

Prepared by and Return to:
Carlos Rodriguez-Cabarrocas
Assistant County Attorney
c/o Aviation Department
2200 SW 45th Street, Suite 101
Dania Beach, Florida 33312
954-359-6100

DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS

This Declaration of Covenants, Restrictions, and Easements ("Declaration") is made this ____ day of _____, 20__, by Broward County, a political subdivision of the State of Florida ("County"), whose mailing address is 115 South Andrews Avenue, Suite 423, Fort Lauderdale, Florida 33301.

RECITALS:

A. County is the fee title owner of the real property located in Broward County, Florida, as legally described on Exhibit A attached hereto and made a part hereof ("Property").

B. County owns and operates Fort Lauderdale-Hollywood International Airport ("Airport"), which is in close proximity to the Property.

C. The Property was acquired by County to ensure that the future uses to which the Property is put are compatible with the operations of the Airport.

D. The Property was purchased by County using grant funds received from the Federal Aviation Administration ("FAA") and the Florida Department of Transportation ("FDOT") for the benefit of the Airport.

E. A condition of such funding is that the Property shall not be used for residential purposes or other purposes that are incompatible with the operations of the Airport, as further set forth in this Declaration.

NOW, THEREFORE, County declares that the Property shall be held, owned, transferred, sold, conveyed, leased, mortgaged, used, maintained, and improved subject to this Declaration, the obligations of which run in favor of County for the benefit of the Airport.

1. The foregoing recitations are true and correct, and are incorporated herein by this reference.
2. When used herein, "Federal Aviation Administration" and "Florida Department of Transportation" shall include any successor agency thereof; "Property Owner"

shall mean the person(s) or legal entity(ies) holding interests of record to the Property and any portion(s) thereof; "Property" shall include the Property and any portion(s) thereof; and "Property Owner" and "County" shall include their heirs, personal representatives, successors, agents, and assigns.

3. **Covenants and Restrictions.** The Property Owner declares that the Property shall be subject to the following covenants and restrictions, which covenants and restrictions shall be covenants and restrictions running with the land:
 - A. The Property may be zoned or have a land use designation for purposes not permitted by this Declaration ("Non-Compliant Property"). Each Property Owner agrees that such Property Owner shall, if necessary, make application with the appropriate governmental authorities to rezone or change the land use designation of the Non-Compliant Property to a use that is permitted under this Declaration. Each Property Owner assumes all risk of being unable to secure any change of zoning and change of land use of the Non-Compliant Property and of meeting any other regulatory and development requirements that may be necessary to permit the Non-Compliant Property to be used for permitted purposes allowed under this Declaration. A Property Owner's failure to obtain a rezoning or change in land use designation of the Non-Compliant Property to a use that is permitted under this Declaration does not give rise to the Property Owner of any claim for an alternative use of the Property beyond that permitted by this Declaration, nor of any claim for damages or compensation of any type.
 - B. The Property shall be used solely for nonresidential purposes. The Property shall not be used for any residential purpose whatsoever, and such prohibition shall include, but not be limited to, single family housing, multifamily housing, trailer park, nursing home, congregate living facilities, apartment units, hotel, motel, and all other residential uses. In addition, the Property may not be used for educational facilities, hospital, day care center, or place of worship or public assembly.
 - C. The Property shall only be used for purposes that are compatible with noise levels of Airport operations. The Property must not be used for any purposes not compatible with Airport noise as described in 14 Code of Federal Regulations Part 150, as amended.
 - D. The height of all improvements, structures, objects of natural growth, and other obstructions on the Property shall be restricted to a height that is less than the lower of: (i) the height above ground level indicated on the legal description more particularly described on **Exhibit B** attached hereto and made a part hereof; (ii) the maximum height permitted by the Airspace Imaginary Surfaces Composite Map adopted by County; or (iii) the aeronautical surfaces of the Airport as may from time to time hereafter be established by the FAA, including, but not limited to, Part 77 of the Federal

Aviation Regulations. The airspace above the maximum height specified in this paragraph shall hereinafter be referred to as the "Airspace Parcel."

- E. The Property Owner shall not allow any use of the Property that would interfere with or adversely affect the operation of navigational aids as now in existence or as hereafter may be in existence (including, without limitation, runway instrumentation, radar, and communication aids) that would interfere with the maintenance of the Airport or that would constitute a hazard to the landing and taking off of aircraft at the Airport.
- F. Any use of the Property that would attract birds or animals (including, without limitation, recycling center, yard fill, refuse dump, or refuse storage) is prohibited.
- G. The Property shall not be used in any manner that would not be permitted under, or constitute a violation of, the Broward County Code of Ordinances. Furthermore, the Property shall not be used in any manner that would constitute a violation of: (i) any provision of Chapter 333, Florida Statutes; (ii) any rules or regulations promulgated pursuant to Chapter 333, Florida Statutes; or (iii) any rules or regulations now in effect or hereafter promulgated that may be imposed by the FAA or the FDOT designating any limitation on the uses of property located in the vicinity of an airport.
- H. Lighting shall be installed by the Property Owner at the Property in accordance with FAA Advisory Circular 70-7460-1L, as may be amended, on all structures that fall within the provisions of said circular. This lighting may include flashing red beacons, steady burning red obstruction lights, or high-intensity obstruction lights.
- I. Any proposed construction on the Property and the use of construction cranes must be reviewed by the FAA, FDOT, and County, as applicable, to determine if Federal Aviation Regulation Part 77, Chapter 333, Florida Statutes, the zoning ordinances of County, or any amendment to any of the foregoing, apply.
- J. Prior to constructing any facility, structure, or other item on the Property, the Property Owner must file a notice consistent with the requirements of FAA Form 7460-1 (or successor form) with the FAA and the Aviation Office of the FDOT to determine whether the project is a potential hazard to aviation.
- K. Nondiscrimination.
 - i. Each Property Owner agrees that: (i) the Property Owner shall not unlawfully discriminate against any person in the exercise of its obligations under this Declaration, and all such actions shall be taken without regard to race, age, religion, color, gender,

sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor that cannot be lawfully used; and (ii) the Property Owner shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Chapter 16½ Broward County Code of Ordinances) in the exercise of its obligations under this Declaration.

- ii. Each Property Owner agrees that in the event facilities are constructed, maintained, or otherwise operated on any portion of the Property for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, each Property Owner shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended. Each Property Owner agrees that: (i) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; and (ii) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

4. **Easements.** If the Property is transferred by County or by any Property Owner, County shall hereby be granted by such acquiring Property Owner, without further action other than the re-recording of this Declaration as required by this Declaration, for County's use and benefit and for the public, the following permanent, perpetual, and assignable easements over, across, and within the Property for the uses hereinafter described, together with all tenements, hereditaments, privileges, rights-of-reverter, servitudes, and other rights appurtenant to such easements, and all right, title, and interest in and to any and all streets, roads, highways, easements, drainage rights, rights-of-way, covenants, restrictions, agreements, and riparian rights benefiting the easements hereinafter identified, to have and to hold said easements until the Airport shall cease to be used for airport purposes by County.

- A. County shall have the right to enter upon the Property for the purpose of removing all encroachments upon, and obstructions within, the Airspace Parcel, including the absolute right to cut down to ground level and remove root systems beneath the ground of any such tree or other vegetation. Said right shall have the purpose of prohibiting intrusions into, encroachments upon, and obstructions within the Airspace Parcel by any building or other

structure, by any tree or other vegetation, and by any object, whether natural or artificial, which might now or in the future be situated upon the Property.

