

This instrument was prepared by:

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(Space Reserved for Clerk of the Court)

**MODIFICATION OF DECLARATION OF RESTRICTIONS**  
**RECORDED AT OFFICIAL RECORDS BOOK 33275 AT 375-393**

This **MODIFICATION OF DECLARATION OF RESTRICTIONS**, (hereinafter the “Modification”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, **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, and **Century Midtown Properties, LLC** (“Century Midtown”), a Florida 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 a 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 (CTC-1 Parcel)”, Exhibit “A-2 (CTC-2 Parcel)” and Exhibit “A-3 (Century Midtown Property)” (collectively the “Property”), which is the subject of a certain Master Development Agreement that is recorded in the Public Records of Miami-Dade County in Official Records Book 29422 at Pages 4516 – 4530 (the “Development Agreement”); and

**WHEREAS**, over time, the Development Agreement has been modified by the parties as follows: a First Modification recorded in the Public Records of Miami-Dade County in Official Records Book 31982 at 4378-4408; Second Modification which is recorded in the Public Records of Miami-Dade

County in Official Records Book 33135 at Pages 3713-3779; Third Modification which is recorded in the Public Records of Miami-Dade County in Official Records Book 34070 at Pages 2814-29510; and a Fourth Modification which is recorded in the Public Records of Miami-Dade County in Records Book 34459 at Pages 3247 – 3269; and

**WHEREAS**, pursuant to the Second Modification to the aforementioned Development Agreement, and the Fifth Amendment to a certain related Settlement Agreement recorded in Official Records Book 33275, Page 359 of the Public Records of Miami-Dade County, the Owners agreed to a future conveyance of an off-site parcel, consisting of approximately fifty (50) acres, which is located generally on the north side of NW 74<sup>th</sup> Street and west of NW 107 Avenue (Folio 35-3007-008-4680) (“Off-Site Parcel”) in exchange for additional residential units, and to help mitigate the impact of said units on the City’s park and recreation facilities; and

**WHEREAS**, amongst other commitments, obligations, and covenants set forth therein, the Owners entered into a Declaration of Restrictions providing for the dedication and conveyance of the Off-Site Parcel to the City, which is recorded in the Public Records of Miami-Dade County in Official Records Book 33275 at Pages 375-393 (“**Declaration of Restrictions**”); and

**WHEREAS**, after performing its due diligence, the City has determined that conveyance of the Off-Site Parcel to the City would result in substantial and costly maintenance obligations to the City, and could also create potential liability; and

**WHEREAS**, in addition to the above, as a result of certain Conservation Easements encumbering the Off-Site Parcel, in the City’s opinion, it would be severely limited in its ability to utilize the Off-Site Parcel for its original intended use as a recreational area for the public, including the provision of public view corridors, which frustrates the purpose and intent of the original proposed conveyance; and

**WHEREAS,** the CTC-1 and CTC-2 have filed an application with the City Planning and Zoning Department, for a Fifth Modification of the Development Agreement and an Eighth Amendment to the Settlement Agreement, to amend certain obligations of the Owners related to the Off-Site Parcel dedication condition to (1) provide that CTC-2 shall provide a payment in lieu of the conveyance of the identified parcel which will provide the City with additional funds for parks and recreation acquisitions, improvements, maintenance, and programming, and (2) provide that CTC-2 shall provide an in-kind contribution to a City parks project, as more particularly set forth therein;

**NOW, THEREFORE, IN ORDER TO ASSURE** the City that the representations made by the Owners in the Fifth Modification of Development Agreement and Eighth Amendment to the Settlement Agreement, the Owners freely, voluntarily, and without duress, hereby make the following covenants and stipulations, and agree to amend the Declaration of Restrictions, which cover and run with the Property:

1. **Recitals.** The above recitals are hereby incorporated by reference.
2. **Amendment to Declaration of Restrictions.** Section 2 of the Declaration of Restrictions is hereby deleted in its entirety and replaced with the following language:

2. Contribution toward City Parks. To help mitigate the Application's impact on the City's park and recreational facilities, CTC-2 shall make a one-time monetary contribution of \$500,000.00 to the City which shall be used for the acquisition, improvement, and/or maintenance of City park and recreation facilities and/or for programming at City park and recreation facilities. The one-time contribution set forth herein shall be paid to the City no later than one-hundred and eighty (180) days of the date of the Fifth Modification to the Development Agreement. If CTC-2 fails to make the monetary contribution described above, the City may withhold the issuance of any future permits or certificates of occupancy, in addition to exercising any other remedies available at law or in equity.

