ORDINANCE NO. 2026-_____

AN ORDINANCE OF THE CITY OF HOMESTEAD, FLORIDA, AMENDING THE CITY OF CODE OF ORDINANCES BY AMENDING CHAPTER 25 "SUBDIVISION AND PLATTING," ARTICLE VI "UNITY OF TITLE; COVENANT IN LIEU THEREOF;" PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Homestead, Florida (the "City Council") finds it periodically necessary to amend its Code of Ordinances (the "City Code") in order to update regulations and procedures to implement municipal goals and objectives; and

WHEREAS, the City of Homestead (the "City") is authorized pursuant to its police powers and the laws of the State of Florida to enact land development regulations to promote the health, safety, morals, order, comfort, convenience, appearance, prosperity, and general welfare of its residents; and

WHEREAS, the City's business, mixed-use, industrial and rapid transit development overlay zoning districts and the Homestead Park of Commerce (HPOC) located within the Villages of Homestead (VOH) Development of Regional Impact (DRI) permit the development of multiple buildings on a single development site pursuant to approved site plans; and

WHEREAS, the City desires to provide a regulatory mechanism to formalize separate ownership of portions of an individual building site which has been formally platted pursuant to Chapter 25, "Subdivision and Platting," of the City Code, Chapter 28, "Subdivisions and Platting," of the Miami-Dade County Code of Ordinances, and Chapter 177, Part I, Florida Statutes, as may be amended; and

WHEREAS, the City Council finds it necessary to further amend Chapter 25, "Subdivision and Platting," of the City Code by amending Article VI "Unity of Title; Covenant In Lieu Thereof" to expand the applicable zoning districts in which subject platted properties may qualify and utilize established regulations and standards to address issues of separate ownership of portions of an individual building site containing multiple buildings developed pursuant to an approved site plan; and

WHEREAS, when multiple buildings are proposed on a single development site and such property may later be subdivided or conveyed into separate ownerships, the absence of a recorded unity of title or covenant in lieu of unity of title instruments can create nonconformities, access conflicts, parking deficiencies, and operational inconsistencies; and

WHEREAS, requiring recordation of a unity of title or covenant in lieu of unity of title to run with the land ensures that approved site plans, shared infrastructure, access easements, parking facilities, utilities, and common areas are preserved and maintained in substantial accordance with City approvals; and

WHEREAS, similar regulatory mechanisms requiring unity of title or covenant in lieu of unity of title for multi-building or multi-owner developments are long-standing and well-established in Miami-Dade County and neighboring municipalities, thereby promoting uniformity, predictability, and consistency in land development practices throughout the region; and

WHEREAS, the adoption of such requirements within the City, will serve to prevent the creation of artificial nonuse variances caused solely by separate ownerships and will further protect the integrity of site design, internal circulation, fire access, pedestrian connectivity, shared utilities, stormwater systems, and other critical infrastructure components; and

WHEREAS, the requirement for recorded easement and operating agreements in cases of multiple ownership ensures continued cross-access, shared parking, utility functionality, structural integration, and maintenance responsibilities necessary for the safe and orderly operation of integrated development projects; and

WHEREAS, the City Council finds that the adoption of these provisions will promote coordinated development, reduce future land use conflicts, enhance public safety, and protect property values while ensuring that development approved as a unified project continues to function as intended regardless of subsequent ownership changes; and

WHEREAS, the City Council, sitting as the Local Planning Agency (LPA), has reviewed the proposed Ordinance and found it to be consistent with the City's Code and Comprehensive Plan, and recommended approval and adoption of this Ordinance to the City Council; and

WHEREAS, the City Council has reviewed this Ordinance at a duly noticed public hearing; and

WHEREAS, after reviewing the LPA recommendation, and comments from the public, the City Council finds the proposed Ordinance is consistent with the City's Code and Comprehensive Plan; and

WHEREAS, the City Council hereby finds and declares that adoption of this Ordinance is necessary, appropriate, and in the public interest of citizens of this community.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF HOMESTEAD, FLORIDA[1]:

Section 1. Findings. The foregoing Whereas clauses are hereby ratified and confirmed as being true, correct, and reflective of the legislative intent underlying this Ordinance and are hereby made a specific part of this Ordinance.

Section 2. City Code Amended. That Chapter 25 "Subdivisions and Platting," of the City Code is hereby amended to read as follows:

Chapter 25 – Subdivisions and Platting

* * * * *

Article VI. – UNITY OF TITLE; COVENANT IN LIEU THEREOF

Section 25-144. Unity of Title; Covenant In Lieu of Unity Of Title Process.

In ~~all industrial zoning districts~~ the B-1A, B-1, B-2, B-3, I-1, I-2, I-3, Business Mixed Use (BMU) District, Neighborhood Mixed Use (NMU) District, Technology Mixed Use (TMU) District, Rapid Transit Development Overlay (RTDO) District and within the Homestead Park of Commerce ("HPOC") located within the Villages of Homestead (VOH) Development of Regional Impact (DRI), all applications for building permits where multiple buildings or multiple ownerships are proposed for a single development site shall be accompanied by one (1) of the following documents:

(1) A unity of title, approved for legal form and sufficiency by the City Attorney, which shall run with the land and be binding upon the heirs, successors, personal representatives and assigns, and upon all mortgagees or lessees and others presently or in the future having any interest in the property; or

(2) A declaration of restrictive covenants, approved for legal form and sufficiency by the City Attorney, which shall run with the land and be binding upon the 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. The declaration shall contain the following necessary elements:

a) That the subject site will be developed in substantial accordance with the approved site plan. That no modification shall be effectuated without the written consent of

[1] Strikethrough words are deletions to the existing words. Underlined words are additions to the existing words.

the then owner(s) of the phase or portion of the property for which modification is sought, and the Director of Development Services; provided the Director of Development Services finds that the modification would not generate excessive noise or traffic, tend to create a fire or other equally or greater dangerous hazard, or provoke excessive overcrowding of people, or tend to provoke a nuisance, or be incompatible with the area concerned, when considering the necessity and reasonableness of the modification in relation to the present and future development of the area concerned. Should the Director of Development Services withhold such approval, the then owner(s) of the phase or portion of the property for which modification is sought shall be permitted to seek such modification by application to modify the plan or covenant at public hearing before the City Council.

b) That if the subject property will be developed in phases, that each phase will be developed in substantial accordance with the site plan.

c) That in the event of multiple ownerships subsequent to site plan approval, that each of the subsequent owners shall be bound by the terms, provisions and conditions of the declaration of restrictive covenants. The owner(s) shall further agree that he or she will not convey portions of the subject property to such other parties unless and until the owner(s) and such other party (parties) shall have executed and mutually delivered, in recordable form, an instrument to be known as an "easement and operating agreement" which shall contain, among other things, the following as may be applicable:

    i. Easements in the common area of each parcel for ingress to and egress from the other parcels;

    ii. Easements in the common area of each parcel for the passage and parking of vehicles;

    iii. Easements in the common area of each parcel for the passage and accommodation of pedestrians;

    iv. Easements for access roads across the common area of each parcel to public and private roadways;

    v. Easements for the installation, use, operation, maintenance, repair, replacement, relocation and removal of utility facilities in appropriate areas in each such parcel;

    vi. Easements on each such parcel for construction of buildings and improvements in favor of each such other parcel;

vii. Easements upon each such parcel in favor of each adjoining parcel for the installation, use, maintenance, repair, replacement and removal of common construction improvements such as footings, supports and foundations;

viii. Easements on each parcel for attachment of buildings;

ix. Easements on each parcel for building overhangs and other overhangs and projections encroaching upon such parcel from adjoining parcel such as, by way of example, marquees, canopies, lights, lighting devices, awnings, wing walls and the like;

x. Appropriate reservation of rights to grant easements to utility companies;

xi. Appropriate reservation of rights to road rights-of-ways and curb cuts;

xii. Easements in favor of each such parcel for pedestrian and vehicular traffic over dedicated private ring roads and access roads; and

xiii. Appropriate agreements between the owners of the several parcels as to the obligation to maintain and repair all private roadways, parking facilities, common areas and common facilities and the like.

These provisions or portions thereof, may be waived by the Director of Development Services if they are not applicable to the subject property. In addition, such easement and operating agreement shall contain such other provisions with respect to the operation, maintenance and development of the property as to which the parties thereto may agree, all to the end that although the property may have several owners, it will be constructed, conveyed, maintained and operated in accordance with the approved site plan.

Non-use variances created solely by separate ownerships, pursuant to Subsection (2)(c) shall be waived by the Director of Development Services.

d) The declaration of restrictive covenants shall be in effect for a period of thirty (30) years from the date the documents are recorded in the public records of Miami-Dade County, Florida, after which time they shall be extended automatically for successive periods of ten (10) years unless released in writing by the owners and the Director of Development Services, acting for and on behalf of the City , upon the demonstration and affirmative finding that the same is no longer necessary to preserve and protect the property for the purposes herein intended.

e) Enforcement of the declaration of restrictive covenants shall be by action at law or in equity with costs and reasonable attorney's fees to the prevailing party.

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Section 3. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Inclusion in the City Code. It is the intention of the City Council, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Code of the City of Homestead; that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 5. Conflicts. All ordinances or parts of ordinances, resolution or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 6. Effective Date. This Ordinance shall become effective immediately upon adoption on second reading.

PASSED on first reading this _____ day of _____ 2026.

PASSED AND ADOPTED on second reading this ____day of_____, 2026.

_____

Mayor Steven D. Losner

Attest:

_____

ELIZABETH SEWELL, MPA, MMC

City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

FOR THE USE AND BENEFIT OF THE CITY ONLY:

_____

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.

City Attorney

Motion to adopt by _____ seconded by _____.

FINAL VOTE AT ADOPTION

Mayor Steven D. Losner	_____
Vice Mayor Jenifer N. Bailey	_____
Councilwoman Erica G. Ávila	_____
Councilwoman Kimberly Konsky	_____
Councilman Clemente Canabal	_____
Councilman Sean L. Fletcher	_____
Councilman Larry Roth	_____