Please return this instrument after recording to:

Office of Zoning

City of Miami

444 SW 2nd Avenue

4th Floor

Miami, Florida 33130

Folio No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Reserved for Recording

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| **COVENANT IN LIEU OF**  **UNITY OF TITLE** |

*KNOW ALL MEN BY THESE PRESENT* that the undersigned, [OWNER NAME\_1] and [OWNER NAME\_2, as applicable] (hereinafter, collectively, the "Owner") hereby makes, declares and imposes on the land herein described, this Covenant in Lieu of Unity of Title ("Declaration"), and the covenants running with the title to the land contained herein, which shall be binding on the Owner, all heirs, grantees, successors, assigns, personal representatives, and upon all mortgagees, lessees, and all others presently or in the future claiming any interest in the Property, as described below.

*WHEREAS*, [OWNER NAME\_1] is the owner of that certain property located at [ADDRESS] in the City of Miami, Florida, as more particularly described on Exhibit "A," attached hereto and incorporated; and [[OWNER NAME\_2, as applicable] is the owner of that certain property located at [ADDRESS] in the City of Miami, Florida, as more particularly described on Exhibit "B," attached hereto and incorporated, as applicable] (together, the "Property"); and

*NOW, THEREFORE*, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner hereby agrees as follows:

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

2. Use of Property. The Owner of the Property hereby agrees and declares that (i) for the purpose of this Declaration, the Property shall be considered as one plot and parcel of land, and (ii) so long as this instrument shall remain in effect, any and all conveyances or transfers of all or any portion of the Property by the Owner, its heirs, grantees, successors, assigns, or personal representatives shall be subject to the terms and restrictions of this Declaration as if any such heir, grantee, successor, assign, or personal representative were a party hereto or a signatory hereof.

3. Term of Declaration. The provisions of this Declaration shall become effective upon their recordation in the Public Records of Miami-Dade County, Florida, and shall continue in effect for a period of thirty (30) years after the date of such recordation‚ after which time they shall be extended automatically for successive periods of ten (10) years each, unless released in writing by the (i) then Owner(s) of the Property (or if any portion of the Property has been submitted to the condominium form of ownership, then by the association established to operate the condominium in lieu of all of the owners thereof) AND (ii) the Zoning Administrator and Directors of the Departments of Resilience and Public Works, Planning, and Building of the City of Miami, subject to the approval of the City Attorney as to legal form and correctness, or their respective designees or successors, upon the demonstration and affirmative finding that the same is no longer necessary to preserve and protect the Property for the purposes herein intended.

4. Covenant Running with the Land: This Declaration, once approved for legal form and sufficiency by the City Attorney, and accepted by the City of Miami, or the respective designees, shall run with the land and be binding upon the heirs, grantees, successors, personal representatives and assigns, and upon all owners, future owners, mortgagees, lessees and others presently or in the future having any interest in the Property.

5. Amendments, Modifications, Releases. The provisions of this Declaration may be amended, modified, or released by a written instrument executed by the (i) then Owner(s) of the Property (or if any portion of the Property has been submitted to the condominium form of ownership, then by the association established to operate the condominium in lieu of all of the owners thereof) and (ii) the Zoning Administrator and Directors of the Departments of Resilience and Public Works, Planning, and Building of the City of Miami, subject to the approval of the City Attorney as to legal form and correctness, or their respective designees or successors upon the demonstration and affirmative finding that the Covenant is no longer necessary to preserve and protect the Property for the purposes herein intended. All amendments, modifications, or releases of this Declaration shall be executed in the manner enumerated in this section and shall be recorded in the Public Records of Miami-Dade County, Florida in order for the amendment, modification, or release to be valid and effective.

6. Inspection and Enforcement. It is understood and agreed that any official inspector of the City may have the right at any time during normal business hours to enter upon the Property for the purpose of investigating the use of the Property and for determining whether the conditions of this Declaration are being complied with. Enforcement of this Declaration shall be by action against the parties to this Declaration or persons violating or attempting to violate any covenants in this Declaration or the then Owner(s) at the time the violation is committed. This enforcement provision shall be in addition to any other remedies available at law, in equity, or both. The violations may also be enforced by City Code, Chapter 2, Article X, titled Code Enforcement.