- B. County shall have the right to mark or light as obstructions to air navigation, any and all buildings, structures, poles, trees, or other objects on the Property.
- C. County shall have the right to remove any device or structure, and to prevent any conduct or activity upon the Property, which will or might interfere with the safe operation of any aircraft operating in or around the Airport, including, without limitation, any device or structure which emits, or may cause to be emitted, radio or other invisible waves or signals or lights which will, or might interfere with the safe operation of any aircraft operating in or around the Airport.
- D. County shall have the right of free, unrestricted, and unobstructed flight, passage, operation, and navigation by aircraft of any and all kinds, construction, size, and character, existing now or in the future, in the airspace above the Property, together with the right to commit such intrusions upon and against the airspace and upon and against the Property as are appurtenant to the flight of aircraft (now known or hereafter developed) over the Property and the taking off and landing of any such aircraft at the Airport.

The Property Owner shall have no right to damages on account of noise, vibrations, aircraft lights, fumes, dust, fuel particles, and other fallout and effects, or any other effects, activities, or incidents resulting from any aircraft flying over the Property, or from the operation of aircraft landing or taking off or operating from the Airport, or resulting from any use of the Airport whatsoever that is consistent with the maximum theoretical use of the existing runways at the Airport as they may be expanded or reconfigured in the future, and Property Owner releases County of and from any and all claims, demands, debts, liabilities, or causes of action of every kind or nature which Property Owner now has, has ever had, or may hereafter have, including, but not limited to, damages to the Property due to any of the aforescribed effects, activities, and incidents.

County will give any affected Property Owner no less than two (2) weeks' notice, by regular mail, at the address for the portion of the Property held by such affected Property Owner, or other address of record for the Property Owner, prior to exercising its rights in this section, unless an emergency condition or a condition that represents an imminent health, welfare, or safety issue shall exist, in which event written notice will be given to the Property Owner as soon as is practicable.

5. The covenants, restrictions, easements, servitudes, rights, and privileges granted, made, and conveyed in this Declaration shall run with the land (collectively "covenants, restrictions, and easements"). For the purposes of this instrument, the Property shall be the servient tenement and the Airport shall be the dominant tenement. These covenants, restrictions, and easements shall be binding on the Property Owner until the date that occurs ninety-nine (99) years following the date of execution of this Declaration by the Broward County Board of County Commissioners ("Termination Date"). On the Termination Date, these covenants, restrictions, and easements shall automatically renew for successive twenty (20) year periods unless County shall have ceased to operate the Airport as a public airport.
6. County is the beneficiary of these covenants, restrictions, and easements, and as such, County may enforce these covenants, restrictions, and easements by action at law or in equity, including, without limitation, a decree of specific performance or mandatory or prohibitory injunction, against any person or persons, entity or entities, violating or attempting to violate the terms of these covenants, restrictions, and easements. If a Property Owner fails to abide by the covenants, restrictions, and easements after written notice by County, such Property Owner shall be liable for the reasonable attorneys' fees and costs of County in enforcing the covenants, restrictions, and easements.
7. A failure of County to enforce any of these covenants, restrictions, and easements shall not be deemed a waiver of the right to do so thereafter. No waiver, modification, or termination of this Declaration shall be effective unless contained in a written document executed in the manner required by Paragraph 8. Any waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver. If any covenant, restriction, easement, condition, or provision in this Declaration is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, restriction, easement, condition, or provision in this Declaration, all of which shall remain in full force and effect. This Declaration shall be construed in accordance with the laws of Florida, and the exclusive venue of any dispute shall be Broward County, Florida.
8. If a Property Owner desires to use the Property for any use other than those permitted by this Declaration, or desires to modify or terminate any of these covenants, restrictions, and easements, such Property Owner shall apply to County for an amendment of, or termination of, these covenants, restrictions, and easements as to the Property or specified portion of the Property. It shall be the sole discretion of County as to whether to modify or terminate any of these covenants, restrictions, and easements because each Property Owner accepted these covenants, restrictions, and easements as a condition of the conveyance of the Property to the Property Owner. Any such amendment or termination must be executed by County and shall apply only to such portion of the Property that is specifically referenced in the amendment or termination.

