

**DECLARATION OF RESTRICTIVE COVENANT
HISTORIC PRESERVATION PROPERTY TAX EXEMPTION**

This Covenant is made this _____ day of _____, 20____, by _____, (hereinafter referred to as the "OWNER") and in favor of the City of Coral Gables (hereinafter referred to as the "CITY") for the purposes of restoration, renovation or rehabilitation of the following described property located at: _____

_____ , which is owned in fee simple by the Owner and is listed in the National Register of Historic Places or locally designated under Article 3 of the City's Zoning Code or is a contributing property to a National Register listed district or a contributing property to a historic district under the terms of Article 3 of the City's Zoning Code. The areas of significance of this property, as identified in the National Register nomination or local designation report for the property or the district in which it is located, are _____ architecture, _____ history, _____ archaeology.

The Property is comprised essentially of grounds, collateral, appurtenances, and improvements. The property is more particularly described as follows (include city reference, consisting of repository, book, and page numbers):

WHEREAS, the City Commission of the City of Coral Gables enacted Ordinance No. 3027 on May 11, 1993, which provided tax exemptions for historic properties and established requirements and procedures for review by the Coral Gables Historic Preservation Board; and

WHEREAS, the City Commission of the City of Coral Gables, pursuant to Resolution No. _____, duly passed and adopted on _____ has authorized the issuance of an ad valorem tax exemption for the improvements to the historically designated property described above. In consideration of the tax exemption granted by the City, the Owner hereby agrees to the following for the period of the tax exemption, which is from January 1, 20____ (after the improvements have been substantially completed as determined by the CITY) to December 31, 20____ :

- (1) To assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, and/or archaeological integrity of the same in order to protect and enhance those qualities that made the Property eligible for listing in the National Register of Historic Places or designation under the provisions of the CITY's historic preservation ordinance;
- (2) That no visual or structural alterations will be made to the Property without prior written permission of the CITY's Historical Resources Department and/or Historic Preservation Board;

The address for the Historical Resources Department is:
City of Coral Gables
Historical Resources Department
2327 Salzedo Street
Coral Gables, FL 33134

- (3) That the City of Coral Gables Historical Resources Department and the appropriate representatives of the CITY, their agents and designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether the conditions of this Covenant are being observed;
- (4) In the event of non-performance or violation of the maintenance provision of this Covenant by the OWNER or any successor-in-interest during the term of the Covenant, the City of Coral Gables Historical Resources Department will report such violation to the Property Appraiser and Tax Collector who shall take action pursuant to F.S. §196.1997(7) and the OWNER shall be required to pay the difference between the total amount of taxes which would have been due in March in each of the previous years in which the Covenant was in effect had the property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in F.S. §212.12(3);
- (5) If the Property is damaged by accidental or natural causes during the Covenant period, the OWNER will inform the City of Coral Gables Historical Resources Department in writing of the damage to the Property, including (1) an assessment of the nature and extent of the damage; and (2) an estimate of the cost of restoration or reconstruction work necessary to return the Property to the condition existing at the time of the project completion. In order to maintain the tax exemption, the OWNER shall complete the restoration or reconstruction work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the OWNER and the Historical Resources Department;
- (6) If the Property has been destroyed or severely damaged by accidental or natural causes, that is, if the historical integrity of the features, materials, appearance, workmanship, and environment or archaeological integrity that made the property eligible for listing in the Historic National Registrar of Historic Places or designation under the terms of the CITY's preservation ordinance have been lost or so damaged that restoration is not feasible, the OWNER will notify the City of Coral Gables Historical Resources Department in writing of the loss. The City of Coral Gables Historical Resources Department will evaluate the information provided and notify the OWNER in writing of its determination regarding removal of the Property from eligibility for tax exemption. If the City of Coral Gables Historical Resources Department determines that the property should be removed from eligibility for tax exemption, it will notify the Property Appraiser of Miami Dade County, in writing so that the tax exemption can be cancelled for the remainder of the Covenant period. In such cases, no penalty or interest shall be assessed against the OWNER;

- (7) If it appears that the historical integrity of the features, materials, appearance, workmanship, and environment, or archaeological integrity that made the Property eligible for listing in the National Registrar of Historic Places or designation under the terms of the CITY's preservation ordinance have been lost or damaged deliberately or through gross negligence of the OWNER, the City of Coral Gables Historical Resources Department shall notify the OWNER in writing. For the purpose of this Covenant "gross negligence" means the omission of care, which even inattentive and thoughtless persons never fail to take of their own property. The OWNER shall have 30 days to respond indicating any circumstances, which show that the damage was not deliberate or due to gross negligence. If the OWNER cannot show such circumstances, he/she shall develop a plan for restoration of the property and a schedule for completion of the restoration. In order to maintain the tax exemption, the OWNER shall complete the restoration work necessary to return the Property to the condition existing at the time of project completion on a time schedule agreed upon by the OWNER and the City of Coral Gables Historical Resources Department. If the OWNER does not complete the restoration work on the agreed upon time schedule, the City of Coral Gables Historical Resources Department will report such violation to the Property Appraiser and Tax Collector who shall take action pursuant to F.S. §196.1997(7). The OWNER shall be required to pay the difference between the total amount of taxes which would have been due in March in each previous years in which the Covenant was in effect had the property not received the exemption and the total amount of taxes actually paid in those years, plus interest on the difference calculated as provided in F.S. §212.12(3);
- (8) The terms of this Covenant shall be binding on the current Property Owner(s), transferees, and their heirs, successors, or assigns.
- (9) This covenant shall be enforceable in specific performance by a court of competent jurisdiction.

NOW, THEREFORE, for good and valuable consideration, the undersigned do(es) hereby declare(s) not to convey or cause to be conveyed the title to the above property without requiring the successor in title to abide by all of the terms and conditions set forth herein.

FURTHER, the undersigned declare(s) that this covenant is intended and shall constitute a restrictive covenant concerning the use, enjoyment and title to the above property and shall constitute a covenant running with the land and shall be binding upon the undersigned, their heirs, successors, and assigns.

IN WITNESS WHEREOF, the undersigned has/have caused his/her/their hand(s) and seal(s) to be affixed hereto on this _____ day of _____, 20____.

OWNER(S)

(Print Name) _____ (sign)

(Print Name) _____ (sign)

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, on this ____ day of _____, 20____, by _____, who is personally known to me or has produced a _____ as identification.

My Commission Expires:

NOTARY PUBLIC, State of Florida

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

By: _____
Miriam Soler Ramos, City Attorney
Cristina M. Suárez, Deputy City Attorney
Stephanie M. Throckmorton, Assistant City Attorney
Gustavo J. Ceballos, Assistant City Attorney