

PREPARED BY:

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

\_\_\_\_\_  
The Blank Space Above This Line Is For Recording Purposes

**RESTRICTIVE COVENANT IN LIEU OF A UNITY OF TITLE**

**KNOW ALL MEN BY THESE PRESENTS:**

**WHEREAS**, the undersigned \_\_\_\_\_ [*Insert Property Owner's Name*] (hereinafter "Property Owner(s)") is/are the fee simple owner(s) of the property located at \_\_\_\_\_ [*Insert Property Address*] and legally described as:

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

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

**WHEREAS**, Property Owner(s) is/are also the fee simple owner(s) of the property located at \_\_\_\_\_ [*Insert Property Address*] and legally described as:

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

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

**WHEREAS**, Property A abuts Property B; and

**WHEREAS**, Property A is improved with a

\_\_\_\_\_  
[describe the improvement]; and

**WHEREAS**, Property B is improved with a

\_\_\_\_\_

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[describe the improvement]; and

**WHEREAS**, Property Owner(s) desires to unify Property A and Property B by:

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\_\_\_\_\_ [describe method of unification]; and

**WHEREAS**, the City of Coral Gables (hereinafter “the City”) requires that this Declaration be entered into prior to unifying Property A and Property B; and

**WHEREAS**, Property Owner(s) desires to unite Property A and Property B to form one plot and parcel of land, such that no portion or parcel shall be sold, assigned, devised or transferred unless all conditions of this Declaration are strictly complied with and adhered to.

**WHEREAS**, Property Owner(s) submitted the necessary records of the existing height, existing size, and existing site conditions for Property A and Property B, which included both plan and photographic evidence and are attached hereto as Exhibit A and Exhibit B;

**WHEREAS**, Property Owner(s) provided a Reciprocal Easement and Operating Agreement to the City Attorney, which shall not be amended without prior written request and approval of the City Attorney, and said Reciprocal Easement and Operating Agreement are attached hereto as Exhibit C and Exhibit D and are incorporated herein by reference.

**NOW, THEREFORE**, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Property Owner(s) hereby agree(s) as follows:

1. That the above recitations are true and correct and are incorporated herein in their entirety;
2. Property A and Property B (hereinafter the “Property”), shall be considered as one plat and parcel of land and no portion or parcel shall be sold, assigned, devised or transferred unless all conditions of this Declaration are strictly complied with and adhered to;

3. The Master Address for the combined plat shall be: \_\_\_\_\_  
\_\_\_\_\_ [Insert Master Address] (hereinafter the “Master Address”);

4. That as further part of this Declaration, it is hereby understood and agreed that any official inspector of the City of Coral Gables, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the premises to determine whether or not the requirements of and the conditions herein agreed to are being complied with and adhered to;

5. This Declaration of Restrictive Covenant shall constitute a covenant running with the land and shall be recorded, at the Owner’s sole expense, in the public records of Miami-Dade County, Florida, and shall remain in full force and effect and shall be binding upon Property Owner(s) their heirs, successors, personal representatives and assigns, and upon all mortgagees and lessees and others presently or in the future having any interest in the property until such time as the same is modified, released, or terminated, as set forth herein. The

restrictions contained herein during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the public welfare;

**6.** This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for the 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, until such time as the same is modified, released or terminated as set forth herein. Should this Declaration of Restrictions be modified, released or terminated, the City shall forthwith execute a written instrument effectuating and acknowledging such modification, release, or termination;

**7.** In the event of any breach of this Declaration, enforcement may be by action at law or in equity, against any parties or persons violating or attempting to violate any covenants herein, either to restrain violations or recover damages. The parties agree that a breach of this Declaration shall create the presumption of irreparable harm for the purposes of any injunctive relief. The prevailing party in action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to any other remedies available at law, in equity or both;

**8.** In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the City is hereby authorized to withhold any further permits from and refuse to make any inspections or grant any approvals to the Property until such time as there is compliance with this Declaration;

**9.** 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;

**10.** Where construction has occurred on any portion of the Property, pursuant to a lawful permit issued by the City and inspections made and approval of occupancy given by the City, then such construction, inspection, and approval shall create a rebuttable presumption that the structures thus constructed comply with the intent and spirit of this Declaration;

**11.** Invalidation of any of the covenants contained herein shall not affect any other provisions, which shall remain in full force and effect;

**12.** This Declaration of Restrictions may only be modified, released, or terminated as to the land herein described, or any portion thereof, in accordance with the provisions of Article 5, Division 23, § 2303 *et seq.* of the City of Coral Gables' Zoning Code — the provisions of which are hereby incorporated by reference. Should this Declaration of Restrictions be so modified, released, or terminated, the City shall forthwith execute a written instrument effectuating and acknowledging such modification, release, or termination, which shall be recorded by and at the then property owner's sole expense;

**13.** Property Owner(s) hereby agree(s) to develop an individual building site within the subject Property in accordance with the provisions of the City's Comprehensive Plan and Zoning Code's regulations, and to develop, maintain, and operate the Property as a single building site;

**14.** Property Owner(s) further agree(s) to indemnify, defend, and hold harmless the City of Coral Gables, its commissioners, , directors, officers, attorneys, consultants, agents, and employees from and against all claims, damages losses, and expenses, direct, indirect, or consequential (including but not limited to fees and

charges of attorneys and other professionals as well as court and arbitration costs) arising out of or resulting, in whole or part, from my execution of this Restrictive Covenant or from any claim or allegation related to my capacity or authority to execute this Restrictive Covenant. Moreover, Property Owner(s) agree(s) that nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law afforded to the City of Coral Gables (including its commissioners, directors, officers, attorneys, consultants, agents, and employees); and

15. Property Owner(s) agree(s) to fully comply with all the provisions set forth in Article 5, Division 23, § 2303 *et seq.* of the City of Coral Gables' Zoning Code, entitled *Declaration of Restrictive Covenant In Lieu of A Unity of Title*, as well as any other applicable provisions of the City's Zoning Code — the provisions of which are hereby incorporated by reference.

IN WITNESS WHEREOF, the undersigned has/have caused \_\_\_\_\_ hand(s) and seal(s) to be affixed hereto on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**PROPERTY OWNER(S):**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

**NOTARIZATION**

STATE OF FLORIDA )

COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_\_, by \_\_\_\_\_, who is personally known to me or has produced a \_\_\_\_\_ as identification.

My Commission Expires:

\_\_\_\_\_  
**NOTARY PUBLIC, State of Florida**

**APPROVED AS TO FOR AND LEGAL SUFFICIENCY:**

\_\_\_\_\_  
Craig E. Leen, City Attorney  
Miriam S. Ramos, Deputy City Attorney  
Cristina M. Suárez, Assistant City Attorney  
Stephanie M. Throckmorton, Assistant City Attorney