

WHEN RECORDED RETURN TO:

Robert B. Dunckel,  
Assistant City Attorney  
City of Fort Lauderdale  
P.O. Drawer 14250  
Fort Lauderdale, FL 33302-4250

**THIRD AMENDMENT TO  
DECLARATION OF RESTRICTIVE COVENANTS AND PARTIAL RELEASE**

THIS THIRD AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS AND PARTIAL RELEASE (this "**Amendment**") is made this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between:

**CITY OF FORT LAUDERDALE**, a Florida municipal corporation,  
100 North Andrews Avenue, Fort Lauderdale, FL 33301, its successors  
or assigns (the "**City**")

and

**HOUSING AUTHORITY OF THE CITY OF FORT  
LAUDERDALE**, a public body corporate and body politic, pursuant to  
the authority granted in Section 421.08, Florida Statutes, 437 S.W. 4<sup>th</sup>  
Avenue, Fort Lauderdale, FL 33315, its successors or assigns (the  
"**Authority**")

**RECITALS**

A. By Special Warranty Deed (the "**Deed**") dated September 3, 2008 and recorded at Official Records Book 45808, Page 1615 in the Public Records of Broward County, Florida, the City conveyed to the Authority certain lands described therein (the "**Parcels**").

B. The Deed made reference to a Declaration of Restrictive Covenants (the "**Original Declaration**") dated September 3, 2008 and recorded at Official Records Book 45808, Page 1615 in the Public Records of Broward County, Florida, which was attached to the Deed and by acceptance of the Deed, the Authority also accepted the terms and conditions of the Original Declaration.

C. The Original Declaration was subsequently amended by that certain First Amendment to Declaration of Restrictive Covenants (the "**First Amendment**") dated June 2, 2010 and recorded at Official Records Book 47130, Page 1028 in the Public Records of Broward County, Florida, to, among other things, reflect the Authority's revitalization of the property described in the First Amendment (the "**Phase I Revitalization Property**").

D. The Original Declaration was further amended by that certain Second Amendment to Declaration of Restrictive Covenants (the "**Second Amendment**" and, together with the First Amendment and the Original Declaration, the "**Declaration**") dated February 5, 2013 and recorded at Official Records Book 49495, Page 877 in the Public Records of Broward County, Florida, to, among other things, reflect the Authority's revitalization of the property described in the Second Amendment (the "**Phase II Revitalization Property**").

E. The Authority developed the Phase I Revitalization Property (the "**Phase I Development**") and the Phase II Revitalization Property (the "**Phase II Development**") on a portion of the Parcels, leaving certain remaining Parcels set forth on Exhibit A attached hereto and made a part hereof undeveloped (collectively, the "**Surplus Parcels**").

F. The Authority and the City have amended the Conveyance, Development and Use Agreement, as previously amended by that certain First Amendment to Conveyance, Development and Use Agreement dated June 2, 2010 and that certain Second Amendment to Conveyance, Development and Use Agreement dated February 5, 2013, which serves as the basis of the Declaration, pursuant to that certain Third Amendment to Conveyance, Development and Use Agreement and Partial Release of even date herewith and desire to amend the Declaration to reflect the completion of the Phase I Development and the Phase II Development and to release the Surplus Parcels from the Declaration.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Declaration as follows:

1. Recitals. The foregoing recitals are hereby incorporated herein as true and correct.
2. Completion. The City hereby acknowledges and agrees that the completion of the Phase II Development, together with the Phase I Development, resulted in the successful development and completion of 38 rental units in satisfaction of the development requirements of the Declaration.
3. Release of Surplus Parcels. The City hereby expressly releases the Surplus Parcels from the Declaration as of and following the date hereof and any terms, conditions and restrictions contained in the Declaration and/or this Amendment shall be of no further force and effect with respect to the Surplus Parcels.
4. Amendments to Declaration.

(a) Section 4.2 of the Declaration is hereby deleted and replaced in its entirety with the following:

"4.2 Description of Buildings and Improvements. The Construction Project shall be constructed on the Parcels conveyed in accordance with applicable Building Code(s), ordinances and all other applicable City, County, State and Federal laws, rules, regulations, ordinances and requirements. Construction must meet the new construction standards set forth in 24 CFR Part 92. The Construction Project consists of the construction of at least 38 rental units constructed on the Parcels conveyed. The Authority and the City agree and acknowledge that (i) the development and completion of the Phase I Development satisfied the requirement to build 24 of the 38 required rental units to be constructed on the Parcels and (ii) the development and completion of the Phase II Development satisfied the requirement to build 14 of the 38 required rental units to be constructed on the Parcels such that, taken together, the Phase I Development and the Phase II Development satisfied the requirements of the Construction Project.

(b) Section 4.4 of the Declaration is hereby deleted and replaced in its entirety with the following:

"4.4 Schedule of Development of Project. Construction on a Parcel shall be deemed to have commenced upon issuance of a building permit for vertical construction of the Buildings and Improvements thereon. Authority shall substantially complete construction on a Parcel and secure Certificate(s) of Occupancy and Certificate(s) of Completion for all Buildings and Improvements thereon within eighteen (18) months from commencement of construction on such Parcel, unless extended by other provisions of this Agreement or separate agreement signed by the City, through its City Manager. The Authority and the City agree and acknowledge that construction on the Phase I Revitalization Property and the Phase II Revitalization Property has been completed in full compliance with the terms hereof."

(c) Section 4.4.2 of the Declaration is hereby deleted and replaced in its entirety with the following:

"4.4.2 [Intentionally Deleted.]"

(d) The definition of the term "Parcels" in the Declaration is hereby amended to exclude the Surplus Parcels set forth on Exhibit A of this Amendment, it being understood and agreed by the City and the Authority that, as of the date hereof, all Buildings and Improvements constituting the Rental Project under the Declaration have been developed and completed in full compliance with the terms of the Declaration as the Phase I Development and the Phase II Development, including in compliance with any applicable schedule contained in the Declaration.

5. Conflicting Provisions. The provisions of this Amendment shall supersede any conflicting provisions in the Declaration. Otherwise, all other terms and provisions of the Declaration shall remain as written and in full force and effect. Except as expressly provided herein, this Amendment shall not constitute an amendment, waiver, consent or release with respect to any provision of the Declaration, a waiver of any default thereunder or release of any of the City's or the Authority's rights and remedies.

6. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the Authority, the City and their respective successors and assigns.

7. Counterparts. This Amendment may be executed in counterparts and all such counterparts shall be deemed to be originals and together shall constitute one and the same instrument.

8. Defined Terms. Capitalized terms not otherwise defined herein shall have the same meaning given to such defined term in the Declaration.

[Signature appears on next page]

SIGNATURE PAGE  
TO  
THIRD AMENDMENT TO  
DECLARATION OF RESTRICTIVE COVENANTS AND PARTIAL RELEASE

IN WITNESS WHEREOF, the Authority and the City have executed this Third Amendment to Declaration of Restrictive Covenants and Partial Release as of the day and year first above written.

WITNESSES:

CITY OF FORT LAUDERDALE

\_\_\_\_\_

By: \_\_\_\_\_  
John P. "Jack" Seiler, Mayor

\_\_\_\_\_  
[Witness type or print name]

\_\_\_\_\_

By: \_\_\_\_\_  
Lee R. Feldman, City Manager

\_\_\_\_\_  
[Witness type or print name]

ATTEST:

(CORPORATE SEAL)

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Robert B. Dunckel,  
Assistant City Attorney

[Signatures continue on next page]

SIGNATURE PAGE  
TO  
THIRD AMENDMENT TO  
DECLARATION OF RESTRICTIVE COVENANTS AND PARTIAL RELEASE

STATE OF FLORIDA            )  
  ) ss.  
COUNTY OF BROWARD        )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by JOHN P. "JACK" SEILER, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgment)

\_\_\_\_\_  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires:

\_\_\_\_\_  
Commission Number

STATE OF FLORIDA            )  
  ) ss.  
COUNTY OF BROWARD        )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by LEE R. FELDMAN, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgment)

\_\_\_\_\_  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires:

\_\_\_\_\_  
Commission Number

[Signatures continue on next page]

SIGNATURE PAGE  
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WITNESSES:

HOUSING AUTHORITY OF THE CITY OF FORT  
LAUDERDALE

\_\_\_\_\_

By: \_\_\_\_\_  
Tam A. English, Executive Director

\_\_\_\_\_  
[Witness type or print name]

\_\_\_\_\_

\_\_\_\_\_  
[Witness type or print name]

STATE OF FLORIDA            )  
  ) ss.  
COUNTY OF BROWARD        )

This instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2015, by TAM A. ENGLISH, Executive Director of the HOUSING AUTHORITY OF THE CITY OF FORT LAUDERDALE. He is personally known to me and did not take an oath.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgment)

\_\_\_\_\_  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires:

\_\_\_\_\_  
Commission Number

**SURPLUS PARCELS**

The following Parcels constitute the "Surplus Parcels":

1. Parcel "D" – 1200 Blk. N.W. 7th Street  
Lot 11, Block "B" HOME BEAUTIFUL PARK, according to the Plat thereof, as recorded in Plat Book 2, Page 47 of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida.

Broward County Tax Folio No. 5042-04-04-0260

Being the same property shown as Parcel "D" in that Special Warranty Deed & Declaration of Restrictive Covenants from the City of Fort Lauderdale to the Housing Authority of the City of Fort Lauderdale dated September 3, 2008 and recorded in Official Records Book 45808, Page 1615 on November 14, 2008.

2. Parcel "E" – 650 N.W. 14th Avenue  
Lots 28 and 29, Block 1, LINCOLN PARK CORRECTED PLAT, according to the Plat thereof, as recorded in Plat Book 5, Page 2 of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida.

Broward County Tax Folio No. 5042-04-11-0140

Being the same property shown as Parcel "E" in that Special Warranty Deed & Declaration of Restrictive Covenants from the City of Fort Lauderdale to the Housing Authority of the City of Fort Lauderdale dated September 3, 2008 and recorded in Official Records Book 45808, Page 1615 on November 14, 2008.