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 Nos: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Reserved for Recording

# **COVENANT IN LIEU OF UNITY OF TITLE FOR PROPERTY ZONED T3-O**

*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; and

*WHEREAS*, [OWNER NAME\_1] is the owner of that certain property located at [ADDRESS] in the City of Miami, Florida, [ZIP] as more particularly described on Exhibit "A," attached hereto and incorporated; and [OWNER NAME 2] 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

*WHEREAS*, the Property as of the date of this Declaration, is zoned T3-O, Sub-Urban Transect Zone, pursuant to Miami 21, the Zoning Ordinance of the City of Miami, Florida.

*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 of Miami 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. For so long as the Property remains zoned as T3-O pursuant to Miami 21 the number of multiple owners of the Property shall not exceed the number of dwelling units constructed or to be constructed thereon. 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. 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. 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.

**[Signature Page to Follow]**

Signed, witnessed, executed and acknowledged this -- day of Month‚ 20--.

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

[Owner Name],.a [Type of Entity or Individual]

By: Click or tap here to enter text.

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

(TWO WITNESSES FOR EACH PERSON SIGNING).

|  |
| --- |
| Witnesses:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  NAME  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  NAME |

STATE OF STATE. )

) SS

COUNTY OF COUNTY)

The foregoing instrument was acknowledged before me by means of physical presence OR online notarization, this -- day of MONTH, 20  , by Click or tap here to enter text., as Click or tap here to enter text. of Click or tap here to enter text.. Personally Known  or Produced Identification.

Type of Identification Produced Click or tap here to enter text.

NAME.

Print or Stamp Name ENTER:

Notary Public, State of STATE

Commission No.: #

My Commission Expires: DATE

Signed, witnessed, executed and acknowledged this -- day of MONTH‚ 20--.

[Owner Name],a [Type of Entity or individual

By: Click or tap here to enter text.

Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

(TWO WITNESSES FOR EACH PERSON SIGNING).

|  |  |
| --- | --- |
| Witnesses:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  PRINT NAME  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  PRINT NAME |  |

STATE OF STATE. )

) SS

COUNTY OF COUNTY )

The foregoing instrument was acknowledged before me by means of physical presence OR  online notarization, this -- day of Month, 20--, by Click or tap here to enter text., as Click or tap here to enter text. of Click or tap here to enter text.. Personally Known  or Produced Identification .

Type of Identification Produced: Click or tap here to enter text.

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

Print or Stamp Name:

Enter text.

Notary Public, State of State

Commission No.: #

My Commission Expires: --/--/--

**CITY OF MIAMI:**

|  |  |
| --- | --- |
| APPROVED AS TO LEGAL FORM  AND CORRECTNESS:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  VICTORIA MÉNDEZ, ESQ.  City Attorney  APPROVED:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  CESAR GARCIA-PONS, AICP, LEED, AP  Director of Planning  APPROVED:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  JUVENAL SANTANA, P.E, CFM  Director  Department of Resilience and Public Works | APPROVED:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  DANIEL S. GOLBERG, ESQ.  Zoning Administrator  APPROVED:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ASAEL MARRERO, RA, RID,AIA, ICC  Director  Building Department |

**EXHIBIT A**

**LEGAL DESCRIPTION AND SKETCH**

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

Also known: [Address].

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

General Description/Sketch:

**EXHIBIT B**

**LEGAL DESCRIPTION AND SKETCH**

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

Also known: [Address]

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

General Description/Sketch: