

Law Office of Carla Jones, P.A.

550 N.E. 124th Street
North Miami, FL 33161

Carla A. Jones
Alexandra N. Fonseca

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Monday, March 4, 2019

VIA HAND-DELIVERY

Jennifer L. Warren, Esq.
Deputy City Attorney
Office of the City Attorney
City of North Miami
776 NE 125 Street
North Miami, FL 33161

RECEIVED
MAR - 8 2019
OFFICE OF THE
CITY ATTORNEY

Re: City of North Miami/Causeway Village, LLC
Executed Development Agreement
Executed Declaration of Restrictions

Dear: Ms. Warren:

Enclosed please find the following documents:

1. The Development Agreement Between City of North Miami, Florida and Causeway Village, LLC Regarding Development of the Causeway Village Project executed by Irwin Tauber as managing member of Causeway Village, LLC;
2. The Declaration of Restrictions executed by Irwin Tauber as managing member of Causeway Village, LLC.

The above mentioned documents are being submitted to you for execution by the City of North Miami. Upon the documents being fully executed, please contact me so that I may pick up same and deliver for recording with Miami Dade County Clerk of Courts.

Please feel free to contact me at 786-378-8243 if you have any questions.

Thank you.

Sincerely,

Law Office of Carla Jones, P.A.


Carla A. Jones, Esq.

Enclosures

This instrument was prepared by:

Name: Carla A. Jones, Esq.

Address: Law Offices of Carla Jones, P.A.
550 NE 124th Street
North Miami, FL 33161

(Space reserved for Clerk)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned Owner holds the fee simple title to approximately 4.13 acres of land in North Miami, Florida, described in Exhibit "A", attached to this Declaration (the "Property");

WHEREAS, the Property (also referred to herein as the "Project") is the application area that is the subject of a proposed Land Use Plan Amendment to the City's Future Land Use Map to include the Property in the Planned Corridor Development ("PCD");

NOW THEREFORE, in order to assure the City of North Miami (the "City") that the representations made by the Owner during the consideration of the application will be abided by, the Owners, its successors and assigned, freely, voluntarily, and without duress, makes the following Declaration of Restrictions covering and running with the Property.

Limitation to Height. The height of the Project, as defined in Section 7-101 of the City's Code will not exceed 99'6" from the ground floor slab to the top of the 9th floor roof slab.

Residential Units. The Owner agrees that the residential units for the Project will be rented at market rates and that the total number of residential units shall not exceed 297 units as depicted in the Project's site plan that is attached hereto and made a part hereof as Exhibit "B". Further, the Owner acknowledges and agrees that the Project will be a high-end mixed-use development that will be built in substantial shape, form and likeness as depicted in the attached proposed site plan.

Leadership in Energy and Environmental Design (LEED). The Owner intends to seek LEED certification for the Project.

Traffic. The Owner has conducted a comprehensive traffic study and has agreed with the City's Traffic Engineers as to methodology in connection with the Project and agrees:

1. To contribute to the traffic impact fee program established by Policy 2A.2.3 of the Transportation Element of the City's Comprehensive Plan in the amount of \$25,000 per year for a 4-year period; with said 4- year period commencing within 16 months from the issuance of a certificate of occupancy by the City; and with such contribution entitling the Owner to an option for the placement of advertising for the Project in or on NOMI express buses;
2. To provide pedestrian and bicycle linkages within the Project to any and all transit stops that are immediately contiguous with the Property to connect residents and visitors with public transit, consistent with Policy 2A.2.6 of the Transportation Element of the Comprehensive Plan;
3. To provide sidewalk improvements on the Northern and Western boundaries of the Property, as depicted in the Project's site plan, pursuant to the provisions of Policy 2A.2.7 of the Transportation Element of the Comprehensive Plan; and
4. To cooperate with the Florida Department of Transportation (FDOT), pursuant to the provisions of Policy 2C.2.1 of the Transportation Element of the Comprehensive Plan, as required by that agency for any necessary improvements, including a traffic management plan, if applicable to NE 123rd Street, which is a State-owned right-of way.

Covenant Running with the Land. This Declaration on the part of the Owner shall constitute a covenant running with the land and shall 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 in writing, in recordable form, with the written consent of the City of North Miami. These restrictions during their lifetime shall be for the benefit of the City of North Miami



and the public welfare. The 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 County.

