

Prepared by and return to:

Name: Nectaria M. Chakas, Esq.
Lochrie & Chakas, P.A.
Address: 1401 E. Broward Boulevard
Suite 200
Ft. Lauderdale, FL 33301

SPACE ABOVE THIS LINE FOR PROCESSING DATA

DECLARATION OF RESTRICTIVE COVENANTS

This DECLARATION OF RESTRICTIVE COVENANTS (“Declaration”) is made this ____ day of _____, 20____ by GDC BROWARD RB, LLC, a Delaware limited liability company (“Declarant”) for the benefit of BROWARD COUNTY, FLORIDA, a political subdivision of the State of Florida (“County”).

W I T N E S S E T H:

WHEREAS, Declarant (and the other owners that have executed a joinder to this Declaration) are the fee simple owners of approximately 24.6 acres of land located in the City of Ft. Lauderdale (“City”) more particularly described in **Exhibit A** attached hereto and made a part hereof (“Property”); and

WHEREAS, Declarant made an application to County to change the Property’s land use designation under the County Land Use Plan (Application PC 13-3) from Medium High Residential (25) to Commercial (“Land Use Amendment”); and

WHEREAS, in an effort to mitigate the impacts of the proposed Land Use Amendment, Declarant has agreed to place certain restrictions on the development of the Property as set forth below.

NOW, THEREFORE, in consideration of the promises and covenants herein contained, Declarant hereby declares that the Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, and regulations hereinafter set forth, all of which shall run with the Property and any part thereof and which shall be binding upon all parties having any right, title or interest in such property or any part thereof, their heirs, successors and assigns.

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein by reference.
2. **Property Development.** Development of the Property is hereby restricted to those uses permitted in the City and County “Commercial” Land Use Plan designation.
3. **Traffic Mitigation.** Declarant shall mitigate the impacts of the Land Use Amendment in the following manner:
 - a) **Proportionate share contribution.** During the County’s environmental review of the construction plans for the first building permit for a structure within the Property, Declarant shall pay the proportionate share contribution of \$144,146.00 for improvements to the County’s Signal Engineering Improvements on Broward Boulevard

between SW 31st Avenue and I-95. The proportionate share amount shall be adjusted every October 1 by the amount of change reflected for previous twelve (12) month period in the Implicit Price Deflator of the Gross National Product prepared by the United States Department of Commerce Bureau of Economic Analysis. This obligation may also be satisfied at any time prior to County environmental review approval by paying the total mitigation amount as adjusted annually.

b) Prior to the issuance of a certificate of occupancy for any use within the Property, Declarant shall design, obtain all necessary permits and construct an exclusive northbound right turn lane on Riverland Road between SW 13 Street and Davie Boulevard. This improvement must include installation of type F curb and gutter and a 6-foot wide sidewalk. The cost estimate for this improvement, approved by the Broward County Highway Construction and Engineering Division, is \$83,726.00. The final design is subject to the review and approval of the Highway Construction and Engineering Division prior to commencement of construction.

c) Access to the Property along SW 24th Avenue. Vehicular access to and from the Property along SW 24th Avenue shall be limited to right in and left out only.

d) Concurrency fees. The above mitigation improvements are in addition to the payment of any applicable transit/transportation concurrency fees in effect at the time Declarant submits its construction plans for approval by the County.

4. Amendments, Releases and Termination. This Declaration 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 of the portion of the Property affected by such modification, amendment, or release and approved in writing by County. The appropriate governmental authority of 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.

5. Recordation and Effective Date. This Declaration shall not become effective and shall not be recorded in the Public Records of Broward County, Florida, until after all necessary approvals by 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 County's approval of the application. Once recorded, this Declaration shall run with the land for the sole benefit of County and shall bind all successors-in-interest with respect to the Property.

6. Enforcement. This covenant shall not give rise to any other cause of action by any parties than County, and no parties other than County shall be entitled to enforce Sections 3a), 3b) and 3d) above of this Declaration. Section 3c) above may be enforced by the City of Ft. Lauderdale as a condition of any site plan approval. Any failure by County to enforce this Declaration shall not be deemed a waiver of the right to do so thereafter.

7. Severability. If any court of competent jurisdiction shall declare any section, paragraph or part of this Declarant 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.