In addition to the monetary contribution set forth above, CTC-2 agrees to provide an in-kind contribution of architectural, engineering, construction, equipment or similar professional services or goods (the "In-Kind Contribution") for Legacy Park, or comparable park space

(the “Parks Project”). The value of such In-Kind Contribution shall be \$400,000.00, as valued under the City’s procurement process. Within one-hundred and eighty (180) days of the effective date of this Modification, the City shall deliver written notice to CTC-2 identifying and describing the Parks Project, specifying the type and scope of in-kind services to be performed (the “Required Work”), and establishing a reasonable timeframe for commencement and completion of the Required Work.

CTC-2 shall diligently perform and complete the Required Work within the timeframe specified by the City in its written notice. Only services actually performed and accepted by the City shall count toward satisfaction of the \$400,000.00.

Prior to commencement of the Required Work, the CTC-2 shall deliver to the City a performance and payment bond, issued by a surety authorized to do business in Florida and acceptable to the City, in an amount not less than 110% of the estimated value of the Required Work. The bond shall guarantee the faithful performance and timely completion of the Required Work.

In the event CTC-2 fails to commence or complete the Required Work within the specified timeframe, or otherwise default in the performance of their obligations, the City may draw upon the performance bond to complete the Required Work, or pursue specific performance, damages, or any and all remedies available at law or in equity; and the obligation to provide the \$400,000.00 in value shall remain in full force until fully satisfied.

3. **Declaration Unmodified.** It is the express intention of the parties thereto that, except as changed and modified by this Modification, each and every term and provisions of the Declaration of Restrictions shall remain in full force and effect as originally written. Accordingly, nothing contained in this Modification shall be construed to alter, affect, or impair the charge or encumbrance, or otherwise diminish the operation or effect of those terms and provisions of the Declaration of Restrictions that were not expressly and specifically changed, amended, or modified hereby.

[SIGNATURE PAGES FOLLOW]

WITNESS WHEREOF, we have executed this Modification to the Declaration of Restrictions as of this \_\_\_\_ day of \_\_\_\_\_, 2025.

**WITNESSES:**

**CENTURY TOWN CENTER 1, LLC,**  
a Florida for-profit corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

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

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

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

Address: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

STATE OF \_\_\_\_\_

)

) SS:

COUNTY OF \_\_\_\_\_

)

The foregoing instrument was acknowledged before me by ☐ physical presence or ☐ online notarization this \_\_\_\_\_ of \_\_\_\_\_, 2025 by \_\_\_\_\_, as \_\_\_\_\_ of **CENTURY TOWN CENTER 1, LLC**, a Florida profit corporation, who is ☐ personally known to me or ☐ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name

[SEAL]

WITNESS WHEREOF, we have executed this Modification to the Declaration of Restrictions as of this \_\_\_\_ day of \_\_\_\_\_, 2025.

**WITNESSES:**

**CENTURY TOWN CENTER 2, LLC,**  
a Florida for-profit corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

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

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

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

Address: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

STATE OF \_\_\_\_\_

)

) SS:

COUNTY OF \_\_\_\_\_

)

The foregoing instrument was acknowledged before me by ☐ physical presence or ☐ online notarization this \_\_\_\_\_ of \_\_\_\_\_, 2025 by \_\_\_\_\_, as \_\_\_\_\_ of **CENTURY TOWN CENTER 2, LLC**, a Florida profit corporation, who is ☐ personally known to me or ☐ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name

[SEAL]

WITNESS WHEREOF, we have executed this Modification to the Declaration of Restrictions as of this \_\_\_\_ day of \_\_\_\_\_, 2025.

**WITNESSES:**

**CENTURY MIDTOWN PROPERTIES, LLC,**  
a Florida for-profit corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

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

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

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

Address: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

STATE OF \_\_\_\_\_

)

) SS:

COUNTY OF \_\_\_\_\_

)

The foregoing instrument was acknowledged before me by ☐ physical presence or ☐ online notarization this \_\_\_\_\_ of \_\_\_\_\_, 2025 by \_\_\_\_\_, as \_\_\_\_\_ of **CENTURY MIDTOWN PROPERTIES, LLC**, a Florida profit corporation, who is ☐ personally known to me or ☐ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name

[SEAL]

IN WITNESS WHEREOF, the City has caused these presents to be signed in their name by their proper officials.

Signed, witnessed, executed, and acknowledged on the \_\_\_\_ day of \_\_\_\_\_, 2025.

WITNESS

City of Doral

By: \_\_\_\_\_  
Christi Fraga, Mayor

\_\_\_\_\_  
Signature: \_\_\_\_\_

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

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )

) SS:

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by ☐ physical presence or ☐ online notarization this \_\_\_\_\_ of \_\_\_\_\_, 2025 by Christi Fraga, as Mayor of the **CITY OF DORAL**, a municipality of the State of Florida, who is ☐ personally known to me or ☐ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name

[SEAL]



**EXHIBIT "A"**

**LEGAL DESCRIPTIONS**

**EXHIBIT "A-1"**

**CENTURY MIDTOWN PARCEL LEGAL DESCRIPTION**

**CENTURY TOWNE PLACE- CLUBHOUSE PARCEL**

**LEGAL DESCRIPTION:**

A portion of Section 8, Township 53 South, Range 40 East, City of Doral, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 8; thence S01°43'29"E, along the West Line of the Northwest 1/4 of said Section 8, for a distance of 240.07 feet; thence N89°39'28"E for a distance of 40.01 feet; thence continue N89°39'28"E for a distance of 310.09 feet; thence S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 379.33 feet to a point hereinafter referred to as Reference Point "A"; thence from the aforementioned Reference Point "A"; continue S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 60.00 feet; thence continue S01°43'29"E, along the last described line for a distance of 508.24 feet to a point hereinafter referred to as Reference Point "B"; thence from the aforementioned Reference Point "B"; continue S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 50.00 feet; thence continue S01°43'29"E, along the last described line for a distance of 1363.29 feet to a point hereinafter referred to as Reference Point "C"; thence S01°43'29"E, along the West Line of a 170 feet wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 60.00 feet; thence continue S01°43'29"E, along the last described line for a distance of 606.88 feet to a point, said point being the Northeast Corner of Lot 10, Block 1 of "MIDTOWN AT DORAL", as recorded in Plat Book 171, at Page 78 of the Public Records of Miami-Dade County, Florida; thence continue S88°16'31"W, along the North Line of said Lot 10, for a distance of 132.17 feet the POINT OF BEGINNING of the hereinafter described Parcel of Land; the next following described three (3) courses and distances being along the North Line of said Lot 10; 1) thence S88°16'31"W for a distance of 40.83 feet; 2) thence N01°43'29"W for a distance of 10.00 feet; 3) thence S88°16'31"W for a distance of 137.00 feet; thence continue N01°43'29"W, along a line 40.00 feet East of and parallel with the West Line of the Northwest 1/4 of said Section 8, for a distance of 106.93 feet; thence continue N88°16'31"E for a distance of 141.33 feet; thence continue N01°43'29"W for a distance of 4.24 feet; thence continue N88°16'31"E for a distance of 32.50 feet; thence continue S01°43'29"E for a distance of 1.17 feet; thence continue N88°16'31"E for a distance of 4.00 feet; thence continue S01°43'29"E for a distance of 120.00 feet to the POINT OF BEGINNING.

in Plat Book 171, at Page 91 of the Public Records of Miami-Dade County, Florida, for a distance of 285.00 feet to the POINT OF BEGINNING.

**EXHIBIT "A-2"**

**CTC-1 PARCEL LEGAL DESCRIPTION**

PHASE 5 & 6 CTC-1

A portion of Section 8, Township 53 South, Range 40 East, City of Doral, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 8; thence S01°43'29"E, along the West Line of the Northwest 1/4 of said Section 8, for a distance of 240.07 feet; thence N89°39'28"E for a distance of 40.01 feet; thence continue N89°39'28"E for a distance of 310.09 feet; thence S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 379.33 feet to a point hereinafter referred to as Reference Point "A"; thence from the aforementioned Reference Point "A"; continue S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 60.00 feet; thence continue S01°43'29"E, along the last described line for a distance of 508.24 feet to a point hereinafter referred to as Reference Point "B"; thence from the aforementioned Reference Point "B"; continue S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 50.00 feet; thence continue S01°43'29"E, along the last described line for a distance of 1363.29 feet to a point hereinafter referred to as Reference Point "C"; thence S01°43'29"E, along the West Line of a 170 feet wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 60.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue S01°43'29"E, along the last described line for a distance of 606.88 feet to a point, said point being the Northeast Corner of Lot 10, Block 1 of "MIDTOWN AT DORAL", as recorded in Plat Book 171, at Page 78 of the Public Records of Miami-Dade County, Florida; thence S88°16'31"W, along the Northerly Line of said Lot 10 for a distance of 132.17 feet; the following six (6) courses and distance being along the Easterly and Northerly Boundary Line of the Clubhouse Parcel as recorded in Special Warranty Deed in Official Records Book 32836, Page 1254, of the Public Records of Miami-Dade County, Florida; 1) thence N01°43'29"W for a distance of 120.00 feet; 2) thence S88°16'31"W for a distance of 4.00 feet; 3) thence N01°43'29"W for a distance of 1.17 feet; 4) thence S88°16'31"W for a distance of 32.50 feet; 5) thence S01°43'29"E for a distance of 4.24 feet; 6) thence S88°16'31"W for a distance of 141.33 feet to its intersection with a line 40.00 feet East of and parallel with the West Line of the Northwest 1/4 of said Section 8, said line also being the Easterly Right-of-way Line of N.W. 107th Avenue as recorded in Official Records Book 24939, at Page 4001 of the Public Records of Miami-Dade County, Florida; thence N01°43'29"W, along the last described line for a distance of 464.95 feet to a point of curvature of a circular curve to the right, concave to the southeast; thence Northerly, Northeasterly and Easterly along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 90°00'00" for an arc distance of 39.27 to a point of tangency; thence N88°16'31"E, along the South Line of N.W. 82nd Street Right-of-way line, as shown on Plat of "Grand Bay South Roads", as recorded