Recordation and Effective Date. 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 and any conditions required by the City in connection with the approval of the Project. 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 shall forthwith execute a written instrument, in recordable form, acknowledging that this Declaration is null and void and of no further effect.

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 of North Miami.

Modification, Amendment, Release. This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the then owner(s) of the fee simple title to the Property, or any portion thereof, provided that the same is also approved by a majority vote of the City's Council at an open noticed public hearing. However, if said modification is to increase the height and/or density of the project then a supermajority vote of the City's Council shall be required. Should this Declaration be so modified, amended, or released, the City shall execute written instrument effectuating and acknowledging such modification, amendment, or release.

Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. 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 the 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.



Authorization for the City of North Miami 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 after providing the Owner with reasonable notice and opportunity to cure any such compliance issue of this Declaration. In the event the Owner does not obtain compliance within a reasonable period of time, the City may withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this Declaration is complied with.

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.

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.

Severability. Invalidity 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.

Acceptance of Declaration. The Owner acknowledges that 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 North Miami City Council retains its full power and authority to deny each such application in whole or in part and decline to accept any conveyance.

Owner. The term Owner shall include all heirs, assigns, and successors in interest.

[Execution Pages Follow]



EXHIBIT "A"

Legal Description of Subject Property:

Lots 4, 5, 6, 7, 8, 9, 10, 11 and 12 of Causeway Business Sites, according to the Plat thereof, as recorded in Plat Book 55, at Page 72, of the Public Records of Miami-Dade County, Florida.

and also the following described parcel of land:

Begin at the Southwest corner of Lot 3, of Causeway Business Sites, according to the Plat thereof, as recorded in Plat Book 55, at Page 72, of the Public Records of Miami-Dade County, Florida; thence run South along the Southerly extension of the West line of said Lot 3, for a distance of 50.00 feet to a point on a North line of Block 334, of Unit A, Miami Shores, according to the Plat thereof as recorded in Plat Book 17, at Page 46, of the Public Records of Miami-Dade County, Florida; thence run West, along the North line of said Block 334, for a distance of 412.50 to a point of curvature of a circular curve to the left; thence run Southwesterly and Southerly along the arc of said circular curve, having a central angle of 90 degrees 00' 00", a radius of 25 feet, for an arc distance of 39.27 feet to end of said curve; thence leaving last described Northerly line of said Block 334, run North, along a line of 37.50 feet East of and parallel to the center line of N.E. 18th Avenue and also being the Northerly extension of the West line of said block 334, for a distance of 78.35 feet to a point of the Southerly line of Lot 12 of said Causeway Business Sites, being a point on a circular curve, whose center of circle bears North 30 degrees 00' 00" East from said point; thence run Southeasterly and Easterly, along the arc of a circular curve to the left, said curve being concave to the Northeast, having a central angle of 30 degrees 00' 00", a radius of 25.00 feet, for an arc distance of 13.09 feet to a point of tangency of said curve; thence run East, along the South lines of Lots 12, 11, 10, 9, 8, 7, 6, 5, and 4 of said Causeway Business Sites for a distance of 425.00 feet to the Southwest corner of Lot 3 of said Causeway Business Sites, being the point of beginning. Said parcel of land being a portion of N.E. 122nd Street per said Plat of Causeway Business Sites, Plat Book 55, Page 72, and Unit A, Miami Shores, Plat Book 17, Page 46, Miami-Dade County, Florida.

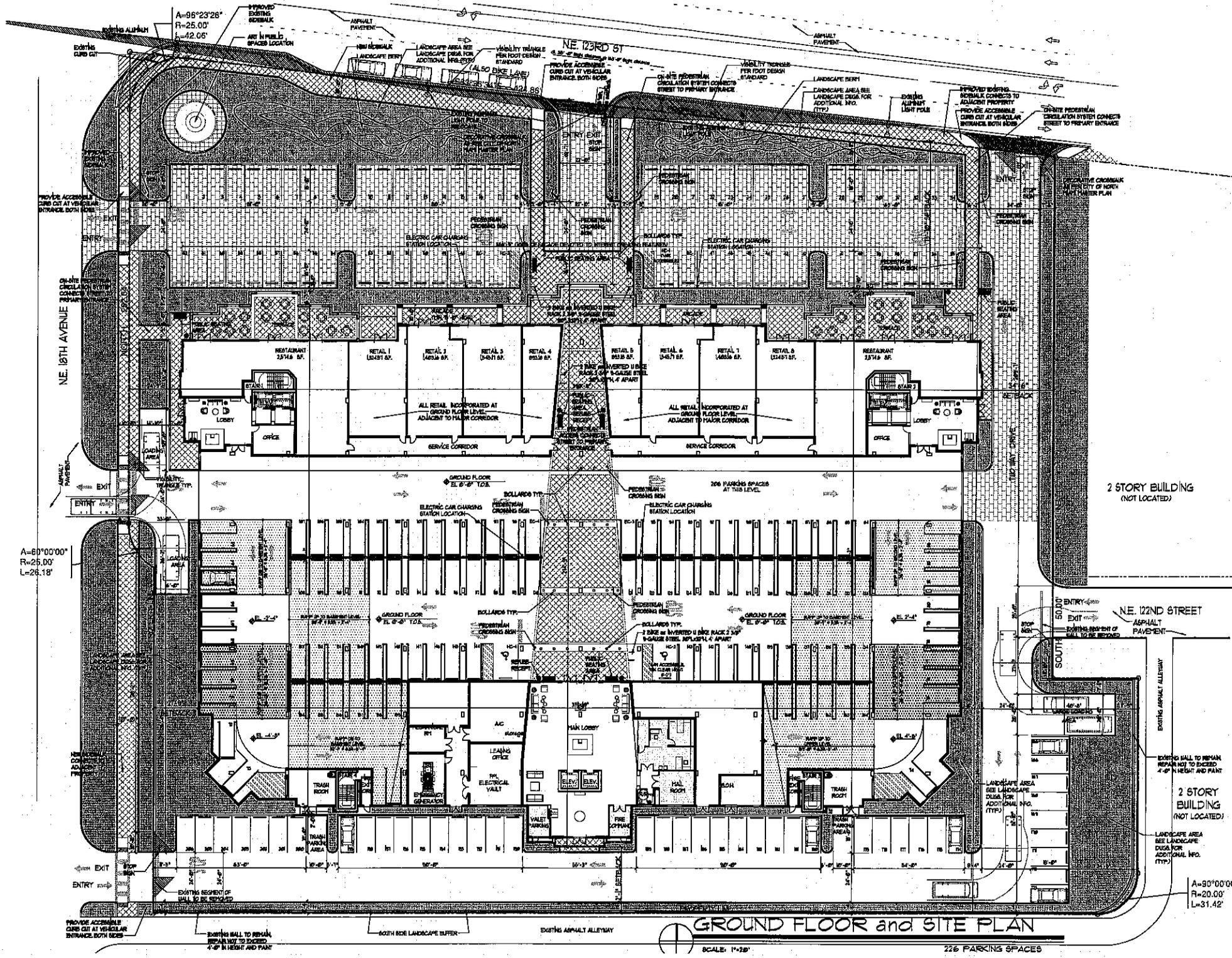
and also:

Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, in Block 334, of Unit A, Miami Shores, according to the Plat thereof, as recorded in Plat Book 17, at Page 46, of the Public Records of Miami-Dade County, Florida, excepting therefrom the following portion deeded to the City of North Miami, to wit:

The East 20 feet of Lot 3, in Block 334, of Unit A, Miami Shores, according to the Plat thereof, as recorded in Plat Book 17, at Page 46, of the Public Records of Miami-Dade County, Florida; and the South 5 feet of Lots 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, Block 334, less the East 20 feet thereof, previously covered; and the external area formed by a 20 foot radius arc, being concave to the Northwest and tangent to a line 5 feet North of and parallel to the south line of said Lots 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, Block 334, and tangent to line 20 feet West of and parallel to the East line of said Lot 3, Block 334, all lying and being in the City of North Miami, Florida.

EXHIBIT "B"

Causeway Village Site Plan



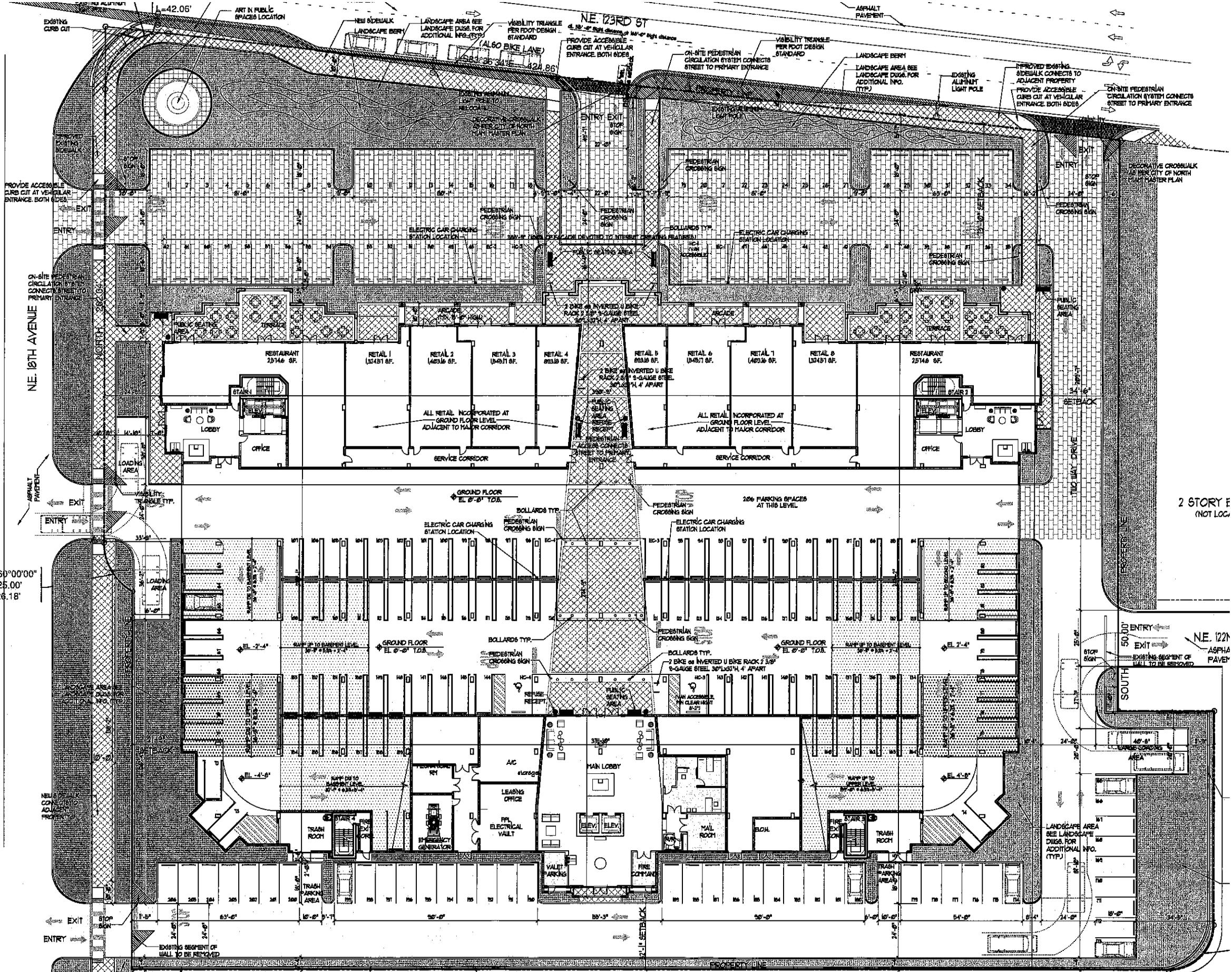
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 ARCHITECTS
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OWNER:
 CAUSEWAY VILLAGE, LLC.
 1801 NE 123RD STREET,
 SUITE 500
 NORTH MIAMI, FL 33181

PROPOSED MIXED-USE DEVELOPMENT
CAUSEWAY VILLAGE
 185 NE 123RD ST
 NORTH MIAMI, FLORIDA 33181
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DATE: 1-11-19
 PROJECT NO: 13-020
 DRAWING NAME:
 SHEET NO:
A-1.0

GROUND FLOOR and SITE PLAN
 SCALE: 1"=25'
 226 PARKING SPACES



A=60'00"00"
 R=25.00'
 L=26.18'

GROUND FLOOR and SITE PLAN

PROVIDE ACCESSIBLE CURB CUT AT VEHICULAR ENTRANCE BOTH SIDES

EXISTING WALL TO REMAIN REMAINS NOT TO BE REID

SOUTH SIDE LANDSCAPE BUFFER

EXISTING ASPHALT ALLEYWAY

LANDSCAPE AREA SEE LANDSCAPE DIGS FOR ADDITIONAL INFO (TYP)

2 STORY E (NOT LOC)