

Exhibit "A" – Item "B"

THIS INSTRUMENT WAS PREPARED BY
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DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL BY THESE PRESENTS, that **SOMERSET ACADEMY, INC.**, a Florida not-for-profit corporation ("**SOMERSET**"), hereby makes, declares and imposes on its leasehold interest in the land herein described as the **Leased Premises**, as covenants running with **SOMERSET's** interest in the **Leased Premises** for the period of time specified herein, the agreements, covenants and restrictions set forth below, which shall be binding on **SOMERSET**; and that **THE UNIVERSITY BAPTIST CHURCH OF CORAL GABLES, INC.**, a Florida not-for-profit corporation ("**UBC**"), as fee owner of the **Leased Premises** and **SOMERSET's** landlord therefor during certain hours on certain days, acknowledges and consents to such declaration by **SOMERSET**; and,

WHEREAS, **UBC** holds fee simple title to the land in the City of Coral Gables, Florida ("**CITY**"), described as:

Block 116, of **CORAL GABLES COUNTRY CLUB SECTION PART SIX**, according to the Plat thereof, as recorded in Plat Book 20 at Page 1 of the Public Records of Miami-Dade County, Florida.

(hereinafter called the "**Property**"), which statement as to title is supported by the attorney's opinion which is attached to this Declaration as **Exhibit "A"**; and

WHEREAS, **SOMERSET** leases a portion of the **Property** during certain hours on certain days to operate a public charter school pursuant to that certain Educational Facilities Lease Agreement by and between **SOMERSET** and **UBC** dated May 1, 2010, as amended August 31, 2010, which leased portion of the **Property** shall hereinafter be referred to as the "**Leased Premises**"; and

WHEREAS, **SOMERSET** has been lawfully operating its charter school (under the name of **SOMERSET ACADEMY GRACE CHARTER SCHOOL AT CORAL GABLES**) on the **Leased Premises** pursuant to a Certificate of Use issued to **SOMERSET** by the "**CITY**" allowing a maximum enrollment of 110 students; and,

WHEREAS, **SOMERSET** applied to the **CITY** for a Change in Land Use, Conditional Use and Site Plan Review to allow for an increase in the maximum student enrollment at said charter school; and

WHEREAS, **SOMERSET's** leasehold interest in the **Leased Premises** was and is a sufficient proprietary interest in the **Property** for **SOMERSET** to commence and

maintain those applications under the CITY'S Zoning Code;

WHEREAS, the CITY, by and through Ordinances No. 2012-01 and No. 2012-02 as approved and ratified by the City Commission on January 24, 2012 (collectively, the "**Ordinances**"), approved **SOMERSET's** Conditional Use and Site Plan Applications to allow for an increase in maximum student enrollment from 110 to 260 students subject to numerous conditions that apply to **SOMERSET's** operation of its existing charter school at an enrollment above 110 students ("**Approval Conditions**"), including that the use of the property and facility be limited to **SOMERSET** and that the **Approval Conditions** be recited in a declaration of restrictive covenants to be recorded in the Public Records of Miami-Dade County, Florida; and

WHEREAS, **SOMERSET** is the only entity with an ownership interest in the **Leased Premises** (in the form of its leasehold interest) that is receiving a specified consideration by the CITY (in the form of the CITY's approvals of **SOMERSET's** Conditional Use and Site Plan Applications) in exchange for agreement to this Declaration of Restrictive Covenants; and

WHEREAS, **SOMERSET** agrees that it shall (A) comply with the provisions and conditions of the **Ordinances**, including but not limited to the **Approval Conditions**; (B) comply with the agreements, covenants and restrictions set forth in this Declaration of Restrictive Covenants; and (C) unless otherwise stated herein, be solely responsible and liable for such compliance, for any and all noncompliance with or violations of the **Ordinances**, the **Approval Conditions**, this Declaration of Restrictive Covenants, or any other ordinance, regulation, resolution, certificate of use, notice, order, instrument or other legal requirement applicable to **SOMERSET's** use of the **Leased Premises** under and pursuant to the **Ordinances**, the **Approval Conditions** and/or this Declaration, and for any and all cures, corrections, fines, liens, and other applicable penalties and remedies in relation to any and all such noncompliance or violations, including but not limited to those that may be sought in or result from any enforcement proceedings that may occur; and

WHEREAS, **UBC**, as fee owner of the **Property** and **SOMERSET's** landlord for the **Leased Premises** during certain hours on certain days, acknowledges and consents to the agreements, covenants and restrictions made by **SOMERSET** herein, and that such agreements, covenants and restrictions by **SOMERSET** shall run with **SOMERSET's** leasehold interest in the **Leased Premises** for as long as such leasehold interest exists and **SOMERSET** is operating and authorized to operate a public charter school on the **Leased Premises** with an enrollment above 110 students.

NOW, THEREFORE, IN ORDER TO ASSURE the CITY that the representations made by **SOMERSET** in the aforementioned Ordinance will be abided by, **SOMERSET** freely, voluntarily and without duress, makes the following Declaration of Restrictions and agrees as follows:

A. The above recitations are true and correct and are incorporated herein in their entirety.

B. **SOMERSET's** use of the **Leased Premises** for a charter school operated by **SOMERSET** with an enrollment above 110 students shall be in conformance with the following conditions:

1. Application/supporting documentation. The approvals granted herein shall be subject to all of the following documents (as amended per January 24, 2012 City Commission approvals), as on file with the **CITY**:
 - a. Statement of Use dated 8.05.2011.
 - b. Draft Proffered Declaration of Restrictive Covenant, with proffered conditions of approval, prepared by Laura L. Russo, Esq., dated 8.05.2011.
 - c. Aerial Photograph, prepared by Civica, dated 10.05.2011.
 - d. (Existing to Remain) Site Photographs, prepared by Civica, dated 10.05.2011.
 - e. Map of Boundary Survey for University Baptist Church of Coral Gables, prepared by Hadonne, dated 03.23.2011.
 - f. Existing South Elevation, prepared by Civica, dated 10.05.2011.
 - g. Existing East and West Elevations prepared by Civica, dated 10.05.2011.
 - h. Existing Site Plan and Zoning Data prepared by Civica, dated 10.05.2011.
 - i. Proposed Site Plan - Traffic Scenario 'A' (Multi-Directional Distribution) prepared by Civica, dated 10.05.2011.
 - j. Proposed Site Plan - Traffic Scenario 'B' (Unified Distribution) prepared by Civica, dated 10.05.2011.
 - k. Proposed Parking Plan during School Use prepared by Civica, dated 10.05.2011.
 - l. Proposed Pedestrian Plan prepared by Civica, dated 10.05.2011.
 - m. Proposed On-site Traffic Signage & Existing Site Lighting prepared by Civica, dated 10.05.2011.
 - n. UBC Existing Educational Facility: 1st Floor Plan prepared by Civica, dated 10.05.2011.
 - o. UBC Existing Educational Facility: 2nd Floor Plan prepared by Civica, dated 10.05.2011.
 - p. Proposed Landscaping Plan prepared by Civica, dated 10.05.2011.
 - q. Planting Details Notes and Specs prepared by Civica, dated 10.05.2011.
 - r. Traffic Operations Plan, dated 10.05.2011.
 - s. Traffic Impact Study and Accumulation Assessment, prepared by Richard Garcia and Associates, Inc., dated 10.05.2011.
 - t. School Speed Zone Signage prepared by Civica, dated 10.05.2011.
 - u. No School Parking Zone Signage prepared by Civica, dated 10.05.2011.
 - v. Proposed School Speed Zone Signage prepared by Civica, dated 10.05.2011.
 - w. Parent & Student Handbook 2011 - 2012, prepared by Somerset Academy Gables.
 - x. Parent Contract 2011 - 2012, prepared by Somerset Academy Gables.

- y. Attendance Contract 2011 - 2012, prepared by Somerset Academy Gables.
 - z. Master Calendar with events for Somerset.
 - aa. Master Calendar combined with events for UBC.
 - bb. Charter School Contract between The School Board of Miami-Dade County, Florida and Somerset Academy, Inc. on behalf of Somerset Grace Academy, dated 07.15.2009.
 - cc. Somerset Lease with UBC, First Amendment to Educational Facilities Lease Agreement dated 08.13.2010.
 - dd. Planning Department Application submitted by Applicant/Agent Laura Russo, Esq., notarized 07.29.2010.
 - ee. Reynolds, Smith and Hills, Inc., Somerset Coral Gables UBC Campus (PK-8), Traffic Review Report, dated November 2011.
2. Implementation and compliance of all conditions of approval.
- a. Unless specified otherwise herein, all the conditions of approval provided herein, as amended, shall be implemented by and the responsibility of the Applicant (Somerset Grace Academy Charter School) and shall be in effect at which time charter school student enrollment is increased beyond one-hundred-and-ten (110) students and the Applicant secures an approved City of Coral Gables Certificate of Use. This does not relieve University Baptist Church of whatever obligation it may have as a property owner in the City. City of Coral Gables Ordinance No. 2252, passed and adopted June 28, 1977, is not inconsistent or in conflict with the provisions in this Ordinance, and is not repealed by the approval of this Ordinance.
 - b. The conditions of approval requiring the City building permits, including but not limited to the fence surrounding the parking area and improvements to Anastasia Avenue shall be filed by the Applicant within sixty (60) days of City Commission approval. All improvements shall be completed by the start of the school year where the increase to two-hundred-and-sixty (260) students increase is implemented. An administrative extension of forty-five (45) days for completion may be granted by City administration subject to continual progress towards completion of construction.
3. Applicant's proffered conditions/limitations. The Applicant's proffered conditions, referenced as "Draft Proffered Declaration of Restrictive Covenant," prepared by Laura L. Russo, Esq., dated 8.05.2011" filed with the application shall be included as conditions of the approval (as modified by the City for clarity and pursuant to all conditions of approval granted herein):
- a. Land Use Change - N/A
 - b. No increase in student enrollment beyond two-hundred-and-sixty (260) students shall occur notwithstanding that the "Charter" issued by the Miami-Dade County School Board is for a greater number, and notwithstanding any current or future State of Florida legislation that would allow for an increase in student enrollment, unless same is approved by the City of Coral Gables City Commission pursuant to

- applicable City Codes.
- c. The charter school shall be for students from Pre K through 8th grade; and shall not request any change to allow a stand-alone middle school.
 - d. The charter school shall not file any request for the use of the City of Coral Gables War Memorial Youth Center for any physical education and/or scholastic activities.
 - e. The operation of a "summer school" or similar scholastic teaching outside of the established Miami-Dade County school calendar year by the charter school shall be prohibited.
4. Coordination and monitoring of Conditional Use and Site Plan Approval conditions. The following coordination and monitoring provisions shall be required by the charter school to ensure compliance with all conditions of approval granted herein:
- a. Annual City and charter school/church meeting. Annually, until such time as, the student population achieves the maximum two-hundred-and-sixty (260) students, and two (2) school years thereafter, a minimum of fourteen (14) calendar days prior to the first day and last day of school and thirty (30) calendar days after the first day of school, representatives of the charter school and church shall meet with the City Departments (i.e., Public Works, Planning, Parking, Fire and Police) to discuss school operations (including but not limited to in relation to church operations) at the facility (i.e., traffic, circulation, safety, student drop-off/pick-up, parking, etc.). The intent is to provide a dialogue and exchange of information in advance of each school year and after the start of each of each school year and as necessary provide for the administrative modifications to the submitted Traffic Operations Plan, dated 10.05.2011 and Traffic Impact Study and Accumulation Assessment, prepared by Richard Garcia and Associates, Inc., dated 10.05.2011 and Parent Handbook/Parent Contract related to traffic, traffic accumulation and traffic operational conditions.
 - b. Charter school public information liaison/point of contact. The charter school shall select a specific point of contact person to serve as the single point of contact for the City, neighborhood, surrounding properties and public inquiries. The role of the contact person is to provide a conduit for exchange of information between all parties. The point of contact person name, email, mailing address and phone, and hours of availability shall be provided via written correspondence to all property owners and neighborhood associations within one-thousand (1,000) feet of the property. This written notice shall be provided on August 1st annually. Verification of the written notice shall be provided to the Planning Department on August 1st annually.
 - c. Certificate of Use. The charter school shall per applicable Zoning Code provisions submit for a City of Coral Gables Certificate of Use prior to August 1st on an annual basis. The City shall evaluate compliance with all conditions of approval pursuant to the approved Restrictive Covenant

and/or all conditions of approval granted by the City Commission and upon determination that all conditions are satisfied may issue the annual Certificate of Use.

- d. Restrictive Covenant - N/A
- e. Failure and noncompliance provisions. On an annual basis, no later than June 1st, the Applicant shall file a written report with the City providing a detailed description for either of the following:
 - 1) Strict compliance with all conditions of approval, or
 - 2) Failure to comply with some or all conditions of approval including the circumstances for noncompliance.

The City shall review the Applicant's written report in association with other available and applicable information including but not limited to the following: city records, complaints filed with the City; other governmental entity notices of violations or non-compliance; code enforcement violations; City studies, etc. If the City determines that there exists a reasonable basis to revoke, amend or conduct further review of the Conditional Use and Site Plan approvals granted in this application, in order to support or maintain compliance with the approvals granted herein, the City shall notify the Applicant and property owner in writing via certified mail within thirty (30) calendar days of the receipt of the Applicant's written report and shall place the Conditional Use and Site Plan Approval before the Planning and Zoning Board in as a public hearing in accordance with required applicable notice provisions. The Board shall review the findings of the City and the Applicant's submitted report and provide a recommendation to the City Commission for either of the available courses of action:

- 1) Revoke the Conditional Use and Site Plan Approval granted in these applications and revoke the issued Certificate of Use, or
- 2) Recommend additional conditions to the previously granted Conditional Use and Site Plan Approval to allow school operations to continue to exist.

The City Commission shall review the findings of the City and recommendation of the Planning and Zoning Board and provide a final determination as to the available courses of action referenced in above items 1 and 2. If the City Commission determines additional conditions are warranted, such conditions shall be included to ensure compliance with the previously granted Conditional Use and Site Plan Approval, and City Commission conditions of Approval and Zoning Code, Article 3 - Development Review, Division 4 - Conditional Uses, Section 3-408 - Standards for review. These provisions are supplemental to all of the enforcement provisions of the City Codes and all other legal remedies.

- 5. Charter school/church use and operations.
 - a. Use of the property and facility.
 - 1) The use of the property and facility as a charter school shall be limited to Somerset Grace Charter School of Coral Gables. The installation of

- another charter school operator shall require resubmittal of a City of Coral Gables Conditional Use and Site Plan review applications and any other applicable City of Coral Gables review processes.
- 2) The use of the property and facility as another school, preschool, daycare or other associated student learning is prohibited.
 - 3) The use of the property and facility as a senior center per the previously granted City Commission Approval is exempt from the use prohibitions contained herein.
 - 4) The use of the property and facilities by charter school affiliated outside vendors or for commercial purposes such as renting, leasing, or allowing third parties unaffiliated with the operations of the church and school is prohibited. This prohibition does not include charter school sponsored onsite special events such as Parent Teacher Associations meetings, bakes sales, etc.
 - 5) The use of the facility for charter school activities and/or events is prohibited between the hours of 10:00 PM to 6:00 AM, seven (7) days a week.
 - 6) The use of the property and facility as a religious institution for church related care, learning and activities is exempt from the use prohibitions contained herein.
- b. Student mix and population.
- 1) Student mix. The charter school shall be limited to Pre-kindergarten through eighth (8th) grade students.
 - 2) Maximum charter school student enrollment. This Approval provides for the conditional issuance of a City of Coral Gables Certificate of Use for a student increase of the existing Somerset Grace Academy Charter School of Coral Gables from one-hundred-and-ten (110) students up to a maximum of two-hundred-and-sixty (260) students.
- c. Annual report on charter school student enrollment. On September 1st of each school year, the charter school shall submit to the City an executed affidavit attesting to the number of students enrolled for the academic school year in total and by grade.
- d. Charter school special events.
- 1) Special event permit(s) required. All charter special school events where eight-nine (89) or more vehicles are anticipated shall secure a City of Coral Gables Special Events Permit from the City's Special Events Committee. A tentative schedule of charter school special events shall be submitted to the City on August 1st of each school year to determine which events necessitate future application submittal and review by the Special Events Committee. Within thirty (30) days of the City Commission Approval, the charter school shall meet with the City to discuss and come to an agreement on the final "Charter School Events Traffic Management and Safety Plan" methodology and/or contents. Within ninety (90) calendar days of City Commission Approval, the charter school shall submit a "Charter School Events Traffic Management and Safety Plan" to the City's Special Events Committee for review and

- approval.
- 2) Charter school special event parking. All visitors, parents and attendees of charter school special events shall be required to park in the parking lot or other location as approved by the City. Charter school special event parking shall be prohibited within the rights-of-way, swales, grass areas, and lawn areas.
 - 3) Charter school special event signage. Temporary and/or permanent event signage is prohibited both on and offsite.
 - 4) Simultaneous church and charter school special events. Simultaneous church and school special events shall not be permitted. Bereavement church services shall be exempt from these provisions.
 - 5) The charter school shall not hold special events simultaneously with church special events.
6. Traffic and traffic circulation.
- a. No charter school associated vehicles shall backup or accumulate, or park on any surrounding rights-of-way/streets as a result of student arrivals/dismissals and/or any other school related operations, functions or activities. The parking, stopping, standing of buses/vans solely for student arrivals/dismissals on Anastasia Avenue as designated on the Applicant's plans shall be exempt from these provisions.
 - b. All street intersections analyzed as a part of the Applicant's submitted Traffic Study, (referenced as the "Traffic Impact Study and Accumulation Assessment, prepared by Richard Garcia and Associates, Inc., dated 10.05.2011") shall meet the respective levels of service as identified in the Report.
 - c. The responsibility for compliance with all methodology, conditions, assumptions, etc. per the submitted Applicant's Traffic Operations Plan, dated 10.05.2011, Traffic Impact Study and Accumulation Assessment, prepared by Richard Garcia and Associates, Inc., dated 10.05.2011 and other applicable application support materials rests exclusively with the charter school. If the City in its sole determination finds that the charter school does not strictly adhere to the Applicant's methodology, conditions, assumptions as contained in the above referenced traffic documents and application support materials, the ability to maintain student enrollment shall be denied with specific emphasis on the following: 1) No charter school associated vehicles shall backup or accumulate, or park on any surrounding rights-of-way/streets as a result of student arrivals/dismissals and/or any other school related operations, functions or activities. The parking, stopping, standing of buses/vans solely for student arrivals/dismissals on Anastasia Avenue as designated on the Applicant's plans shall be exempt from these provisions, and 2) All street intersections analyzed as a part of the Applicant's submitted Traffic Study, (referenced as the "Traffic Impact Study and Accumulation Assessment, prepared by Richard Garcia and Associates, Inc., dated 10.05.2011") shall meet the respective levels of service as identified in the Report. Furthermore, if the City in its sole determination,

finds failure and noncompliance with these provisions, the City shall proceed with revocation of the Conditional Use and Site Plan Approval pursuant to the Failure and Noncompliance provisions provided herein

d. Charter school student arrival/dismissal frequency refinement and traffic distribution review for two-hundred-and-sixty (260) students.

1) The charter school, per City Commission Approval may begin the operation of the 2012 school year with two (2) student arrivals/dismissals. The City shall select and engage an independent traffic consultant to perform a traffic operations analysis and review of the two (2) student arrivals/dismissals during various times/dates from the start of the school year to October 15, 2012 to evaluate the following:

i. If two (2) or three (3) student arrivals/dismissals is adequate to accommodate the two-hundred-and-sixty (260) students pursuant to all conditions of approved contained herein, and is consistent with the methodology and findings per the Applicant's submitted Traffic Operations Plan, dated 10.05.2011 and Traffic Impact Study and Accumulation Assessment, prepared by Richard Garcia and Associates, Inc., dated 10.05.2011. At a minimum the review shall include the following:

- Record all vehicles entering and exiting the site (vehicle counts) from 7:00 AM – 9:00 AM and 1:30 PM – 4:00 PM in five (5), fifteen (15) and sixty (60) minute intervals.
- Record vehicle accumulation data from 7:00 AM – 9:00 AM and 1:30 PM – 4:00 PM consistent with the methodology followed for the surrogate school, Doral Academy referenced in the Applicant's Traffic Impact Study and Accumulation Assessment dated October 15, 2011. This survey shall include recordation of all parked vehicles during this time to determine maximum accumulation for the arrival/dismissal shifts.
- Record Levels of Service (LOS) at the intersection of Segovia Street and Anastasia Avenue from 7:00 AM to 9:00 AM. This data shall be utilized to conduct a LOS analysis for this intersection.
- Observe and record traffic operations per the submitted Traffic Operating Plan with specific emphasis on the efficiency of the "platooning" for student arrival/dismissal shifts; and management of pedestrian activities.
- Prepare a photographic and/or video log of all traffic operations.
- Record frequency of use of the identified onsite traffic contingency plans for student arrivals/dismissals.

ii. Examine traffic distribution with the intent to direct, channel and/or minimize charter school arrival/dismissal traffic away from the adjoining residential neighborhoods, more specifically to channel vehicle arrivals as right-turn vehicle movements from Segovia Street via University Court/Riviera Drive and Cardena Street and channel vehicle dismissals as right-turn vehicle movements from Cardena Street to Anastasia Avenue and Segovia Street. The consultant shall

- recommend applicable traffic management methods (i.e., traffic management signs, directional devices, etc.) to accomplish the same.
- 2) The independent City traffic consultant shall provide a written analysis of above items (d) (1)(i) and (ii) to the City on or about October 15, 2012. The City shall have thirty (30) calendar days upon receipt of the written analysis to conclude its review. If the City determines two (2) arrivals/dismissals are adequate or three (3) arrivals/dismissals are necessary, and associated traffic distribution as specifically described in above item ii may be directed away from the adjoining residential neighborhoods, such approvals with or without conditions may be administratively approved by the City. The charter school upon City administrative review and approval shall initiate the above at the next calendar year (January 2013). The independent traffic consultant and/or City may request additional data and analysis to supplement the previously completed methodology and findings of the Applicant's submitted Traffic Operations Plan, dated 10.05.2011 and Traffic Impact Study and Accumulation Assessment, prepared by Richard Garcia and Associates, Inc., dated 10.05.2011, to assist in its review.
 - 3) All costs, fees, etc. associated with condition (6)(d) shall be the responsibility of the charter school including but not limited to consultant fees, permit fees, traffic management improvements, etc.
- e. Charter school dismissals/arrivals traffic management.
- 1) The charter school shall retain a minimum of one (1) police officer from seven (7) days, up to a maximum of thirty (30) days after the start of each school year to direct and assist in traffic management during arrivals/dismissals. The time period identified herein shall be subject to Police Department determination as to need for traffic management.
 - 2) All vehicles exiting during charter school arrivals/dismissals shall exit the property as right turn vehicular movements onto Cardena Street. To channel traffic, the charter school shall provide temporary traffic devices (i.e., traffic cones, etc.) on the property a minimum of thirty (30) minutes prior to and after each school arrival/dismissal.
 - 3) The charter school shall install right-turn only signs and/or no left turn only signs on both the rights-of-way and school property. All signs shall indicate the hours of vehicle turning enforcement which shall be thirty (30) minutes prior to and after each school arrival/dismissal. Placement of the signs, sign construction/composition, and placement/type of temporary traffic devices shall be subject to City of Coral Gables Public Works and Parking Department review and approval and applicable Miami-Dade County reviews and approvals. All costs and fees for the above shall be the responsibility of the charter school.
7. Parking and deliveries.
- a. The parking areas of the facility shall not be used for charter school related activities, physical education, student activities, playground, events, staging

- or storage area for any events or similar activities. The parking area shall function as a vehicular and pedestrian support service area to the school for the sole purpose of vehicle parking and associated vehicular circulation, deliveries and pedestrian circulation.
- b. Charter school vehicle parking prohibition within all rights-of way. All vehicles associated with the charter school functions and operations (i.e., parents; employees; teachers; administrators; delivery vehicles; etc.) shall be prohibited from parking or standing (temporary or permanent) at all hours along all rights-of-way including adjacent and surrounding the charter school/church property including but not limited to the following rights-of-ways: Anastasia Avenue; Cardena Street; Riviera Avenue and Segovia Street. Where not currently posted, the appropriate City approved "No parking" signs shall be installed. The location and number of signs shall be subject to the Parking Director's approval. Where possible such signs should be co-located with other existing signposts and/or required new Miami-Dade County school zone/circulation signage. The charter school shall be responsible for all costs associated with the installation of all signs.
 - c. Coral Gables War Memorial Youth Center and Miami-Dade County/Coral Gables Library parking lots and open areas shall not be used for parking, stopping, standing, student pickup/drop-off by the charter school. This includes all users associated with the charter school including but not limited to the following: students; faculty; administrative staff; employees; parents; charter school support personnel; and deliveries.
 - d. Coral Gables War Memorial Youth Center and Miami-Dade County/Coral Gables Library parking lots and open areas shall not be used for organized charter school related activities including but not limited to the following: physical education; student activities; scholastic activities; playground; events; staging or storage area for any events or similar activities.
 - e. Charter school staging of delivery and service vehicles. No queuing or waiting of delivery and/or service vehicles shall occur at any time on or along any portion of all adjoining and surrounding rights-of-way including but not limited to the following rights-of-ways: Anastasia Avenue; Cardena Street; Riviera Avenue and Segovia Street. All staging of delivery and service vehicles shall be conducted entirely onsite within the parking lot.
 - f. Charter school/vans buses including all types of "yellow" school buses or buses in excess of twenty-five (25) feet are prohibited from parking in the parking lot.
 - g. The storage of equipment, materials, or other related items by the charter school is prohibited within all parking areas.
 - h. Sanitation/recycling pickup shall be prohibited between the hours of 6:00 PM and 8:00 AM, seven days a week.
8. Signs.
- a. The placement of temporary and/or permanent freestanding charter school signs is prohibited on any portion of the property. Signs required pursuant to City approved life, safety or building code requirements or required per

- these conditions shall be exempt from this prohibition.
- b. The charter school may erect one (1), non-illuminated façade mounted design sign on the building fronting Segovia Avenue up to a total of seven-hundred-and-fifty (750) square inches with a maximum sign height of eighteen (18) inches. All other façade-mounted signs are prohibited. Review and/or approval of the sign shall be pursuant to Zoning Code requirements.
 - c. Prior to installation of all off-site charter school associated signs, representatives of the charter school in association with the City's Public Works Department shall coordinate with Miami-Dade County Public Works to minimize the number of school zone/circulation signs to be installed on the surrounding streets/rights-of-way. Co-location of all signs (i.e., no parking signs, school zone signs, speed limit signs, etc.) shall be required to minimize the number of signposts.
9. Landscaping.
- a. Anastasia Avenue rights-of-way landscaping.
 - 1) Additional parallel parking may be provided on Anastasia Avenue (church/school property line side) subject to Public Works and Public Service Department further review of the plan in association with the Applicant and property owner.
 - 2) Plant material installation protection measures shall be provided by the charter school, including but not limited to type of planting soil, root barriers, etc. on the Anastasia Avenue planters subject to review and approval of the Public Service Department.
 - b. Maintenance. The charter school shall be responsible for the maintenance and upkeep of all landscaping (except trees) on the portions of the adjoining rights-of-way that abut the charter school property including Anastasia Avenue; Cardena Street; Riviera Avenue and Segovia Street. This shall include removal of trash and debris.
10. Other charter school requirements.
- a. Lighting. Additional exterior lighting for the purpose of lighting the parking areas and open areas shall be prohibited. Lighting required for safety and emergency purposes per applicable local and state requirements shall be exempt from these limitations.
 - b. Amplified sound/speakers. The use and location of temporary and/or fixed outside amplified speaker/announcer equipment or similar audible enhancing equipment is prohibited on the exterior portions of the building or exterior of the site. Amplified sound from the buildings shall not be audible from the perimeter property line boundaries. Security alarms, fire alarm and other similar emergency notification/preparedness audible sounds shall be exempt from this provision.
11. Future building expansion for charter school use. Any future expansion of the existing building facilities shall not be used for charter school purposes.

12. Applicant and Biltmore Neighborhood Association Private Settlement Agreement. The Applicant and/or Biltmore Neighborhood Association shall provide to the City a final ratified copy of the Settlement Agreement for the public record.

C. Issuance of a Certificate of Use to **SOMERSET** by the **CITY** shall be confirmation by the **CITY** that the requirements of this Declaration to be performed by **SOMERSET** prior to issuance of a Certificate of Use have in fact been so performed.

D. As further part of this Declaration, **SOMERSET** hereby understands and agrees that in addition to any other inspection rights of the **CITY**, any official inspector of the **CITY**, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the premises to determine whether **SOMERSET** is complying with the conditions agreed to and contained herein.

E. This Declaration shall constitute a covenant running with **SOMERSET's** leasehold interest in the land herein described as the **Leased Premises** and shall run with such leasehold interest and remain in full force and effect and be binding upon the undersigned **SOMERSET** for as long as such leasehold interest exists and **SOMERSET** is operating and authorized to operate a public charter school on the **Leased Premises** with an enrollment above 110 students, or until such time that this Declaration is lawfully modified, amended or released or otherwise ceases to be of legal force and effect. At such time that **SOMERSET** no longer has a leasehold interest in the **Leased Premises** or at such time that **SOMERSET** is no longer operating and authorized to operate a charter school on the **Leased Premises** with an enrollment above 110 students, this Declaration of Restrictive Covenants shall, without any other prerequisite act or occurrence, immediately cease, terminate and expire and be of no further force and effect.

F. The restrictions set forth in this Declaration during their lifetime shall be for the benefit of, and limitation upon, **SOMERSET**, and for the public welfare.

G. This Declaration may be modified, amended or released by a written instrument executed by all parties then having an ownership interest (including leasehold interest) in the **Leased Premises**, including joinders of all mortgagees, if any, provided that the same is also approved by the **CITY**. Should this Declaration be so modified, amended or released, the **CITY** shall forthwith execute and record in the Public Records of Miami-Dade County, Florida, a written instrument effectuating and acknowledging such modification, amendment or release.

H. **SOMERSET**, its successors and assigns, shall be solely responsible and liable for compliance with, and for any noncompliance with or violations of, the **Ordinances**, the **Approval Conditions**, this Declaration and any other ordinance, regulation, resolution, certificate of use, notice, order, instrument or other legal

requirement applicable to **SOMERSET's** use of the **Leased Premises** under and pursuant to the **Ordinances**, the **Approval Conditions** and this Declaration, including but not limited to any and all cures, corrections, fines, liens, and other applicable penalties and remedies in relation to any and all such noncompliance or violations, including but not limited to those that may be sought in or result from any enforcement proceedings that may occur.

I. Enforcement of this Declaration shall be by action at law or in equity against **SOMERSET**, either to restrain violations or to recover damages. The prevailing party in any such action or suit shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of their attorney. This enforcement provision is in addition to any other remedies available against **SOMERSET** at law, in equity or both, including but not limited to Code Enforcement authority.

J. In the event the terms of this Declaration are not being complied with, in addition to any other remedies available against **SOMERSET**, the **CITY** is hereby authorized to withhold any further permits for **SOMERSET** and refuse to make any inspections or grant any approvals to **SOMERSET** relating to its use of the **Leased Premises** under and pursuant to the **Ordinances**, the **Approval Conditions** and this Declaration, until such time as there is compliance with this Declaration.

K. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges against the party which is not in compliance with this Declaration.

L. Where construction has occurred on the **Leased Premises** or any portion thereof in connection with the approval granted under the **Ordinances**, pursuant to a lawful permit issued, and inspections made and approval of occupancy given, by the **CITY**, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

M. **SOMERSET** and **UBC** acknowledge and agree that this Declaration is a valid covenant by **SOMERSET** to impose upon **SOMERSET's** leasehold interest in the land herein described as the **Leased Premises** the agreements, covenants and restrictions set forth in this Declaration.

N. This Declaration shall be recorded in the public records of Miami-Dade County, Florida, at **SOMERSET's** expense.

SOMERSET ACADEMY, INC.

By: _____

[Handwritten Signature]
Principal

[Handwritten Signature]

Witness Signature

PAUL ZAMEK

Witness Printed Name

[Handwritten Signature]

Witness Signature

Jael Pineda

Witness Printed Name

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I hereby certify that on this 14 day of August, 2012, personally appeared before me Suzette Ruiz as Principal of SOMERSET ACADEMY, INC., who is personally known to me or has produced _____ as identification and he acknowledges that he executed this agreement.



[Handwritten Signature]

NOTARY PUBLIC STATE OF FLORIDA
Print Name: Jael Pineda
Commission No.: _____
Commission Expires: _____

By its execution of this Declaration of Restrictive Covenants ("Declaration"), **The University Baptist Church of Coral Gables, Inc.**, a Florida not-for-profit corporation ("UBC"), as fee simple owner of the land described in this Declaration as the **Property**, a portion of which is leased for certain hours on certain days by **Somerset Academy, Inc.**, a Florida not-for-profit corporation ("**Somerset**"), which leased portion is described in this Declaration as the **Leased Premises**, acknowledges and consents to **Somerset's** agreement to make, declare and impose on its leasehold interest in the **Leased Premises**, as covenants running with **Somerset's** interest in the **Leased Premises** for the period of time specified in the

Declaration, the agreements, covenants and restrictions set forth in this Declaration, and that same shall be binding on **Somerset**.

THE UNIVERSITY BAPTIST CHURCH OF CORAL GABLES, INC., a Florida not-for-profit corporation

By: *William W. White*
President

Betty Lara
Witness Signature

Betty Lara
Witness Printed Name

David Wideman
Witness Signature

David Wideman
Witness Printed Name

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I hereby certify that on this 14 day of Aug, 2012, personally appeared *William W. White* before me *President* as *President* of **THE UNIVERSITY BAPTIST CHURCH OF CORAL GABLES, INC.**, who is personally known to me ~~or has produced~~ *William W. White* as identification and he acknowledges that he executed this agreement.

