

RESOLUTION No. 18-52

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE MODIFICATIONS TO THE DECLARATION OF RESTRICTIONS AFFECTING THE GATEWAY SHOPPING CENTER LOCATED AT 9000 NW 25 STREET, DORAL, FLORIDA, WHICH IS RECORDED IN OFFICIAL RECORDS BOOK 20515, PAGE 3494, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; PROVIDING FOR RECORDATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, V&Q Retail Holding, LLC, (the “Applicant”) holds the fee simple to that certain parcel of land, which is part of the existing Declaration of Restrictions, as legally described in Exhibit “A”; and

WHEREAS, this Declaration of Restrictions was proffered to Miami-Dade County prior to the incorporation of the City of Doral; and

WHEREAS, the Applicant is proffering a new Declaration of Restrictions to the City of Doral, which has been updated to reflect the City as successor to Miami-Dade County and to exclude certain uses from the property, as provided in Exhibit “B”; and

WHEREAS, after incorporation the City of Doral adopted its own Comprehensive Plan and Land Development Regulations and the property was rezoned by the City from BU-A to Corridor Commercial (CC); and

WHEREAS, considering the regulatory changes, the existing limits on the use of the Property no longer serve any purpose; and

WHEREAS, the Applicant freely, voluntarily and without duress proffers the following Declaration of Restrictions covering and running with the Property.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:**

Section 1. Recitals. The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. The proposed modifications to the Declaration of Restrictions affecting the Gateway Shopping Center located at 9000 NW 25th Street, Doral, Florida, which is recorded in Official Records Book 20515, Page 3494, of the public record of Miami-Dade County, Florida, is hereby approve, as provided in Exhibit “B”, which is incorporated herein and made a part hereof by this reference.

Section 3. Recordation. The Modified Declaration of Restrictions affecting the Gateway Shopping Center shall be recorded in the public records of Miami-Dade County, Florida.

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by Councilmember Cabrera who moved its adoption. The motion was seconded by Vice Mayor Rodriguez and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Ana Maria Rodriguez	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 21 day of March, 2018.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, OMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.
CITY ATTORNEY

EXHIBIT “A”

Legal Description:

Lot 1 of V & Q HOLDINGS SUBDIVISION, according to the Plat thereof as recorded in Plat Book 159, Page 73, of the Public Records of MIAMI-DADE County, Florida; a re-plat of Lot 1, Block 2 of AMERICAS' GATEWAY PARK SECTION ONE, according to the Plat thereof as recorded in Plat Book 113, Page 39, of the Public Records of MIAMI-DADE County, Florida.

EXHIBIT “B”

This instrument was prepared by:

Name: Juan J. Mayol, Jr., Esq.
Address: Holland & Knight LLP
701 Brickell Avenue
Suite 3300
Miami, Florida 33131

(Space Reserved for Clerk of the Court)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned, V & Q Retail Holdings, LLC, a Florida limited liability company (the "Owner"), holds the fee simple title to that certain parcel of land, which is legally described in Exhibit "A" to this Declaration (hereinafter the "Property");

WHEREAS, the Owner has filed an application with the City of Doral (the "City"), which application is currently pending under _____ (the "Application"), for the purpose of seeking to delete that certain Declaration of Restrictions affecting the Property, which is recorded at Official Records Book 20515, Page 3494 of the Public Records of Miami-Dade County.

NOW, THEREFORE, in order to assure the City Council of the City of Doral that the representations made by the Owner during its consideration of the Application will be abided by, the Owner freely, voluntarily, and without duress, hereby makes the following Declaration of Restrictions (the "Declaration") covering and running with the Property:

1. **Controlling Site Plan.** The Property shall be developed in substantial accordance with the plans entitled "Gateway Shopping Center," as prepared by Cabrera Ramos Architects, Inc., consisting of six sheets dated received February 28, 2002, and dated revised March 1, 2002, except as modified to provide the required landscape open space and the required 7' foot landscape greenbelt where the parking lot abuts rights-of-way on the east and north property lines. In

addition, to the extent that a free standing sign is utilized in connection with the development of the Property, said sign shall be of a monument type and shall not exceed six (6) feet in height. Moreover, subject to the receipt of all necessary approvals, the driveway approaches shall be constructed with brick pavers or stamped concrete.

2. **Prohibited Uses.** Notwithstanding the “Commercial Corridor” zoning on the Property, the following uses (all as defined in the City Code) shall not be allowed on the Property: (a) body shops, (b) general mechanical centers, (c) amusement or entertainment centers, (d) health and exercise facilities or clubs, or (e) sport facilities.

3. **Miscellaneous.**

a. **City Inspection.** As further part of this Declaration, it is hereby understood and agreed that any official inspector of the City, 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.

b. **Covenant Running with the Land.** This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at the 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, its heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of public welfare.

c. **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 that 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 Doral and the Owner as described below.

d. 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 such portion of the Property that is covered under such modification, amendment or release, including joinders of all mortgagees, if any, provided that the same is also approved by the City Council of the City of Doral. Should this Declaration of Restrictions be so modified, amended, or released, the Director of the City of Doral Planning and Zoning Department, or the executive officer of the successor of such Department, or in the absence of such director or executive officer by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

e. 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 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.

f. 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.

g. Severability. Invalidation 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.

h. Governing Laws. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Owners agree that Miami-Dade County, Florida is the appropriate venue in connection with any litigation with respect to this Covenant.

i. Recording. This Declaration shall be filed of record in the Public Records of Miami-Dade County, Florida, at the cost of the Owner, following the written approval by the Director of the City of Doral Planning and Zoning Department.

j. Effective Date. The Effective Date shall be the date of recording of this Covenant in the Public Records of Miami-Dade County, Florida.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have signed this Declaration of Restrictions this
_____ day of _____, 2018.

WITNESSES:

V & Q Retail Holdings, LLC,
a Florida limited liability company

Signature

By: _____

Print Name

Print Name/Title

Signature

Address: _____

Print Name

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

The foregoing instrument was acknowledged before me this _____ day of
_____, 2018, by _____ on behalf of V & Q
Retail Holdings, LLC, a Florida limited liability company, who is personally known to me or has
produced _____ as identification, and acknowledged that he
executed this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

Notary Public, State of _____

Print Name

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 1, BLOCK 1, V & Q HOLDINGS SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 159, Page 73 of the Public Records of Miami-Dade County, Florida.