

MEMORANDUM

HC

Agenda Item No. 2(A)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: October 14, 2026

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving the transfer of a certain previously conveyed County property from Goulds BH to its affiliate, Hive Residences LLC; authorizing the granting of one one-year extension to obtain the final certificates of occupancy for the multi-family rental units that are to be rented to very low- low- or moderate income households on certain previously conveyed County properties; approving Amended and Restated Workforce Housing Declaration of Restrictive Covenants and Workforce Housing Agreements and authorizing the County Mayor to take all actions necessary to effectuate same and to exercise all rights set forth therein and in the County Deed

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Vice Chairman Kionne L. McGhee.


Geri Bonzon-Keenan
County Attorney

GBK/uw

MDC001



MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: November 17, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

- _____ **"3-Day Rule" for committees applicable if raised**
- _____ **6 weeks required between first reading and public hearing**
- _____ **4 weeks notification to municipal officials required prior to public hearing**
- _____ **Decreases revenues or increases expenditures without balancing budget**
- _____ **Budget required**
- _____ **Statement of fiscal impact required**
- _____ **Statement of social equity required**
- _____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**
- _____ **No committee review**
- _____ **Requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) ____) to approve**
- _____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No.

RESOLUTION NO. _____

RESOLUTION APPROVING THE TRANSFER OF A CERTAIN PREVIOUSLY CONVEYED COUNTY PROPERTY FROM GOULDS BH TO ITS AFFILIATE, HIVE RESIDENCES LLC; AUTHORIZING THE GRANTING OF ONE ONE-YEAR EXTENSION TO OBTAIN THE FINAL CERTIFICATES OF OCCUPANCY FOR THE MULTI-FAMILY RENTAL UNITS THAT ARE TO BE RENTED TO VERY LOW- LOW- OR MODERATE INCOME HOUSEHOLDS ON CERTAIN PREVIOUSLY CONVEYED COUNTY PROPERTIES; APPROVING AMENDED AND RESTATED WORKFORCE HOUSING DECLARATION OF RESTRICTIVE COVENANTS AND WORKFORCE HOUSING AGREEMENTS AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME AND TO EXERCISE ALL RIGHTS SET FORTH THEREIN AND IN THE COUNTY DEED

WHEREAS, on October 6, 2020, this Board adopted Resolution No. R-932-20, which authorized the conveyance of two County-owned properties previously conveyed to Habitat for Humanity, located in County Commission District 9 and currently bearing Folio Nos. 30-6912-005-0050 and 30-6912-005-0100 (“the Properties”), to Palm Tree Tax 3, LLC, a Florida limited liability of company (“Palm Tree”) for the purpose of constructing with workforce rental housing within four years of the recording of the County Deed, which is attached hereto as Attachment “A” and incorporated herein by reference; and

WHEREAS, in order to effectuate the completion of the workforce housing, Palm Tree found it necessary to transfer the Properties to its affiliate, Goulds BH, LLC a Florida limited liability company, by way of a Quitclaim deed, which is attached hereto as Attachment “B”; and

WHEREAS, the transfer of the Properties to Goulds BH was retroactively approved by this Board pursuant to Resolution No. R-820-23 adopted on September 19, 2023; and

WHEREAS, as a condition of approving the transfer of the Properties, Resolution No. R-820-23 required Goulds BH to execute a Workforce Housing Declaration of Restrictive Covenants and Workforce Housing Agreement (“Covenant”) in favor of the County and which is currently in effect, and which is attached hereto as Attachment “C” and incorporated herein by reference; and

WHEREAS, the Covenant provided that the Properties would remain affordable for twenty years and that construction on the Properties would be completed by November 16, 2026; and

WHEREAS, subsequent to the approval of Resolution No. R-820-23, which retroactively approved the conveyance of the Properties to Goulds BH, Goulds BH transferred one of the Properties, specifically the property currently bearing Folio No. 30-6912-005-0100 (“Hive property”) to its affiliate Hive Residences, LLC a Florida limited liability company by way of a Quitclaim deed, which is attached hereto as Attachment “D”; and

WHEREAS, Goulds BH and Hive Residences have requested that this Board approve the transfer of the Hive property to Hive Residences; and

WHEREAS, additionally, on June 12, 2026, Goulds BH and Hive Residences sent a letter to the District 9 Commissioner, a copy of which is attached hereto as Attachment “E” and incorporated herein by reference, in which they requested that the County extend the time by which construction must be completed on the Properties for one year from the current November 16, 2026 expiration date and set forth the justification for such extension in said letter; and

WHEREAS, in light of the County’s extreme need for affordable rental housing within the County, this Board desires to: (1) approve the transfer of the property currently bearing Folio No. 30-6912-005-0100 to Hive Residences, LLC a Florida limited liability company, and (2) grant Goulds BH and Hive Residences one one-year extension to November 16, 2027, to construct the units and obtain final certificates of occupancy,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The foregoing recitals are incorporated in this resolution and are approved.

Section 2. This Board (1) approves the transfer of the property currently bearing Folio No. 30-6912-005-0100 to Hive Residences, LLC a Florida limited liability company, and (2) grants Goulds BH and Hive Residences one one-year extension to November 16, 2027, to construct the units and obtain final certificates of occupancy on the Properties, specifically the properties currently bearing Folio Nos. 30-6912-005-0050 and 30-6912-005-0100 (“the Properties”).

Section 3. This Board approves the execution and recording of the Amended and Restated Workforce Housing Declaration of Restrictive Covenants and Workforce Housing Agreements (“amended covenants”), in substantially the form attached hereto as Attachments “F” and “G” incorporated herein by reference.

Section 4. This Board’s consent to the conveyance of the Hive property to Hive Residences and the granting of the extension as set forth in sections 2 of this resolution, is conditioned Goulds BH and Hive Residences recording in the public record the amended covenants that require the project to remain affordable for a period of no less than 20 years and requires the project to be completed no later than by November 16, 2027. The final form of the amended covenants shall be submitted by Goulds BH and Hive Residences to the County Mayor

or County Mayor's designee and the County Attorney's Office for approval. In the event Goulds BH and Hive Residences fail to comply with the requirements of this section, this Board hereby authorizes the County Mayor or County Mayor's designee to take all necessary steps to enforce the deed restrictions set forth in the County Deed, and such other steps as set forth in section 5 of this resolution. This Board authorizes County Mayor or County Mayor's designee to take all actions necessary to effectuate the amended covenants, and to exercise all rights conferred therein.

Section 5. This Board authorizes the County Mayor or County Mayor's designee to exercise all rights set forth in the County Deed and the restrictive covenant, other than those reserved to this Board therein, including, but not limited to, exercising the County's option to enforce its reversionary interest after conducting all due diligence, including title searches and environmental reviews. In the event, the County Mayor or County Mayor's designee should exercise the County's reversionary interest as set forth in the County Deed and the restrictive covenant, then the County Mayor or County Mayor's designee shall execute and record an instrument approved by the County Attorney's Office in the Public Records of Miami-Dade County and provide a copy of such instrument to the County Property Appraiser. This Board further authorizes the County Mayor or County Mayor's designee to receive on behalf of the County from BH and Hive Residences, after conducting all due diligence, including, but not limited to, title searches and environmental reviews, a deed which conveys the Properties back to the County in the event the BH or Hive Residences are unable or fail to comply with the deed restrictions set forth in the County Deed. Upon the receipt of deed from BH or Hive Residences, the County Mayor or County Mayor's designee shall record such deed in the Public Records of Miami-Dade County, Florida.

Section 6. This Board directs the County Mayor or County Mayor's designee to ensure that proper signage is placed on the Properties identifying the County's name and the name of the district commissioner.

Section 7. The County Mayor or County Mayor's designee, pursuant to Resolution No. R-974-09, shall record in the Public Record all deeds, covenants, reverters, and other documents creating or reserving a real property interest in favor of the County and shall provide a copy of such recorded instruments to the Clerk of the Board within 30 days of execution and final acceptance. Pursuant to Resolution No. R-974-09, the Clerk of the Board shall attach and permanently store a recorded copy of any instrument provided in accordance herewith together with this resolution.

The Prime Sponsor of the foregoing resolution is Vice Chairman Kionne L. McGhee. It was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	
Kionne L. McGhee, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 17th day of November, 2026. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Shannon D. Summerset-Williams

Instrument prepared by and returned to:
Terrence A. Smith
Assistant County Attorney
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

COUNTY DEED

THIS DEED, made this 16th day of November, 2020 by **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **PALM TREE TAX 3, LLC**, a Florida limited liability of company (the "Palm Tree"), whose address is 200 South Park Rd Ste. 425, Hollywood, FL 33021, its successors and assigns.

WITNESSETH that the County, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by Palm Tree, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Palm Tree, their successors and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Properties"):

As legally described in Exhibit "A" attached hereto and made a part hereof

THIS CONVEYANCE IS SUBJECT TO all zoning, rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Properties; existing public purpose utility and government easements and rights of way and other matters of record; taxes for the year of closing and subsequent years and the following restrictions:

1. That the Properties shall be developed by Palm Tree with affordable and workforce rental housing ("Dwelling Units").
2. That the Properties shall be developed within four (4) years of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this paragraph 2, the County may, in its sole discretion, waive this requirement upon the Miami-Dade Board of County Commissioners finding it necessary to extend the timeframe in which Palm Tree must complete the Dwelling Units. In order for such waiver by the County to be effective, it shall:
 - a. Be given by the County Mayor or the County Mayor's designee prior to the event of the reverter; and
 - b. Be evidenced by the preparation of a letter executed by the County Mayor or the County Mayor's designee giving such waiver and specifying the new time frame in which Palm Tree must complete the Dwelling Units. The letter by the County shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such

date as specified in said waiver. If no waiver is recorded and a certificate of occupancy is not issued within four (4) years from the date of this Deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.

3. That Palm Tree shall not assign or transfer its interest in the Properties or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of any conveyance to qualified homebuyers.
4. That Palm Tree shall pay real estate taxes and assessments on the Properties or any part thereof when due. Palm Tree shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that Palm Tree may encumber the Properties with:
 - a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the Project in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
 - b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
 - c) Any mortgage(s) in favor of any lender that may go into default, lis pendens, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, the affordable deed restrictions are enforceable and can only be extinguished by the County. The deed restrictions shall run with the land notwithstanding the mortgage or change in ownership for the control period. The affordable deed restrictions apply to the "successors heirs and assigns" of the burdened land owner.
5. The recordation, together with any mortgage purporting to meet the requirements of paragraph 4(a) or 4(b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the Project is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

6. If in the sole discretion of the County, the Properties ceases to be used solely for the purpose set forth in paragraph 1 herein by Palm Tree, or if Palm Tree fails to construct the Dwelling Units described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if Palm Tree ceases to exist prior to conveyance to the qualified homebuyers, or if any term of this County Deed is not complied with, Palm Tree shall correct or cure the default/violation within thirty (30) days of notification of the default by the County as determined in the sole discretion of the County. If Palm Tree fails to remedy the default within thirty (30) days, title to the subject properties shall revert to the County, at the option of the County upon written notice of such failure to remedy the default. In the event of such reverter, Palm Tree shall immediately deed such properties back to the County, and the County shall have the right to immediate possession of such properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by Palm Tree. The County retains a reversionary interest in the Properties, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami-Dade County.
7. All conditions and restrictions set forth herein shall run with the land, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Properties.

Upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County's sole discretion, the County shall furnish Palm Tree with an appropriate instrument acknowledging satisfaction with all Deed restrictions listed above. Such satisfaction of Deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

This grant conveys only the interest of the Miami-Dade County and its Board of County Commissioners in the Properties herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of the Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____

Deputy Clerk

By: _____

Audrey M. Edmonson, Chairwoman

Approved for legal sufficiency:

By: _____

Terrence A. Smith
Assistant County Attorney



The foregoing was authorized by Resolution No. R-932-20 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the 6th day of October, 2020.

IN WITNESS WHEREOF, the representative of **PALM TREE TAX 3, LLC**, a Florida limited liability of company, has caused this document to be executed by their respective and duly authorized representative on this 26 day of October, 2020, and it is hereby approved and accepted.

Witness/Attest William Lic Xing

By: [Signature]
Name: JOSHUA SCHACAR
Title: MEM

Witness/Attest Edilda Onate-Cavallero

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 26th day of October, 2020 by Josha Schacar as Manager, on behalf of **PALM TREE TAX 3, LLC**, a Florida limited liability of company. S/he is personally known to me or has produced a Florida Driver's License No. _____ as identification.

[Signature]
Notary Public
State of Florida at Large

My Commission Expires:
June 27, 2024

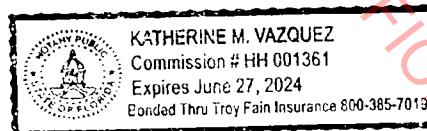


EXHIBIT A

FOLIO NUMBERS

LEGAL DESCRIPTIONS

30-6912-005-0050	SYMMES-SHARMAN TR REV PB 33-45 W50FT OF E279.48FT OF N1/2 OF TR4
30-6912-005-0100	SYMMES-SHARMAN TR REV PB 33-45 W50FT OF E478.8FT OF S143.7 FT OF TR 4

Prepared by
Steven B. Herzberg, Esq.
Vazquez & Associates
1111 Brickell Ave, Ste. 1550
Miami, FL 33131
305-371-8064

Parcel Identification No. **30-6912-005-0050 & 30-6912-005-0100**

[Space Above This Line For Recording Data]

Quitclaim Deed

This Indenture made this 5th day of **March, 2024** **Palm Tree Tax 3, LLC** with a mailing address of **200 S Park Road, Suite 425, Hollywood, FL 33021** as “Grantor”, and **GOULDS BH, LLC** a Florida limited liability company whose post office address is **1108 Kane Concourse, Ste. 308, Bay Harbor Islands, FL 33154** as grantee,

Witnesseth that said grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Miami Dade County, Florida**, to-wit:

The West 50 Fee of the East 279.48 feet of the North ½ of Tract 4, Revised Plat Block 4 – Symmes Sharman Trac, according to the map or plat thereof as recorded in Plat Book 33, Page 45, Public Records of Miami-Dade County, Florida

And

The West 50 feet of the East 478.8 feet of the South 143.7 feet of Tract 4, Revised Plat Block 4 – Symmes Sharman Tract, according to the map or plat thereof as recorded in Plat Book 33, Page 45, Public Records of Miami-Dade County, Florida.

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, for the use, benefit, and profit of the said Grantee forever.

[Signature On Following Page]

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first
above written. Signed, sealed and delivered in our presence:

Palm Tree Tax 3, LLC, a Florida
Limited liability company

By: LB Tax Investments, LLC, a Florida limited
liability company
Its: Sole Member and Manager

By: SB Municipal, LLC a Florida limited liability
company
Its: Managing Member

Witness Name: JOSEPH NANCY
Address: PRINCETON, NJ 08540
1273 Canal Rd

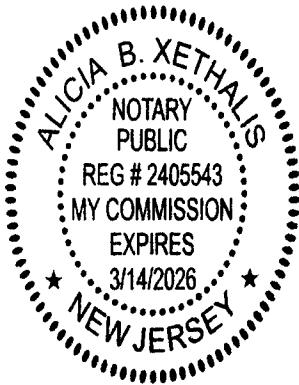
Witness Name: HOLLY GREENBERG
Address: SAN RAFAEL CA 94903
810 La Playa Way.

Name: LAMBROS XETHALIS
Its: MANAGER

State of New Jersey
County of Somerset

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th
day of March, 2024 by Lambros Xethalis as the Manager for Palm Tree Tax 3, LLC
a Florida limited liability company. They ☒ is personally known to me or ☐ have produced a driver's license as identification.

[Notary Seal]



Notary Public

Printed Name:

Alicia B. Xethalis

This instrument was prepared by:

Terrence A. Smith
Assistant County Attorney
Miami-Dade County Attorney's Office
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

(Space reserved for Clerk of the Court)

This Workforce Housing Declaration of Restrictive Covenants and Workforce Housing Agreement supersedes and replaces those certain deed restrictions set forth in that certain County Deed, dated November 16, 2020, and recorded on December 16, 2020, at Official Record Book 32244, Page 2695 of the Public Records of Miami-Dade County, Florida.

**WORKFORCE HOUSING DECLARATION OF RESTRICTIVE
COVENANTS AND WORKFORCE HOUSING AGREEMENT**

This Workforce Housing Declaration of Restrictive Covenants and Workforce Housing Agreement (the "Declaration") is made as of the 9 day of May, 2024, by Goulds BH, LLC, a Florida limited liability company, (the "Declarant"), the owner of that certain properties

("Property") located in Miami-Dade County, Florida, which is more particularly described in Exhibit "A" attached hereto and made part hereof.

RECITALS

WHEREAS, Miami-Dade County ("County") through its Miami-Dade County Board of County Commissioners ("Board") conveyed the Property to Palm Tree Tax 3, LLC, a former Florida limited liability company ("Palm Tree"), by that certain County Deed, dated November 16, 2020, and recorded on December 16, 2020, at Official Record Book 32244, Page 2695 of the Public Records of Miami-Dade County, Florida, for the purpose of developing such Property with affordable and workforce housing; and

WHEREAS, Palm Tree subsequently conveyed the Property to Declarant by that certain unrecorded Warranty Deed; and

WHEREAS, Declarant has requested that the County consent to the conveyance of the Property subject to certain conditions, including, but not limited to, the recording of this Declaration in the Public Records of Miami-Dade County, Florida; and

WHEREAS, on January 25, 2007, the Board established the Workforce Housing Development Program (the "Program"), to assist in providing workforce housing to individuals

and families of moderate income, particularly those whose earnings range from 60% to 140% of the area median income for Miami-Dade County as determined by the United States Department of Housing and Urban Development; and

WHEREAS, the Program is intended to be administered in accordance with Chapter 33, Article XIIA, and Chapter 17, Article IX, of the Code of Miami-Dade County, Florida and regulations established with respect thereto (Article XIIA of Chapter 33 and Article IX of Chapter 17, are collectively referred to hereinafter as the "Ordinance"); and

WHEREAS, the Ordinance allows owners of land zoned to certain zoning districts who choose to utilize the density bonus and intensity standards available under the Ordinance to either develop a number of Workforce Housing Units (WHUs), or to provide a monetary contribution in lieu thereof, or both, for sale or lease to Qualified Households, all in accordance with conditions set forth in the Ordinance; and

WHEREAS, the Declarant makes this Declaration to provide covenants and restrictions to ensure that 100 percent (100%) of the units located on the Property will remain workforce housing units (the "WHUs") for the duration of the Control Period, as defined below, and will be available for occupancy by Qualified Households as hereinafter defined;

NOW, THEREFORE, IN ORDER TO ASSURE the County that the Declarant will abide by its commitment to provide workforce housing units, the Declarant, its successors and assigns, freely, voluntarily, and without duress hereby makes the following Declaration of Restrictive Covenants and Workforce Housing Agreement covering and running with the Property and shall bind the Declarant, any assignee, mortgagee, or buyer, and all other parties that receive title to, or interest in, the WHUs.

1. The foregoing recitals are true and correct and are incorporated herein.

2. **Definitions.**

(a) "Area Median Income" means the median income level for the Miami-Dade County Metropolitan Statistical Area, as established and defined in the annual schedule published by the Secretary of the U.S. Department of Housing and Urban Development or the Florida Housing Finance Corporation and adjusted for household size.

(b) "Certificate of Qualification" means a certificate approved by the Department and used by the Declarant to establish a Qualified Household's eligibility to purchase or rent a workforce housing unit ("WHU"). Certificates of Qualification shall be

valid for twelve (12) months. The Department hereby authorizes the Declarant to issue certificates of qualification, subject to verification by the Department.

(c) "Control Period" means each 20-year period during which the affordability restrictions shall apply, which period shall commence from the date the Covered Development and Workforce Housing Units are available for public occupancy as evidenced by the issuance of certificate of occupancy or temporary certificate of occupancy for the Covered Development.

(d) "Covered Development" means all of the dwelling units on the Property, which will be WHUs.

(e) "County" means Miami-Dade County.

(f) "Department" means, unless otherwise indicated, the Miami-Dade Public Housing and Community Development Department, or any other successor agency.

(g) "Housing Director" means, unless otherwise indicated, the Director or designee of the Miami-Dade Public Housing and Community Development Department or successor agency.

(h) "Eligible Household" means, subject to the provisions of Section 17-134 hereof, a household whose total Eligible Household income is at or below 140% of Area Median Income.

(i) "Eligible Household Income" means any income derived by any proposed occupants of a WHU who are 18 years of age or older and who will use the WHU as their primary residence.

(j) "Household" means any natural person who occupies a WHU as their primary residence.

(k) "Market Rate Dwelling Units" means all dwelling units in a Covered Development that are not WHUs as defined herein.

(l) "Qualified Household" means an Eligible Household that has received a certificate of qualification from the Declarant, as verified by the Department.

(m) "WHU" means not less than all of the units on the Property.

(n) “Workforce Housing Rent” or “WHU Rent” means rents that do not exceed the maximum monthly Rent Limit as determined for Miami-Dade County by the U.S. Department of Housing and Urban Development in its annual income Limits and Rent Limits and as used by the Florida Housing Finance Corporation for its multifamily rental programs (published annually at <http://www.floridahousing.org>).

3. **Completion of Construction.** The Property shall be developed, and construction completed no later than November 16, 2026, as evidenced by the issuance of a final Certificate of Occupancy. Any additional extension of time for the development and completion of construction of the Property shall be at the sole and absolute direction of the Miami-Dade County Board of County Commissioners (the “Board”).

4. **Eligibility to Rent.** The WHUs may only be rented, before the expiration of the Control Period, by Qualified Households to be used as primary residences for those households. Prospective Eligible Households seeking to rent a WHU shall complete and execute the Certificate of Qualification as part of their unit lease application. Completed copies of the Certificate of Qualification, executed by the Declarant or their designee, shall be maintained by the Declarant, but be subject to audit by the Department. Upon determination of eligibility by the Declarant, the Declarant shall sign the Certificate of Qualification confirming that the Eligible Household is a Qualified Household. The property manager or property owner of the Covered Development shall retain the original Certificate of Qualification on site in the Qualified Household’s file and provide a copy of the same to the Department upon request. Copies of documents provided by the Eligible Household evidencing their earnings shall be retained in the Qualified Household’s file along with the Certificate of Qualification.

5. **Limits on WHU Rents.** The WHUs, before the expiration of the Control Period, may only be rented at rents that do not exceed the maximum monthly Rent Limit as determined for Miami-Dade County by the U.S. Department of Housing and Urban Development in its annual income Limits and Rent Limits as the same are used by the Florida Housing Finance Corporation for its multifamily rental programs.

6. **Recording of Covenants and Declarations.** The Declarant shall record this Declaration in the Public Records of Miami-Dade County, Florida. The County shall have the right to enforce and maintain in full force and effect, the terms, conditions, and requirements of this Declaration. If in the sole discretion of the County, the Property ceases to be used solely for the purpose set forth herein, or if Declarant fails to construct the project described herein in the manner and within the timeframe set forth in paragraph 3 herein, or if Declarant ceases to exist prior to completion of the project, or if any other term of this Declaration is not complied with, Declarant shall correct or cure the default/violation within thirty (30) days of notification of the default by the County. If Declarant fails to remedy the default within thirty (30) days, as determined in the sole discretion of the County, title to the subject Property shall revert to the

County, at the option of the County, which shall be effected upon written notice to Declarant of such failure to remedy the default, and the filing of a Notice of Reverter in the public records evidencing same (which may be filed simultaneously with or subsequent to such written notice of reverter). The reverter will become effective upon the filing of such Notice of Reverter. In the event of such reverter, Declarant shall immediately deed such Property back to the County, and the County shall have the right to immediate possession of the Property, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon the filing of the Notice of Reverter, regardless of whether Declarant provides a deed back to the County for the Property.

7. **Leasing of WHUs During Control Period.** WHUs shall be leased only to Qualified Households during the Control Period. Qualified Households shall be provided leases for a minimum period of twelve (12) months, which shall comply with all applicable federal and state laws. WHU leases shall, at minimum, include: (i) provisions that specify the maximum household size allowed in the unit; (ii) a prohibition against subleasing; and (iii) a requirement that qualified household shall report any changes in household size or income during his or her tenancy.

8. **WHU Units.** WHUs must have rents affordable to households whose income are between at or below 140% of area median income (determined at the time of initial occupancy), which shall be adjusted for family and unit size.

9. **Monitoring of WHU Compliance.** Declarant shall comply with all monitoring requirements established by the Department. The Department shall be responsible for monitoring all of the WHUs on the Property. The Declarant (or successor in interest) shall pay the applicable monitoring fee for the WHUs that are monitored by the Department as demonstrated in Exhibit ___ attached hereto and incorporated herein by reference. The Department may conduct, upon 48 hours' notice to the Declarant, an on-site inspection of the Covered Development to review client files for income verification. A Qualified Household's Eligible Household Income is required to be within the threshold of the maximum allowed income levels at the time of its initial lease.

10. **Occupancy Report.** The Declarant shall provide an annual report to the Department every December 31st, confirming that the WHUs are being leased to Eligible Households. Declarant shall, on an annual basis by December 31st, furnish the Department with an occupancy report, which provides the following information: (a) a list of all occupied WHUs, indicating composition of each resident family, as of the end date of the reporting period; (b) a list of all vacant WHUs, as of the end date of the reporting period; (c) the total number of vacancies that occurred during the reporting period; and (d) the total number of WHUs that were re-rented during the reporting period, stating family size and income at the time of initial lease. The

Declarant shall permit Department representatives to conduct on-site inspection of the Covered Development, upon receipt of a 48-hour notice, to review tenant files for income verification.

11. **Re-Sale of Covered Development During Control Period.** Although the Declarant is permitted to sell the Property at all times, the Declarant hereby agrees that the WHU and rental restriction requirement outlined herein shall continue to apply to the Covered Development following the sell and/or transfer of such a Covered Development through the expiration of the Control Period.

12. **Condominium Conversion.** If the Property is converted into a condominium or other "for sale" project (other than by a subsequent owner after a foreclosure sale of an Eligible Mortgage or deed in lieu of foreclosure transfer of ownership), then prior to entering into the first contract for sale of a WHU as a "for sale" unit, the Declarant shall enter into a new covenant in favor of the County for a "for sale" project in accordance with the current restrictions for such units as established by the Department and shall require all purchasers to abide by the restrictions. Such covenant shall grant to each Qualified Household occupying a WHU, at the time the Declarant is required to provide a notice of intended conversion in accordance with Section 718.608, Florida Statutes, a right of first refusal to purchase the WHU. Such covenant shall also grant to the County, among other things, the County's right of first refusal to purchase any or all of the WHUs in the event that a Qualified Household does not purchase the WHU within six (6) months from the first date Declarant, its successors or assigns offers the WHU for sale. In the event Qualified Households or the County do not exercise their right of first refusal option, the Declarant shall continue to market and sell or rent such WHUs to Qualified Households throughout the Control Period.

13. **Expiration of Control Period.** The Control Period shall expire 20 years from the date when the WHUs forming part of the Covered Development are first placed into service as evidenced by the issuance of a certificate of occupancy or temporary certificate of occupancy by a local government agency authorizing the use of the WHUs as primary residences. Upon the expiration of the Control Period, the County shall record in the Public Records of Miami-Dade County an instrument releasing the Covered Development from its obligation to provide WHUs and the Declarant, or its successors and assigns, may freely lease or sell the Property or individual units at the market rate. Moreover, the Control Period shall expire upon a foreclosure sale or a deed in lieu of foreclosure impacting the Property. Furthermore, the Control Period and other restrictions provided for in this Agreement shall not be senior to any instrument that facilitates the securing of permanent financing that is guaranteed by the Federal Housing Administration, Fannie Mae, Freddie Mac, or similar senior lender. In such circumstances, the Control Period and other restrictions contained in this Agreement shall not survive any foreclosure or deed in lieu of foreclosure in accordance with the lender's guidelines and restrictions.

14. **Discrimination.** The Declarant shall not discriminate against any person in the exercise of its obligations under this Declaration and all such actions shall be taken without regard to race, age, religion, color, gender, sexual orientation, gender identity or gender expression, status as a victim of domestic violence, dating violence, or stalking, national origin, marital status, physical or mental disability, political affiliation, or source of legitimate income, or any other factor which cannot be lawfully used. For purpose of clarity, the foregoing limitations shall not be construed to preclude the Declarant from denying an Eligible Household an opportunity to lease a WHU unit based upon such factors as the Eligible Household's poor credit history or their inability to demonstrate household income sufficient to pay the WHU Rents and any other financial obligations.

15. **Presumption of Compliance.** Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County (or any successor municipality), and inspections made and approval of occupancy given by the County (or any successor municipality), 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.

16. **County as Beneficiary.** The County is the beneficiary of this Declaration; and, as such, the County may enforce these restrictive covenants by action at law or in equity, including without limitation, a decree of specific performance or mandatory or prohibitory injunction, as well as civil penalties as provided in the Code of Miami-Dade County, Florida.

17. **Modification, Amendment, Release.** The Declaration of Restrictions may be modified, amended or released as to the Property, or any portion thereof, by a written instrument executed by the, then, owner(s) of all of the Property, including joinders of all mortgagees, if any, provided that the Department consents to the modification, amendment or release.

18. **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. However, if any material portion is invalidated, the Miami-Dade County, Florida shall be entitled to revoke any approval predicated upon the invalidation portion.

19. **Laws and Venue.** This document shall be construed in accordance with the laws of Florida and venue shall be Miami-Dade County, Florida.

20. **Survival.** Except as otherwise provided in Section 12 with respect to the termination of this Declaration upon foreclosure or deed in lieu thereof as noted in Section 12, this Declaration shall survive any proceedings in foreclosure, bankruptcy, probate or any other proceedings at law or in equity.

21. **Headings.** The headings herein are for reference purposes only and shall not affect the meaning or interpretation of the terms and conditions hereof.

[Signature page to follow]

IN WITNESS WHEREOF, Goulds BH, LLC, a Florida limited liability company, has caused these present to be signed in its name on this 9 day of May, 2024.

GOULDS BH, LLC,
a Florida limited liability company

[Signature]
Witness

By: [Signature]

Name: Julien Haccoun

Sarah Aserraf
Printed Name

Title: Manager

1108 Kane Concourse
#309, Bay Harbor Islands FL. 33154

[Signature]
Witness

Adrien Haccoun
Printed Name

1108 Kane Concourse
#309, Bay Harbor Islands FL. 33154

STATE OF FLORIDA)

) ss:

COUNTY OF Dade)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9 day of May, 2024, by Julien Haccoun, as Manager of Goulds BH, LLC, a Florida limited liability company, on behalf of the _____, who is ☒ personally known to me or ☐ who has produced _____ as identification.

[NOTARIAL SEAL]

[Signature]

Print Name: Jonathan Aserraf

Notary Public, State of Florida

Commission #: 248406

My Commission Expires: 04/01/26

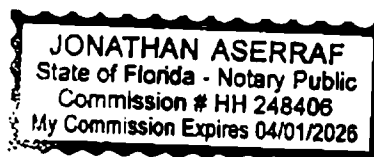


EXHIBIT A

FOLIO NUMBERS

LEGAL DESCRIPTIONS

30-6912-005-0050	SYMMES-SHARMAN TR REV PB 33-45 W50FT OF E279.48FT OF N1/2 OF TR4
30-6912-005-0100	SYMMES-SHARMAN TR REV PB 33-45 W50FT OF E478.8FT OF S143.7 FT OF TR 4

EXHIBIT B

Public Housing and Community Development		
Rental Regulatory Agreement, Compliance, and Monitoring Unit		
Cost Per Unit*		
Fiscal Year 2023-2024		
Activity	Unit Cost**	Comments
Inspection	\$35.43	Housing Quality Standards Review
File Review	\$59.28	Eligibility, Income, and Rental Calculation Review
Administrative	\$35.82	Supervisory Oversight
Travel	\$6.28	Car and Public Transportation Pass
Overhead	\$9.39	Rent, Phone, Supplies
Total Per Unit Cost*	\$146.20	
**Cost shall increase at the rate of 3% each year.		
Examples:		
A: Cost to conduct a 10 Unit Review for a project would be \$1,462.00		
B: Cost to conduct a 30 Unit Review for a project would be \$4,386.00		

* The Unit Cost in Exhibit B is a Fiscal Year 2023-24 sample for illustration purposes only. The applicable cost per unit schedule in each Rental Regulatory Agreement will match the amounts set for the respective fiscal year in which the Rental Regulatory Agreement is executed.

** The unit cost for each activity will increase by three percent each year.

Prepared by
Steven B. Herzberg, Esq.
VHL Law
1111 Brickell Ave, Ste. 1550
Miami, FL 33131
305-371-8064

Parcel Identification No. 30-6912-005-0100

[Space Above This Line For Recording Data]

Quitclaim Deed

This Indenture made this 23rd day of July, 2024 between **GOULDS BH, LLC a Florida limited liability company** with a mailing address of **1108 Kane Concourse, Ste. 308, Bay Harbor Islands, FL 33154** as grantor, and **HIVE RESIDENCES, LLC a Florida limited liability company** whose post office address is **1108 Kane Concourse, Ste. 308, Bay Harbor Islands, FL 33154** as grantee,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Miami-Dade County, Florida**, to-wit:

The West 50 feet of the East 478.8 fee of the South 143.7 feet of Tract 4, Revised Plat Book 4-Symmes Sharman Tract, according to the map or plat thereof as recorded in Plat Book 33, Page 45, Public Records of Miami-Dade County, Florida

and the Grantor does hereby fully remise, release, and quitclaim all claims and demands to the said property, but without any warranties or representations, express or implied, as to the title, condition, or encumbrances affecting said property. This deed is executed and delivered without the benefit of any title search, title examination, or investigation of the property's condition, legal status, or any encumbrances.

[Signature On Following Page]

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

GOULDS BH, LLC a Florida limited liability company

By: _____

Name: Julien Hannon

Its: Manager

Witness Name: Sarah Aserraf

Address: 1108 Kane Concourse
Bay Harbor Islands
FL 33154

Witness Name: Adrien Hannon

Address: 1108 Kane Concourse
Bay Harbor Islands, FL 33154

State of Florida

County of Miami-Dade

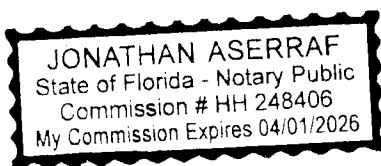
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23 day of September, 2024 by Julien Hannon as Manager of BH GOULDS, LLC a Florida limited liability company. He/She ☒ is personally known to me or ☐ have produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: Jonathan Aserraf

My Commission Expires: 04/01/26





June 12, 2026

The Honorable Kionne L. McGhee
Miami-Dade County Board of County Commissioners
111 NW 1st Street, Suite 320
Miami, FL 33128

Re: Request for Extension of Time to Develop Workforce Housing Properties

Vice-Chair McGhee:

We write on behalf of Goulds BH LLC and Hive Residences LLC to respectfully request an extension of time to develop the County-conveyed properties through November 2027. As you know, pursuant to Resolution No. 820-23-20, the County conveyed two lots located in the general vicinity of SW 216th Street and SW 119th avenue.

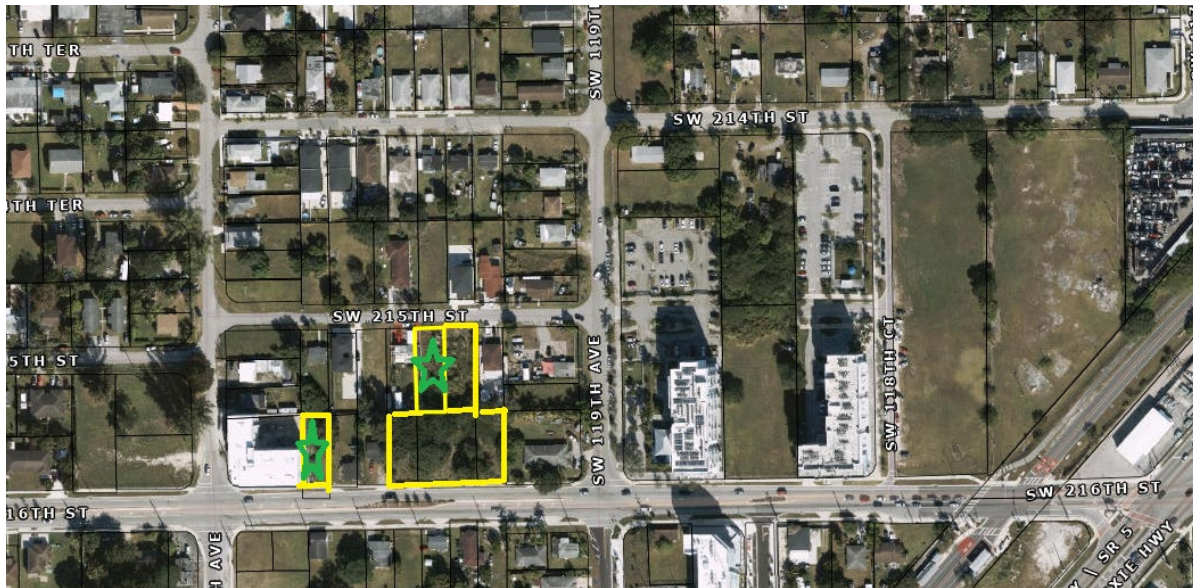
9th Avenue in the Goulds community, identified by Miami-Dade County Property Appraiser Folio Nos. 30-6912-005-0050 ("Property 1") and 30-6912-005-0100 ("Property 2") (collectively, the "Properties"). The acquisition involved land swaps between our entities and Habitat for Humanity that resulted in a net financial benefit to the County.

Since acquiring the Properties, we have worked diligently to advance a workforce housing development consistent with our commitments. However, the project has been delayed by a significant increase in construction costs, which made the initial vision for developing at least 170 units on Property 1 no longer feasible under the applicable workforce housing rental caps. As a result, the development team was required to re-evaluate the project to ensure that it remained financially viable while preserving its workforce housing purpose.

With respect to Property 1, identified at Folio No. 30-6912-005-0050, we are now seeking to modify the plan from at least 170 units to a 90-unit workforce housing development with surface parking so that the project can be built in a financially feasible manner. This change has required substantial revisions to the site and building plans. Importantly, Property 1 is part of a larger assemblage of five lots, and the County conveyed only one of those lots. Although the County conveyed only a single lot, we have committed to developing the entire assemblage as workforce housing-restricted housing. We are currently in the final review cycle for Property 1's development permits, and we anticipate that a modest one-year extension will provide sufficient time to complete construction.

We are also seeking to extend the time period for construction of Property No. 2, identified at Miami-Dade County Property Appraiser Folio No. 30-6912-005-0100, which is a separate parcel from Property No. 1. We had initially believed that we would be able to assemble all of the lots located between Property 1 and Property 2, but we were unsuccessful in doing so. As a result, we have redesigned the development plan for this parcel and now propose to construct 12 workforce housing units on Property 2.

For your convenience, we have included an aerial depiction of the two lots, identified by green stars, to show the location of the Properties. Given the substantial work that has already been undertaken, and the fact that we are only weeks away from permit approval, we believe that a modest extension through November 2027 is appropriate.



Thank you for your consideration of this proposal. We are here at your service to address any questions that may come up.

Sincerely,

A handwritten signature in blue ink, appearing to read 'JH' or 'Julien Haccoun', written over a horizontal line.

Julien Haccoun, on behalf of
Goulds BH LLC and Hive
Residences LLC

This instrument was prepared by:

Attachment “F”

Shannon D. Summerset-Williams
Assistant County Attorney
Miami-Dade County Attorney’s Office
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

(Space reserved for Clerk of the Court)

This Amended and Restated Workforce Housing Declaration of Restrictive Covenants and Workforce Housing Agreement supersedes and replaces those certain deed restrictions set forth in that certain County Deed, dated November 16, 2020, and recorded on December 16, 2020, at Official Record Book 32244, Page 2695 of the Public Records of Miami-Dade County, Florida and the Workforce Housing Declaration of Restrictive Covenants and Workforce Housing Agreement dated May 9, 2024, and recorded on June 27, 2024, at Official Record Book 34288, Page 4092 of the Public Records of Miami-Dade County, Florida.

**AMENDED AND RESTATED WORKFORCE HOUSING DECLARATION OF
RESTRICTIVE COVENANTS AND WORKFORCE HOUSING AGREEMENT**

This Workforce Housing Declaration of Restrictive Covenants and Workforce Housing Agreement (the “Declaration”) is made as of the ____ day of _____, 2026, by Goulds BH, LLC, a Florida limited liability company, (the “Declarant”), the owner of that certain properties (“Property”) located in Miami-Dade County, Florida, which is more particularly described in Exhibit “A” attached hereto and made part hereof.

RECITALS

WHEREAS, Miami-Dade County (“County”) through its Miami-Dade County Board of County Commissioners (“Board”) conveyed the Property to Palm Tree Tax 3, LLC, a former Florida limited liability company (“Palm Tree”), by that certain County Deed, dated November 16, 2020, and recorded on December 16, 2020, at Official Record Book 32244, Page 2695 of the Public Records of Miami-Dade County, Florida, for the purpose of developing such Property with affordable and workforce housing; and

WHEREAS, Palm Tree subsequently conveyed the Property to Declarant by that certain Warranty Deed dated March 5, 2024, and recorded on June 27, 2024, at Official Record Book 34288, Page 4090 of the Public Records of Miami-Dade County, Florida; and

WHEREAS, Declarant has requested that the County consent to the conveyance of the Property subject to certain conditions, including, but not limited to, the recording of this Declaration in the Public Records of Miami-Dade County, Florida; and

WHEREAS, on January 25, 2007, the Board established the Workforce Housing Development Program (the “Program”), to assist in providing workforce housing to individuals and families of moderate income, particularly those whose earnings range from 60% to 140% of the area median income for Miami-Dade County as determined by the United States Department of Housing and Urban Development; and

WHEREAS, the Program is intended to be administered in accordance with Chapter 33, Article XIIA, and Chapter 17, Article IX, of the Code of Miami-Dade County, Florida and regulations established with respect thereto (Article XIIA of Chapter 33 and Article IX of Chapter 17, are collectively referred to hereinafter as the “Ordinance”); and

WHEREAS, the Ordinance allows owners of land zoned to certain zoning districts who choose to utilize the density bonus and intensity standards available under the Ordinance to either develop a number of Workforce Housing Units (WHUs), or to provide a monetary contribution in lieu thereof, or both, for sale or lease to Qualified Households, all in accordance with conditions set forth in the Ordinance; and

WHEREAS, the Declarant makes this Declaration to provide covenants and restrictions to ensure that 100 percent (100%) of the units located on the Property will remain workforce housing units (the “WHUs”) for the duration of the Control Period, as defined below, and will be available for occupancy by Qualified Households as hereinafter defined,

NOW, THEREFORE, IN ORDER TO ASSURE the County that the Declarant will abide by its commitment to provide workforce housing units, the Declarant, its successors and assigns, freely, voluntarily, and without duress hereby makes the following Declaration of Restrictive Covenants and Workforce Housing Agreement covering and running with the Property and shall bind the Declarant, any assignee, mortgagee, or buyer, and all other parties that receive title to, or interest in, the WHUs,

1. The foregoing recitals are true and correct and are incorporated herein.

2. **Definitions.**

(a) “Area Median Income” means the median income level for the Miami-Dade County Metropolitan Statistical Area, as established and defined in the annual schedule

published by the Secretary of the U.S. Department of Housing and Urban Development or the Florida Housing Finance Corporation and adjusted for household size.

(b) “Certificate of Qualification” means a certificate approved by the Department and used by the Declarant to establish a Qualified Household’s eligibility to purchase or rent a workforce housing unit (“WHU”). Certificates of Qualification shall be valid for twelve (12) months. The Department hereby authorizes the Declarant to issue certificates of qualification, subject to verification by the Department.

(c) “Control Period” means each 20-year period during which the affordability restrictions shall apply, which period shall commence from the date the Covered Development and Workforce Housing Units are available for public occupancy as evidenced by the issuance of certificate of occupancy or temporary certificate of occupancy for the Covered Development.

(d) “Covered Development” means all of the dwelling units on the Property, which will be WHUs.

(e) “County” means Miami-Dade County.

(f) “Department” means, unless otherwise indicated, the Miami-Dade Public Housing and Community Development Department, or any other successor agency.

(g) “Housing Director” means, unless otherwise indicated, the Director or designee of the Miami-Dade Public Housing and Community Development Department or successor agency.

(h) “Eligible Household” means, subject to the provisions of Section 17-134 hereof, a household whose total Eligible Household income is or below 140% of Area Median Income.

(i) “Eligible Household Income” means any income derived by any proposed occupants of a WHU who are 18 years of age or older and who will use the WHU as their primary residence.

(j) “Household” means any natural person who occupies a WHU as their primary residence.

(k) “Market Rate Dwelling Units” means all dwelling units in a Covered Development that are not WHUs as defined herein.

(l) “Qualified Household” means an Eligible Household that has received a certificate of qualification from the Declarant, as verified by the Department.

(m) “WHU” means not less than all of the units on the Property.

(n) “Workforce Housing Rent” or “WHU Rent” means rents that do not exceed the maximum monthly Rent Limit as determined for Miami-Dade County by the U.S. Department of Housing and Urban Development in its annual income Limits and Rent Limits and as used by the Florida Housing Finance Corporation for its multifamily rental programs (published annually at <http://www.floridahousing.org>).

3. **Completion of Construction.** The Property shall be developed, and construction completed no later than November 16, 2027, as evidenced by the issuance of a final Certificate of Occupancy. Any additional extension of time for the development and completion of construction of the Property shall be at the sole and absolute direction of the Miami-Dade County Board of County Commissioners (the “Board”).

4. **Eligibility to Rent.** The WHUs may only be rented, before the expiration of the Control Period, by Qualified Households to be used as primary residences for those households. Prospective Eligible Households seeking to rent a WHU shall complete and execute the Certificate of Qualification as part of their unit lease application. Completed copies of the Certificate of Qualification, executed by the Declarant or their designee, shall be maintained by the Declarant, but be subject to audit by the Department. Upon determination of eligibility by the Declarant, the Declarant shall sign the Certificate of Qualification confirming that the Eligible Household is a Qualified Household. The property manager or property owner of the Covered Development shall retain the original Certificate of Qualification on site in the Qualified Household’s file and provide a copy of the same to the Department upon request. Copies of documents provided by the Eligible Household evidencing their earnings shall be retained in the Qualified Household’s file along with the Certificate of Qualification.

5. **Limits on WHU Rents.** The WHUs, before the expiration of the Control Period, may only be rented at rents that do not exceed the maximum monthly Rent Limit as determined for Miami-Dade County by the U.S. Department of Housing and Urban Development in its annual income Limits and Rent Limits as the same are used by the Florida Housing Finance Corporation for its multifamily rental programs.

6. **Recording of Covenants and Declarations.** The Declarant shall record this Declaration in the Public Records of Miami-Dade County, Florida. The County shall have the right to enforce and maintain in full force and effect, the terms, conditions, and requirements of this Declaration. If in the sole discretion of the County, the Property ceases to be used solely for

the purpose set forth herein, or if Declarant fails to construct the project described herein in the manner and within the timeframe set forth in paragraph 3 herein, or if Declarant ceases to exist prior to completion of the project, or if any other term of this Declaration is not complied with, Declarant shall correct or cure the default/violation within thirty (30) days of notification of the default by the County. If Declarant fails to remedy the default within thirty (30) days, as determined in the sole discretion of the County, title to the subject Property shall revert to the County, at the option of the County, which shall be effected upon written notice to Declarant of such failure to remedy the default, and the filing of a Notice of Reverter in the public records evidencing same (which may be filed simultaneously with or subsequent to such written notice of reverter). The reverter will become effective upon the filing of such Notice of Reverter. In the event of such reverter, Declarant shall immediately deed such Property back to the County, and the County shall have the right to immediate possession of the Property, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon the filing of the Notice of Reverter, regardless of whether Declarant provides a deed back to the County for the Property.

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9. **Monitoring of WHU Compliance.** Declarant shall comply with all monitoring requirements established by the Department. The Department shall be responsible for monitoring all of the WHUs on the Property. The Declarant (or successor in interest) shall pay the applicable monitoring fee for the WHUs that are monitored by the Department as demonstrated in Exhibit ____ attached hereto and incorporated herein by reference. The Department may conduct, upon 48 hours' notice to the Declarant, an on-site inspection of the Covered Development to review client files for income verification. A Qualified Household's Eligible Household Income is required to be within the threshold of the maximum allowed income levels at the time of its initial lease.

10. **Occupancy Report.** The Declarant shall provide an annual report to the Department every December 31st, confirming that the WHUs are being leased to Eligible Households. Declarant shall, on an annual basis by December 31st, furnish the Department with an

occupancy report, which provides the following information: (a) a list of all occupied WHUs, indicating composition of each resident family, as of the end date of the reporting period; (b) a list of all vacant WHUs, as of the end date of the reporting period; (c) the total number of vacancies that occurred during the reporting period; and (d) the total number of WHUs that were re-rented during the reporting period, stating family size and income at the time of initial lease. The Declarant shall permit Department representatives to conduct on-site inspection of the Covered Development, upon receipt of a 48-hour notice, to review tenant files for income verification.

11. **Re-Sale of Covered Development During Control Period.** Although the Declarant is permitted to sell the Property at all times, the Declarant hereby agrees that the WHU and rental restriction requirement outlined herein shall continue to apply to the Covered Development following the sell and/or transfer of such a Covered Development through the expiration of the Control Period.

12. **Condominium Conversion.** If the Property is converted into a condominium or other “for sale” project (other than by a subsequent owner after a foreclosure sale of an Eligible Mortgage or deed in lieu of foreclosure transfer of ownership), then prior to entering into the first contract for sale of a WHU as a “for sale” unit, the Declarant shall enter into a new covenant in favor of the County for a “for sale” project in accordance with the current restrictions for such units as established by the Department and shall require all purchasers to abide by the restrictions. Such covenant shall grant to each Qualified Household occupying a WHU, at the time the Declarant is required to provide a notice of intended conversion in accordance with Section 718.608, Florida Statutes, a right of first refusal to purchase the WHU. Such covenant shall also grant to the County, among other things, the County’s right of first refusal to purchase any or all of the WHUs in the event that a Qualified Household does not purchase the WHU within six (6) months from the first date Declarant, its successors or assigns offers the WHU for sale. In the event Qualified Households or the County do not exercise their right of first refusal option, the Declarant shall continue to market and sell or rent such WHUs to Qualified Households throughout the Control Period.

13. **Expiration of Control Period.** The Control Period shall expire 20 years from the date when the WHUs forming part of the Covered Development are first placed into service as evidenced by the issuance of a certificate of occupancy or temporary certificate of occupancy by a local government agency authorizing the use of the WHUs as primary residences. Upon the expiration of the Control Period, the County shall record in the Public Records of Miami-Dade County an instrument releasing the Covered Development from its obligation to provide WHUs and the Declarant, or its successors and assigns, may freely lease or sell the Property or individual units at the market rate. Moreover, the Control Period shall expire upon a foreclosure sale or a deed in lieu of foreclosure impacting the Property. Furthermore, the Control Period and other restrictions provided for in this Agreement shall not be senior to any instrument that facilitates the

securing of permanent financing that is guaranteed by the Federal Housing Administration, Fannie Mae, Freddie Mac, or similar senior lender. In such circumstances, the Control Period and other restrictions contained in this Agreement shall not survive any foreclosure or deed in lieu of foreclosure in accordance with the lender's guidelines and restrictions.

14. **Discrimination.** The Declarant shall not discriminate against any person in the exercise of its obligations under this Declaration and all such actions shall be taken without regard to race, age, religion, color, gender, sexual orientation, gender identity or gender expression, status as a victim of domestic violence, dating violence, or stalking, national origin, marital status, physical or mental disability, political affiliation, or source of legitimate income, or any other factor which cannot be lawfully used. For purpose of clarity, the foregoing limitations shall not be construed to preclude the Declarant from denying an Eligible Household an opportunity to lease a WHU unit based upon such factors as the Eligible Household's poor credit history or their inability to demonstrate household income sufficient to pay the WHU Rents and any other financial obligations.

15. **Presumption of Compliance.** Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County (or any successor municipality), and inspections made and approval of occupancy given by the County (or any successor municipality), 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.

16. **County as Beneficiary.** The County is the beneficiary of this Declaration; and, as such, the County may enforce these restrictive covenants by action at law or in equity, including without limitation, a decree of specific performance or mandatory or prohibitory injunction, as well as civil penalties as provided in the Code of Miami-Dade County, Florida.

17. **Modification, Amendment, Release.** The Declaration of Restrictions may be modified, amended or released as to the Property, or any portion thereof, by a written instrument executed by the, then, owner(s) of all of the Property, including joinders of all mortgagees, if any, provided that the Department consents to the modification, amendment or release.

18. **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. However, if any material portion is invalidated, the Miami-Dade County, Florida shall be entitled to revoke any approval predicated upon the invalidation portion.

19. **Laws and Venue.** This document shall be construed in accordance with the laws of Florida and venue shall be Miami-Dade County, Florida.

20. **Survival.** Except as otherwise provided in Section 12 with respect to the termination of this Declaration upon foreclosure or deed in lieu thereof as noted in Section 12, this Declaration shall survive any proceedings in foreclosure, bankruptcy, probate or any other proceedings at law or in equity.

21. **Headings.** The headings herein are for reference purposes only and shall not affect the meaning or interpretation of the terms and conditions hereof.

