

Return recorded document to:

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

Document prepared by:

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**DECLARATION OF RESTRICTIVE COVENANTS  
FOR PRIVATE UNPAVED 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 for approval of a \_\_\_\_\_ (site plan, plat, etc.) for the Property (the "Project"); and

WHEREAS, the Broward County Land Development Code requires that the DEVELOPER shall construct or bond for the construction, prior to the issuance of any development order, all roadway and drainage improvements for those rights-of-way lying within the traffic generated by the development; and

WHEREAS, the Broward County Engineering Division has determined that Broward County Land Development Code requires that certain roads known as

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hereinafter referred to as Access Roads be improved to provide adequate access to the Project; and

WHEREAS, DEVELOPER wishes to maintain the current unpaved status of Access Roads; and

WHEREAS, on \_\_\_\_\_, 20\_\_, the Board of County Commissioners of Broward County determined that DEVELOPER could be released from the paved road access requirement, if DEVELOPER recorded a Declaration of Covenants and Restrictions assuming all responsibility and liability associated with the use of rock or other unpaved

roads and agreeing to convey, without consideration, future rights-of-way, in accordance with Broward County standards, which may be needed for construction of future paved roads; NOW THEREFORE,

IN CONSIDERATION for the waiver of the obligation to provide paved access to the Project, in accordance with the Broward County Land Development Code, DEVELOPER hereby declares that all of the real property described in Exhibit AA@ attached hereto shall be held, transferred, sold, conveyed, and occupied subject to the covenants and restrictions set forth herein, all of which shall run with the Property and shall be binding upon all parties having any right, title or interest in said Property or any part thereof, their heirs, successors and assigns. It is understood that but for this waiver, granted upon DEVELOPER's request, the DEVELOPER would have been required to convey to Broward County the right-of-way described in Exhibit "B" and to pay for and improve the Access Roads. Accordingly, 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. DEVELOPER acknowledges and agrees that Access Roads and many rock or unpaved roads that exist, are private and will not be, nor have been, constructed pursuant to Broward County standards and shall be maintained at the expense of DEVELOPER. DEVELOPER acknowledges and agrees that Broward County is not responsible for any maintenance to or any damages resulting from the existence of any roads which service or provide access to the Project not meeting Broward County standards.

3. DEVELOPER acknowledges that Access ROADS and many rock or unpaved roads that exist, or are to be constructed, are private and will not be, nor have been, constructed pursuant to Broward County standards.

4. DEVELOPER acknowledges and agrees that Access Roads may be at an elevation that may subject these roads to periodic flooding and may, therefore, require increased maintenance. DEVELOPER further acknowledges and agrees that Broward County is not responsible for any maintenance to such roads or any damages resulting from the flooding of such roads.

5. In the event Broward County or any other governmental entity with jurisdiction over the Project should determine a paved road or other road improvement designed to provide access to the Project is necessary and desirable and takes action to accomplish the construction of such improvements, DEVELOPER agrees to reimburse Broward County or the appropriate governmental entity for its proportional share of the cost of such road construction. Furthermore, DEVELOPER agrees to convey, by warranty deed, to Broward County or the appropriate governmental entity, the property described in Exhibit "B." Such conveyance shall be made within Forty-five (45) days of notification from the governmental entity that such property is required for right-of-way or related purposes and shall be made

without compensation to the DEVELOPER or any other person claiming an interest in or damages from the governmental entity's acquisition of the property.

6. 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.

7. DEVELOPER hereby grants and conveys to Broward County, its successors and assigns, for and in consideration of the covenants and agreements contained herein a non-exclusive easement for ingress and egress to the Project as described in Exhibit "B." 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.

8. 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 in paragraphs 3 and 4 herein.

9. 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.

9. 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."

10. 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.

11. 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.





**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 Declaration of Restrictive Covenants.

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:



**MORTGAGEE-CORPORATION/PARTNERSHIP**

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 Declaration of Restrictive Covenants.

Witnesses:

\_\_\_\_\_  
Name of Mortgagee (corporation/partnership)

\_\_\_\_\_  
(Signature)  
Print name: \_\_\_\_\_

By \_\_\_\_\_  
(Signature)  
Print name: \_\_\_\_\_

\_\_\_\_\_  
(Signature)  
Print name: \_\_\_\_\_

Title: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

ATTEST (if corporation):

(CORPORATE SEAL)

\_\_\_\_\_  
(Secretary Signature)  
Print Name of Secretary: \_\_\_\_\_

**ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP**

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation/partnership, on behalf of the corporation/ partnership. He or she is:

- [ ] personally known to me, or
- [ ] produced identification. Type of identification produced \_\_\_\_\_.

NOTARY PUBLIC:

(Seal)

My commission expires: \_\_\_\_\_  
Print name: \_\_\_\_\_



**EXHIBIT "A"**

**LEGAL DESCRIPTION OF DEVELOPER'S PROPERTY**

**EXHIBIT "B"**

**LEGAL DESCRIPTION OF PRIVATE ROAD RIGHT-OF-WAY**