

# Unity of Title



CFN 2017R0269539  
OR BK 30531 Pgs 4077-4080 (4Pgs)  
RECORDED 05/12/2017 13:13:46  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

Prepared by and return to:  
Michael I. Bernstein, Esq.  
The Bernstein Law Firm  
3050 Biscayne Boulevard, Suite #403  
Miami, Florida 33137  
Tel. (305) 672-9544

UNITY OF TITLE

WHEREAS, the undersigned is the Owner of that property (the "Property") legally described as:

See, Exhibit "A" attached hereto and made a part hereof.

The address of which is 333 Jefferson Avenue, Miami Beach, Florida 33139 [Folio No. 02-4203-009-5250] and 343 Jefferson Avenue, Miami Beach, Florida 33139 [Folio No. 02-4203-009-5260].

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.

(space reserved for Clerk)

**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, owners) 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:

WITNESS the due execution and seals this 26 day of February, 2017.


WITNESSES

  
Print name: Steven Albee  
  
Print Name: Steven Albee

333 JEFFERSON HOLDINGS, LLC, a Florida limited liability company


By:   
Print Name: Nathanael Cohen  
Its: Manager

APPROVED:

  
Director of Planning

5-3-17  
Dated

APPROVED AS TO FORM AND LANGUAGE AND FOR EXECUTION

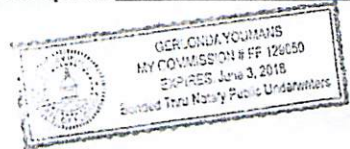
  
City Attorney NK

5-3-17  
Dated

STATE OF FLORIDA                    }  
COUNTY OF MIAMI-DADE           } ss:

THIS INSTRUMENT WAS ACKNOWLEDGED before me this 10<sup>th</sup> day of February, 2017, by NATHANAEL COHEN, as Manager of 333 JEFFERSON HOLDINGS, LLC, a Florida limited liability company. He is [ ] personally known to me, or [ ] produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: Geronda Youmans  
My Commission Expires: \_\_\_\_\_





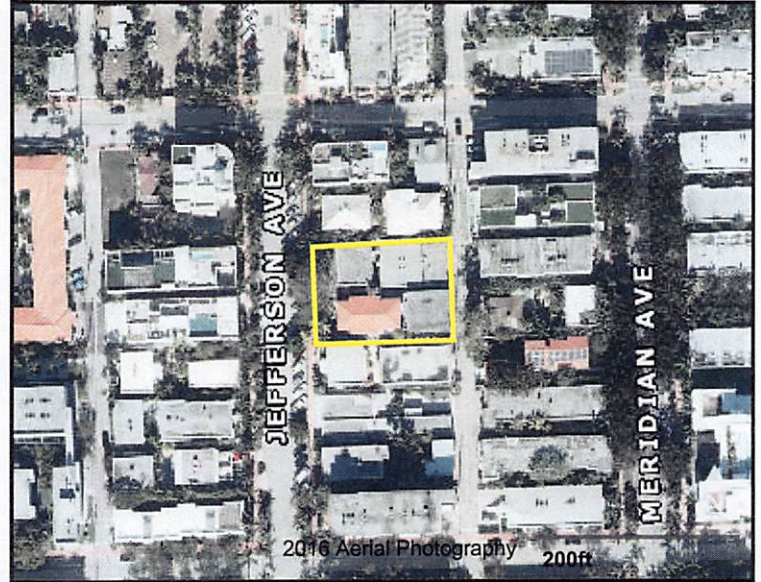
# OFFICE OF THE PROPERTY APPRAISER

## Summary Report

BC1808794

Generated On : 8/26/2019

Property Information	
Folio:	02-4203-009-5250
Property Address:	333 JEFFERSON AVE Miami Beach, FL 33139-6802
Owner	333 JEFFERSON HOLDINGS LLC
Mailing Address	2800 BISCAYNE BLVD PH FLR MIAMI, FL 33137 USA
PA Primary Zone	3002 MULTI-FAMILY
Primary Land Use	0303 MULTIFAMILY 10 UNITS PLUS : MULTIFAMILY 3 OR MORE UNITS
Beds / Baths / Half	28 / 26 / 0
Floors	2
Living Units	26
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	12,925 Sq.Ft
Lot Size	14,000 Sq.Ft
Year Built	Multiple (See Building Info.)



Assessment Information			
Year	2019	2018	2017
Land Value	\$2,940,000	\$1,960,000	\$2,100,000
Building Value	\$1,940,000	\$10,000	\$1,000
XF Value	\$0	\$0	\$0
Market Value	\$4,880,000	\$1,970,000	\$2,101,000
Assessed Value	\$4,006,200	\$1,970,000	\$1,404,205

Benefits Information				
Benefit	Type	2019	2018	2017
Non-Homestead Cap	Assessment Reduction	\$873,800		\$696,795

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
OCEAN BEACH ADDN NO 3 PB 2-81 LOTS 13 & 14 BLK 76 LOT SIZE 14000 SQ FT M/L OR 12906-2605 0586 1

Taxable Value Information			
	2019	2018	2017
<b>County</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$4,006,200	\$1,970,000	\$1,404,205
<b>School Board</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$4,880,000	\$1,970,000	\$2,101,000
<b>City</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$4,006,200	\$1,970,000	\$1,404,205
<b>Regional</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$4,006,200	\$1,970,000	\$1,404,205

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
10/18/2016	\$5,100,000	30290-3424	Qual on DOS, multi-parcel sale
05/01/1986	\$135,000	12906-2605	Sales which are qualified

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version: