

PREPARED BY AND RETURN TO:
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**SECOND AMENDMENT TO
LAND USE RESTRICTION AGREEMENT
AND DEED RESTRICTIONS
FOR OAKWOOD APARTMENTS**

This Second Amendment to Land Use Restriction and Deed Restrictions is made this 10th day of April, 2018, by OAKWOOD APARTMENTS, L.L.C., a Florida limited liability company (“Owner”) and THE COUNTY OF MANATEE, existing by and under the laws of the State of Florida (“County”).

WHEREAS, Owner and County entered into that certain Land Use Restriction Agreement and Deed Restrictions for Oakwood Apartments dated June 22, 2010 and recorded in Official Records Book 2348, Page 6411 of the Public Records of Manatee County, Florida, as amended by HUD Amendment to Land Use Restriction Agreement and Deed Restrictions for Oakwood Apartments dated August 12, 2014 and recorded in Official Records Book 2532, Page 7345 of said Public Records (collectively, the “Agreement”).

WHEREAS, Owner and County desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Recitals; Capitalized and Defined Terms. The foregoing recitals are true and correct, ratified and confirmed, and are incorporated herein by this reference as a substantive part of this Second Amendment, as if fully set forth herein in their entirety. All capitalized terms used herein shall have the same meaning ascribed thereto in the Agreement unless otherwise defined in this Second Amendment.

2. Amendment. Section 3.2 of the Agreement is amended and restated in its entirety as follows:

Section 3.2 Should a sale or transfer of ownership for all or any part of the Project take place during the life of the property, information relating to the new Owner, including name, address and telephone number, shall be forwarded by letter to the Director of the Redevelopment and Economic Opportunity Department.

3. No Further Modification; Ratification. The provisions of this Second Amendment shall control over conflicting provisions of the Agreement. Except as otherwise expressly modified and amended hereby, the Agreement shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the Owner and the County have entered into this Agreement as of the dated set forth above.

Signed, sealed and delivered
In the presence of:

Cheryl Batten
Witness Signature

Cheryl Batten
Witness Printed Name

Patricia Nipper
Witness Signature

PATRICIA NIPPER
Witness Printed Name

OWNER:

OAKWOOD APARTMENTS, L.L.C.,
a Florida limited liability company

By: Delton L. Haynes
Name: Delton L. Haynes
Title: Manager

STATE OF Kentucky
COUNTY OF Hardin

The foregoing instrument was acknowledged before me this 20th day of March, 2018, by Delton L. Haynes, as Managing Member of Oakwood Apartments, L.L.C., a Florida limited liability company, on behalf of the company, who is personally known to me, or who has produced TN Driver License as identification.

DL # 136928759
EXP 5/26/2025

Matthew Jackson #554592
Notary Public
My Commission Expires: May 29 2020

MANATEE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Chairperson

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

By: _____