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

Office of Zoning, Attn.: Zoning Administrator

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

Miami, FL 33130-1910

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

 (Space Above for Recorder's Use Only)

**DECLARATION OF RESTRICTIVE COVENANTS**

**(Single Family Use Restriction)**

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration"), made this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Owner”) in favor of the City of Miami, Florida (“City”).

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

WHEREAS, the Owner hold fee simple title to that certain property in the City of Miami, Florida, located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Miami, Florida, legally described in Exhibit “A” attached hereto and made a part hereof (“Property”).

WHEREAS, the Owner is desirous of making a binding commitment to assure that the Property shall be maintained in accordance with the provisions of this Declaration.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner hereby agrees as follows: the Owner voluntarily covenants and agrees that the Property shall be subject to the following restrictions that are intended and shall be deemed to be covenants running with the land and binding upon the Owner(s), its successors in interest, heirs, vendees, and assigns, as follows:

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

2. Use. Owner covenants that the Property shall be restricted and limited to use for a single-family residence as defined and as limited by Section 1.2, Article 1 of the Miami 21 Zoning Code, as amended, and by any successor Zoning Ordinance of the City, as applicable.

3. Covenant Running with the Land. This Declaration shall constitute a covenant running with the land and shall be made binding upon Owner(s), any successors in interest, heirs, vendees, and assigns. These restrictions shall be a limitation upon all present and future Owners of the Property.

4. Effective. This Declaration shall become binding on the Property upon recordation in the Public Records of Miami-Dade County, Florida.

5. Term of Covenant. This voluntary Declaration on the part of the Owner shall remain in full force and effect and shall be binding upon the Owner of the Property, any successors in interest, heirs, vendees, and assigns. It shall be binding upon them 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 successive periods of ten (10) years, unless modified, amended or released as provided in this Declaration prior to the expiration thereof.

6. Inspections and Monitoring. It is understood and agreed that any official inspector of the City may have the right at any time during normal working hours to enter upon the Property for determining whether the Property in in compliance with the conditions of this Declaration and the requirements of the City's building and zoning regulations.

7. Enforcement. An action to enforce the terms and conditions of this Declaration, including failure to record the 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 covenant of this Declaration or provisions of the City Code, 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. Each party shall bear their own attorney’s fees.

8. 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.

9. Modification, Amendment, Release. This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument, executed by the then owner(s) of the Property and the City Zoning Administrator, in recordable form and approved by the City Attorney as to legal form and correctness. Any modification, amendment or release shall include the signatories included in this section and be recorded in the Official Public Records of Miami-Dade County, Florida to be valid and effective.

 10. 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.

11. 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.

12. 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.

*[Signatures on the Following Page(s)]*

IN WITNESS WHEREOF, the undersigned has duly executed this Declaration this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

**TWO WITNESSES FOR EACH OWNER:** **OWNER:**

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

 (Print Name of Owner)

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

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

 (Signature)

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

 (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:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Daniel S. Goldberg, Esq.
Zoning Administrator

Approved as to Legal Form and Correctness:

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

Victoria Méndez, Esq.
City Attorney

EXHIBIT “A”

LEGAL DESCRIPTION

[Legal description of the Property]

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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