8. 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 caption, heading 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.

9. Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Florida and venue for any litigation arising hereunder shall lie in the Seventeenth Judicial Circuit in and for Broward County, Florida.

10. Notice. Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by certified mail, return receipt requested, postage prepaid to the address of the Property owner as reflected on the tax assessor's records for the affected Property.

IN WITNESS WHEREOF, Declarant has executed this Declaration on the day first above written.

WITNESSES:

Signature

Print Name

Signature

Print Name

DECLARANT:

GDC BROWARD RB, LLC, a Delaware limited liability company

By: Gatlin Partners 3, LLC, a Delaware limited liability company, its managing member

By: _____

Franklin C. Gatlin, III, its managing member

Address: 888 E. Las Olas Boulevard
Suite 600
Ft. Lauderdale, FL 33301

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ___ day of _____, 2014, by Franklin C. Gatlin III as managing member of GATLIN PARTNERS 3, LLC, a Delaware limited liability company, as managing member of GDC BROWARD RB, LLC, a Delaware limited liability limited partnership, freely and voluntarily on behalf of said corporation. He is personally known to me or has produced _____ as identification or is known to me personally.

Notary Public

Typed, printed or stamped name of Notary Public
My Commission Expires:

EXHIBIT A

THE PROPERTY
(Sketch and Legal Description)

JOINDER AND CONSENT TO DECLARATION OF RESTRICTIVE COVENANTS

ARCO PROPERTY MANAGEMENT, LLC, a Florida limited liability company, as the current fee simple owner of a portion of the Property described in Exhibit A to the foregoing Declaration of Restrictive Covenants, hereby joins in and consents to the Declaration.

Signed, Sealed and Delivered in the Presence of:

By: _____
Name: _____

ARCO PROPERTY MANAGEMENT, LLC, a Florida limited liability company

By: _____
Name: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)

)SS:

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____, as _____ of ARCO PROPERTY MANAGEMENT, LLC, a Florida limited liability company, on behalf of such entity, who (check one) [] is personally known to me or [] has produced _____ as identification.

Print Name: _____
NOTARY PUBLIC
State of Florida
My Commission Expires:

JOINDER AND CONSENT TO DECLARATION OF RESTRICTIVE COVENANTS

BRIAN PATTULLO, individually, as the current fee simple owner of a portion of the Property described in Exhibit A to the foregoing Declaration of Restrictive Covenants, hereby joins in and consents to the Declaration.

Signed, Sealed and Delivered in the Presence of:

By: _____
Name: _____

By: _____
Name: _____

By: _____
BRIAN PATTULLO

STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Brian Pattullo, who (check one) [] is personally known to me or [] has produced _____ as identification.

Print Name: _____
NOTARY PUBLIC
State of Florida
My Commission Expires:

JOINDER AND CONSENT TO DECLARATION OF RESTRICTIVE COVENANTS

CARL T. WALDRON, individually, as the current fee simple owner of a portion of the Property described in Exhibit A to the foregoing Declaration of Restrictive Covenants, hereby joins in and consents to the Declaration.

Signed, Sealed and Delivered in the Presence of:

By: _____
Name: _____

By: _____
Name: _____

By: _____
CARL T. WALDRON

STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Carl T. Waldron, who (check one) is personally known to me or has produced _____ as identification.

Print Name: _____
NOTARY PUBLIC
State of Florida
My Commission Expires:

JOINDER AND CONSENT TO DECLARATION OF RESTRICTIVE COVENANTS

DONALD T. SWINARSKI a/k/a DONALD T. SWINARSKI, JR., individually, as the current fee simple owner of a portion of the Property described in Exhibit A to the foregoing Declaration of Restrictive Covenants, hereby joins in and consents to the Declaration.

Signed, Sealed and Delivered in the Presence of:

By: _____
Name: _____

By: _____
Name: _____

By: _____
DONALD T. SWINARSKI

STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Donald T. Swinarski, who (check one) [] is personally known to me or [] has produced _____ as identification.

Print Name: _____
NOTARY PUBLIC
State of Florida
My Commission Expires:

JOINDER AND CONSENT TO DECLARATION OF RESTRICTIVE COVENANTS

RIVERBEND SOUTH, LLC, a Florida limited liability company, as the current fee simple owner of a portion of the Property described in Exhibit A to the foregoing Declaration of Restrictive Covenants, hereby joins in and consents to the Declaration.

Signed, Sealed and Delivered in the Presence
of:

RIVERBEND SOUTH, LLC, a Florida limited liability
company

By: _____
Name: _____

By: BROWARD BARRON, INC., a Florida
corporation, its Managing Member

By: _____
Name: _____

By: _____
George Rahael, President

STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ___ day of _____, 2014, by George Rahael, as President of Broward Barron, Inc., a Florida corporation, Managing Member of RIVERBEND SOUTH, LLC, a Florida limited liability company, on behalf of such entity, who (check one) [] is personally known to me or [] has produced _____ as identification.

Print Name: _____
NOTARY PUBLIC
State of Florida
My Commission Expires:

JOINDER AND CONSENT TO DECLARATION OF RESTRICTIVE COVENANTS

GEORGE BERGER and ARLENE M. BERGER, husband and wife, as the current fee simple owner of a portion of the Property described in Exhibit A to the foregoing Declaration of Restrictive Covenants, hereby joins in and consents to the Declaration.

Signed, Sealed and Delivered in the Presence
of:

By: _____
Name: _____

By: _____
Name: _____ GEORGE BERGER

By: _____
Name: _____

By: _____
Name: _____ ARLENE M. BERGER

STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ___ day of _____, 2014, by George Berger, who (check one) [] is personally known to me or [] has produced _____ as identification.

Print Name: _____
NOTARY PUBLIC
State of Florida
My Commission Expires:

STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ___ day of _____, 2014, by Arlene M. Berger, who (check one) [] is personally known to me or [] has produced _____ as identification.

Print Name: _____
NOTARY PUBLIC
State of Florida
My Commission Expires:

JOINDER AND CONSENT TO DECLARATION OF RESTRICTIVE COVENANTS

CITY OF FORT LAUDERDALE, a Florida municipal corporation, as the current fee simple owner of a portion of the Property described in Exhibit A to the foregoing Declaration of Restrictive Covenants, hereby joins in and consents to the Declaration.

Signed, Sealed and Delivered in the Presence of:

CITY OF FORT LAUDERDALE, a Florida municipal corporation

By: _____

Name: _____

By: _____

John P. "Jack" Seiler, Mayor

By: _____

Name: _____

By: _____

Name: _____

By: _____

Lee R. Feldman, City Manager

By: _____

Name: _____

ATTEST:

Jonda Joseph, City Clerk

APPROVED AS TO FORM:

Asst. City Attorney: _____

STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by John P. "Jack" Seiler, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida, who (check one) [] is personally known to me or [] has produced _____ as identification.

Print Name: _____
NOTARY PUBLIC
State of Florida
My Commission Expires:

STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ___ day of _____, 2014, by Lee R. Feldman, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida, who (check one) [] is personally known to me or [] has produced _____ as identification.

Print Name: _____
NOTARY PUBLIC
State of Florida
My Commission Expires:

JOINDER AND CONSENT TO DECLARATION OF RESTRICTIVE COVENANTS

FIFTH THIRD BANK, an Ohio banking corporation, as the current mortgagee of a portion of the Property described in Exhibit A to the foregoing Declaration of Restrictive Covenants, hereby joins in and consents to the Declaration.

Signed, Sealed and Delivered in the Presence
of:

FIFTH THIRD BANK, an Ohio banking corporation

By: _____
Name: _____

By: _____
Print Name: _____
Title: _____

By: _____
Name: _____

By: _____
Name: _____

By: _____
Print Name: _____
Title: _____

By: _____
Name: _____

STATE OF FLORIDA)
)SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2014, by _____, as _____ of FIFTH THIRD BANK, an Ohio banking corporation, on behalf of the corporation, who (check one) [] is personally known to me or [] has produced _____ as identification.

Print Name: _____
NOTARY PUBLIC, State of Florida
My Commission Expires:

STATE OF FLORIDA)
)SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2014, by _____, as _____ of FIFTH THIRD BANK, an Ohio banking corporation, on behalf of the corporation, who (check one) [] is personally known to me or [] has produced _____ as identification.

Print Name: _____
NOTARY PUBLIC, State of Florida
My Commission Expires:

