

Return recorded document to:

Broward County Highway Construction &
Engineering Division
1 North University Drive, Suite 300B
Plantation, FL 33324-2038

Document prepared by:

KEITH
301 E. Atlantic Blvd.
Pompano Beach, FL 33060

**NOTICE: PURCHASERS, GRANTEES, HEIRS, SUCCESSORS, AND
ASSIGNS OF ANY INTEREST IN THE PROPERTY SET FORTH ON
EXHIBIT "A" ARE HEREBY PUT ON NOTICE OF THIS DECLARATION
THAT RUN WITH THE PROPERTY**

**DECLARATION OF RESTRICTIVE COVENANTS
FOR PRIVATE PAVED ROADWAYS AND ACCESS**

THIS DECLARATION OF RESTRICTIVE COVENANTS, made by

City of Pompano Beach _____, hereinafter referred to as "Developer," and _____
_____ as Mortgagee (if property described in Exhibit "A" is encumbered
by a mortgage).

A. Developer is the fee title owner of certain property in Broward County, Florida,
as described in Exhibit "A" (the "Property").

B. Developer is proposing to develop the Property and has applied to County for
approval of a _____ Plat _____ (site plan, plat, etc.) for the Property (the
"Project").

C. Broward County ("County") approved the Project on _____
November 4 _____,
2021, subject to certain conditions.

D. Pursuant to the Broward County Land Development Code, one of the
conditions of approval is that Developer provide for the location, construction, and
maintenance of the private roadways within the Property; provide a permanent access
easement for service and emergency vehicles and for maintenance of public and semi-
public utilities; and provide a reciprocal easement for ingress and egress to all parcels
and/or lots within the Project.

E. In order to comply with the conditions of approval, Developer wishes to
impose a permanent non-exclusive restrictive covenant on, over, and upon the portion of
the Property described in Exhibit "B" for the location, construction, and maintenance of
roadways to provide for the ingress and egress of vehicles and pedestrian traffic to, from,
and throughout the Property for service, emergency, and utility vehicles, and current and
future holders of any right, title, or interest in the Property, their successors and assigns.

NOW, THEREFORE, in consideration of the promises and covenants herein, Developer hereby declares that the Property shall be owned, held, used, transferred, sold, conveyed, demised, and occupied subject to the restrictions hereinafter set forth, all of which will run with the Property and any part thereof and will be binding upon all persons having any rights, title, or interests in the Property or any part thereof, their heirs, successors, and assigns.

1. The foregoing recitals are true and accurate and for a material part of this Declaration upon which Developer and County have relied.

2. Declaration of Restrictive Covenants for Roadways and Access.

(a) Developer, for itself and its successors and assigns, hereby declares and subjects that portion of the Property described in Exhibit "B" to a non-exclusive access covenant to the public for ingress and egress of vehicular and pedestrian traffic throughout the Property for the purpose of providing access to service and emergency vehicles, and for maintenance of public and semi-public utilities. The purpose of this covenant is to comply with the condition of Project approval to provide a permanent access easement for service and emergency vehicles and for maintenance of public and semi-public utilities.

(b) Developer, for itself and its successors and assigns, hereby declares and subjects that portion of the Property described in Exhibit "B" to a non-exclusive access covenant for ingress and egress of vehicular and pedestrian traffic throughout the Property for the benefit of the current and future holders of any right, title, or interest in or to the Property, and their successors and assigns, and for the benefit of the current and future holders of any right, title, or interest in or to the adjacent property that abuts and shares common access on the private roadways and their successors and assigns. The purpose of this covenant is to comply with the conditions of Project approval to provide a reciprocal easement for ingress and egress to all residents of the Project.

3. Private roadways constructed after the execution of this Declaration must comply with all applicable construction standards contained in the "Minimum Standards Applicable to Public Rights-of-Way under Broward County Jurisdiction," Chapter 25, Exhibit 25A, Broward County Administrative Code, as amended.

4. Indemnification. Developer shall at all times hereafter indemnify and, at the option of the County Attorney's Office, defend or pay for an attorney selected by the County Attorney's Office to defend County, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, resulting from the use or maintenance of the roads and roadways contained in Exhibit "B, including, without limitation, any and all claims, demands,

or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Declaration.

5. The construction, maintenance, and repair of the roads and roadways contained in Exhibit "B" shall be the sole responsibility of Developer, its successors and assigns.

6. Failure of Developer, its successors or assigns, to abide by the covenants, conditions, and declarations herein will constitute an event of default and may be enforced by County or such other governmental entity described herein.

7. Amendment. This Declaration of Restrictive Covenants may not be altered, changed, or amended except by written instrument, executed by all of the owners of any right, title, or interest in and to the Property, including any affected governmental entity, and approved in writing by County.

8. Recordation. This Declaration of Restrictive Covenants shall be recorded in the Public Records of Broward County, Florida, at Developer's expense and will become effective upon recordation. All of the provisions of this instrument will run with the Property and will remain in full force and effect for perpetuity and are binding on all parties and persons acquiring any right, title, or interest in or to all or any portion of the Property.

