

Prepared by and return to:  
Karen J. Spigler  
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### DECLARATION OF RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that the undersigned, Palm Aire Group, LLC, a Florida Limited Liability Company, whose mailing address is 3410 Stallion Lane, Weston, FL 33331 ("Owner"), voluntarily makes this Declaration of Restrictive Covenants this 23<sup>rd</sup> day of OCTOBER, 2017 for the benefit of THE CITY OF POMPANO BEACH, Florida ("City"), in consideration for certain developmental approvals granted to the property by the City of Pompano Beach.

### WITNESSETH:

WHEREAS, Owner holds fee simple title to certain property located at 20 SW 27<sup>th</sup> Avenue, Pompano Beach, FL 33069 ("the Property") in the City which is legally described as: Parcel "C", of LOEHMANN'S PLAZA AT PALM AIRE ADDITION II, according to the plat thereof, as recorded in Plat Book 105, Page 1, Public Records of Broward County, Florida. ("the Property"); and

WHEREAS, as part of the developmental approvals granted by the City to Owner for the allowable uses for B-3 zoning, Owner has offered to enter into this covenant to restrict the utilization of the Property as described herein and Owner has agreed to

restrict the use of the Property to uses allowable under B-2 zoning or B-3 zoning with certain exceptions as shown on Exhibit "A".

NOW THEREFORE, in consideration of the promises and covenants herein contained, the Owner hereby agrees and declares that the Property specifically referenced herein shall be owned, held, used, transferred, sold, conveyed, demised, and occupied subject to the covenants and restrictions herein, and which shall be binding upon all parties having any right, title, or interest in such property or any part thereof, their heirs, successors and assigns.

1. Recitals: That the above recitals are true and are incorporated herein by reference.
2. Property Use: Owner shall restrict use of the Property to such uses that are permitted within a B-2 Zoning District or a B-3 Zoning District as it exists on the date of execution of this Declaration, with the exception of the uses specified in Exhibit "A", attached hereto and incorporated into this Declaration.
3. Term of Covenant: This voluntary covenant shall not be modified, amended, or released as to any portion of the Property affected by such modification, amendment or release, and approval in writing by the City. The appropriate governmental authority of the City shall execute a written Instrument effectuating and acknowledging such modification, amendment, or release. Any amendment, modification, or release of this Declaration shall be recorded in the Public Records of Broward County, Florida.
4. Inspection and Enforcement: It is understood and agreed that any official inspector of the City may have the right at any time during normal business hours to determine whether the conditions of this Declaration are being complied with. The City, through its City Commission, its successors and

assigns, is the beneficiary of these restrictive covenants and, as such, the City may enforce these restrictive covenants by actions at law or equity against any person or persons, entity or entities, violating or attempting to violate the terms of these restrictions. Any failure of the City to enforce these restrictive covenants shall not be deemed a waiver of the right to do so thereafter.

5. Severability: Invalidation of any one of these covenants by judgment of a court of competent jurisdiction shall not affect any of the other provisions of this Declaration, which shall remain in full force and effect.
6. Recording: This Declaration shall be filed of record among the Public Records of Broward County, Florida at the cost of the Owner and a recorded copy given to the City within thirty (30) days of its recording.
7. Effective Date: This Declaration shall become effective upon its recordation in the Public Records of Broward County and shall constitute a covenant running with the title to the Property and shall be binding upon the Owner, its successors and assigns.
8. Captions, Headings and Titles: Articles and paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and such caption, heading or title shall not define, limit, or in any way affect the subject matter or any of the terms or provisions thereunder or the terms and provisions of this Declaration.

In Witness Whereof, the undersigned has executed this Declaration on the 23<sup>rd</sup> day of OCTOBER, 2017

Signed, sealed and delivered in our presence:

Palm Aire Group, LLC, a Florida Limited Liability Company

By: \_\_\_\_\_  
Office: OWNER

\_\_\_\_\_  
Witness  
Print Name SHALINA JAFFER

\_\_\_\_\_  
Witness  
Print Name Mohamed Jaffer

State of Florida  
County of Broward

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of OCTOBER, 2017, by LAURIA JAFFER as OWNER of Palm Aire Group, LLC, a Florida Limited Liability Company, who is personally known to me or has presented \_\_\_\_\_ as identification.

(Notary Seal)



JULIA MARIE CAMACHO  
MY COMMISSION # GG 008579  
EXPIRES: November 5, 2020  
Bonded Thru Budget Notary Services

\_\_\_\_\_  
Notary Public, State of Florida  
My Commission Number: GG 008579  
My Commission Expires: NOV 5, 2020

**EXHIBIT "A"**  
**VOLUNTARY RESTRICTED USES LIST**

1. Assisted living facility
2. Continuing care retirement community
3. Rooming or boarding house
4. Radio or television station
5. Telecommunications facility, on a new freestanding tower
6. Youth center
7. College or university
8. School, elementary
9. School, high
10. School, middle
11. Vocational or trade school
12. Courthouse facility
13. Specialty hospital
14. Specialty medical facility -substance abuse treatment facilities and outpatient rehabilitation facilities
15. Nursing home facility
16. Civic center
17. Lodge or club
18. Place of worship
19. Transportation passenger station/terminal
20. Solar energy collection system (as a principal use)
21. Pet shop
22. Any Boat and Marine Sales and Service Uses
23. Day labor service
24. Telephone call center
25. Arena stadium, or amphitheater
26. Other indoor commercial or membership recreation/entertainment use
27. Automotive parts sales with installation
28. Automotive repair and maintenance facility
29. Battery exchange station
30. Car wash or auto detailing
31. New Automobile and Light Truck sales
32. Automobile and Light Truck rental
33. Muffler/transmission sales and installation
34. Park deck or garage (as principal use); Parking Lot (as principal use)
35. Tire sales and mounting
36. Heavy Truck/recreational vehicle/trailer rental
37. Check cashing or payday loan store
38. Fortune telling establishment
39. Funeral home or mortuary
40. Laundromat
41. Tattoo or body piercing establishment
42. Auction house
43. Consignment boutique
44. Local liquor or package store
45. Regional liquor or package store
46. Beer or wine store
47. Thrift shop
48. Retail sales establishment, large
49. Indoor mall or marketplace
50. Hotel or motel
51. Bar or Lounge
52. Brewpub
53. Hall for hire
54. Nightclub
55. Restaurant
56. Specialty eating or drinking establishment