

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants (the “Declaration”) is made this __ day of ____ 2023, by **Performing Arts Center Authority** (hereinafter referred to as the “Lessee”), an independent special district, in favor of the **City of Fort Lauderdale**, a municipal corporation of the State of Florida (hereinafter referred to as the “City”).

PREAMBLE

WHEREAS, the Lessee entered into a lease with the City for the real property located at 707 NE 8th Street, Fort Lauderdale, Florida 33304; and commonly referred to as the Parker Playhouse (hereinafter referred to as the “Parker”); and legally described (Folio No. 504202320010) in Exhibit “A” attached hereto.

WHEREAS, construction for the Parker was completed on or around December 1966, and the interior areas represent a certain style of construction reminiscent of the Classical Modern Style.

WHEREAS, the Parker has undergone significant rehabilitation that was completed in 2022 that has maintained historical elements within the interior of the building.

WHEREAS, the Lessee desires to make a voluntary and binding commitment to insure that the interior of Parker shall be preserved and maintained in its current form, as described below and as shown in photographs in Exhibit “B” attached hereto.

NOW THEREFORE, the Lessee voluntarily and knowingly covenants and agrees that the Parker shall be subject to the following declarations and restrictions, which shall be deemed covenants running with, touching and concerning the land and binding upon the Lessee, its heirs, successors and/or assigns as follows:

Section 1. The recitals are true and correct and hereby incorporated as if fully set forth herein.

Section 2. The Lessee and the City hereby makes the following voluntary declarations running with and touching the land regarding the Parker:

- (a) Modifications, alterations or any changes to interior features of the Parker outlined in subsection (b) below shall require review and comment by the City Commission of the City of Fort Lauderdale using definitions and criteria consistent with Section 47-24.11 of the City’s Unified Land Development Regulations.
- (b) It is the intent of the City that the interior areas, as described within this subsection, of the Parker shall be preserved, protected and maintained in perpetuity in its current form. The Lessee shall take all reasonable steps and actions, including without limitation, budgeting appropriate funds, to maintain the historical nature and aspects of the interior areas of the Parker. The interior areas of the Parker are unique and important to the culture and history of the City of Fort Lauderdale. Any modification,

alteration or change to the interior areas of the Parker, as described within this subsection, shall require review and comment by the City Commission using definitions and criteria consistent with Section 47-24.11 of the City's Unified Land Development Regulations. These interior areas include the portion of the original façade as visible from the interior lobby, decorative painted and coffered ceilings in the side lobbies, the proscenium, and general seating arrangement and size of seats within the theater.

- (c) All work as defined in subsections (a) and (b) above on the Parker shall be done in accordance with the United States of America Secretary of the Interior's Standards for Rehabilitation and the City of Fort Lauderdale Historic Preservation Design Guidelines. Modifications, alterations or any changes to the interior of the Parker as outlined in subsection (b) above shall be subject to the jurisdiction of the Historic Preservation Board of the City of Fort Lauderdale.
- (d) The requirements in this Declaration of Restrictive Covenants shall be binding upon the City and the Lessee.

Section 3. Interior Area Descriptions. Descriptions provided of interior features are to be used in addition to definitions within Section 47-24.11 of the City's Unified Land Development Regulations.

- (a) Original Façade. A portion of the original façade is located within interior of the main lobby and is visible within this space.
- (b) Decorative Painted Ceilings. The decorative painted ceilings located at the southeast and southwest corners of the side lobbies.
- (c) Coffered Ceilings. Square coffered ceilings located in the east and west side lobbies.
- (d) Proscenium. The decorative opening in the wall that separates the stage from the auditorium and provides the arch that frames the opening.
- (e) Theater Seating. General seating arrangement and size of seats within the theater auditorium space.

Section 4. Effective Date. This Declaration shall become effective upon recordation in the Public Records of Broward County, Florida, and shall continue in effect in perpetuity. This instrument shall constitute a covenant running with the land of the Parker. These restrictions shall be a limitation upon all present and future owners, tenants, subtenants, licensees, concessionaires, and any and all other parties claiming by, through or under the foregoing parties of the Parker and shall be for the public welfare, as part of the preservation of this building.

Section 5. Modification, Amendment, Release. This instrument may only be modified, amended, or released as to the Parker, or any portion thereof, by a written instrument executed by the City Manager of the City and with legal form approved by the City Attorney.

