at Page 2610, of the Public Records of Miami-Dade County, Florida.
4. 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.
5. Agreement recorded in Official Records Book 10397 at Page 2182, of the Public Records of Miami-Dade County, Florida.
6. Lake Filling Agreement, executed between AB at Hidden Lake Group, LTD and Southern Builders at Lakeside II, LLC, recorded October 20, 2006, in Official Records Book 25022 at Page 3049, of the Public Records of Miami-Dade County, Florida.
7. Agreement for Water and Sanitary Sewage Facilities between Miami-Dade County and Hidden Lake Group, Inc., recorded July 15, 1999, in Official Records Book 18696 at Page 3107, of the Public Records of Miami-Dade County, Florida.
8. Covenant between Hidden Lake Group, Inc., a Florida corporation and Miami-Dade County, recorded July 15, 1999, in Official Records Book 18696 at Page 3807, of the Public Records of Miami-Dade County, Florida.
9. Ordinance No. 02-205 creating Battah Lake Office Park Street Lighting District, recorded November 6, 2002, in Official Records Book 20782 at Page 3666, of the Public Records of Miami-Dade County, Florida.
10. Resolution adopting preliminary assessment roll providing for annual assessments against real property located within boundaries of a special taxing district known as Battah Lake Office Park Street Lighting Special Taxing District, recorded November 6, 2002, in Official Records Book 20782 at Page 4004, of the Public Records of Miami-Dade County, Florida.
11. Easement, restrictions and other matters contained in that certain plat known as Battah Lake Office Park, recorded in Plat Book 159 at Page 47 of the Public Records of Miami-Dade County, Florida.
12. Agreement between Miami-Dade County and AB at Hidden Lake Ltd., (LLLP) , a Florida limited liability partnership, recorded June 11, 2007, in Official Records Book 25691 at Page 2703, of the Public Records of Miami-Dade County, Florida.
13. Covenant Running with the Land in lieu of Unity of Title, recorded June 11, 2007, in Official Records Book 25691 at Page 2735, as affected by that certain instrument recorded October 30, 2014, in Official Records Book 29371 at Page 1559, all of the Public Records of Miami-Dade County, Florida.
14. Declaration of Restrictions, recorded November 5, 2007, in Official Records Book 26030 at Page 3287, as amended by instrument recorded in Official Records Book 27838 at Page 2379, all of the Public Records of Miami-Dade County, Florida.
15. Application and Acceptance of Conditional Building Permit and Estoppel Notice as to Lot 7, recorded January 31, 2008, in Official Records Book 26191 at Page 3526, of the Public Records of Miami-Dade County, Florida.
16. Unity of Title (as to Lots 6 and 7), recorded May 20, 2008, in Official Records Book 26387 at Page 4679, of the Public Records of Miami-Dade County, Florida.
17. Any lien provided by County Ordinance or by Ch. 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
18. Rights of the United States of America and/or the State of Florida to any portion of said land which has been created by artificial means or has accreted to any such portion as so created.

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19. Littoral rights are not insured.
20. Agreement Not to Encumber Property, recorded August 14, 2012, in Official Records Book 28227 at Page 4619, of the Public Records of Miami-Dade County, Florida.
21. Declaration of Restrictions and Protective Covenants for Battah Lake Property Owner's Association, Inc., recorded September 16, 2013, in ORB 28822 at Page 1683, of the Public Records of Miami-Dade County, Florida.
22. Declaration of Restrictions and Protective Covenants for Hidden Lake Property Owner's Sewer Facilities Association, Inc., recorded September 16, 2013, in ORB 28822 at Page 1796, of the Public Records of Miami-Dade County, Florida.
23. Declaration of Restrictions, (as to Lots 5, 6 and 7), recorded November 4, 2013, in Official Records Book 28896 at Page 2020, of the Public Records of Miami-Dade County, Florida.
24. Declaration of Restrictions, (as to Lots 1, 3, 4, 5, 6, and 7), recorded November 19, 2013, in Official Records Book 28918 at Page 2880, of the Public Records of Miami-Dade County, Florida.
25. Declaration and Grant of Sewer Easements, recorded December 12, 2014, in Official Records Book 29427 at Page 2802, of the Public Records of Miami-Dade County, Florida.
26. Real Estate Taxes for the year 2014 are due and payable.

I HEREBY CERTIFY that I have reviewed all the aforementioned encumbrances and exceptions and that none of them hinder or affect the recording or enforcement of the Declaration of Restrictions to be recorded.

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

<u>Name</u>	<u>Interest</u>	<u>Special Exception Number</u>
AB AT HIDDEN LAKE, LTD. (LLLP), Owner a Florida limited liability partnership		

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 9th day of February, 2015.

Name: HENRY A. LOPEZ-AGUIAR, ESQ
Florida Bar No. 224472
9415 S.W. 72nd Street, #119
Miami, FL 33173

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 9TH day of February, 2015, by HENRY A. LOPEZ-AGUIAR, who is personally known to me.



Notary Public

Print Name

My Commission Expires: