

This instrument was prepared by:

Name:

Address:

(Space reserved for Clerk)

DECLARATION OF RESTRICTIVE COVENANTS

WHEREAS, the undersigned Owner holds the fee simple title to _____ (address), in the City of Miami Beach, Miami-Dade County, Florida, legally described in Exhibit "A" hereto, and hereinafter called the "Property" and

IN ORDER TO ASSURE the City that the representations made by the Owner will be abided by, the Owner freely, voluntarily and without duress makes the following Declaration of Restrictive Covenants covering and running with the Property:

The required parking for the Property shall be satisfied by providing 100 percent valet parking spaces, and a valet service or operator shall be provided for such parking for as long as the use continues. The Condominium Association may establish and require a payment for valet parking services.

City Inspection. As further part of this Declaration, it is hereby understood and agreed that upon 24 hour notice to Owner any official inspector of The City of Miami Beach, or its agents duly authorized, have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and land development regulations and the conditions herein agreed to are being complied with.

Covenant Running with the Land. This Declaration on the part of the Owner shall constitute a covenant running with the land and shall be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Owner, and its heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of the City of Miami Beach and the public welfare.

Term. This Declaration shall run with the land and shall be binding on all Owners and all persons claiming under them for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the then, Owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released the Miami Beach Director of Planning.

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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 all of the Property, including joinders of all mortgagees, if any, provided that the same is also approved on the Director of Planning or his or her successor; provided, however, that with respect to any portion of the Property for which a condominium, homeowners or other similar association then exists, the instrument of modification, amendment or termination shall be executed by such association(s) in lieu of the fee owners of such portion(s) of the Property.

Enforcement. Enforcement shall be by action against any parties or persons violating, or attempting to violate, these covenants. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his or her attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

Election of Remedies. 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 remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

Presumption of Compliance. Where construction has occurred in the Unit or any portion thereof, pursuant to a lawful permit issued by the City, and inspections made and written approval of occupancy given by the City by Certificate of Occupancy, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

Severability. Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the City shall be entitled to revoke any approval predicated upon the invalidated portion.

Owner. The term Owner shall include the Owner, and its heirs, successors and assigns.

Signed, witnessed, executed and acknowledged on this _____ day of _____, 20__.

IN WITNESS WHEREOF, the Owners have caused these presents to be signed in their name by their proper officials.

Declaration of Restrictions
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Witnesses:

Signature

Print Name

Signature

Print Name

_____(Corp. name)

By: _____

Name:

Title:

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____,
on behalf of the corporation. He or she is personally known to me or has produced
_____, as identification.

Witness my signature and official seal this _____ day of _____,
2006, in the County and State aforesaid.

Notary Public-State of _____

Print Name

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney

Date

Planning Director

Date