[Signature page to follow]

IN WITNESS WHEREOF, Goulds BH, LLC, a Florida limited liability company, has caused these present to be signed in its name on this 16th day of September, 2026.

GOULDS BH, LLC,
a Florida limited liability company

[Signature]
Witness/Attest Signature

Sarah Aserraf
Print Name

1108 Kane Concourse, 309, Bay Harbor Islands FL 33154
Address

By: [Signature]
Name: Sulien Haccoun

Title: Manager

[Signature]
Witness/Attest Signature

Adrien Haccoun
Print Name

1108 Kane Concourse 309 Bay Harbor Islands FL 33154
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 16 day of Sept, 26, by Sulien Haccoun, as Manager of Goulds BH, LLC, a Florida limited liability company, on behalf of the _____, who is ☒ personally known to me or ☐ who has produced _____ as identification.

[NOTARIAL SEAL]

[Signature]
Print Name: Jonathan Aserraf

Notary Public, State of Florida

Commission #: HH768614

My Commission Expires: 04/01/30



EXHIBIT A

FOLIO NUMBERS

LEGAL DESCRIPTIONS

30-6912-005-0050	SYMMES-SHARMAN TR REV PB 33-45 W50FT OF E279.48FT OF N1/2 OF TR4
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EXHIBIT B

**MIAMI-DADE COUNTY PUBLIC HOUSING AND COMMUNITY
DEVELOPMENT'S MONITORING FEES**

This instrument was prepared by:

Attachment “G”

Shannon D. Summerset-Williams
Assistant County Attorney
Miami-Dade County Attorney’s Office
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

(Space reserved for Clerk of the Court)

This Amended and Restated Workforce Housing Declaration of Restrictive Covenants and Workforce Housing Agreement supersedes and replaces those certain deed restrictions set forth in that certain County Deed, dated November 16, 2020, and recorded on December 16, 2020, at Official Record Book 32244, Page 2695 of the Public Records of Miami-Dade County, Florida and the Workforce Housing Declaration of Restrictive Covenants and Workforce Housing Agreement dated May 9, 2024, and recorded on June 27, 2024, at Official Record Book 34288, Page 4092 of the Public Records of Miami-Dade County, Florida.

**AMENDED AND RESTATED WORKFORCE HOUSING DECLARATION OF
RESTRICTIVE COVENANTS AND WORKFORCE HOUSING AGREEMENT**

This Workforce Housing Declaration of Restrictive Covenants and Workforce Housing Agreement (the “Declaration”) is made as of the ____ day of _____, 2026, by Hive Residences LLC, a Florida limited liability company, (the “Declarant”), the owner of that certain properties (“Property”) located in Miami-Dade County, Florida, which is more particularly described in Exhibit “A” attached hereto and made part hereof.

RECITALS

WHEREAS, Miami-Dade County (“County”) through its Miami-Dade County Board of County Commissioners (“Board”) conveyed the Property to Palm Tree Tax 3, LLC, a former Florida limited liability company (“Palm Tree”), by that certain County Deed, dated November 16, 2020, and recorded on December 16, 2020, at Official Record Book 32244, Page 2695 of the Public Records of Miami-Dade County, Florida, for the purpose of developing such Property with affordable and workforce housing; and

WHEREAS, Palm Tree conveyed the Property to Goulds BH LLC by that certain Warranty Deed dated March 5, 2024, and recorded on June 27, 2024, at Official Record Book 34288, Page 4090 of the Public Records of Miami-Dade County, Florida; and

WHEREAS, Goulds BH LLC subsequently conveyed the Property to Declarant by that certain Warranty Deed dated July 23, 2024, and recorded on October 21, 2024, at Official Record Book 34454, Page 2787 of the Public Records of Miami-Dade County, Florida; and

WHEREAS, Declarant has requested that the County consent to the conveyance of the Property to Declarant subject to certain conditions, including, but not limited to, the recording of this Declaration in the Public Records of Miami-Dade County, Florida; and

WHEREAS, on January 25, 2007, the Board established the Workforce Housing Development Program (the “Program”), to assist in providing workforce housing to individuals and families of moderate income, particularly those whose earnings range from 60% to 140% of the area median income for Miami-Dade County as determined by the United States Department of Housing and Urban Development; and

WHEREAS, the Program is intended to be administered in accordance with Chapter 33, Article XIIA, and Chapter 17, Article IX, of the Code of Miami-Dade County, Florida and regulations established with respect thereto (Article XIIA of Chapter 33 and Article IX of Chapter 17, are collectively referred to hereinafter as the “Ordinance”); and

WHEREAS, the Ordinance allows owners of land zoned to certain zoning districts who choose to utilize the density bonus and intensity standards available under the Ordinance to either develop a number of Workforce Housing Units (WHUs), or to provide a monetary contribution in lieu thereof, or both, for sale or lease to Qualified Households, all in accordance with conditions set forth in the Ordinance; and

WHEREAS, the Declarant makes this Declaration to provide covenants and restrictions to ensure that 100 percent (100%) of the units located on the Property will remain workforce housing units (the “WHUs”) for the duration of the Control Period, as defined below, and will be available for occupancy by Qualified Households as hereinafter defined,

NOW, THEREFORE, IN ORDER TO ASSURE the County that the Declarant will abide by its commitment to provide workforce housing units, the Declarant, its successors and assigns, freely, voluntarily, and without duress hereby makes the following Declaration of Restrictive Covenants and Workforce Housing Agreement covering and running with the Property and shall bind the Declarant, any assignee, mortgagee, or buyer, and all other parties that receive title to, or interest in, the WHUs,

1. The foregoing recitals are true and correct and are incorporated herein.
2. **Definitions.**

(a) “Area Median Income” means the median income level for the Miami-Dade County Metropolitan Statistical Area, as established and defined in the annual schedule published by the Secretary of the U.S. Department of Housing and Urban Development or the Florida Housing Finance Corporation and adjusted for household size.

(b) “Certificate of Qualification” means a certificate approved by the Department and used by the Declarant to establish a Qualified Household’s eligibility to purchase or rent a workforce housing unit (“WHU”). Certificates of Qualification shall be valid for twelve (12) months. The Department hereby authorizes the Declarant to issue certificates of qualification, subject to verification by the Department.

(c) “Control Period” means each 20-year period during which the affordability restrictions shall apply, which period shall commence from the date the Covered Development and Workforce Housing Units are available for public occupancy as evidenced by the issuance of certificate of occupancy or temporary certificate of occupancy for the Covered Development.

(d) “Covered Development” means all of the dwelling units on the Property, which will be WHUs.

(e) “County” means Miami-Dade County.

(f) “Department” means, unless otherwise indicated, the Miami-Dade Public Housing and Community Development Department, or any other successor agency.

(g) “Housing Director” means, unless otherwise indicated, the Director or designee of the Miami-Dade Public Housing and Community Development Department or successor agency.

(h) “Eligible Household” means, subject to the provisions of Section 17-134 hereof, a household whose total Eligible Household income is or below 140% of Area Median Income.

(i) “Eligible Household Income” means any income derived by any proposed occupants of a WHU who are 18 years of age or older and who will use the WHU as their primary residence.

(j) “Household” means any natural person who occupies a WHU as their primary residence.

(k) “Market Rate Dwelling Units” means all dwelling units in a Covered Development that are not WHUs as defined herein.

(l) “Qualified Household” means an Eligible Household that has received a certificate of qualification from the Declarant, as verified by the Department.

(m) “WHU” means not less than all of the units on the Property.

(n) “Workforce Housing Rent” or “WHU Rent” means rents that do not exceed the maximum monthly Rent Limit as determined for Miami-Dade County by the U.S. Department of Housing and Urban Development in its annual income Limits and Rent Limits and as used by the Florida Housing Finance Corporation for its multifamily rental programs (published annually at <http://www.floridahousing.org>).

3. **Completion of Construction.** The Property shall be developed, and construction completed no later than November 16, 2027 , as evidenced by the issuance of a final Certificate of Occupancy. Any additional extension of time for the development and completion of construction of the Property shall be at the sole and absolute direction of the Miami-Dade County Board of County Commissioners (the “Board”).

4. **Eligibility to Rent.** The WHUs may only be rented, before the expiration of the Control Period, by Qualified Households to be used as primary residences for those households. Prospective Eligible Households seeking to rent a WHU shall complete and execute the Certificate of Qualification as part of their unit lease application. Completed copies of the Certificate of Qualification, executed by the Declarant or their designee, shall be maintained by the Declarant, but be subject to audit by the Department. Upon determination of eligibility by the Declarant, the Declarant shall sign the Certificate of Qualification confirming that the Eligible Household is a Qualified Household. The property manager or property owner of the Covered Development shall retain the original Certificate of Qualification on site in the Qualified Household’s file and provide a copy of the same to the Department upon request. Copies of documents provided by the Eligible Household evidencing their earnings shall be retained in the Qualified Household’s file along with the Certificate of Qualification.

