

This instrument was prepared by:

Name:

Address:

(Space reserved for Clerk)

**COVENANT RUNNING WITH THE LAND
WITH UNITY OF TITLE
(Rental Residential)**

KNOW ALL BY THESE PRESENTS that the undersigned Owner hereby makes, declares and imposes on the land herein described, these easements and covenants running with the title to the land, which shall be binding on the Owner, all heirs, successors and assigns, personal representatives, mortgagees, lessees, and against all persons claiming by, through or under them;

WHEREAS, the undersigned Owner holds the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A," attached hereto, and hereinafter called the "Property," which is supported by the attorney's opinion attached as Exhibit "B," and

WHEREAS, Owner is desirous of developing the Property for residential purposes and wants to assure Miami-Dade County that the integrity of the large scale development will be built in accordance with proffered plans consistent with Section 33-31 of the Code of Miami-Dade County, and

WHEREAS, Owner may wish to develop the same in phases or stages and is executing this instrument to assure the County that the development will not violate the Zoning Code of Miami-Dade County when it is so developed, and

NOW THEREFORE, in consideration of the premises, Owner hereby freely, voluntarily and without duress agrees as follows:

County Use Only
Legal Verified _____

(Space reserved for Clerk)

8. The provisions of this instrument 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 as provided herein.
9. The provisions of this instrument may be released, amended, or modified from time to time by recorded instrument by the then Owner or Owners of all of the Property, with joinders by all mortgagees, if any, provided that the same is also approved by the Board of County Commissioners or Community Zoning Appeals Board of Miami-Dade County, Florida, whichever by law has jurisdiction over such matter, after public hearing.
10. Enforcement shall be by action against any parties or persons violating or attempting to violate any of these covenants. The prevailing party in any action or suit arising out of or pertaining to this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may determine to be reasonable for the services of his attorney. This enforcement provision is in addition to any other remedy at law, in equity or both.
11. 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.
12. 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.
13. In the event of a violation of this Declaration, in addition to any other remedies available, Miami-Dade County, is hereby authorized to withhold any future permits, and refuse to make any inspections or grant any approval, until such time as this Declaration is complied with.
14. This Declaration shall be recorded in the public records of Miami-Dade County at the Owner's expense.

[Execution pages follow]