

Exhibit "B"

Return recorded copy to:

Dunay, Miskel & Backman, LLP
14 SE 4th Street, Suite 36
Boca Raton, Florida 33432

This Instrument Prepared by:

Christina Bilenki, Esq.
Dunay, Miskel & Backman, LLP
14 SE 4th Street, Suite 36
Boca Raton, Florida 33432

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DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants ("Declaration") made and entered into this ___ day of _____, 20___, by **VISTA GARDENS BALLROOM LLC**, a Florida limited liability company whose mailing address is 12800 SW 128th Street, Miami, FL 33186 ("Declarant") shall be for the benefit of the City of Coconut Creek, a political subdivision of the State of Florida with a mailing address of 4800 W Copans Road, Coconut Creek, FL 33063 ("City").

WITNESSETH:

WHEREAS, Declarant is the fee simple owner of that certain real property located in the City of Coconut Creek, Broward County, Florida, as more particularly described on Exhibit "A" attached hereto and made a part hereof ("Vista Parcel") and the contract purchaser of that certain real property owned by the City, as more particularly described on Exhibit "B" attached hereto and made a part hereof ("City Parcel")(the Vista Parcel and the City Parcel are collectively referred to herein as the "Property"); and

WHEREAS, Declarant has submitted an application to the City in order to rezone the Property from A-1, Agricultural District, to B-3, Community Shopping (Application #19050002) ("Rezoning"); and

WHEREAS, in connection with the Rezoning, Declarant agreed to enter into this Declaration to place certain restrictions on the uses of the Property; and

WHEREAS, Declarant hereby agrees to grant this Declaration to the City and the City agrees to accept this Declaration in order to place certain restrictions on the development of the Property upon the closing of the purchase and sale of the City Parcel and following final approval with all appeal periods having expired without an appeal having been filed of Declarants Rezoning application for the Property.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, maintained, transferred, sold, conveyed and owned in perpetuity subject to the terms and conditions and restrictions set forth in this Declaration.

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.
2. Use Restrictions. Declarant hereby agrees that the following uses shall not be permitted on the Property: ambulatory surgical center, automobile dealership, automobile parts, automobile & truck rental agency, automobile tag agency, coin operated laundromats, hotels/motels, liquor store, medical marijuana dispensary, motorcycle & recreation vehicle sales & service, private clubs and lodges, retail electronic-cigarette/vaporizer store; and video stores.
3. Amendments. This Declaration shall not be modified, amended or released as to any portion of the Property except by written instrument, executed by the then owner or owners of the Property and approved by ordinance of the City Commission of the City of Coconut Creek after public hearing. Any amendment, modification or release of this Declaration shall be recorded in the Public Records of Broward County, Florida.
4. Recordation. This Declaration shall be recorded in the Public Records of Broward County, shall run with the Property in perpetuity, for the sole benefit of the City and shall bind all successors and assigns to the title of the Property.
5. Effective Date. This instrument shall become effective and shall be recorded upon the closing of the purchase and sale of the City Parcel and if the above-described Rezoning application is approved and made effective by the City Commission with all appeal periods having run without the filing of an appeal.
6. Severability. These restrictions are hereby declared to be severable and independent. 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 hereof, and the same shall remain in full force and effect.
7. Third Party Beneficiary. This Declaration is not intended to create, nor shall it be in anyway interpreted or construed to create, any third-party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.
8. Captions, Headings and Titles. Paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

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IN WITNESS WHEREOF, Declarant has executed this Declaration of Restrictive Covenants as follows:

VISTA GARDENS BALLROOM LLC,
a Florida limited liability company

WITNESSES:

(Signature)

(Print Name)

(Signature)

(Print Name)

By: _____
(Signature)

(Print Name)

Title

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ___ physical presence or ___ online notarization, this ___ day of _____, 20___, by _____, as _____, of VISTA GARDENS BALLROOM LLC, on behalf of the corporation. He or she is:

___ personally known to me, or

___ produced identification. Type of identification produced _____.

(SEAL)

Notary Public, State of Florida

Print Name

My Commission Expires: