

Return recorded copy to:

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This Instrument Prepared by:

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Boca Raton, Florida 33432

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DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (“Declaration”) is made this ___ day of January, 2015, by **NORTH BROWARD PREPARATORY SCHOOLS, LLC**, a Florida limited liability company, hereinafter referred to as “Declarant”.

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 (the “Property”); and

WHEREAS, on April 24th, 2004, Declarant recorded that certain Declaration of Restrictive Covenants (OR Book 37221, Page 74) against a portion of the Property restricting, inter alia, access from N.W. 74th Avenue (“2004 Declaration”); and

WHEREAS, on March 7, 2000, Declarant recorded that certain Deed of Conservation Easement (OR Book 30514, Page 1387) against a portion of the Property restricting development on and use of the conservation easement area (“2000 Conservation Easement”) attached hereto as Exhibit “B-1” and made a part hereof; and

WHEREAS, on February 12, 2004, Declarant recorded that certain Deed of Conservation Easement (OR Book 37960, Page 920) against a portion of the Property restricting development on and use of the conservation easement area (“2004 Conservation Easement”) attached hereto as Exhibit “B-2” and made a part hereof; and

WHEREAS, on January 9, 2014, Declarant filed development applications with the City of Coconut Creek (“City”) (1) to replat the North Broward School Plat (009-UP-96) along with several unplatted portions of the Property as part of the North Broward School Replat (“Replat”)

and (2) to rezone the Property from the A-1, Agriculture District to the CF, Community Facilities, zoning district (“Rezoning”); and

WHEREAS, the 2004 Declaration provides for termination of the Declaration, with the consent of Broward County, in the event the Property is rezoned to any zoning designation other than I-1; and

WHEREAS, in connection with the Replat and Rezoning, Declarant reaffirms the restrictions in the 2004 Declaration and acknowledges that the use of the Property will be further restricted as set forth below; and

WHEREAS, Declarant has agreed to place restrictions upon the Property as more fully set forth below.

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 foregoing recitations are true and correct and are incorporated by reference.
2. Waiver. Declarant waives the right contained in the 2004 Declaration to terminate the 2004 Declaration by reason of the rezoning of the Property to CF, Community Facilities, provided however that Declarant shall retain such right of termination should the Property be rezoned to any zoning designation other than CF, Community Facility.
3. Restrictions. The Property shall be developed as a private preparatory school (“School”) in accordance with the following restrictions:
 - a. There shall be no pedestrian or vehicular access (other than emergency vehicles) to the School from NW 74th Street or NW 44th Avenue.
 - b. All pedestrian and vehicular access to the Property other than for emergency vehicles shall be from the platted access openings on Lyons Road.
 - c. The Non-Vehicular Access Line along NW 74th Avenue shall be perpetual in nature and shall not be modified or amended without prior approval from the City.
 - d. The 2004 Conservation Easement shall not be amended, modified or released without prior approval from the City.
4. Subject to review and approval by both City and Broward County, the 2000 Conservation Easement may be amended in accordance with the conceptual exhibit attached hereto as Exhibit “B-3”, provided however that until such time as any such amendment is approved and recorded in the Public Records of Broward County, Florida, the 2000 Conservation Easement shall remain in full force and effect.

5. Modification and Termination: Any amendment, modification or termination of this Declaration requires approval of the City Commission and recordation of a release in the Public Records of Broward County, Florida which approval shall not be unreasonably withheld.
6. Covenant Running with the Land. This Declaration shall be recorded in the Public Records of Broward County, Florida, at Declarant's expense, and shall run with the Property described in Exhibit 'A' and shall be binding on Declarant and all its heirs, successors and/or assigns.
7. Effective Date. This Declaration shall become effective upon final approval of the Replat and Rezoning providing for the School beyond all applicable appeal periods.
8. Invalidity of Provisions. If any court of competent jurisdiction shall declare any section, paragraph or part invalid or unenforceable, then such judgment 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.
9. City Beneficiary. The City is the beneficiary of this Declaration and, as such, may enforce this Declaration by action at law or in equity against any person or persons, entity or entities, violating or attempting to violate the terms of this Declaration. Any failure of the City to enforce this Declaration shall not be deemed a waiver of the right to do so thereafter.
10. Entire Agreement. This Declaration constitutes the entire agreement, with regard to the subject matter contained herein, and may only be amended, modified, or released with the consent of the party(ies).
11. Authority. The undersigned hereto expressly covenants and represents that he/she has the authority to enter into this Declaration.

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

Signed, sealed and delivered
in the presence of:

WITNESS:

North Broward Preparatory Schools, LLC,
A Florida limited liability company

Print name: _____

By: _____

Print name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2014,
by _____, as _____ of North Broward Preparatory Schools, LLC, a Florida limited
liability company. He/she is personally known to me or has produced _____ as
identification.

Seal

Notary Public, State of Florida
My commission expires: