

This instrument prepared by and  
after recording return to:

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

Folio Number(s): \_\_\_\_\_

**UNITY OF TITLE**

The undersigned (“**Owner**”) is the owner of the following described real property (“**Property**”) located in Bal Harbour Village, Florida:

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

**Street address:** \_\_\_\_\_

In consideration of the issuance of a building permit by Bal Harbour Village (“**Village**”) for the construction of a \_\_\_\_\_ on the Property, Owner hereby agrees to restrict the use of the Property in the following manner:

1. **Property as One Parcel.** The Property shall be considered as one parcel of land. No portion of the Property shall be encumbered, mortgaged, sold, transferred, divided, conveyed, devised or assigned, except in its entirety as one parcel of land.
2. **Use of Property.** The Property shall only be used for \_\_\_\_\_ purposes. The only construction which may be permitted on the Property is that of a \_\_\_\_\_
3. **Covenant Running with the Land.** This Unity of Title is a covenant running with the land and shall remain in full force and effect and be binding upon the Owner, and its heirs, successors, and assigns until such time as this Unity of Title is modified or released in the manner provided herein.
4. **Term.** This Unity of Title shall run with the land and shall be binding on all parties and all persons claiming under it for a period of 30 years from the date this Unity of Title is

recorded, after which time it shall be extended automatically for successive periods of 10 years each.

5. **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, with joinders by all mortgagees, if any, and by the Director of the Bal Harbour Village Building Department or his or her successor or designee.
6. **Enforcement.** Enforcement of this Unity of Title shall be by action against any parties or person violating, or attempting to violate, any of the covenants set forth herein. 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 attorneys' fees. This enforcement provision shall be in addition to any other remedies available at law or in equity.
7. **Authorization for Village 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 Village is hereby authorized to withhold any further permits, and to refuse to make any inspections or grant any approvals, until such time as this Unity of Title is complied with.
8. **Recording.** Owner shall promptly record this Unity of Title in the Public Records of Miami-Dade County, Florida at the Owner's expense, and shall provide a copy of the recorded instrument to the Village within 10 days after recording.

**SIGNATURE BLOCKS ON FOLLOWING PAGES**

This Unity of Title has been executed by the Owner on \_\_\_\_\_.

**Witnesses (2 required):**

**OWNER:**

Signature: \_\_\_\_\_

\_\_\_\_\_

Print name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Print name: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me on \_\_\_\_\_,  
by \_\_\_\_\_,  
who (check one) [ ] is personally known to me or [ ] has produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_

NOTARY PUBLIC, State of Florida

My Commission Expires:

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

**JOINDER BY MORTGAGEE**

\_\_\_\_\_, a \_\_\_\_\_ corporation and Mortgagee under that certain mortgage from \_\_\_\_\_ dated \_\_\_\_\_ and recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of Miami-Dade County, Florida, covering all or a portion of the property described in the foregoing Unity of Title, does hereby acknowledge that the terms of this Unity of Title are and shall be binding upon the undersigned Mortgagee and its successors in title.

**Witnesses (2 required):**

**Mortgagee:**

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Print name: \_\_\_\_\_

Print name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

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

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

The foregoing instrument was acknowledged before me on \_\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_, of \_\_\_\_\_, on behalf of the \_\_\_\_\_. He or she (check one) [ ] is personally known to me or [ ] has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

My Commission Expires:

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