

This instrument was prepared by:

Name: Jorge L. Navarro, Esq.
Address: Greenberg Traurig
333 S.E. 2nd Avenue, Suite 4100
Miami, Florida 33131

(Space reserved for Clerk)

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants (the “**Declaration**”) is made this ____ day of _____ 2026, by CENTURY CRYSTAL GROUP, LLC, a Florida limited liability company, its successors and/or assigns (hereinafter, the “**Owner**”), in favor of the **CITY OF CORAL GABLES, FLORIDA**, a municipality located within the State of Florida (hereinafter, the “**City**”).

RECITALS

WHEREAS, the Owner holds fee simple title to the properties generally located at 110 Phoenetia Avenue, located in Coral Gables, Florida, as more particularly described in **Exhibit “A”** attached hereto (the “**Property**”); and

WHEREAS, on behalf of the Owner, FRC Realty, Inc., a Florida limited liability company (the “**Applicant**”), has filed an application that requests, among other things, a Small-Scale Comprehensive Plan/Future Land Use Map Amendment to redesignate the Property from “Religious/Institutional” to “Commercial Mid Rise Intensity” on the City’s Future Land Use Map and a Rezoning from “Special Use” to “Mixed Use 2” (collectively, the “**Application**”); and

WHEREAS, as part of the Application, the Applicant has voluntarily proffered this Declaration to limit the maximum building height and density permitted for the Project at the Property; and

WHEREAS, Applicant has sought and obtained a Future Land Use Map Amendment, Rezoning and Application approval pursuant to Ordinance Nos. _____, _____ and Resolution No. _____; and

WHEREAS, Applicant has sought and obtained a Planned Area Development and Conditional Use approval for development of the Property in accordance with the certain site plan entitled “Crystal Residences” as prepared by Corwil Architects dated _____ pursuant to Ordinance No. _____ and Resolution No. _____, respectively (collectively, the “**Project**”); and

WHEREAS, this document is accepted by the City of Coral Gables as part of, or as a condition of, any such comprehensive plan or plan amendment; zoning ordinance; land development regulation; building code; development permit; development order; or other law, regulation, or regulatory approval.

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, and its heirs, grantees, successors and assigns as follows:

Section 1. The recitals set forth above 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 development of the Project at the Property:

- A. **Maximum Height.** Notwithstanding the rezoning of the Property to the “Mixed Use 2” zoning district, the maximum building height for the Project shall not exceed ninety-three (93) feet in height, excluding architectural elements, mechanical equipment, roof top uses and other uses and structures as may be allowed under the applicable zoning regulations.
- B. **Density.** Notwithstanding the rezoning of the Property to the “Mixed Use 2” zoning district The maximum density for the Project shall not exceed 125 units per acre.
- C. **Public Benefit.** As part of the Project, the Owner shall provide approximately 5,000 square feet of designated ground-floor space within the Project (the “**Non-Profit Space**”) for use by a qualified 501(c)(3) non-profit organization (the “**Non-Profit Tenant**”), at a nominal rent of \$0.00 per year. The Owner shall deliver the Non-Profit Space in a “shell condition” meaning a vacant unfinished space with perimeter walls, roof, concrete slab, and building standard utilities stubbed to the space. The Non-Profit Tenant shall be responsible for all tenant improvements, interior build-out work, and periodic renovations, as well as its proportionate share of operating expenses, maintenance, and utilities associated with the Non-Profit Space. The Owner's obligations under this Section shall commence upon issuance of the initial certificate of occupancy for the Project and shall continue for a period of ninety-nine (99) years thereafter. Such period shall run continuously and shall not be tolled, paused, or extended for any reason, including any period of vacancy or non-occupancy of the Non-Profit Space.
 - (i) **Initial Non-Profit Tenant.** Prior to issuance of a building permit for the Project, Owner shall have identified the initial Non-Profit Tenant and shall have executed a term sheet or letter of intent with such tenant setting forth the material terms of occupancy consistent with this Covenant. Owner shall provide the City with a copy of such executed term sheet or letter of intent concurrently with Owner's request for building permit issuance. In selecting a Non-Profit Tenant, Owner shall give preference to organizations whose primary activities directly serve the local community in which the Project is located and that have demonstrated organizational capacity to occupy and utilize the Non-Profit Space for their stated mission. Owner and Crystal Academy are parties to an existing lease agreement for the occupancy and use of the Non-Profit Space (the “**Crystal Lease**”). The Crystal Lease shall be deemed to fully satisfy and constitute full compliance with Owner's obligations under this subsection for building permit issuance.
 - (ii) **Replacement Non-Profit Tenant.** Upon the termination of an existing lease or letter of intent for use of the Non-Profit Space, Owner shall use commercially