9. Enforcement. County, any other affected governmental entity, and the owners of any right, title, or interest in or to the Property are the beneficiaries of this Declaration and, as such, may enforce these restrictive covenants by action at law or in equity against any person(s) or entity(ies) violating or attempting to violate the terms hereof. County and any other affected governmental entity will be entitled to specific performance of the restrictive covenants provided herein in addition to the remedies available at law or in equity.

10. Venue; Choice of Law. This Agreement will be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, will be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement will be exclusively in such state courts, forsaking any other jurisdiction that either party may claim by virtue of its residency or other jurisdictional device.

11. Mortgage. If there is a mortgage against the Property described in Exhibit "A," Mortgagee hereby agrees that the Mortgage it holds from Owner recorded in Official Records Book _____, Page ____/Instrument No. _____, of the Public Records of Broward County, Florida, which encumbers the Property described herein, will be and is subordinate to the terms of this Declaration restricting the use of the Property.

12. Exhibits; Priority of Provisions. All exhibits attached hereto are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Declaration or attached hereto will control all printed provisions in conflict therewith. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Declaration by reference and a term, statement, requirement, or provision of this Declaration, the term, statement, requirement, or provision contained in this Declaration will prevail and be given effect.
13. Further Assurances. The Parties hereby agree to execute, acknowledge, deliver and cause to be done, executed, acknowledged, and delivered all further assurances and to perform such acts as reasonably requested of them in order to carry out this Declaration.
14. Severability. In the event any part of this Declaration is found to be unenforceable by any court of competent jurisdiction, that part will be deemed severed from this Declaration and the balance of this Declaration will remain in full force and effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

EXHIBIT "A"

LEGAL DESCRIPTION OF DEVELOPER'S PROPERTY

All of Parcels "A" and "B" of the RENTERIA INC. PLAT according to the Plat thereof in Plat Book 166, Page 33 of the Records of Broward County, Florida. Said lands situate, lying and being in the City of Pompano Beach, Broward County, Florida

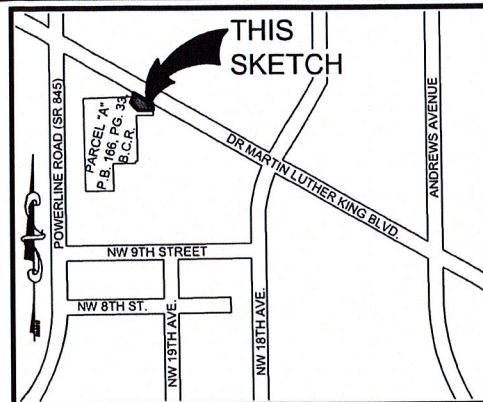
Exhibit B

LEGAL DESCRIPTION:

A PORTION OF PARCEL "A", RENTERIA INC., PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 166, PAGE 33, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE SOUTH 00°02'11" EAST, ALONG THE EAST LINE OF SAID PARCEL "A", ALSO BEING THE WEST LINE OF PARCEL "A", MARQUIS APARTMENTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 183, PAGES 368 THRU 370, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, 76.12 FEET; THENCE NORTH 88°27'17" WEST, 109.67 FEET; THENCE NORTH 23°54'25" WEST, 116.34 FEET; THENCE NORTH 44°53'06" EAST, 45.04 FEET TO A POINT ON THE EASTERN MOST WEST LINE OF SAID PARCEL "A"; THENCE NORTH 00°02'11" WEST, ALONG SAID WEST LINE, 28.09 FEET TO THE NORTHERN MOST NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 53°17'02" EAST, ALONG THE NORTH LINE OF SAID PARCEL "A", ALSO BEING THE SOUTH RIGHT OF WAY LINE OF HAMMODVILLE ROAD (DR. MARTIN LUTHER KING BOULEVARD), 155.89 FEET TO THE POINT OF BEGINNING.

SAID LAND LYING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, AN CONTAINING 17,088 SQUARE FEET (0.392 ACRES) MORE OR LESS.



LOCATION MAP:
NOT TO SCALE

SURVEY NOTES:

1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
2. KEITH AND ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER IS L.B.#6860.
3. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OR A DIGITALLY ENCRYPTED SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. IT IS A VIOLATION OF THE STANDARDS OF PRACTICE PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID.
5. THIS SKETCH AND DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
6. BEARINGS SHOWN HEREON ARE BASED ON THE RENTERIA INC., PLAT, AS RECORDED IN PLAT BOOK 166, ON PAGE 33, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, WITH A REFERENCE BEARING OF SOUTH 00°02'11" EAST ALONG THE EAST LINE OF PARCEL "A".
7. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
8. THE INTENDED DISPLAY SCALE FOR THIS SKETCH IS 1"=30' OR SMALLER.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH & DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS WRITTEN UNDER MY DIRECTION ON OCTOBER 19, 2020 MEETS THE STANDARDS OF PRACTICE PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AS APPLICABLE TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC.
CONSULTING ENGINEERS

William A Arata
2020.10.19 08:03:43-04'00'

WILLIAM ARATA
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION No. 5082
STATE OF FLORIDA

SKETCH & DESCRIPTION

A PORTION OF PARCEL "A"
RENERIA INC., PLAT
P.B. 166, PG. 33, B.C.R.

POMPANO BEACH, BROWARD COUNTY, FLORIDA

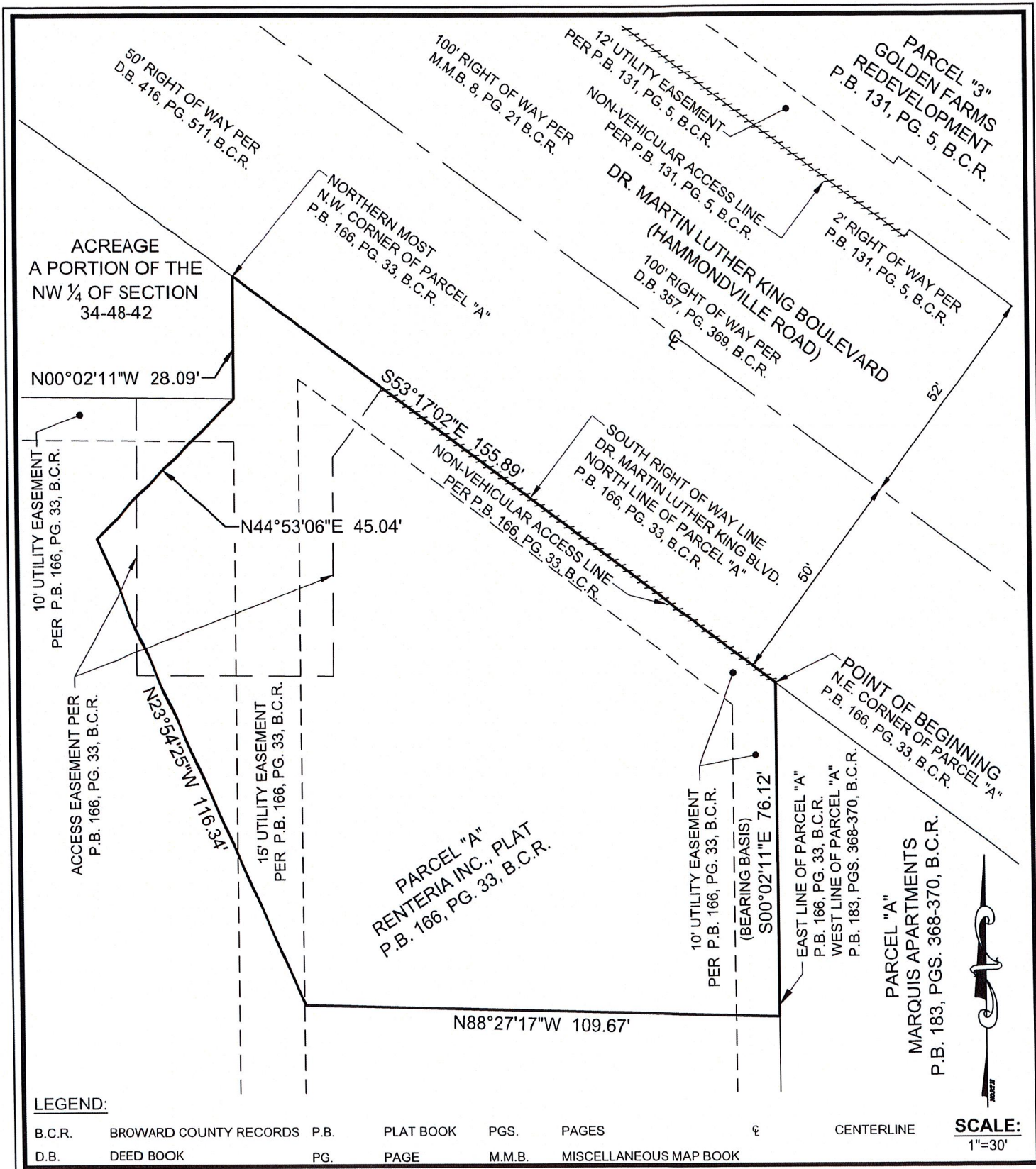


301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400
EMAIL: mail@KEITHteam.com LB NO. 6860

SHEET 1 OF 2
DRAWING NO. 10020.70-SKETCH & DESCRIPTION 03.DWG

DATE 10/19/20
SCALE 1"=30'
FIELD BK. N/A
DWNG. BY DB
CHK. BY WA

DATE	REVISIONS



SKETCH & DESCRIPTION

A PORTION OF PARCEL "A"
RENTERIA INC., PLAT
P.B. 166, PG. 33, B.C.R.

POMPANO BEACH, BROWARD COUNTY, FLORIDA

KEITH

301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400
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SHEET 2 OF 2
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