

Document prepared by and,
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Reserved for Recording

<p>DECLARATION OF RESTRICTIVE COVENANTS, UNITY OF CONTROL AND RECIPROCAL EASEMENT AGREEMENT IN LIEU OF UNITY OF TITLE</p>
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KNOW ALL MEN BY THESE PRESENT that the undersigned, CITY OF OAKLAND PARK, a Florida municipal corporation, whose address is 3650 NE 12th Avenue, Oakland Park, Florida 33334 (the “City”), the URBAN LEAGUE OF BROWARD COUNTY, INC., a Florida not-for-profit company, whose address is 560 NW 27th Avenue, Fort Lauderdale, FL 33311 (the “Developer”), and HARRIS CHAPEL, INC., a Florida not-for-profit company, whose address is 2351 NW 26th Street, Oakland Park, FL 33311 (the “Church”) (the Developer and the Church are sometimes collectively referred as the “Owners”), hereby make, declare, and impose on the land herein described, this Declaration of Restrictive Covenants, Unity of Control and Reciprocal Easement Agreement in Lieu of Unity of Title (this “Declaration”), and the covenants running with the title to the land contained herein, which shall be binding on the Owners and the City, all heirs, grantees, successors, affiliates, assigns, personal representatives, and upon all mortgagees, lessees, and all others presently or in the future claiming any interest in the Property, as described below.

WHEREAS, the Owners collectively hold the fee simple title to certain property located in the City of Oakland Park, Broward County, Florida consisting of approximately 19.43 acres known, as more particularly described by the legal description contained in **Exhibit A** (the “Property”). The Developer’s portion of the Property is approximately _____ acres, as more particularly described by the legal description contained in **Exhibit B** and the Church’s portion of the Property is approximately _____ acres, as more particularly described by the legal description contained in **Exhibit C**.

WHEREAS, the Owners intend to develop the Property with a mixed-income, mixed-ages, and mixed ownership, residential development community that will include approximately 469 affordably constructed residential units comprised of 355 Midrise multi-family residences and 114 townhomes residences (each a “Residential Unit” and collectively, the “Residential Units”). The Residential Units will include options for both home ownership and rental. In addition to the Residential Units, the proposed development of the Property will also include planned renovation of certain portions of the existing improvements, which include a religious place of worship church, a multi-purpose community facility, an early learning child care center, a life enrichment center, a community garden and other ancillary or associated uses (collectively, the “Village @ Oakland Park”).

WHEREAS, the Owners fully intend and represent that the 355 multifamily rental units to be developed as part of the Village @ Oakland Park are intended to be affordable and suitably treated as

workforce housing in alignment with the income limits set forth by the Florida Housing Finance Corporation and the Broward County Housing Finance guidelines for persons having a total anticipated annual income of up to 140% of the Area Median Income for a period not to exceed thirty (30) years. Restrictions on the 114 fee-simple for-sale residential units may be subject to the income limits set forth by the Florida Housing Finance Corporation and the Broward County Housing Finance guidelines for persons having a total anticipated annual income of up to 140% of the Area Median Income and will be limited to any restriction or other encumbrance on any such unit arising from an affordable housing-related subsidy received by the purchaser of such unit.

WHEREAS, for the proper development and use of the Property, the Owners shall provide for mutual and reciprocal easements and rights-of-way, for the purpose of ingress and egress, parking, drainage, and utilities of whatsoever nature located within the Property, the enjoyment of which cross-easements shall be shared by the respective parties owning any portion of the Property and their respective heirs, successors, assigns and successors in title to all or part of the Property, and to the tenants, lessees, agents, employees, guests and invitees of the Owners of the Property or any portion thereof and guests and invitees or tenants and lessees legally occupying the Property.

WHEREAS, in connection with the Owners' application to re-zone the Property, the City has requested an acknowledgment that the Owners, their respective successors and assigns in title to the Property shall abide by all applicable terms and conditions of that certain Master Development Plan titled Village @OAKLAND PARK, OAKLAND PARK, FLORIDA, prepared by ZYSCOVICH & Design @Form Architects, approved on _____, 202_ and dated _____, 202_, as the same may be amended, and as attached hereto as **Exhibit D** (the "Site Plan").

WHEREAS, Owners, their respective successors, affiliates and assigns, desire to accede to the City's request that this Declaration be recorded in the Public Records of Broward County, Florida and shall be binding upon the Property until terminated as set forth below.

COVENANT

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the above recitals and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is acknowledged, the Owners agree as follows:

1. Recitals. The above recitals and findings set forth preamble of this Declaration are true and correct and are hereby adopted by reference and incorporated herein as if fully set forth in this Section.

2. Unified Control. The Owners of the Property hereby agree and declare that (i) for the purpose of this Declaration, the Property shall be considered as one plot and parcel of land, and (ii) so long as this instrument shall remain in effect, any and all conveyances or transfers of all or any portion of the Property by the Owner, its heirs, grantees, successors, affiliates, assigns, or personal representatives shall be subject to the terms and restrictions of this Declaration as if any such heir, grantee, successor, affiliate, assign, or personal representative were a party hereto or a signatory hereof.

3. Use of Property. The Owners desire to create separate developments within the Property with separate ownership but pursuant to one general plan which forms one cohesive development. As such, the Property shall be developed in substantial conformity with the Site Plan and shall meet the land development requirements as if they are one lot. Owners further acknowledge that Owners, their respective successors, affiliates, and assigns, are required to abide by all applicable provisions of the City's approved Site Plan for the Property and all plans, specifications, agreements, and requirements as herein set forth, together with an enforceable agreement on the part of the owner of the property the plan shall not be

developed in any other way except in substantial court with said plans, justifications, agreements and requirements as part of the Site Plan for the Poverty.

4. Maintenance of Common Site Plan Elements. Owners acknowledge and agree that the Owners, their respective heirs, grantees, successors, affiliates, assigns, or personal representatives, designees, managers, or agents shall maintain all common Site Plan Elements, including access drives and easements, landscaping, irrigation, lighting, shared drainage facilities, utilities, and any other elements necessary to ensure the proper upkeep and maintenance of Property. In order to (i) establish various easements and licenses between and for the benefit of the Owners and (ii) establish and enforce a general plan for the continued use, maintenance and any further development of the Property, and to enhance and protect the value, desirability and attractiveness of the Property, the Owners agree to create and reserve the easements and to establish certain basic maintenance standards and obligations with respect to the Property, which shall be, in all respects, compliance with Sec. 24-96(B)(3) (Subdivision layouts and improvement standards; Private Streets) of the City's Land Development Code ("LCD"). Said easements and maintenance standards and obligations are to be set forth in the REA (as defined below). The Owners further acknowledge and agree that in the event that either a homeowners association ("HOA"), pursuant to Chapter 720, Florida Statutes, or a condominium association ("CA"), pursuant to Chapter 719, Florida Statutes, is established to operate a residential community on any portion of the Property, the governing documents, including such HOA's or CA's declarations of covenants and restrictions, shall acknowledge the association's obligation for ownership, operation and maintenance of the common/reserve areas, signage, lighting, ingress and egress to and on internal streets, drainage system, sidewalks and swale areas landscaping and easement areas on any portion of the Property pursuant to the REA, as well as compliance with the Sec. 24-96(B)(3) of the LCD.

5. Declaration Binding on Initial Owners and Subsequent Owners. The Owners further agree that prior to the sale of any portion of the Property and prior to the issuance of any building permit affecting any part of the Property, the Owners shall enter into (and record in the Public Records of Broward County, Florida) a Reciprocal Easement and Operating Agreement (the "REA") which shall include, but is not limited to:

- a. Access easements for streets and roads across the common area of each parcel to public and private roads, and providing for maintenance of all private streets and delivery of public services such as fire, refuse, sewer, water, cable, and others to such streets;
- b. A non-exclusive easement for the passage and parking of vehicles over, on and across areas within the Property constituting the parking areas;
- c. A non-exclusive easement for the right-of-way of pedestrians and vehicular ingress and egress over, on and across the areas within the Property constituting driveways and roadways, as shown on the Site Plan;
- d. A non-exclusive easement over, above and across the Property for the discharge, drainage, use, detention and retention of storm water runoff pursuant to the approved drainage plans;
- e. Easements on each such parcel for construction of buildings and improvements in favor of each such other parcel;

f. Easements upon each such parcel in favor of each adjoining parcel for the installation, use, maintenance, repair, replacement, and removal of common construction improvements such as footing, supports, and foundations;

g. Easements on each parcel for building overhangs and other overhangs and projections encroaching upon such parcel from adjoining parcel such as, by way of example, marquees, canopies, lights, lighting devices, awnings, wing walls, and the like;

h. Appropriate reservation of rights to grant easements to utility companies;

i. Appropriate agreements between the owners of the several parcels as to the obligation to maintain and repair all private roadways, parking facilities, common areas, common facilities, and the like;

j. A non-exclusive easement for the installation, operation and maintenance of utilities necessary to serve all portions of the Property, including, but not limited to, the right to install, maintain, use, repair and replace underground pipes, duct, conduits and cables necessary to transmit and distribute electricity, gas, water, sewer, cable television, drainage, telephone, lighting and other utilities and common public services under such present and future areas of the Property constituting parking areas, driveways and roadways, as shown on the Site Plan, and through the other portions of the Property which specifically provide for and contain such utility lines, provided the same does not materially interfere with the use and enjoyment of any portion of the Property;

k. A non-exclusive easement for the surface water management and drainage necessary to serve all portions of the Property over, under and across such areas within the Property constituting parking areas, driveways, roadways and retention areas, as shown on the Site Plan which specifically provide for and contain surface water management and drainage facilities, provided the same does not materially interfere with the use and enjoyment of any portion of the Property;

l. Appropriate allocation of costs and other financial obligations; and

l. Usual and customary default, enforcement and remedy provisions.

This Declaration and the REA shall run with the land and be binding on the initial Owners and their respective heirs, grantees, successors, affiliates, assigns or personal representatives. The REA shall be recorded in the Public Records of Broward County, Florida and a copy furnished to the Directors of Community and Economic Development, Planning and Zoning, Building Regulatory Unit, Public Works or their respective designees.

6. Maintenance of Shared/Common Facilities. Pursuant to the REA, the Owners of each Property, including any HOA and CA established to operate on any portion of the Property, shall be responsible for the perpetual operation, maintenance and repair of all improvements, located within or upon its respective Property, which are not provided, operated or maintained at public expense.

7. Prohibition of Multiple Unit Ownership. Since the overall development scheme of the Property is to benefit individual members of the community and create a mixed-income, mixed-age, and mixed ownership residential community, no person or married couple shall own or lease more than two (2)

Residential Units at any given time. The purpose of this prohibition is for the overall development to benefit as many individual members of the community as possible. The Owners agree to record a notice of this prohibition in the Public Records of Broward County, Florida.

8. Covenants Run with the Land. The Owners agree that the easements, covenants and restrictions herein shall be perpetual and are intended to be and shall be construed as a covenant running with the land, as provided by law, and shall run with, be appurtenant to, binding upon all owners, future owners, mortgagees, lessees and others presently or in the future having any interest in the Property, and shall inure to the benefit of the Owners and the City and shall be enforceable by the parties hereto and their respective heirs, successors and assigns, and all parties claiming under them and may not be amended without the prior written consent of the City.

9. Term of Declaration. The provisions of this Declaration shall become effective upon their recordation in the Public Records of Broward County, Florida, and may not be terminated or modified in any way except by means of an instrument executed by the Owners of the Properties after the prior written consent of the City Manager subject to the approval of the City Attorney as to legal form and correctness, or their respective designees or successors, upon the demonstration and affirmative finding that the same is no longer necessary to preserve and protect the Property for the purposes herein intended.

10. Amendments, Modifications, Releases. The provisions of this Declaration may be amended, modified, or released by a written instrument executed by the (i) then Owner(s) of the Property (or if any portion of the Property has been submitted to the condominium or homeowners form of ownership, then by the association established to operate the condominium or residential community in lieu of all of the owners thereof) and (ii) the Director of Community and Economic Development, or designee, subject to the approval of the City Attorney as to legal form and correctness, or their respective designees or successors upon the demonstration and affirmative finding that the Covenant is no longer necessary to preserve and protect the Property for the purposes herein intended. All amendments, modifications, or releases of this Declaration shall be executed in the manner enumerated in this section and shall be recorded in the Public Records of Broward County, Florida in order for the amendment, modification, or release to be valid and effective.

11. Owners' Restrictions/Unobstructed Use. No owner of any portion of the Property shall take or fail to take any action or do or fail to do anything which would, or have the effect of, impeding, obstructing or preventing any other person or entity having rights under this Declaration from their full and complete use and enjoyment of the easements herein granted or granted in the REA. Without limiting the generality of the foregoing, free and full access to, from and across all portions of the Property which constitute parking areas, driveways, and roadways on the Site Plan shall not be blocked, obstructed or impeded without the express prior written consent of the other party.

12. Mutual Indemnification/Sovereign Immunity. Each party shall indemnify, insure, save, and hold harmless the other from and against all liens or other losses, damages, expenses or liabilities (including reasonable attorneys' fees) incurred by the indemnified party and arising out of or in connection with the use of the other party's portion of the Property by the indemnifying party, its tenants, guests, agents, employees, customers, licensees, and invitees, as well as the successors and assigns of each of them. Nothing herein is intended to serve as a waiver of sovereign immunity by the City, to which sovereign immunity may be applicable or of any rights or limits of liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Declaration and shall be fully binding until such time as any proceeding brought on account of this Declaration is barred by any applicable statute of limitations.

13. Estoppel Certificates. In the event that either party hereto or its successors, affiliates, or assigns shall desire to inquire as to the status of the other party's performance of or compliance with the obligations imposed in this Declaration, the inquiring party shall be entitled to receive from the other party on twenty (20) days' prior written notice, an estoppel certificate which states whether any party hereto is in default of its obligations hereunder and whether, when, and to what extent any monies may be due from one party to another hereunder.

14. Insurance. The Owners shall maintain comprehensive general liability and property damage insurance coverage in commercially reasonable amounts for the duration of this Declaration. City is insured for General Liability, Automobile Liability, Property and Workers' Compensation, and will provide a certificate of coverage to Developer, naming Developer the certificate holder. Developer will provide a certificate of coverage for General Liability, Automobile Liability, Property and Workers' Compensation to the City, and will name the City certificate holder and additionally insured under General Liability and Automobile Liability.

15. Security. Prior to the issuance of the final certificates of occupancy for the Residential Units, certain internal roadway improvements, more particularly described on the composite sketch and legal descriptions attached hereto as **Exhibit E** ("Internal Roadway Improvements"), shall be completed, but may, at the Owners' discretion, be constructed in one or two phases. Within 30 days of the issuance of a permit for the Internal Roadway Improvements, the Owners shall provide the City with a surety bond, approved by the City, equal to 110% of the costs of the applicable Internal Roadway Improvements, whether in one or two phases as applicable, ("Security"). The amount of the Security shall be determined by the estimated cost of the Internal Roadway Improvements, whether constructed in one or two phases, as established by a budget, plan, and specifications prepared by the Owners with the approval of the City. The Security shall be maintained by Owners until the applicable phase of the Internal Roadway Improvements are completed and the Security shall secure the Owners' obligation to perform the applicable phase of the Internal Roadway Improvements. The Security shall be returned by the City to Owners within thirty (30) days if this Agreement is terminated or at such time as the applicable phase of the Internal Roadway Improvements or are completed as determined by Owners' engineer's certificate of completion provided to the City. Subject to the City's written approval, the Security may be reduced as the applicable phase of the Internal Roadway Improvements are completed. Upon delivery of the Security, the City may look to the Security for any breach of Owners' obligations under this Agreement. The City may also withhold the issuance of a certificate of occupancy for the Residential Units on the Property should any applicable phase of the Internal Roadway Improvements are not be completed in accordance with this Agreement.

16. Cumulative and Waiver. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedy, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies, or privileges as may be available to it.

17. Default. In the event either party fails to perform the terms, provisions, agreements, or covenants hereunder, the same shall constitute an event of default under this Declaration. Upon an event of default which is not cured within thirty (30) days after written notice thereof from the non-defaulting party to the defaulting party, the non-defaulting party shall be entitled to pursue any available remedy at law or equity.

18. Litigation and Attorneys' Fees. In the event it shall be necessary for either party to this Declaration to bring suit to enforce any provision hereof or for damages on account of any breach hereof, the prevailing party in any such litigation and any appeals therefrom shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs or expenses of such litigation and reasonable attorneys' fees as fixed by the court.

19. Warranty of Title. Each party hereby warrants to the other that it (i) owns the fee simple title to its Property, (ii) has good right and lawful authority to convey the rights hereby granted, and (iii) its Property is not encumbered by any matters which could prohibit or interfere with the rights hereby granted for the purposes contemplated herein.

20. Miscellaneous.

a. Each Covenant in this Declaration is an independent and separate covenant. If any term or provision of the Declaration, or the application thereof to any person or circumstance, should to any extent be invalid or unenforceable, the remainder of the Declaration and application of such term or provision to person or circumstances other than those to which it is held invalid or unenforceable will not be affected thereby, and each term and provision of this Declaration will be valid and enforceable to the fullest extent permitted by law.

b. The Owners agree that this instrument shall be recorded in the Public Records of Broward County, Florida.

c. Failure of any party to insist upon or enforce its rights under this Declaration will not constitute a waiver of such rights.

d. This Declaration and the rights created hereby, including, but not limited to, the access and cross easements shall be paramount and superior to all leases, conveyances, transfers, assignments, contracts, mortgages, deeds of trusts and other encumbrances affecting the Property, from and after the date of recording of the Declaration. Any person acquiring possession to, title of, or interest in the Property or any portion thereof shall do so subject to this Declaration. Any transferee of any interest in any portion of the Property by any means whatsoever shall be deemed, by acceptance of such interest, to have agreed to be bound by all of the provisions of this Declaration.

e. The rights hereby granted shall run with the land and be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns, any purchaser at a foreclosure sale, the successors and assigns of all of such parties, as well as the tenants, guests, agents, employees, customers, licensees and invitees of each of them. Nothing contained herein shall limit, in any manner, the Owners or their successors and/or assigns' right to mortgage or encumber the Property or any part thereof.

21. Counterparts/Electronic Signature. This Declaration may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Declaration. The parties shall be entitled to sign and transmit an electronic signature of this Declaration (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Declaration upon request.

22. Recordation. This Declaration will be e-recorded by the City of Oakland Park, at the Owner's expense, in the Public Records of Broward County, Florida upon full execution.

IN WITNESS WHEREOF, this Declaration has been executed as of the day and year first above written.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

Signed, Sealed and Delivered
in the Presence of:

By: _____
Name: _____

By: _____
Name: _____

CITY:

CITY OF OAKLAND PARK,
a Florida municipal corporation

By: _____

Printed
Name: _____

Title: _____

Date: _____

STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ___ day of _____ 202_, by
_____, the _____ of CITY OF OAKLAND PARK, a Florida municipal corporation.
He/She is personally known to me or has produced _____ as identification.

(Notary Seal)

Notary Public, State of Florida
Printed Name _____

My Commission Expires _____

Signed, seal and delivered
in the presence of:

Name: _____

Name: _____

DEVELOPER:

**URBAN LEAGUE OF BROWARD COUNTY,
INC.,**

a Florida not-for-profit company

By: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF FLORIDA)

)SS:

COUNTY OF BROWARD)

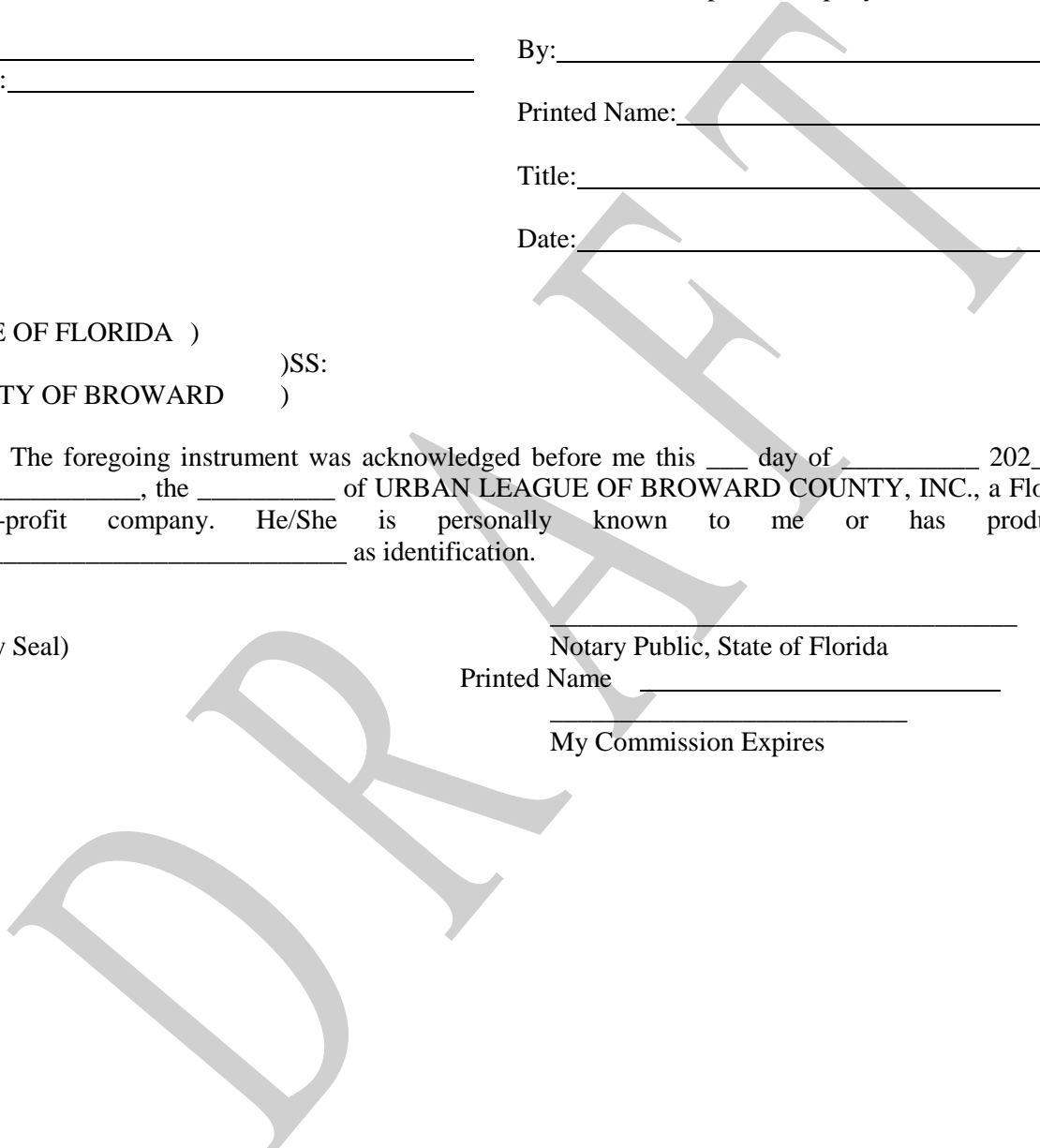
The foregoing instrument was acknowledged before me this ___ day of _____ 202_, by _____, the _____ of URBAN LEAGUE OF BROWARD COUNTY, INC., a Florida not-for-profit company. He/She is personally known to me or has produced _____ as identification.

(Notary Seal)

Notary Public, State of Florida

Printed Name _____

My Commission Expires



Signed, seal and delivered
in the presence of:

Name: _____

Name: _____

CHURCH:

HARRIS CHAPEL, INC., a Florida not-for-profit
company

By: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF FLORIDA)

)SS:

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____ 202_, by
_____, the _____ of HARRIS CHAPEL, INC., a Florida not-for-profit company.
He/She is personally known to me or has produced _____ as identification.

(Notary Seal)

Notary Public, State of Florida

Printed Name _____

My Commission Expires

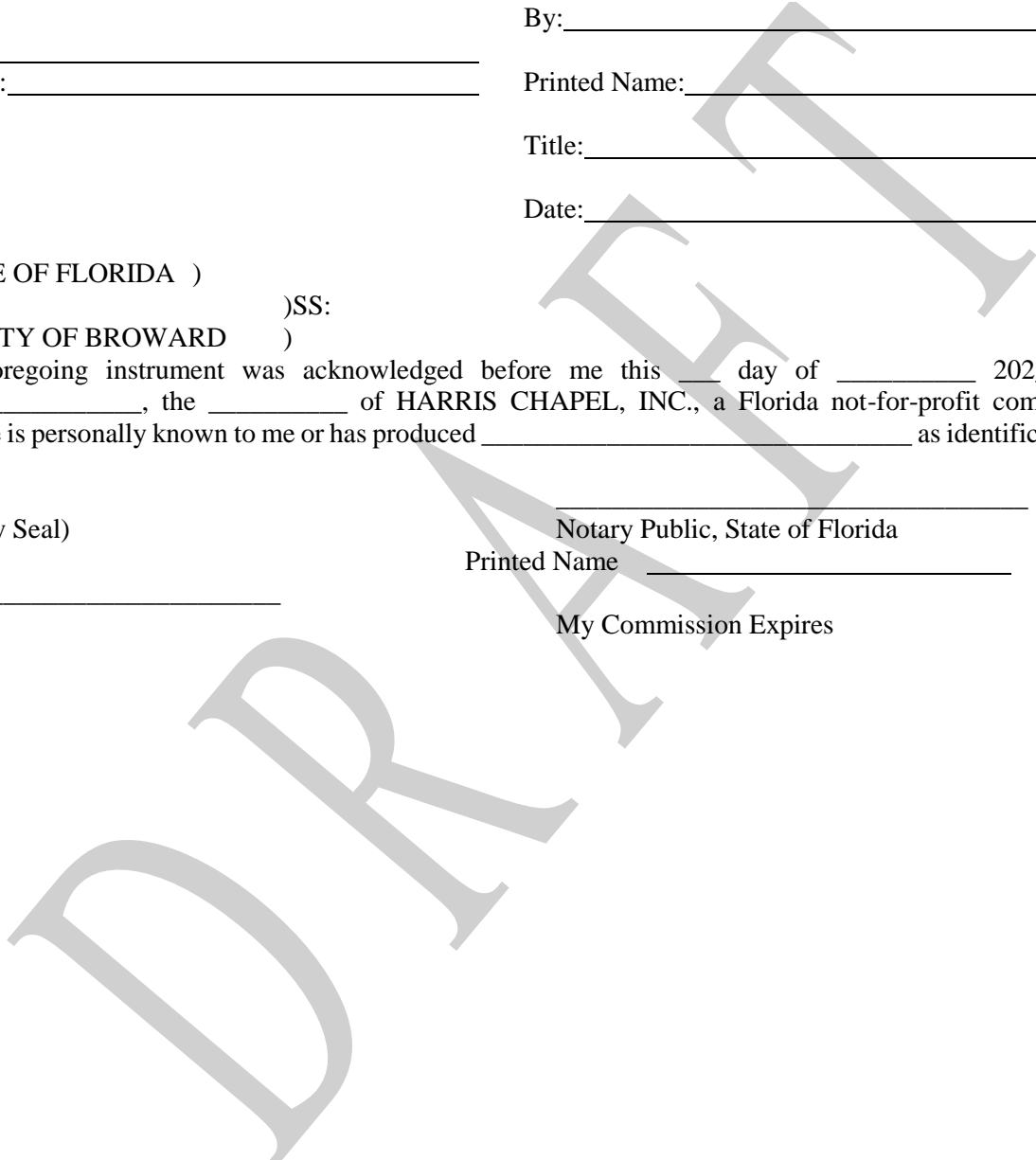


EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

DRAFT

EXHIBIT B

LEGAL DESCRIPTION OF THE DEVELOPER'S PROPERTY

DRAFT

EXHIBIT C

LEGAL DESCRIPTION OF THE CHURCH'S PROPERTY

DRAFT

EXHIBIT D

SITE PLAN

DRAFT

EXHIBIT E

INTERNAL ROADWAY IMPROVEMENTS

DRAFT