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Broward County Highway Construction and
Engineering Division
1 North University Drive, Suite 300B
Plantation, FL 33324-2038

Document prepared by:

**DECLARATION OF RESTRICTIVE COVENANTS
FOR PRIVATE PAVED ROADWAYS AND ACCESS**

THIS DECLARATION OF RESTRICTIVE COVENANTS, made this ___ day of _____, _____ by _____, hereinafter referred to as "DEVELOPER."

WHEREAS, DEVELOPER, is the fee title owner of certain property in Broward County, Florida, as described in Exhibit "A" (the "Property"); and

WHEREAS, DEVELOPER, is proposing to develop the property and has applied to Broward County ("COUNTY") for approval of a _____ (site plan, plat, etc.) for the Property (the "Project"); and

WHEREAS, COUNTY approved the Project on _____, _____, subject to certain conditions; and

WHEREAS, 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 a reciprocal easement for ingress and egress to all parcels and/or lots of the Project; and

WHEREAS, in order to comply with the conditions of approval, DEVELOPER wishes to impose a permanent non-exclusive Restrictive Covenant for the location, construction and maintenance of roadways roads and access to provide for the ingress and egress of vehicles and pedestrian traffic to, from and throughout the Property on, over and upon the portion of the Property described in Exhibit "B" 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 ORDER TO SATISFY the conditions of approval described above, DEVELOPER does hereby impose the following Restrictive Covenants upon the Property:

1. The recitals described above are true and accurate and are incorporated to these Restrictive Covenants.

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 for ingress and egress of vehicular and pedestrian traffic throughout the Property to the public 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 the Property and their successors and assigns and for the benefit of the current and future holders of any right, title or interest in the adjacent property which abut and share 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 shall comply with all applicable construction standards contained in the "Minimum Construction Standards Applicable to Public Rights-of-Way Under Broward County Jurisdiction," adopted by Resolution No. 85-3606, set out in the Broward County Administrative Code.

4. DEVELOPER shall at all times hereafter indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend COUNTY, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, resulting from, use or maintenance of the Access Roads, 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 Agreement.

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

6. The failure of any party to this Declaration and Agreement to abide by the covenants, conditions, and declarations herein shall constitute an event of default and may be enforced by Broward County or such other governmental entity described herein.

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

8. This Declaration of Restrictive Covenants shall be recorded in the public records of Broward County, Florida, at DEVELOPER=s sole cost and expense and all of the provisions of this instrument shall run with the property described in Exhibit "A" and shall remain in full force and effect for perpetuity and are binding on all parties and persons acquiring any right, title, or interest in the property as described in Exhibit "A."

9. Broward County, any affected governmental entity, and the owners of any right, title or interest in the Property are the beneficiaries of these restrictive covenants and as such, may enforce these restrictive covenants by action at law or in equity against any person or persons, entity or entities, violating or attempting to violate the terms of these restrictions. Broward County and any affected governmental entity shall be entitled to specific performance of the covenants provided herein in addition to the remedies available at law or in equity.

10. Any controversies or legal problems arising out of this Declaration and Agreement 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

MORTGAGEE-INDIVIDUAL

Mortgagee, being the holder of a mortgage relating to the parcel(s) described in Exhibit "A" hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Agreement.

Witnesses:

(Signature)
Print name: _____

Name of Mortgagee (Individual)

(Signature)
Print name: _____

(Signature)
Print name: _____
Print address: _____

____ day of _____, 20__

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is
[] personally known to me, or
[] produced identification. Type of identification produced _____.

NOTARY PUBLIC:

(Seal)

Print name:

My commission expires:



EXHIBIT "A"

LEGAL DESCRIPTION OF DEVELOPER'S PROPERTY

EXHIBIT "B"

LEGAL DESCRIPTION OF PRIVATE ROAD RIGHT-OF-WAY