

MEMORANDUM

From: Michael D. Katz, Esq.

To: File #02630.002

Re: Miami Beach Heights, Inc.

Dated: November 19, 2014

Miami Beach Heights, Inc. ("MBH") conveyed the current site of the Church by the Sea via two deeds in 1947¹ and 1951². Those deeds contained identical restrictions among others, limiting the use of the lands exclusively for church, religious and religious educational purposes.

The deeds in question contain various enforcement rights, reversionary rights and other equitable rights. The deeds reserved the right of assignment by MBH with the assignees to have every right, power and authority reserved to MBH by such deeds.

MBH on February 25, 1955 assigned those rights to Harbour Square, Inc. by deed³. Harbour Square, Inc. changed its name to Bal Harbour Shops, Inc.⁴. On July 19, 2014, Stanley Whitman, as the sole surviving member of Bal Harbour Shops, Inc., transferred those rights to Bal Harbour Shops, LLLP⁵.

Bal Harbour Shops, LLLP owns and controls the Deed Restrictions on the Church site.

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¹ Warranty Deed dated June 5, 1947, recorded in Official Records Book 2886, at Page 198, Public Records of Miami-Dade County, Florida

² Warranty Deed dated October 10, 1951, recorded in Official Records Book 3505, at Page 170, Public Records of Miami-Dade County, Florida

³ Quit Claim Deed dated February 25, 1955, recorded in Official Records Book 4050, at Page 315, Public Records of Miami-Dade County, Florida

⁴ Harbour Square, Inc. changed its name to Bal Harbour Shops, Inc. on October 2, 1957

⁵ Quit Claim Deed dated July 29, 2014, recorded in Official Records Book 29399, at Page 2971, Public Records of Miami-Dade County, Florida

DCGR 2836 PAGE 198

WARRANTY DEED

THIS INDENTURE, made this 5th day of June,
 A. D. 1947, between MIAMI BEACH HEIGHTS, INC., a corporation organized and existing under the laws of the State of Florida, having its principal place of business in the County of Dade, State of Florida, party of the first part, and THE CHURCH BY THE SEA, a non-profit corporation organized under the laws of the State of Florida, having its principal place of business in the County of Dade, State of Florida, the address of which is Bal Harbour Village, Florida, party of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Ten Dollars and other valuable considerations to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns, forever, that certain parcel of land lying and being in the County of Dade, State of Florida, described as follows:

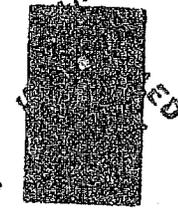
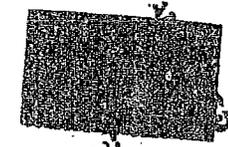
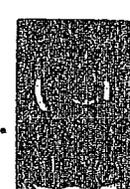
That portion of Tract "D" as shown on the plat of the RESIDENTIAL SECTION OF BAL HARBOUR recorded in Plat Book 44 at page 88 of the Public Records of Dade County, Florida, of which the following is the metes and bounds description:

Commencing at the Southeast corner of Block 2 as shown on a plat entitled Residential Section of Bal Harbour recorded in Plat Book 44 at page 88 of the Public Records of Dade County, Florida, run Southeasterly across Park Drive, along the Westerly line of Camden Drive extended Southerly, a distance of 83.84 feet to a point on the Northwestery boundary of Tract "D" as shown on the above mentioned recorded plat;

Thence continue Southeasterly along the Westerly line of said Camden Drive extended, a distance of 370 feet to the point of beginning of the tract herein described.

From said point of beginning run Southwestery along a line normal to the said Westerly line of Camden Drive extended, a distance of 150 feet to a point;

Thence run Southeasterly along a line parallel to the Westerly line of Camden Drive extended, a distance of 180.85 feet to a point on a line which is parallel to and 80 feet distant Northerly from the Northerly line of 88th Street as shown on the above mentioned recorded plat;



Thence run Easterly along a line parallel to and 20 feet Northerly of the North line of said 98th Street a distance of 108.99 feet to the point of curvature of a circular curve deflecting to the left;

Thence run along the arc of said circular curve deflecting to the left and having for its elements a central angle of $110^{\circ} 35' 25''$, a radius of 20 feet, and a tangent distance of 28.69 feet, a distance of 29.60 feet to a point;

Thence run Northwesterly along a line tangent to the above mentioned circular curve along the Westerly line of said Camden Drive extended, a distance of 170.22 feet to the point of beginning of the tract of land herein described, containing 0.52 acres more or less.

The above described property is conveyed subject to taxes for the year 1947 and subsequent years.

The strip of land twenty feet wide between the above described lands and 98th Street as shown on the above mentioned plat, is held by the grantor for parkway, roadway or landscaping purposes, or for dedication as a public or private street; but the grantor undertakes and agrees that no building or structure of any kind shall ever be erected on said twenty foot strip of land.

It is mutually understood and agreed between the parties hereto that the lands above described are sold and conveyed subject to the following conditions, restrictions and limitations:

1. The lands above described shall be used exclusively for church, religious, and religious educational purposes, and by Caucasian followers of the Christian faith only.

2. In the event that the grantee herein desires to sell the property conveyed by this deed, with its improvements, if any, then said property shall be offered for sale to the grantor at the same price at which the property is about to be sold, and the said grantor shall have fifteen (15) days within which to exercise its option to purchase said property; and should the grantor fail or refuse (within fifteen days after receipt of notice of the price and terms at which said property is about to be sold) to exercise its option to purchase said property at the price at which it is about to be sold, then the owner of said property shall have the right to sell said property subject to each and every restriction, covenant, limitation and agreement herein contained.

3. No building shall be erected or constructed on said property except a church building and such Sunday school, recreational, or other structures as may be necessary for carrying on the program for church, religious and religious-educational purposes, and all plans for the development and improvement of said property and for all structures thereon shall be approved by the grantor in writing before any construction or improving is begun.

BOOK 2886 PAGE 200

4. No building or any part thereof shall be erected nearer than twenty (20) feet from the east line, or Camden Drive (extended) frontage, or nearer than seven and one-half (7½) feet from any of the other boundary lines of said land.

5. No wall or fence may be erected on said property higher than five (5) feet above the elevation of the center of Camden Drive (extended), provided that minor projections above the restricted height for walls and fences for architectural features may be allowed at the option of the grantor.

6. Nothing shall be done on said lot which may be or become an annoyance or nuisance to the neighborhood. No horses, cattle, swine, goats, poultry or fowl shall be kept on said property.

7. No signs shall be displayed on said property except such as advertise said church and its program, and such signs shall be neat and attractive and shall have been approved by the grantor prior to their erection. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain on said premises, and if the grantee shall fail or refuse to keep said premises free of weeds, underbrush and refuse piles, or other unsightly growths or objects, then the grantor may enter upon said property and remove the same at the expense of the owner and such entry shall not be deemed a trespass.

8. No subdivision of said property by the grantee shall be permitted except with the written approval of the grantor, and no temporary or accessory building or structure shall be erected on said property without the written consent of the grantor.

9. An easement is reserved over the west five (5) feet of said property for the installation and maintenance of such utility services as may be necessary for the service of said property.

10. In the event of a violation or breach of any of the restrictions or covenants herein contained the grantor shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them and shall also have the right to enter upon the property and summarily abate or remove the violation at the expense of the owner, and such entry or abatement or removal shall not be deemed a trespass. Failure to enforce any breached covenant or restriction herein contained, however long continued, shall not be deemed a waiver of the covenant or restriction or a waiver of grantor's right of enforcement thereafter as to such breach of the restrictions or as to any breach thereof occurring prior or subsequent thereto.

11. In addition to any other right or remedy herein prescribed, violation directly or indirectly, in whole or in part, of any covenant, limitation or restriction contained in this instrument, by the grantee or its successors or assigns, or anyone claiming by, through or under it, whether by deed, will, descent, trust indenture, mortgage foreclosure, or by virtue of any judicial proceedings or otherwise, shall cause the above described lands to revert immediately to the grantor and shall authorize and empower the grantor to enter immediately upon said property and to take possession thereof, together with all improvements thereon, with full title in fee simple.

12. This conveyance is made subject to present and future building and zoning ordinances of Bal Harbour Village or any other constituted governmental authority with powers of adopting ordinances.

13. Miami Beach Heights, Inc., may assign any and all of its rights, obligations and privileges under this instrument to BAL HARBOR CLUB, INC., or to any other corporation or person, and such assignee shall have every right, power and authority reserved to or given to said assignor by this instrument.

14. By accepting this deed the grantee agrees that the foregoing restrictions, limitations and conditions are made a part of the consideration for this conveyance and are part of the purchase price of the above described lands, and that they are covenants running with the land and shall be binding upon the grantee and all subsequent owners.

15. The said party of the first part does hereby fully warrant the title to said lands, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its Vice-President, and its corporate seal to be affixed, attested by its Secretary, the day and year first above written.

MIAMI BEACH HEIGHTS, INC.

By [Signature]
Vice-President

Attest:

[Signature]
Secretary

BOOK 2886 PAGE 202
STATE OF MICHIGAN
COUNTY OF WAYNE

I HEREBY CERTIFY that on this 12 day of June, A. D. 1947, before me personally appeared E. M. SIMSON, as Vice-President of MIAMI BEACH HEIGHTS, INC., a corporation organized and existing under the laws of the State of Florida, to me known to be the person described in and who executed the foregoing Warranty Deed, and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and that said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Detroit, Wayne County, Michigan, the day and year last aforesaid.

James E. Collins
Notary Public, Wayne County, Michigan
My Commission Expires June 10, 1949

No. 252640

2-278 8 1/2 x 11 3/4

NOTARIAL ACKNOWLEDGMENT

I, CASPAR J. LINGGEMAN, Clerk of the Circuit Court for the County of Wayne, which is a Court of Record, having a seal,

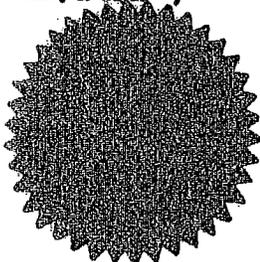
Do Heroby Certify, That James E. Collins whose name is subscribed to the Certificate or Proof of acknowledgment of the annexed instrument and therein written, was, at the time of taking such proof or acknowledgment a Notary Public in and for said County, duly commissioned and qualified and duly authorized to take the same. And, further, That I am well acquainted with the handwriting of such Notary Public, and verily believe that the Signature to the said Certificate or proof of acknowledgment is genuine. I further certify, That said instrument is executed and acknowledged according to the laws of this State.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court and County, at Detroit, this 5 day of June A. D. 1947

CASPAR J. LINGGEMAN, Clerk

Ed. M. ... Deputy Clerk

STATE OF MICHIGAN
County of Wayne



STATE OF FLORIDA)
COUNTY OF DADE)

I HEREBY CERTIFY that on this 6th day of June, A. D. 1947, before me personally appeared J. JULIEN SOUTHERLAND, as Secretary of MIAMI BEACH HEIGHTS, INC., a corporation organized and existing under the laws of the State of Florida, to me known to be the person described in and who executed the foregoing Warranty Deed, and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Miami Beach, in the County of Dade and State of Florida, the day and year last aforesaid.

Florence E. ...
Notary Public State of Florida at Large
My Commission Expires November 12, 1949

State of Florida County of Dade.
This instrument was filed for record the 10 day of July
1947 at 9:14 A.M. and duly recorded in Book 2886
Book 2886 on page 199 J. D. W. 57331
E. C. LEATHERMAN
Clerk Circuit Court
By [Signature] D.S.

WARRANT DEED

THIS DEED, made this 10th day of October,
A. D. 1951, between MIAMI BEACH HEIGHTS, INC., a corporation organized and
existing under the laws of the State of Florida, having its principal
place of business in the County of Dade, State of Florida, party of the
first part, and THE CHURCH BY THE SEA, a non-profit corporation organized
under the laws of the State of Florida, having its principal place of busi-
ness in the County of Dade, State of Florida, the address of which is
Bal Harbour Village, Florida, party of the second part,

WITNESSETH: That the said party of the first part, for and
in consideration of the sum of Ten Dollars and other valuable considerations
to it in hand paid by the party of the second part, the receipt whereof is
hereby acknowledged, has granted, bargained and sold to the party of the
second part, its successors and assigns, forever, that certain parcel of
land lying and being in the County of Dade, State of Florida, described as
follows:

Commencing at the Southeast corner of Block 2, as shown
on a Plat entitled, "Residential Section of Bal Harbour"
recorded in Plat Book 44, at Page 98 of the Public Rec-
ords of Dade County, Florida, run Southeasterly across
Park Drive, along the Westerly line of Camden Drive
extended Southerly, a distance of 63.64 feet to a point
on the Northwestern boundary of Tract "D" as shown on the
above mentioned recorded plat;

Thence continue Southeasterly along the Westerly line of said
Camden Drive extended, a distance of 370 feet to a point;

Thence run southwesterly along a line deflecting 90° to the
right normal to the said westerly line of Camden Drive extend-
ed, a distance of 130 feet to the point of beginning of the
tract of land herein described, said point being the north-
westerly corner of the original Community Church property;

Thence continue southwesterly along the last mentioned course
extended 26 feet to a point;

Thence run southeasterly along a line deflecting 90° to the
left, parallel to and 26 feet distant southwesterly from the
original Community Church property, a distance of 140.485 feet
to a point on a line which is parallel to and 20 feet distant
northerly from the northerly line of 96th Street as shown on
the above mentioned recorded plat;

3505 171

Thence run easterly a line deflecting 69°-24'-33" to the left, said line being parallel to and 20 feet northerly from the north line of said 96th Street, a distance of 27.776 feet to a point; said point being the southwesterly corner of the original Community Church property; thence run northwesterly along a line deflecting 110°-35'-25" to the left, said line being the southwesterly line of the original Community Church property, a distance of 150.25 feet to the point of beginning of the tract of land herein described containing 0.037 acres more or less.

The above described property is conveyed subject to taxes for the year 1951 and subsequent years.

The strip of land twenty feet wide between the above described lands and 96th Street as shown on the above mentioned plat, is held by the grantor for parkway, roadway or landscaping purposes, or for dedication as a public or private street; but the grantor undertakes and agrees that no building or structure of any kind shall ever be erected on said twenty foot strip of land.

It is mutually understood and agreed between the parties hereto that the lands above described are sold and conveyed subject to the following conditions, restrictions and limitations:

1. The lands above described shall be used exclusively for church, religious, and religious educational purposes, and by Caucasian followers of the Christian faith only.
2. In the event that the grantee herein desires to sell the property conveyed by this deed, with its improvements, if any, then said property shall be offered for sale to the grantor at the same price at which the property is about to be sold, and the said grantor shall have fifteen (15) days within which to exercise its option to purchase said property; and should the grantor fail or refuse (within fifteen days after receipt of notice of the price and terms at which said property is about to be sold) to exercise its option to purchase said property at the price at which it is about to be sold, then the owner of said property shall have the right to sell said property, subject to each and every restriction, covenant, limitation and agreement herein contained.
3. No building shall be erected or constructed on said property, except as an integral part of the improvements erected or constructed upon the adjoining property heretofore conveyed from the Seller herein to the Purchaser herein by Warranty Deed dated June 5, 1947, and recorded in Deed Book 2006 at Page 198, in the office of the Clerk of the Circuit Court of Dade County, Florida, and no such building shall be erected or constructed on said property, except church building and such Sunday school, recreational, or other structures as may be necessary for carrying on the program for church, religious and religious educational purposes and all plans for the development and improvement of said property shall be approved by Seller's architect.

4. Said property shall be considered, for the purposes of erecting and constructing improvements, as a portion of the adjoining property heretofore conveyed by Warranty Deed dated June 5, 1947, and recorded in Deed Book 2306 at Page 194 in the office of the Clerk of the Circuit Court of Duval County, Florida, to the Purchaser, and the two properties shall hereafter be considered as but one parcel of land, the building setback restrictions contained in paragraph 4. of said Warranty Deed, dated June 5, 1947, shall be construed and are hereby declared to be applicable only to the overall perimeter boundary lines of the two adjacent parcels.

5. No wall or fence may be erected on said property higher than five (5) feet above the elevation of the center of Camden Drive (extended), provided that minor projections above the restricted height for walls and fences for architectural features may be allowed at the option of the grantor.

6. Nothing shall be done on said lot which may be or become an annoyance or nuisance to the neighborhood. No houses, cattle, swine, goats, poultry or fowl shall be kept on said property.

7. No signs shall be displayed on said property except such as advertise said church and its program, and such signs shall be neat and attractive and shall have been approved by the grantor prior to their erection. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain on said premises, and if the grantor shall fail or refuse to keep said premises free of weeds, underbrush and refuse piles, or other unsightly growths or objects, then the grantor may enter upon said property and remove the same at the expense of the owner and such entry shall not be deemed a trespass.

8. No subdivision of said property by the grantor shall be permitted except with the written approval of the grantor, and no temporary or accessory building or structure shall be erected on said property without the written consent of the grantor.

9. An easement is reserved over the west five (5) feet of said property for the installation and maintenance of such utility conduits as may be necessary for the service of said property.

10. In the event of a violation or breach of any of the restrictions, or covenants herein contained the grantor shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them and shall also have the right to enter upon the property and summarily abate or remove the violation at the expense of the owner, and such entry or abatement or removal shall not be deemed a trespass. Failure to enforce any breached covenant or restriction herein contained however long continued, shall not be deemed a waiver of the covenant or restriction or a waiver of the grantor's right of enforcement thereafter as to such breach of the restrictions or as to any breach thereof occurring prior or subsequent thereto.

11. In addition to any other right or remedy herein prescribed, violation directly or indirectly, in whole or in part, of any covenant, limitation or restriction contained in this instrument, by the grantor or its successors or assigns, or anyone claiming by, through or under it, whether by deed, will, descent, trust instrument, mortgage foreclosure, or by virtue of any judicial proceedings or otherwise, shall cause the above described lands to revert immediately to the grantor and shall authorize and empower the grantor to enter immediately upon said property and take possession thereof, together with all improvements thereon, with full title in fee simple.

12. This conveyance is made subject to present and future building and zoning ordinances of the various villages or any other constituted governmental authority with powers of changing ordinances.

13. Miami Beach Heights, Inc., may assign any and all of the rights, obligations and privileges under this instrument to REAL ESTATE CLUB, INC., or to any other corporation or person, and such assignee shall have every right, power and authority reserved to or given to said assignor by this instrument.

14. By executing this deed the grantee agrees that the foregoing restrictions, limitations and conditions are made a part of the consideration for this conveyance and are part of the purchase price of the above described lands, and that they are covenants running with the land and shall be binding upon the grantee and all subsequent owners.

15. The said party of the first part does hereby fully warrant the title to said lands, and will defend the same against the lawful claims of all persons whatsoever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its President, and its corporate seal to be affixed, attested by its Secretary, the day and year first above written.

Signed, sealed and delivered in the presence of

MIAMI BEACH HEIGHTS, INC.

[Signature]
Ernie C. Collins

[Signature]
Robert C. Graham
President

[Signature]
J. D. [Name]
Secretary

STATE OF INDIANA)
COUNTY OF DAVENPORT)

I HEREBY CERTIFY that on this 17th day of October, A. D. 1951, before me the undersigned authority of, Ernie C. Collins, as President of MIAMI BEACH HEIGHTS, INC., a corporation organized and existing under the laws of the State of Florida, to me known to be the person described in and who executed the foregoing Warranty deed, and acknowledged the execution thereof to be his free act and deed as said officer for the uses and purposes therein mentioned, and that he affixed thereto the official seal of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Washington, in the County of Davenport and State of Indiana, the day and year last aforesaid.

[Signature]
Anna Scheller
Notary Public

My Commission Expires: December 17, 1952



STATE OF MICHIGAN)
COUNTY OF WAYNE)

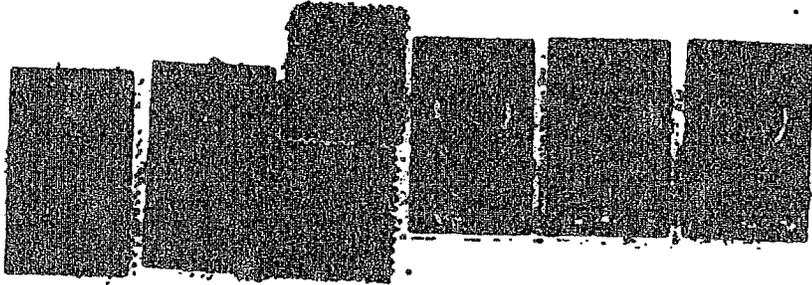
I HEREBY CERTIFY that on this 10th day of February, A. D. 1951, before me personally appeared H. W. SUTTON as Secretary of MIAMI BEACH HERALDS, INC., a corporation organized and existing under the laws of the State of Florida, to me known to be the person described in and who executed the foregoing Warranty Deed, and acknowledged the execution thereof to be his free act and deed as such officer for the use and purposes therein mentioned, and that said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Detroit, County of Wayne State of Michigan, the day and year last aforesaid.



Francis E. Galloway
Notary Public

My Commission Expires: May 31, 1953



State of Florida, County of Dade
This instrument was filed for record the 21st day of April
1951 at 2:11 PM and duly recorded in Book
No. 3216 on Page 120. File No. M 12206
S. P. NOTARIES
Notary Seal Text

[Signature]

This Indenture.

Made this 25th day of February, A. D. 19 55.

Between MIAMI BEACH HEIGHTS, INC.

a corporation existing under the laws of the State of Florida
party of the first part, and HARBOUR SQUARE, INC., a Florida corporation, whose
mailing address is 9700 Collins Avenue, Miami Beach

Dade, of the County of
and State of Florida, party of the second part,

Witnesseth, That the said party of the first part, for and in consideration of
the sum of Ten Dollars (\$10.00) and other valuable considerations ~~-----Dollars~~,
in hand paid by the said party of the second part, the receipt whereof is hereby
acknowledged, hath remised, released and quit-claimed, and by these presents
doth remise, release and quitclaim unto the said party of the second part, and
its successors ~~hath~~ and assigns forever, all the right, title, interest, claim
and demand which the said party of the first part hath in and to the following
described lot, piece or parcel of land, situate lying and being in the County of
Dade State of Florida, to wit:

All of Tract "D" of the RESIDENTIAL SECTION OF BAL HARBOUR,
according to the Plat thereof, recorded in Plat Book 44, at
Page 98, of the Public Records of Dade County, Florida.

It is intended that this conveyance shall include all easements in said Tract "D"
heretofore reserved to the Grantor and also to convey to the Grantee all rever-
sionary rights heretofore reserved, retained and withheld by the Grantor in cer-
tain deeds heretofore given to various parcels in said Tract "D" and also to con-
vey to the Grantee all options to purchase now held by the Grantor in and to cer-
tain parcels of land in said Tract "D", and also to convey to the Grantee all rights,
obligations and privileges heretofore reserved, retained and withheld in and by the
various covenants, restrictions and limitations set forth in certain deeds hereto-
fore given by the Grantor to various parcels of land in said Tract "D", and also any
and all other rights, title and interests of the Grantor in and to or in anywise
pertaining to said Tract "D".



To Have and to Hold the same, together with all and singular the
appurtenances thereunto belonging or in anywise appertaining, and all the estate,
right, title, interest and claim whatsoever of the said party of the first part, either
in law or equity, to the only proper use, benefit and behoof of the said party
of the second part, its successors ~~hath~~ and assigns forever.

In Witness Whereof, the said party of the first part has
caused these presents to be signed in its name by its President,
and its corporate seal to be affixed, attested by its Secretary
the day and year above written.

(Corporate
Seal)

Attest: [Signature]
Secretary

MIAMI BEACH HEIGHTS, INC.
By [Signature]
President

Signed, Sealed and Delivered in Our Presence:

[Signature]
[Signature]

State of Florida,

County of DADE.

I HEREBY CERTIFY, That on this 28th day of February A. D. 19 55, before me personally appeared ROBERT C. GRAHAM, ~~President~~ President

of MIAMI BEACH HEIGHTS, INC. a corporation under the laws of the State of Florida, to me known to be the person described in and who executed the foregoing conveyance to HARBOUR SQUARE, INC., a Florida corporation,

and ~~personally~~ acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Miami Beach in the County of Dade and State of Florida, the day and year last aforesaid.

My Commission Expires Nov 1st, 1955 Lillian S. Rawlin Notary Public, State of Florida at Large STATE OF DETROIT) COUNTY OF WAYNE)

I HEREBY CERTIFY, That on this 25th day of February, A. D. 1955, before me personally appeared H. M. SISSON, Secretary of MIAMI BEACH HEIGHTS, INC., a corporation under the Laws of the State of Florida, to me known to be the person described in and who executed the foregoing conveyance to HARBOUR SQUARE, INC., a Florida corporation, and acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mention; and that he affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Detroit, in the County of Wayne and State of Michigan, the day and year last aforesaid.

My commission expires: May 14, 1957 Frances E. Colford Notary Public, Wayne County, Michigan Frances E. Colford

Quit-Claim Deed

FROM CORPORATION

EE 31833

TO

Date STATE OF FLORIDA, County of DDADE

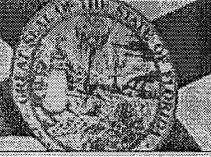
On this 1st day of March A. D. 1954 at o'clock m., this instrument was filed for record, and being duly acknowledged and proven, I have recorded the same on pages 375 of Book 4252 in the public records of said County. In Witness Whereof, I have hereunto set my hand and affixed the seal of the Circuit Court of the Judicial Circuit of said State, in and for said County.

E. B. LEATHERMAN Clerk.

By: *[Signature]* D. C.

LAW OFFICE COPELAND, THERREL & BAISDEN MIAMI BEACH FIRST NATIONAL BANK BUILDING MIAMI BEACH, FLORIDA

FILED FOR RECORD LESS MAR 1 AM 11 45 E. B. LEATHERMAN JUDICIAL CLERK OF DADE COUNTY

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS					
Home	Contact Us	E-Filing Services	Document Searches	Forms	Help
Return to Detail Screen					
Events					
BAL HARBOUR SHOPS, INC.					
Document Number	179644				
Date Filed	07/15/1954				
Effective Date	None				
Status	Inactive				
Event Type	Filed Date	Effective Date	Description		
NAME CHANGE AMENDMENT	10/02/1957		OLD NAME WAS : HARBOUR SQUARE, INC.		
NAME CHANGE AMENDMENT	10/23/1954		OLD NAME WAS : COMMUNITY PLAZA, INC.		
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FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Profit Corporation

BAL HARBOUR SHOPS, INC.

Filing Information

Document Number	179644
FEI/EIN Number	000000000
Date Filed	07/15/1954
State	FL
Status	INACTIVE
Last Event	VOLUNTARY DISSOLUTION
Event Date Filed	01/19/1973
Event Effective Date	NONE

Principal Address

COPELAND THERRER BAISDEN & PETERSON
9700 COLINS AVE BAL HARBOUR
MIAMI BEACH, FL

Mailing Address

COPELAND THERRER BAISDEN & PETERSON
9700 COLINS AVE BAL HARBOUR
MIAMI BEACH, FL

Registered Agent Name & Address

STILLMAN, RONALD Y
1111 LINCOLN ROAD
SUITE 600
MIAMI BEACH, FL

Officer/Director Detail

Name & Address

Title PT

WHITMAN, STANLEY
9700 COLLINS AVE
MIAMI BEACH, FL

Title VD

WHITMAN, DUDLEY A

9700 COLLINS AVE
MIAMI BEACH, FL

Title VD

WHITMAN, WILLIAM F
9700 COLLINS AVE
MIAMI BEACH, FL

Title S

STILLMAN, RONALD Y
9700 COLLINS AVE
MIAMI BEACH, FL

Title S

COHEN, C. PAUL (ASST)
9700 COLLINS AVE
MIAMI BEACH, FL

Title D

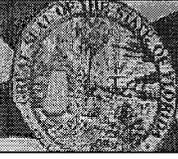
WHITMAN, STANLEY
9700 COLLINS AVE
MIAMI BEACH, FL

Annual Reports

No Annual Reports Filed

Document Images

No images are available for this filing.

**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Profit Corporation**

BAL HARBOUR SHOPS, INC.

Filing Information

Document Number	P14000063171
FEI/EIN Number	NONE
Date Filed	07/28/2014
State	FL
Status	ACTIVE
Effective Date	07/28/2014

Principal Address9700 COLLINS AVENUE, 3RD LEVEL
EXECUTIVE OFFICE
BAL HARBOUR, FL 33154**Mailing Address**9700 COLLINS AVENUE, 3RD LEVEL
EXECUTIVE OFFICE
BAL HARBOUR, FL 33154**Registered Agent Name & Address**CORPCO, INC.
2699 SOUTH BAYSHORE DRIVE, 7TH FLOOR
MIAMI, FL 33133**Officer/Director Detail****Name & Address**

Title D

WHITMAN, STANLEY F
9700 COLLINS AVENUE, 3RD LEVEL
BAL HARBOUR, FL 33154

Title D

WHITMAN, RANDALL A
9700 COLLINS AVENUE, 3RD LEVEL
BAL HARBOUR, FL 33154

Title D

LAZENBY, MATTHEW W
9700 COLLINS AVENUE, 3RD LEVEL
BAL HARBOUR, FL 33154

Annual Reports

No Annual Reports Filed

Document Images

07/28/2014 -- Domestic Profit

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State of Florida, Department of State

Return to:

Michael D. Katz, Esq.
Katz Barron Squitiero Faust
2699 South Bayshore Drive, 7th Floor
Miami, FL 33133

This Instrument Prepared By:

Michael D. Katz, Esq.
Katz Barron Squitiero Faust
2699 South Bayshore Drive, 7th Floor
Miami, FL 33133

Parcel Identification Folio Number: 12-2226-006-0060

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 29 day of July, 2014, by Stanley F. Whitman, as the sole surviving member of the last Board of Directors of Bal Harbour Shops, Inc., formerly known as Harbour Square, Inc., a Florida corporation, which was voluntarily dissolved on January 19, 1973, first party, to Bal Harbour Shops, LLLP, a Florida limited liability limited partnership, whose post office address is 9700 Collins Avenue, Executive Offices/3rd Level, Bal Harbour, FL 33154, second party,

(Wherever used herein, the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, wherever the context so admits or requires.)

WITNESSETH, that the said first party, for and in consideration of the sum of TEN and NO/100 (\$10.00) DOLLARS, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim, unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land situate, lying and being in the County of Miami-Dade, State of Florida, more particularly described as follows:

All of Tract "D" of the RESIDENTIAL SECTION OF BAL HARBOUR, according to the Plat thereof, recorded in Plat Book 44, at Page 98, of the Public Records of Miami-Dade County, Florida.

It is intended that this conveyance shall include all easements in said Tract "D" heretofore reserved to the Grantor and also to convey to the Grantee all reversionary rights heretofore reserved, retained and withheld by the Grantor in certain deeds heretofore given to various parcels in said Tract "D" and also to convey to the Grantee all options to purchase now held by the Grantor in and to certain parcels of land in said Tract "D", and also to convey to the Grantee all rights, obligations and privileges heretofore reserved, retained and withheld in and by the various covenants, restrictions and limitations set forth in certain deeds heretofore given by the Grantor to various parcels of land in said Tract "D", and also any and all other rights, title and interests of the Grantor in and to or in anywise pertaining to said Tract "D" including without limitation, all easements and other rights described in that certain Quit Claim Deed dated February 25, 1955 from Miami Beach Heights, Inc. a Florida corporation, as Grantor, to Harbour Square, Inc., a Florida corporation, as Grantee, recorded in ORB 4050, page 315 of the Public Records of Miami-Dade County, Florida.

TO HAVE AND TO HOLD the same together with all and singular appurtenances thereunto belonging or anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the first party, either in law or equity, to the only proper use, benefit and behalf of the

said second party forever.

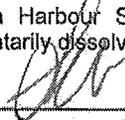
IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

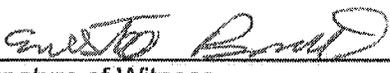
STANLEY F. WHITMAN, as the sole surviving member of the last Board of Directors of Bal Harbour Shops, Inc. f/k/a Harbour Square, Inc., a Florida corporation, voluntarily dissolved



Signature of Witness
Witness' Name: Victor Canales



Print Name: STANLEY F. WHITMAN
Address: 6700 COLLINS AVENUE 300A
BAL HARBOUR, FL 33154

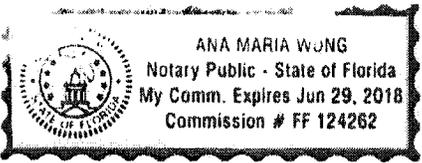


Signature of Witness
Witness' Name: Ernesto Berrio

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared STANLEY F. WHITMAN, as the sole surviving member of the last Board of Directors of Bal Harbour Shops, Inc., f/k/a Harbour Square, Inc., a Florida corporation voluntarily dissolved, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, that I relied upon the following form of identification of the above-named person:
FDL# W355-786-12-415-0

WITNESS my hand and official seal in the County and State last aforesaid this 29 day of July, 2014.





NOTARY PUBLIC, State of Florida
Print Name: Ana M. Wong