



CFN 2022R0538973
OR BK 33275 Pgs 375-393 (19Pgs)
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HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by:

Name: Alejandro J. Arias, Esq.
Address: Holland & Knight LLP
701 Brickell Avenue
Suite 3300
Miami, Florida 33131

(Space reserved for Clerk of Court)

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS is made this 29 day of June, 2022 by Century Midtown Properties, LLC ("Century Midtown"), a Florida limited liability company, Century Town Center 1, LLC ("CTC-1"), a Delaware limited liability company, and Century Town Center 2, LLC ("CTC-2"), a Delaware limited liability company (collectively the "Owners"), in favor of the City of Doral, a political subdivision of the State of Florida (the "City").

W-I-T-N-E-S-S-E-T-H:

WHEREAS, the Owners hold the fee simple title to that ±8.8 acre parcel of land located east of NW 107 Avenue on both sides of NW 82 Street, more particularly described in the attached Exhibits: Exhibit "A-1 (Century Midtown Property)", Exhibit "A-2 (CTC-1 Property)", and Exhibit "A-3 (CTC-2 Property)" (collectively the "Property");

WHEREAS, the Owners have filed an application with the City Planning and Zoning Department, which is currently pending under Project No. 2017070003 for the purposes of seeking: (i) a modification of "Phase II" of the Midtown Doral Planned Unit ("PUD"), as set forth in the Modification of Master Development Agreement for Midtown Doral, recorded in Official Records Book 31982, Page 4378 of the Public Records of Miami-Dade County, Florida; and (ii) an amendment to the Settlement Agreement, recorded in Official Records Book 26862, Page 4111, as most recently amended by the Fourth Amendment to the Settlement Agreement, pursuant to Resolution No. 15-209, passed and adopted by the City on October 21, 2015 (the "Settlement Agreement") (collectively, the "Application");

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT A SCRIVENER'S ERROR ON PAGE 3796 OF THE DOCUMENT RECORDED IN OFFICIAL RECORDS BOOK 33135, PAGES 3796 - 3812 IN PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

NOW, THEREFORE, IN ORDER TO ASSURE the City that the representations made by the Owners during its consideration of the Application will be abided by, the Owners freely, voluntarily, and without duress, hereby make the following Declaration of Restrictions (the "Declaration") covering and running with the Property:

1. The above recitals are hereby incorporated by reference.
2. Dedication of Off-Site Open Space Parcel. To help mitigate the Application's impact on the City's park and recreation facilities, the Owners have identified for future conveyance to the City that certain parcel of land, consisting of approximately fifty (50) acres, which is located generally on the north side of NW 74 Street and west of NW 107 Avenue and which is currently being maintained as a preservation area, as more particularly described in Exhibit "B" (the "Off-Site Parcel"). As a condition to the approval of the Application, the Owners shall convey the Off-Site Parcel to the City at no cost to the City. The City and the Owners acknowledge that the City's intended use of the Off-Site Parcel as a passive recreational area, including public view corridors (the "City's Intended Use"), may require the approval of a modification of that certain conservation easement in favor of the South Florida Water Management District (the "SFWMD"), as amended, which is recorded at Official Records Book 27780, Pages 4630-4750 of the Public Records of Miami-Dade County (the "Modification"). The City shall have one-hundred and eighty (180) days (unless such time is extended by mutual agreement of the Owners and the City) following final approval of the Application to secure the approval of the Modification by the SFWMD and, if applicable, the US Army Corps of Engineers and the County's Division of Environmental Resources Management (the "Environmental Agencies"). The Owners shall cooperate fully with the City, including by promptly

signing any applications and documents required by the Environmental Agencies in connection with the approval of the Modification. The Owners shall cause the conveyance of the Off-Site Parcel to the City at no cost to the City in its "as is, where is" condition, subject to all existing exceptions and encumbrances and to be held as public park land, within ten (10) business days following the approval of the Modification. As additional consideration, the Owners agree not to seek certificates of occupancy for more than 505 units until such time as the City has secured the approval of the Modification.

