

Declaration of Restrictive Covenants
Folio No(s): 01-3135-026-0050

Document prepared by:
Office of City Attorney
444 S.W. 2nd Avenue, Suite 945
Miami, FL 33130-1910

Return Recorded Copy to:
City of Miami
Office of Zoning, Attn: Zoning Administrator
444 S.W. 2nd Avenue, 2nd Floor
Miami, FL 33130-1910

Folio No(s): 01-3135-026-0050

(Space Above for Recorder's Use Only)

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (the "Declaration"), made this ____ day of _____, 2021, by **RIO MIO, LLC**, a Florida limited liability company (the "Owner"), in favor of the **CITY OF MIAMI, FLORIDA**, a municipality of the State of Florida (the "City").

WITNESSETH:

WHEREAS, Owner holds fee-simple title to certain property in the City of Miami, Florida, located at 1160 NW North River Drive, legally described in **Exhibit "A"** attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Owner sought and obtained a Future Land Use Map redesignation pursuant to Ordinance No. _____ for the Property; and

WHEREAS, the Owner sought and obtained a rezoning approval pursuant to Ordinance No. _____ 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:

1. Recitals. 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.

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

a. The owner shall allow waterfront access to the public from 6:00 AM to 10:00 PM along the river walk to be developed as part of a multi-family residential project on the Property.

b. The proffered river walk will be designed in accordance with Article 3, Section 3.11 and Appendix B of the Miami 21 Code.

c. The Owner recognizes that legally permitted existing Working Waterfront 24-hour operations may currently exist proximate to the Property. Therefore, Owner agrees:

- (i) Not to object or otherwise attempt to impede any legally permitted Working Waterfront 24-hour operations;
 - (ii) 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;
 - (iii) That it is solely the Owner's responsibility to design its structures to accommodate legally permitted Working Waterfront 24-hour operations; and
 - (iv) 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 operations, and/or other quality of life issues that might result from legally permitted Working Waterfront 24-hour operations
- d. Notwithstanding the Property's T6-8O zoning, any new development on the property will not exceed maximum height of eight (8) stories.

3. Effective Date. This Declaration shall constitute a covenant running with the title to the Property and be binding upon Owner, its 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.

4. Term of Covenant. This voluntary Declaration on the part of the Owner shall

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

5. 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 for determining 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 action to enforce the terms and conditions of this Declaration may be brought by the City and may be by action at 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.

6. Amendment, Modification, Release. This Declaration may be modified, amended, or released as to any portion or all of the Property only after the occurrence of a determination of the Zoning Administrator that the Declaration is no longer necessary to preserve and protect the Property for the purposes herein intended. Any amendment, modification, or release shall be executed by the Zoning Administrator, or his or her successor or designee, and be in a form acceptable to the City Attorney.

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

and effect.

8. Counterparts/Electronic Signature. This Declaration may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Declaration. The parties shall be entitled to sign and transmit an electronic signature of this Declaration (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Declaration upon request.

9. Recordation. This Declaration will be e-recorded by the City of Miami, at the Owner's expense, in the public records of Miami-Dade County, Florida upon full execution.

10. No Vested Rights. Nothing in this Declaration shall be construed to create any vested rights whatsoever to the Owner, its successors and assigns.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the undersigned has set his hand and seal this _____ day of _____, 2021.

RIO MIO, LLC, a Florida limited liability company

By: _____
Jorge Ariel Lopez

Witnessed by:

(TWO WITNESSES FOR EACH PERSON SIGNING).

Witnesses:

Print Name: _____

Print Name: _____

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

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by Jorge Ariel Lopez as manager of Rio Mio, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida
Print Name: _____
My Commission Expires:

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CITY OF MIAMI:

APPROVED AS TO CONTENTS:

Daniel Goldberg, Esq.
Zoning Administrator

APPROVED AS TO LEGAL
FORM AND CORRECTNESS:

Victoria Mendez,
City Attorney

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Exhibit "A"

LEGAL DESCRIPTION:

LOT 7B, 8B, 9B, 7M, 8M, AND 9M, COUNTRY CLUB ADDITION,
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8,
PAGE 72, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.