Betty Lara
NOTARY PUBLIC STATE OF FLORIDA
Print Name: *Betty Lara*
Commission No.: *966807*
Commission Expires: *4-6-2014*



APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Craig E. Leen
CRAIG E. LEEN, CITY ATTORNEY

Exhibit "A"

OPINION OF TITLE

To: The City of Coral Gables

With the understanding that this opinion of title is furnished to the City of Coral Gables, Florida, as an inducement for acceptance of a covenant or unit of title, as applicable, it is hereby certified that I have examined the Title Search Report issued by Attorneys Title Insurance Fund Services, LLC, with an effective date of July 3, 2012 at 11:00 P.M., updated by Attorney's Title Fund Services, LLC Certified Printout certified through July 30, 2012 at 11:40 P.M., of the following described real property:

Lots 1-18, Block 116, CORAL GABLES COUNTRY CLUB SECTION PART SIX, according to the Plat thereof as recorded in Plat Book 20, Page 1, of the Public Records of Miami-Dade County, Florida.

Basing my opinion on said title search report covering said period I am of the opinion that on the last mentioned date the fee simple title to the above described real property was vested in:

UNIVERSITY BAPTIST CHURCH OF CORAL GABLES

Subject to the following encumbrances, liens and other exceptions:

GENERAL EXCEPTIONS:

1. Taxes for the year 2012 which are not yet due and payable and taxes or special assessments which are not shown as existing liens by the public records.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements or claims of easements not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
6. Federal liens, if any, filed with the Office of the Secretary of State, pursuant to Sec. 713.901, et seq., F.S., which became effective January 1, 1993, and which designated that office as the place for filing federal liens against tangible and intangible personal property of partnerships, corporations, trusts and decedents' estates.
7. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein;

and any lien for waste fees in favor of any county or municipality.

8. Any recorded labor, mechanics or material men liens
9. Zoning and other restrictions imposed by governmental authority.

SPECIAL EXCEPTION

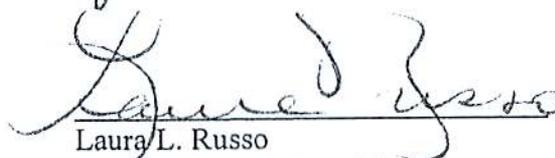
1. Any lien or claim of lien for services, labor or materials which may take priority over the estate or interest insured by reason of that certain Notice of Commencement recorded October 19, 2011, under O.R. Book 27864, Page 3465, of the Public Records of Miami-Dade County, Florida.
2. Any lien or claim of lien for services, labor or materials which may take priority over the estate or interest insured by reason of that certain Notice of Commencement recorded January 26, 2012, under O.R. Book 27975, Page 4957, of the Public Records of Miami-Dade County, Florida.
3. Any lien or claim of lien for services, labor or materials which may take priority over the estate or interest insured by reason of that certain Notice of Commencement recorded June 4, 2012, under O.R. Book 28134, Page 1780, of the Public Records of Miami-Dade County, Florida.
4. Any lien or claim of lien for services, labor or materials which may take priority over the estate or interest insured by reason of that certain Notice of Commencement recorded June 4, 2012, under O.R. Book 28156, Page 698, of the Public Records of Miami-Dade County, Florida.
5. Any lien or claim of lien for services, labor or materials which may take priority over the estate or interest insured by reason of that certain Notice of Commencement recorded July 6, 2012, under O.R. Book 28176, Page 2145, of the Public Records of Miami-Dade County, Florida.
6. Any lien or claim of lien for services, labor or materials which may take priority over the estate or interest insured by reason of that certain Notice of Commencement recorded June 12, 2012, under O.R. Book 28184, Page 3326, of the Public Records of Miami-Dade County, Florida.
7. Any lien or claim of lien for services, labor or materials which may take priority over the estate or interest insured by reason of that certain Notice of Commencement recorded July 24, 2012, under O.R. Book 28200, Page 1549, of the Public Records of Miami-Dade County, Florida.
8. Any lien or claim of lien for services, labor or materials which may take priority over the estate or interest insured by reason of that certain Notice of Commencement recorded July 12, 2012, under O.R. Book 28184, Page 3292, of the Public Records of Miami-Dade County, Florida.

- 9. All matters contained on the Plat of Coral Gables Country Club Section Part Six, as recorded in Plat Book 20, Page 1, of the Public Records of Miami-Dade County, Florida.
- 10. A portion of Ordinance No. 1525 recorded in Official Records Book 11113, Page 346, of the Public Records of Miami-Dade County, Florida.
- 11. Declaration of Restrictive Covenants recorded in Official Records Book 5962, Page 548, of the Public Records of Miami-Dade County, Florida.
- 12. Rights of the lessees under unrecorded leases.

None of the exceptions listed above will restrict the use of the property for the purposes set forth in the covenant and unity of title, as applicable.

I, Laura L. Russo, the undersigned further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

Respectfully submitted this 10th day of August, 2012.



Laura L. Russo
Laura L. Russo, Esq., LLC
Suite PH 2-B
2655 LeJeune Rd.
Coral Gables, Florida 33134
Florida Bar No.442127

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 10th day of August, 2012, by Laura L. Russo who is personally known to me or produced as identification.



Notary Public

Stamped Commission:

