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18001 Old Cutler Road, Suite 533  
Palmetto Bay, Florida 33157



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HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

(Space reserved for Clerk)

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### UNITY OF TITLE

WHEREAS, the undersigned is the Owner of that certain property ("Property") legally described on Exhibit "A" attached hereto and made a part hereof, the address of which Property is 1231-1251 17<sup>th</sup> Street, Miami Beach, Florida, and

WHEREAS, Owner recognizes and acknowledges that for the public health, safety and welfare, the Property shall not be divided into separate parcels owned by several owners, and

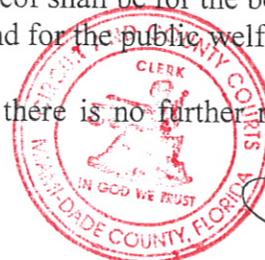
In consideration of the issuance of permits for the subject property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner hereby agrees to restrict the use of the subject property in the following manner (the "Restrictive Covenant"):

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 (herein so called), it is hereby understood and agreed that any official inspector of the City of Miami Beach (the "City"), or its agents duly authorized, may have the privilege at any time during normal working hours and upon at least twenty-four (24) hours prior written notice of entering and inspecting the use of the Property to determine whether the Restrictive Covenant is 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. The Restrictive Covenant during the term hereof shall be for the benefit of, and limitation upon, all present and future owners of the Property and for the public welfare.

Further provided, however, that a release will be executed when there is no further reason to maintain the Unity of Title on the public records.



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\_\_\_\_\_ For Recording Purposes \_\_\_\_\_

**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 Restrictive Covenant in whole, or in part, provided that the Unity of Title has first been appropriately modified or released by the City pursuant to the following paragraph.

**Modification, Amendment, Release.** This Unity of Title may be modified, amended or released as to Property, 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, the Restrictive Covenant. 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 applicable court of law (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 that the Restrictive Covenant is 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 with respect to the Property, until such time as the Restrictive Covenant 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

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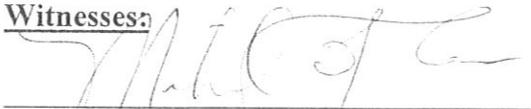
\_\_\_\_\_ For Recording Purposes \_\_\_\_\_

occupancy given by the City for any improvements on the Property, then such construction, inspection and approval shall create a rebuttable presumption that the buildings, improvements, or structures thus constructed comply with the intent and spirit of this Unity of Title.

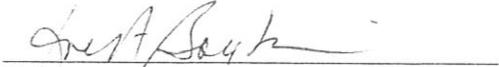
**Severability.** Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Miguell Del Campillo, the Executive Director of the Housing Authority of the City of Miami Beach, Florida has caused these presents to be signed in its name by its proper officials this 9<sup>th</sup> day of May, 2012.

**Witnesses:**

  
\_\_\_\_\_  
Michael O'Hara

  
\_\_\_\_\_  
Miguell Del Campillo, Executive Director  
Housing Authority of the City of Miami Beach  
200 Alton Road  
Miami Beach, Florida 33139

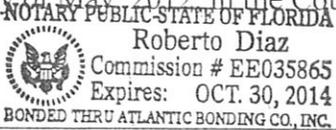
  
\_\_\_\_\_  
Eve A. Boutsis

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by Miguell Del Campillo, the Executive Director of the Housing Authority of the City of Miami Beach (HACMB), a Florida Public Housing Authority, the contracting officer for the HACMB. He is personally known to me or has produced N/A, as identification.

Witness my signature and official seal this 9<sup>th</sup> day of May, 2012, in the County and State aforesaid.



Notary Public-State of Florida  
  
\_\_\_\_\_  
Robert Diaz

My Commission Expires: Oct. 30, 2014



\_\_\_\_\_ For Recording Purposes \_\_\_\_\_

Approved

*[Signature]*

Director of Planning

5-9-2012

Dated

Approved as to form  
& language and for execution

*for* *[Signature]*

City Attorney

May 9, 2012

Dated

*JH*

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by \_\_\_\_\_,  
who is personally known to me or has produced \_\_\_\_\_, as  
identification.

Witness my signature and official seal this \_\_\_\_\_ day of May, 2012 in the County and  
State aforesaid.

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

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

My Commission Expires:

*[Signature]*

\_\_\_\_\_ For Recording Purposes \_\_\_\_\_

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY



## EXHIBIT A

### LEGAL DESCRIPTION OF PARCEL A, PARCEL B and PARCEL C

#### PARCEL "A"

BEING A PARCEL OF LAND LYING IN A PORTION LOT 9 , BLOCK 17, ALTON REALITY COMPANY'S PLAT OF SUBDIVISION OF WEST HALF OF BLOCKS 17, 40 AND 45, AS RECORDED IN PLAT BOOK 6, PAGE 165 AND A PORTION OF LOT 11, BLOCK 41, ALTON BEACH REALITY CO'S PLAT OF BELLEVIEW SUBDIVISION, AS RECORDED IN PLAT BOOK 6 PAGES 114, AND A PORTION OF PARCEL 2 AS DESCRIBED IN OFFICIAL RECORD BOOK 16504, PAGE 3555 ALL BEING RECORDED IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS,

COMMENCE AT THE SOUTHEAST CORNER OF LOT 7, BLOCK 17 OF SAID ALTON REALITY COMPANY'S PLAT OF SUBDIVISION OF WEST HALF OF BLOCKS 17, 40 AND 45; THENCE S88°01'12"W, ALONG THE NORTHERLY RIGHT OF WAY LINE OF 17TH STREET, SAID LINE ALSO BEING THE SOUTHERLY LINE OF BLOCK 17, A DISTANCE OF 135.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 85.00 FEET, A CENTRAL ANGLE OF 30°47'46", THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 45.69 FEET; THENCE N32°46'34"E RADIAL TO SAID CURVE A DISTANCE OF 13.95 FEET, TO A POINT ON THE SOUTHERLY LINE OF PARCEL II OF AFORESAID OFFICIAL RECORD BOOK 16504, PAGE 3555; THENCE N75°10'30"W ALONG SAID SOUTHERLY LINE A DISTANCE OF 40.55 TO THE POINT OF BEGINNING; THENCE CONTINUE N75°10'30"E ALONG SAID SOUTHERLY LINE TO THE INTERSECTION WITH THE NORTHERLY FACE OF THE SOUTHERLY SEAWALL OF COLLINS CANAL, ALSO BEING THE MEAN HIGH WATER LINE OF COLLINS CANAL, A DISTANCE OF 100.61 FEET; THENCE N58°09'51"E, ALONG SAID NORTHERLY FACE AND MEAN HIGH WATER LINE EXTENDING ACROSS AN EXISTING BASIN, A DISTANCE OF 115.45 FEET; THENCE S01°58'48"E A DISTANCE OF 73.28 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 32°04'40", THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE INTERSECTION WITH THE SOUTHERLY LINE OF SAID PARCEL II, A DISTANCE OF 14.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,375 SQUARE FEET OR 0.1 ACRES MORE OR LESS.

#### PARCEL "B"

BEING A PARCEL OF LAND LYING IN A PORTION LOTS 8 AND 9, BLOCK 17, ALTON REALITY COMPANY'S PLAT OF SUBDIVISION OF WEST HALF OF BLOCKS 17, 40 AND 45, AS RECORDED IN PLAT BOOK 6, PAGE 165 AND A PORTION OF LOT 11, BLOCK 41, ALTON BEACH REALITY CO'S PLAT OF BELLEVIEW SUBDIVISION, AS

RECORDED IN PLAT BOOK 6, PAGE 114, AND A PORTION OF PARCEL I AND PARCEL II AS DESCRIBED IN OFFICIAL RECORD BOOK 16504, PAGE 3555 ALL BEING RECORDED IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS,

