

RESTRICTIVE (SHARED PARKING) COVENANT
for
BlueCross and BlueShield of Florida, Inc.,
a Florida Corporation

This Restrictive (Shared Parking) Covenant is entered into this _____ day of _____, 2010, by BW 1970 Sawgrass Mills, LLC, a Florida limited liability company ("Owner"), and BlueCross and BlueShield of Florida, Inc., a Florida Corporation ("Declarant").

WITNESSETH

WHEREAS, Section 16-145 of the City of Sunrise Code of Ordinances ("Code") provides that upon application to the department, and after public meeting, the City Commission of the City of Sunrise ("City") may approve shared parking for two (2) or more separate permitted uses; and

WHEREAS, Declarant, desires to operate two uses (office and public assembly) at different times at 1970 Sawgrass Mills Circle, Sunrise, Broward County, Florida; and

WHEREAS, Declarant, has requested that shared parking be permitted at 1970 Sawgrass Mills Circle, Sunrise, Broward County, Florida, located on the real property described in Exhibit "A" and attached hereto; and

WHEREAS, the City Commission, following a public meeting on _____ day of _____, 2010, approved shared parking on the real property as described in Exhibit "A" at 1970 Sawgrass Mills Circle, Sunrise, Broward County, Florida (the "Property") in conformity with the Hours of Operation submitted with the application and attached as Exhibit "B"; and

WHEREAS, Section 16-145 of the Code requires that a covenant running with the land be recorded in the Public Records of Broward County as a condition of approval of an application for shared parking; and

NOW, THEREFORE, in consideration of the foregoing recitals, Owner and Declarant hereby set forth the following restrictions as covenants running with the Property;

1. The foregoing recital clauses are true and correct and hereby incorporated by reference.
2. Each and every use of the Property that requires shared parking shall be in compliance with the shared parking approval granted by the City Commission on _____ day of _____, 2010, by Resolution _____, Section 16-145 of City of Sunrise Code and this Covenant (collectively "Shared Parking Approvals"). Owner and Declarant, and their successors in interest and assigns, shall provide sufficient information to demonstrate compliance with the Shared Parking Approvals to the Director of Community Development ("Director"), City as a condition of obtaining approval for any change of use.
3. This Restrictive (Shared Parking) Covenant is made for the benefit of Owner, Declarant and the City. Owner, Declarant and the City shall be entitled to enforce the covenants and restrictions contained in this Restrictive (Shared Parking) Covenant. ("Covenant") Owner and Declarant agree to be jointly and severally responsible for assuring compliance with this Covenant, the Shared

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Parking Approvals and Chapter 16, Article VII “Off-Street Parking and Loading” of the Code of Ordinances.

4. The City shall be entitled to enforce the covenants and restrictions contained herein through all procedures available under the City Code and Florida law. Owner and Declarant understand and agree that, if for any reason the parking spaces required under the Shared Parking Approvals are no longer available for use, Owner and Declarant shall be required to reduce or cease operation and use of the Property to the extent necessary to bring the Property into conformance with Chapter 16, Article VII “Off-Street Parking and Loading” of the Code of Ordinances. It is further agreed and understood that if the Owner and Declarant do not come into conformance with the Shared Parking Approvals and with Chapter 16, Article VII, they shall be subject to enforcement for a violation of Chapter 16 and this Covenant.

5. If the Director determines that the Owner and Declarant, or their successors in interest and assigns, are in violation of the Shared Parking Approvals, Section 16-145 of City Code, or this Covenant, then the Director shall provide written notice of the alleged violation to the Owner and Declarant, or their successors in interest and assigns, at their last known address by certified mail, return receipt requested. The notice shall describe the violation of the Shared Parking Approvals. The notice shall advise of the nature of the alleged violation and any steps necessary to correct the alleged violation, and advise that the Owner and Declarant may provide written responses to the notice within twenty (20) days of its receipt.
 - a. Administrative Finding of Violation:
Within 30 days of providing written notice to the Owner and Declarant, if the Director finds that the alleged violation has not been corrected, the Director shall, consider his or her review of the conditions and any and all written responses provided by the Owner and Declarant, to make a written finding as to whether one or more of the parties to this Covenant are in violation of the Shared Parking Approvals. Written notice of the Director’s finding of violation of the Shared Parking Approvals shall be provided to the Owner and Declarant at their last known address by certified mail, return receipt requested.

