

Return recorded copy to:

Planning and Development Management Division
Environmental Protection and
Growth Management Department
Governmental Center West
1 North University Drive
Building A, Suite 102
Plantation, FL 33324

Document prepared by:

Andrew J. Schein, Esq.
Lochrie & Chakas, P.A.
1401 East Broward Boulevard, Suite 303
Fort Lauderdale, FL 33301

**DECLARATION OF RESTRICTIVE COVENANTS
(AGE RESTRICTED)**

This Declaration of Restrictive Covenants, made this 31 day of JULY, 2019, by Housing Authority of the City of Fort Lauderdale, hereinafter referred to as "OWNER," and N/A as MORTGAGEE (if property described in Exhibit "A" is encumbered by a mortgage).

WHEREAS, OWNER is the fee title owner of that certain real property known as the a portion of the Sailboat Bend Plat, recorded in Plat Book 21, Page 9 of the Public Records of Broward County ("Plat"), located in Broward County, Florida, and legally described in Exhibit "A," attached hereto and incorporated herein (the "Property"); and

WHEREAS, OWNER hereby covenants that OWNER is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this Declaration and all mortgagees have been joined or subordinated; that OWNER has good right and lawful authority to make this Declaration; and that OWNER agrees to fully warrant and defend this Declaration against the claims of all persons whomsoever; and

WHEREAS, OWNER intends to build age restricted housing units on the Property which prohibits the residence of school age children in a manner not inconsistent with federal, state, or local regulations; and

WHEREAS, OWNER has applied to BROWARD COUNTY for the exemption of Thirty-Six Four-Hundred Sixty-One and 00 /100 (\$36,461) in educational impact fees related to the Plat; and

WHEREAS, pursuant to Section 5-184 of the Broward County Land Development Code, a condition for the exemption from the assessment of educational impact fees for age restricted housing is that OWNER must reasonably ensure that the housing units are

rented or sold to persons meeting the requirements of Subsection 5-182(m)(9) of the Broward County Code of Ordinances; and

WHEREAS, OWNER, in fulfillment of that obligation hereby places certain restrictions on the use of the Property; NOW, THEREFORE:

1. The recitals set forth above are true and correct and are incorporated into these restrictive covenants.

2. OWNER hereby declares that the Property shall be held, maintained, transferred, sold, conveyed, and owned subject to the following designations and restrictive covenants:

OWNER hereby agrees that Thirty-Six Four-Hundred Sixty-One and 00 /100 (\$36,461) Dollars in educational impact fees have been exempted for the Plat for the construction of 101 units, which restrict the age of its residents to prohibit the residence of school age children within the Plat in a manner not inconsistent with federal, state, or local regulations. OWNER shall ensure that the aforementioned units shall be sold and rented to persons meeting the applicable age requirements, as defined in Subsection 5-182(m)(9) of the Broward County Code of Ordinances.

3. This Declaration of Restrictive Covenants shall be recorded in the Public Records of Broward County, Florida, shall become effective upon recordation, and shall run with the Property.
4. BROWARD COUNTY, at the request of OWNER or its successor, shall cause a release to be recorded in the Official Records of Broward County, Florida upon payment of all applicable impact fees at the rate in effect at the time of the request for the release of the restrictive covenant.
5. BROWARD COUNTY, through its Board of County Commissioners, its successors and assigns, is the beneficiary of these restrictive covenants and as such, BROWARD COUNTY may enforce these restrictive covenants by action at law or in equity against any person or persons, entity or entities, violating or attempting to violate the terms of these Restrictions. Additionally, BROWARD COUNTY may institute foreclosure proceedings against the Property for the amount of fees that OWNER is bound to repay.
6. Any failure of BROWARD COUNTY to enforce these restrictive covenants shall not be deemed a waiver of the right to do so thereafter.
7. Invalidation of any one of these restrictive covenants by judgment or court order shall in no way affect any other conditions which remain in full force and effect.

8. (a) If there is a mortgage against the Property described in Exhibit "A," MORTGAGEE hereby agrees that the Mortgage it holds from OWNER recorded in Official Records Book _____, Page ____/Instrument No. _____, of the Public Records of Broward County, Florida, all of which encumber the Property described herein shall be and are subordinate to the Restrictive Covenants set forth above, restricting the use of the real Property.
- (b) In the event of a foreclosure whereby MORTGAGEE takes title to the Property, MORTGAGEE may request the release of the restrictive covenant restricting the Property included in Exhibit "A." The County Administrator is authorized to execute a release of the restrictive covenant upon payment of all applicable impact fees at the rate in effect at the time of the request for the release of the restrictive covenant.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, OWNER and MORTGAGEE have executed this Declaration of Restrictive Covenants and Subordination as follows:

OWNER-INDIVIDUAL

Witnesses:

(Signature) _____
Print name: _____

(Signature) _____
Print name: _____

Name of Owner (Individual)

(Signature) _____
Print name: _____
Print address: _____

____ day of _____, 20____

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ who is

☐ personally known to me, or
☐ produced identification. Type of identification produced _____.

NOTARY PUBLIC:

(Seal)

Print name:

My commission expires:

OWNER-CORPORATION/PARTNERSHIP

Witnesses (if partnership):

Gloria Lowe
(Signature)

Print name: GLORIA LOWE

Tammy Johnson
(Signature)

Print name: Tammy Johnson

Housing Authority of the City of Fort Lauderdale

Name of Owner (Corporation/Partnership)

By Tam A. English
(Signature)

Print name: Tam A. English

Title: Executive Director

Address: 437 SW 4 Avenue
Fort Lauderdale, FL 33315

19 day of June, 20 19

ATTEST (if corporation):

(CORPORATE SEAL)

(Secretary Signature)

Print Name of Secretary: _____

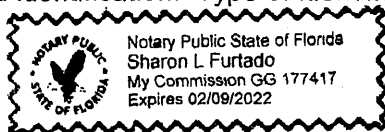
ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF Florida)
) SS.
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 19 day of June, 20 19, by Tam A. English, as Executive Director of Housing Authority of the City of Fort Lauderdale, a corporation/partnership (circle one), on behalf of the corporation/partnership (circle one). He or she is:

☒ personally known to me, or
☐ produced identification. Type of identification produced _____

(Seal)



My commission expires:

02/09/2022

NOTARY PUBLIC:

Sharon L. Furtado

Print name: Sharon L. Furtado

MORTGAGEE-INDIVIDUAL

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

Witnesses:

(Signature)
Print name: _____

(Signature)
Print name: _____

Name of Mortgagee (Individual)

(Signature)
Print name: _____
Print address: _____

____ day of _____, 20____

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ who is

☐ personally known to me, or
☐ produced identification. Type of identification produced _____.

NOTARY PUBLIC:

(Seal)

My commission expires:

Print name:

MORTGAGEE-CORPORATION/PARTNERSHIP

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

Witnesses (if partnership):

(Signature)

Print name: _____

(Signature)

Print name: _____

Name of Mortgagee (Corporation/Partnership)

By _____

(Signature)

Print name: _____

Title: _____

Address: _____

____ day of _____, 20____

ATTEST (if corporation):

(CORPORATE SEAL)

(Secretary Signature)

Print Name of Secretary: _____

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF _____)

) SS.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of _____, a corporation/partnership (circle one), on behalf of the corporation/partnership (circle one). He or she is:

☐ personally known to me, or

☐ produced identification. Type of identification produced _____.

NOTARY PUBLIC:

(Seal)

My commission expires:

Print name: _____

EXHIBIT "A"**LEGAL DESCRIPTION**

A portion of lots 9 through 12 and lots 20 through 26, Sailboat Bend, as recorded in plat book 21, page 9 of the public records of Broward County, Florida, said portion being more particularly described as follows:

Beginning at the northwest corner of lot 10; thence on an assumed bearing south along the west line of said lot 10, a distance of 16.80 feet; thence south $54^{\circ}58'25''$ east, a distance of 128.76 feet to a point of curvature to a tangent curve concave to the southwest; thence southeasterly along the arc of said curve, to the right, having a central angle of $28^{\circ}47'15''$ and a radius of 585.67 feet for an arc distance of 294.26 feet to a point on a non-tangent line; thence north along the east line of lots 20 through 26, a distance of 309.64 feet; thence north $89^{\circ}34'45''$ west, along the north line of said lot 26, a distance of 130.54 feet; thence south $44^{\circ}57'02''$ west, a distance of 6.95 feet; thence north $44^{\circ}02'58''$ west, a distance of 7.07 feet; thence north $89^{\circ}34'45''$ west, along the north line of said lots 26 and 10, a distance of 77.82 feet; thence north $60^{\circ}28'03''$ west, a distance of 64.42 feet; thence south $33^{\circ}23'55''$ west, along the west line of said lot 9, a distance of 37.36 feet to the point of beginning.

Said land situate in the City of Fort Lauderdale, Broward County, Florida.