

This instrument was prepared under the direction of:

James D. Stokes, Esq., City Attorney

Prepared by:

CITY OF PORT ST. LUCIE

City Attorney's Office

121 S.W. Port St. Lucie Boulevard

Port St. Lucie, FL 34984

(Space above this line reserved for recording office use only)

**PARTIAL RELEASE AND MODIFICATION OF**  
**AMENDED RESTRICTIVE COVENANT**

**WHEREAS**, on June 28, 2001, a Restrictive Covenant was executed by Daniel C. Melichar and Jan Melichar (the "Owners") and subsequently recorded on November 27, 2001 in Official Records Book 1458, Page 2720, of the Public Records of St. Lucie County, Florida, encumbering the following described property, to wit:

Lots 14, 15, 16, 17 and 18, Block 1244, Port St. Lucie Section Twenty, according to the Plat thereof, as recorded in Plat Book 13, Pages 21, 21A and 21B, of the Public Records of St. Lucie County, Florida (the "Old Property").

**WHEREAS**, by said Restrictive Covenant, the Owners stated that they are the owners of the Old Property, they have a principal residence on Lots 15 and 16, they occupy the Old Property as one single residential unit, and they intend to restrict the Old Property so that it can be occupied and used only as one single residential unit; and

**WHEREAS**, the Restrictive Covenant was created for the purpose of combining the Old Property so Lots 14, 15, 16, 17 and 18, Block 1244, Port St. Lucie Section Twenty, would be assessed by the City of Port St. Lucie as a single residential unit for the special assessment program to fund the extension of utility services to all properties located within the extension area, including the Old Property; and

**WHEREAS**, on April 2, 2004, a Termination of Restrictive Covenant was executed by the Owners and subsequently recorded on April 8, 2004, in Official Records Book 1938, Page 1799, of the Public Records of St. Lucie County, Florida. The stated purpose of the Termination of Restrictive Covenant was to separate Lots 17 and 18 from Lots 14, 15 and 16 so that Lots 14, 15 and 16 would be assessed by the City of Port St. Lucie as a single residential unit for the special assessment program to fund the extension of utility services to all properties located within the extension area, including Lots 14, 15 and 16; and

**WHEREAS**, on April 12, 2004, an Amended Restrictive Covenant was executed by the Owners and subsequently recorded on April 27, 2004, in Official Records Book 1951, Page 916, of the Public Records of St. Lucie County, Florida, encumbering the following described property, to wit:

Lots 14, 15 and 16, Block 1244, Port St. Lucie Section Twenty, according to the Plat thereof, as recorded in Plat Book 13, Pages 21, 21A and 21B of the Public Records of St. Lucie County, Florida (the "Subject Property").

**WHEREAS**, the Amended Restrictive Covenant recites the fact that the Owners desire to unencumber Lots 17 and 18 and have executed a Termination of Restrictive Covenant; and

**WHEREAS**, by said Amended Restrictive Covenant, the Owners stated that they are the owners of the Subject Property, they have a principal residence on Lots 15 and 16, they occupy the Subject Property as one single residential unit, and they intend to restrict the Subject Property so that it can be occupied and used only as one single residential unit; and

**WHEREAS**, the Amended Restrictive Covenant was created for the purpose of combining the Subject Property so Lots 14, 15 and 16, Block 1244, Port St. Lucie Section Twenty, would be assessed by the City of Port St. Lucie as a single residential unit for the special assessment program to fund the extension of utility services to all properties located within the extension area, including the Subject Property; and

**WHEREAS**, the Amended Restrictive Covenant also purports to terminate the Restrictive Covenant; and

**WHEREAS**, Daniel C. Melichar died on or about December 6, 2006, as evidenced by a Death Certificate filed in the Circuit Court of St. Lucie County, Florida in Case No. 56 2007 CP 000022, leaving Jan Melichar (the "Current Owner") as the sole surviving tenant by the entirety; and

**WHEREAS**, the Current Owner wishes to separate Lot 14 from Lots 15 and 16, and further wishes to occupy Lots 15 and 16 as one single residential unit; and

**WHEREAS**, the City of Port St. Lucie agrees to this Partial Release and Modification of Amended Restrictive Covenant, upon payment of the total sum of Two Hundred Dollars and Zero Cents (\$200.00), which sum represents the administrative fee for processing the request to partially terminate and modify the Amended Restrictive Covenant, there being no outstanding assessments due and owing on the Subject Property based upon equivalent residential connections (ERC) within the utility service assessment area.

**NOW, THEREFORE**, for and in consideration of the sum of \$200.00, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the City of Port St. Lucie hereby covenants and agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. The City of Port St. Lucie hereby acknowledges receipt of full and complete payment in satisfaction of this Partial Release and Modification of Amended Restrictive Covenant.
3. The Amended Restrictive Covenant recorded in Official Records Book 1951, Page 916, of the Public Records of St. Lucie County, Florida, is hereby modified so that it applies only to Lots 15 and 16 (the "New Property"), restricting the New Property to one single residential unit.
4. By this Partial Release and Modification of Amended Restrictive Covenant, Lot 14 and the New Property may each be subject to assessments by the City of Port St. Lucie as separate residential units.
5. Lot 14 and the New Property may be developed independently of each other in accordance with the rules and regulations of the City of Port St. Lucie.

**IN WITNESS WHEREOF**, the Owner has caused her hand and seal to be affixed hereto.

**Signed, sealed and delivered  
in the presence of:**

WITNESSES

\_\_\_\_\_  
Signature of Witness  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Jan Melichar

\_\_\_\_\_  
Signature of Witness  
Print Name: \_\_\_\_\_

NOTARIZATION AS TO JAN MELICHAR'S EXECUTION

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_ day of \_\_\_\_\_, 2022, by Jan Melichar, who is [ ] personally known to me to be the person who executed the foregoing instrument or who has [ ] produced the following identification: \_\_\_\_\_.

NOTARY SEAL/STAMP

\_\_\_\_\_  
Signature of Notary Public  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
My Commission expires: \_\_\_\_\_

**IN WITNESS WHEREOF**, the City of Port St. Lucie, Florida, a Florida municipal corporation, has caused this Partial Release and Modification of Amended Restrictive Covenant to be executed by its proper and duly authorized public official on this \_\_\_ day of \_\_\_\_\_, 2022.

WITNESSES

CITY OF PORT ST. LUCIE,  
a Florida municipal corporation

By: \_\_\_\_\_  
Shannon M. Martin, Mayor

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_

NOTARIZATION AS TO THE CITY OF PORT ST. LUCIE'S EXECUTION

STATE OF FLORIDA        )  
  ) ss  
COUNTY OF ST. LUCIE    )

The foregoing instrument was acknowledged before me by means of [ X ] physical presence or [ ] online notarization, this \_\_\_ day of \_\_\_\_\_, 2022, by Shannon M. Martin as Mayor of the City of Port St. Lucie, and on behalf of the City of Port St. Lucie who is [ X ] personally known to me, or who has [ ] produced the following identification \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
My Commission expires \_\_\_\_\_

NOTARY SEAL/STAMP