

Return to: (enclose self-addressed stamped envelope)

Name: Elizabeth Somerstein, Esq.

Address:

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

This Instrument Prepared by:

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

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## DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") made this \_\_\_\_\_ of \_\_\_\_\_ 2025, by DORADO BELLS, LLC ("Owner"), which shall be for the benefit of CITY OF PEMBROKE PINES, 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 Pembroke Pines, more particularly described in **Exhibit A** containing approximately 1.88+/- gross acres ("Property"); and

WHEREAS, an application has been made to the City to rezone the Property from General Business (B-3), to Commercial (C-1), as such terms are defined under Chapter 155 of the Land Development Code of the City of Pembroke Pines, Florida ("Code"), and the Owner has voluntarily agreed to enter into this Declaration; 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 covenants 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 Declaration by this reference.

2. Restriction on Use. The Property may be used for any use permitted under the General Business (B-3) zoning district. Additionally, the Property may be used for the following uses permitted within the Commercial (C-1) zoning district: "Self-Storage."

3. Amendments. This Declaration 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 writing by the City, but only after such modification, amendment, or release has been approved at a duly-noticed public meeting by a majority vote of the members of the City Commission. Any amendment, modification or release of this Declaration shall be recorded in the Public Records of Broward County, Florida.

4. Recordation and Effective Date. Upon approval of this Declaration by the City and execution by the Owner, this Declaration shall be recorded in the Public Records of Broward County, Florida. Once recorded, this Declaration shall run with the land and shall bind all successors-in-interest with respect to the Property.

5. Severability. If any court of competent jurisdiction shall declare any section, paragraph or part of this Declaration 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. Enforcement. The City is the beneficiary of this Declaration and may enforce the provisions herein by action at law or in equity against any person or persons, entity or entities, violating or attempting to violate the terms of this Declaration. Any failure by the City to enforce this Declaration shall not be deemed a waiver of the right to do so thereafter.

7. Captions, Headings and Titles. Articles and paragraph captions, headings and titles inserted throughout this Declaration 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 Declaration.

8. 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.

9. Covenant Running with the Land. The Owner hereby agrees that this Restrictive Covenant shall constitute a covenant to run with the land, as provided by law, and shall be binding upon the undersigned, their heirs, successors and assigns, and all parties claiming under them.

**[SIGNATURES ON FOLLOWING PAGE]**

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

Signed, sealed and delivered  
In the presence of:

Witnesses:

DORADO BELLS, LLC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF FLORIDA       )  
COUNTY OF BROWARD   ) ss

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, by \_\_\_\_\_, as \_\_\_\_\_ of **DORADO BELLS, LLC**, who is personally known to me or who has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Typed, printed or stamped name of Notary Public

My Commission Expires: