

**EXHIBIT 3**

Return to: (enclose self-addressed stamped envelope)

**Name:** Elizabeth Adler, Esq.

**Address:**

Greenspoon Marder LLP  
200 E. Broward Boulevard, Suite 1800  
Fort Lauderdale, FL 33301

**This Instrument Prepared by:**

Elizabeth Adler, Esq.  
Greenspoon Marder LLP  
200 E. Broward Boulevard, Suite 1800  
Fort Lauderdale, FL 33301

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**DECLARATION OF RESTRICTIVE COVENANTS**

**THIS DECLARATION OF RESTRICTIVE COVENANTS** ("Covenant") made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by **RD STIRLING, LLC**, a Florida limited liability company, its successors and assigns ("Owner"), which shall be for the benefit of **BROWARD COUNTY**, a political subdivision of the State of Florida ("County").

**WITNESSETH:**

WHEREAS, Owner is the fee simple owner of land more particularly described in **Exhibit "A"** ("Property"); and

WHEREAS, County approved an application requesting that the land use plan designation on the Property be changed from Commerce and Low-Medium (10) Residential to Medium (16) Residential to allow a residential development ("Application"); and

WHEREAS, in connection with the Application, Owner has voluntarily agreed to place certain restrictions on the development of the Property as set forth below in favor of the County.

NOW, THEREFORE, in consideration of the foregoing premises and the promises and covenants herein contained, Owner hereby declares that the Property shall be subject to the covenants, restrictions, and regulations hereinafter set forth, all of which shall run with the land and which shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

1. Recitations. The recitals set forth above are true and correct and are incorporated into this Covenant by this reference.

2. Covenants. Prior to the issuance of a building permit for a dwelling unit on the Property, the Owner shall comply with the following:

- (1) Utilize the County's future conditions 1.5 foot NAVD groundwater elevation as the basis for drainage and surface water management design;
- (2) Utilize the higher of the flood elevations modeled as part of the County's proposed future conditions 100-year flood map (6.0 feet NAVD) or the preliminary 2019 FEMA map (6.0 feet NAVD) as the basis for establishing Base Flood Elevation (BFE);
- (3) Achieve flood protection and stormwater management associated with the 20% change factor for future conditions rainfall for a 25-year, 3-day storm event, including upgrading pipe diameter for conveyance;
- (4) Provide more than the required 1.82 acre-feet of required of water quality treatment, recharge of an adjacent wetland with treated stormwater, and use of drainage wells for additional disposal;
- (5) Install a perimeter berm or site grade with elevation 5.25 feet NAVD, or at an elevation sufficient to contain the 25-year, 3-day storm event.; and
- (6) If required by South Florida Water Management District, remediation of the of the C-10 canal bank along the Property to provide for tidal flood protection.

3. Release. Evidence of completion of the requirements detailed in Section 2. shall be presented to the County by Owner. Upon presentation to the County of said evidence of compliance, at the request and expense of Owner, the County shall cause a release and termination of this Covenant in the form attached hereto as **Exhibit B** to be recorded in the Public Records of Broward County, Florida, evidencing such completed performance of this Covenant. The issuance of the release shall not require County Commission approval.

4. Amendments. Except as otherwise provided herein, this Covenant shall not be modified, amended or released as to any portion of the Property except by written instrument, executed by the then owner or owners(s) of the portion of the Property affected by such modification, amendment, or release and approved in writing by the County. The appropriate governmental authority of the County shall execute a written instrument effectuating and acknowledging such modification, amendment or release. Any amendment, modification or release of this Covenant shall be recorded in the Public Records of Broward County, Florida, at the then owner's sole expense.

5. Recordation and Effective Date. This Covenant shall not become effective and shall not be recorded in the Public Records of Broward County, Florida, until after approval by the County of the requested Application and the expiration of all appeal periods or, if an appeal is filed, the conclusion of such appeal in a manner that does not affect the County's approval of the Application. Once recorded, this Covenant shall run with the land for the sole benefit of the County and shall bind all successors-in-interest with respect to the Property. This Covenant shall not give rise to any other cause of action by any parties other than the County, and no parties other than the County shall be

entitled to enforce this Covenant. Any failure by the County to enforce this Covenant shall not be deemed a waiver of the right to do so thereafter.

6. Severability. If any court of competent jurisdiction shall declare any section, paragraph or part of this Covenant invalid or unenforceable, then such judgment or decree shall have no effect on the enforcement or validity of any other section, paragraph or part hereof, and the same shall remain in full force and effect. The agreed upon venue shall be Broward County, Florida.

7. Captions, Headings and Titles. Articles and paragraph captions, headings and titles inserted throughout this Covenant are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Covenant.

8. Context. Whenever the context requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns or pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

IN WITNESS WHEREOF, Owner has executed this Covenant on the day first above written.

**[SIGNATURES ON FOLLOWING PAGE]**

RD STIRLING, LLC,  
a Florida limited liability company

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

STATE OF )  
 ) SS  
COUNTY OF )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, by \_\_\_\_\_, as \_\_\_\_\_ of RD Stirling, LLC, a Florida limited liability company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Typed, printed or stamped name of Notary Public

My Commission Expires:

**Mortgagee Consent:**

Mortgagee, being the holder of a mortgage to the parcels(s) described in Exhibit "A" hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Covenant.

WITNESSES:

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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

STATE OF \_\_\_\_\_ )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He/she is personally known to me or who has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Typed, printed or stamped name of Notary Public

My Commission Expires:

**EXHIBIT A  
LEGAL DESCRIPTION  
PROPERTY**

DRAFT

**EXHIBIT B**

Return to: (enclose self-addressed stamped envelope)

**Name:** Elizabeth Adler, Esq.

**Address:**

Greenspoon Marder LLP  
200 E. Broward Boulevard, Suite 1800  
Fort Lauderdale, FL 33301

**This Instrument Prepared by:**

Elizabeth Adler, Esq.  
Greenspoon Marder LLP  
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Fort Lauderdale, FL 33301

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**RELEASE AND TERMINATION OF  
DECLARATION OF RESTRICTIVE COVENANTS**

This Release and Termination of Declaration of Restrictive Covenant (“Release and Termination”) is effective as of this \_\_\_\_ day of \_\_\_\_\_, 2021 by **BROWARD COUNTY**, a political subdivision of the State of Florida (“County”).

WHEREAS, **RD STIRLING, LLC**, a Florida limited liability company (“Owner”), the fee simple title owner of the property described on **Exhibit A**, attached hereto (“Property”), entered into that certain Declaration of Restrictive Covenant dated \_\_\_\_\_ (“Covenant”) in favor of the County that is recorded at Instrument # \_\_\_\_\_ in Public Records of Broward County, Florida. Terms not otherwise defined herein shall have the same meaning set forth in the Covenant; and

WHEREAS, pursuant to terms and provisions of the Covenant, prior to the issuance of a building permit for a dwelling unit on the Property, Owner agreed to the following requirements:

- (1) Utilize the County’s future conditions 1.5 foot NAVD groundwater elevation as the basis for drainage and surface water management design;
- (2) Utilize the higher of the flood elevations modeled as part of the County’s proposed future conditions 100-year flood map (6.0 feet NAVD) or the preliminary 2019 FEMA map (6.0 feet NAVD) as the basis for establishing Base Flood Elevation (BFE);
- (3) Achieve flood protection and stormwater management associated with the 20% change factor for future conditions rainfall for a 25-year, 3-day storm

event, including upgrading pipe design as appropriate to accommodate the increased rainfall amount;

- (4) Provide the required volume of water quality treatment, recharge the adjacent wetland with treated stormwater, and use drainage wells for additional disposal;
- (5) Install a perimeter berm sufficient to contain the 25-year 3-day storm event; and
- (6) Reconstruction of the C-10 canal bank, with the installation of a perimeter berm along the C-10 canal providing tidal flood protection consistent with the seepage management requirements dictated by the water management districts.

WHEREAS, pursuant to the Covenant, the County is required, at the request of the Owner, to execute a release and termination of the Covenant upon the completion of the requirements; and

WHEREAS, the Owner has satisfied its obligation pursuant to the Covenant by obtaining the necessary permits; and

WHEREAS, Owner desires that the County release and terminate the Covenant by executing this Release and Termination to be recorded in the Public Records of Broward County, Florida, pursuant to the terms and conditions as hereinafter set forth; and

WHEREAS, upon the execution of this Release and Termination, no further action by the County Commission will be required and this Release and Termination shall constitute the final release of Owner's obligations under the Covenant.

NOW, THEREFORE, County intending to be legally bound, hereby state and declare as follows:

1. The above recitals are true and correct and are incorporated herein.
2. The obligations, terms, conditions, covenants and provisions of the Covenant are of no further force and effect and Owner is released from the Covenant and the Covenant is hereby terminated.
3. This Release and Termination shall be construed and governed in accordance with laws of the State of Florida and in the event of any litigation hereunder, the venue for any such litigation, shall be in Broward County, Florida.
4. This Release and Termination shall be recorded in the Public Records of Broward County, Florida, whereby recording fees are to be paid by Owner and shall run with the Property and shall be binding upon and inure to the benefit of the respective successors and assigns of County and



the respective successors and assigns of Owner.

Signed, sealed and delivered

RD STIRLING, LLC,  
a Florida limited liability company

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

STATE OF )  
 ) SS  
COUNTY OF )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, by \_\_\_\_\_, as \_\_\_\_\_ of RD Stirling, LLC, a Florida limited liability company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Typed, printed or stamped name of Notary Public

My Commission Expires:

BROWARD COUNTY

WITNESSES:

BROWARD COUNTY, through its COUNTY ADMINISTRATOR

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

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

Printed Name: \_\_\_\_\_

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

Title: County Administrator

\_\_\_\_\_ day of \_\_\_\_\_, 2021

Approved as to form by  
Office of County Attorney  
Broward County, Florida  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, FL 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-6968

By \_\_\_\_\_

Deputy County Attorney

\_\_\_\_\_ day of \_\_\_\_\_ 2021

DRAFT

**EXHIBIT A**  
**RELEASE AND TERMINATION**  
**LEGAL DESCRIPTION**  
**PROPERTY**

DRAFT