

**RESTRICTIVE COVENANT ADDENDUM TO "AS IS" RESIDENTIAL CONTRACT
FOR SALE AND PURCHASE**

THIS RESTRICTIVE COVENANT ADDENDUM TO "AS IS" RESIDENTIAL CONTRACT FOR SALE AND PURCHASE ("**Addendum**") is dated as of the Effective Date of the Contract (as defined below), by and between Roan Dowe and Bridgette Garwood ("**Buyer**") and Lauderhill Community Redevelopment Agency, an entity formed pursuant to Florida Statute Section 163.356 ("**Seller**").

1. **Incorporation.** This Addendum is attached to and made a part of the "As Is" Commercial Contract for Sale and Purchase dated as of the Effective Date therein, between Buyer and Seller (the "**Contract**"). In the event of any inconsistency between the terms of this Addendum and the printed, typewritten or handwritten terms of the Contract, the terms of this Addendum shall control. Any capitalized term not defined in this Addendum shall carry the meaning ascribed to it in the Contract.

2. **Restrictive Covenant.** In connection with the purchase and sale of the Property, the Seller is requiring that certain restrictive covenants be imposed upon the Property. The Buyer hereby acknowledges that, it is a condition to the subject transaction, that a Declaration of Restrictive Covenants be recorded against the Property at closing, in a form substantially similar to that attached hereto as Exhibit A.

3. **Counterparts and Facsimile/Electronic signatures.** This Addendum may be executed in counterparts each of which shall be deemed an original and all of which together shall constitute one instrument. Facsimile and electronically transmitted signatures shall be deemed for all purposes to be originals.

BUYER:



Printed Name: ~~Roan Dowe~~



Printed Name: Bridgette Garwood

SELLER:

Lauderhill Community Redevelopment
Agency, an entity formed pursuant
to Florida Statute Section 163.356

By: 

Printed Name: Sean Henderson
Title: Executive Director

EXHIBIT "A"

FORM OF DECLARATION OF RESTRICTIVE COVENANT

This instrument prepared by and after
Recording should be returned to:

W. Earl Hall, Esq.
Hall & Rosenberg, PL
8850 West Oakland Park Boulevard
Sunrise, Florida 33351

(Space Reserved for Clerk of Court)

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is made this ___ day of _____, 2020 by the City of Lauderhill Community Redevelopment Agency ("CRA"), a public body corporate and politic, whose address is 5581 West Oakland Park Boulevard, Lauderhill, FL 33313 ("City").

WHEREAS, CRA is the fee simple titleholder of certain Real Property located within the City of Lauderhill more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, CRA will develop the real property described in Exhibit A with single family homes;

WHEREAS, CRA plans to develop and convey the real property subject to the covenants, condition and restrictions as hereinafter set forth and as set forth in the deed for each parcel described in Exhibit A; and

WHEREAS, CRA declares that all real property described in Exhibit A shall be held, occupied, improved and sold subject to the following covenants, conditions and restrictions.

NOW, THEREFORE, CRA hereby imposes, fixes and establishes the following as conditions and restrictions on the use, occupancy, and sale of the Property:

1. Restrictions.
 - A. All Lots shall at all times hereafter be used only for single family residential purposes, and only one dwelling unit shall be constructed and maintained upon any Lot.
 - B. No single family residential home located upon a Lot shall be rented or leased at any time.
 - C. All vehicles shall be parked in designated driveways and parking areas only. There shall be no parking on the sidewalks, front lawns and back lawns.
 - D. No retail or wholesale shop or store or any business or industry shall be operated upon or within any portion of any Lot. In addition, no obnoxious or offensive activity or trade shall be carried on or about the Lots or in or about any single

family residential home located thereon, nor shall anything be done on therein which may be or become an annoyance or nuisance to the Subdivision.

- E. All mailboxes shall be uniform in style, and type. Mailboxes shall be mounted on the wall to the left of the main entryway on each single family lot .
- F. Driveways shall be constructed with concrete, stamped concrete, or brick pavers. Any repairs or replacements of driveways shall be made with concrete, stamped concrete, or brick pavers.
- G. Roofs shall be constructed with double roll, barrel, or flat roof tile. Any repairs or replacements of roofs shall be made with double roll, barrel, or flat roof tile.
- H. House address shall be displayed in numerals, not less than three (3) inches in height. Address shall be displayed on the house exterior so that numerals shall be visible from the street or right-of-way upon which house faces at all times.
- I. House paint colors shall be in accordance with the City's October 2017 residential color palette's neutral color selection or the neutral color selection of paint palettes as approved by the City thereafter.
- J. Each homeowner is permitted to host a yard sale twice per calendar year.

2. Drainage Easement and Restrictions. CRA declares that the following easements and restrictions are hereby imposed upon the Lots:

- A. Drainage Easement. There is hereby reserved and granted, for the benefit of all subsequent owners of the Lots, certain perpetual, non-exclusive drainage easements (the "Drainage Easements") over and across the rear twenty-five (25') feet of each Lot (the "Drainage Easement Areas"), for drainage, flowage and storage of storm water runoff. The owner of each Lot shall be responsible for the perpetual maintenance of the Drainage Easement Areas located upon each owner's respective Lot. The Drainage Easements hereby granted shall be easements running with, appurtenant to, and burdening each Lot, and shall inure to the benefit of the owners of all of the other Lots and each of such owners' respective heirs, successors and assigns, and successors-in-title.
- B. Restrictions. No owner of a Lot shall alter the grading and sloping of the Lot in a manner inconsistent with or in violation of the lot grading plan for the Lots approved by Broward County (the "County") and the City. In addition, no owner of a Lot may cause or permit any interference with the use and operation of the Drainage Easement Areas located upon their respective Lot. In that regard, and except as expressly provided in the following sentence, the Drainage Easement Areas may not be altered in any manner and no filling, planting, landscaping and/or Improvements (as hereinafter defined) whatsoever, including without limitation, pools, decks, patios, screen enclosures, fences, hedges, and trees shall be permitted to be installed or erected within the Drainage Easement Areas. Notwithstanding the foregoing, an owner of a Lot may install trees, shrubs and other landscaping within portions of the Drainage Easement Areas provided the owner of the Lot has obtained the prior written approval of the City and all other appli-

cable governmental authorities.

- C. Improvement. For purposes hereof, "Improvement" shall mean all structures or artificially created conditions and appurtenances thereto of every type and kind, including, but not limited to, buildings, walkways, berms, fountains, sprinkler sys-


tems, driveways, fences, retaining and perimeter walls, underground footers and other foundation supports, poles, swings, gazebos, gym sets and play structures, tennis courts, swimming pools, covered patios, screen enclosures and basketball courts, backboards and hoops.


- 3.. Enforcement. The CRA and the City of Lauderhill shall each have the right, but not the obligation, to enforce the terms and provisions of this Declaration by any procedure at law or in equity against the owner or owners of Lots. Furthermore, in addition to all other rights and remedies provided to the City under applicable laws, statutes, ordinances, codes, rules and regulations, the City shall also have the right, but not the obligation, to enforce the terms and provisions of this Declaration by any procedure at law or in equity against the owner or owners of the Lots. CRA hereby reserves unto itself and grants to the City an easement over all areas of the Lots for access to maintain, alter, inspect, remove, relocate and/or repair, as appropriate, the Drainage Easement Areas and any Improvements located thereon. Any failure of CRA or City to enforce this Covenant shall not be deemed a waiver of the right to do so thereafter.
4. Binding Effect. The covenants, conditions, easements and restrictions of this Declaration shall (i) be binding upon the owners of each Lot, their respective heirs, legal representatives, successors and assigns and shall be for the use and benefit of all present and future owners of the Lots, and each of their respective heirs, legal representatives and successors and assigns, and (ii) be construed to be covenants running with the title to each of the Lots.
5. Written Modification. This Declaration may only be amended, modified, repealed and/or altered by: (i) a written instrument executed by CRA, and approved by the City, or (ii) a written instrument executed by the City. Notwithstanding the foregoing, the provisions of paragraph 2 above cannot be amended, modified, repealed and/or altered without the written consent of the County.
6. Effective Date. This Declaration shall become effective upon the recording in Public Records of Broward County, Florida and shall bind the Lots thereafter. Nothing contained herein shall be deemed to prohibit or restrict CRA from subjecting the Lots to additional restrictions, reservations, easements and conditions which are not inconsistent with the terms and conditions hereof.

[Execution and Acknowledgment Appear on Following Page]

Signed, sealed and delivered
in the presence of:

Lauderhill Community Redevelopment Agency,
a public body corporate and politic


Name: Madan Tord

By: 
Name: Sean Henderson
Title: Executive Director


Name: Kathy Colazzo

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 22 day of February ~~2020~~ 2022
by Sean Henderson, Executive Director, Lauderhill Community Redevelopment Agency, a
public body corporate and politic. He is personally known to me.



Name: Kentrea White
Notary Public, State of Florida
Commission No.: _____
My Commission expires: _____

EXHIBIT "A"

1. Lot 14, Block 1, CANNON POINT, according to the map or plat thereof, as recorded in Plat Book 75, Page 1, of the Public Records of Broward County Florida. 5831 NW 28 ST LAUDERHILL FL 33313
2. Lot 13, Block 1, CANNON POINT, according to the map or plat thereof, as recorded in Plat Book 75, Page 1, of the Public Records of Broward County Florida. 5821 NW 28 ST LAUDERHILL FL 33313
3. Lot 12, Block 1, CANNON POINT, according to the map or plat thereof, as recorded in Plat Book 75, Page 1, of the Public Records of Broward County Florida. 5811 NW 28 ST LAUDERHILL FL 33313
4. Lot 11, Block 1, CANNON POINT, according to the map or plat thereof, as recorded in Plat Book 75, Page 1, of the Public Records of Broward County Florida. 5801 NW 28 ST LAUDERHILL FL 33313
5. Lot 10, Block 1, CANNON POINT, according to the map or plat thereof; as recorded in Plat Book 75, Page 1, of the Public Records of Broward County Florida. 5741 NW 28 ST LAUDERHILL FL 33313
6. Lot 9, Block 1, CANNON POINT, according to the map or plat thereof, as recorded in Plat Book 75, Page 1, of the Public Records of Broward County Florida. 5731 NW 28 ST LAUDERHILL FL 33313
7. Lot 18, Block 2, CANNON POINT FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 78, Page 30, of the Public Records of Broward County, Florida. 5831 NW 27 CT LAUDERHILL FL 33060
8. Lot 19, Block 2, CANNON POINT FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 78, Page 30, of the Public Records of Broward County, Florida, 5821 NW 27 CT LAUDERHILL FL 33313
9. Lot 20, Block 2, CANNON POINT FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 78, Page 30, of the Public Records of Broward County, Florida. 5811 N W 27 CT LAUDERHILL FL 33313
10. Lot 21, Block 2, CANNON POINT FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 78, Page 30, of the Public Records of Broward County, Florida. 5801 NW 27 CT LAUDERHILL FL 33313