

AMENDMENT TO DECLARATION OF RESTRICTIONS

This Amendment to Declaration of Restrictions (“Amendment”) is made and entered this ___ day of May, 2019, between North Gables Building, LLC (the “Owner”) and the City of Coral Gables (the “City”), to that certain Declaration of Restrictions recorded on February 2, 1973 at Official Records Book 8109, Page 848 of the Public Records of Miami-Dade County, Florida (the “Declaration”).

WHEREAS, Owner is the owner of the real property legally described as

Lots 15-16, Block 29, GRANADA SECTION CORAL GABLES, according to the Plat thereof, recorded in Plat Book 8, at Page 113 of the Public Records of Miami-Dade County, Florida (the “Property”).

WHEREAS, on January 30, 1973, the City Commission adopted Ordinance No. 2001, attached as Exhibit A, which amended the conditions and restrictions for the use of the offstreet parking lot located at the Property and required that the use be subject to the Declaration attached as Exhibit A; and

WHEREAS, the Owner requested that certain provisions of the Declaration be modified and agreed to certain conditions; and

WHEREAS, a notice of public hearing was mailed to the property owners within a one thousand (1,000) foot radius of the Property and on May 28, 2019, the City Commission approved this Amendment to Declaration of Restrictions on, pursuant to Resolution No. 2019-_____.

NOW THEREFORE, for other good and valuable consideration, the receipt of and sufficiency of which is acknowledged hereof, the Owner 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 shall be binding upon the Owner, its heirs, grantees, successors and assigns as follows:

1. The foregoing recitals are true and correct and are incorporated herein as if repeated in their entirety.

2. Paragraph 2(g) of the Declaration is amended to allow use of the parking area beginning at 7:00 A.M. instead of 8:00 A.M. and Owner shall install a gate at the entrance to the parking area, in lieu of the chain, and such gate shall be closed to prevent use of the parking area during the prohibited hours.

3. Paragraph 2(i) of the Declaration is modified to provide that vans and pick-up trucks used by patients, employees, or managing personnel of the professional office and/or medical clinic may use the lots for parking purposes, but that the lots shall not be used for the parking, loading, and/or unloading of passenger vans.

4. Paragraphs 2(e) and 2(k) of the Declaration are modified to indicate that the conditions requiring replacement of sidewalks and improvements to the parking lot have been complied with.

5. Paragraph 2(d) of the Declaration is modified to indicate that Owner shall grow the existing hedge on the Property to a height of eight (8) feet, install a hedge on the east side of the Property to be grown to a height of eight (8) feet, and provide for a continued maintenance program which will include the installation of sprinklers and provision of fertilizer.

6. The following terms and conditions are added to the Declaration:

- a. **Effective Date and Term.** This Declaration shall run with the land and become effective upon its recordation in the Public Records of Miami-Dade County, Florida, and shall continue in effect for a period of thirty (30) years after the date of such recordation, after which time it shall be extended automatically for successive periods of ten (10) years unless released in writing pursuant to and as described in this Declaration.
- b. **Amendments, Modifications, and Releases.** This Declaration may not be amended, modified, or released unless said amendment, modification, or release is by a written instrument executed by: (i) the then Owner(s) of the fee simple title to the Property, to be affected by such amendment, modification, or release and (ii) the Director of Planning and Zoning and approval by the Coral Gables Commission with the notice and procedural requirements for advertisements and public hearings in effect under the City Code at such time. All costs shall be at the sole expense of the Owner. Any amendment, modification, or release shall be subject to the approval of the City Attorney as to legal form and sufficiency.
- c. **Enforcement.** Enforcement shall be by action at law or in equity against any parties or person violating, or attempting to violate, any covenants, either to restrain violations or to recover damages. 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 its attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

In addition, in the event of a breach of this covenant, enforcement may be by action at law or in equity against any parties or person(s) violating, or attempting to violate, any covenants, either to restrain violations or to recover damages. The parties agree that a breach of this covenant shall create, in favor of the City, the presumption of irreparable harm for the purposes of any injunctive relief.

- d. **City Inspections.** As further part of this Declaration, it is hereby understood and agreed that any official inspector of the City of Coral Gables, 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.

- e. **Authorization 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 of Coral Gables 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. This instrument shall constitute a covenant running with the title to the Property and be binding upon Owner(s), its heirs, vendees, grantees, successors, and assigns upon recordation in the Public Records of Miami-Dade County, Florida. These restrictions shall be for the benefit of, and a limitation upon, all present and future owners of the Property and for the public welfare. The Owner(s), 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 of Coral Gables.

- g. **Severability.** Invalidation of any one of the covenants in this Declaration by judgment of Court shall not affect any of the other provisions of the Declaration, which shall remain in full force and effect. In the event of a violation of this Declaration, in addition to any other remedies available, the City is hereby authorized to withhold any future permits and refuse to make any inspections or grant any approval, until such time as the Owner is in compliance with this Declaration. All rights, remedies and privileges granted pursuant to this Declaration 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 City from exercising such other additional rights, remedies or privileges.

- h. **Recording.** This Declaration shall be filed of record among the Public Records of Miami-Dade County, Florida, at the cost of the Owner, and the City Planning and Zoning Director will be furnished a recorded copy by the Owner within thirty (30) days of this Declaration being recorded.

7. This Amendment shall have no bearing or implications on any other terms, conditions, or aspects of the Declaration, which remains in full force and effect, except as modified herein, or to any other unities of title, restrictive covenants, liens, assessments, or other encumbrances that may presently exist on the Property.

IN WITNESS WHEREOF, the undersigned have set their hands and seals to this Declaration of Restrictive Covenants this _____ day of _____, 2019.

North Gables Building, LLC:

WITNESS:

Print Name: _____

Name:
Title:

Print Name: _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by _____, as _____ of North Gables Building, LLC, a Florida limited liability company, this _____ day of _____, 2019 who is personally known to me or who produced _____ as identification.

Notary Public, State of Florida at Large
Print Name: _____
My commission expires: _____

Approved as to form and legal sufficiency:

Miriam Soler Ramos
City Attorney