

**DOCUMENT ROUTING FORM**

P① ✓ 2/27/14

NAME OF DOCUMENT: DECLARATION OF RESTRICTIVE COVENANTS – HOLMAN AUTOMOTIVE

Approved Comm. Mtg. on December 17, 2013 CAR# 13-1438

ITEM:  M -  PH -  O - 2  CR -  R

Routing Origin:  CAO  ENG.  COMM. DEV.  OTHER

Also attached:  copy of CAR  copy of document  ACM Form  #        originals

By: ksa forwarded to: City Manager  
Initials

1.) Approved as to Content: N/A  
Department Director

Capital Improvements defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

Please Check the proper box: CIP FUNDED  YES  NO  
Capital Improvement Projects

2.) Approved as to Funds Available: by \_\_\_\_\_ Date: \_\_\_\_\_  
Finance Director

Amount Required by Contract/Agreement \$ \_\_\_\_\_ Dept./Div. \_\_\_\_\_

FUNDING SOURCE: Index/Sub-object \_\_\_\_\_ Project # \_\_\_\_\_

3.) City Attorney's Office: Approved as to Form # ONE Originals to City Mgr. By: ksa

Harry A. Stewart \_\_\_\_\_ Cole Copertino \_\_\_\_\_ Robert B. Dunckel \_\_\_\_\_  
Ginger Wald \_\_\_\_\_ D'Wayne Spence DS Paul G. Bangel \_\_\_\_\_  
Carrie Sarver \_\_\_\_\_ DJ Williams-Persad \_\_\_\_\_

CITY CLERK  
2014 FEB 21 PM 4:06

4.) Approved as to content: Assistant City Manager:

By: \_\_\_\_\_ By: \_\_\_\_\_  
Stanley Hawthorne, Assistant City Manager Susanne Torriente, Assistant City Manager

CITY MANAGER  
2014 FEB 19 PM 4:50

5.) City Manager: Please sign as indicated and forward # ONE originals to Mayor.

6.) Mayor: Please sign as indicated and forward # ONE originals to Clerk.

7.) To City Clerk for attestation and City seal.

**INSTRUCTIONS TO CLERK'S OFFICE**

8.) City Clerk: forwards ONE original document to **D'Wayne Spence to arrange for Recording**

Copy of document to \_\_\_\_\_  Original Route form to \_\_\_\_\_  
 Attach \_\_\_\_\_ certified copies of Reso. # \_\_\_\_\_  Fill-in date

2/24

Return to: (enclose self-addressed stamped envelope)

Name: Steven Wherry, Esq.

Address:  
Greenspoon Marder  
100 West Cypress Creek Road  
Suite 700  
Fort Lauderdale, FL 33309

INSTR # 112176970  
OR BK 50640 Pages 967 - 977  
RECORDED 03/24/14 10:13:49 AM  
BROWARD COUNTY COMMISSION  
DEPUTY CLERK 3370  
#1, 11 Pages

This Instrument Prepared by:

Steven Wherry, Esq.  
Greenspoon Marder  
100 West Cypress Creek Road  
Suite 700  
Fort Lauderdale, FL 33309

SPACE ABOVE THIS LINE FOR PROCESSING DATA

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**DECLARATION OF RESTRICTIVE COVENANTS**

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration"), made this 24<sup>th</sup> day of February, 2014, by HOLMAN AUTOMOTIVE, INC., a Florida Corporation, with a post office address of 911 NE 2nd Avenue, Fort Lauderdale, FL 33304 (the "Declarant"), shall be for the benefit of the City of Fort Lauderdale, a Florida municipal corporation, its successors and assigns, with a post office address at 100 N. Andrews Avenue, Fort Lauderdale, FL 33301 (the "City").

RECITALS:

A. Declarant owns and intends to develop approximately 1.38 acres of land, generally located east of South Federal Highway and south of Southeast 14th Court, in the City (the "Overall Site"), including a portion of the of the Overall Site more particularly described in **Exhibit "A"** attached hereto and made a part hereof (the "Property").

B. Declarant has submitted an application to the City to rezone the Property from RMM-25 (Residential Multifamily Mid Rise/Medium High Density District) to B-1 (Boulevard Business) (the "Application").

C. In connection with the ultimate development of the Overall Site, the Declarant may construct an automobile dealership on the Overall Site.

D. The Declarant has voluntary agreed to record this Declaration to limit the allowable uses on the Property as described in **Exhibit "B"** attached hereto and made a part

(11)

hereof (the "Allowable Uses"), which exhibit generally lists allowable uses and indicates certain particular uses excluded from allowable uses by strike-through formatting.

E. The City agrees to accept this Declaration pursuant to the provisions herein.

NOW, THEREFORE, the Declarant hereby declares that the Property 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 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, including, if applicable, their heirs, successors, and assigns.

Section 1. Recitations. The above recitals are true, complete and correct and are hereby incorporated herein by this reference.

Section 2. Use of Property. The Property may be used in accordance with those uses described in Exhibit "B" not bearing strike-through formatting and in accordance with all other applicable land development code requirements. The Property is intended to be used primarily for an automobile dealership and other related ancillary purposes.

Section 3. Amendments. This Declaration shall not be modified, amended, or released, except by written instrument, executed by the then owner or owners of the Property and the City. Said document must be recorded in the Public Records of Broward County, Florida.

Section 4. Recordation and Effective Date. This instrument shall not become effective and shall not be recorded in the Public Records of Broward County, Florida until after approval by the City of the Application, and the expiration of all appeal periods applicable to such approval, or if an appeal is filed, at the denial of such appeal with the Application, as approved, remaining in full force and effect. Once recorded, this Declaration shall run with the Property for the sole benefit of the City and shall bind all successors in interest to the title of the Property.

Section 5. Severability. The covenants contained herein are hereby declared to be severable and independent. 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.

Section 6. Notices. If a party desires to give notice hereunder to the other, such notice shall be in writing and addressed to the party for whom it is intended at the addresses set forth below.

If to Owner:                   HOLMAN AUTOMOTIVE, INC.  
  911 N.E. 2<sup>nd</sup> Avenue  
  Fort Lauderdale, FL 33304  
  Attention: Robert J. Bamonte

With a copy to: GREENSPOON MARDER, P.A.  
100 W. Cypress Creek Road, Suite 700  
Fort Lauderdale, FL 33309  
Attention: Steven S. Wherry, Esquire


If to City: CITY OF FORT LAUDERDALE, FLORIDA  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301  
Attention: City Attorney

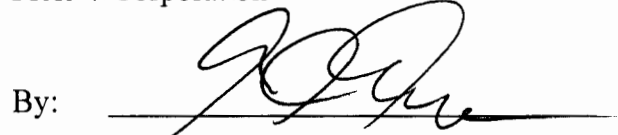
Section 7. Choice of law and venue. Any controversies or legal problems arising out of this Declaration and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the Declarant and City have executed this Declaration of Restrictive Covenants on the day first above written.

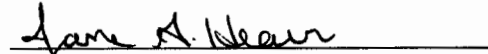
Signed, sealed and delivered  
in the presence of:

HOLMAN AUTOMOTIVE, INC., a  
Florida Corporation

  
Witness  
ROBERT J. BAMONTE

By:   
Vice President  
Title

Printed Name

  
Witness  
Jane G. Hearn

Printed Name

STATE OF FLORIDA        )  
                                      ) SS:  
COUNTY OF DADE        )

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 Glenn A Gardner, the Vice President of HOLMAN AUTOMOTIVE, INC., a Florida Corporation, freely and voluntarily under authority duly vested in him. He is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 14 day of February, ~~2013~~ 2014



Kimberly J. McCurley  
Notary Public  
Kimberly J. McCurley  
Typed, printed or stamped name of Notary Public

My Commission Expires: April 5, 2016

Signed, sealed and delivered  
in the presence of:

CITY OF FORT LAUDERDALE,  
FLORIDA, a municipal corporation under  
the laws of the State of Florida

Safees Ali

Witness

Safees Ali

Printed Name

Miranda Scott

Witness

MIRANDA SCOTT

Printed Name

By: [Signature]  
Mayor

By: [Signature]  
City Manager

ATTEST:

[Signature]  
City Clerk

Approve as to form:

[Signature]  
Assistant City Attorney

(CORPORATE SEAL)



**EXHIBIT "A"**

**PROPERTY**

ALL OF LOTS 4, 5, 6 AND 7, BLOCK 51-L, "CROISSANT PARK", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 4, PAGE 28, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH THE WEST ONE-HALF OF THE 15 FOOT ALLEY ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 10, PAGE 50, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND VACATED IN OFFICIAL RECORDS BOOK 10277, PAGE 786 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SUCH LANDS BEING LOCATED IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

**EXHIBIT "B"**

**ALLOWABLE USES**

<b>A. PERMITTED USES</b>	<b>B. CONDITIONAL USES: See <u>Section 47-24.3</u></b>
1. <i>Automotive</i>	
a. Automotive Sales, Rental, New vehicles, see <u>Section 47-18.3</u>	
b. Automotive Parts & Supplies Store.	
c. <del>Automotive Repair Shop, including minor repair, see <u>Section 47-18.4</u></del>	
d. Automotive Service Station, see <u>Section 47-18.5</u>	
e. Car Wash, automatic, see <u>Section 47-18.7</u>	
f. Motorcycle/moped sales.	
g. Tire Sales, including Retreading and Service.	
2. <i>Boats, Watercraft and Marinas</i>	
a. Marine Parts and Supplies Store. b. Sailmaking. c. Watercraft Repair, minor repair, see <u>Section 47-18.37</u> d. Watercraft Sales and Rental, new or used, see <u>Section 47-18.36</u> .	a. Charter and Sightseeing Boat, see <u>Section 47-23.8</u> b. Hotel Marina, see <u>Section 47-23.8</u> c. Marina, see <u>Section 47-23.8</u> d. Marine Service Station see <u>Section 47-18.20</u> e. Watercraft Sales and Rental, new or used, on a waterway, see <u>Section 47-23.8</u> .
3. <i>Commercial Recreation</i>	
a. Billiard Parlor. b. Bingo Hall. c. Bowling Alley. d. Indoor Motion Picture Theater. e. Performing Arts Theater.	a. Golf Course, Golf Range. b. Indoor Firearms Range, <u>Section 47-18.18</u> c. Miniature Golf.
4. <i>Food and Beverage Service</i>	
a. Bakery Store.	
b. <del>Bar, Cocktail Lounge, Nightclub.</del>	
c. Cafeteria.	



d.	Candy, Nuts Store.
e.	Delicatessen.
f.	Food and Beverage Drive-Thru.
g.	Fruit and Produce Store.
h.	Grocery/Food Store.
i.	Ice Cream/Yogurt Store.
j.	<del>Liquor Store.</del>
k.	Meat and Poultry Store.
l.	Restaurant.
m.	Seafood Store.
n.	Supermarket.
5.	<i>Lodging</i>
a.	Bed and Breakfast Dwelling, see <u>Section 47-18.6</u>
b.	Hotel, see <u>Section 47-18.16</u>
6.	<i>Mixed Use Developments</i>
	a. <u>Mixed Use Development, see Section 47-18.21</u>
7.	<i>Public Purpose Facilities</i>
a.	Civic and Private Club Facility.
b.	Government Administration.
c.	Hospital.
d.	House of Worship.
e.	Library.
f.	Museum.
g.	Public/Private Recreation.
h.	Police and Fire Substation.
i.	Post Office Substation.
j.	School.
a.	Social Service Residential Facility, see <u>Section 47-18.32</u>
8.	<i>Retail Sales</i>
a.	Antiques Store.
b.	Apparel/Accessories Store.
c.	Arts & Crafts Supplies Store.

