This instrument prepared by:
Name: **Graham Penn, Esq.**
Address: **Bercow Radell Fernandez Larkin & Tapanes, PLLC**
200 S. Biscayne Boulevard, Suite 300
Miami, FL 33131

(Space Reserved for Clerk)

DECLARATION OF RESTRICTIVE COVENANTS
IN LIEU OF UNITY OF TITLE

KNOW ALL BY THESE PRESENTS that 7410, LLC, a New York limited liability company, (the "**Owner**") hereby makes, declares, and imposes on the land herein described, the following covenants that will run with the title to the land, which shall be binding on the Owner, its heirs, successors, assigns, personal representatives, mortgagees and lessees, and against all persons claiming by, through or under any of them;

WITNESSETH:

WHEREAS, the Owner holds fee simple title to certain property in the City of Miami Beach, Florida, located at 7401-25 Harding Avenue, Miami Beach, Florida, and which is legally described in **Exhibit "A"** attached hereto and made a part hereof (the "**Property**"); and

WHEREAS, the Owner may develop buildings on the Property for sale to multiple owners in a condominium format of ownership and/or in two or more phases; and

WHEREAS, this instrument is executed in order to assure that the development of the property with multiple ownership or phased development will not violate the Land Development Regulations of the City of Miami Beach.

NOW THEREFORE, in consideration of the premises, the Owner hereby agrees as follows:

1. After a site plan for the Property has been submitted and approved under the City's Land Development Regulations, the Property will be developed as a unified development site in substantial accordance with such approved site plan for the Property. No modification of such approved site plan shall be effectuated without the written consent of the then owner(s) of the portion or phase of the Property for which such proposed modification is sought and the Director of the City's Planning Department (such person, or any successor thereof, is referred to herein as the "**Director**"). No such then owner(s) nor the Director shall unreasonably withhold, condition or delay its consent, provided the proposed modification is in compliance with the Land Development Regulations. Should any such then owner(s) or the Director withhold, condition or delay its consent to any such proposed modification, then the owner(s) seeking the proposed modification shall be permitted to seek the same by application to modify the approved site plan at public hearing before the appropriate City board or

the City Commission of Miami Beach, Florida (whichever by law has jurisdiction over such matters). Approval of such application shall be in addition to all other required approvals necessary for the proposed modification sought. Notwithstanding anything to the contrary contained in this Declaration: (a) if any building on the Property is developed and sold to multiple owners in a condominium format of ownership, then only the condominium association (as opposed to each individual condominium unit owner) shall be required to give, grant or execute any consent, approval or document require by this Declaration, and such consent, approval or documents as given, granted or executed by the condominium association shall bind each and every individual condominium unit owner in such building; (b) if the Property is developed in phases, then only the owner(s) of the phase(s) affected by the proposed modification shall be required to give, grant or execute any consent, approval or document required by this Declaration, and no consent, approval or document shall be required from the owner(s) of any phase(s) unaffected by such proposed modification shall be required.

2. If the Property is developed in phases, then each phase will be developed in substantial accordance with the approved site plan for the Property.

3. In the event the Owner shall convey any portion of the Property to any person or entity subsequent to site plan approval for the Property, each of the subsequent owners shall be bound by the terms, covenants, restrictions and limitations of this Declaration. Owner further agrees that it will not convey portions of the Property to any other person or entity unless and until the Owner and such other person or entity shall have mutually executed and delivered, in recordable form, an instrument to be known as an "**easement and operating agreement**" which shall contain, among other things, the following easements to the extent required for the Property to be developed, constructed, conveyed, maintained and operated in accordance with the approved site plan for the Property despite the Property having multiple owners:

(i) Easements in the common area of each parcel for ingress to and egress from the other parcels;
(ii) Easements in the common area of each parcel for the passage and parking of vehicles:
(iii) Easements in the common area of each parcel for the passage and accommodation of pedestrians;
(iv) Easements for access roads across the common area of each parcel to public and private roadways;
(v) Easements for the installation, use, operation, maintenance, repair, replacement, relocation and removal of utility facilities in appropriate areas in each such parcel;
(vi) Easements on each such parcel for construction of buildings and improvements in favor of each such other parcel;

(vii) Easements upon each such parcel in favor of each adjoining parcel for the installation, use, maintenance, repair, replacement and removal of common construction improvements such as footings, supports and foundations;
(viii) Easements on each parcel for attachment of buildings;
(ix) Easements on each parcel for building overhangs and other overhangs and projections encroaching upon such parcel from the adjoining parcels such as, by way of example, marquees, canopies, lights, lighting devices, awnings, wing walls and the like;
(x) Appropriate reservation of rights to grant easements to utility companies;
(xi) Appropriate reservation of rights to grant road rights-of-way and curb cuts;
(xii) Easements in favor of each such parcel for pedestrian and vehicular traffic over dedicated private ring roads and access roads; and
(xiii) Appropriate agreements between the owners of the several parcels as to the obligation to maintain and repair all private roadways, parking facilities, common areas and common facilities and the like.

These easement, reservation and agreement provisions (or portions thereof) may be waived by the Director if they are not applicable to the portion of the Property then being conveyed (such as, but not limited to, conveyances to purchasers of individual condominium units, or conveyance that are separated by a street or road). These easement, reservation and agreement provisions shall not be amended without prior written approval of the City Attorney. In addition, these easement, reservation and agreement provisions shall contain such other provisions with respect to the development, construction, conveyance, maintenance and operation of the Property as to which the parties thereto may agree, all to the end that although the Property may have several owners, it will be developed, constructed, conveyed, maintained and operated in accordance with the site plan approved for the Property.

4. The provisions of this Declaration shall become effective upon their 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 they shall be extended automatically for successive periods of ten (10) years each, unless released in writing by the then owner(s) of the Development Site and the Director (acting for and on behalf of the City) upon the demonstration and affirmative finding that the same is no longer necessary to preserve and protect the Development Site for the purposes herein intended.

5. The terms, covenants, restrictions and limitations of this Declaration may be amended, modified or released by a written instrument executed by the then owner(s) of the Development Site (with joinders by all mortgagees) and the Director (acting for and on behalf of the City). Should this Declaration be so modified, amended or released, then the Director shall forthwith execute a written

instrument effectuating and acknowledging such amendment, modification or release; it being acknowledged and agreed that no amendment, modification or release of this Declaration shall be effective without the Director's written approval of, or execution of a written instrument effectuating and acknowledging, such amendment, modification or release.

6. Enforcement of the terms, covenants, restrictions and limitations of this Declaration shall be by action against any parties or persons violating or attempting to violate any such terms, covenants, restriction or limitation of this Declaration. The prevailing party to in 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 his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

7. Invalidation of any term, covenant, restriction or limitation of this Declaration by a final, non-appealable order of a court of competent jurisdiction shall not affect any of the other term, covenant, restriction or limitation of this Declaration, all of which shall remain in full force and effect.

8. This Declaration shall be recorded in the public records of Miami-Dade County at the Owner's expense.

9. 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.

10. In the event of any 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 this Declaration is complied with.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK—SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Owner has caused these presents to be signed, sealed executed and acknowledged on ____ day of April 2024, in its name by its proper officials.

7410 Collins, LLC, a New York limited liability company

_____
Print Name:_____
Witness Address:_____
_____

By: _____
Name:
Title: Manager

_____
Print Name: _____
Witness Address:_____
_____

STATE OF FLORIDA)
)SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ❑ physical presence or ☑ online notarization this ____day of_____, 2024, by_____, Manager of 7410 Collins, LLC, a New York limited liability company, on behalf of the Company. He is ☑ personally known to me or ❑ has produced _____ as identification.

(SEAL)

_____
NOTARY SIGNATURE
_____
Notary Public, State of Florida
My Commission expires: _____

Draft

Approved:

Approved as to form & language & for execution:

_____	_____	_____	_____
Director of Planning	Date	City Attorney	Date

Draft

DocuSign Envelope ID: 19CCECC9-3A51-487F-A8A9-786C1610EC05

EXHIBIT A

Legal Description

Lot Six (6), Seven (7), Eleven (11), Twelve (12), Thirteen (13), and Fourteen (14), Block Two (2), TOWNSITE OF HARDING, according to the Plat thereof recorded in Plat Book 34, page 4, of the Public Records of Dade County, Florida.

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