

Return recorded copy to:
Broward County Real Property Section
115 S. Andrews Ave. Room 326
Fort Lauderdale, Florida 33301

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS ("Declaration") is made this ____ day of _____, _____, by HENDERSON BEHAVIORAL HEALTH, INC., a Florida not-for-profit corporation, its successors and assigns ("OWNER").

WITNESSETH:

WHEREAS, OWNER is the fee title owner of the parcel of real property located in Broward County, Florida as described on Exhibit "A," attached hereto and made a part hereof ("Property"); and

WHEREAS, the Property was conveyed to OWNER by Broward County, a political subdivision of the State of Florida ("COUNTY") for nominal consideration subject to the covenants, restrictions and other requirements as hereinafter set forth; and

WHEREAS, OWNER intends and declares that the Property is and shall be held, transferred, sold, conveyed, leased, mortgaged, used and improved subject to the covenants, restrictions and other requirements, as hereinafter set forth;

NOW, THEREFORE, the OWNER declares that the Property shall be held, transferred, sold, conveyed, leased, mortgaged, used and improved subject to these Covenants and Restrictions, which run in favor of COUNTY, and other requirements, all as hereinafter set forth.

1. The foregoing recitations are true and correct and are hereby incorporated herein by this reference.
2. Restrictive Covenants. OWNER hereby declares, and each Property Owner (hereinafter defined) acquiring any interest in any portion of the Property agrees, through acceptance of such conveyance, that the Property shall be subject to the following covenants and restrictions, which covenants and restrictions shall be covenants running with the land:

The Property shall be used solely for the purpose of providing services related to a crisis stabilization unit (in accordance with Section 394.875,

Florida Statutes, or successor statute) for as long as OWNER continues to receive adequate funding to provide crisis stabilization services from the State of Florida and/or Broward County. The parties agree that adequate funding is provided as of the date of this Declaration. The provision of adequate funding for future crisis stabilization services shall include funding to maintain no less than 23 beds at substantially the same level of service as is currently provided with existing funding sources from the State of Florida and/or Broward County. In the event of a lack of adequate funding in future fiscal years, which shall be determined by OWNER providing to COUNTY documentation reasonably demonstrating the lack of available funding from the State of Florida and/or Broward County to meet the required service levels described above, then the Property shall be used solely for the purposes of providing alternate behavioral services.

3. OWNER shall have the option at any time to sell, convey, or transfer the Property to any person or entity provided that either:
 - (i) The covenants, restrictions and easements contained herein shall remain effective; or
 - (ii) OWNER uses the proceeds derived from such transaction (net of costs and fees associated therewith) to purchase another property, which property shall be subject to the approval of COUNTY, and which approval shall not be unreasonably withheld or delayed, in order to establish a facility for the purposes of providing the services subject to the restrictions set forth in Paragraph 2 herein. OWNER agrees that the covenants, restrictions, and easements contained herein shall attach to the new property and be released from the Property subject to this Declaration. COUNTY and OWNER agree to execute such documents for recording to effectuate this intent simultaneously with the purchase of another property.
4. Except in the event of a transaction under Section 3(ii) above, the restrictions, covenants, rights, and privileges granted, made, and conveyed herein shall run with the Property (collectively "covenants, restrictions and easements"). These covenants, restrictions and easements shall be binding on all persons and entities acquiring title to or use of the Property, or any portion thereof, and all persons and entities claiming under them.
5. OWNER agrees that for so long as it continues to hold title to the Property, OWNER shall be obligated to timely undertake and satisfactorily complete such improvements and perform such maintenance obligations as are described on Exhibit "B" of this Declaration.
6. If OWNER, or a Property Owner (as defined herein) breaches any material

provision of this Declaration, then OWNER shall pay the to the COUNTY the agreed upon appraised value of the Property at the date of execution of this Declaration, which is \$1,000,000.00 (the "Repayment Amount"), subject to the following provisions. For every year (calculated from the date of execution of this Declaration) that OWNER or a Property Owner is not in material breach of this Declaration, the Repayment Amount shall be reduced by five percent (5%). Upon expiration of twenty (20) years from the date of execution of this Declaration and no material breach having occurred, the obligation of OWNER to make payment to the COUNTY under this Section 6 shall cease, and be of no further force and effect. Notwithstanding the foregoing, this Declaration shall remain in effect and enforceable.

7. Any attempt to lease the Property shall be deemed a breach pursuant to Paragraph 6 above.
8. When used herein, the term "COUNTY" shall mean Broward County, Florida. The term "OWNER" shall mean Henderson Behavioral Health, Inc., its successors and assigns. The term "Property Owner" shall mean the person or persons or legal entity or entities holding interests of record to the Property or any portion of the Property. Wherever used herein the terms "Property Owner" and "OWNER" shall include their heirs, personal representatives, successors, agents and assigns.
9. COUNTY is the beneficiary of these covenants and restrictions, and as such, COUNTY may enforce these covenants and restrictions by action at law or in equity, including without limitation, a decree of specific performance or mandatory or prohibitory injunction, against any person or persons, entity or entities, violating or attempting to violate the terms of these covenants and restrictions.
10. No waiver, modification or termination of this instrument shall be effective unless contained in a written document executed in the manner required by Paragraph 11. Any waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver. If any covenant, restriction, condition or provision contained in this document is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, restriction, condition or provision herein contained, all of which shall remain in full force and effect. This document shall be construed in accordance with the laws of Florida and venue shall be Broward County, Florida.
11. If OWNER or a Property Owner desires to use the Property or any portion thereof, for any use other than those permitted hereby, or desires to modify or terminate any of these covenants and restrictions, such Property Owner shall be required to do the following:

OWNER or such Property Owner, must apply to COUNTY for an amendment, or

termination, of these covenants and restrictions as to the particular affected property. It shall be the sole discretion of the Broward County Board of County Commissioners as to whether to modify or terminate these covenants and restrictions as to any portion of the Property, since OWNER and each Property Owner accepted these covenants and restrictions as a condition of the conveyance of the Property or a portion thereof to OWNER or the Property Owner. Any such amendment or termination must be executed by the Board of County Commissioners of Broward County, Florida and shall apply only to such portion of the Property that is specifically referenced in the amendment.

12. This Declaration of Covenants and Restrictions shall become effective upon recordation in the Public Records of Broward County, Florida.

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DECLARATION OF COVENANTS AND RESTRICTIONS

IN WITNESS WHEREOF, this DECLARATION OF COVENANTS AND RESTRICTIONS is executed by HENDERSON BEHAVIORAL HEALTH, INC., signing by and through its authorized to execute same on the _____ day of _____, 20____.

OWNER

HENDERSON BEHAVIORAL HEALTH, INC.

ATTEST:

By _____

Secretary

Print Name _____
Title _____

_____ day of _____, 20____.

(SEAL)

OR

WITNESSES:

Witness 1 Signature

Witness 1 Print/Type Name

Witness 2 Signature

Witness 2 Print/Type Name

DECLARATION OF COVENANTS AND RESTRICTIONS

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC:

Signature: _____
Print Name: _____
State of Florida At Large
My Commission Expires: _____
Commission Number: _____
(SEAL)

EXHIBIT "A" to Declaration of Restrictive Covenants
LEGAL DESCRIPTION

Lot 27 less South 5 feet and less 25 feet road arc tangent to line 5 feet North of South Line of Lot 27 & tangent to the West Line of Lot 27, & Lots 28 thru 30, all less the South 5 feet and Lot 31 the West 38 feet, less South 5 feet, Block 2; NORTH WEST LAUDERDALE, according to the Plat thereof, recorded in Plat Book 25, Page 25, of the Public Records of Broward County, Florida.

Tax folio number 4942-29-04-0600

Street Address: 2677 Northwest 19th Street, Fort Lauderdale, FL

EXHIBIT "B" to Declaration of Covenants and Restrictions

CSU RENOVATIONS

CAPITAL EXPENSES (4 Year Plan)

Year 1	Estimated Cost	Totals
Seal & Paint Exterior Building	\$18,000	
Exterior Security Lighting	<u>\$10,000</u>	
Year 1 Total		\$28,000
Year 2		
Landscaping	\$20,000	
Paint Interior (including wood paneling in visitor's area)	<u>\$10,000</u>	
Year 2 Total		\$30,000
Year 3		
Resurface Parking Lots/ Re-stripe/ Replace Bumpers	\$28,000	
Replace Entry Gates	\$12,000	
Hurricane Shutters & Impact Exit Doors	<u>\$25,000</u>	
Year 3 Total		\$65,000
Year 4		
Re-furnish Client Rooms & Common Areas	\$50,000	
Remodel 1 restroom to make it ADA compliant	\$40,000	
Year 4 Total		<u><u>\$90,000</u></u>
Four Year Total		\$213,000.00

Annual Maintenance

Strip & Wax Floors (every 6 Months @ \$2,500) \$5,000

Generator Maintenance (Annually) \$1,500

Annual Expenditure \$6,500