

CFN # 108137151, OR BK 45675 Page 701, Page 1 of 6, Recorded 09/12/2008 at 09:21 AM, Broward County Commission, Deputy Clerk 2030

Return to: (enclose self-addressed stamped envelope)

Name: Hope W. Calhoun, Esq.  
Ruden, McClosky  
Address: 200 East Broward Boulevard, 15<sup>th</sup> Floor  
Fort Lauderdale, FL 33301

This Instrument Prepared by:  
Deborah M. McTigue, Esquire  
Ruden, McClosky, Smith,  
Schuster & Russell, P.A.  
200 East Broward Boulevard  
15th Floor  
Fort Lauderdale, Florida 33301

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DECLARATION OF RESTRICTIVE COVENANTS

**THIS IS NOT AN**  
THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is made and entered into this 29 of AUGUST, 2008, by SHERIDAN HOUSE, INC., a Florida corporation, having an address of 1700 South Flamingo Road, Davie, Florida, 33325 ("Declarant") (for the benefit of the CITY OF DANIA BEACH, a Florida municipal corporation, its successors and assigns, with a post office address at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, with the Joinder and Consent of N/A ("Mortgagee").

WITNESSETH:

WHEREAS, Declarant is the owner of that certain real property located in the City of Dania Beach, Broward County, Florida, legally described on Exhibit "A", attached hereto and made a part hereof (the "Property"); and

WHEREAS, Declarant has applied to the City of Dania Beach ("City") to amend the Future Land Use Plan designation of the Property from Community Facility to Medium Residential ("Application") and City has approved said Application; and

WHEREAS, the City has requested that Declarant voluntarily restrict the development of the Property in connection with the City's approval of the Application; and

WHEREAS, Declarant has agreed that the Property shall be subject to the terms and provisions of this Declaration as hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and covenants herein contained, Declarant hereby declares that the Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants and restrictions hereinafter set forth, all of which shall run with such Property and any part thereof and which shall be binding upon all parties having any right, title or interest in such Property or any part thereof, 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.

FTL:1782363:4

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2. Property Development. Declarant hereby declares the following in connection with the development of the Property:

a. No more than twelve (12) residential units per acre shall be constructed upon the Property; provided, however, up to a maximum of thirteen point five (13.5) residential units per acre may be constructed upon the Property if such units are constructed with a two (2) car ground floor garage.

b. Each residential unit shall be conveyed subject to a condominium or as a fee simple form of ownership.

c. No owner of any residential unit shall be permitted to rent, lease or otherwise offer such residential unit for occupancy to any non-owner for a term of less than one (1) year.

d. No residential building shall exceed thirty-five (35) feet in height above average grade, excluding architectural features, parapets, lighting, equipment and utilities.

3. Development Obligations. In connection with the development of the Property, Declarant shall be obligated to:

a. Dedicate for the benefit of the City certain land for use as a public park, in accordance with Section 19-17 of the City of Dania Beach Code of Ordinances ("Park Parcel"). The dedication of the Park Parcel shall not be required prior to site plan submittal for the development of the Property, as further required herein, but is required before issuance of a building permit.

b. Dedicate funds in the amount of fifty thousand dollars (\$50,000.00) to the City to facilitate the construction of physical improvements to the Park Parcel as determined by the City's Parks and Recreation Department recommendations. Payment of the funds required by this section shall not be due to the City prior to site plan submittal for the development of the Property, as further required herein, but is required before issuance of a building permit.

c. Rezone the Property consistent with the Planned Residential District-1 designation concurrently with Declarant's application to the City for site plan approval.

4. Amendments. This Declaration shall not be modified, amended or released, except by written instrument executed by Declarant and the City.

5. Recordation and Effective Date. This instrument shall not become effective until recorded in the Public Records of Broward County, Florida. Once recorded, this Declaration shall run with the Property for the sole benefit of the City and shall bind all successors and assigns of Declarant holding title to any portion of the 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.

9. Waiver. No waiver of any of the provisions of this Declaration shall be effective unless it is in writing, signed by the party against whom it is asserted and any such waiver shall only be applicable to the specific instance in which it relates and shall not be deemed to be a continuing or future waiver.

10. Governing Law and Selection of Forum. This Declaration shall be governed by and construed in accordance with the laws of the State of Florida and venue for any litigation arising hereunder shall be Broward County, Florida.

11. Attorneys' Fees and Costs. In connection with any litigation or arbitration arising out of this Declaration, the prevailing party shall be entitled to recover all reasonable attorneys' and paralegals' fees and costs through all trial, appellate and post-judgment proceedings and arbitration proceedings.

12. Agreement. This Declaration embodies and constitutes the entire understanding between the parties with respect to the matters contemplated herein and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Declaration.

13. Further Assurance. The parties hereto agree to execute such further documents as may be reasonably requested by the other to carry out the intent and purpose of this Declaration.

14. Remedy for Breach. Any breach, as determined by the City, of this Declaration shall justify and allow the City to apply to any court of law or equity having jurisdiction for an injunction or other proper relief, and if such relief is granted, the court may, in its discretion, award to the City in such action, the reasonable expenses in prosecuting the suit, including reasonable attorney fees and costs.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURE PAGES FOLLOW]

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

WITNESSES:

Ellen Villa  
Print Name: Ellen Villa

Deborah R. Howell  
Print Name: Deborah R. Howell

DECLARANT:

SHERIDAN HOUSE, Inc., a Florida corporation

By: William C. Stehens  
Name: William C. Stehens  
Title: Vice President, Finance

STATE OF FLORIDA )  
COUNTY OF Broward ) SS: THIS IS NOT AN  
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 William C. Stehens, the VP, Finance of SHERIDAN HOUSE, INC., a Florida corporation, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He/she is personally known to me or who has produced NA as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 29<sup>th</sup> day of August, 2008.

Deborah R. Howell  
Notary Public

Deborah R. Howell  
Typed, printed or stamped name of Notary Public

My Commission Expires:



JOINDER AND CONSENT OF MORTGAGEE

\_\_\_\_\_, ("Mortgagee"), as the owner and holder of: (i) that certain Mortgage, Assignment of Leases and Rents, and Security Agreement from \_\_\_\_\_ recorded \_\_\_\_\_, in Official Records Book \_\_\_\_\_, at Page \_\_\_\_\_; and (ii) that certain UCC-1 Financing Statement recorded \_\_\_\_\_, in Official Records Book \_\_\_\_\_, at Page \_\_\_\_\_, all of the Public Records of Broward County, Florida (collectively, the Loan Documents), does hereby consent to the restriction set forth in this Declaration and subordinates the Loan Documents to such Declaration.

WITNESSES:

MORTGAGEE:

~~THIS IS NOT AN OFFICIAL COPY~~

Printed Name:

By:

Printed Name:

Title:

Address:

Printed Name:

STATE OF )

)SS

COUNTY OF )

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 \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, freely and voluntarily under authority duly vested in him by said Mortgagee. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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

\_\_\_\_\_  
Typed, Printed or Stamped Name of Notary Public

My Commission Expires:

EXHIBIT "A"

THE PROPERTY

Parcel A, Sheridan House Plat, according to the Plat thereof, as recorded in Plat Book 105, Page 50, of the Public Records of Broward County, Florida.

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OFFICIAL COPY