

March 26, 2019

Mr. Alexander Dambach, AICP
Senior Planner
City of Oakland Park
5399 North Dixie Highway, Suite 3
Oakland Park, FL 33334

**Re: Declaration of Restrictive Covenants- Oakland Lakes Boulevard, LLC
Rezoning/Conditional Use/Site Plan
Proposed Self-Storage on NW 23rd Terrace and West Oakland Park Boulevard**

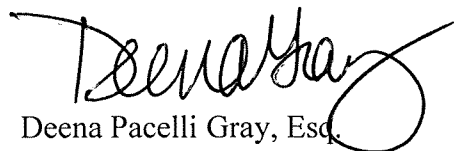
Dear Mr. Dambach:

On behalf of my client, Oakland Lakes Boulevard, LLC, I am writing to you regarding the above-referenced the proposed self-storage facility to be located at NW 23rd Terrace and West Oakland Park Boulevard ("Property") and the related development applications. In effort to minimize impact of my client's request to rezone the Property from B-1 to B-3, my client is voluntarily proposing to agree to place certain restrictions on the Property in order to limit the permitted uses of the Property to those uses that are compatible with the surrounding uses. In this regard and simultaneous with my client's development application submission, please see the attached proposed Declaration of Restrictive Covenants for your review and comments. The proposed Declaration of Restrictive Covenants limits the uses of the property to B-1 uses listed in Section 24-41(C) of the City of Oakland Park City Code of Ordinances (the Master Business List) and Self-Storage Facilities.

If you have any questions or need additional information, please let me know.

Sincerely,

GREENSPOON MARDER LLP



Deena Pacelli Gray, Esq.

This Instrument prepared by and return to:

Mark J. Lynn, Esq.
Greenspoon Marder, P.A.
200 E. Broward Boulevard
Suite 1800
Fort Lauderdale, FL 33301

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DECLARATION OF RESTRICTIVE COVENANTS

This **Declaration of Restrictive Covenants** ("Covenant") executed this ____ day of _____, 2017 by **OAKLAND LAKES BOULEVARD, LLC**, a Florida limited liability company, having an address of 101 Pugliese's Way, 2nd Floor, Delray Beach, FL 33444 ("Owner"), shall be for the benefit of **CITY OF OAKLAND PARK**, a political subdivision of the State of Florida, with a post office address at 3650 NE 12th Avenue, Oakland Park, Florida 33334, ("City").

WHEREAS, Owner is the fee simple owner of approximately 2.53 gross acres of land generally located at the intersection of Oakland Park Boulevard and NW 23rd Terrace, in the City of Oakland Park, Florida, and more particularly described in in the attached **Exhibit "A"** attached hereto and made a part hereof ("Property"); and

WHEREAS, Owner has made an application to City for to rezone the property from B-1 Community Business District to B-3 Commercial-Industrial District, and for conditional use approval for a self-storage facility (collectively, "Application"), in conjunction with development to be located on the Property; and

WHEREAS, notwithstanding the proposed land use designation in the Application, Owner has offered to enter into this Covenant in order to limit the permitted uses of the proposed property to those uses that are compatible with the property uses in the surrounding area; and

WHEREAS, Owner agrees to grant this Covenant to the City, and the City agrees to accept this Covenant in order to place certain restrictions on the development of the Property upon final approval; and

NOW, THEREFORE, in consideration of the promises and covenants herein contained, Owner hereby declares that the Property specifically referenced herein shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions,

and regulations hereinafter set forth, all of which shall run with such property and any part thereof and which shall be binding upon all parties having any right, title or interest in such property or any part thereof, their heirs, successors and assigns.

NOW, THEREFORE, City agrees and covenants to the following:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Future Land Uses. The uses on the Property shall be limited to the following (subject to conditions, limitations and restrictions on such uses as set forth in the City Code of Ordinances):
 - A. B-1 uses listed in Sec. 24-41(C) of the City's Code of Ordinances (the Master business list), as may be amended from time to time
 - B. Self-storage facilities

For purposes of this Declaration, the term "Self-storage facilities" shall mean an establishment whereby space is available for rent within a building for purposes of storage of residential and commercial goods (excluding warehousing), where such space shall not be used by tenants as a principal place of business, is accessible only from the inside of the building, and is climate controlled with secure access including, at a minimum, security cameras installed at the main building entrance and exit points.

THESE RESTRICTIONS ON USES SHALL BE CONSIDERED A RESTRICTIVE COVENANT RUNNING WITH AND BINDING THE LAND.

3. Recordation and Effective Date. This instrument shall not become effective until recorded in the Public Records of Broward County, Florida. Once recorded this Covenant shall run with the land and shall remain in full force and effect and binding upon the undersigned, its heirs, legal representatives, estate successors, grantees and assigns to the title of the Property.
4. Severability. If any court of competent jurisdiction shall declare any section, paragraph or part thereof invalid or unenforceable, then such judgement or decree shall have no effect on the enforcement or validity of any other section, paragraph or part thereof, and the same shall remain in full force and effect.
5. Amendment. This Covenant may be amended only with the prior written consent of the City, which shall have the discretion to deny.

6. Enforcement. City is the beneficiary of this Covenant and may enforce the provisions herein by action at law or in equity against any person or persons, entity or entities, violating or attempting to violate the terms of this Covenant. This Covenant shall not give rise to any other cause of action by any parties other than City, and no parties other than City shall be entitled to enforce this Covenant. Any failure by City to enforce this Covenant shall not be deemed a waiver of the right to do so thereafter.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Restrictive Covenants on this ____ day of _____, 2017.

OAKLAND LAKES BOULEVARD, LLC, a Florida
limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION