

PREPARED BY;
Alison Yurko
Alison Yurko PA
PO Box 2286
Winter Park, Fla. 32790

ABOVE SPACE RESERVED FOR
RECORDING PURPOSES ONLY

RESTRICTIVE COVENANT

THIS Restrictive Covenant (this "Restriction"), made and executed this day of _____, 2023, by Marvel Quevedo for herself and her heirs, successors and assigns (hereinafter Quevedo) in favor of the City of Belle Isle, a municipal corporation of the State of Florida, whose address is 1600 Nela Ave Belle Isle, Fla. 32809, (hereinafter "CITY").

WHEREAS, said restriction is a voluntary inducement given by Quevedo to the CITY in furtherance of, and a material part of a lot split approval which has created the new lot o the Property;

Now, Therefore, Quevedo, for the sum of \$10.00 and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby agree and declare that the Property described in Exhibit A attached hereto (hereinafter "Property") shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, conditions and covenants:

1. As of the recording of this Restriction, the Property is considered to be a conforming lot, and the single family home currently located thereon is a conforming use. However, there is a legally non-conforming professional office use of the building located closest to the rear boundary of the Property ("Nonconforming Use"). The Nonconforming Use and the building it is within ("Building"), shall not be expanded nor shall the current professional use be changed to any type of higher intensity use. If the Nonconforming Use is abandoned or vacated for more than 180 days then it shall not be reestablished. Except for the existing Nonconforming Use, there shall be no commercial use of the Property and the Property shall only be used for single-family residential purposes. Since the Property has been created by a lot split, it shall not be further subdivided.
2. On or before March 27, 2024 2034, the Nonconforming Use shall no longer be permitted on the Property and such use shall completely cease and become a prohibited use; provided that the Building is permitted to remain if used and properly maintained, in accordance with applicable laws and regulations, as an accessory building to the principal single-family residential structure and use on the same lot and Building is not rented out to a tenant or sub-tenant who does not also rent the entire square footage of the principal single-family residential structure and the lot it sits on.

3. City may enforce the terms of this Restriction by any action available at law or in equity, including without limitation actions for injunctive relief, specific performance, as well as for compensatory and consequential damages. Further, the City may rescind, deny or withhold any development order or permit sought or received that is inconsistent with this Restriction. The rights and remedies available hereunder or at law or in equity are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another. This Restriction can only be terminated or amendment by written agreement of the CITY; provided however, that this Restriction shall be deemed to be terminated and of no further force and effect upon demolition of the Building; in which event CITY shall record a termination of this Restriction in the public records of Orange County within thirty (30) days of written request by the owner of the Property.

4. If any provisions contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Restriction.

5. This Restriction shall be recorded in the public records of Orange County, Florida, shall run with the land and shall be binding on the heirs, successors and assigns of Quevedo and perpetually be for the benefit of the City.

IN WITNESS WHEREOF, Quevedo has caused these presents to be executed in its name on the _____ day of _____ 2024,

"Quevedo "

Marvel Quevedo

1. _____
Printed Name and Address of Witness

Signature of Witness

2. _____
Printed Name and Address of Witness

Signature of Witness

STATE OF FLORIDA

COUNTY OF ORANGE

Sworn to or affirmed and signed before me by physical presence

on _____ by Marvel Quevedo

NOTARY PUBLIC

[Print, type, or stamp commissioned name of notary or clerk.]

_____ Personally known

_____ Produced identification

Type of identification produced _____

Accepted by the City of Belle Isle, a Florida municipal corporation

By: _____
Nicholas Fouraker, Mayor

Attest: _____
Yolanda Quiceno, City Clerk

Date: _____