

PLAT REL

Return recorded copy to:
David G. McGuire
Broward County Highway Construction &
Engineering Division
1 North University Drive, Suite 300B
Plantation, FL 33324-2038

Document prepared by:

NOTICE: PURCHASERS, GRANTEES, HEIRS, SUCCESSORS, AND ASSIGNS OF ANY INTEREST IN THE PROPERTY SET FORTH ON EXHIBIT "A" ARE HEREBY PUT ON NOTICE OF THIS DECLARATION THAT RUN WITH THE PROPERTY

DECLARATION OF RESTRICTIVE COVENANTS FOR PRIVATE PAVED ROADWAYS AND ACCESS

THIS DECLARATION OF RESTRICTIVE COVENANTS, made by _____, hereinafter referred to as "Developer," and _____ as Mortgagee (if property described in Exhibit "A" is encumbered by a mortgage).

A. Developer is the fee title owner of certain property in Broward County, Florida, as described in Exhibit "A" (the "Property").

B. Developer is proposing to develop the Property and has applied to County for approval of a _____ (site plan, plat, etc.) for the Property (the "Project").

C. Broward County ("County") approved the Project on _____, 20____, subject to certain conditions.

D. Pursuant to the Broward County Land Development Code, one of the conditions of approval is that Developer provide for the location, construction, and maintenance of the private roadways within the Property; provide a permanent access easement for service and emergency vehicles and for maintenance of public and semi-public utilities; and provide a reciprocal easement for ingress and egress to all parcels and/or lots within the Project.

E. In order to comply with the conditions of approval, Developer wishes to impose a permanent non-exclusive restrictive covenant on, over, and upon the portion of the Property described in Exhibit "B" for the location, construction, and maintenance of roadways to provide for the ingress and egress of vehicles and pedestrian traffic to, from, and throughout the Property for service, emergency, and utility vehicles, and current and future holders of any right, title, or interest in the Property, their successors and assigns.

NOW, THEREFORE, in consideration of the promises and covenants herein, Developer hereby declares that the Property shall be owned, held, used, transferred, sold, conveyed, demised, and occupied subject to the restrictions hereinafter set forth, all of which will run with the Property and any part thereof and will be binding upon all persons having any rights, title, or interests in the Property or any part thereof, their heirs, successors, and assigns.

1. The foregoing recitals are true and accurate and for a material part of this Declaration upon which Developer and County have relied.

2. Declaration of Restrictive Covenants for Roadways and Access.

(a) Developer, for itself and its successors and assigns, hereby declares and subjects that portion of the Property described in Exhibit "B" to a non-exclusive access covenant to the public for ingress and egress of vehicular and pedestrian traffic throughout the Property for the purpose of providing access to service and emergency vehicles, and for maintenance of public and semi-public utilities. The purpose of this covenant is to comply with the condition of Project approval to provide a permanent access easement for service and emergency vehicles and for maintenance of public and semi-public utilities.

(b) Developer, for itself and its successors and assigns, hereby declares and subjects that portion of the Property described in Exhibit "B" to a non-exclusive access covenant for ingress and egress of vehicular and pedestrian traffic throughout the Property for the benefit of the current and future holders of any right, title, or interest in or to the Property, and their successors and assigns, and for the benefit of the current and future holders of any right, title, or interest in or to the adjacent property that abuts and shares common access on the private roadways and their successors and assigns. The purpose of this covenant is to comply with the conditions of Project approval to provide a reciprocal easement for ingress and egress to all residents of the Project.

3. Private roadways constructed after the execution of this Declaration must comply with all applicable construction standards contained in the "Minimum Standards Applicable to Public Rights-of-Way under Broward County Jurisdiction," Chapter 25, Exhibit 25A, Broward County Administrative Code, as amended.

4. Indemnification. Developer shall at all times hereafter indemnify and, at the option of the County Attorney's Office, defend or pay for an attorney selected by the County Attorney's Office to defend County, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, resulting from the use or maintenance of the roads and roadways contained in Exhibit "B, including, without limitation, any and all claims, demands,

or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Declaration.

5. The construction, maintenance, and repair of the roads and roadways contained in Exhibit "B" shall be the sole responsibility of Developer, its successors and assigns.

6. Failure of Developer, its successors or assigns, to abide by the covenants, conditions, and declarations herein will constitute an event of default and may be enforced by County or such other governmental entity described herein.

7. Amendment. This Declaration of Restrictive Covenants may not be altered, changed, or amended except by written instrument, executed by all of the owners of any right, title, or interest in and to the Property, including any affected governmental entity, and approved in writing by County.

8. Recordation. This Declaration of Restrictive Covenants shall be recorded in the Public Records of Broward County, Florida, at Developer's expense and will become effective upon recordation. All of the provisions of this instrument will run with the Property and will remain in full force and effect for perpetuity and are binding on all parties and persons acquiring any right, title, or interest in or to all or any portion of the Property.

9. Enforcement. County, any other affected governmental entity, and the owners of any right, title, or interest in or to the Property are the beneficiaries of this Declaration and, as such, may enforce these restrictive covenants by action at law or in equity against any person(s) or entity(ies) violating or attempting to violate the terms hereof. County and any other affected governmental entity will be entitled to specific performance of the restrictive covenants provided herein in addition to the remedies available at law or in equity.

10. Venue; Choice of Law. This Agreement will be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, will be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement will be exclusively in such state courts, forsaking any other jurisdiction that either party may claim by virtue of its residency or other jurisdictional device.

11. Mortgage. If there is a mortgage against the Property described in Exhibit "A," Mortgagee hereby agrees that the Mortgage it holds from Owner recorded in Official Records Book _____, Page ____/Instrument No. _____, of the Public Records of Broward County, Florida, which encumbers the Property described herein, will be and is subordinate to the terms of this Declaration restricting the use of the Property.

12. Exhibits; Priority of Provisions. All exhibits attached hereto are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Declaration or attached hereto will control all printed provisions in conflict therewith. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Declaration by reference and a term, statement, requirement, or provision of this Declaration, the term, statement, requirement, or provision contained in this Declaration will prevail and be given effect.
13. Further Assurances. The Parties hereby agree to execute, acknowledge, deliver and cause to be done, executed, acknowledged, and delivered all further assurances and to perform such acts as reasonably requested of them in order to carry out this Declaration.
14. Severability. In the event any part of this Declaration is found to be unenforceable by any court of competent jurisdiction, that part will be deemed severed from this Declaration and the balance of this Declaration will remain in full force and effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

EXHIBIT "A"

LEGAL DESCRIPTION OF DEVELOPER'S PROPERTY

EXHIBIT "B"

LEGAL DESCRIPTION OF PRIVATE ROAD RIGHT-OF-WAY