3. **Use of Clubhouse Amenities.** The use of the clubhouse amenities shall be limited to the residents of the Midtown PUD, their guests and invitees. Notwithstanding anything in the Homeowners' Association Documents for Midtown Doral (the "HOA Documents") to the contrary, this provision, and the provisions sets forth in the Second Modification to the Master Development Agreement (the "Second Modification") and the Fifth Amendment to Settlement Agreement (the "Fifth Amendment"), shall supersede all conflicting language set forth therein.

4. **Electric Vehicle Charging Stations.** Notwithstanding anything in the Development Agreement to the contrary, the development of Phase II shall comply with the provisions of Section 77-141 of the City Code.

5. **On Demand Shuttle Service.** Within 180 days following the issuance of a certificate of occupancy for the clubhouse, the owner of the clubhouse shall provide transportation within the boundaries of the Midtown PUD to residents of the Midtown PUD (their guests and invitees) to and from the clubhouse during the operating hours of the clubhouse. The transportation service may be provided on an *on-call / on-demand* basis or on a fixed route and schedule and through a third party service.

6. **Miscellaneous.**

A. **Covenant Running with the Land.** This Declaration on the part of the Owners shall constitute a covenant running with the land and shall be recorded, at the Owners expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Owners 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 the City and the public welfare. The Owners, their heirs, successors and assigns, acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on the City.

B. **Term.** This Declaration of Restrictions 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 of Restrictions 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 in the public records agreeing to change the Declaration of Restrictions in whole, or in part, provided that the Declaration of Restrictions has first been modified or released by the City.

C. **Modification, Amendment, Release.** This Declaration shall not be amended or modified in any manner, except, in writing executed by the Owners or their respective successors and/or assigns; provided that the same is also approved by the City Council and the Mayor of the City of Doral, Florida, or its successors, by resolution, upon advertised notice, or by ordinance if the covenant is adopted by ordinance or as otherwise provided in the City of Doral Charter.

D. **Enforcement.** Enforcement shall be by action against any parties or person violating, or attempting to violate, the Declaration. 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.

E. Authorization of City of Doral 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 City 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.

F. 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.

G. Presumption of Compliance. Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the City, and inspections made and approval of occupancy given by the City, 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.

H. City Inspection. As further part of this Declaration, it is hereby understood and agreed that any official inspector of the City, 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 the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

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 City shall be entitled to revoke any approval predicated upon the invalidated portion.

J. Recordation and Effective Date. 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 City of Doral Planning and Zoning Director, or the executive officer of the successor of said department. This Declaration shall become effective immediately upon recordation.

K. Acceptance of Declaration. Acceptance of this Declaration of Restrictions does not obligate the City in any manner, nor does it entitle the Owners to a favorable recommendation or approval of any application, zoning or otherwise, and the City retains its full power and authority to, with respect to the Property, deny each such application in whole or in part and to decline to accept any conveyance.

L. Use to Comply with Law. It is understood that if the Application is approved, the undersigned must comply with all applicable Federal, State, County, and City laws, rules, and regulations.

M. Owners. The term "Owners" shall include the current Owners and their successor and assigns.

N. Authority. The persons signing below on behalf of Owners, respectively, represent and warrant that they each have full right and authority to execute this Declaration, that they are authorized to do so and that no consents of any person(s) are required other than those which have already been obtained.

O. Integration. With the exception of representations made during the consideration

of the Application at public meetings, this instrument together with all other exhibits hereto embodies the whole Declaration of the parties with respect to the subject matter hereof, and there are no promises, terms, conditions, or obligations other than those herein contained. This Declaration shall supersede all previous letters of intent, communications, discussions, representations, or agreements, either verbal or written, between the parties hereto (and their officers, directors, employees, agents, and beneficiaries) and not herein contained. All exhibits to this Declaration are incorporated herein by reference.

P. Construction. The Owners acknowledges participating equally in the drafting of this Declaration and that, accordingly, no court construing this Declaration shall construe it more stringently against anyone party.

Q. Counterparts. This Declaration may be executed in two or more counterparts, each of which shall be deemed an original, but, all of which together shall constitute one and the same instrument.