 - b. Administrative Appeal: Within thirty (30) days of the Director’s issuance of the finding of violation, a party found to be in violation may file an administrative appeal of the Director’s decision to the City Commission via the Board of Adjustment, pursuant to Section 16-48 of the Code of Ordinances.

 - c. Termination of Covenant if Violation Upheld: If no administrative appeal has been filed within thirty (30) days of the Director’s issuance of the finding of violation of all or a portion of the Shared Parking Approvals, the Restrictive (Shared Parking) Covenant shall automatically terminate. Should an appeal be filed and the determination of violation upheld, the

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Restrictive (Shared Parking) Covenant shall terminate upon the date of the conclusion of the final available appeal proceeding.

6. Violations of the Shared Parking Approvals shall be considered violations of Chapter 16, Article VII "Off-Street Parking and Loading" of the Code of Ordinances and may, at the City's option, be enforced through the code enforcement procedures of Chapter 2 of the Code or any other procedure provided by law.
7. The covenant and restrictions shall continue in full force and effect for a period of ten (10) years from the date of recordation and shall thereafter be renewed automatically for successive ten (10) year periods unless and until terminated as provided in Paragraphs 5 or 8.
8. This Restrictive (Shared Parking) Covenant may be terminated, extended, modified, or amended, as to the whole of said Property or any portion, only with the written consent of the City.
9. All covenants and restrictions contained in this Restrictive (Shared Parking) Covenant are made for the direct, mutual, and reciprocal benefit of Owner, Declarant and the City, in favor of the Owner, Declarant and the City, and shall create reciprocal rights and obligations between all grantees of the Property, or portions of the Property, their heirs, successors, personal representatives and assigns, and operate as a covenant running with the land for the benefit of the Property.

Every person who now or hereafter acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant and restriction contained in this Restrictive (Shared Parking) Covenant by which such person acquired an interest in the Property. All future Shared Parking Approvals related to the Property shall be require to execute and record a Joinder and Consent to this Restrictive (Shared Parking) Covenant, and shall further require this Restrictive (Shared Parking) Covenant to be amended in order to incorporate the additional Shared Parking Approvals and add the additional owners or tenants of the Property as Owners or Declarant.

Any waiver or failure to enforce any provision of this Restrictive (Shared Parking) Covenant in a particular situation shall not be deemed a waiver or abandonment of such provision. The failure of Owner, Declarant or City to enforce any covenant or restriction shall in no event be deemed to be a waiver of the right to do so hereafter, nor of the right to enforce any other covenant or restriction. In the event the City finds it necessary to commence litigation to enforce the terms and conditions of this Restrictive (Shared Parking) Covenant, the City will be entitled to recover its reasonable attorney's fees and costs if it is the prevailing party.

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END OF RESTRICTIVE (SHARED PARKING) COVENANT; SIGNATURE PAGES TO FOLLOW.

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JOINDER AND CONSENT TO
RESTRICTIVE (SHARED PARKING) COVENANT

The undersigned _____, as Vice President, Real Estate and Corporate Services of BlueCross and BlueShield of Florida, Inc., does hereby join in and consent to the terms of this Restrictive (Shared Parking) Covenant and agrees that the same shall be binding upon BlueCross and BlueShield of Florida, Inc., and further represents that he has the appropriate authority to execute the Restrictive (Shared Parking) Covenant on behalf of the BlueCross and BlueShield of Florida, Inc.

IN WITNESS WHEREOF, these presents have been executed this _____, day of _____, 20 _____.

Witnesses:

BlueCross and BlueShield of Florida, Inc.

Signature

By: _____

Signature
Its Vice President, Real Estate and
Corporate Services

Printed Name

Lanny I. Felder
Printed Name

STATE OF _____
COUNTY OF _____

SWORN TO and subscribed before me this _____ day of _____, 20 _____, by _____, who is personally known to me or who has produced _____ as identification.

My Commission Expires:

Notary Public Signature

(Printed, Typed or Stamped Name of Notary)

(stamp)

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JOINDER AND CONSENT TO
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The undersigned, T. Austin Simmons, as President of BW 1970 Sawgrass Mills, LLC, a Florida limited liability ("Owner"), does hereby join in and consent to the terms of this Restrictive (Shared Parking) Covenant and agrees that the same shall be binding upon the Owner and further represents that the undersigned has the appropriate authority to execute the Restrictive (Shared Parking) Covenant on behalf of the Owner.

IN WITNESS WHEREOF, these presents have been executed this _____, day of _____, 20_____.

Witnesses:

BW 1970 Sawgrass Mills, LLC
by: Brightwork Real Estate, Inc., as manager

Signature

By: _____
Signature
Its Vice President

Printed Name

T. Austin Simmons
Printed Name

STATE OF _____
COUNTY OF _____

SWORN TO and subscribed before me this _____ day of _____, 20 _____, by _____, who is personally known to me or who has produced _____ as identification.

My Commission Expires:

Notary Public Signature

(Printed, Typed or Stamped Name of Notary)

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EXHIBIT "A"

LEGAL DESCRIPTION

A portion of parcel R-17, SAWGRASS MILLS, according to the plat thereof recorded in Plat Book 137, Page 13, of the Public Records of Broward County, Florida described as follows:

COMMENCING at the Southwest corner of said Parcel R-17, said point being on a curve concave Northwesterly, having a radius of 2832.00 feet, to which point a radial line bears South 72°23'44" East; thence Northeasterly along the Westerly boundary of said Parcel R-17 and said curve, through a central angle of 01°24'59" for an arc distance of 70.01 feet to the Point of Beginning; thence continue along said Westerly boundary and curve, through a central angle of 04°01'52" for an arc distance of 199.25 feet; thence radial to the last described curve, South 77°50'35" East a distance of 135.00 feet, thence South 26°12'04" East a distance of 141.77 feet to a point of curvature of a curve concave Northwesterly, whose radius point bears North 75°45'32" West from the last described point; thence along the arc of said curve having a radius of 3057.00 feet, a central angle of 02°03'05" and arc distance of 109.45 feet; thence last three described courses being coincident with the Northerly, Northeasterly and Easterly boundaries of said Parcel R-17, thence North 72°23'44" West along a line 70.00 feet North of, as measured at right angles to, and parallel with, the Southerly boundary of said Parcel R-17 a distance of 225.06 feet to the Point of Beginning.

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EXHIBIT "B"

Use	Sq. Ft.	Parking Ratio	Required Spaces	Hours of Operation
Office	4,701	1:250	18.8	10 am to 8 pm
Public Assembly	440 (with 30 movable seats)	1:35	12.6	As noted below
Total code required parking			32 spaces	
Total provided parking			21 spaces*	
Deficit			11 spaces	

*Excludes one (1) space specifically designated for loading zone on the approved site plan.

Parking spaces must be available at all times for each proposed use.

- a. **OFFICE HOURS OF OPERATION:** Monday – Saturday 10:00 am to 8:00 pm.
- b. **PUBLIC MEETING HOURS OF OPERATION:** Varied during office hours of operation.

During any period of time in which a "Public Meeting" is being held on the Property, Declarant shall:

1. Suspend all office, sales, and other operations from the Property.
2. Have no more than five (5) employee vehicles parked on the Property.

A "Public Meeting" is defined as a gathering of 5 or more attendees (not including employees) to a specific meeting at the Property which has been publically announced by Declarant. By way of example, but without limitation, health seminars and educational seminars which are advertised by Declarant as being held at the Property would be Public Meetings.

Declarant shall notify the City of Sunrise of Public Meetings at least three (3) business days in advance. Notice shall be provided in writing to the Director of Community Development at the following address: City of Sunrise, 1601 NW 136 Avenue, Building A, Sunrise, FL 33323.