

This instrument was prepared by:

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(Space reserved for Clerk)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned Owner, **CFF Development Group, LLC**, 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

IN ORDER TO ASSURE the **County** that the representations made by the Owner during consideration of Public Hearing No. Z2020000125 will be abided by, the Owner freely, voluntarily, and without duress makes the following Declaration of Restrictions covering and running with the Property:

- 1) Recitals. That the foregoing recitals are incorporated as if fully set forth herein.
- 2) Height Limitation Plan. Attached as Exhibit "B" is a building elevation plan prepared by E.S.A Quality Design, Edward Silva, Architect ("Building Elevation Plan"). The Building Elevation Plan establishes height limitations for areas within the Property. No building on the Property shall exceed the height limitations reflected in the Building Elevation Plan. Heights are measured from finished floor to top of upper floor ceiling. Parapets, elevator shafts, stairs, equipment, and other such features, including buildings placed at the end of a Street Vista in accordance with the Code of Miami-Dade County, may exceed the height limitations.
- 3) Limitation on Number of Residential Units. No more than 340 residential units shall be developed on the Property.
- 4) Trees. Owner shall comply with landscape requirements of the Leisure City Community Urban Center District ("LCCUC"), contained in Article XXXIII (Q) and the Standard Urban Center Regulations ("SUCR"), contained in Article XXXIII (K), both of the Code of Miami-Dade County, Florida. All required trees shall have a minimum height of 14'-16'. Subject to review and approval by Miami-Dade County: a) all trees shall be native and shall be installed staggered every 20 feet on center to discourage parking on the swale areas, and b) two-thirds (2/3) of required trees shall be installed on the Property and the balance on the swale area along the east side of SW 162nd Avenue (Farm Life Road).
- 5) Frontage on SW 162nd Avenue (Farm Life Road). All 3-story buildings fronting on SW 162 Avenue (Farm Life Road) shall have stoops and doors facing the street, and shall have undulations every 30 ft. on center that is at a minimum 5 feet deep and 5 feet wide, to ensure that the building is not monolithic in nature.

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- 6) Retail Uses. A minimum of 1,500 sf of retail space containing neighborhood-type services shall be provided along the frontage with Old Harriet Tubman Highway (“1500 sf Minimum”). No portion of the 1500 sf Minimum shall include uses designated for the daily operation the residential complex, such as leasing and/or management office, onsite recreation or multipurpose facilities and/or mailroom associated with the residential use.
- 7) Recreational Area. Owner shall provide a recreational area within the Property, including gym facilities, a pool and pool deck.
- 8) Parking. Owner shall provide more parking spaces than the minimum required by the LCCUC and/or the SUCR, including permitted reductions, to discourage parking in the swales and other public spaces.
- 9) Cell Towers. No commercial cell towers providing shared communications services to users who do not reside on the Property shall be allowed on the Property.
- 10) Extension of Sidewalk. Subject to review and approval by Miami-Dade County, Owner shall construct a continuous 8' wide sidewalk on the public swale area along the west side of Old Harriet Tubman Highway, from the north boundary of the Property to the existing crosswalk connecting the east and west sides of Old Harriet Tubman Highway, such that it aligns with the proposed opening to multipurpose path scheduled for transit way.
- 11) Monetary School Contribution. In an effort to promote the visual and performing arts, Owner shall make a voluntary contribution of \$2,000.00 to either Avocado Elementary or South Dade Senior High. Said contribution shall be used to support art programming at said schools and shall be paid prior to issuance of the first construction permit on the Property.
- 12) Compliance with Regulations. The Property shall be developed in substantial compliance with the Building Elevation Plan and all other applicable Miami-Dade County laws and regulations, as they may be modified. In the event of a conflict between this Declaration, and the LCCUC and/or the SUCR, the latter shall control.
- 13) Miscellaneous.
- 13.1 County Inspection. As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.
- 13.2 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.

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13.3 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.

13.4 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 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.

13.5 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.

13.6 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.

13.7 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.

13.8 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.

13.9 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

13.10 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

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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.

13.11 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.

13.12 Owner. The term Owner shall include the Owner, and its heirs, successors and assigns.

[Execution Pages Follow]

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