7. Severability. Invalidation of any of these covenants by judgment of a court shall not affect any of the other provisions, which shall remain in full force and effect.

8. Cumulative and Waiver. 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 remedy, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies, or privileges as may be available to it.

9. Declaration Binding on Subsequent Owners. In the event of multiple ownership subsequent to the approval of this Declaration, each of the subsequent owners shall be bound by the terms, provisions, and conditions of this Declaration. Further, except for sales to condominium owners, the Owner agrees that it will not convey portions of the subject Property to such other parties unless and until the owners and such parties shall have executed and mutually delivered, in recordable form an instrument to be known as an "easement and operating agreement" which shall include, but is not limited to:

(i) Easements in the common area of each parcel for ingress to and egress from the other parcels;

(ii) Easements in the common area of each parcel for the passage and parking of vehicles;

(iii) Easements in the common area of each parcel for the passage and accommodation of pedestrians;

(iv) Easements for access roads across the common area of each parcel to public and private roadways;

(v) Easements for the installation, use, operation, maintenance, repair, replacement, relocation, and removal of utility facilities in appropriate areas in each such parcel;

(vi) Easements on each such parcel for construction of buildings and improvements in favor of each such other parcel;

(vii) Easements upon each such parcel in favor of each adjoining parcel for the installation, use, maintenance, repair, replacement, and removal of common construction improvements such as footing, supports, and foundations;

(viii) Easements on each parcel for attachment of buildings;

(ix) Easements on each parcel for building overhangs and other overhangs and projections encroaching upon such parcel from adjoining parcel such as, by way of example, marquees, canopies, lights, lighting devices, awnings, wing walls, and the like;

(x) Appropriate reservation of rights to grant easements to utility companies;

(xi) Appropriate reservation of rights to road rights-of-way and curb cuts;

(xii) Easements in favor of each such parcel for pedestrian and vehicular traffic over dedicated private ring roads and access roads;

(xiii) Appropriate agreements between the owners of the several parcels as to the obligation to maintain and repair all private roadways, parking facilities, common areas, common facilities, and the like; and

The "Easement and Operating Agreement" shall be recorded by the Applicant/Owner and a copy furnished to the Zoning Administrator and Directors of the Departments of Resilience and Public Works, Planning, and Building of the City of Miami, or their respective designees or successors. These instruments or portions may be waived if approved by each of the directors of Resilience and Public Works, Planning, and Building Departments, as well as the Office of Zoning, or their respective designees, if the provisions are inapplicable to the subject Property. Such provision may be modified or amended by such parties (or the applicable association governing such parties) without approval or joinder by the directors, or their designees, if it will be constructed, conveyed and operated in accordance with an approved site plan.

10. Recordation. This Declaration shall be recorded in the Public Records of Miami-Dade County by the Owner and at the Owner's expense within ten (10) days of its acceptance by the City of Miami. The City of Miami shall be promptly furnished with a recorded copy of this Declaration within thirty (30) days of recording.

11.Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Facsimile, .pdf and other electronic signatures to this Agreement shall have the same effect as original signatures.

**[Signature Page(s) to Follow]**

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

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

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

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(TWO WITNESSES FOR EACH PERSON SIGNING).

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| Witnesses:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  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: \_\_\_\_\_\_\_\_

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

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

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

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(TWO WITNESSES FOR EACH PERSON SIGNING).

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| --- | --- |
| Witnesses:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  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: \_\_\_\_\_\_\_\_

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| APPROVED AS TO FORM AND CORRECTNESS:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  VICTORIA MÉNDEZ  City Attorney  APPROVED:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  LAKISHA HULL  Director of Planning  APPROVED:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  JUVENAL SANTANA  Director  Department of Resilience and Public Works | APPROVED:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  DANIEL S. GOLDBERG  Zoning Administrator  APPROVED:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  LUIS TORRES III  Building Official |

**EXHIBIT A**

**LEGAL DESCRIPTION**

**EXHIBIT B**

**LEGAL DESCRIPTION**

Legal: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Also known: [Address]

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