5. **Limits on WHU Rents.** The WHUs, before the expiration of the Control Period, may only be rented at rents that do not exceed the maximum monthly Rent Limit as determined for Miami-Dade County by the U.S. Department of Housing and Urban Development in its annual income Limits and Rent Limits as the same are used by the Florida Housing Finance Corporation for its multifamily rental programs.

6. **Recording of Covenants and Declarations.** The Declarant shall record this

Declaration in the Public Records of Miami-Dade County, Florida. The County shall have the right to enforce and maintain in full force and effect, the terms, conditions, and requirements of this Declaration. If in the sole discretion of the County, the Property ceases to be used solely for the purpose set forth herein, or if Declarant fails to construct the project described herein in the manner and within the timeframe set forth in paragraph 3 herein, or if Declarant ceases to exist prior to completion of the project, or if any other term of this Declaration is not complied with, Declarant shall correct or cure the default/violation within thirty (30) days of notification of the default by the County. If Declarant fails to remedy the default within thirty (30) days, as determined in the sole discretion of the County, title to the subject Property shall revert to the County, at the option of the County, which shall be effected upon written notice to Declarant of such failure to remedy the default, and the filing of a Notice of Reverter in the public records evidencing same (which may be filed simultaneously with or subsequent to such written notice of reverter). The reverter will become effective upon the filing of such Notice of Reverter. In the event of such reverter, Declarant shall immediately deed such Property back to the County, and the County shall have the right to immediate possession of the Property, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon the filing of the Notice of Reverter, regardless of whether Declarant provides a deed back to the County for the Property.

7. **Leasing of WHUs During Control Period.** WHUs shall be leased only to Qualified Households during the Control Period. Qualified Households shall be provided leases for a minimum period of twelve (12) months, which shall comply with all applicable federal and state laws. WHU leases shall, at minimum, include: (i) provisions that specify the maximum household size allowed in the unit; (ii) a prohibition against subleasing; and (iii) a requirement that qualified household shall report any changes in household size or income during his or her tenancy.

8. **WHU Units.** WHUs must have rents affordable to households whose income are between at or below 140% of area median income (determined at the time of initial occupancy), which shall be adjusted for family and unit size.

9. **Monitoring of WHU Compliance.** Declarant shall comply with all monitoring requirements established by the Department. The Department shall be responsible for monitoring all of the WHUs on the Property. The Declarant (or successor in interest) shall pay the applicable monitoring fee for the WHUs that are monitored by the Department as demonstrated in Exhibit ____ attached hereto and incorporated herein by reference. The Department may conduct, upon 48 hours' notice to the Declarant, an on-site inspection of the Covered Development to review client files for income verification. A Qualified Household's Eligible Household Income is required to be within the threshold of the maximum allowed income levels at the time of its initial lease.

10. **Occupancy Report.** The Declarant shall provide an annual report to the Department every December 31st, confirming that the WHUs are being leased to Eligible Households. Declarant shall, on an annual basis by December 31st, furnish the Department with an occupancy report, which provides the following information: (a) a list of all occupied WHUs, indicating composition of each resident family, as of the end date of the reporting period; (b) a list of all vacant WHUs, as of the end date of the reporting period; (c) the total number of vacancies that occurred during the reporting period; and (d) the total number of WHUs that were re-rented during the reporting period, stating family size and income at the time of initial lease. The Declarant shall permit Department representatives to conduct on-site inspection of the Covered Development, upon receipt of a 48-hour notice, to review tenant files for income verification.

11. **Re-Sale of Covered Development During Control Period.** Although the Declarant is permitted to sell the Property at all times, the Declarant hereby agrees that the WHU and rental restriction requirement outlined herein shall continue to apply to the Covered Development following the sell and/or transfer of such a Covered Development through the expiration of the Control Period.

12. **Condominium Conversion.** If the Property is converted into a condominium or other “for sale” project (other than by a subsequent owner after a foreclosure sale of an Eligible Mortgage or deed in lieu of foreclosure transfer of ownership), then prior to entering into the first contract for sale of a WHU as a “for sale” unit, the Declarant shall enter into a new covenant in favor of the County for a “for sale” project in accordance with the current restrictions for such units as established by the Department and shall require all purchasers to abide by the restrictions. Such covenant shall grant to each Qualified Household occupying a WHU, at the time the Declarant is required to provide a notice of intended conversion in accordance with Section 718.608, Florida Statutes, a right of first refusal to purchase the WHU. Such covenant shall also grant to the County, among other things, the County’s right of first refusal to purchase any or all of the WHUs in the event that a Qualified Household does not purchase the WHU within six (6) months from the first date Declarant, its successors or assigns offers the WHU for sale. In the event Qualified Households or the County do not exercise their right of first refusal option, the Declarant shall continue to market and sell or rent such WHUs to Qualified Households throughout the Control Period.

13. **Expiration of Control Period.** The Control Period shall expire 20 years from the date when the WHUs forming part of the Covered Development are first placed into service as evidenced by the issuance of a certificate of occupancy or temporary certificate of occupancy by a local government agency authorizing the use of the WHUs as primary residences. Upon the expiration of the Control Period, the County shall record in the Public Records of Miami-Dade County an instrument releasing the Covered Development from its obligation to provide WHUs and the Declarant, or its successors and assigns, may freely lease or sell the Property or individual

units at the market rate. Moreover, the Control Period shall expire upon a foreclosure sale or a deed in lieu of foreclosure impacting the Property. Furthermore, the Control Period and other restrictions provided for in this Agreement shall not be senior to any instrument that facilitates the securing of permanent financing that is guaranteed by the Federal Housing Administration, Fannie Mae, Freddie Mac, or similar senior lender. In such circumstances, the Control Period and other restrictions contained in this Agreement shall not survive any foreclosure or deed in lieu of foreclosure in accordance with the lender's guidelines and restrictions.

14. **Discrimination.** The Declarant shall not discriminate against any person in the exercise of its obligations under this Declaration and all such actions shall be taken without regard to race, age, religion, color, gender, sexual orientation, gender identity or gender expression, status as a victim of domestic violence, dating violence, or stalking, national origin, marital status, physical or mental disability, political affiliation, or source of legitimate income, or any other factor which cannot be lawfully used. For purpose of clarity, the foregoing limitations shall not be construed to preclude the Declarant from denying an Eligible Household an opportunity to lease a WHU unit based upon such factors as the Eligible Household's poor credit history or their inability to demonstrate household income sufficient to pay the WHU Rents and any other financial obligations.

15. **Presumption of Compliance.** Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County (or any successor municipality), and inspections made and approval of occupancy given by the County (or any successor municipality), 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.

16. **County as Beneficiary.** The County is the beneficiary of this Declaration; and, as such, the County may enforce these restrictive covenants by action at law or in equity, including without limitation, a decree of specific performance or mandatory or prohibitory injunction, as well as civil penalties as provided in the Code of Miami-Dade County, Florida.

17. **Modification, Amendment, Release.** The Declaration of Restrictions may be modified, amended or released as to the Property, or any portion thereof, by a written instrument executed by the, then, owner(s) of all of the Property, including joinders of all mortgagees, if any, provided that the Department consents to the modification, amendment or release.

18. **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. However, if any material portion is invalidated, the Miami-Dade County, Florida shall be entitled to revoke any approval predicated upon the invalidation portion.

19. **Laws and Venue.** This document shall be construed in accordance with the laws of Florida and venue shall be Miami-Dade County, Florida.

20. **Survival.** Except as otherwise provided in Section 12 with respect to the termination of this Declaration upon foreclosure or deed in lieu thereof as noted in Section 12, this Declaration shall survive any proceedings in foreclosure, bankruptcy, probate or any other proceedings at law or in equity.

21. **Headings.** The headings herein are for reference purposes only and shall not affect the meaning or interpretation of the terms and conditions hereof.

[Signature page to follow]

IN WITNESS WHEREOF, Hive Residences LLC, a Florida limited liability company, has caused these present to be signed in its name on this 16 day of Sept, 2026.

HIVE RESIDENCES LLC,
a Florida limited liability company

[Signature]
Witness/Attest Signature
Sarah Aserraf

Print Name

1108 Kane Concourse 309
Address Bay Harbor Islands FL 33154

By: [Signature]
Name: Filipe Laccoun
Title: Manager

Witness/Attest Signature

[Signature]
Adrien Laccoun

Print Name

1108 Kane Concourse 309
Address Bay Harbor Islands FL 33154

STATE OF FLORIDA)

) ss:

COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16 day of Sept, 26, by Filipe Laccoun as Manager of HIVE RESIDENCES LLC, a Florida limited liability company, on behalf of the _____, who is ☒ personally known to me or ☐ who has produced _____ as identification.

[NOTARIAL SEAL]

[Signature]
Print Name: Jonathan Aserraf
Notary Public, State of Florida
Commission #: HH 768614

My Commission Expires: 04/01/30



EXHIBIT A

FOLIO NUMBERS

LEGAL DESCRIPTIONS

30-6912-005-0100	SYMMES-SHARMAN TR REV PB 33-45 W50FT OF E478.8FT OF S143.7 FT OF TR 4
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EXHIBIT B

**MIAMI-DADE COUNTY PUBLIC HOUSING AND COMMUNITY
DEVELOPMENT'S MONITORING FEES**