

This instrument prepared by, and after recording return to:

Name: \_\_\_\_\_, Esq.  
Address:

(Space reserved for Clerk of Court)

**DECLARATION OF RESTRICTIVE COVENANTS**

**THIS DECLARATION OF RESTRICTIVE COVENANTS** ("Declaration"), made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_ ("Owner(s)"), in favor of the City of Miami Beach, Florida, a municipality of the State of Florida ("City").

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

**WHEREAS**, the Owners hold fee-simple title to certain property in the City of Miami Beach, Florida, located at \_\_\_\_\_, Miami Beach, Florida, legally described in Exhibit "\_\_" attached hereto and made a part hereof ("Property"); and

**WHEREAS**, the Owners seek or have obtained approval for tandem parking spaces from the City Commission of the City of Miami Beach or other applicable board; and

**WHEREAS**, the Owners are desirous of making a binding

commitment as required by the City Code, Section 130-251, to assure that the Property shall be developed and used in accordance with representations and commitments made to the City Commission, or such other board;

**NOW, THEREFORE,** the Owners voluntarily covenant and agree 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 Owners of the Property, their successors in interest and assigns, as follows:

1. 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. Each pair of tandem parking spaces shall be limited to the use of the owners of a single condominium unit.

3. This voluntary Declaration shall remain in full force and effect and shall be binding upon the Owners of the Property, their 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 successive periods of ten (10) years, unless modified, amended or released prior to the expiration thereof.

4. This Declaration may be modified, amended or released as to any portion of the Property by a written instrument executed by

the then Owners of the fee-simple title to the land to be affected by such modification, amendment or release providing that same has been approved by the City of Miami Beach City Commission (or such other board with jurisdiction over the matter) at a public hearing, which public hearing shall be applied for by and at the expense of the Owners, or without a public hearing if then permitted by City Code or the City's land development regulations and approved by the City's Planning Director. Should this instrument be so modified, amended or released the Planning Director, or his successor, or other administrative officer with jurisdiction over the matter, shall execute a written instrument in recordable form effectuating and acknowledging such modification, amendment or release.

9. Invalidation of any provision of this Declaration by judgment of Court shall not affect any of the other provisions of this Declaration, which shall remain in full force and effect.

10. This Declaration shall be recorded in the Public Records of Miami-Dade County, Florida, at the cost of the Owners.

11. It is understood and agreed that any official inspector of the City of Miami Beach may have the right at any time during normal working hours of entering and investigating the use of the Property, to determine whether the conditions of this Declaration and the requirements of the City's building, zoning and land

development regulations are being complied with.

12. 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 provision of this Declaration or provisions of the building, zoning or land development regulations, either to restrain violations or to recover damages. The prevailing party in the action or suit shall be entitled to recover costs and reasonable attorneys' fees, at all levels of trial and appeal. This enforcement provision shall be in addition to any other remedies available under the law.

**IN WITNESS WHEREOF**, the undersigned have set their hand and seal this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Witnesses:**

\_\_\_\_\_ **By:** \_\_\_\_\_  
\_\_\_\_\_ **Print Name:** \_\_\_\_\_  
\_\_\_\_\_ **Title:** \_\_\_\_\_

STATE OF FLORIDA                    )  
  )     SS:  
COUNTY OF MIAMI-DADE            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_. He (she) personally appeared before me, is personally known to me or produced \_\_\_\_\_ as identification, and did take an oath.

[NOTARIAL SEAL]

Notary \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

APPROVED

\_\_\_\_\_  
Planning Director                    Date

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

\_\_\_\_\_  
City Attorney                        Date

CONSENT OF MORTGAGEE AND SUBORDINATION OF MORTGAGE

The undersigned, holder of that certain Mortgage Deed dated \_\_\_\_\_, and recorded in Official Records Book \_\_\_\_\_, at Page \_\_\_\_\_, of the Public Records of Dade County, Florida, as amended, encumbering the real property to be subjected to the foregoing Declaration of Restrictive Covenants made by \_\_\_\_\_ in favor of the City of Miami Beach, Florida, hereby consents to said Declaration of Restrictive Covenants and agrees that the lien of said Mortgage Deed shall be subject and subordinate to the terms of said Declaration of Restrictive Covenants.

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

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

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

STATE OF FLORIDA                    )  
  )     SS:  
COUNTY OF MIAMI-DADE            )

The foregoing instrument was acknowledged before me this day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_. He personally appeared before me and is personally known to me or produced \_\_\_\_\_ as identification and did take an oath.

[NOTARIAL SEAL]

Notary \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_