

**THIS INSTRUMENT PREPARED BY:**

Nguyen Tran  
Pompano Beach CRA  
100 W. Atlantic Boulevard, Room 276  
Pompano Beach, FL 33060

**DECLARATION OF COVENANTS AND RESTRICTIONS**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS ("Declaration") is made and executed this 29th day of September, 2021, FD CONSTRUCTION CONSULTING, INC. ("Developer"), a Florida Profit Corporation, whose mailing address is 3534 NW 116<sup>th</sup> Terrace, Coral Springs, FL 33065

**WITNESSETH:**

WHEREAS, Developer and the Pompano Beach Community Redevelopment Agency ("CRA") entered into that certain Property Disposition and Development Agreement (the "Development Agreement"); and

WHEREAS, the Development Agreement provides that the CRA shall donate four (4) CRA owned parcels of land (the "Property") to Developer and Developer shall construct a 10-unit for sale town house type development project consisting of 1,426 to 1,583 sq. ft. units with one and two car garages on the Property by September 30, 2023. Site improvements to include but not be limited to guest parking, driveways, drainage and landscaping.

WHEREAS, the Development Agreement provides that the Developer shall record a declaration of covenants and restrictions (the "Declaration") as to the Project; and

WHEREAS, the Development Agreement provides that each townhouse shall be subject to a deferred loan-to-grant in the amount of \$25,000 which shall be evidenced by a promissory note and mortgage executed in favor of the CRA at the time of conveyance of each townhouse; and

WHEREAS, by the terms of the Development Agreement, the Developer owns the Property, more particularly described on Exhibit "A" attached to and made a part of this Declaration by reference; and

NOW, THEREFORE, Developer hereby voluntarily declares that all of the Property shall be held, transferred, sold, conveyed, leased, mortgaged, used and improved subject to the following covenants and restrictions in favor of the CRA which shall be deemed covenants running with the land and be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns during the term of this Declaration.

**A. Restrictive Use of Property.**

This Declaration shall be for a term of 5 years and shall restrict each townhouse unit to be owner occupied and not investment or rental property.

During the restrictive period, the conveyance of each townhouse shall be subject to a deferred loan-to-grant in the amount of \$25,000 which shall be evidenced by a promissory note and mortgage in favor of the CRA (the Loan Documents). The Loan Documents shall provide that the loan will bear interest at zero percent (0%) and will decrease at the rate of 1/60<sup>th</sup> each month of the restrictive term described in this Declaration so that the entire sum will be forgiven in five years if there is no default. Should a default occur at any time during the 5-year term, the homeowner will be obligated to repay the CRA the unamortized balance of the loan-to-grant amount owing at default. In the event that the homeowner fails to satisfy the repayment of the unamortized balance upon default, any indebtedness

remaining unpaid shall, at the CRA's sole option, be subject to an interest rate of six percent (6%) per annum compounded monthly.

At all times during the restrictive period, management and operation of the Project shall comply in all respects with the Development Agreement and this Declaration.

B. Right of Entry. Subject to the rights of subsequent property owners, tenants and other occupants of the Property, the CRA reserves for itself and its representatives, the right to enter upon the Property at a reasonable time to determine whether it is being occupied and maintained in accordance with the terms of this Declaration.

C. Maintenance of the Project.

(i) The Property and all buildings and improvements thereon shall be maintained in a clean, sanitary and safe condition. The Property shall be appropriately landscaped and maintained in accordance with the City's Code of Ordinances. No portion of the Property shall be allowed to become or remain overgrown or unsightly.

(ii) The Property may not constitute a public nuisance for drug-related, prostitution-related, or stolen-property-related public nuisances and criminal gang activity as determined by the standards set forth in § 893.138(2)(a)-(e), Florida Statutes, as currently written or modified.

D. CRA Right to Enforce. The CRA, its successors and assigns, but no other persons or entities, shall be deemed beneficiaries of this Declaration and the covenants provided herein which shall run in favor of the CRA during the term of this Declaration.

The CRA may enforce this Declaration in any judicial proceeding in any court of competent jurisdiction seeking any remedy recognizable at law or in equity, including injunctive relief and specific performance, against any person, firm or entity violating or attempting to violate any term or condition of these covenants. The CRA's failure to enforce any provision contained in this Declaration shall in no event be deemed a waiver or such provision or of the CRA's right to thereafter enforce such provision.

E. Covenants; Binding upon Successors in Interest; Term; Severability.

(i) It is intended and agreed that this Declaration shall run with the land and be binding, to the fullest extent permitted by law and equity, upon the Developer, its successors and assigns, for the benefit and in favor of, and enforceable by the CRA only.

(ii) This Declaration shall become effective upon recordation in the Public Records of Broward County, Florida. The restrictions, covenants, rights, and privileges granted, made, and conveyed herein shall run with the land and be binding on all persons and entities acquiring title to or use of the Property, or any portion thereof, and all persons and entities claiming under them, until that date which occurs five (5) years following the date of recording the deed of conveyance of each unit to a homebuyer.

When used herein, the term CRA shall mean the Pompano Beach Community Redevelopment Agency, its successors and assigns. The term "Developer" shall mean the person or persons or legal entity or entities holding interests of record to the Property or any portion of the Property. Wherever used herein, the terms "Developer" and CRA shall include their heirs, personal representatives, successors, agents and assigns.

(iii) Invalidation, in whole or in part, of any of the restrictive covenants by judgment of a court of competent jurisdiction shall in no way affect any of the other provisions or parts thereof which will remain in full force and effect.

F. Transfer of Title. During the term of this Declaration, any conveyance of the Property shall be subject to this Declaration and this Declaration shall be expressly referred to in any such conveyance.

G. Amendments, Modifications and Terminations. If the Developer desires to use the Property or any portion thereof for any use other than those permitted hereby, or otherwise desires to modify or terminate this Declaration, the Developer shall be required to apply to the CRA for an amendment of, or termination of these covenants and restrictions as to the particular affected property.

No waiver, modification or termination of this Declaration shall be effective unless contained in a written document formally approved by the CRA. The CRA shall have sole discretion as to whether to modify or terminate any covenants and restrictions as to any portion of the Property.

H. Subordination. CRA acknowledges and agrees that: (i) the terms and provisions of this Declaration and all rights and obligations described herein are and shall be subordinate to the mortgage, security interest and rights granted to any institutional, governmental or other mortgagee or financing sources (collectively, "Lenders") in connection with any loans made by such Lenders relating to all or any portion of the Property only as to liens, judgments, monetary encumbrances and other financial obligations arising in connection with this Declaration; (ii) the subordination herein described shall be self-operative and effective without the requirement for the execution of a separate instrument; (iii) although a separate subordination is not required, if required by such Lenders, CRA agrees to execute any agreement reasonably requested of them by such Lenders pursuant to formal approval by the CRA Commission; and (iv) while neither Lenders nor their successors in interest shall be liable for any obligations, claims, violations, liabilities, breaches or other matters arising prior to their acquisition of fee simple title to the Property through foreclosure or deed in lieu of foreclosure, in the event of such acquisition of fee simple title, Lenders or their successors in interest shall be subject to the restrictions and covenants contained in this Declaration.

I. No Discrimination. By accepting a deed for conveyance of any portion of the Property and as part of the consideration thereof, the Developer, its heirs, personal representatives, successors in interest, and assigns, agrees not to unlawfully discriminate against any person in the exercise of its obligations under this Declaration and to take all such actions without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used in the exercise of its obligations under this Declaration.

J. Governing Law and Venue. This Declaration shall be governed by the laws of the State of Florida, both as to interpretation and performance, and the proper venue for any resulting suit at law or in equity shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

No remedy herein conferred is intended to be exclusive of any other remedy and each such remedy shall be cumulative and in addition to every other remedy provided herein, now or hereafter existing at law or in equity or by statute or otherwise.

IN WITNESS WHEREOF, the Developer has executed this Agreement on the date and year first above written.

**DEVELOPER**

**FD CONSTRUCTION CONSULTING, INC.**  
a Florida For Profit Corporation

WITNESS:

Signature

Print Name

Signature

Print Name

By:

Carlos G. Fernandez, President and Director

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12<sup>th</sup> day of November, 2021, by Carlos G. Fernandez, President and Director of FD CONSTRUCTION CONSULTING, INC., a Florida for Profit Corporation on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY'S SEAL:



**KARLACADET**  
Commission # GG 253094  
Expires August 27, 2022  
Bonded Thru Budgetary Services

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

**Exhibit "A"**

**Legal Descriptions**

**Folio Number:** 4842-35-29-0120  
**Address:** 1531 N Dixie Highway  
**Legal:** LOTS 1 & 2, BLOCK 4, POMPANO TERRACE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGE 11 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LYING IN SECTION 26, TOWNSHIP 48 SOUTH, RANGE 42 EAST. LESS ROAD RIGHT OF WAY.

**Folio Number:** 4842-35-29-0130  
**Address:** 1533 N Dixie Highway  
**Legal:** LOT 3, BLOCK 4, POMPANO TERRACE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGE 11 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LYING IN SECTION 26, TOWNSHIP 48 SOUTH, RANGE 42 EAST. LESS ROAD RIGHT OF WAY.

**Folio Number:** 4842-35-29-0140  
**Address:** 1535 N Dixie Highway  
**Legal:** LOT 4, 5 AND THE SOUTH 4 FEET OF LOT 6, BLOCK 4, POMPANO TERRACE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGE 11 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LYING IN SECTION 26, TOWNSHIP 48 SOUTH, RANGE 42 EAST. LESS ROAD RIGHT OF WAY.

**Folio Number:** 4842-35-29-0141  
**Address:** 1537 N Dixie Highway  
**Legal:** THAT PART OF LOT 6, LESS THE SOUTH 4.0 FEET THEREOF AND THAT PART OF LOTS 7, 8, 9, 10 AND 11, BLOCK 4, POMPANO TERRACE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGE 11 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LYING IN SECTION 26, TOWNSHIP 48 SOUTH, RANGE 42 EAST. LESS ROAD RIGHT OF WAY.