R. Choice of Law. This Declaration and all questions of interpretation, construction, and enforcement shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflicts of law principles. Any legal action brought in connection with this Declaration shall be filed exclusively in Miami-Dade County, Florida.

S. Waiver of Right to Trial by Jury. The Owners to the fullest extent permitted by applicable law, hereby waives, relinquishes and foregoes the right to a trial by jury in any action or proceeding based upon, arising out of, or in any way related to this Declaration.

[Execution Page Follows]

WITNESS WHEREOF, we have executed this Declaration of Restrictions as of this 24 day of June, 2022.

WITNESSES:

CENTURY MIDTOWN PROPERTIES, LLC,
a Florida limited liability company

[Signature]
Signature
[Printed Name]
Printed Name

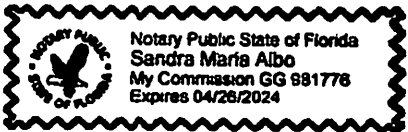
By: [Signature]
Name: Sergio Pino
Title: Manager

[Signature]
Signature
Alexandra J. Aron
Printed 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 24 day of June, 2022, by Sergio Pino, as Manager of **CENTURY MIDTOWN PROPERTIES, LLC**, a Florida limited liability company, who is personally known to me or has produced _____ as identification.

[NOTARIAL SEAL]



[Signature]
Print Name: Sandra Maria Albo
Notary Public, State of Florida
Commission #: GG 981776
My Commission Expires: April 26, 2024

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT A SCRIVENER'S ERROR ON PAGE 3796 OF THE DOCUMENT RECORDED IN OFFICIAL RECORDS BOOK 33135, PAGES 3796 - 3812 IN PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

WITNESS WHEREOF, we have executed this Declaration of Restrictions as of this 24
day of June, 2022.

WITNESSES:

CENTURY TOWN CENTER 1, LLC,
a Delaware limited liability company

[Signature]
Signature
FORMAL LAYPSE
Printed Name

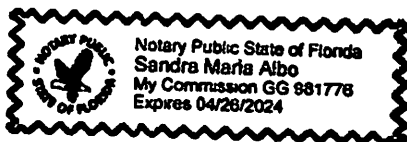
By: [Signature]
Name: Sergio Pino
Title: Authorized Signatory

[Signature]
Signature
Alejandro J. Aris
Printed Name

STATE OF Florida)
COUNTY OF Miami-Dade) SS:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 24 day of June, 2022, by Sergio Pino, as the Authorized Signatory of **CENTURY TOWN CENTER 1, LLC**, a Delaware limited liability company, who is personally known to me or has produced as identification.

[NOTARIAL SEAL]



Sandra J Albo
Print Name: Sandra Maria Albo
Notary Public, State of Florida
Commission #: GG 981776
My Commission Expires: April 28, 2024

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT A SCRIVENER'S ERROR ON
PAGE 3796 OF THE DOCUMENT RECORDED IN OFFICIAL RECORDS BOOK 33135, PAGES
3796 - 3812 IN PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

WITNESS WHEREOF, we have executed this Declaration of Restrictions as of this 21 day of June, 2022.

WITNESSES:

CENTURY TOWN CENTER 2, LLC,
a Delaware limited liability company

[Signature]
Signature
Franco Lopez
Printed Name

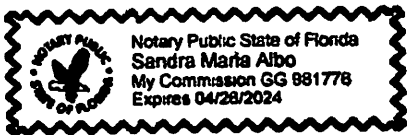
By: [Signature]
Name: Sergio Pino
Title: Authorized Signatory

[Signature]
Signature
Alejandro J. Acias
Printed 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 21 day of June, 2022, by Sergio Pino, as Authorized Signatory of CENTURY TOWN CENTER 2, LLC, a Delaware limited liability company, who is personally known to me or has produced _____ as identification.

[NOTARIAL SEAL]



[Signature]
Print Name: Sandra Maria Albo
Notary Public, State of Florida
Commission #: GG 981776
My Commission Expires: April 28, 2024

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT A SCRIVENER'S ERROR ON PAGE 3796 OF THE DOCUMENT RECORDED IN OFFICIAL RECORDS BOOK 33135, PAGES 3796 - 3812 IN PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.