

Item # 35

ADDITIONAL MATERIAL

Regular Meeting

OCTOBER 6, 2020

**SUBMITTED AT THE REQUEST OF
ENVIRONMENTAL PROTECTION
and GROWTH MANAGEMENT
DEPARTMENT**

From: Robert Brandt <robert@attorneybrandt.com>

Sent: Monday, October 5, 2020 7:18 PM

To: Holness, Dale <DHOLNESS@broward.org>; Geller, Steve <SGELLER@broward.org>; Rich, Nan <NRICH@broward.org>; Bogen, Mark <MBOGEN@broward.org>; Udine, Michael <MUDINE@broward.org>; Fisher, Lamar <LFISHER@broward.org>; Furr, Beam <BFURR@broward.org>; Ryan, Tim <TRYAN@broward.org>; Sharief, Barbara <BSHARIEF@broward.org>

Cc: amiles@broward.org; Azcoitia, Maite <MAZCOITIA@broward.org>

Subject: FW: Broward Commission Meeting October 26, 2020 - Agenda Item 35

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Dear Mayor Holness and County Commissioners:

I represent Miramar Equity I, LLC ("MEI") who owns commercial property at the Miramar Town Center and is materially affected by Agenda Item 35 which is before the Commission on October 6, 2020.

MEI just found out about the Item and has not had time to engage a land use attorney to review and advise it. The applicant is seeking to amend a notation on the plat which materially affects the MEI property and appears to be adverse to the interest of MEI. Previously, in July, 2020, the applicant, RD Manor Miramar, LLC, sent MEI a proposed Agreement for Amendment of Notation of Plat for MEI and their lender to sign (a copy of which is attached) thereby agreeing to the proposed revision to the note. MEI had not agreed and was waiting for more information regarding the proposed amendment to the notation and to study the impact the proposal would have on their property. Now, without any notice to MEI, the applicant is apparently trying an end around by trying to separate their parcel from the established plat of which MEI's property is a part and adjacent thereto without input or notice to the other affected property owners. The proposed amendment to the note is seeking to add over 300 residential units over and above that which is allowed by the current plat, as was previously amended several times with the consent of the affected property owners.

Likewise, in July 2020, the City of Miramar contacted MEI regarding a proposed amendment to the

Declaration of Restrictions for the Miramar Town Center (a copy of which is attached) and MEI had an in person meeting on September 22, 2020 at which the City never mentioned that the Item was on the Agenda.

On the first page of the application submitted by the applicant, which is Exhibit 8 to the attachments to the Motion to Approve, the folio number of MEI is listed on the first page but absolutely no notice whatsoever regarding the application or the hearing before the Commission was ever given or presented to MEI.

We believe it is patently unfair and improper for the Commission to proceed with Agenda Item 35 without the opportunity of MEI, who will be materially affected, to review and present any material information regarding the application to the Commission.

For the foregoing reasons it is respectfully requested that Agenda Item 35 be deferred or continued until the next Commission meeting.

If you need any further information or have any questions please do not hesitate to call me on my cell phone which is: 305-807-5330.

Thank you for your consideration.

Sincerely,

Robert A. Brandt, Esq.*
Robert A. Brandt, P.A.
Counselors at Law
696 N.E. 125 Street
North Miami, Florida 33161
Tel. (305) 981-3222
Fax (305) 981-2777
E-Mail: robert@attorneybrandt.com

* Admitted in Florida and New York

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LAW OFFICES OF
AUSTIN PAMIES NORRIS WEEKS POWELL, PLLC

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FORT LAUDERDALE, FLORIDA 33311

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Pam E. Booker, Esq.,
of Counsel

TELEPHONE 954-768-9770
FACSIMILE (786) 348-0167
pbookerjd@gmail.com

July 7, 2020

Daisy Reyes, Chief Financial Officer
Miramar Equity 1, LLC
696 NE 125 Street
North Miami, FL 33161

Dear Sir or Madame:

The City of Miramar and Related Development, LLC (d.b.a. RD Manor Miramar, LLC) entered into a Purchase and Sale Agreement on or about July 10, 2019. The Purchase and Sale Agreement required amendments to multiple documents as conditions precedent to closing on Block 2 (undeveloped surface parking area fronting Red Road). The documents attached hereto contain revisions which the City and Related have agreed upon. The documents are now being transmitted as required in the respective agreements for review and consent by Miramar Equity 1, LLC, as a Block owner within the project. The following documents proposed for revision require your sign off:

Declarations of Covenants, Restrictions, Conditions and Easement for Town Center:

Enclosed please find an "Amendment to the Declarations of Covenants, Restrictions, Conditions and Easement for Town Center", between Rock-Kim Miramar, LLC; MTC Property Corp.; Miramar Equity 1 LLC; and Related Development, LLC, which deletes the prior Master Plan and replaces it with the revised Master Plan.

Sixth Amendment to Declaration for Miramar Town Center:

Enclosed please find a "Sixth Amendment to Declaration for Miramar Town Center" between Rock-Kim Miramar, LLC and the Miramar Town Center Master Association, Inc., said amendment modifies and adds definitions, modifies section 15.10, in regards to painting, states that section 19 is inapplicable to Block 2, modifies section 15.4, in regards to casualty or loss of structures, modifies section 28.2, modifies the site plan, and modifies sections 4.1 and 4.2 of the Bylaws.

We appreciate your timely review and response to this matter to ensure no delays are incurred to the closing. Please provide any questions or concerns you may have regarding any of the aforementioned documents.

Sincerely,



Pam E. Booker, Esq.

cc: Vernon E. Hargray, City Manager
Hector A. Vazquez, AICP, Strategic Development Officer
Ron Melendez, Vice President of Development, Related Development, LLC
Steven E. Goldman, Esq., Greenberg Taurig, PA
Rigoberto Ruiz, Regional Asset Manager, IMC Equity Group

This instrument prepared by and
after recording return to:

Pam E. Booker, Esq.
401 North Avenue of the Arts
Ft. Lauderdale, Florida 33311
Telephone: 772-971-8676

**AMENDMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS, CONDITIONS, AND EASEMENTS FOR TOWN CENTER**

THIS AMENDMENT TO DECLARATION OF COVENANTS RESTRICTIONS, CONDITIONS, AND EASEMENTS FOR TOWN CENTER (“**Amendment**”) is made by **ROCK-KIM MIRAMAR, LLC**, a Delaware limited liability company (“**Rock-Kim Miramar**”) and joined in by the City of Miramar, a Florida municipal corporation (“**City**”), **MTC PROPERTY CORP.**, a Delaware corporation (“**MTC Property**”), **MIRAMAR EQUITY I LLC**, a Florida limited liability company (“**Miramar Equity**”), and **RELATED DEVELOPMENT, LLC**, a Florida limited liability company (“**Related**”).

RECITALS

The Declaration of Covenants Restrictions, Conditions, and Easements for Town Center was recorded in Official Records Book 41234, Page 1628, of the Public Records of Broward County, Florida (the “**Declaration**”).

Section 6.1 of the Declaration provides that the Declaration may be amended with the consent of both Rock-Kim Miramar and the City. Notwithstanding the foregoing, MTC Property (as the Block 3 North, Block 4A, Block 5 and Block 6 Owner), Miramar Equity (as the Block 4B Owner), and Related (as the Block 2 Owner), are joining in and consenting to this Amendment.

Rock-Kim Miramar and the City desire to amend the Declaration as set forth in this Amendment.

NOW THEREFORE, Rock-Kim Miramar and the City hereby declare that every portion of Miramar Town Center is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions set forth in the Declaration, as amended by this Amendment.

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated into and form a part of this Amendment.

2. **Conflicts.** In the event that there is a conflict between this Amendment and the Declaration, this Amendment will control. Whenever possible, this Amendment and the

Declaration shall be construed as a single document. Except as modified hereby, the Declaration remains in full force and effect.

3. **Master Plan.** Exhibit "F" of the Declaration is hereby deleted in its entirety and replaced with the Master Plan attached hereto as Exhibit "A".

4. **Covenant Running with the Land.** This Amendment shall be a covenant running with the land.

5. **Counterparts.** This Maintenance Agreement may be executed in separate counterparts. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties to this Agreement. Facsimiles or other electronic copies shall be deemed originals.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

SIGNATURES APPEAR ON FOLLOWING PAGES.

JOINDER AND CONSENT OF CITY OF MIRAMAR

THE CITY OF MIRAMAR, a Florida municipal corporation, hereby joins in and consents to the Amendment to Declaration for Miramar Town Center to which this Joinder is attached. The terms of the Amendment are and will be binding upon the undersigned and its successors in title.

The City has signed this Joinder and Consent on _____.

CITY:

CITY OF MIRAMAR, a Florida municipal corporation

By: _____
Name: _____
Title: City Manager

Approved as to form and legal sufficiency
For the use of and reliance by the City of
Miramar only:

ATTEST:

By: _____
_____, City Attorney

Name: _____
Title: City Clerk

STATE OF FLORIDA)
) ss
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____ 2020, by _____, as City Manager of the CITY OF MIRAMAR, a Florida municipal corporation, on behalf of the City, who (check one) [] is personally known to me or [] who has produced a Florida driver's license as identification.

[SEAL]

By: _____
Name: _____
Serial Number, if any: _____
Commission Expires: _____

JOINDER AND CONSENT OF MTC PROPERTY CORP.

MTC PROPERTY CORP., a Delaware corporation, does hereby join in and consent to the Amendment to Declaration for Miramar Town Center to which this Joinder is attached. The terms of the Amendment are and will be binding upon the undersigned and its successors in title.

MTC Property has signed this Joinder and Consent on _____.

Witnesses:

Name: _____

Name: _____

MTC PROPERTY:

MTC PROPERTY CORP., a Delaware corporation

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
) ss
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____ 2020, by _____, as _____ of MTC PROPERTY CORP., a Delaware corporation, on behalf of the corporation, who (check one) [] is personally known to me or [] who has produced a Florida driver's license as identification.

[SEAL]

By: _____
Name: _____
Serial Number, if any: _____
Commission Expires: _____

JOINDER AND CONSENT OF MTC PROPERTY CORP.

RELATED DEVELOPMENT, LLC, a Florida limited liability company, does hereby join in and consent to the Amendment to Declaration for Miramar Town Center to which this Joinder is attached. The terms of the Amendment are and will be binding upon the undersigned and its successors in title.

Related has signed this Joinder and Consent on _____.

RELATED:

RELATED DEVELOPMENT, LLC,
a Florida limited liability company

Witnesses:

Name: _____

Name: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
) ss
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____ 2020, by _____, as _____ of MIRAMAR TOWN CENTER MASTER ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, who (check one) [] is personally known to me or [] who has produced a Florida driver's license as identification.

[SEAL]

By: _____
Name: _____
Serial Number, if any: _____
Commission Expires: _____

This instrument prepared by and
after recording return to:

Pam E. Booker, Esq.
401 North Avenue of the Arts
Ft. Lauderdale, Florida 33311
Telephone: 772-971-8676

SIXTH AMENDMENT TO DECLARATION
FOR MIRAMAR TOWN CENTER

THIS SIXTH AMENDMENT TO DECLARATION FOR MIRAMAR TOWN CENTER (“**Sixth Amendment**”) is made by **ROCK-KIM MIRAMAR, LLC**, a Delaware limited liability company (“**Rock-Kim Miramar**”) and joined in by the City of Miramar, a Florida municipal corporation (“**City**”); **MIRAMAR TOWN CENTER MASTER ASSOCIATION, INC.**, a Florida not-for-profit corporation (“**Master Association**”).

RECITALS

The Declaration for Miramar Town Center was recorded in Official Records Book 44103, Page 1446, of the Public Records of Broward County, Florida (the “**Original Declaration**”). The Original Declaration has been amended by the following instruments (**Note**: all recording references are to the Public Records of Broward County, Florida):

First Amendment to Declaration for Miramar Town Center recorded in Official Records Book 44578, Page 492 (“**First Amendment**”);

Second Amendment to Declaration for Miramar Town Center recorded in Official Records Book 45861, Page 1493 (“**Second Amendment**”);

Third Amendment to Declaration for Miramar Town Center recorded in Official Records Book 47147, Page 856 (“**Third Amendment**”);

Fourth Amendment to Declaration for Miramar Town Center recorded in Official Records Book 49332, Page 1078 (“**Fourth Amendment**”); and

Fifth Amendment to Declaration for Miramar Town Center and Amendment to By-Laws of Miramar Town Center Master Association recorded in Official Records Book 50705, Page 119 (“**Fifth Amendment**”).

The First Amendment, Second Amendment, Third Amendment, Fourth Amendment and Fifth Amendment are collectively referred to as the “**Amendments**”. The Original Declaration and the Amendments are collectively referred to as the “**Declaration**”.

Section 3.2 of the Declaration provides that, prior to and including the Community Completion Date, Developer shall have the right to amend the Declaration as it deems appropriate without the joinder or consent of any person or entity whatsoever other than the City, which consent of the City shall not be unreasonably withheld, conditioned or delayed; provided that in no event shall it be deemed unreasonable for the City to withhold its consent if the City determines in its sole discretion that any proposed amendment to the Declaration would have an adverse impact on the use or operation of the Commercial Parcel owned by the City for police, governmental or civic uses. At all times from and after the Community Completion Date, Developer shall have the right to amend the Master Association Documents unilaterally to correct non-material scrivener's errors. Notwithstanding the foregoing, Developer shall not amend the Declaration either prior to or after the Community Completion Date in such a manner which would eliminate or materially and adversely modify, prejudice, abridge, or otherwise materially and adversely affect any rights of a Residential Parcel Owner or Commercial Parcel Owner without the written consent of such Residential Parcel Owner or Commercial Parcel Owner in each instance.

While this Sixth Amendment does not eliminate or materially and adversely modify, prejudice, abridge or otherwise materially and adversely affect any rights of a Residential Parcel Owner or Commercial Parcel Owner, the City, MTC Property (as a the Block 3 North, Block 4A, Block 5 and Block 6 Owner), Miramar Equity (as a the Block 4B Owner), and Related (as the Block 2 Owner), are joining in and consenting to this Sixth Amendment.

Rock-Kim Miramar, as Developer, desires to amend the Declaration as set forth in this Sixth Amendment.

NOW THEREFORE, Rock-Kim Miramar hereby declares that every portion of Miramar Town Center is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions set forth in the Declaration, as amended by this Sixth Amendment.

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated into and form a part of this Sixth Amendment.
2. **Conflicts.** In the event that there is a conflict between this Sixth Amendment and the Original Declaration or the Amendments, this Sixth Amendment will control. Whenever possible, this Sixth Amendment, the Original Declaration, and the Amendments shall be construed as a single document. Except as modified hereby, the Original Declaration and the Amendments remain in full force and effect.
3. **Definitions.** All initially capitalized terms not defined herein shall have the meanings set forth in the Original Declaration, except that the defined terms are modified as follows:

"Declaration" shall mean the Original Declaration, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment and this Sixth Amendment, together with all amendments and modifications thereof.

“Residential Parcel” shall mean any horizontal and/or vertical subdivision of Miramar Town Center primarily intended for residential development and either identified as a Parcel in a Block Declaration or owned by a single owner and operated as a residential rental community. Each block or portion of a Block intended or constructed as a residential development shall be deemed a separate Residential Parcel regardless of whether such Blocks or portions of Blocks are owned by a single entity. It is currently intended that Block 2, Block 5 and Block 6 will be developed as Residential Parcels. The individual Units or lots upon which Homes or other single family residential structures within Block 2, Block 5 and Block 6 have been, may or will be built are not considered Residential Parcels under this Declaration.

“Residential Apartment Building” shall mean any residential apartment building, complex or units constructed upon any Residential Parcel or Block, including the building(s), any amenities, parking areas, green spaces and other related accessory facilities.

“Townhome Association” shall mean any homeowners or property owners association(s) responsible for Block 2, Block 5 and/or Block 6. A Townhome Association is a Block Association. Notwithstanding anything in this Declaration to the contrary, the defined term “Townhome Association” is assigned for convenience or reference only and is not intended, nor shall it be deemed, to limit or otherwise restrict the use or development of Block 2, Block 5 or Block 6. Notwithstanding the foregoing and anything to the contrary in this Declaration, in the event Block 2, Block 5 and/or Block 6 is owned by a Residential Parcel Owner, a Townhome Association shall not be required to govern Block 2, Block 5 and/or Block 6, and in such event the Residential Parcel Owner of Block 2, Block 5 and/or Block 6 shall have all the rights, obligations, duties and liabilities of a Townhome Association under this Declaration, including, but not limited to, maintenance obligations and the obligation to pay Assessments.

“Town Center Central” shall mean Block 3, Block 4A, Block 4B.

4. **Paint.** Section 15.10 is hereby amended as follows: “The exterior of Buildings and Homes shall be repainted by the Block Association or the Residential Parcel Owner or Commercial Parcel Owner, as applicable, as such painting is necessary but not longer than at least every ten years, or sooner if necessary to comply with City code requirements.

5. **“Permits, License and Easements.** Section 19 is hereby amended as follows: “Prior to the Community Completion Date, Developer, and thereafter Association and/or City, shall, in addition to the specific rights reserved to Developer herein, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through Miramar Town Center (including Parcels and/or Homes) for utilities, roads and other purposes reasonably necessary or useful as it determines, in its sole discretion and as long as the same do not

unreasonably interfere with any improvements withing Miramar Town Center or personal property of Members or Members' Constituents. To the extent legally required, each Member's Constituents shall be deemed to have granted to Developer and, thereafter, Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed. This provison shall not apply to Block 2."

6. **Modification:** The following changes are made to Section 15.4 "In the event that a Building or Townhome improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, the responsible party thereof shall commence to rebuild or repair the damaged improvement and diligently continue such rebuilding or repairing until completion. Improvements which are rebuilt may vary from the prior improvements on site."

7. **Modification.** The following is added to Section 28.2 of the Declaration:

"Notwithstanding the foregoing, Developer shall not exercise any rights pursuant to this Section 28.2 within Block 2 of Miramar Town Center with respect to the Related's Parcel to the extent the exercise of such rights would eliminate or materially and adversely modify, prejudice, abridge, or otherwise materially and adversely affect the rights of Related as the owner of its Parcel without the consent of Related, which consent shall not be unreasonably withheld, conditioned or delayed; provided that in no event shall it be deemed unreasonable for Related to withhold its consent if Related determines in its sole discretion that such proposed development or marketing modifications would have an adverse impact on the use or operation of its Parcel for residential and retail uses."

8. **Site Plan.** The Site Plan attached as Exhibit "2" to the Declaration is hereby replaced by the Master Plan on Exhibit "A" attached hereto.

9. **Bylaws.** Sections 4.1 and 4.2 of the Bylaws of the Association are hereby amended as set forth in Exhibit "B" attached hereto.

10. **Covenant Running with the Land.** This Sixth Amendment shall be a covenant running with the land.

11. **Counterparts.** This Sixth Amendment may be executed in separate counterparts. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties to this Agreement. Facsimiles or other electronic copies shall be deemed originals.

SIGNATURES APPEAR ON FOLLOWING PAGES.

Rock-Kim Miramar has signed this Sixth Amendment on _____.

Witnesses:

Name: _____

Name: _____

DEVELOPER:

ROCK-KIM MIRAMAR, LLC,
a Delaware limited liability company,

By: Rock-Miramar, Inc., a New
York corporation, as member

By: _____

Name: _____

Title: _____

STATE OF FLORIDA)
) ss
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this _____ day of _____
2020, by _____, as _____ of Rock-Miramar,
Inc., a New York corporation, as member of ROCK-KIM MIRAMAR, LLC, a Delaware limited
liability company, on behalf of the corporation and the company, who (check one) [] is personally
known to me or [] who has produced a Florida driver's license as identification.

[SEAL]

By: _____

Name: _____

Serial Number, if any: _____

Commission Expires: _____

JOINDER AND CONSENT OF CITY OF MIRAMAR

THE CITY OF MIRAMAR, a Florida municipal corporation, hereby joins in and consents to the Sixth Amendment to Declaration for Miramar Town Center to which this Joinder is attached. The terms of the Sixth Amendment are and will be binding upon the undersigned and its successors in title.

The City has signed this Joinder and Consent on _____.

CITY:

CITY OF MIRAMAR, a Florida municipal corporation

By: _____
Name: Vernon Hargray
Title: City Manager

Approved as to form and legal sufficiency
For the use of and reliance by the City of
Miramar only:

ATTEST:

By: _____
_____, City Attorney

Name: _____
Title: City Clerk

STATE OF FLORIDA)
) ss
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____ 2020, by Vernon Hargray, as City Manager of the CITY OF MIRAMAR, a Florida municipal corporation, on behalf of the entity, who (check one) [] is personally known to me or [] who has produced a Florida driver's license as identification.

[SEAL]

By: _____
Name: _____
Serial Number, if any: _____
Commission Expires: _____

JOINDER AND CONSENT OF MTC PROPERTY CORP.

MTC PROPERTY CORP., a Delaware corporation, does hereby join in and consent to the Amendment to Declaration for Miramar Town Center to which this Joinder is attached. The terms of the Amendment are and will be binding upon the undersigned and its successors in title.

MTC Property has signed this Joinder and Consent on _____.

Witnesses:

Name: _____

Name: _____

MTC PROPERTY:

MTC PROPERTY CORP., a Delaware corporation

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
) ss
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____ 2020, by _____, as _____ of MTC PROPERTY CORP., a Delaware corporation, on behalf of the corporation, who (check one) [] is personally known to me or [] who has produced a Florida driver's license as identification.

[SEAL]

By: _____
Name: _____
Serial Number, if any: _____
Commission Expires: _____

JOINDER AND CONSENT OF RELATED

RELATED DEVELOPMENT, LLC, a Florida limited liability company, does hereby join in and consent to the Amendment to Declaration for Miramar Town Center to which this Joinder is attached. The terms of the Amendment are and will be binding upon the undersigned and its successors in title.

Related has signed this Joinder and Consent on _____.

Witnesses:

Name: _____

Name: _____

RELATED:

RELATED DEVELOPMENT, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____

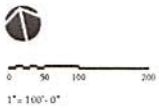
STATE OF FLORIDA)
) ss
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of ____ 2020, by _____, as _____ of MIRAMAR TOWN CENTER MASTER ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, who (check one) [] is personally known to me or [] who has produced a Florida driver's license as identification.

[SEAL]

By: _____
Name: _____
Serial Number, if any: _____
Commission Expires: _____

EXHIBIT "A"
REVISED MASTER PLAN



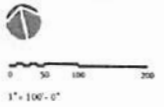
Miramar Town Center

June 12, 2019

Site Plan



- Legend**
- Civic
 - Retail / Civic / Office
 - Retail
 - Retail / Office
 - Retail / Residential
 - Office / Residential
 - Residential
 - Residential Club / Residential
 - Town Houses
 - Clubhouse
 - Retail / Fitness










Miramar Town Center


June 12, 2019

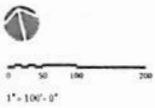
Land Use Plan



Legend

-  One Story Buildings (min. 24' ht.)
-  Two Story Buildings
-  Three Story Buildings
-  Three Story Building w/
Double Height Ground Floor
-  Four Story Buildings
-  Five Story Buildings
-  Eight Story Buildings

-  Four Level Parking Garage
** Parking garage heights are estimates
and will adjust during final design.*



Miramar Town Center

June 12, 2019

Building & Parking Garage Heights



Descriptions of Urban Design Features

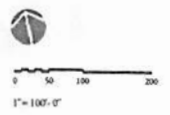
- #** Architectural Features
 1. Major Entry Facade
 2. Small Tower Element
 3. Tower Element
 4. Entry Marker
 5. Architectural Skin on Parking Garage

- #** Site Features
 1. Gateway Landscape Entry / Features Plazas
 2. Gateway Landscape Feature
 3. Special Paved Parking Plaza
 4. 20' Wide Sidewalks
 5. Water Feature
 6. Major Landscape Feature / Sculpture
 7. Village Playground
 8. Village Green
 9. Clubhouse Swimming Pool
 10. Monument Signage
 11. Plaza with Water Feature & Public Art
 12. Covered Residential Porte Cochère

Note: The adjacent diagram shows the location of key urban features. These features are located at the termination of important axis, are used to frame entries and spaces, and help define the three dimensional character of the Miramar Town Center. The descriptions above note the type of feature to be designed at key points. Size and detail are to be developed at time of building design.

Legend

- Architectural Features
- Arcade Under Building
- Arcade Attached to Building
- Ground Floor Retail with Awnings
- Coordinated Facades
- Architectural Treatment on Parking Garage



Miramar Town Center

June 12, 2019

Urban Design Features

EXHIBIT "B"

AMENDMENT TO BYLAWS

**SECOND AMENDMENT TO BYLAWS OF
MIRAMAR TOWN CENTER MASTER ASSOCIATION, INC
(a Florida not-for-profit corporation)**

WHEREAS, the Bylaws of Miramar Town Center Master Association, Inc., a Florida corporation not for profit (the "Association") were recorded with the Declaration for Miramar Town Center in Official Records Book 44103, Page 1446 of the Public Records Broward County, Florida on May 29, 2007 and govern the Association (the "Bylaws");

WHEREAS, pursuant to Section 12.2 of the Bylaws, the Developer shall have the right to amend the Bylaws without the joinder or consent of any person except if such amendment materially and adversely affects the rights of a Parcel Owner; and

WHEREAS, although the proposed amendment does not materially and adversely affect the rights of the Parcel Owners, all Parcel Owners have joined on this modification; and

WHEREAS, the Developer and all Parcel Owners desire to amend the Bylaws as hereinafter set forth.

NOW, THEREFORE, the Bylaws are hereby amended as follows:

1. Section 4.1 is hereby amended as follows:

"Number. The affairs of the Association shall be managed by a Board consisting of five (5) persons. Board members need not be Members of the Association."

2. Section 4.2 is hereby amended as follows:

"Term of Office. The election of Directors shall take place after Developer no longer has the authority to appoint the Board and shall take place on the Community Completion Date. The Directors shall be composed of one representative from the City of Miramar, MTC Property Corp, Miramar Equity I, LLC, Related Development, LLC, or their respective successors and assigns. A Fifth Director shall be elected from the majority vote of the aforementioned Directors, their respective successor or assigns. The Directors shall be appointed as follows:

City of Miramar:	One (1) Director
MTC Property Corp.:	One (1) Director
Miramar Equity I LLC:	One (1) Director
Related Development, LLC:	One (1) Director

Directors shall be elected for a term for which elected, ending upon the election of new Directors at the following Annual Meeting-

3. With the exception of the foregoing amendment, the Bylaws are hereby affirmed and shall remain in effect as currently set forth in all other respects.