



CFN 2020R0127006  
 OR BK 31831 Pgs 2940-2951 (12Pgs)  
 RECORDED 02/28/2020 15:21:17  
 HARVEY RUVIN, CLERK OF COURT  
 MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by:  
 Name: Joseph G. Goldstein, Esq.  
 Address: Holland & Knight, LLP  
 701 Brickell Avenue, Suite 33 00  
 Miami, FL 33131

(Space reserved for Clerk)

**COVENANT RUNNING WITH THE LAND  
 IN LIEU OF UNITY OF TITLE**

(Mixed Use)

This Covenant Running with the Land in Lieu of Unity of Title ("Covenant") is made and entered into this 28<sup>th</sup> day of February, 2020, by Park Square 7, LLC, a Delaware limited liability company, with an address of c/o PRH Investments, LLC, 315 S. Biscayne Blvd., Miami, Florida 33131 ("Seven"), the owner of the property legally described in Exhibit "A" (the "Seven Parcel") and Park Square Master, LLC, a Delaware limited liability company, as Successor Trustee under Land Trust No. 2401-3185-00, with an address of c/o PRH Investments, LLC, 315 S. Biscayne Blvd., Miami, Florida 33131 ("Master"), the owner of the property legally described in Exhibit "B" (the "Master Parcel").

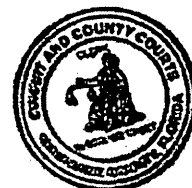
A. Together, Master and Seven are hereinafter referred to as the Owners and the combined Master Parcel and Seven Parcel as the "Property" and legally described in Exhibit "C".

B. The Owners intend to develop the Property with a mixed-use project and wish to assure the City of Doral that the integrity of the development will be built in accordance with proffered plans consistent with the City of Doral Land Development Code.

C. The Owner may wish to further convey portions of the Property from time to time, and may wish to develop the same in phases or stages, or may wish to offer units as condominiums and are executing this instrument to assure the City of Doral that the development will not violate the City of Doral Land Development Code when it is so developed.

***NOW THEREFORE***, in consideration of the premises, Owners hereby freely, voluntarily, and without duress agree as follows:

1. This Covenant on the part of the Owner shall constitute a covenant running with the land and will be recorded, at the 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 heirs, successors, and assigns of the respective parties hereto, until such time as the same is released in writing as hereinafter provided.

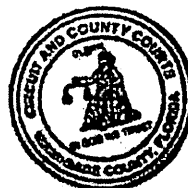
2. The Property will be developed in substantial conformity with the site plan entitled “**City Place Doral – Site Plan and ALT Site Plan,**” dated 8/7/2014 and stamped received 8/7/2014, as prepared by Arquitectonica, as modified pursuant to that approval of a Minor Modification to Approved Site Plan issued by the City of Doral Department of Planning and Zoning on November 20, 2015, and as modified pursuant to that approval of a Minor Modification to Approved Site Plan issued by the City of Doral Department of Planning and Zoning on December 22, 2016 (the “**Plan**”). No modification shall be effected in said Plan except in accordance with paragraphs 5 and 6 of this Covenant provided the same is also approved by the Director of the City of Doral Planning and Zoning Department or her/his successor, in accordance with the City of Doral Code, Land Development Regulations and procedures in effect at the time.
3. Owners, their mortgagees, and, in the event additional multiple ownerships exist or are created subsequent to the Plan approval, each of the subsequent owners, mortgagees and other parties in interest shall be bound by the terms, provisions and conditions of this Covenant. Owner further agrees that it will execute and deliver in recordable form, an instrument to be known as an “**Easement and Operating Agreement,**” or other instrument acceptable in form to the City Attorney (“**Easement Agreement**”), which shall, unless waived by the City of Doral, contain, among other things:
  - (i) easements in the common area of each parcel for ingress to and egress from other parcels;
  - (ii) easements in the common area of each parcel for the passage and parking of vehicles;
  - (iii) easements in the common area of each parcel for the passage and accommodation of pedestrians;
  - (iv) easements for access roads across the common area of each parcel to public and private roadways;
  - (v) easements for the installation, use, operation, maintenance, repair, replacement, relocation and removal of utility facilities in appropriate areas in each such parcel;
  - (vi) easements on each such parcel for construction of buildings and improvements in favor of each such other parcel;
  - (vii) easements upon each such parcel in favor of each adjoining parcel for the installation, use, maintenance, repair, replacement and removal of common construction improvements such as footings, supports and foundations;



- (viii) easements on each parcel for attachment of buildings;
- (ix) easements on each such parcel for building overhangs, other overhangs and projections encroaching upon such parcel from adjoining parcel such as, by way of example, marquees, canopies, lights, lighting devices, awnings, wing walls and the like;
- (x) appropriate reservation of rights to grant easements to utility companies;
- (xi) appropriate reservation of rights to dedicate road rights-of-way and curb cuts;
- (xii) easements in favor of each such parcel for pedestrian and vehicular traffic over dedicated private ring roads and access roads; and
- (xiii) appropriate agreements between the owners of the several parcels as to the obligation to maintain and repair all private roadways, parking facilities, common areas and the like.

The above easement provisions or portions thereof may be waived by the Director of the City of Doral Planning and Zoning Department or his/her successor, if they are not applicable to the subject development. When executed, the portions of the Easement Agreement related to any of the above shall not be amended without the prior written approval of the Director of the City of Doral Planning and Zoning Department or his/her successor. Such Easement Agreement may contain such other provisions with respect to the operation, maintenance and development of the Property as to which the parties thereto may agree, all to the end that although the Property may have several owners, it will be constructed, conveyed, maintained and operated in accordance with the approved site plan. Notwithstanding anything to the contrary contained herein, by acceptance of this Covenant, the City acknowledges and agrees that that certain Declaration of Covenants, Restrictions and Easements for CityPlace at Park Square to be recorded in the Public Records of Miami-Dade County, Florida shall be deemed to be the "Easement Agreement".

4. The provisions of this instrument shall become effective upon their recordation in the public records of Miami-Dade County, Florida, and shall continue in effect for a period of thirty (30) years after the date of such recordation, after which time they shall be extended automatically for successive periods of ten (10) years each, unless released in writing by the then Owner(s) of the Property, and the Director of the City of Doral Planning and Zoning Department, acting for and on behalf of the City of Doral, Florida, or his/her successor, upon the demonstration and affirmative finding that the same is no longer necessary to preserve and protect the Property for the purposes herein intended.
5. The provisions of this instrument may be released, amended, or modified from time to time by recorded instrument executed by the then owner(s) of the Property or portion(s) of the Property, or, failing that, the written consent of the then owners of the subject property of said release, amendment or modification, and so long as the same is also



approved by the Director of the City of Doral Planning and Zoning Department or her/his successor, in accordance with the City of Doral Code, Land Development Regulations and procedures in effect at the time. Should this Covenant be so released, amended or modified, the Director of the City of Doral Planning and Zoning Department or her/his successor, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

Notwithstanding anything herein to the contrary, in the event that any portion of the Property is: (i) submitted to a condominium form of ownership (the condominium association governing such property, a "Condominium Association"); or, (ii) conveyed to a master association, (such association, a "Master Association"), any consent or approval required for either modification of the plan or modification amendment or release of this Covenant, by the Owner(s) of the portions of the Property which (x) have been submitted to the condominium form of ownership or (y) conveyed to a Master Association, shall be granted or withheld by the Condominium Association or Master Association, as applicable. For the avoidance of doubt, persons or entities who own units within a portion of the Property which has been submitted to the condominium or property owner form of ownership and members of a Master Association, shall not be Owner(s) for purposes of this Covenant.

6. Enforcement shall be by action against any parties or persons violating or attempting to violate any covenants. The prevailing party to any action or suit pertaining to or arising out of this Covenant 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, including on appeal. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.
7. Invalidation of any of these covenants by judgment of Court shall not affect any of the other provisions, which shall remain in full force and effect.
8. 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.
9. In the event of a violation of this Covenant, in addition to any other remedies available, the City of Doral is hereby authorized to withhold any future permits, and refuse to make any inspections or grant any approval, until such time as this Covenant is complied with.
10. This Covenant may be executed in one or more counterparts, each of which shall be deemed an original for all purposes and all of which together shall constitute one and the same document.

[Execution Pages Follow]



IN WITNESS whereof, the parties have signed this Covenant as of the day and year first written above.

WITNESSES:

Park Square 7, LLC, a Delaware limited liability company

By: Park Square Property Holdings, LLC, a Delaware limited liability company, its sole member

Signature \_\_\_\_\_  
Print Name \_\_\_\_\_  
Signature \_\_\_\_\_  
Print Name \_\_\_\_\_

By: Urbanika Holdings III, LLC, a Delaware limited liability company, a member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: MASOUD SHOJAEI  
Manager

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

By: PRH Park Square, LLC, a Florida limited liability company, a member

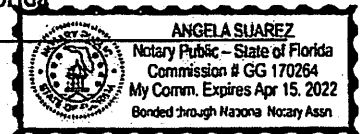
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA        )  
  )        SS:  
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 13<sup>th</sup> day of February, 2020, by Masoud Shojaei as Manager of Urbanika Holdings III, LLC, a Delaware limited liability company, a member of Park Square 7, LLC, a Delaware limited liability company, on behalf of the said limited liability companies. He/she personally appeared before me, is personally known to me or produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

Notary: \_\_\_\_\_  
Print Name: Angela Suarez  
Notary Public, State of Florida  
My commission expires: \_\_\_\_\_



IN WITNESS whereof, the parties have signed this Covenant as of the day and year first written above.

WITNESSES:

Park Square 7, LLC, a Delaware limited liability company

By: Park Square Property Holdings, LLC, a Delaware limited liability company, its sole member

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature


\_\_\_\_\_  
Print Name

By: Urbanika Holdings III, LLC, a Delaware limited liability company, a member

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
\_\_\_\_\_  
Signature

*Victoria Delgado*  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Signature

*Precilla Rivas*  
\_\_\_\_\_  
Print Name

By: PRH Park Square, LLC, a Florida limited liability company, a member

By:   
\_\_\_\_\_

Name: MATTHEW ALLEN

Title: Vice President

STATE OF FLORIDA )

) SS:

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_ day of February, 2020, by \_\_\_\_\_, as \_\_\_\_\_ of Urbanika Holdings III, LLC, a Delaware limited liability company, a member of Park Square 7, LLC, a Delaware limited liability company, on behalf of the said limited liability companies. He/she personally appeared before me, is personally known to me or produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

Notary: \_\_\_\_\_

Print Name: \_\_\_\_\_

Notary Public, State of Florida

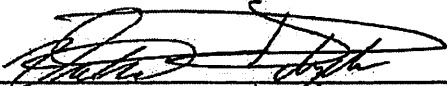
My commission expires: \_\_\_\_\_

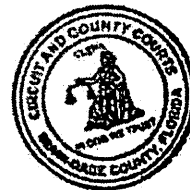


STATE OF FLORIDA        )  
                                  )  
COUNTY OF MIAMI-DADE)        SS:

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 13 day of February, 2020, by Matthew J. Allen, as VP of PRH Park Square, LLC, a Florida limited liability company, a member of Park Square 7, LLC, a Delaware limited liability company, on behalf of the said limited liability companies. He/she personally appeared before me, is personally known to me or produced \_\_\_\_\_ as identification.



Notary:   
Print Name: Victoria Delgado  
Notary Public, State of Florida  
My commission expires: \_\_\_\_\_



**WITNESSES:**

**Park Square Master, LLC, a Delaware limited liability company, as Successor Trustee under Land Trust No. 2401-3185-00**

By: City Place at Doral Retail Holdings, LLC, a Delaware limited liability company, its sole member

By: PR III City Place at Doral Retail, LLC, a Delaware limited liability company, its managing member

Stephen Drzwick  
Signature  
Stephen Drzwick  
Print Name  
Juliana DeMania  
Signature  
Juliana DeMania  
Print Name

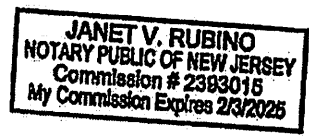
By: [Signature]  
Name: \_\_\_\_\_  
Title: Christopher Lockett  
Vice President

STATE OF New Jersey )  
  ) SS:  
COUNTY OF Morris )

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 18 day of February, 2020, by Christopher Lockett, as Vice President of PR III City Place at Doral Retail, LLC, a Delaware limited liability company, the managing member of City Place at Doral Retail Holdings, LLC, a Delaware limited liability company, the sole member of Park Square Master, LLC, a Delaware limited liability company, as Successor Trustee under Land Trust No. 2401-3185-00, on behalf of the said limited liability companies. He/she personally appeared before me, is personally known to me or produced N/A as identification.

