

Return to: (enclose self-addressed stamped envelope)

Name: John Shiekman, Esq.

Address:

Greenspoon Marder, P.A.
200 E. Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301

This Instrument Prepared by:

John Shiekman, Esq.
Greenspoon Marder, P.A.
200 E. Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301

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DECLARATION OF RESTRICTIVE COVENANTS

30th of January, 2018, by **Pompano Ford Lincoln, Inc.**, a Florida corporation having an address of 2741 North Federal Highway, Pompano Beach, FL 33064 (hereinafter "Owner"), which shall be for the benefit of **THE CITY OF POMPANO BEACH, a municipal corporation** ("City"), with a post office address at 100 West Atlantic Boulevard, Pompano Beach, FL 33060.

WITNESSETH:

WHEREAS, Owner is the fee simple owner of land known located in the City, more particularly described in **Exhibit "A"** ("Property"); and

WHEREAS, Owner made an application to the City to amend the City's zoning map and rezone the Property to General Business (B-3) (the "Application"); and

WHEREAS, in connection with the Application, Owner has voluntarily offered to place certain restrictions on the development of the Property as set forth below in favor of the City; and

WHEREAS, Owner agrees to grant this Covenant to the City, and the City agrees to accept this Covenant in order to place certain restrictions on the development of the Property upon final approval of the Application.

NOW, THEREFORE, in consideration of the foregoing premises and the promises and covenants herein contained, the Owner hereby declares that the Property shall be subject to the covenants, restrictions, and regulations hereinafter set forth, all of 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. Limited B-3 Permitted Uses. The uses on the Property shall be limited to the following (subject to conditions, limitations and restrictions on such uses as set forth in the City's Zoning Code):

- A. Dwelling, live/work*
 - B. Dwelling, multifamily*
 - C. Arboretum or botanical garden
 - D. Community garden
 - E. Park deck or garage (as principal use)
 - F. Parking lot (as principal use)
- *Subject to the future allocation of flexibility units

3. Amendments. Except as otherwise provided herein, 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(s) of the portion of the Property affected by such modification, amendment, or release and approved in writing by the City through the rezoning process with all required public hearings and public notice. The City Commission shall execute an ordinance effectuating and acknowledging such modification, amendment or release. 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 Covenant shall not become effective and shall not be recorded in the Public Records of Broward County, Florida, until after approval by the City of the requested Application and the expiration of all appeal periods or, if an appeal is filed, the conclusion of such appeal in a manner that does not affect the City's approval of the Application. Once recorded, this Covenant shall run with the land for the sole benefit of the City and shall bind all successors-in-interest with respect to the Property. This Covenant shall not give rise to any other cause of action by any parties other than the City, and no parties other than the City shall be entitled to enforce this Covenant. Any failure by the City to enforce this Covenant shall not be deemed a waiver of the right to do so thereafter.

5. 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. The agreed upon venue shall be Broward County, Florida.

6. 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.

7. 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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

Signed, sealed and delivered

Pompano Ford Lincoln, Inc, a Florida limited corporation,

[Signature]
Printed Name: ABRAHAM KARALYOS

By: *[Signature]* V.P.
Name and Title:

[Signature]
Printed Name: AMANDA DIMAURO

Dated: 1/30/18

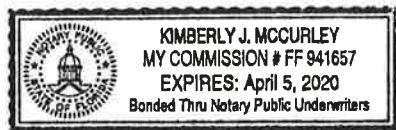
STATE OF Florida)
) SS
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 30th day of January, 2018, by Glenn A. Gardner, as Vice President of Pompano Ford Lincoln, Inc., a Florida corporation.

He or she is:

☒ personally known to me, or
☐ produced identification. Type of identification produced _____.

(Seal)



NOTARY PUBLIC:

[Signature]
Print Name: Kimberly J. McCurley

My commission expires: April 5, 2020

**EXHIBIT A
LEGAL DESCRIPTION
PROPERTY**

Property of Owner:

LOTS 1, 2, 3, 4, 5, AND 6 OF BLOCK 1 OF THE PLAT OF "CRESTHAVEN NO. 3" AS RECORDED IN PLAT BOOK 37 AT PAGE 11 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA.