

This Instrument Was Prepared By:

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Record and Return To:

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**FOURTH AMENDMENT TO THE  
DECLARATION OF RESTRICTIVE COVENANTS**

THIS FOURTH AMENDMENT TO THE DECLARATION OF RESTRICTIVE COVENANTS (“Amendment”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2025 by V & H Development Corp., a Florida corporation, having an address of 111 SW 3<sup>rd</sup> Street, Penthouse, Miami, FL, 33130 (“V&H”), Imperial Hornet Developers Florida, LLC, a Delaware limited liability company, having an address of 916 South Gretna Green Way, Los Angeles, CA, 90049 (“Imperial”), Ocean Bank, a Florida banking corporation, having an address of 780 NW 42<sup>nd</sup> Avenue, Suite 601, Miami, FL, 33126 (“Ocean Bank”), Flaky Crust Properties, LLC, a Florida limited liability company, having an address of 1458 South Hiatus Road, Pembroke Pines, FL, 33025 (“Flaky Crust”), Raintree at Pines “LLC”, a Florida limited liability company, having an address of 7027 West Broward Boulevard, Suite 324, Fort Lauderdale, FL, 33317 (“Raintree”) and Elite Realty Group Consultants, LLC, a Florida limited liability company, having an address of 2200 North Ocean Boulevard, Suite 1201, Fort Lauderdale, FL 33305 (“Elite”) collectively hereinafter referred to as the “Owners”.

**WITNESSETH**

WHEREAS, that certain Declaration of Restrictive Covenants was recorded in Official Records Book 42392, Pages 1952-1972 and the Corrective Declaration of Restrictive Covenants (the “Corrective Declaration”) dated June 4, 2007 and recorded June 20, 2007 in Official Records Book 44218, Page 1631, as amended by that certain First Amendment to Declaration of Restrictive Covenants (the “First Amendment”) dated January 23, 2013 and recorded January 25, 2013 in Official Records Book 49450, Page 410, as further amended by that certain Second Amendment to Declaration of Restrictive Covenants (the “Second Amendment”) dated October 10, 2013 and recorded October 21, 2013 in Official Records Book 50269, Page 1959, as further amended by City of Pembroke Pines Ordinance No. 1636, as further amended by that certain Third Amendment to Declaration of Restrictive Covenants (the “Third Amendment”) dated October 31, 2017 and recorded November 1, 2017 as Instrument Number 114698090 (collectively, the “Declaration”) each of the Public Records of Broward County, Florida, under the terms of which certain real

property more particularly described in the Declaration was subjected to the covenants, conditions, easements, reservations and restrictions set forth in the Declaration; and

WHEREAS, the Owners, collectively, own all of the Commercial Parcel as defined in the Declaration consisting of approximately 9.99 acres (+/-) of land in Pembroke Pines, Florida which is located in Broward County, Florida; and

WHEREAS, the City Commission approved an amendment to the City's Zoning Map on June 21, 2017 pursuant to Ordinance No. 1878 to change the zoning designation of the Commercial Parcel from "B-2 Community Business" to "B-3 General Business," to allow for the development of a convenience store and gas station facility on a 1.75 acre (+/-) portion of the Commercial Parcel; and

WHEREAS, the City Commission further approved an amendment to the City's Zoning Map on \_\_\_\_\_ pursuant to Ordinance No. \_\_\_\_\_ to change the zoning designation of the Commercial Parcel from "B-3 General Business" to "C-1 Commercial," to allow for the development of a self-storage facility on a 3.57 acre (+/-) portion of the Commercial Parcel; and

WHEREAS, pursuant to Paragraph 3 of the Declaration, the Declaration may be amended by written instrument executed by the current owner or owners of the Commercial Parcel together with the approval of the City Commission; and

WHEREAS, as a result of the City Commission's actions to change the zoning designation of the Commercial Parcel from "B-3 General Business" to "C-1 Commercial," Owners desire to amend the Declaration as hereinafter provided.

NOW, THEREFORE, in consideration of the promises and covenants herein contained, Owners hereby agree to amend the Declaration as herein provided:

1. Recitals; Defined Terms. The recitals set forth above are true and correct in all respects and are incorporated into this Amendment by reference as if set forth in this Amendment verbatim. Defined (capitalized) terms which are used in and are not otherwise defined in this Amendment shall have the meaning set forth in the Declaration.
2. Conflicts. In the event that there is a conflict between this Amendment and the Declaration, this Amendment shall control. Whenever possible, this Amendment shall be construed as a single document. Except as modified by this Amendment, the Declaration shall remain in full force and effect.
3. Paragraph 2(B). Paragraph 2(B) of the Declaration is deleted in its entirety and the following inserted in lieu thereof:

(B) The Commercial Parcel, for as long as the Commercial Parcel is zoned C-1, shall be restricted as follows:

(1) Except as otherwise provided in this subsection (B), the Commercial Parcel may be used for a self-storage facility as such use is permitted by the

“storage warehouse” use category in the City’s “C-1 Commercial” zoning district and for all uses permitted in the “B-3 General Business” zoning district and not prohibited in subsection (3) below.

(2) The only “C-1 Commercial” permitted use shall be for a self-storage facility, and no other “C-1 Commercial” use will be permitted unless otherwise permitted in the “B-3 General Business” district.

(3) The Commercial Parcel will be used in accordance with the uses permitted in the “B-3 General Business” zoning district; however, the following permitted “B-3 General Business” uses shall be prohibited:

- (a) Sewage or water treatment plants; and
- (b) Shooting galleries; and
- (c) Bars, taverns, music halls and pool/billiard rooms as a primary use (however, this restriction shall not apply to restaurants that also serve alcoholic beverages); and
- (d) Amusement devices such not prohibit penny arcades that are an ancillary use to a primary uses including, but not limited to, restaurant use); and
- (e) Drive-in theaters; and
- (f) Nightclubs; and
- (g) Day care facilities such as day nurseries or day care schools that occupy less than five thousand (5,000) square feet of interior floor area; and
- (h) Churches or church schools, and uses accessory thereto; and
- (i) Games of skill and science; and

(4) The self-storage facility built on the Commercial Parcel shall not exceed a maximum height of sixty-five (65) feet, excluding parapets, architectural facades, decorative features and/or any screening, air conditioning or other items located on any structure. All other buildings built on the Commercial Parcel shall not exceed two (2) stories, excluding parapets, architectural facades, decorative features and/or any screening, air conditioning or other items located on any structure.

- 4. Except as expressly modified herein, the Declaration shall remain in full force and effect and is not otherwise amended.
- 5. Miscellaneous. This Amendment cannot be modified or terminated except by written agreement executed by the then owner or owners of the Commercial Parcel as provided in the Declaration together with the approval of the City Commission. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original. The terms, conditions and provisions of the Declaration are, except as modified herein, ratified and confirmed, and this Amendment supersedes all prior agreements and understandings, both written and oral with respect to the matters set forth herein.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Declaration of Restrictive Covenants on the day first above written.

Witnesses:

V & H Development Corp.,  
a Florida corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me,  
An officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgement,  
the foregoing instrument was acknowledged before me by \_\_\_\_\_, as  
\_\_\_\_\_ of V & H Development Corp., a Florida corporation, and on behalf of  
the corporation, freely and voluntarily under authority duly vested in him, (\_\_\_\_) who is personally  
known to me or (\_\_\_\_) who has produced his/her Florida Driver's License as identification.

My Commission Expires:

\_\_\_\_\_  
Notary Public — State of Florida at Large

\_\_\_\_\_  
Printed Name of Notary Public

(SEAL)

Witnesses:

Imperial Hornet Developers Florida, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me,  
an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgement,  
the foregoing instrument was acknowledged before me by \_\_\_\_\_, as  
\_\_\_\_\_ of Imperial Hornet Developers Florida, LLC, a Delaware limited  
liability company, and on behalf of the company, freely and voluntarily under authority duly vested in  
him, (\_\_\_\_) who is personally known to me or (\_\_\_\_) who has produced his/her  
\_\_\_\_\_ Driver's License as identification.

My Commission Expires:

\_\_\_\_\_  
Notary Public — State of \_\_\_\_\_ at Large

\_\_\_\_\_  
Printed Name of Notary Public

(SEAL)

Witnesses:

Ocean Bank, a Florida banking corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgement, the foregoing instrument was acknowledged before me by \_\_\_\_\_, as \_\_\_\_\_ of Ocean Bank, a Florida banking corporation, and on behalf of the company, freely and voluntarily under authority duly vested in him, (\_\_\_\_) who is personally known to me or (\_\_\_\_) who has produced his/her Florida Driver's License as identification.

My Commission Expires:

\_\_\_\_\_  
Notary Public — State of Florida at Large

\_\_\_\_\_  
Printed Name of Notary Public

(SEAL)

Witnesses:

Flaky Crust Properties, LLC,  
a Florida limited liability company

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me,  
an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgement,  
the foregoing instrument was acknowledged before me by \_\_\_\_\_, as  
\_\_\_\_\_ of Flaky Crust Properties, LLC, a Florida limited liability company, and  
on behalf of the company, freely and voluntarily under authority duly vested in him, (\_\_\_\_) who is  
personally known to me or (\_\_\_\_) who has produced his/her Florida Driver's License as identification.

My Commission Expires:

\_\_\_\_\_  
Notary Public — State of Florida at Large

\_\_\_\_\_  
Printed Name of Notary Public

(SEAL)

Witnesses:

Raintree at Pines "LLC",  
a Florida limited liability company

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me,  
an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgement, the  
foregoing instrument was acknowledged before me by \_\_\_\_\_, as  
\_\_\_\_\_ of Raintree at Pines "LLC", a Florida limited liability company, and on  
behalf of the company, freely and voluntarily under authority duly vested in him, (\_\_\_\_) who is personally  
known to me or (\_\_\_\_) who has produced his/her Florida Driver's License as identification.

My Commission Expires:

\_\_\_\_\_  
Notary Public — State of Florida at Large

\_\_\_\_\_  
Printed Name of Notary Public

(SEAL)



Witnesses:

Elite Realty Group Consultants, LLC,  
a Florida limited liability company

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me,  
an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgement, the  
foregoing instrument was acknowledged before me by \_\_\_\_\_, as  
\_\_\_\_\_ of Elite Realty Group Consultants, LLC, a Florida limited company, and on  
behalf of the company, freely and voluntarily under authority duly vested in him, (\_\_\_\_) who is personally  
known to me or (\_\_\_\_) who has produced his/her Florida Driver's License as identification.

My Commission Expires:

\_\_\_\_\_  
Notary Public — State of Florida at Large

\_\_\_\_\_  
Printed Name of Notary Public

(SEAL)

CITY OF PEMBROKE PINES, a Florida  
municipal corporation

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By: \_\_\_\_\_

Print Name: ANGELO CASTILLO

Title: MAYOR

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DEBRA ROGERS, CITY CLERK

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CITY ATTORNEY

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by ANGELO CASTILLO, as MAYOR of CITY OF PEMBROKE PINES, a Florida municipal corporation, on behalf of such corporation, who is personally known to me or who has produced a driver's license as identification.

My Commission Expires:

(SEAL)

Notary Public — State of Florida

Printed Name \_\_\_\_\_