[NOTARIAL SEAL]

Notary: Janet V. Rubino  
Print Name: Janet V. Rubino  
Notary Public, State of New Jersey  
My commission expires: 2-3-2025





**EXHIBIT "A"**

**LEGAL DESCRIPTION OF SEVEN PARCEL**

Tract "A" of the Plat of City Place Doral, as recorded in Plat Book 172, at Page 12 of the Public Records of Miami-Dade County, Florida.



**EXHIBIT "B"**

**LEGAL DESCRIPTION OF MASTER PARCEL**

Tracts "B" and "C" of the Plat of City Place Doral, as recorded in Plat Book 172, at Page 12 of the Public Records of Miami-Dade County, Florida.



EXHIBIT "C"

LEGAL DESCRIPTION OF PROPERTY

Tract "A", Tract "B", and Tract "C" of the Plat of "City Place Doral," according to the plat thereof, as recorded in Plat Book 172, at Page 12 of the Public Records of Miami-Dade County, Florida.



JOINDER BY MORTGAGEE

The undersigned, Regions Bank, the Mortgagee under that certain Mortgage, Assignment of Rents and Security Agreement executed as of July 2, 2015, recorded July 8, 2015, by Park Square Master, LLC, a Delaware limited liability company, as Successor Trustee under Land Trust No, 2401-3185-00 and recorded in Official Records Book 29687, at Page 2702, as affected by the instruments recorded in Official Records Book 29768, Page 3993, in Official Records Book 29863, Page 4739, and in Official Records Book 30053, Page 250, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing instrument, does hereby join in this Covenant for the purpose of subjecting the lien and operation of the above-described Mortgage to the terms of this Covenant.

IN WITNESS WHEREOF, these presents have been executed this 28<sup>th</sup> day of February, 2020.

WITNESSES:

Regions Bank,  
Mortgagee

[Signature]  
Witness

By: Mercedes Montalvo  
Print Name: Mercedes Montalvo  
Title: Senior Vice President  
Address: 2800 Ponce De Leon Blvd., 9<sup>th</sup> Floor  
Coral Gables, FL 33134

Patricia Tramo Nogueira  
Print Name

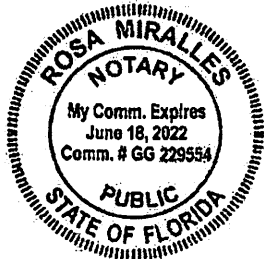
Michelle  
Witness

Michelle  
Print or Type Name

STATE OF FLORIDA )  
                                  ) SS  
COUNTY OF MIAMI-DADE )

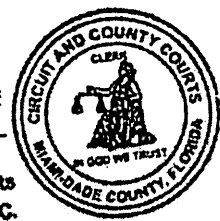
The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 28<sup>th</sup> day of February, 2020, Mercedes Montalvo, as Senior Vice President, of Regions Bank, Senior Vice President, on behalf of the bank. She is personally known to me or has produced \_\_\_\_\_, as identification and did/did not take an oath.

Notary Seal



Rosa Miralles  
Notary Public, State of Florida  
Print Name: Rosa Miralles  
My Commission Expires: June 18, 2022

STATE OF FLORIDA, COUNTY OF MIAMI-DADE  
I HEREBY CERTIFY that this is a true copy of the original filed in this office on \_\_\_\_\_ day of \_\_\_\_\_ AD 20  
FEB 28 2020  
WITNESS my hand and Official Seal.  
HARVEY RUDIN, Clerk of Circuit and County Courts  
By [Signature] PKS/887 D.C.