9. This Declaration shall become effective upon recordation in the Official Records of Broward County, Florida.
10. Immediately upon its acquisition of the Property, all future Property Owners must re-record this Declaration in the Official Records of Broward County, Florida, against the acquired Property.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS

IN WITNESS WHEREOF, BROWARD COUNTY has made and executed this Declaration of Covenants, Restrictions, and Easements through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 2018.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

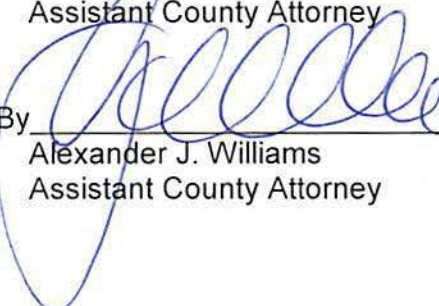
Broward County Administrator, as
ex-officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor

____ day of _____, 2018

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
2200 SW 45th Street, Suite 101
Dania Beach, Florida 33312
Telephone: (954) 359-6100
Telecopier: (954) 359-1292

By  _____ 1/23/19
Carlos Rodriguez-Cabarrocas (Date)
Assistant County Attorney

By  _____ 1/23/19
Alexander J. Williams (Date)
Assistant County Attorney

DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 201_, by _____, as Mayor or Vice-Mayor of the Board of County Commissioners of Broward County, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC:

Signature: _____

Print Name: _____

My Commission Expires: _____

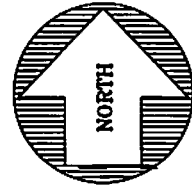
Commission Number: _____

(SEAL)

SKETCH AND DESCRIPTION

PORTION OF PARCEL "F", RAVENSWOOD FLL AIRPORT REDEVELOPMENT (PLAT 2)
(PB 159, PG 19, BCR)
SECTION 29-50S-42E

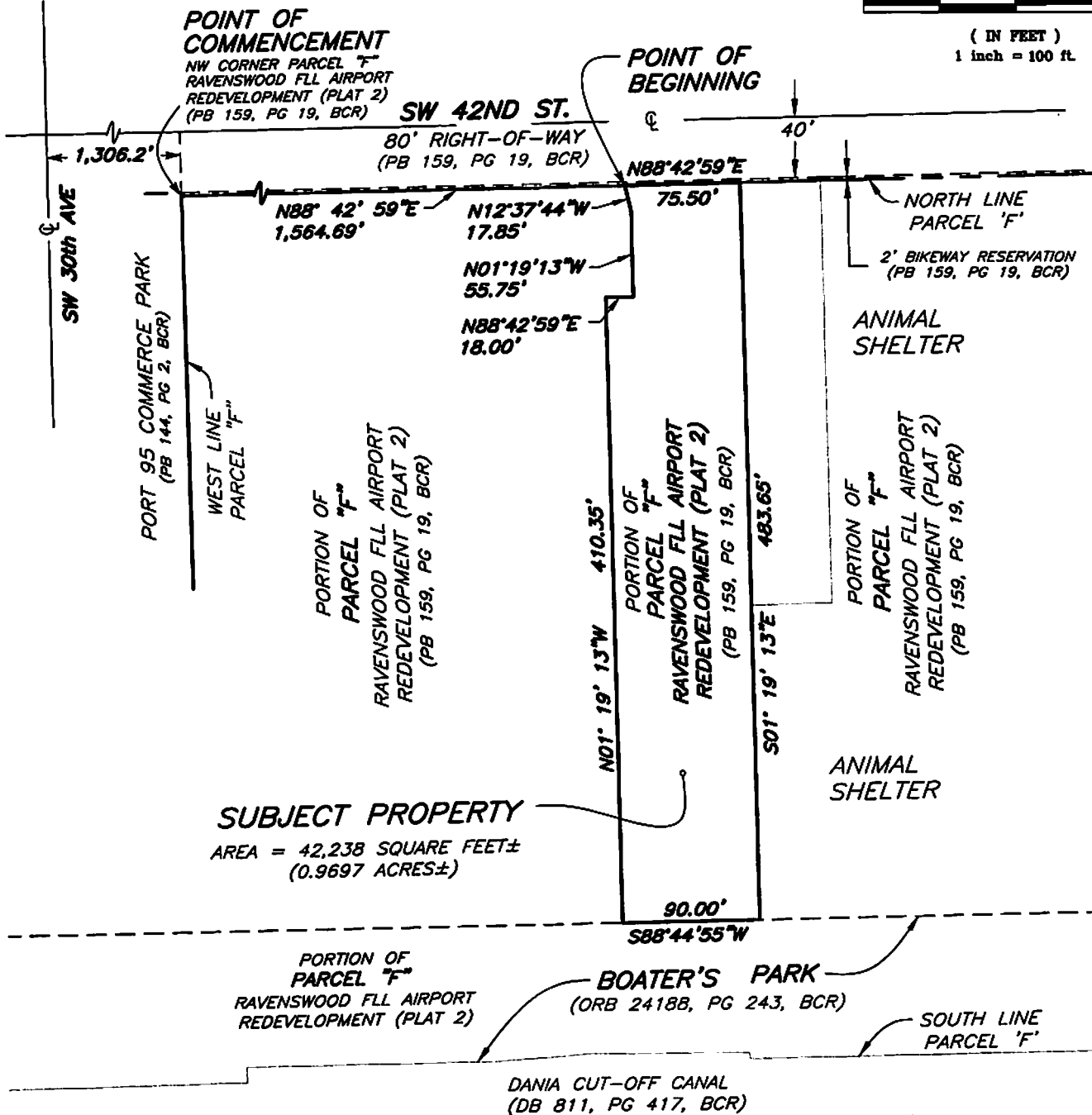
SURVEY PROJECT NO. 2017-012



GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.



SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION, LEGEND AND NOTES ATTACHED HERETO AND MADE A PART THEREOF.

BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

SKETCH AND DESCRIPTION

SURVEY PROJECT NO. 2017-012

**PORTION OF PARCEL "F", RAVENSWOOD FLL AIRPORT REDEVELOPMENT (PLAT 2)
(PB 159, PG 19, BCR)
SECTION 29-50S-42E**

- ⊙ = CENTERLINE
- POB = POINT OF BEGINNING
- PB = PLAT BOOK
- ORB = OFFICIAL RECORDS BOOK
- PG = PAGE
- BCR = BROWARD COUNTY RECORDS
- BCR = BROWARD COUNTY RECORDS
- R/W = RIGHT-OF-WAY
- PSM = PROFESSIONAL SURVEYOR AND MAPPER
- "BCED" = BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION
- DB = DEED BOOK

A PORTION OF PARCEL "F" OF "RAVENSWOOD FLL AIRPORT REDEVELOPMENT (PLAT 2)", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159 AT PAGE 19 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "F";
THENCE, ALONG THE NORTH LINE OF SAID PARCEL "F", NORTH 88°42'59" EAST FOR A DISTANCE OF 1,564.69 FEET TO THE POINT OF BEGINNING AT THE NORTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED;
THENCE ALONG SAID NORTH LINE NORTH 88° 42' 59" EAST FOR A DISTANCE OF 75.50 FEET;
THENCE SOUTH 01° 19' 13" EAST FOR A DISTANCE OF 483.65 FEET;
THENCE SOUTH 88° 44' 55" WEST FOR A DISTANCE OF 90.00 FEET;
THENCE NORTH 01° 19' 13" WEST FOR A DISTANCE OF 410.35 FEET;
THENCE NORTH 88° 42' 59" EAST FOR A DISTANCE OF 18.00 FEET;
THENCE NORTH 01° 19' 13" WEST FOR A DISTANCE OF 55.75 FEET;
THENCE NORTH 12° 37' 44" WEST FOR A DISTANCE OF 17.85 FEET TO THE POINT OF BEGINNING.**

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA AND CONTAINING 42,238 SQUARE FEET (0.9697 ACRES), MORE OR LESS.

- 1) THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE REVIEWING SURVEYOR.
- 2) BEARINGS SHOWN HEREON ARE RELATIVE TO THE NORTH LINE OF PARCEL "F" AS SHOWN ON THE PLAT OF "RAVENSWOOD FLL AIRPORT REDEVELOPMENT (PLAT 2)", PB 159, PG 19, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID LINE BEARS NORTH 88°42'59" EAST.
- 3) SOURCES OF INFORMATION USED IN THE PREPARATION OF THIS DESCRIPTION ARE AS FOLLOWS:
 - A) THE PLAT OF "RAVENSWOOD FLL AIRPORT REDEVELOPMENT (PLAT 2)", AS RECORDED IN PLAT BOOK 159, PAGE 19 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
 - B) THE PLAT OF "RAVENSWOOD COMMERCIAL AIRPORT PLAT", AS RECORDED IN PLAT BOOK 158, PAGE 19 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
 - C) THE PLAT OF "PORT 95 COMMERCE PARK", AS RECORDED IN PLAT BOOK 144, PAGE 2 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
 - D) DEED BOOK 811, PAGE 417, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
 - E) BSO-AIRPORT FIRE STATION ASBUILT SURVEY, PREPARED BY GIBBS LAND SURVEYORS, LATEST DATE OF REVISION 8-14-08.
 - F) SURVEY OF BOATERS PARK (RAVENSWOOD AIRPORT REDEVELOPMENT) DANIA CUT-OFF CANAL & SW 42 ST, PREPARED BY BROWARD COUNTY ENGINEERING DIVISION, LATEST DATE OF REVISION 5-06-97.
 - G) FIELD SURVEY BY BROWARD COUNTY SURVEY SECTION, JOB NUMBER 2015-097, LATEST DATE OF FIELD SURVEY 5-11-15.

SEE SHEET 1 OF 2 FOR SKETCH OF LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART THEREOF.

SHEET 2 OF 2

CERTIFICATE

THIS IS TO CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON ARE ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND DOES NOT REPRESENT A FIELD SURVEY. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH UNDER (CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE) PURSUANT TO CHAPTER 472.027 FLORIDA STAUTES.

NOTE: NOT VALID WITHOUT THE SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

PROFESSIONAL SURVEYOR AND MAPPER # 5771, STATE OF FLORIDA
BRIAN A HARRIS
BROWARD COUNTY

DATE OF SKETCH 01-12-17	DRAWN BY BAH	CHECKED BY BAH	MANAGER EBA
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SKETCH NO. 2017-012.DWG

BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

1 UNIVERSITY DRIVE, SUITE B300 - PLANTATION, FLORIDA 33324-2038

Phone # (954) 577-4555

**Exhibit B to Declaration
Legal Description of Airspace Parcel**

All of the vertical space lying above the following described parcel, with such Airspace Parcel beginning one hundred and fourteen feet (114') above ground level and continuing upward to encompass all of the above-lying airspace:

A PORTION OF PARCEL "F" OF "RAVENSWOOD FLL AIRPORT REDEVELOPMENT (PLAT 2) ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159 AT PAGE 19 F THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

*COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "F".
THENCE, ALONG THE NORTH LINE OF SAID PARCEL "F" NORTH 88°42'59" EAST FOR A DISTANCE OF 1,564.69 FEET TO THE POINT OF BEGINNING AT THE NORTHWEST CORNER OF THE PARCEL HEREIN DESCRIBED;
THENCE ALONG SAID NORTH LINE NORTH 88° 42' 59" EAST FOR A DISTANCE OF 75.50 FEET;
THENCE SOUTH 01° 19' 13" EAST FOR A DISTANCE OF 483.65 FEET;
THENCE SOUTH 88° 44' 55" WEST FOR A DISTANCE OF 90.00 FEET;
THENCE NORTH or 19' 13" WEST FOR A DISTANCE OF 410.35 FEET;
THENCE NORTH 88° 42' 59" EAST FOR A DISTANCE OF 18.00 FEET;
THENCE NORTH or 19' 13" WEST FOR A DISTANCE OF 55.75 FEET;
THENCE NORTH 12° 37' 44" WEST FOR A DISTANCE OF 17.85 FEET TO THE POINT OF BEGINNING.*

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