

This instrument prepared by:

Name: Graham Penn
Address: Bercow Radell Fernandez Larkin & Tapanes, PLLC
200 S. Biscayne Boulevard, Suite 300
Miami, FL 33131

(Space reserved for Clerk)

HERO HOUSING DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL BY THESE PRESENTS that the undersigned Delcop Group, LLC, a Florida limited liability company (the "Owner"), declares and imposes on the land herein described, the easement, restrictions, and covenants running with the title to the land, which shall be binding on the Owner, their heirs, successors and assigns, personal representatives, mortgagees, lessees, and against all persons claiming by, through or under it.

WHEREAS, the Owner owns certain parcels that constitute Phases IV, V, and VI of the Midtown Doral Planned Unit Development identified by Folio Nos. 35-3008-000-0041, 35-3008-000-0048, and 35-3008-000-0051, as legally described in Exhibit "A" ("the Property");

WHEREAS, the Owner intends to use the Property for mixed residential and commercial uses in accordance with the City's Site Plan approval as described in Development Order _____; and

WHEREAS, Owner has made representations to the City regarding the provision of "hero" housing, which representations are material to and form the basis of the approval of such development in the City;

NOW THEREFORE, in consideration of the premises, the Owner hereby agrees as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference as if set forth at length.

2. Hero Housing. In order to encourage local Miami Dade County Public School ("MDCPS") employees, City employees, and first responders to remain in the City, the Applicant has agreed to set aside ten (10) percent of the residential units within the development for workforce housing prioritizing these essential workers. In the event that qualifying MDCPS employees, City employees, and first responders are not interested in the units, the Applicant will retain the units as workforce units open to the

general public. The maximum monthly rental cost shall be restricted to an amount affordable to a workforce household with a total annual income not to exceed 140 percent of AMI.

- a) The hero housing provided in the development will be provided as follows:
 - i. Phase IV – twenty-six (26) units.
 - ii. Phase V – fifteen (15) units.
 - iii. Phase VI – fifteen (15) units.

The hero housing units will be developed simultaneously to the market rate units in the relevant Phase.

- b) The location of the hero housing units is depicted on the submitted plans. All hero housing will be incorporated with market-rate units and includes both one (1) and two (2) bedroom units identical in size to similar market-rate units in the relevant building.
- c) The interior and exterior buildings materials, finishes, and appearance of hero housing units shall match the market-rate units.
- d) The rental rate for hero housing units will be controlled within the specified affordability range for twenty (20) years.
- e) One-third of the hero housing units must be affordable to households making an annual income equal to 65 percent to 90 percent of AMI, one-third of the hero housing units must be affordable to households making 91 percent to 115 percent of AMI; and one-third of the hero housing units must be affordable to households making 116 percent to 140 percent of AMI.
- f) The Applicant will provide notifications of the availability of hero housing to the City Manager, Miami-Dade County Public Schools, and Miami-Dade County Fire Rescue prior to offering any hero housing unit for rent or upon the vacation of an eligible unit. Each hero housing unit will be kept available for qualifying teachers, City employees, and first responders for a minimum of forty-five (45) days following the notification of availability. In the event that no qualifying teacher, City employee, or first responder has expressed interest in a unit within the forty-five (45) day period, that unit will be offered to the general public as a workforce housing unit. Each unit shall be available on a first-come, first-served basis and, except for the maximum rental rate, all hero housing rental agreements will be subject to the same requirements as market rate units.

- g) The Applicant will submit to the City on or before July 1st of each year a notification verifying that all designated hero housing units are being rented at rates affordable to area households with annual incomes not exceeding 140 percent of AMI. The notification shall be submitted in the form of an audit report prepared by a certified public accountant.

3. City Inspection. As further part of this Declaration, it is hereby understood and agreed that any official inspector of 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 or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

4. 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 the City 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 City.

5. 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 the City.

6. 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 City Manager or designee, or his or her successor, acting for an on behalf of the City, and in form approved by the City Attorney. Should this Declaration be so modified, amended or released, and the City Manager or designee, or his or her successor, approves, then such City Manager or successor shall forthwith execute a written instrument effectuating and acknowledging such amendment, modification or release. No modification, amendment or release shall be effective without the City Manager's or designee's, or his or her successor's, approval.

7. Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. This is not intended to create any Third-Party Beneficiary status upon any person. 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.

9. Authorization for the City 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.

10. 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.

11. 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.

12. 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.

13. Recording. This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost of the Owner 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 that results in the denial of the Application, in its entirety, and upon written request, the City Manager or designee, or his or her successor, shall forthwith execute a written instrument, in recordable form, acknowledging that this Declaration is null and void and of no further effect.

14. Acceptance of Declaration. Acceptance of this Declaration does not obligate the City in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the City Council 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.

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

[EXECUTION PAGES FOLLOW]

WITNESSES:

Print Name: _____
Address: _____

Print Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

OWNER:

Delcop Group, LLC,
a Florida limited liability company

By: _____
Print Name: _____
Title: _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, by _____, as _____ of Delcop Group, LLC, a Florida limited liability company, who after being first duly sworn, deposes and states that he/she has executed the foregoing on behalf of said corporation. He/She presented _____ as identification or is personally known to me.

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 20__.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

Draft

Acknowledged and accepted by
The City of Doral this ____ day of _____, 2024

Approved as to Form and Legal Sufficiency:

Greenspoon Marder, LLP
Interim City Attorney

Authorized signature on behalf of the
City of Doral, Florida

By: _____
Michelle Lopez
Interim Director
Planning and Zoning Department

Draft

EXHIBIT "A"

LEGAL DESCRIPTION

PHASE 11 & 12

All of the following described three (3) Parcels, LESS the South 1289.69 feet thereof.

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.

TOGETHER WITH:

Parcel 3:

A portion of the West 1/2 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.

TOGETHER WITH:

PHASE 13

Parcel 6:

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 to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue N89°39'28"E for a distance of 310.09 feet;

thence $S01^{\circ}43'29''E$, 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 refer to as Reference Point "A"; thence $S88^{\circ}16'31''W$ for a distance of 310.00 feet; thence $N01^{\circ}43'29''W$, along a line 40.00 feet East of and parallel with the said West Line of the Northwest 1/4 of said Section 8, for a distance of 386.81 feet to the POINT OF BEGINNING. Less that portion of Right-of-Way dedicated as 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.

My Commission Expires:

APPROVED AS TO FORM & LEGAL SUFFICIENCY
FOR THE SOLE USE AND RELIANCE OF THE CITY OF DORAL

Nabors, Giblin & Nickerson
City Attorney

Draft