Document prepared by:

Office of City Attorney

444 S.W. 2nd Avenue, Suite 945

Miami, FL 33130-1910

Return Recorded Copy to:

City of Miami

Planning Department, Attn: Planning Director

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

Miami, FL 33130-1910

Folio No(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Space Above for Recorder's Use Only)

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, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

**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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. Effective Date. This instrument 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 Covenant. This voluntary covenant 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 instrument 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 and Enforcement. It is understood and agreed that any official inspector of the City of Miami may have the right at any time during normal working hours of the City of Miami’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. 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, either to restrain violations or to recover damages. This enforcement provision shall be in addition to any other remedies available under the law.

6. Cumulative. All rights, remedies, and privileges gained 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 as may be available to it.

7. Amendment, Modification, Release. This instrument may be modified, amended, or released as to any portion or all of the Property only after the occurrence of a public hearing before, and approval from, the City Commission.  Any amendment, modification, or release shall be executed by the Planning Director and the Zoning Administrator, or their successor or designee, and be in a form acceptable to the City Attorney.

8. 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.

9. Recording. This Declaration shall be filed of record among the Public Records of Miami-Dade County, Florida, at the cost of the Owner, within thirty (30) days of the acceptance by the City. The Owner shall furnish a copy of the recorded Declaration to the City Department of Hearing Boards within thirty (30) days of recordation.

10. 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.

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

***SIGNATURE PAGES TO FOLLOW***

IN WITNESS WHEREOF, the undersigned has set his hand and seal this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_.

Witnessed by: Name of Owner

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

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name and Title

Name:

STATE OF FLORIDA )

 ) ss:

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me, by means of \_\_\_\_ physical presence OR \_\_\_\_ online notarization, this day of , 20\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. He personally appeared before me, is personally known to me or produced as identification.

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

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

Notary Public, State of Florida

Commission No.

My commission expires:

APPROVED AS TO CONTENTS:

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

Cesar Garcia-Pons, AICP, LEED, AP

Planning Director

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

Joseph A. Ruiz, Esq.

Zoning Administrator

APPROVED AS TO LEGAL

FORM AND CORRECTNESS:

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

Victoria Mendez, Esq.

City Attorney

**Exhibit “A”**

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

[legal description]