d.	Art Galleries, Art Studio.
e.	Bait and Tackle Store.
f.	Bicycle Shop.
g.	Book Store.
h.	Camera, Photographic Supplies Store.
i.	Card & Stationery Store.
j.	Cigar, Tobacco Store.
k.	Computer/Software Store.
l.	Consignment, Thrift Store.
m.	Cosmetic, Sundries Store.
n.	Department Store.
o.	[Reserved.]
p.	Fabric, Needlework, Yarn Shop.
q.	Flooring Store.
r.	Florist Shop.
s.	Furniture Store.
t.	Gifts, Novelties, Souvenirs Store.
u.	Glassware, China, Pottery Store.
v.	Hardware Store.
w.	Hobby Items, Toys, Games Store.
x.	Holiday-Related Merchandise, Outdoor Sales, see <a href="#">Section 47-18.15</a>
y.	Home Improvement Center.
z.	Household Appliances Store.
aa.	Jewelry Store.
bb.	Lawn & Garden Center, outdoor display permitted.
cc.	Linen, Bath, Bedding Store.
dd.	Luggage, Handbags, Leather Goods Store.
ee.	Medical Supplies Sales.
ff.	Music, Musical Instruments Store.
gg.	Newspapers, Magazines Store.
hh.	Office Supplies, Equipment Store.
ii.	Optical Store.
jj.	Paint, Wallpaper Store.
kk.	Party Supply Store.
ll.	Pet Store.

ll-1.	Pharmacy.		
mm.	Shoe Store.		
nn.	Sporting Goods Store.		
oo.	Tapes, Videos, Music CD's Stores.		
9.	<i>Services/Office Facilities</i>		
a.	Auction House.	a.	<del>Adult Gaming Center, see Section 47-18.42</del>
b.	Copy Center.	b.	Child Day Care Facilities, see Section 47-18.8
c.	Check Cashing Store.	c.	Helistop, see Section 47-18.14.
d.	Dry Cleaner, see Section 47-18.12		
e.	Financial Institution, including Drive-Thru Banks.		
f.	Film Processing Store.		
g.	Formal Wear, Rental.		
h.	Funeral Home.		
i.	Hair Salon.		
j.	Health and Fitness Center.		
k.	Instruction: Fine Arts, Sports Recreation, Dance, Music, Theater.		
l.	Interior Decorator.		
m.	Laundromat, see Section 47-18.19		
n.	Mail, Postage, Fax Service.		
o.	Massage Therapist.		
p.	Medical Clinic.		
q.	Medical/Dental Office.		
r.	Nail Salon.		
s.	Nursing Home.		
t.	Parking Facility, see Section 47-20		
u.	Personnel Services.		
v.	Pet Boarding Domestic Animals only.		
w.			

<p>Photographic Studio.  x.  Professional Office.  y.  Security Systems.  z.  Senior Citizen Center, see <u>Section 47-18.30</u>  aa.  Shoe Repair, Shoe Shine.  bb.  Swimming Pool Supplies and Service.  cc.  Tailor, Dressmaking Store, Direct to the Customer.  dd.  Tanning Salon.  <del>ee.</del>  <del>Tattoo Artist.</del>  ff.  Trade/Business School.  gg.  Travel Agency.  hh.  Veterinary Clinic, see <u>Section 47-18.35</u>  ii.  Watch and Jewelry Repair.</p>	
<p>10. <i>Accessory Uses, Buildings and Structures (See also <u>Section 47-19.</u>)</i></p> <p>a. <i>Accessory Uses to Hotels, see <u>Section 47-19.8</u></i></p> <p>b. <i>Automotive Sales, Used Vehicles, when accessory to a new automotive sales dealer.</i></p> <p>c. <i>Catering Services.</i></p> <p>d. <i>Child Day Care—Corporate/Employee Sponsors, when accessory to Professional Office, see <u>Section 47-18.8</u></i></p> <p>e. <i>Electronic Installation, when accessory to electronic sales, only in wholly enclosed building.</i></p> <p>f. <i>Film Processing, when accessory to a permitted use.</i></p> <p>g. <i>Outdoor Dining and Sidewalk Café, see <u>Section 47-19.9</u></i></p> <p>h. <i>Video Games Arcade, when accessory to a shopping center.</i></p> <p>11. <i>Urban Agriculture See <u>Section 47-18.41</u></i></p>	