

**This Instrument Prepared by:**  
Stephen J. Grave de Peralta, Esq.  
PG Law  
5030 Champion Blvd., Suite G11-281  
Boca Raton, Florida 33496  
561.325.6510

Property Appraiser's ID #:

73-42-43-27-05-018-0100	73-42-43-27-05-018-0140
73-42-43-27-05-018-0110	73-41-44-12-00-000-5010
73-42-43-27-05-018-0130	73-41-44-12-00-000-5020

CFN 20220391353  
OR BK 33854 PG 979  
RECORDED 9/22/2022 12:45 PM  
Palm Beach County, Florida  
Joseph Abruzzo, Clerk  
Pgs: 979 - 987; (9pgs)

## DECLARATION OF UNITY OF CONTROL

THIS DECLARATION OF UNITY OF CONTROL ("**Declaration**") is made this 22<sup>nd</sup> day of AUGUST, 2022, by Lotis Wellington, LLC, a Florida limited liability company ("**Declarant**").

### RECITALS:

A. Declarant is the owner of Property in Village of Wellington, Palm Beach County, Florida more particularly described by the legal description as contained on Exhibit "A" attached hereto (the "**Property**"), which Property is intended to be developed in accordance with the site plan approved by Village of Wellington, a copy of which is attached hereto as Exhibit "B" ("**Site Plan**").

B. The Declarant has agreed with the Village of Wellington that, for the proper development of the Property, the Declarant shall provide for mutual and reciprocal right-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 any owner of any Property or any portion thereof and guests and invitees of tenants and lessees legally occupying any Property.

C. Village of Wellington has a health, safety, and welfare interest in safe and efficient traffic circulation on the road and driveway system and the establishment of common drainage and utilities through the establishment of this Unity of Control that covers the Property.

D. Village of Wellington is a third-party beneficiary to this Declaration.

NOW, THEREFORE, in consideration of the grants and agreements herein made and in consideration of \$10.00 in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant hereby subjects the Property to the following restrictions:

1. Recitals. The foregoing recitals are incorporated herein by reference as though set forth in detail in this place.
2. Unified Control. All structures, uses, and parking areas on the Property will operate as a single unified planned development, regardless of ownership. In furtherance of the foregoing, the Property shall be developed in accordance with the Site Plan and shall meet the land development requirements as if they are one lot. Notwithstanding the foregoing, lots, parcels, tracts, or other portions of the Property may be separately encumbered by one or more mortgages, and/or separately sold or conveyed, whether such conveyances are pursuant to foreclosure sale or any other type of sale or conveyance, without the consent of the Village of Wellington or any other party.
3. Easements. The Declarant does hereby dedicate, grant, and establish for the benefit of the Property and for the owners of any portion thereof (as well as their respective employees, agents, guests, invitees, mortgages, tenants, lessees, subtenants, licensees, heirs, successors, and assigns) the following easements:
  - a. 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.
  - b. A non-exclusive easement for the parking of vehicles over, on and across the areas within the Property constituting parking areas.
  - c. 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, ducts, conduits, and cables as 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 or other facilities, provided the same does not materially interfere with the use and enjoyment of any portion of the Property.
  - d. A non-exclusive easement for 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, and roadways, 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.
  - e. Declarant and, as applicable, its heirs, successors, and assigns, shall provide for the perpetual operation and maintenance of all shared/common facilities and improvements which are not provided, operated, or maintained at public expense on the Property. Declarant shall have the right, without the consent of Village of Wellington or any other party, to assign any of such obligations to Lotis Wellington Property Owner's Association, Inc., the Florida not-for-profit



corporation formed for the purpose of performing certain functions with respect to the Property, including, without limitation, the maintenance obligations with respect to shared/common facilities and improvements.

4. Covenants Run with the Land. All of the covenants, easements, and restrictions herein will be perpetual and will constitute covenants running with the land, will be binding upon any and all persons and entities, their respective successors in interest, assigns, heirs, and personal representatives having or hereafter acquiring any right, title, or interest in and to all or any portion of the Property, and all benefits deriving therefrom will accrue to the benefit of all persons and entities, their respective successors in interest, tenants, licensees, assigns, heirs, and personal representatives having or hereafter acquiring any right, title, or interest in all or any portion of the Property.
5. Modification and Termination. This Declaration may not be terminated or modified in any way except by means of an instrument executed by the then-current owners of the Property and any parties holding mortgages encumbering all or any portion of the Property, with the prior written consent of the Zoning Director or Zoning Manager of the Village of Wellington, or of any other appropriate employee or official of the Village of Wellington authorized to approve and consent to any such instrument.
6. Owners' Restrictions. 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. 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.
7. 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 persons 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. This covenant shall be recorded in the Public Records of Palm Beach 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 cross easements, shall be paramount and superior to all leases, conveyances, transfers, assignments, contracts, mortgages, deeds of trust, and other encumbrances affecting the Property from and after the date of recording of this 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. Nothing contained in this Declaration shall preclude the Declarant or its successors in interest to all or any portion of the Property from imposing further covenants not inconsistent with the terms and conditions of this Declaration.

- e. Third-party beneficiary Village of Wellington has the right to enforce the terms set forth in this Declaration through legal, equitable, or administrative proceedings.
- f. The venue for any legal action regarding this Declaration shall be in Palm Beach County, Florida.

*[SIGNATURES AND ACKNOWLEDGMENTS ON FOLLOWING PAGES]*

[SIGNATURE PAGE TO DECLARATION OF UNITY OF CONTROL]

IN WITNESS WHEREOF, Grantor has executed this Easement as of the date set forth above.

**GRANTOR:**

Lotis Wellington, LLC, a Florida limited liability company

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

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

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

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

Richard Kresser

Signature of Witness #1

Richard Kresser

Printed name of Witness #1

Brady S Hooker

Signature of Witness #2

Brady S Hooker

Printed name of Witness #2

By: Adam P. Freedman  
Adam P. Freedman, Manager

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22 day of AUGUST, 2022, by Adam P. Freedman, as Manager of Lotis Capital Fund, LLC, a Florida limited liability company, as a Member of JKM Wellington Capital, LLC, a Florida limited liability company, as a Member of Lotis Wellington Venture, LLC, a Florida limited liability company, as a Member of Lotis Wellington Holding, LLC, a Florida limited liability company, as a Member of Lotis Wellington, LLC, a Florida limited liability company, who ☒ is personally known to me, or ☐ presented the following identification:

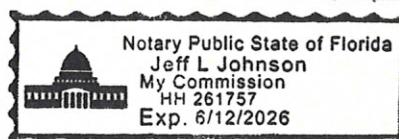
\_\_\_\_\_.

Jeff L. Johnson

Notary Public

Name: Jeff L. Johnson

My Commission Expires: 6/12/2026





### CONSENT OF LENDER

The undersigned ("**Lender**"), being the present holder of that certain Mortgage and Security Agreement recorded on April 1, 2022, in Official Records Book 33438, Page 1180, in the Public Records of Palm Beach County, Florida (the "**Mortgage**"), does hereby consent to the Declaration of Unity of Control ("**Declaration**").

Lender is executing this document solely to provide its consent to the Declaration as Lender only and not as an agent, joint venturer, or partner of any of the other parties hereto. The consent granted herein is expressly limited to the Declaration and shall not be deemed a consent to or as a waiver of any other conditions or requirements in the Mortgage or any other documents pertaining to the loan held by the Lender; provided, however, that in consenting to the foregoing Declaration, Lender does not undertake or assume any of the obligations or responsibilities of the Declarant or any other party under the Declaration.

Dated: August 19, 2022

**Lender:**

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

Suan Lopez

Printed name of Witness #1

[Signature]

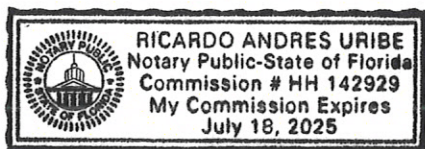
Signature of Witness #2

Alen Hernandez

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:



[Signature]

Notary Public

Name: RICARDO URIBE

My Commission Expires: July 18, 2025

**EXHIBIT "A"**  
**THE PROPERTY**

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, 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 North line of Tract 16, Block 18 of said Palm Beach Farms Co Plat No. 3;

thence South 89°00'05" West, along the North line of said Tract 16, Block 18 and the Westerly extension thereof, a distance of 40.04 feet to a point being on 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.

**EXHIBIT “B”**  
**SITE PLAN**



