This instrument was prepared by:
Name:
Address:

(Space reserved for Clerk)

DECLARATION OF USE FOR GUEST QUARTERS

In consideration of the issuance of a building permit as hereinafter described, the undersigned, Owner(s) _____ *[If the owner is a Limited Partnership, Limited Liability Company or Joint Venture, an Opinion of Title must be submitted indicating who is authorized to execute the Declaration of Use.]*, of the property herein legally described, hereby agree and bind myself, or ourselves, and my, or our, heirs, successors and assigns as follows:

That the property herein described may contain guest quarters, hereinafter identified as a "Guest Quarters" provided that:

a) The Property shall comply with the definition of a "one-family dwelling" pursuant to Section 33-1 of the County's Zoning Ordinance, as may be amended from time to time.

b) No major kitchen appliances or fixtures shall be installed in the guest quarters, except for the following:

(i) Refrigerator
(ii) Microwave
(iii) Sink

c) Only nonpaying and personal guests of the occupant(s) of the principal residence, which may include family, gratuitous guests, and domestic servants, as described above, shall occupy the Guest Quarters; and

d) The owner/occupant(s) of the principal residence shall not :

(i) Rent the Guest Quarters or
(ii) Occupy the Guest Quarters and rent the principal residence.

Miami Dade County Department of Regulatory And Economic Resources
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Next Generation-Guest Quarters from within main residence form.pdf

Examiner	Date Time Stamp	Disp.	Trade	Stamp Name
JoAnn Pirrello	11/26/2014 9:14:15 AM	A	ZONE	Next Generation Unit

Section-Township-Range: ___-___-___
Folio number: ___-_____-____-_____

The Property known as _____ (Address) and legally described as Lot _____ Block _____ Plat Book_____ Page _____ of the Public Records of Miami-Dade County, Folio _____ also describe as (metes and bounds)

_____

_____

_____

_____

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.

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, at Owner's expense, 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 benefit of Miami-Dade County and the public welfare. Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on the County.

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.

Modification, Amendment, Release. This Declaration may be modified, amended or released as to the Property, 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 Board of County Commissioners or Community Zoning Appeals Board of Miami-Dade County, Florida, whichever by law has jurisdiction over such matters, or the Director as provided by the Miami-Dade County Code of Ordinances. It is provided, however, in the event that the Property is annexed to an existing municipality or the Property is incorporated into a new municipality, any modification, amendment, or release shall not become effective until it is approved by such municipality and is thereafter approved by the Board of County Commissioners, in accordance with applicable procedures.

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Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. 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 attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

Section-Township-Range: ___-___-___
Folio number: ___-_____-____-_____

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 any further permits, and refuse to make any inspections or grant any approvals, until such time as this declaration is complied with.

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.

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.

Severability. 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. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion

Recording. This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost of the Owners following the approval of the Application. This Declaration shall become effective immediately upon recordation. Notwithstanding the previous sentence, if any appeal is filed, and the disposition of such appeal results in the denial of the application, in its entirety, then this Declaration shall be null and void and of no further effect. Upon the disposition of an appeal that results in the denial of the Application, in its entirety, and upon written request, the Director of the Regulatory and Economic Resources Department or the executive officer of the successor of said department, or in the absence of such director or executive officer by his/her assistant in charge of the office in his/her absence, shall forthwith execute a written instrument, in recordable form, acknowledging that this Declaration is null and void and of no further effect.

Acceptance of Declaration. Acceptance of this Declaration does not obligate the County in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the Board of County Commissioners and/or any appropriate Community Zoning Appeals Board retains its full power and authority to deny each such application in whole or in part and to decline to accept any conveyance or dedication.

Owner. The term Owner shall include the Owner, and its heirs, successors and assigns.

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The Owner understands and acknowledges that, pursuant to Chapter 8CC of the Code of Miami-Dade County, each verified violation of the approved use will result in the issuance of a ticket with a fine of $500.00 for each day the violation exists. Unpaid fines will become a lien on the property.

Examiner Date Time Stamp Disp. Trade Stamp Name
JoAnn Pirrello 11/26/2014 9:14:15 AM A ZONE Next Generation Unit

[Execution Pages Follow]

Section-Township-Range: ___-___-___
Folio number: ___-_____-____-_____