Section 6. Inspection and Enforcement. This Declaration may be enforced by any means provided by law. The City is a beneficiary of this Declaration. An enforcement action may be brought by the City by action in law or in equity, including, without limitation, an injunction or

specific performance, against any party or person violating or attempting to violate any covenants, conditions or restrictions of this Declaration, either to restrain violations, compel compliance or recover damages. However, the goal is to preserve the appearance of the interior of the Parker and damages will not be a sufficient remedy in most instances. The prevailing party in the action or suit shall be entitled to recover cost and reasonable attorney's fees, including at the appellate level.

Section 7. Severability. Invalidation of any of these covenants by judgment of court shall not affect any of the other provisions of the Declaration, which shall remain in full effect.

Section 8. Recording. This Declaration shall be filed of record among the Public Records of Broward County, Florida, at the City's expense within (10) days of execution by the City and Lessee.

Section 9. Miscellaneous Provisions. This Declaration shall be construed and enforced according to the Laws of the State of Florida. Venue in any proceeding between the parties shall lie in Broward County, Florida. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the parties' consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction. The parties irrevocably waive any rights to a jury trial. Title and paragraph headings are for convenient reference and are not part of this Agreement. No waiver or breach of any provision of this Declaration shall constitute a waiver of any provision of a subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing. Except for the Ground Lease, this Declaration constitutes the sole and entire agreement between the parties hereto as to the matter herein. No modification or amendment hereto shall be valid unless in writing and executed according to Section 4 herein.

[Signature Pages to Follow]

Signed, witnessed, executed and acknowledged on this ___ day of _____, 2023.

WITNESSES

Print Name: _____

Print Name: _____

Performing Arts Center Authority, an independent special district organized under the laws of the State of Florida

By: _____

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2023, by _____ as _____ of Performing Arts Center Authority, an independent special district organized under the laws of the State of Florida. He/She is ___ personally known to me or ___ has produced _____, as identification, and did take an oath.

Notary Public State of Florida at Large

Print Name
My Commission Expires: _____

WITNESSES

Print Name: _____

Print Name: _____

CITY OF FORT LAUDERDALE

By: _____

Greg Chavarria, City Manager

ATTEST:

By: _____

David R. Soloman, City Clerk

APPROVED AS TO FORM:

D'Wayne Spence, Interim City Attorney

By: _____

Lynn Solomon, Assistant City Attorney

EXHIBIT "A"
Legal Description – The Parker Playhouse

Tract "A," THEATRE CENTER, according to the Plat thereof recorded at Plat Book 63, Page 5 of the Public Records of Broward County, Florida; said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida

EXHIBIT "B"

Photographs

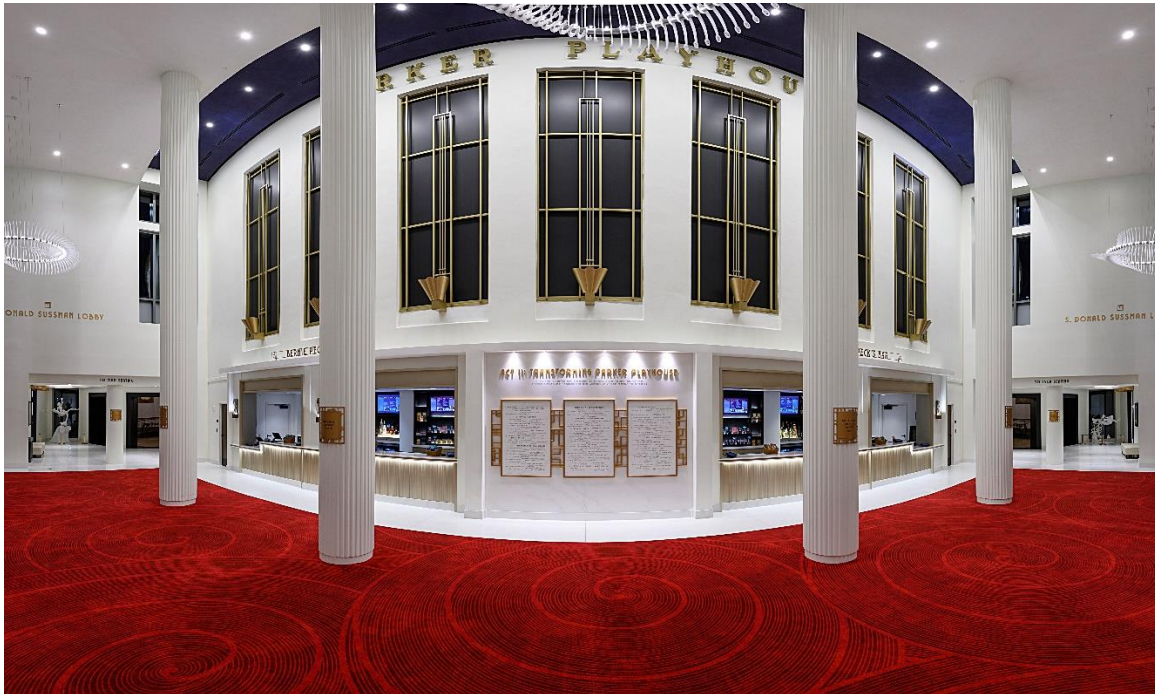


Figure 1: Main Lobby (Section 4(a)) with Original Facade

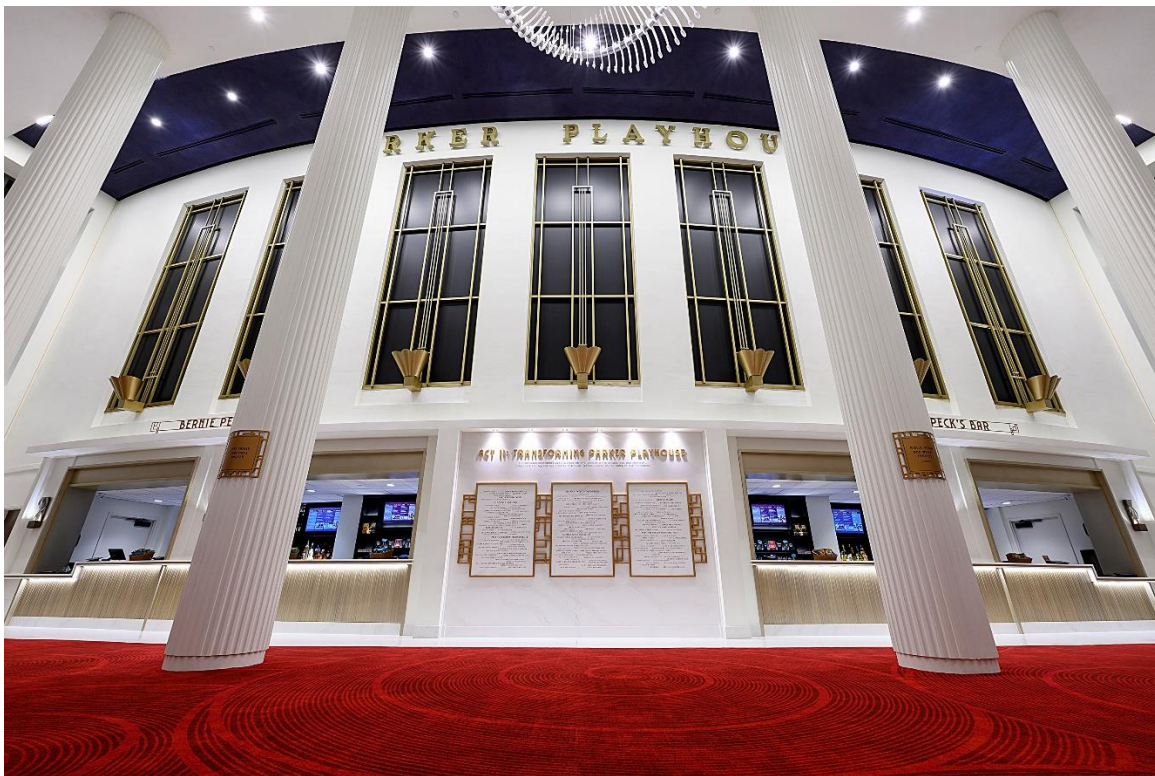


Figure 2: Main Lobby (Section 4(a)) with Original Facade in Lobby with Original Facade



Figure 3: East Lobby showing Decorative Painted Ceilings (Section 4(b)) and Coffered Ceilings (Section 4 (c))



Figure 4: East Lobby showing Decorative Painted Ceilings (Section 4(b)) and Coffered Ceilings (Section 4 (c))



Figure 5: Proscenium (Section 4(d)) and Theater Seating (Section 4(e)) in Lillian S. Wells Hall



Figure 6: Proscenium (Section 4(d)) and Theater Seating (Section 4(e)) in Lillian S. Wells Hall figure 4: Theater Seating in Lillian S. Wells Hall



Figure 7: Theater Seating (Section 4(e)) in Lillian S. Wells Hall