

This Instrument Was Prepared By:

Record and Return To:

(Reserved)

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (“Declaration”) is made this _____ day of _____, 2019 by the **CITY OF PEMBROKE PINES**, a municipal corporation of the State of Florida, with an address of 601 City Center Way, Pembroke Pines, Florida, 33025 (“City”).

WITNESSETH:

WHEREAS, City is the owner of approximately 3.35 acres (+/-) of land in Pembroke Pines, Florida which is located in Broward County, Florida, and which is more particularly described on Exhibit “A” attached hereto and made a part hereof (“City Property”); and

WHEREAS, City is also the current owner of approximately 3.15 acres (+/-) of unimproved land located directly adjacent and contiguous to the City Property in Pembroke Pines, Florida which is located in Broward County, Florida, and which is more particularly described on Exhibit “B” attached hereto and made a part hereof (“ALF Property”); and

WHEREAS, simultaneously with or after executing this Declaration, the City will convey the ALF Property to Providence I Investments, LLC, a foreign limited liability company with an address of 400 Colonial Center Parkway, Suite 120, Lake Mary, Florida 32746 (“Providence”) which shall be evidenced by a Special Warranty Deed from the City to Providence recorded in the Public Records of Broward County, Florida; and

WHEREAS, the City and Providence have agreed to the imposition of the restriction described in this Declaration on the City Property; and

WHEREAS, Providence is acquiring the ALF Property with the primary intent of developing an Assisted Living & Memory Care project with a minimum of 126 beds and a maximum of 150 beds

on the ALF Property and/or in accordance with any other permitted use or uses consistent with the permitted uses of the ALF Property pursuant to the Zoning Regulations or Code of Ordinances applicable to the City of Pembroke Pines, together with associated amenities, parking and other property features; and

WHEREAS, in consideration for the sale of the ALF Property to Providence, City has voluntarily agreed to enter into this Declaration to restrict the permitted uses on the City Property to avoid any conflict with Providence's primary intended use of the adjacent ALF Property.

NOW, THEREFORE, in consideration of the promises and covenants herein contained, City hereby declares that the City Property described on Exhibit "A" herein shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, and regulations hereinafter set forth, all of which shall run with the City Property and any part thereof and which shall be binding upon all parties having any right, title or interest in such City Property or any part thereof, including their heirs, successors and assigns.

- 1. Recitations.** The recitations set forth above are true and correct and are incorporated into this Declaration by this reference.
- 2. Prohibited Uses.** The City and any subsequent owner (each an "Owner") of all or any portion of the City Property hereby covenants and agrees that the following uses shall be prohibited anywhere on or within the City Property, or any portion thereof: any assisted living facility, congregate living facility, memory care, continuous care retirement community, or nursing home, or similar use which may in the future be developed.
- 3. Amendments.** This Declaration shall not be modified, amended, waived or released as to the City Property, or any portion thereof, except by written instrument, approved and executed by the then owner or owners of the ALF Property and executed by and with the appropriate governmental authority of the City, which shall approve and execute the 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. Covenant Running with the Land.** This Declaration shall be a covenant that runs with the land and shall survive the conveyance of the City Property or any portion thereof by the City or subsequent Owner to any transferee or assignee.
- 5. Recordation and Effective Date.** This instrument shall become effective once recorded in the Public Records of Broward County, Florida. Once recorded, this Declaration shall run with the City Property and shall bind all successors and assigns to the title of the City Property.
- 6. 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.

- 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.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the CITY has made and executed this Declaration of Restrictive Covenants through its City Commissioners, signed by and through its Mayor, authorized to execute same by City Commission action on the _____ day of _____, 2019.

CITY

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

BY: _____

MAYOR FRANK C. ORTIS

MARLENE GRAHAM, CITY CLERK

DATE: _____

APPROVED AS TO LEGAL FORM:

OFFICE OF THE CITY ATTORNEY