

Record and return to:
Broward County Real Property Section
115 South Andrews Avenue, Room 513
Fort Lauderdale, Florida 33301

Prepared by:
Annika E. Ashton, Esq.
Office of the County Attorney
Broward County, Florida
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301

DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration of Covenants and Restrictions ("Declaration") is made this 31 day of December, 2018, by Broward Partnership for the Homeless, Inc., a Florida not-for-profit corporation, and its successors and assigns ("Owner").

WITNESSETH:

- A. 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").
- B. 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 set forth in this Declaration.
- C. Owner and the County desire to ensure that the Property is and shall be held, transferred, sold, conveyed, leased, mortgaged, used, and improved subject to certain covenants, restrictions, and other requirements, as set forth in this Declaration.

NOW, THEREFORE, the Owner declares that the Property and any portion thereof shall be held, transferred, sold, conveyed, leased, mortgaged, used, and improved only subject to these covenants and restrictions, which run in favor of County, and other requirements, all as set forth in this Declaration.

- 1. The foregoing recitations are true and correct and are hereby incorporated herein by this reference.
- 2. Restrictive Covenants. The Property shall be used solely for the purpose of providing permanent supportive housing for formerly homeless persons and rental housing for individuals, all of whom must earn no more than sixty percent (60%) of the area median income ("AMI").

3. 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 entity violating or attempting to violate the terms of these covenants and restrictions. In any enforcement action in which the County prevails, County shall be entitled to recover reasonable attorney's fees and costs in the trial and appellate courts. Any forbearance on behalf of the County to exercise its rights in the event of the failure of Owner to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of the County's rights hereunder in the event of any subsequent failure of the Declarant to comply.
4. No waiver, modification, or termination of this Declaration shall be effective unless contained in a written document executed in the manner required by Paragraph 5. Any waiver shall be applicable only 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 for any dispute over its terms shall be Broward County, Florida.
5. If 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, Owner may apply to County for an amendment or termination of these covenants and restrictions as to the particular affected portion of the Property. It shall be within the sole discretion of the Broward County Board of County Commissioners (the "Board") whether to modify or terminate these covenants and restrictions as to any portion of the Property, because Owner accepted these covenants and restrictions as a condition of the conveyance of the Property as an inducement to County to convey title. Any such amendment or termination shall be approved by the Board and apply only to such portion of the Property that is specifically referenced in the amendment or termination.
6. Owner shall record this Declaration in the Public Records of Broward County, Florida.
7. This Declaration is effective upon recordation in the Public Records of Broward County, Florida.

DECLARATION OF COVENANTS AND RESTRICTIONS

IN WITNESS WHEREOF, this DECLARATION OF COVENANTS AND RESTRICTIONS is executed by Broward Partnership for the Homeless, Inc., signing by and through its President, authorized to execute same on the _____ day of _____, 20_____.

OWNER

Broward Partnership for the Homeless, Inc.

ATTEST:

By: *Dodie Keith Lazowick*

Secretary

Print Name: DODIE KEITH-LAZOWICK
Title: PRESIDENT

31 day of DECEMBER, 2018.

(SEAL)

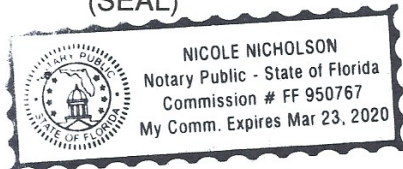
STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 31 day of December, 2018, by Dodie Keith-Lazowick, as President of Broward Partnership for the Homeless, Inc., who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC:

Signature: *Nicole Nicholson*
Print Name: Nicole Nicholson
My Commission Expires: FF 950767
Commission Number: 3/23/2020

(SEAL)



AEA/mdw
Broward Partnership for the Homeless, Inc. Declaration of Covenants and Restrictions
12/27/18
#376748

EXHIBIT A

LEGAL DESCRIPTION:

ALL OF LOTS 19 THROUGH 23, OF BLOCK 204, OF PROGRESSO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 18 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

TOGETHER WITH:
LOTS 26 THROUGH 30, OF SAID BLOCK 204, OF PROGRESSO, LESS THE WEST 15 FEET THEREOF;

TOGETHER WITH:
LOT 24, OF SAID BLOCK 204, OF PROGRESSO, LESS THE SOUTH 5 FEET;

TOGETHER WITH:
LOT 25, OF SAID BLOCK 204, OF PROGRESSO, LESS THE SOUTH 5 FEET AND THE WEST 15 FEET THEREOF;

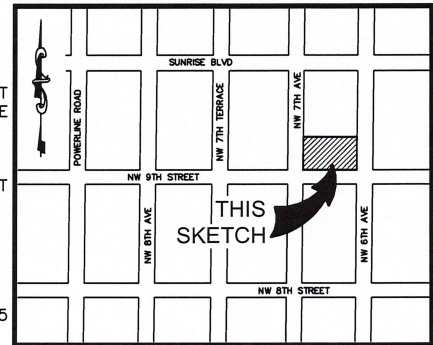
TOGETHER WITH:
THE SOUTH 15 FEET OF LOTS 18, OF SAID BLOCK 204, OF PROGRESSO;

TOGETHER WITH:
THE SOUTH 15 FEET OF LOTS 31, OF SAID BLOCK 204, OF PROGRESSO, LESS THE WEST 15 FEET THEREOF;

TOGETHER WITH:
THE 7.5 FOOT PLAT RESERVATION ALONG THE REAR OF ALL OF SAID LOTS FOR ALLEY PURPOSES;

LESS THAT PORTION OF ADDITIONAL RIGHT OF WAY AS DESCRIBED IN, OFFICIAL RECORD BOOK 28819, PAGE 1096 THROUGH 1098, OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA.

SAID LANDS LYING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA AND CONTAINING 40,488 SQUARE FEET (0.929 ACRES), MORE OR LESS.



LOCATION MAP:
NOT TO SCALE

SURVEY NOTES:

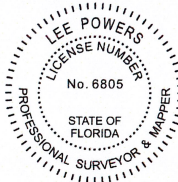
1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
2. KEITH AND ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER IS L.B.#6860.
3. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR AN ENCRYPTED DIGITAL SIGNATURE OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.
4. IT IS A VIOLATION OF THE STANDARDS OF PRACTICE PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID.
5. THIS SKETCH AND DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
6. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF SOUTH 87°51'37" WEST ALONG THE SOUTH LINE OF BLOCK 204, PROGRESSO, AS RECORDED IN PLAT BOOK 2, ON PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
7. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
8. THE INTENDED DISPLAY SCALE FOR THIS SKETCH IS 1"=50' OR SMALLER.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH & DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS WRITTEN UNDER MY DIRECTION ON MAY 9, 2018 MEETS THE STANDARDS OF PRACTICE PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AS APPLICABLE TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC.
CONSULTING ENGINEERS

LEE POWERS
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION No. 6805
STATE OF FLORIDA



Digitally signed
by Lee Powers
Date: 2018.12.27
16:02:18 -05'00'

SKETCH & DESCRIPTION

A PORTION OF LOTS 18 THRU 31,
BLOCK 204, PROGRESSO, PLAT
BOOK 2, PAGE 18, DADE COUNTY
RECORDS

FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

KEITH
ASSOCIATES, INC.
consulting engineers
301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mail@keith-associates.com LB NO. 6860

SHEET 1 OF 2

DRAWING NO. 07699.MD SKETCH & DESCRIPTION 01.DWG

DATE 5/9/18

SCALE N/A

FIELD BK. N/A

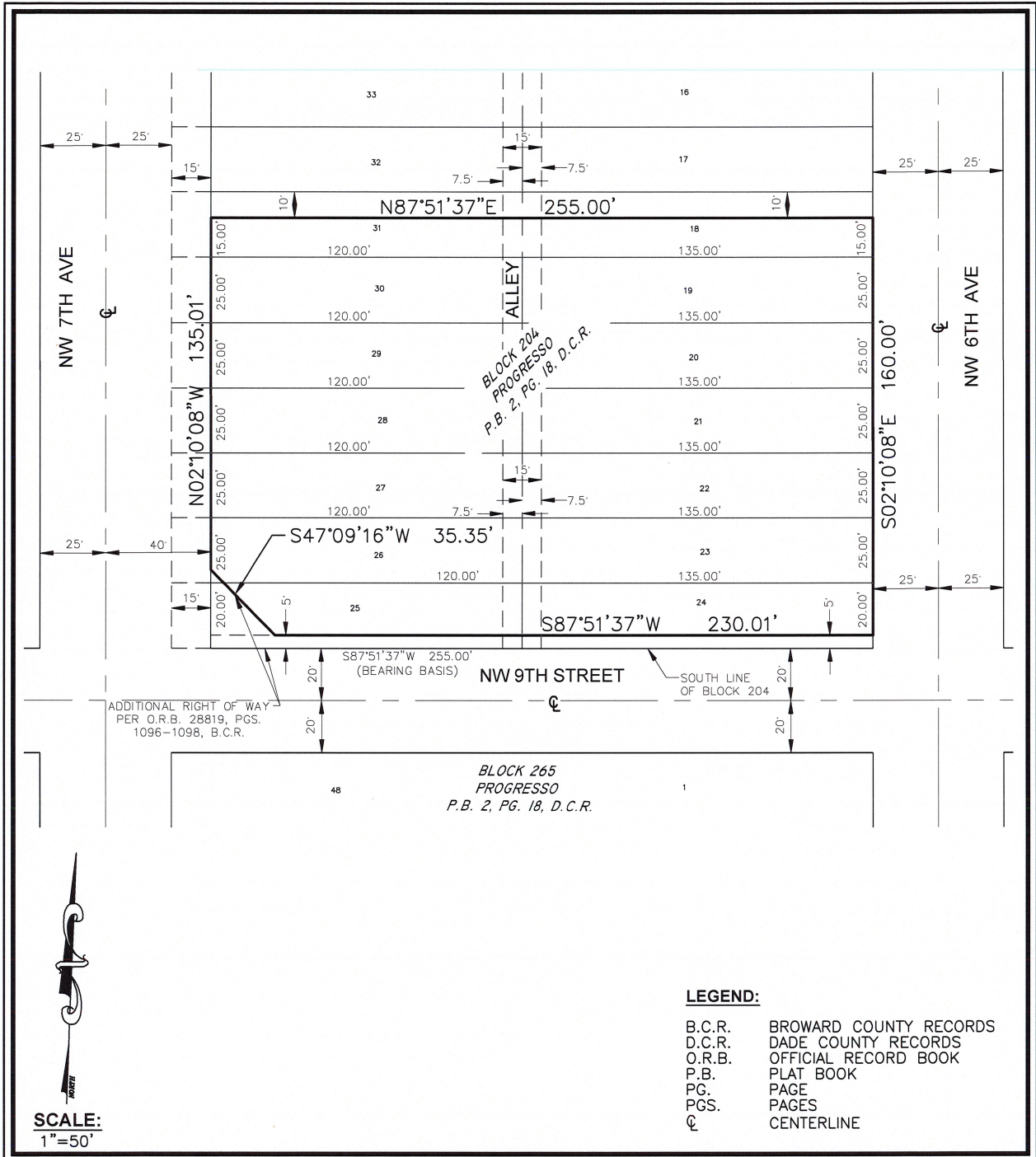
DWNG. BY DB

CHK. BY LP

DATE REVISIONS

09/12/18 REVISED BOUNDARY

12/27/18 COUNTY COMMENTS



SKETCH & DESCRIPTION	KEITH ASSOCIATES INC. consulting engineers	DATE	REVISIONS
A PORTION OF LOTS 18 THRU 31, BLOCK 204, PROGRESSO, PLAT BOOK 2, PAGE 18, DADE COUNTY RECORDS	301 EAST ATLANTIC BOULEVARD POMPANO BEACH, FLORIDA 33060-6643 (954) 788-3400 FAX (954) 788-3500 EMAIL: mail@keith-associates.com LB NO. 6860	5/9/18	09/12/18 REVISED BOUNDARY
FORT LAUDERDALE, BROWARD COUNTY, FLORIDA	SHEET 2 OF 2 DRAWING NO. 07699.MD SKETCH & DESCRIPTION 01.DWG	SCALE 1"=50'	12/27/18 COUNTY COMMENTS
		FIELD BK. N/A	
		DWNG. BY DB	
		CHK. BY LP	