CFN 2020R0127007  
 OR BK 31831 Pgs 2952-2961 (10Pgs)  
 RECORDED 02/28/2020 15:21:17  
 HARVEY RUVIN, CLERK OF COURT  
 MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by,  
 record and return to:  
 Name: Kimberly S. LeCompte, Esq.  
 Address: Greenberg Traurig, P.A.  
 333 S.E. 2<sup>nd</sup> Avenue  
 Miami, Florida 33131

(Space Above For Recorder's Use Only)

**DECLARATION OF EASEMENTS AND OPERATING AGREEMENT**

THIS DECLARATION OF EASEMENTS AND OPERATING AGREEMENT (this "Agreement") is made and entered into this 28<sup>th</sup> day of February, 2020, by PARK SQUARE 7, LLC, a Delaware limited liability company, and PARK SQUARE MASTER, LLC, a Delaware limited liability company, as Successor Trustee under Land Trust Number 2401-3185-00 (collectively, "Declarant"), whose address is 315 South Biscayne Boulevard, 4<sup>th</sup> Floor, Miami, Florida 33131.

**RECITALS:**

A. Declarant is the owner of land more particularly described on Exhibit "A" lying and situated in the City of Doral, Miami-Dade County, Florida (the "Property").

B. The Property consists of three (3) platted tracts of land, identified as Tract "A", Tract "B", and Tract "C".

C. The Property is subject to a certain instrument entitled "Covenant Running with the Land in Lieu of Unity of Title" recorded on February 26, 2020 in Official Records Book 31831, at Page 2940 of the Public Records of Miami-Dade County, Florida (as amended, restated, supplemented and replaced from time to time, the "Covenant").

D. The Covenant provides, *inter alia*, that Declarant will not convey portions of the Property to other parties (thereby creating multiple owners of legal title to the Property) unless the Property is bound by and subject to an "Easement and Operating Agreement", as more particularly described in the Covenant.

E. Declarant desires to enter into this Agreement consistent with the terms and conditions set forth in the Covenant. Accordingly, this Agreement is (and shall be deemed to be) the "Easement and Operating Agreement" contemplated by the Covenant for all purposes thereof.

NOW THEREFORE, in consideration of the premises, Declarant hereby declares as follows:



1. **Recitals.** The above recitals are true and correct and incorporated herein by this reference.

2. **Grant of Easements.** Declarant hereby grants to all future owners of any parcel within the Property, and to their respective tenants, customers, invitees, and licensees subject to such reasonable limitations as shall be imposed by the owner and holder thereof, and reserves unto itself and its tenants, customers, invitees, and licensees, the non-exclusive right to the following easements, reservations, and agreements, which have been determined to be acceptable by the Director of the City of Doral Planning and Zoning Department, with all others referenced in the Covenant deemed waived:

- (i) easements in the common area of each parcel for ingress to and egress from other parcels;
- (ii) easements in the common area of each parcel for the passage and parking of vehicles;
- (iii) easements in the common area of each parcel for the passage and accommodation of pedestrians;
- (iv) easements for access roads across the common area of each parcel to public and private roadways;
- (v) appropriate reservation of rights to dedicate road rights-of-way and curb cuts;
- (vi) easements in favor of each such parcel for pedestrian and vehicular traffic over dedicated private ring roads and access roads;
- (vii) easements on each such parcel for building overhangs, other overhangs and projections encroaching upon such parcel from adjoining parcel such as, by way of example, marquees, canopies, lights, lighting devices, awnings, wing walls and the like; and
- (viii) appropriate agreements between the owners of the several parcels as to the obligation to maintain and repair all private roadways, parking facilities, common areas and the like.

3. **Property Maintenance.** Declarant and all future owners of any parcel within the Property shall maintain and keep in good repair the common areas, facilities and improvements referenced herein, and shall keep the same free and clear of rubbish and obstructions of every nature and shall provide adequate drainage and lighting thereon. The parking areas and rights-of-way for each parcel, shall be constructed in such manner as to meet at equal grades and no obstruction shall be erected or permitted upon either parcel that will in any way interfere with any rights granted by this Agreement.

4. **Rights of Designees.** The easements set forth in this Agreement shall benefit the Declarant, its successors, and their designated licensees, invitees, guests and patrons provided,



however, that nothing contained herein shall be deemed to be a dedication, conveyance or grant to the public in general nor to any persons or entities except as expressly set forth herein.

5. **Master Agreements**. Notwithstanding anything contained herein to the contrary, the easements established by this Agreement may be further defined in and shall be subject to the terms, conditions, restrictions and limitations of that certain Declaration of Covenants, Restrictions and Easements for CityPlace at Park Square and/or other agreements filed or to be filed of public record in Miami-Dade County, Florida (as amended, restated, supplemented and replaced from time to time, the "**Master Agreements**"), and any and all rules, regulations, guidelines, criteria and other requirements contained therein or promulgated thereunder. Some or all of the rights, obligations and responsibilities of Declarant and the Owners under this Agreement may be delegated to, assumed by and/or regulated by a master association, for-profit entity and/or other regime established or otherwise responsible under the Master Agreements for the governance of the Property or certain portions thereof (including without limitation certain areas and/or facilities within the Project that are shared by more than one Owner or portion of the Project or located in one portion of the Project but used exclusively by another Owner or portion of the Project), either in conjunction with or in lieu of Declarant or any other Owner, to facilitate the development, maintenance, management, operation and use of the Project or the applicable portion thereof.

6. **Owner**. The term "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any portion of the Property as hereinabove provided. However, for purposes of this Agreement, with respect to any portion of the Property that has been submitted to the condominium form of ownership or another collective ownership structure (a "**Submitted Portion**"), the condominium association, property owners' association or other entity governing such Submitted Portion shall be deemed to be the Owner of such Submitted Portion, even though it may not actually own any portion of such Submitted Portion. Notwithstanding the foregoing, any easements of use and enjoyment granted hereunder to Owners shall be deemed to also be granted to the owners of the various portions of the Submitted Portion (and their Permitted Users) to the extent permitted under this Agreement, the Master Agreements and the declaration governing the Submitted Portion.

7. **Amendment/Release**. The provisions of this instrument may be amended, released or modified by a written instrument executed by the then Owner(s) of the Property or portion thereof, with joinders by all mortgagees, if any, provided the same is also approved by the Director of the Planning and Zoning Department, or her/his successor. Should this Declaration be so modified or amended, the Director of the Planning and Zoning Department or her/his successor, shall forthwith execute or written instrument effectuating and acknowledging such amendment or modification.

8. **Severability**. If any provision of this Agreement shall be invalid or shall be determined to be void by any court of competent jurisdiction, then such provision or determination shall not affect any other provisions of this Agreement, all of which other provisions shall remain in full force and effect. It is the intention of the parties that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other which would render the provision valid, then the provisions shall have the meaning which renders it valid.



9. **Headings.** The headings set forth herein are merely for convenience and shall not be deemed to in any way expand or limit the interpretation of the provisions of this Agreement.

10. **Term.** This Agreement shall become effective upon recordation and shall continue for a term of 30 years from the effective date, thereafter automatically renewed for 10 year periods, unless released sooner with the written consent of the then owner(s) of the Property with the prior approval of the Director of the City of Doral Planning and Zoning Department or his/her successor.

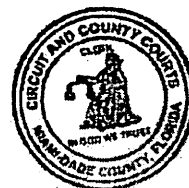
11. **Covenant Running with the Land.** The easements hereby granted and the requirements herein contained shall run with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors and assigns, including, any subsequent owners of all or any part of the premises described on Exhibit "A" hereof, and all persons claiming under them.

12. **Remedies.** Enforcement of this Agreement shall be exclusively by action at law or in equity against any parties or persons violating or attempting to violate any provision of this Agreement. The prevailing party in any action or suit pertaining to or arising out of this Agreement 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 its attorney, at trial and appeal. This enforcement provision shall be in addition to any other remedies available at law or in equity or both.

13. **Further Assurances.** This Agreement shall not be more strictly construed against any one of the parties in any claim under any provisions hereto. In constructing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, and reference to any particular gender shall be held to include every other and all genders.

IN WITNESS whereof, the parties have signed this Agreement as of the day and year first above written.

- SIGNATURE PAGES FOLLOW -







IN WITNESS WHEREOF, Declarant has executed this Agreement as of the day and year first above written.

WITNESSES:

Park Square 7, LLC, a Delaware limited liability company

By: Park Square Property Holdings, LLC, a Delaware limited liability company, its sole member

By: Urbanika Holdings III, LLC, a Delaware limited liability company, a member

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Victoria Delgado*  
\_\_\_\_\_  
Signature

*Victoria Delgado*  
\_\_\_\_\_  
Print Name

*Priscilla Evans*  
\_\_\_\_\_  
Signature

*Priscilla Evans*  
\_\_\_\_\_  
Print Name

By: PRH Park Square, LLC, a Florida limited liability company, a member

By: *Matthew Allen*  
\_\_\_\_\_  
Name: MATTHEW ALLEN

Title: Vice President

STATE OF FLORIDA )

COUNTY OF MIAMI-DADE )

SS:

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_ day of February, 2020, by \_\_\_\_\_, as \_\_\_\_\_ of Urbanika Holdings III, LLC, a Delaware limited liability company, a member of Park Square 7, LLC, a Delaware limited liability company, on behalf of the said limited liability companies. He/she personally appeared before me, is personally known to me or produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

Notary: \_\_\_\_\_

Print Name: \_\_\_\_\_

Notary Public, State of Florida

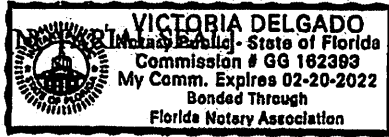
My commission expires: \_\_\_\_\_



81

STATE OF FLORIDA )  
 )  
 ) SS:  
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 13 day of February, 2020, by Matthew J. Aller as VP of PRH Park Square, LLC, a Florida limited liability company, a member of Park Square 7, LLC, a Delaware limited liability company, on behalf of the said limited liability companies. He/she personally appeared before me, is personally known to me or produced \_\_\_\_\_ as identification.



Notary: [Signature]  
Print Name: Victoria Delgado  
Notary Public, State of Florida  
My commission expires: \_\_\_\_\_





EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Tract "A", Tract "B", and Tract "C" of CITY PLACE DORAL, according to the Plat thereof as recorded in Plat Book 172, at Page 12, of the Public Records of Miami-Dade County, Florida.



**JOINDER BY MORTGAGEE**

The undersigned, Regions Bank, the Mortgagee under that certain Mortgage, Assignment of Rents and Security Agreement executed as of July 2, 2015, recorded July 8, 2015, by Park Square Master, LLC, a Delaware limited liability company, as Successor Trustee under Land Trust No, 2401-3185-00 and recorded in Official Records Book 29687, at Page 2702, as affected by the instruments recorded in Official Records Book 29768, Page 3993, in Official Records Book 29863, Page 4739, and in Official Records Book 30053, Page 250, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing instrument, does hereby join in this Covenant for the purpose of subjecting the lien and operation of the above-described Mortgage to the terms of this Agreement.

**IN WITNESS WHEREOF**, these presents have been executed this 28<sup>th</sup> day of February, 2020.

**WITNESSES:**

Regions Bank,  
Mortgagee

[Signature]  
Witness

By: Mercedes Montalvo  
Print Name: Mercedes Montalvo  
Title: Senior Vice President  
Address: 2800 Ponce De Leon Blvd., 9<sup>th</sup> Floor  
Coral Gables, FL 33134

Patricia Katten-Doguerin  
Print Name

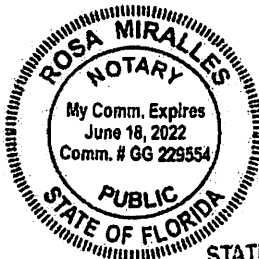
Mirabela  
Witness

Mirabela Marks  
Print or Type Name

STATE OF FLORIDA            )  
  ) SS  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 28<sup>th</sup> day of February, 2020, Mercedes Montalvo, as Senior Vice President, of Regions Bank, Senior Vice President , on behalf of the bank. She is personally known to me or has produced \_\_\_\_\_, as identification and did/did not take an oath.

Notary Seal



Rosa Miralles  
Notary Public, State of Florida  
Print Name: Rosa Miralles  
My Commission Expires: June 18, 2022

STATE OF FLORIDA, COUNTY OF MIAMI-DADE  
I HEREBY CERTIFY that this is a true copy of the  
original filed in this office on \_\_\_\_\_ day of  
FEB 28 2020, AD 20  
WITNESS my hand and Official Seal.  
HARVEY RUVIN, Clerk of Circuit and County Courts  
By: [Signature] D.C.

