

Prepared by and Return To:
Scott Backman, Esq.
Dunay, Miskel & Backman, LLP
14 SE 4th Street, Suite 36
Boca Raton, FL 33432

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenant ("Restrictive Covenant") is executed this 19th day of AUGUST, 2022, by LOTIS WELLINGTON, LLC, a Florida limited liability company, having an address of 2300 Glades Road, Suite 202E, Boca Raton, FL 33431 ("Owner"), and shall be for the benefit of the Village of Wellington, a political subdivision of the State of Florida with a post office address at 12300 Forest Hill Boulevard, Wellington, FL 33414 ("Village").

RECITALS

WHEREAS, Owner is the owner in fee simple of the real property identified as Tract R2 ("Property") as shown on the plat of LOTIS WELLINGTON, according to the plat thereof, as recorded in Plat Book _____ Page _____ of the Public Records of Palm Beach County, Florida; and

WHEREAS, Owner intends to establish a community which falls under the exemption to the Fair Housing Amendments Act of 1988 (hereinafter referred to as the "Fair Housing Act"), thereby allowing for the prohibition of residents of the community nineteen years of age or younger, except for a period of time not to exceed a total of sixty days per calendar year.

NOW, THEREFORE, Owner hereby declares that the Property shall be held, maintained, transferred, sold, conveyed and owned in perpetuity subject to the terms and conditions and restrictions set for in this declaration as follows:

1. **Recitals.** The recitals contained above are true and correct and incorporated herein by reference.
2. **Covenant Running with the Land.** This Restrictive Covenant shall run with and touch the land and shall inure to the benefit of Wellington and the public.
3. **Binding Effect.** Owner agrees that this Restrictive Covenant is binding upon Owner and all subsequent owners and mortgagees of the Property.
4. **Purpose of Restrictive Covenant.** The general purpose of this Restrictive Covenant is to ensure that Tract R2 will continue to prohibit children nineteen years of age or younger from residing in the community except for a period not to exceed a total of sixty days per calendar year and the community continues to fall under the exemption of the Fair Housing Act.
5. **Use Restriction.** The use of the Property shall be restricted to purposes consistent with a congregate living facility. Owner hereby covenants and agrees and acknowledges that children nineteen years of age or younger are prohibited from residing on the Property except for a period not to exceed a total of sixty (60) calendar days per year per person. The Owner shall include this occupancy restriction in all leases used for the rental of any age-restricted residential unit.

Exhibit F e)
DORC - Age Restriction
To be recorded after Plat recordation

6. **Modification, Amendment, Release.** This Restrictive Covenant shall not be modified, amended or released as to any portion of Tract R2 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 by majority vote of the Village Council. Any amendment, modification or release of this Restrictive Covenant shall be recorded in the Public Records of Palm Beach County, Florida.
7. **Recording and Effective Date.** This Restrictive Covenant shall be recorded in the Public Records of Palm Beach County, Florida. Once recorded, the restrictions herein shall run with the Property and shall remain in full force and effect and be binding upon Owner and its heirs, successors and assigns until such time as the same are modified, amended or released as provided for herein.
8. **Severability.** Invalidation of any one of these provisions, by judgment of court, shall not affect any of the other provisions which shall remain in full force and effect.
9. **Third Party Beneficiary Rights.** This Restrictive Covenant is not intended to create, nor shall it be in anyway interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.
10. **Captions, Headings and Titles.** Paragraph captions, headings and titles inserted throughout this Restrictive Covenant are intended as a matter of convenience only and in no way shall such captions, headings 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 Restrictive Covenant.
11. **Entire Agreement.** This Restrictive Covenant sets forth the entire understanding and agreement between the Developer and Wellington. No other agreements or obligations will be created or implied by virtue of this Restrictive Covenant. This instrument does not grant Wellington any use, possessory, right, easement, or any other rights with respect to the Property beyond those set forth herein.
12. **Governing Law and Venue.** This Restrictive Covenant shall be governed by and construed in accordance with the laws of the State of Florida and venue shall lie in Palm Beach County.
13. **Attorney's Fees.** If any legal or equitable action or other proceeding is required to be brought to enforce the Restrictive Covenant, the successful and prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred in that action or proceeding in addition to any other relief to which such party may be entitled.
14. **Duration and Renewal.** This Restrictive Covenant and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens contained in this Restrictive Covenant shall run with and bind all of the lands described in Exhibit A and shall inure to the benefit of Wellington, its respective legal successor or assign, for the term of 90 years from the date of this Amended Restrictive Covenant, after which time this Restrictive Covenant shall be automatically renewed and extended for successive periods of 10 years each, unless at least one year prior to the termination of the 90 year period or before each such 10 year extension, as the case may be, there is recorded in the Public Records of Palm Beach County, Florida an instrument terminating this Restrictive Covenant in accordance with the requirements of paragraph 10 above.

[Signature Pages Begin on the Following Page]

IN WITNESS WHEREOF, Owner has executed this Covenant on the day first above written.

OWNER:

LOTIS WELLINGTON, LLC,
a Florida limited liability Company

By: Lotis Wellington Holding, LLC, a
Florida limited liability company, its
Member

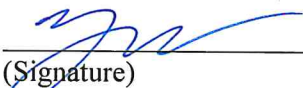
By: Lotis Wellington Venture, LLC, a
Florida limited liability company, its
Member

By: JKM Wellington Capital, LLC, a
Florida limited liability company, its
Member

WITNESSES:

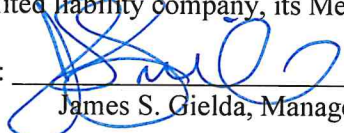

(Signature)

MUNARO KASSER
(Print Name)


(Signature)


ZACK HOBROCK
(Print Name)

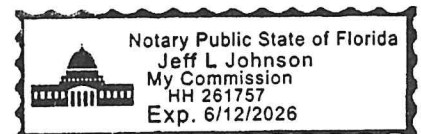
By: Lotis Capital Fund, LLC, a Florida
limited liability company, its Member

By: 
James S. Gielda, Manager

STATE OF FLORIDA)
COUNTY OF PAUM BEACH) SS:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28 day of JUNE, 2022, by James S. Gielda as Manager of Lotis Capital Fund, LLC, a Florida limited liability company, as Member of JKM Wellington Capital, LLC, a Florida limited liability company, as Member of Lotis Wellington Venture, LLC, a Florida limited liability company, as Member of Lotis Wellington Holding, LLC, a Florida limited liability company, as Member of Lotis Wellington, LLC, a Florida limited liability company, who ☒ is personally known to me, or ☐ presented the following identification: _____.

Notary Public
sign 
print JEFF L. JOHNSON
State of Florida at Large (Seal)
My Commission Expires:



CONSENT OF MORTGAGEE

LV Wellington LLC, a Florida limited liability company ("Mortgagee"), being the present holder of that certain Mortgage and Security Agreement given in favor of Mortgagee by Lotis Wellington LLC, a Florida limited liability company ("Mortgagor") and recorded on April 1, 2022, in Official Records Book 33438, Page 1180 of the Public Records of Palm Beach County, Florida (the "Mortgage"), hereby consents to the foregoing Declaration, and agrees that upon any foreclosure or deed in lieu related to the Mortgage, Mortgagee, and its successors and assigns, shall be subject to and bound by the Declaration, and shall not in any foreclosure proceeding take any action to terminate the Declaration.

Dated: August 19, 2022

Mortgagee:

LV Wellington LLC,
a Florida limited liability company

By: LV Lending LLC, a Florida limited liability company, its Manager

By: [Signature]
Camilo Niño, Manager

[Signature]
Signature of Witness #1

Alen Hernandez
Printed name of Witness #1

[Signature]
Signature of Witness #2

Daniela Sanmartin B
Printed name of Witness #2

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19 day of August, 2022, by Camilo Niño, as Manager of LV Lending LLC, a Florida limited liability company, the Manager of LV Wellington LLC, a Florida limited liability company, who ☐ is personally known to me, or ☒ presented the following identification:
DL

[Signature]
Notary Public
Name: Ileana Alvarado
My Commission Expires: April 05 2026

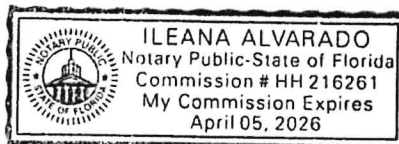


EXHIBIT "A"

A parcel of land being comprised of Tract 10, Tract 11, a portion of Tract 13, Tract 14, Tract 15 and a portion of Tract 16, Block 18, together with a portion of the 25 foot wide Road Reservation lying between Tracts 10, 11, 12, 13, 14, 15 and 16, Block 18, together with a portion of the variable width Road Reservation lying West of Tract 10, Block 18, The Palm Beach Farms Co Plat No. 3, according to the plat thereof, as recorded in Plat Book 2, Pages 45 through 54, the Public Records of Palm Beach County, Florida, being more particularly described as follows:

BEGINNING at the Southwest corner of WELLINGTON MUPD, according to the plat thereof, as recorded in Plat Book 101, Page 132 of the Public Records of Palm Beach County, Florida;

thence North 88°59'11" East, along the South line of said WELLINGTON MUPD plat, a distance of 611.96 feet to the Southeast corner of said WELLINGTON MUPD plat, said point being on the West Right-of-Way line of State Road No. 7 (U.S. 441) as laid out and in use;

thence South 01°37'52" West, along said West Right-of-Way line and the West line of Parcel 115 according to that certain Warranty Deed, as recorded in Official Records Book 9427, Page 665 of the Public Records of Palm Beach County, Florida, a distance of 686.86 feet to a point being on the South line of Tract 13, Block 18 of said Palm Beach Farms Co Plat No.3;

thence South 89°00'05" West, along the South line of Tracts 13, 14, 15, 16, Block 18 and the Westerly extension thereof, of said Palm Beach Farms Co Plat No. 3, a distance of 2369.64 feet to a point being on a line lying 40.00 feet East of and parallel with (as measured at right angles) the West line of the East one-half of Section 12, Township 44 South, Range 41 East, Palm Beach County, Florida;

thence North 01°28'32" East, along said parallel line, a distance of 660.33 feet to a point being on the Westerly extension of the North line of Tract 16, Block 18 of said Palm Beach Farms Co Plat No. 3;

thence South 89°00'05" West, along the Westerly extension of the North line of Tract 16, Block 18 of said Palm Beach Farms Co Plat No. 3, a distance of 40.04 feet to the West line of the East one-half of said Section 12;

thence North 01°28'32" East, along the West line of the East one-half of said Section 12, a distance of 685.35 feet to a point being on the Westerly extension of the North line of Tracts 10 and 11, Block 18 of said Palm Beach Farms Co Plat No. 3;

thence North 89°00'05" East, along said Westerly extension and the North line of Tracts 10 and 11, Block 18 of said Palm Beach Farms Co Plat No. 3, a distance of 1769.21 feet to a point being on the West line of said WELLINGTON MUPD plat;

thence South 01°09'58" East, along the West line of said WELLINGTON MUPD, a distance of 658.44 feet to the POINT OF BEGINNING;

Said lands situate, lying and being in Section 12, Township 44 South, Range 41 East, Village of Wellington, Palm Beach County, Florida.