COMMENCE AT THE SOUTHEAST CORNER OF LOT 7, BLOCK 17, OF SAID ALTON REALITY COMPANY'S PLAT OF SUBDIVISION OF WEST HALF OF BLOCKS 17, 40 AND 45; THENCE S88°01'12"W, ALONG THE NORTHERLY RIGHT OF WAY LINE OF 17TH STREET, SAID LINE ALSO BEING THE SOUTHERLY LINE OF BLOCK 17, A DISTANCE OF 125.66 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S88°01'12"W ALONG SAID LINE A DISTANCE OF 9.34 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 85.00 FEET, A CENTRAL ANGLE OF 30°47'46", THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 45.69 FEET; THENCE N32°46'34"W RADIAL TO SAID CURVE A DISTANCE OF 13.95 FEET TO A POINT ON THE SOUTHERLY LINE OF PARCEL II OF AFORESAID OFFICIAL RECORD BOOK 16504, PAGE 3555; THENCE N75°10'30"E ALONG SAID SOUTHERLY LINE A DISTANCE OF 40.56 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 32°04'40" (CHORD WHICH BEARS N14°03'32"E) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 14.00 FEET; THENCE N01°58'48"E, TO THE INTERSECTION WITH THE NORTHERLY FACE OF THE SOUTHERLY SEAWALL OF COLLINS CANAL, ALSO BEING THE MEAN HIGH WATER LINE OF COLLINS CANAL, A DISTANCE OF 73.28 FEET; THENCE N58°09'51"E, ALONG SAID NORTHERLY FACE AND SAID MEAN HIGH WATER LINE, A DISTANCE OF 80.71 FEET; THENCE S01°58'48"E A DISTANCE OF 113.46 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", THENCE SOUTHEASTERLY ALONG ARC OF SAID CURVE TO THE INTERSECTION WITH THE SAID NORTHERLY RIGHT OF WAY LINE OF 17TH STREET AND SAID SOUTHERLY LINE OF BLOCK 17, A DISTANCE OF 39.27 TO THE POINT OF BEGINNING.

CONTAINING 8,465 SQUARE FEET OR 0.2 ACRES MORE OR LESS.

PARCEL "C"

BEING A PARCEL OF LAND LYING IN A PORTION LOTS 7, 8 AND 9, BLOCK 17, ALTON REALITY COMPANY'S PLAT OF SUBDIVISION OF WEST HALF OF BLOCKS 17, 40 AND 45, AS RECORDED IN PLAT BOOK 6, PAGE 165 AND A PORTION OF PARCEL I AS DESCRIBED IN OFFICIAL RECORD BOOK 16504, PAGE 3555, ALL BEING RECORDED IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS,

BEGIN AT THE SOUTHEAST CORNER OF LOT 7, BLOCK 17, OF SAID PLAT OF SUBDIVISION OF WEST HALF OF BLOCKS 17, 40 AND 45; THENCE S88°01'12"W

ALONG THE NORTHERLY RIGHT OF WAY LINE OF 17TH STREET, SAID LINE ALSO BEING THE SOUTHERLY LINE OF BLOCK 17, A DISTANCE OF 125.66, FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 39.27 FEET; THENCE N01°58'48"E TO THE INTERSECTION WITH THE NORTHERLY FACE OF THE SOUTHERLY SEAWALL OF COLLINS CANAL, ALSO BEING THE MEAN HIGH WATER LINE OF COLLINS CANAL, A DISTANCE OF 113.46 FEET; THENCE N58°09'51"E ALONG SAID NORTHERLY FACE AND SAID MEAN HIGH WATER LINE, TO THE INTERSECTION WITH THE EASTERLY LINE OF SAID LOT 7, SAID LINE ALSO BEING THE WESTERLY LINE OF ALTON COURT, A DISTANCE OF 173.72 FEET; THENCE S01°58'48"E, ALONG SAID LINE, A DISTANCE OF 224.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 27,239 SQUARE FEET OR 0.6 ACRES MORE OR LESS.

STATE OF FLORIDA, COUNTY OF DADE  
I HEREBY CERTIFY that this is a true copy of the  
original filed in this office on MAY 11 2012 day of

WITNESS my hand and Official Seal.  
HARVEY RUVIN, CLERK, of Circuit and County Courts

By [Signature]



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