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City of Miami

Planning Department

444 S.W. 2nd Avenue, 3rd Floor

Miami, FL 33130-1910

Document prepared by:

City Attorney’s Office

City of Miami

444 S.W. 2nd Avenue, 9th Floor

Miami, F: 33130-1910

Folio: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Reserved for Recording

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (the "Declaration"), made this day \_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ having offices at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Owner"), in favor of the City of Miami, Florida, a municipality of the State of Florida (the "City").

**W I T N E S S E T H** :

WHEREAS, Owner holds fee‑simple title to certain property in the City of Miami, Florida, located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, legally described in **Exhibit "A"** attached hereto and made a part hereof (the "Property"); and

WHEREAS, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; and

WHEREAS, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; and

**NOW THEREFORE**, the Owner, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, voluntarily covenants and agrees that the Property shall be subject to the following restrictions that are intended and shall be deemed to be a covenant running with the land and binding upon the Owner of the Property, and its heirs, grantees, successors, and assigns as follows:

1. Recitals. The recitals and findings set forth in the preamble of this Declaration are hereby adopted by reference thereto and incorporated herein as if fully set forth in this Section.

2. Use/Restriction: [proving affordable/workforce housing units]\_

Prior to converting any of the [Workforce, Affordable, or Extremely Low Income] Housing Units from rental units to homeownership units, the Owner, or its successors or assigns, must request and receive written authorization from the City Manager. In the event that the conversion is authorized, the City and Owner shall coordinate to record covenants on individual units (“Individual Covenants”) in a manner that creates the same amount of Affordable or Workforce homeownership units specified in this Declaration. Each Individual Covenant must (i) specify the applicable AMI for any purchaser during the term of the Individual Covenant and (ii) expire on the same date as the Covenant for Affordable or Workforce Housing; and

In the event that any of the [Workforce, Affordable, or Extremely Low Income] Housing Units are sold, the specific Unit(s) must be sold with a purchase cost equal to or less than the standards for those individuals whose income is at or below the AMI as established herein. Each [Affordable, Workforce, or Extremely Low Income] Housing Unit sold shall include a deed restriction that the Unit shall only be sold with a purchase cost equal to or less than the standards for those individuals whose income is at or below the applicable AMI as established herein and shall further indicate that the Unit shall only be rented to individuals whose income is at or below the AMI as established herein. The deed restriction must specify the specific applicable AMI.

3. Effective Date. This Declaration shall constitute a covenant running with the title to the Property and be binding upon Owner, its successors and assigns upon recordation in the Public Records of Miami-Dade County, Florida. These restrictions shall be for the benefit of, and a limitation upon, all present and future owners of the Property and for the public welfare.

4. Term of Declaration. This voluntary Declaration on the part of the Owner shall remain in full force and effect and shall be binding upon the Owner, its successors in interest and assigns for an initial period of thirty (30) years from the date this Declaration is recorded in the public records, and shall be automatically extended for periods of ten (10) years, unless modified, amended or released prior to the expiration thereof.

5. Inspection. It is understood and agreed that any official inspector of the City may have the right at any time during normal working hours of the City’s inspector to enter upon the Property for the purpose of investigating the use of the Property, and for determining whether the conditions of this Declaration and the requirements of the City's building and zoning regulations are being complied with.

6. Enforcement. An action to enforce the terms and conditions of this Declaration may be brought by the City and may be by action at law or in equity against any party or person violating or attempting to violate any covenants of this Declaration or provisions of the building and zoning regulations to restrain violations, to recover damages, or for any other remedy available. In addition, any violation or noncompliance of this Declaration shall be immediately referred to the Code Compliance Department for enforcement proceedings, lien placement, and citations pursuant to Chapter 2, Article X of the City Code, Chapter 62 of the City Code, as both may be amended, and this Declaration. Any violation or noncompliance of this Declaration shall be referred to the City Attorney’s Office for enforcement, including but not limited to injunctive relief and/or any other remedies in law or equity. This enforcement provision shall be in addition to any other remedies available under the law. The use of one remedy shall not preclude the use of another.

7. Non-Compliance. Any violation or noncompliance of this Declaration regarding the affordable housing component shall result in a monetary penalty to be deposited into the Affordable Housing Trust Fund. Such monetary penalty shall be assessed as a daily fine of two hundred fifty dollars ($250.00) per day per violation until proof of compliance has been provided to the City. The monetary penalty shall not be subject to mitigation or otherwise modified by any body or board including, but not limited, to the Code Enforcement Board.

8. Amendment, Modification, and Release. This Declaration may be modified, amended, or released as to any portion or all of the Property only after approval by the City Commission at a publicly noticed hearing. All costs, expenses, and fees associated with releasing this Declaration shall be the sole responsibility of the party requesting the release.

Any amendment, modification, or release approved by the City Commission shall be executed by the Planning Director, the Zoning Director, and the Housing and Community Development Director, or their successor, or designee, and be in a form acceptable to the City Attorney.

9. Severability. Invalidation of any one of these covenants by judgment of Court shall not affect any of the other provisions of this Declaration, which shall remain in full force and effect.

10. Recordation. This Declaration will be e-recorded by the City of Miami, at the Owner's expense, in the public records of Miami-Dade County, Florida upon full execution.

11. Counterparts/Electronic Signature. This Declaration may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Declaration. The parties shall be entitled to sign and transmit an electronic signature of this Declaration (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Declaration upon request.

12. No Vested Rights. Nothing in this Declaration shall be construed to create any vested rights whatsoever to the Owner, its successors and assigns.

***SIGNATURE PAGES TO FOLLOW***

Signed, witnessed, executed and acknowledged this \_\_\_ day of \_\_\_\_\_\_\_\_\_, 20\_\_\_.

Witnesses:

 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

 ) SS

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_)

 The foregoing instrument was acknowledged before me by means of \_\_\_\_ physical presence OR \_\_\_\_ online notarization, this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_\_\_\_.

Type of Identification Produced \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print or Stamp Name: \_\_\_\_\_\_\_\_\_\_\_

Notary Public, State of \_\_\_\_\_\_\_\_\_\_

Commission No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

My Commission Expires: \_\_\_\_\_\_\_\_

APPROVED AS TO CONTENTS:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cesar Garcia-Pons, AICP, LEED, AP

Planning Director

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Joseph A. Ruiz, Esq.

Zoning Administrator

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

George Mensah

Director

Department of Housing and Community Development

APPROVED AS TO LEGAL

FORM AND CORRECTNESS:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Victoria Mendez,

City Attorney

**Exhibit “A”**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

[INSERT LEGAL DESCRIPTION]