

Return to: (enclose self-addressed stamped envelope)

Name: Mark J. Lynn, Esq.

Address:

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

This Instrument Prepared by:

Mark J. Lynn, 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 ("**Covenant**") made this _____ of _____, 2020, by David Braun and Gail M. Braun (collectively, "**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 3.98+/- gross acres ("**Property**"); and

WHEREAS, an application has been made to the City of Pembroke Pines, Florida (the "**City**") to rezone the Property, with respect to Tract A of the Property (as described in Exhibit "A"), from B-2, Community Business ("**B-2**"), to C-1, Commercial ("**C-1**"), and, with respect to Tract B of the Property (as described in Exhibit "B"), from B-2 to A-1, Limited Agriculture ("**A-1**") as such terms are defined under Chapter 155 of the Pembroke Pines Code of Ordinances (the "**Code**"), and the Owner has voluntarily agreed to enter into this Covenant; 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 covenant 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 Covenant by this reference.

2. **Restriction on Use.** Notwithstanding the City's rezoning of the Property, with respect to Tract A, from B-2 to C-1 and, with respect to Tract B, from B-2 to A-1, Tract A of the Property shall be used only for a retail operation, which may include one or more of the following

uses as accessory uses to the retail operation: “agricultural implements,” “feed,” “fertilizer,” “fuel,” “machinery,” and “tractors” sales and display facility (as designated in the Code) with appurtenant outdoor display area, “bottle gas storage, filling, and distribution,” (as designated in the Code), and “storage warehouse” (as designated in the Code). No other use otherwise permitted under the Code for C-1 on Tract A, or A-1 on Tract B, is permitted. Tract A of the Property may be used for any use permitted under B-2.

3. Amendments. 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 of the portion of the Property affected by such modification, amendment, or release and approved in writing by the City. Any amendment, modification or release of this Covenant shall be recorded in the Public Records of Broward County, Florida.

4. Recordation and Effective Date. Upon approval of this Covenant by the City and execution by the Owner, this Covenant shall be recorded in the Public Records of Broward County, Florida. Once recorded, this Covenant 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 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.

6. Enforcement. The City is the beneficiary of this Covenant 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 Covenant. Any failure by City to enforce this Covenant 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 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.

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 ON FOLLOWING PAGE]

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

Signed, sealed and delivered
In the presence of:

(Signature)

Print Name

By: _____
David Braun
(as to Tract A and Tract B)

Dated: _____

(Signature)

Print Name

ACKNOWLEDGEMENT:

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

BEFORE ME, the foregoing instrument was acknowledged by David Braun, who is personally known to me or who produced _____ as identification,

SWORN TO (OR AFFIRMED) AND SUBSCRIBED before me, by means of ____ physical presence or ____ online notarization, this _____ day of _____, 2020.

NOTARY PUBLIC:

(SEAL)

My commission expires:

Print name:

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

Signed, sealed and delivered
In the presence of:

(Signature)

Print Name

By: _____
Gail M. Braun

Dated: _____

(Signature)

Print Name

ACKNOWLEDGEMENT:

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

BEFORE ME, the foregoing instrument was acknowledged by Gail M. Braun, who is personally known to me or who produced _____ as identification,

SWORN TO (OR AFFIRMED) AND SUBSCRIBED before me, by means of ____ physical presence or ____ online notarization, this _____ day of _____, 2020.

NOTARY PUBLIC:

(SEAL)

My commission expires:

Print name:

**EXHIBIT A
LEGAL DESCRIPTION
PROPERTY**

TRACTS A AND B, PINES 200 EAST PLAT, ACCORDING TO THE PLAT THEREOF, AS
RECORDED IN PLAT BOOK 174, PAGE 27, OF THE PUBLIC RECORDS OF BROWARD
COUNTY, FLORIDA