



CFN 20190196809
 OR BK 31383 Pgs 2284-2291 (8Pgs)
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 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by
 and after recordation return to:
 Ben Fernandez, Esq.
 Bercow Radell Fernandez & Larkin, PLLC
 200 S. Biscayne Boulevard, Suite 850
 Miami, Florida 33131

(Space reserved for Clerk)

DECLARATION OF RESTRICTIVE COVENANT

This Declaration of Restrictive Covenants (the "Declaration") made this 20 day of April, 2018, by **1515 Miami River, LLC** (hereinafter referred to as the "Owner"), is in favor of the **CITY OF MIAMI, FLORIDA**, a municipality located within the State of Florida (hereinafter referred to as the "City").

WHEREAS, the undersigned Owner holds fee simple title to certain real property located at 1515, 1529, 1543 NW South River Drive in Miami, Florida, which are identified by Miami-Dade Tax Folio Nos. 01-3135-016-0040, 01-3135-016-0060, 01-3135-016-0070 and legally described as follows:

LEGAL DESCRIPTION:

Lots 4, 5, 6, 7, and 8, Block 1, GROVE PARK, according to the Plat thereof, as recorded in Plat Book 5, Page 66, of the Public Records of Miami-Dade County, Florida.

LESS AND EXCEPT:

A portion of Lot 4, Block 1, GROVE PARK, according to the Plat thereof, as recorded in Plat Book 5, Page 66, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Southeast corner of said Lot 4, Block 1, also being a point along the North right-of-way line of N.W. South River Drive; thence N00°00'00"W along the East line of said Lot 4, Block 1 for 112.49 feet; thence N71°11'37"W for 0.35 foot to a line being 0.33 foot West of and parallel to said East line of Lot 4, Block 1; thence S00°00'00"E along said parallel line for 112.50 feet to said North right-of-way line of N.W. South River Drive, also being the south line of said Lot 4, Block 1; thence S73°48'49"E along said North right-of-way line for 0.35 foot to the Point of Beginning.

hereinafter referred to as the "Property."

17-3330/ 3404/PZ6

WITNESSETH

WHEREAS, the Owner sought and obtained a rezoning pursuant to Ordinance No. 13754 for the Property; and

WHEREAS, the Owner is desirous of making a voluntary binding commitment to assure that the Property shall be developed in accordance with the provisions of the Declaration herein; and

NOW THEREFORE, the Owner, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, voluntarily covenants and agrees that the Property shall be subject to the following restrictions that are intended and shall be deemed to be a covenant running with the land and binding upon the Owner of the Property, and its heirs, grantees, successors, and assigns as follows:

Section 1. The recitals and findings set forth in the preamble of this Declaration are hereby adopted by reference thereto and incorporated herein as if fully set forth in this Section.

Section 2. The Owner hereby makes the following voluntary declarations running with the land concerning the use of the Property:

1. The owner shall allow waterfront access to the public from 6:00 AM to 10:00 PM along a river walk to be developed as part of a multi-family residential project on the Property.
2. The proffered river walk will be designed in accordance to Article 3, Section 3.11 and Appendix B of the Miami 21 Code.

3. The Owner shall replace or refurbish the publically accessible seawall along NW 16th Avenue.
4. The Owner shall improve the segment of NW 16th Avenue abutting the Property to improve drainage.
5. The Owner shall provide landscape and paver or sidewalk improvements to the public median within NW 16th Avenue, if permittable.
6. The Owner shall cooperate with Miami River Commission and the City of Miami to allow water transportation to pick up and drop off passengers at the terminus of NW 16th Avenue, if permittable.
7. The Owner agrees to make vessel dockage available along the Miami River frontage of the Property, as may be permitted by Miami Dade County and the City of Miami.
8. The Owner recognizes that legally permitted existing Working Waterfront 24-hour operations may currently exist proximate to the Property. Therefore, Owner agrees:
 - a. not to object or otherwise attempt to impede any legally permitted Working Waterfront 24-hour operations;
 - b. to provide all future tenants and prospective owners of the Property notice of the existing Working Waterfront 24-hour operations and will include a provision to agree not to object to legally permitted Working Waterfront 24- hour operations in each lease and or Condominium Sale Documents;
 - c. that it is solely the Owner's responsibility to design its structures to accommodate legally permitted Working Waterfront 24-hour operations; and
 - d. that it will not pursue any claims for liability, loss or damage, whether through litigation or otherwise, against permittees engaging in Working Waterfront 24-hour operations, related to, noise, smoke, fumes, federally regulated bridge openings, and/or other quality of

life issues that might result from legally permitted Working Waterfront 24-hour operations.

9. The Owner shall contribute \$28,674.00 to the Miami 21 Public Benefits Trust Fund payable in full prior to obtaining a Certificate of Occupancy for new construction on the Property.

Section 3. Effective Date. This Declaration is effective at the date of execution hereof. This instrument shall constitute a covenant running with the title to the Property that shall be binding upon Owner, its heirs, grantees, successors, and assigns. These restrictions shall be a limitation upon all present and future Owners of the Property and shall be for the public welfare.

Section 4. Term. This voluntary covenant on the part of the Owner shall remain in full force and effect and shall be binding upon the Owner of the Property, its successors in interest and assigns, for an initial period of thirty (30) years from the date this instrument is recorded in the public records and shall be automatically extended for successive periods of ten (10) years, unless modified, amended or released prior to the expiration thereof.

Section 5. Applicable Law & Venue; Attorney's Fees. Florida law will apply to interpretation of this instrument. Venue in any civil actions arising under this instrument shall be in Miami-Dade County, Florida. Each Party shall bear their own attorney's fees and costs.

Section 6. Amendment and Modification. This instrument may be modified, amended, or released as to any portion of the Property by a written instrument executed by the then Owner(s) of the fee-simple title to the land to be affected by such modification, amendment or release, providing that same has been approved by the City of Miami Planning, Zoning and Appeals Board or City Commission after a public hearing which public hearing shall be applied for at the sole cost and expense of the Owner. Upon

approval of such modification amendment or release as specified herein, the Director of the City of Miami's Planning Department or his successor shall execute a written instrument in recordable form effectuating and acknowledging such modification, amendment or release. Such instruments shall be in a form acceptable to the City Attorney.

Section 7. Inspection and Enforcement. It is understood and agreed that any official inspector of the City of Miami may have the right at any time during normal working hours of the City of Miami's inspector to enter upon the Property for the purpose of investigating the use of the Property and to determine whether the conditions of this Declaration and the requirements of the City's building and zoning regulations are being complied with. After notice and an opportunity to cure, an enforcement action may be brought by the City by action in law or in equity against any party or person violating or attempting to violate any covenants of this Declaration, or provisions of the building and zoning regulations, either to restrain violations or to recover damages. This enforcement provision shall be in addition to any other remedies available under the law. Each party shall bear their own attorney's fees and costs.

Section 8. Severability. Invalidation of any one of these covenants by judgment of Court shall not affect any of the other provisions of the Declaration, which shall remain in full force and effect.

Section 9. Recording. This Declaration shall be filed of record among the Public Records of Miami-Dade County, Florida, by the Owner and at the cost of the Owner, within fifteen (15) days of execution and acceptance by the City of Miami. The Owner shall promptly furnish the City of Miami Planning and Zoning Director with a recorded copy of this Declaration within thirty (30) days of recordation of same.

[Signature Pages to Follow]

**ACKNOWLEDGMENT
CORPORATION**

Signed, witnessed, executed and acknowledged on this 20th day of April, 2018.

WITNESSES:

[Signature]
Signature

Alex Castillo
Print Name

[Signature]
Signature

Roberto Barrero
Print Name

OWNER:

By: 1515 Miami River, LLC,
a Florida Limited Liability Company

By: 1515 Miami River Holdings, LLC,
a Florida Limited Liability Company,
as Manager of 1515 Miami River, LLC

[Signature]
By: Antonio P. Pardo,
as Manager of 1515 Miami River
Holdings, LLC,
Address: 2020 Ponce de Leon
Blvd., Suite 1103, Coral
Gables, FL 33134

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

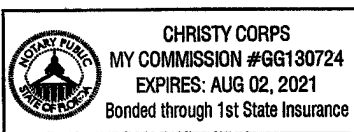
The foregoing instrument was acknowledged before me by Antonio P. Pardo, the Manger of 1515 Miami River Holdings, LLC, as Manager of **1515 Miami River, LLC**, on behalf of the limited liability company. He is personally known to me or has produced _____, as identification.

Witness my signature and official seal this 20th day of April 2018, in the County and State aforesaid.

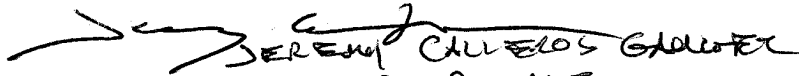
[Signature]
Notary Public State of Florida

My Commission Expires:

Christy Corps
Print Name

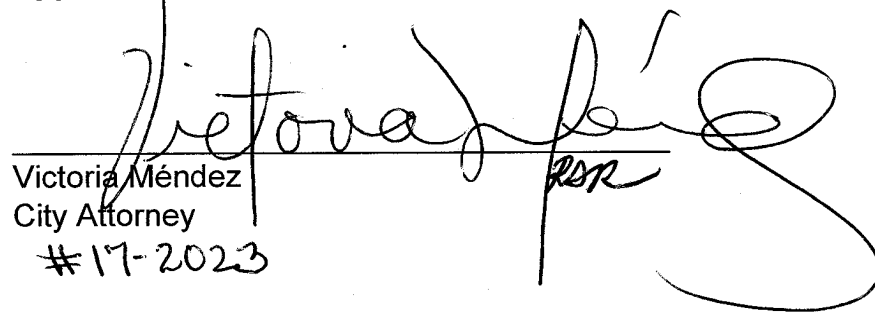


Approved as to Planning and Miami 21 Code:


FRANCISCO GARCIA
ON BEHALF OF

Francisco Garcia, Director
Planning Department

Approved as to Legal Form:



Victoria Méndez
City Attorney
#17-2023

JOINDER BY MORTGAGEE
(Where Applicable)

The undersigned **Terrabank, N.A.**, a national banking association, as Mortgagee under that certain Mortgage, Assignment of Leases and Rents and Fixture Filing (the "Mortgage") dated February 4, 2014, and recorded in Official Records Book 29021, Page 1700, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing Declaration of Restrictive Covenant (the "Covenant") does hereby acknowledge that the terms of the Covenant are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 25 day of April, 2018.

Terrabank, N.A.

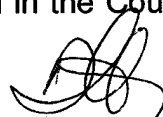
By: 
Name: Jose L. Martinez
Title: Executive Vice President
Address: 3191 Coral Way, PH-1
Miami, FL 33145

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, this day appeared Jose L. Martinez, known by me to be the Exec. VP. of Terrabank, N.A., a national banking association and he/she acknowledged to and before me that he/she executed the said instrument, acting in his/her said official capacity, for and as to the act and deed of said corporation and in its name, for the uses and purposes therein mentioned, and after being duly authorized and directed. He/She is: personally known to me, or produced _____ as identification.

WITNESS my hand and official Seal in the County and State aforesaid, on this, the 25 day of April, 2018.

My Commission Expires:


Notary Public State of FLORIDA
Print Name TERESITA MENENDEZ

