

Return to: (enclose self-addressed stamped envelope)

Name: Sarah Stewart, AICP

Address:

Greenspoon Marder
200 E. Broward Blvd., Suite 1800
Fort Lauderdale, Florida 33301

This Instrument Prepared by:

Greenspoon Marder
200 E. Broward Blvd., Suite 1800
Fort Lauderdale, Florida 33301

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("**Covenant**") made this _____ of _____, 2018, by **SUNCO TH LLC, AS TRUSTEE OF THE 140 NW 16TH STREET LAND TRUST ("**Owner**")**, which shall be for the benefit of **CITY OF POMPAÑO BEACH, FLORIDA**, a municipal corporation existing under the laws of the State of Florida ("**City**").

WITNESSETH:

WHEREAS, Owner is the fee simple owner of land located within the City of Pompano Beach, more particularly described in **Exhibit "A"** containing approximately 3.3 gross acres ("**Property**"); and

WHEREAS, Owner has made an application to the City of Pompano Beach, Florida (the "**City**") to rezone the Property from B-2, Community Business ("**B-2**"), to B-4, Heavy Business ("**B-4**"), as such terms are defined under Chapter 155 of the Pompano Beach Code of Ordinances (the "**Code**"), and as a voluntary action to the City's approval of such application, the Owner has agreed, to enter into this Covenant; and

NOW, THEREFORE, in consideration of the foregoing premises and the promises and covenants herein contained, Owner hereby declares that the Property shall be subject to the covenant hereinafter set forth, which shall run with the land and which shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

1. **Recitations.** The recitals set forth above are true and correct and are incorporated into this Covenant by this reference.

2. **Restriction on Use.** Notwithstanding the City's rezoning of the Property from B-2 to B-4, the Property shall not be used for any of the uses listed in **Exhibit "B"**.

3. Amendments. This Covenant shall not be modified, amended, terminated or released as to any portion of the Property except by written instrument, executed by the then owner or owners of the portion of the Property affected by such modification, amendment, or release and approved in writing by the City. All requests for modification, amendment or release shall first be presented to the City's Planning and Zoning Board for consideration and recommendation to the City Commission. Any amendment, modification or release of this Covenant, following City's approval, shall be recorded in the Public Records of Broward County, Florida.

4. Recordation and Effective Date. Upon approval of this Covenant by the City and execution by Owner, this Covenant shall be recorded in the Public Records of Broward County, Florida. Once recorded, this Covenant shall constitute restrictive covenants concerning the use, enjoyment and title to the Property and shall constitute covenants running with the land and shall bind the Declarant, all successors-in-interest and assigns with respect to the Property.

5. Enforcement. The City of Pompano Beach shall have the right to terminate the provisions of this Declaration as well as enforce the provisions of this Declaration by action at law or in equity against any person or party that violates the restrictions set forth herein. In the event of any litigation in connection with this Declaration, the prevailing party shall be entitled to recover all reasonable costs in connection therewith, including attorneys' fees and such other fees and costs as may be incurred in connection with any appellate or bankruptcy proceeding.

6. Waiver of Jury Trial. The Declarant waives the right to a trial by jury in any action or proceeding based upon, or related to, any aspect of this Declaration or in connection with this or any document being given or executed or delivered in connection with this Declaration. This Waiver is knowingly, intentionally and voluntarily made by the Declarant, and the Declarant acknowledges that no one has made any representations of fact to induce this waiver of trial by jury or in any way to modify or nullify its effect.

7. Severability. If any court of competent jurisdiction shall declare any section, paragraph or part of this Covenant invalid or unenforceable, then such judgment or decree shall have no effect on the enforcement or validity of any other section, paragraph or part hereof, and the same shall remain in full force and effect.

8. Captions, Headings and Titles. Articles and paragraph captions, headings and titles inserted throughout this Covenant are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Covenant.

9. Context. Whenever the context requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns or pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Owner has executed this Covenant on the day first above written.

Signed, sealed and delivered

SUNCO TH LLC, as Trustee of the
140 NW 16TH STREET LAND TRUST

In the presence of:

(Signature)

Print Name

(Signature)

Print Name

By: _____

(Signature)

Print name: Maher Hanna

Title: Manager

Address: _____

Dated: _____

ACKNOWLEDGEMENT:

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017,
by Maher Hanna, as Manager of Sunco TH LLC, as Trustee of the 140 NW 16th Street Land
Trust, who is personally known to me or produced
_____ as identification.

NOTARY PUBLIC:

(SEAL)

My commission expires:

Print name:

EXHIBIT A
LEGAL DESCRIPTION
PROPERTY

THE WEST 468.27 FEET OF THE NORTH $\frac{1}{2}$ OF THE NORTH $\frac{1}{2}$ OF THE SE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$, LESS THE NORTH 25 FEET FOR COUNTY ROAD, LESS THE EAST 7.77 FEET OF THE SOUTH 100 FEET, OF SECTION 26, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.

ALL OF THE DESCRIBED LYING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 143,776 SQUARE FEET (3.301 ACRES) MORE OR LESS.

EXHIBIT B

**USES THAT WILL NOT BE ALLOWED AT 140 NW 16TH STREET A/K/A:
THE WEST 468.27 FEET OF THE NORTH ½ OF THE NORTH ½ OF THE
SE ¼ OF THE SE ¼, LESS THE NORTH 25 FEET FOR COUNTY ROAD,
LESS THE EAST 7.77 FEET OF THE SOUTH 100 FEET, OF SECTION
26, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY,
FLORIDA.**

- Community residential home with seven to 14 residents
- Continuing care retirement community
- Rooming or boarding house
- Newspaper or magazine publishing
- Radio or television station
- Community center
- Library
- Museum
- Senior center
- Youth center
- Adult day care center
- Child care facility
- College or university
- School, elementary
- School, high
- School, middle
- Specialty arts school
- Vocational or trade school
- Correctional facility
- Courthouse facility
- Fire or EMS station
- Fire training facility
- Government administrative offices
- Police station
- Post office
- Medical office
- Specialty medical facility
- Urgent care facility 24 hours
- Specialty hospital
- General hospital
- Medical or dental lab
- Nursing home facility
- Arboretum or botanical garden
- Community garden
- Civic center

- Lodge or club
- Transportation passenger station/terminal
- Solar energy collection system (as a principal use)
- Utility use, minor
- Animal grooming
- Animal shelter or kennel
- Pet hotel
- Pet shop
- Veterinary hospital or clinic
- Boat or marine parts sales without installation
- Boat or marine parts sales with installation
- Boat or marine repair and servicing
- Boat sales or rental
- Boat towing service
- Docking facility, recreational boat
- Marina
- Yacht club
- Business service center
- Conference or training center
- Day labor service
- Employment agency
- Parcel services
- Telephone call center
- Travel agency
- Amusement arcade
- Arena, stadium, or amphitheater
- Auditorium or theater
- Bowling alley or skating rink
- Golf driving range
- Miniature golf course
- Motion picture theater
- Racquet sports facility
- Sport shooting and training range
- Other indoor commercial or membership recreation/entertainment use
- Other outdoor commercial or membership recreation/entertainment use
- Bar or lounge
- Brewpub
- Hall for Hire
- Nightclub
- Restaurant
- Specialty eating or drinking establishment
- Automotive painting or body shop
- Automotive parts sales without installation

- Automotive parts sales with Installation
- Automotive wrecker service
- Battery exchange station
- Gasoline filling station
- Used Automobile and Light Truck sales with indoor display only
- Used Automobile and Light Truck sales with outdoor display
- Automobile and Light Truck rental
- Muffler/transmission sales and installation
- Taxi or limousine service facility
- Tire sales and mounting
- Heavy Truck/recreational vehicle/trailer rental
- Contractor's office
- Art, music, dance studio
- Bank or financial institution
- Check cashing or payday loan store
- Crematory
- Dry cleaning or laundry drop-off establishment
- Fortune-telling establishment
- Funeral home or mortuary
- Laundromat
- Lawn care, pool, or pest control service
- Personal and household goods repair establishment
- Personal services establishment
- Tattoo or body piercing establishment
- Antique store
- Art gallery
- Auction house
- Book or media shop
- Consignment boutique
- Grocery or convenience store
- Drug store or pharmacy
- Flea market
- Home and building supply center
- Local liquor or package store
- Regional liquor or package store
- Beer or wine store
- Pawn shop
- Thrift shop
- Retail sales establishment, large
- Indoor mall or marketplace
- Other retail sales establishment
- Self-storage or mini-warehouse facility
- Condo hotel

- Bed and breakfast inn
- Hotel or motel
- Educational, scientific, or industrial research and development
- Fuel oil or bottled gas distribution
- Laundry, dry cleaning, carpet cleaning, or dyeing facility
- Audio and visual recording and production studio
- Printing or other similar reproduction facility
- Repair of scientific or professional instruments
- Tool repair shop
- Cabinet or furniture manufacturing and woodworking
- Food and/or beverage products manufacturing (without slaughtering)
- Manufacturing, assembly, or fabrication, light
- Warehouse, distribution or storage