

This instrument was prepared by:

Name:

Address:

(Space reserved for Clerk)

**Declaration of Restrictions and
Maintenance Agreement for
Split Duplex Use**

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, and

WHEREAS, Section 33-201.1 of the Code of Miami-Dade County, Florida, authorizes the subdivision of RU-2 (Two Family Residential) lots for fee simple duplex splits, and

WHEREAS, Subparagraph (10) of said Section 33-201.1 requires that a recordable document be filed to assure that the structures and grounds are maintained in a satisfactory manner without expense to the general taxpayer of Miami-Dade County;

WHEREAS, the owner is submitting this Declaration of Restrictions and Maintenance Agreement for Split Duplex Use (the "Declaration") to assure that the development will be consistent with Section 33-201.1 of the Miami-Dade County Code of Ordinances (the "Code").

WHEREAS, the Declaration is also being submitted pursuant to the requirements of Section 33-201.1 of the Code in lieu of filing a formal plat or waiver of plat application to subdivide the Property.

NOW THEREFORE, in order to assure Miami-Dade County that the representations made by the Owner will be abided by, the Owner hereby makes the following Declaration of Restrictions covering and running with the Property;

1. That said Property shall be developed and maintained in accordance with Section 33-201.1 of the Code of Miami-Dade County, Florida and that the Property will be considered a subdivided lot for fee simple duplex splits consistent with Section 33-201.1
2. The conditions and limitations imposed herein shall be deemed covenants running with the land and running with each residential unit for the benefit of, and as a limitation and burden upon, each residential unit and upon their successors and assigns and upon all future owners of the residential units who will be subject thereto in all respects as though the conditions and limitations imposed herein had been specifically included in the deed

County Use Only
Accepted: _____

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transferring title to the property and made a part thereof. A Certificate of Completion will be issued only after the recordation of this Declaration.

3. **General Rules of Law.** Each wall, roof, fence, plumbing or sewer, or other structure, which is part of an adjoining residential unit and placed on the dividing boundary line between them, shall constitute and be referred to as a "Party Wall" or "Party Roof " or "Party Structure," and the general rules of law regarding party walls or party roofs, or party structures, and liability for property damage due to negligence or willful acts, or omissions, with respect thereto shall apply.
4. **Sharing of Repairs and Maintenance.** The cost of reasonable repair and maintenance of a Party Wall, Party Roof, or Party Structure, shall be shared equally by the Owners of the structures of which such Party Wall, Party Roof, or Party Structure, or other structures of which such Party Wall, Party Roof, or Party Structure, or other structures, are a part.
5. **Destruction by Fire or Other Casualty.** If a Party Wall or Party Roof, or other Party Structure, is destroyed or damaged by fire, termite infestation or other casualty, the owner of either unit of which such Party Wall or Party Roof, or other structure, is a part, may restore it to its former condition and, in that event, the parties sharing the structure shall contribute equally to the expense of such restoration.
6. **Right to Contribution.** The right of any Owners to contribute for the cost and expenses in the repair, maintenance and/or restoration of any Party Wall or Party Roof, Party Structure, or other structure, shall be appurtenant to the land and shall pass to such owner's successors in title.
7. **Exterior Coloration.** In order to maintain uniformity, the entire exterior of the two (2) residential units have been painted in the same color. The aesthetics of the continuation of a common color for the entire exterior premises, applied in a uniform fashion, is in the best interest of the owners of the residential units. Therefore, in the event both the owners of the two (2) residential units agree to a uniform change of exterior coloration, then, in that event, the entire exterior premises color would be changed to a new exterior paint color. However, in the event that both of the residential unit owners cannot agree as to an exterior coloration change, then, in that event, the existing exterior coloration shall remain. It is further acknowledged that the cost of exterior painting and trim would be borne FIFTY PERCENT (50%) by each of the residential unit owners.
8. **Maintenance of Structure and Grounds.** The Owner of each of the residential units shall be responsible for maintenance of the parking areas, walls, fences, landscaping, the structure owned and the grounds upon which the structure is located, in good condition and consistent with the neighborhood surrounding the structure.
9. **Easements.** The Owner of each of the residential units sharing a Party Wall, Party Roof, Party Structure, common plumbing, sewer line, or other structure or facility, shall have an easement to enter upon such adjacent property in a reasonable manner and a reasonable time for the purposes of repairing, painting and/or maintaining the Party Wall, Party Roof,

Party Structure, plumbing or sewer line or other structure. Further, to the extent that a Party Wall, Party Roof or Party Structure shall be deemed to be an encroachment from one residential unit to another by reason of error in location due to settlement and/or error in restoration thereof, there is hereby created, to the extent of and to support such encroachment, a perpetual easement in favor of the residential unit from which the encroachment exists and to be for the purposes of maintenance and support of each encroachment.

10. **County Inspection.** As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, may 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 zoning regulations and the conditions herein agreed to are being complied with.
11. **Covenant Running with the Land.** This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded 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 their 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 public welfare.
12. **Term.** This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it 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 by Miami-Dade County.
13. **Modification, Amendment, Release.** This Declaration 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 the property, including joinders of all mortgagees, if any, provided that the same is also approved by the Director of the Miami-Dade County Department of Regulatory and Economic Resources, or the executive officer of the successor of such Department, or in the absence of such director or executive officer by his assistant in charge of the office in his absence.
14. **Enforcement.** Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants set forth in this Declaration. Any violation of this Declaration shall subject the unit owners to joint and several liability. 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/her/its attorney. This enforcement provision shall be in addition to any other available at law, in equity or both.

15. **Authorization for Miami-Dade County to Withhold Permits and Inspections.** In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold in connection with the particular parcel which is in default, any further permits, and refuse to make any inspections or grant any approvals with respect to the particular parcel, which is in default, until such time as this Declaration is complied with.
16. **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.
17. **Presumption of Compliance.** Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the County, 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.
18. **Severability.** Invalidation of any one of these covenants, by judgment of Court, in no way shall affect any of the other provisions which shall remain in full force and effect.
19. **Recording.** This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost to the Owner.

[Execution Pages Follow]