

Return recorded copy to:
Broward County EPGMD
115 S Andrews Ave, Room 329H
Fort Lauderdale, FL 33301

This document prepared by
and approved as to form by:
Claudia Capdesuner
Assistant County Attorney
Broward County Attorney's Office
115 South Andrews Avenue, Room 423
Fort Lauderdale, FL 33301

Folio Number: 5042-0502-0110

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants ("Declaration") is made this ____ day of _____, 2020, by Broward County, a political subdivision of the State of Florida ("County").

WITNESSETH:

- A. County is the fee title owner of that certain real property located in Broward County, Florida, known as North Fork Blueway, and as described in **Exhibit A**, attached hereto and made a part hereof ("Property").
- B. The Property was purchased with funds from the Broward County Safe Parks and Land Preservation Bond Program ("Park Bond Program"), as set forth in Broward County Resolution No. 2000-1230.
- C. The Board of County Commissioners of Broward County, Florida ("Board") wishes to limit the use of the Property as required by the Park Bond Program.

NOW, THEREFORE, County hereby declares that the Property shall be developed, held, maintained, transferred, sold, conveyed, and owned subject to the following designation and restrictive covenants:

- 1. Recitals. The recitals set forth above are true and correct and are incorporated into these restrictive covenants.
- 2. Restrictions. The Property shall be used only for one or more of the following purposes:

- (a) Passive recreational uses, including, but not limited to, nature centers and trails, scenic areas, wildlife sanctuaries and feeding stations, aquatic preserves, and picnic areas.
- (b) Camping ground and facilities.
- (c) Active recreational uses, including, but not limited to, tennis courts, playgrounds, swimming pools, athletic fields and courts, beaches, and bikeways.
- (d) Boat ramps and docks.
- (e) Outdoor cultural, educational and civic facilities, including, but not limited to, animal exhibits, habitats, band shells, and outdoor classrooms.
- (f) Civic and cultural buildings may be permitted if they are ancillary to the primary recreation use of the site.
- (g) Concessions only when accessory to the above uses, such as refreshment stands, pro shops, souvenir shops, and rental facilities.
- (h) Green Space, defined as land where only some aspects of the native vegetative community still remain.
- (i) Greenway or Greenway component, defined as land linear in shape, protected and managed as part of linked conservation or recreation lands; or land with a potential as buffer to environmental lands and conservation lands, or connector to existing protected natural lands and parks. Greenways may protect the habitat of native plants and wildlife, maintain wildlife movement routes and natural connections, or provide opportunities for outdoor recreation.

No use of the Property shall be allowed that is inconsistent with this Declaration of Restrictive Covenants.

3. Modification and Termination. No modification or termination of this Declaration of Restrictive Covenants shall be permitted unless specifically approved by a four-fifths vote of the entire Board at a noticed public hearing. Notice of the proposed modification or termination shall be given at least ten (10) days prior to the action by the Board by publication in a newspaper of general circulation in Broward County. In addition, at least ten (10) days prior to the public hearing, the Broward County Environmental Protection and Growth Management Department or its successor division or agency shall post a sign visible from the street upon the Property. The sign shall be in accordance with applicable municipal regulations

relating to signs and shall provide pertinent information regarding the proposed modification or termination. If County's successors or assigns wish to modify or terminate these restrictive covenants, they shall be required to apply to the Board for an amendment to, or termination of, these restrictive covenants.

4. Covenant Running with the Land. This Declaration of Restrictive Covenants shall be recorded in the Public Records of Broward County, Florida, and shall run with the Property and shall be binding on all persons and entities acquiring title to or use of all or any part of the Property.
5. Invalidation. Invalidation of any one of these restrictive covenants by judgment or court order shall in no way affect any other conditions, which other conditions shall remain in full force and effect.
6. Effective Date. The Declaration of Restrictive Covenants shall become effective upon recordation in the Public Records of Broward County, Florida.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Declaration of Restrictive Covenants is made and executed by Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor authorized to execute same on the ____ day of _____, 2020.

ATTEST:

Broward County, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By _____
____ day of _____, 2020

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: Claudia Capdesuner 01/16/2020
Claudia Capdesuner (Date)
Assistant County Attorney

By: Annika E. Ashton 1/16/2020
Annika E. Ashton (Date)
Deputy County Attorney

CC/mdw
North Fork DRC.doc
1/16/202001/16/2020
#489473v1

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

RESUB PTS BLK 7 WASHINGTON PARK 24-21 B LOT 14 LESS BEG NE COR SAID
LOT 14;SW 135.62,SELY 40 M/L,NE 142 TO POB & LESS N 10 FOR RD LOT 15
LESS N 10 FOR RD,LOT 16 LESS N 10 FOR RD BLK 7

Folio Number: 5042-0502-0110