Document prepared by:

Office of City Attorney

444 S.W. 2nd Avenue, Suite 945

Miami, FL 33130-1910

Return Recorded Copy to:

City of Miami

Office of Zoning, Attn.: Zoning Administrator

444 S.W. 2nd Avenue, 2nd Floor

Miami, FL 33130-1910

Folio Nos: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Reserved for Recording

**UNITY OF TITLE**

WHEREAS, Insert Owner Name. (“Owner”) owns the property (“Property”) legally described as:

Legal description and folio number

The address of which is Address., Miami, Florida, 33--and;

Legal description and folio number.

The address of which is Address, Miami Florida, 33--.

Which are also described in Exhibit “A”.

In consideration of the issuance of permits for the Property from the City of Miami (“City”) 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 encumbered, mortgaged, sold, transferred, divided, conveyed, devised or assigned separately, except in its entirety as one plot or parcel of land.

Covenant Running with the Land. This Unity of Title on the part of the Owner shall constitute a covenant running with the land and will be e-recorded by the City, 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, amended, or released.

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 Unity of Title in whole, or in part, and that the Unity of Title has first been modified, amended, or released in writing by the City as specified herein.

Modification, Amendment, Release. This Unity of Title may only 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 by all mortgagees, if any, provided that the same is also approved in writing by the Zoning Administrator and Building Official, or their respective designees or successors, in a form acceptable to the City Attorney, or his/her respective designee or successor, upon the determination by the Zoning Administrator and Building Official that the Unity of Title is no longer necessary and a determination by the Building Official that the modification, amendment, or release will not cause a violation of the Florida Building Code.

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 Unity of Title is complied with.

Inspection and Enforcement. It is understood and agreed that any official inspector of the City may have the right at any time during normal business hours to enter upon the Property for the purpose of investigating the use of the Property and for determining whether the conditions of this Unity of Title are being complied with. Enforcement of this Unity of Title shall be by action against the parties to this Unity of Title or persons violating or attempting to violate any covenants herein or the then Owners at the time the violation is committed. This enforcement provision shall be in addition to any other remedies available at law, in equity, or both. The violations may also be enforced by City Code, Chapter 2, Article X, titled Code Enforcement.

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.

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.

Counterparts/Electronic Signature. This Unity of Title may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Unity of Title. The parties shall be entitled to sign and transmit an electronic signature of this Declaration (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Unity of Title upon request.

Recording. This Unity of Title will be e-recorded by the City, at the Owner's expense, in the public records of Miami-Dade County, Florida upon full execution.

**[Signature Page to Follow]**

*This Space Intentionally Left Blank*

Signed, witnessed, executed, and acknowledged on this # day of Month, 20--.

 Owner Name

 Click or tap here to enter text.

 [Name of Signatory, Title].

WITNESSES:

Click or tap here to enter text.

Print Name Signature

Click or tap here to enter text.

Print Name Signature

(TWO WITNESSES FOR EACH PERSON SIGNING).

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_

 The foregoing instrument was acknowledged before me by means of [ ]  physical presence OR [ ]  online notarization, this    day of Month, 20--, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Personally Known [ ]  OR Produced Identification [ ] .

Type of Identification Produced \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Click or tap here to enter text.

Notary Public

Print or Stamp Name of Notary Public: ------

Notary Public, State of Click or tap here to enter text.

Commission No.: Click or tap here to enter text.

My Commission Expires:Click or tap here to enter text.

WITNESS my hand and official seal in the county and state named above this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20--.

Approved:

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

Daniel S. Goldberg, Esq.
Zoning Administrator

Approved as to Legal Form and Correctness:

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

Victoria Mendez, Esq.
City Attorney

**Exhibit “A”**

[Parcel 1 – Legal description, address and folio]

and

[Parcel 2 – Legal description, address and folio]