

This instrument prepared by, and after recording return to:

Name:  
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 as

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ("Property"); and

**WHEREAS**, the Owners seek a permit from the City of Miami  
Beach to construct or install a second set of cooking facilities  
at the Property; and

**WHEREAS**, the Owners are desirous of making a binding commitment to assure that the Property shall be developed and maintained in accordance with representations and commitments made to the City;

**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. The Owners hereby agree to remove or relocate these facilities at their own expense, within sixty (60) days notice by the Planning Department.

3. The building permit plans submitted call for one single electric meter, with no addition of a second electric meter.

4. These new cooking facilities shall not result in the creation of a second apartment unit.

5. The garage/staff house containing the new facilities shall not be rented out separately as an apartment.

6. 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.

7. 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 Planning Director of the City of Miami Beach, or his designee, or the successor administrative officer with jurisdiction over the matter. 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.

8. 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.

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

10. 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.

11. 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.

12. The Owners, and their successors and assigns, hereby agree to indemnify and hold harmless the City of Miami Beach, its officers and employees, from any and all liability that may arise by virtue of the City permitting the installation of these items.

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

**Witnesses:**

**OWNERS**

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

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

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

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

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

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

STATE OF FLORIDA            )  
  )  
COUNTY OF MIAMI-DADE    )

**SS:**

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: \_\_\_\_\_

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