**EXHIBIT "A-3"**

**CTC-2 PARCEL LEGAL DESCRIPTION**

**PHASE 7 & 8**

The South 644.84 feet of the following described three (3) Parcels of Land.

**Parcel 1:**

A portion of Section 8, Township 53 South, Range 40 East, City of Doral, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 8; thence S01°43'29"E, along the West Line of the Northwest 1/4 of said Section 8, for a distance of 240.07 feet; thence N89°39'28"E for a distance of 40.01 feet; thence continue N89°39'28"E for a distance of 310.09 feet; thence S01°43'29"E, along the West Line of a 170 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 379.33 feet to a point hereinafter referred to as Reference Point "A", said point also known as the S.W. Corner of Tract "A1", "GRAND BAY NORTH", according to the plat thereof, as recorded in Plat Book 170, Page 64, of the Public Records of Miami-Dade County, Florida; thence S01°43'29"E, along the West line of a 170 feet wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 60.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue S01°43'29"E, along the last described line for a distance of 508.24 feet to a point hereinafter refer to as Reference Point "B"; thence S88°16'31"W for a distance of 104.00 feet; thence N01°43'29"W for a distance of 100.00 feet; thence S88°16'31"W for a distance of 206.00 feet; thence N01°43'29"W, along a line 40.00 feet East of and parallel with the West Line of the Northwest 1/4 of said Section 8, for a distance of 408.24 feet; thence N88°16'31"E for a distance 310.00 feet to the POINT OF BEGINNING. Less that portion of Right-Of-Way dedicated per the plat of Grand Bay North, according to the plat thereof as recorded in Plat Book 170 at Page 64 of the Public Records of Miami-Dade County, Florida.

**TOGETHER WITH:**

**Parcel 2:**

COMMENCE at the aforementioned Reference Point "B"; thence S01°43'29"E, along the West Line of a 170 feet wide Florida Power and Light Easement, as recorded in Official



Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, for a distance of 50.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue S01°43'29"E, along the last described line for a distance of 1363.29 feet to a point hereinafter refer to as Reference Point "C"; thence S88°16'31"W for a distance of 310.00 feet; thence N01°43'29"W, along a line 40.00 feet East of and parallel with the West Line of the Southwest 1/4 of said Section 8, for a distance of 1258.97 feet; thence N88°16'31"E for a distance of 206.00 feet; thence N01°43'29"W for a distance of 104.32 feet; thence N88°16'31"E for a distance of 104.00 feet to the POINT OF BEGINNING. LESS the external area formed by a 25 foot radius curve, concave to the Northeast and tangent to the South and West of the herein described Parcel.

TOGETHER WITH:

Parcel 3:

A portion of the West ½ of Section 8, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 8; thence S01°43'29"E, along the West Line of the Northwest 1/4 of said Section 8, for a distance of 1096.08 feet; thence N88°16'31"E for a distance of 40.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue N88°16'31"E for a distance of 206.00 feet; thence S01°43'29"E for a distance of 100.00 feet; thence N88°16'31"E for a distance of 104.00 feet; thence S01°43'29"E, along the West Line of a 170.00 foot F.P.L Easement as recorded in Official Records Book 6142, Page 326, for a distance of 50.00 feet; thence S88°16'31"W for a distance of 104.00 feet; thence S01°43'29"E for a distance of 104.32 feet; thence S88°16'31"W for a distance of 206.00 feet to a point on a line 40.00 feet East of and parallel with the West Line of said Section 8; thence N01°43'29"W, along the last described line for a distance of 254.32 feet to the POINT OF BEGINNING.