reasonable good faith efforts to identify and enter into a written agreement with a replacement Non-Profit Tenant, which replacement Non-Profit Tenant shall be selected by Owner in its sole discretion. Owner shall notify the City in writing within thirty (30) days of becoming aware of any vacancy and shall provide updates on its selection efforts upon the City's written request during the period in which a replacement Non-Profit Tenant is being sought. If, despite Owner's commercially reasonable good faith efforts, Owner is unable to identify a qualified and willing replacement Non-Profit Tenant within a period of one hundred eighty (180) days following the date on which the Non-Profit Space becomes vacant, Owner shall notify the City in writing and the parties shall cooperate in good faith for an additional period of ninety (90) days to identify a suitable replacement. If no replacement Non-Profit Tenant is identified within such additional period, the City shall authorize temporary occupancy of the Non-Profit Space by an organization that does not hold 501(c)(3) status, including a school, educational institution, or other organization whose operations and activities are consistent with community-serving, charitable, civic, , cultural, recreational, or similar purposes. Owner shall submit a written request for such authorization to the City, and the City shall respond within thirty (30) days of receipt. If the City does not respond within such period, authorization shall be deemed granted. Any such temporary authorization shall be at a market rent to be determined by Owner in its reasonable discretion based on then-current market conditions for comparable ground-floor space in the area and shall be for a period not to exceed one (1) year at a time, subject to renewal upon written request by Owner prior to expiration of the then-current authorization period, provided that Owner shall continue to use commercially reasonable good faith efforts to identify a qualified 501(c)(3) Non-Profit Tenant during any such period of temporary authorization. If no qualified 501(c)(3) Non-Profit Tenant has been identified upon the expiration of any authorized temporary occupancy period, Owner's obligation to provide the Non-Profit Space at no rent shall be suspended until a qualified Non-Profit Tenant is identified, and Owner may use or lease the Non-Profit Space for any lawful purpose during such suspension period.

- D.** Notwithstanding the rezoning of the Property to the “Mixed Use 2” zoning district, the Owner hereby covenants and agrees that while the Property is zoned “Mixed Use 2”, the Property shall not be developed pursuant to the Florida Live Local Act, or any successor or similar state law that would authorize increased development intensity within commercial and mixed-use zoned properties and that the development of the Property under the Property’s Mixed Use 2 shall in no event exceed the density and height limitations set forth in Sections 2(a) and 2(b) above.
- E.** The Owner acknowledges that the provision of the Non-Profit Space is a material public benefit of this Agreement. Accordingly, if the Owner elects not to develop the Non-Profit Space in accordance with this Agreement, the Owner shall provide written notice to the City of such election prior to issuance of the first building permit for the Project. Upon receipt of such written notice, the Owner shall not object to the City initiating and pursuing amendments to (i) redesignate the Property to “Multi Family Medium Density” on the City’s Future Land Use Map and (ii) rezone the Property to “MF-2” in accordance with applicable law. Nothing in this Agreement shall be construed to restrict or impair the City’s legislative, quasi-judicial, zoning, comprehensive planning, police power, or land development authority. So long as the

Non-Profit Space has been constructed and is being made available for use in accordance with this Agreement, the Owner shall remain bound by this Agreement unless and until the City approves a release, amendment, or modification of the Agreement in accordance with applicable law.

Section 3. Effective Date and Term. This instrument shall constitute a covenant running with the land and title to the Property, which shall be binding upon Owners, their heirs, vendees, grantees, successors and assigns. The terms provided shall be binding and enforceable on the Property so long as the Project is approved, constructed and remains built on the Property, as approved by the City Commission.

Section 4. 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 of the fee simple title to the Property, to be affected by such amendment, modification or release; (ii) the Director of Planning and Zoning; and (iii) upon approval by the Coral Gables City Commission, with the notice and procedural requirements for advertisements and public hearings in effect under the City Code at such time. Any such modification, amendment, or release shall be subject to the provisions governing amendments to the Land Use Designation on the Comprehensive Plan Future Land Use Map, and as set forth in Section 14-213 "Comprehensive Plan Text and Map Amendments" of the City of Coral Gables Zoning Code and Chapter 163, Part II, Florida Statutes or successor legislation that may, from time to time, govern amendments to the Comprehensive Plan. 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.

Section 5. 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.

Section 6. 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 of Coral Gables 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.

Section 7. 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.

[Signature Pages to follow]

IN WITNESS WHEREOF, the undersigned has/have cause _____ hand(s) and seal(s) to be affixed hereto on this _____ day of _____ 2026.

WITNESSES:

OWNER:

Signature

CENTURY CRYSTAL GROUP, LLC, a
Florida limited liability company

Printed Name

Address

By: _____
Name: _____
Title: _____

Signature

Printed Name

Address

NOTARIZATION

STATE OF _____):

COUNTY OF _____):

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ___ day of _____, 2026 by _____ as _____ of CENTURY CRYSTAL GROUP, LLC, a Florida limited liability company, on behalf of the company. He/she is personally known to me or produced _____ as identification and did not take an oath.

[NOTARIAL SEAL]

Notary: _____
Print Name:
NOTARY PUBLIC, STATE OF _____
My commission expires _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Cristina M. Suárez , City Attorney
Stephanie M. Throckmorton , Deputy City Attorney
Gustavo J. Ceballos , Assistant City Attorney

Exhibit "A"
Legal Description

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, AND 10, BLOCK 21 OF "REVISED PLAT OF CORAL GABLES DOUGLAS SECTION" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 25, PAGE 69, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

DRAFT