

**This instrument was prepared by:**

**Eve A. Boutsis, Chief Deputy City Attorney  
Office of the City Attorney  
1700 Convention Center Drive  
Miami Beach, FL 33139**

**(Space reserved for Clerk)**

---

### **UNITY OF TITLE**

**WHEREAS**, the undersigned is the Owner of that property ("Property") legally described on attached Exhibit A, incorporated by reference into this document.

Owner recognizes and acknowledges that for the public health, safety and welfare, the herein-described property shall not be divided into separate parcels owned by several owners so long as the same is put to the hereinafter use, and

In consideration of the issuance of permits for the subject property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner hereby agrees to restrict the use of the subject property in the following manner:

That the Property shall be considered as one plot and parcel of land and that no portion of said plot and parcel of land shall be sold, transferred, devised or assigned separately, except in its entirety as one plot or parcel of land.

**City Inspection.** As further part of this Unity of Title, it is hereby understood and agreed that any official inspector of the City of Miami Beach, 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 Unity of Title on the part of the Owner shall constitute a covenant running with the land and shall be recorded, at the 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 its 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.

Further provided, however, that a release will be executed when the premises are made to conform with applicable zoning regulations or the use or structure is removed from the premises and there is no further reason to maintain the Unity of Title on the public records.

**Term.** This Unity of Title 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 Unity of Title 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 Unity of Title has first been modified or released by the City of Miami Beach.

**Modification, Amendment, Release.** This Unity of Title 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 all of the Property, including joinders by all mortgagees, if any, provided that the same is also approved by the Director of the Miami Beach Department of Planning, 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.

Should this Unity of Title be so modified, amended or released, the Director of the Department of Planning, 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, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

**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 Unity of Title 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.

**Authorization for the City to Withhold Permits and Inspections.** In the event the terms of this Unity of Title are not being complied with, in addition to any other remedies available, the City 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 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 buildings or structures thus constructed comply with the intent and spirit of this Unity of Title.

**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.

IN WITNESS WHEREOF, Dan Gelber, the Mayor of the City of Miami Beach, has caused these presents to be signed in its name by its proper officials this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**Witnesses:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
**City of Miami Beach**  
**Dan Gelber, Mayor**  
1700 Convention Center Drive  
Miami Beach, Florida 33139

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by Dan Gelber, Mayor of the City of Miami Beach. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

Witness my signature and official seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, in the County and State aforesaid.

\_\_\_\_\_  
Notary Public-State of \_\_\_\_\_

\_\_\_\_\_  
Print Name

My Commission Expires:

Approved

\_\_\_\_\_  
Director of Planning

\_\_\_\_\_  
Dated

Approved as to form  
& language and for  
execution

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Dated

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

  
\_\_\_\_\_  
City Attorney

5/25/18  
\_\_\_\_\_  
Date