

Prepared by and return to:

Name: Andrew J. Schein, Esq.
Lochrie & Chakas, P.A.
1401 E. Broward Boulevard, Suite 303
Ft. Lauderdale, FL 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 10 of January, 2020 by 113 S Riverside LLC, a Florida limited liability company, and Royal Quality Homes of Florida LLC, a Florida limited liability company (collectively "Owners"), shall be for the benefit of City of Pompano Beach ("City").

WITNESSETH:

WHEREAS, Owners are the fee simple owners of land located on the west side of South Riverside Drive in the City and more particularly described in **Exhibit "A"** attached hereto ("Property"); and

WHEREAS, Owners have made an application to the City ("City") to change the zoning of a portion of the Property from RS-2 to RM-45 (PZ #18-13000003) ("Application");

WHEREAS, Owners voluntarily agree to restrict certain uses from being developed on the Property; and

WHEREAS, Owners agree to grant this Covenant upon the date which the rezoning becomes effective.

NOW, THEREFORE, in consideration of the promises and covenants herein contained, Owners hereby declare that the Property specifically referenced herein shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, and regulations hereinafter set forth.

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

2. Use Restrictions. The Property shall only be used for a maximum of seven (7) residential units. The residential units on the Property shall be limited to forty-six and one half feet (46.5') in height as measured the existing or proposed finished grade at the front of a structure to the highest point of a flat roof, to the deck line of a mansard roof, or to the mean height between eaves and ridge of a gable, hip, cone, gambrel, or shed roof.

3. Amendments. This Covenant shall not be modified, amended 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

DRC

PZ21-12000029
12/01/2021

DRC

PZ21-12000029
10/6/201

writing by the City. Any amendment, modification or release of this Covenant shall be recorded in the Public Records of Broward County, Florida.

4. Recordation and Effective Date. This instrument shall not become effective until recorded in the Public Records of Broward County, Florida. Once recorded, this Covenant shall run with the Property and shall bind all successors and assigns to the title of the Property.

5. Severability. If any court of competent jurisdiction shall declare any section, paragraph or part thereof 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.

6. Captions, Headings and Titles. 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.

SIGNATURES ON FOLLOWING PAGE

DRC

PZ21-12000029
12/01/2021

DRC

PZ21-12000029
10/6/201

IN WITNESS WHEREOF, Owner has executed this Declaration of Restrictive Covenants on the day first above written.

WITNESSES:

**OWNER: 113 S Riverside Drive LLC, a
Florida limited liability company**

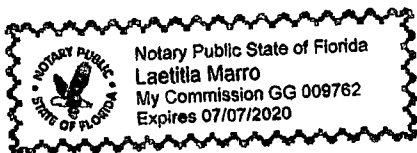
[Signature]
Printed Name: Roberto Pimentel

By: *[Signature]*
Printed Name: Leonard Karam, Manager

[Signature]
Printed Name: Ridney Brown

STATE OF FL)
) SS
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 9 day of January, 2020, by Leonard Karam, the Manager of 113 S Riverside Drive LLC, a Florida limited liability company, freely and voluntarily on behalf of said limited liability company. He is personally known to me or has produced _____ as identification.



[Signature]
Notary Public

My Commission Expires: 07/07/2020 _____
Typed, printed or stamped name of Notary Public

DRC

3
PZ21-12000029
12/01/2021

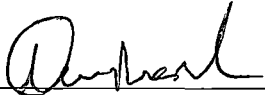
DRC

PZ21-12000029
10/6/201

WITNESSES:

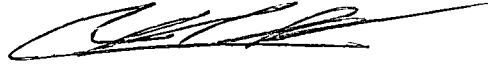


Printed Name: Edwin Cannon



Printed Name: NUMAN DEMIRAL

OWNER: Royal Quality Homes of Florida LLC, a Florida limited liability company



By: _____
Printed Name: Tolga Adak, Manager

STATE OF FL

COUNTY OF Broward) SS

The foregoing instrument was acknowledged before me this 6th day of January, 2020 by Tolga Adak, the Manager of Royal Quality Homes of Florida LLC, a Florida limited liability company, freely and voluntarily on behalf of said corporation. He/She is personally known to me or has produced N/A as identification.



JOHN BEACH
Commission # GG 188363
Expires June 21, 2022
Bonded Thru Budget Notary Services



Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

DRC

⁴
PZ21-12000029
12/01/2021

DRC

PZ21-12000029
10/6/201

EXHIBIT "A"

Lots 6 and 7, Block 5, "POMPANO BEACH PARK", according to the plat thereof as recorded in Plat Book 21, Page 20 of the Public Records of Broward County, Florida.

DRC

⁵
PZ21-12000029
12/01/2021

DRC

PZ21-12000029
10/6/201