

EXHIBIT 1

PROPOSED

ORDINANCE NO.

1
2 AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD
3 COUNTY, FLORIDA, ADOPTING AN AMENDMENT TO THE BROWARD COUNTY
4 LAND USE PLAN OF THE BROWARD COUNTY COMPREHENSIVE PLAN WITHIN
5 THE CITY OF SUNRISE; AND PROVIDING FOR AN EFFECTIVE DATE.

6 (Sponsored by the Board of County Commissioners)
7

8 WHEREAS, Broward County adopted the Broward County Comprehensive Plan
9 on April 25, 2017 (the Plan);

10 WHEREAS, the Department of Economic Opportunity has found the Broward
11 County Comprehensive Plan in compliance with the Community Planning Act;

12 WHEREAS, Broward County now wishes to propose an amendment to the Land
13 Use Plan within the City of Sunrise;

14 WHEREAS, the Planning Council, as the local planning agency for the Broward
15 County Land Use Plan, held its hearings on September 22, 2022, and October 27, 2022,
16 with due public notice;

17 WHEREAS, the Board of County Commissioners held its transmittal public hearing
18 on December 6, 2022, having complied with the notice requirements specified in
19 Section 163.3184(11), Florida Statutes;

20 WHEREAS, the Board of County Commissioners held an adoption public hearing
21 on February 7, 2023, at 10:00 a.m. [also complying with the notice requirements specified
22 in Section 163.3184(11), Florida Statutes] at which public comment was accepted and

23 | comments of the Department of Economic Opportunity, South Florida Regional Planning
24 | Council, South Florida Water Management District, Department of Environmental
25 | Protection, Department of State, Department of Transportation, Fish and Wildlife
26 | Conservation Commission, Department of Agriculture and Consumer Services, and
27 | Department of Education, as applicable, were considered; and

28 | WHEREAS, the Board of County Commissioners, after due consideration of all
29 | matters, hereby finds that the following amendment to the Broward County
30 | Comprehensive Plan is consistent with the State Plan, Regional Plan, and the Broward
31 | County Comprehensive Plan; complies with the requirements of the Community Planning
32 | Act; and is in the best interests of the health, safety, and welfare of the residents of
33 | Broward County,

34 | BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF
35 | BROWARD COUNTY, FLORIDA

36 | Section 1. The Broward County Comprehensive Plan is hereby amended by
37 | Amendment PC 22-4, which is an amendment to the Broward County Land Use Plan
38 | located in the City of Sunrise, as set forth in Exhibit "A," attached hereto and incorporated
39 | herein.

40 | Section 2. Severability.

41 | If any portion of this Ordinance is determined by any court to be invalid, the invalid
42 | portion will be stricken, and such striking will not affect the validity of the remainder of this
43 | Ordinance. If any court determines that this Ordinance, in whole or in part, cannot be
44 | legally applied to any individual, group, entity, property, or circumstance, such

45 determination will not affect the applicability of this Ordinance to any other individual,
46 group, entity, property, or circumstance.

47 Section 3. Effective Date.

48 (a) The effective date of the plan amendment set forth in this Ordinance shall
49 be the latter of:

50 (1) Thirty-one (31) days after the Department of Economic Opportunity notifies
51 Broward County that the plan amendment package is complete;

52 (2) If the plan amendment is timely challenged, the date a final order is issued
53 by the Administration Commission or the Department of Economic
54 Opportunity finding the amendment to be in compliance;

55 (3) If the Department of Economic Opportunity or the Administration
56 Commission finds the amendment to be in noncompliance, pursuant to
57 Section 163.3184(8)(b), Florida Statutes, the date the Board of County
58 Commissioners nonetheless, elects to make the plan amendment effective
59 notwithstanding potential statutory sanctions;

60 (4) If a Declaration of Restrictive Covenants or agreement is applicable, as per
61 Exhibit "B," the date the Declaration of Restrictive Covenants or agreement
62 is recorded in the Public Records of Broward County; or

63 (5) If recertification of the municipal land use plan amendment is required, the
64 date the municipal amendment is recertified.

65 (b) This Ordinance is effective as of the date provided by law.

ENACTED

PROPOSED

FILED WITH THE DEPARTMENT OF STATE

EFFECTIVE

Approved as to form and legal sufficiency:
Andrew J. Meyers, County Attorney

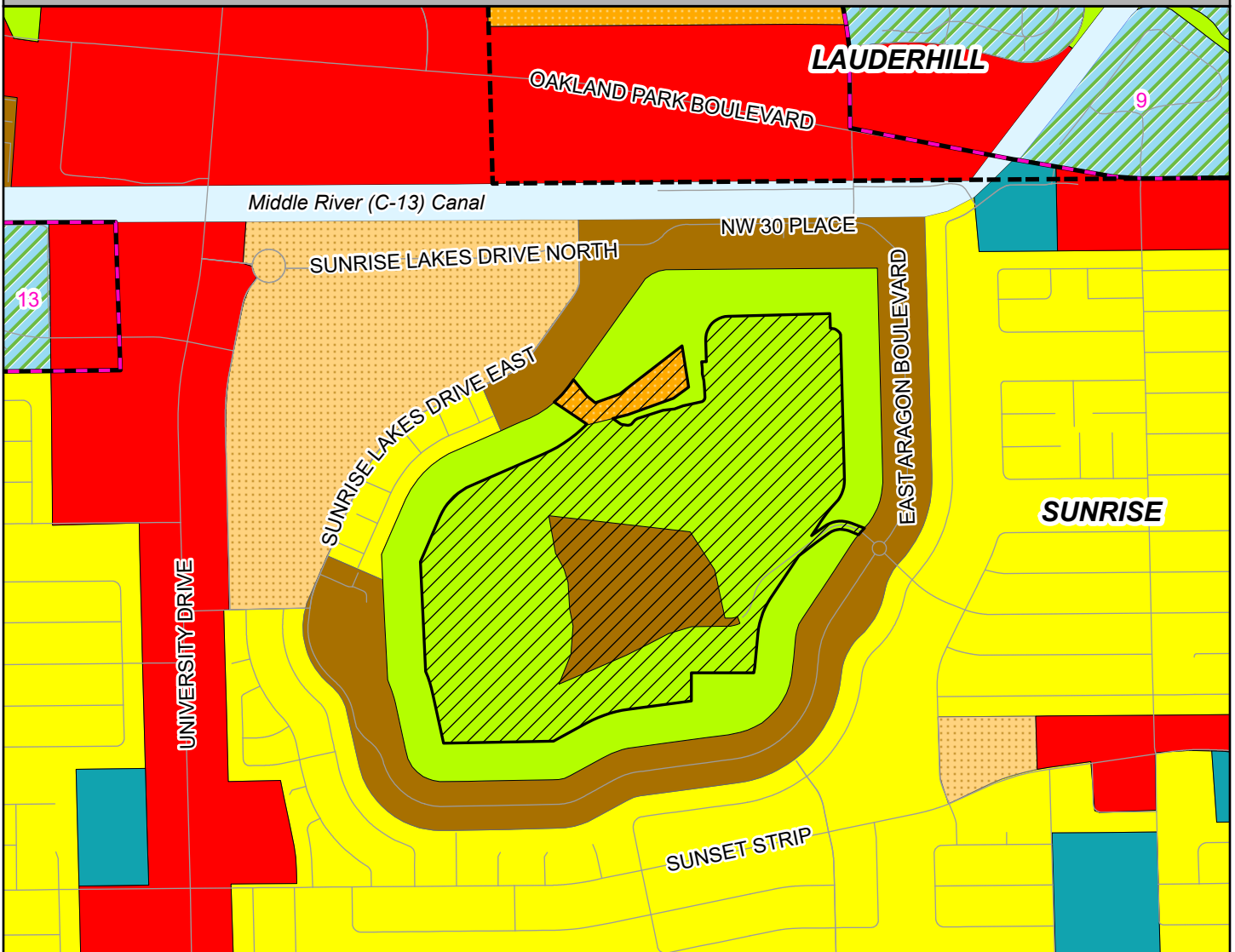
By: /s/ Maite Azcoitia 12/14/2022
Maite Azcoitia (date)
Deputy County Attorney

MA/gmb
12/14/2022
PC22-4 City of Sunrise Ordinance
#80041

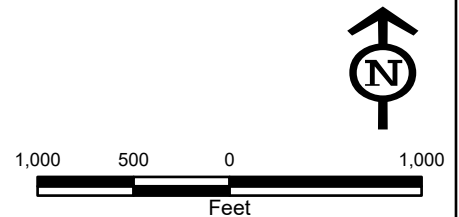
EXHIBIT A

BROWARDNEXT - BROWARD COUNTY LAND USE PLAN FUTURE LAND USE DESIGNATIONS AMENDMENT PC 22-4

Current Land Uses:	83.9 acres of Commercial Recreation, 3.3 acres of Low-Medium (10) Residential and 16.0 acres of Medium-High (25) Residential
Proposed Land Uses:	3.2 acres of Commercial Recreation and 100.0 acres of Irregular (9.0) Residential
Gross Acres:	Approximately 103.2 acres



- | | |
|-----------------------------|------------------------------|
| Site | Medium-High (25) Residential |
| Municipal Boundary | Irregular Residential |
| Dashed-Line Area | Commerce |
| Low (5) Residential | Commercial Recreation |
| Low-Medium (10) Residential | Community |
| Medium (16) Residential | Water / Primary Drainage |



SECTION I
AMENDMENT REPORT
BROWARD COUNTY LAND USE PLAN
PROPOSED AMENDMENT PC 22-4
(SUNRISE)

RECOMMENDATIONS/ACTIONS

DATE

I. Planning Council Staff Transmittal Recommendation

September 13, 2022

Planning Council staff recommends **denial** of the proposed amendment, as it is not consistent with BrowardNext - Broward County Land Use Plan (BCLUP) Policy 2.14.9 regarding significant or adverse impacts to regional roadway segments.

Further, it is suggested that if the Planning Council makes any recommendation of approval to the Broward County Board of County Commissioners for consideration of transmittal to the State of Florida review agencies, the Council should recognize the applicant's commitments regarding the following:

- To resolve BCLUP Policy 2.14.9 prior to a second Planning Council public hearing to the satisfaction of appropriate County staff;
- Restrict 18.6% of the additional, proposed BCLUP dwelling units as moderate-income affordable housing (up to 120% of median income) for a minimum of 30 years, subject to a legally enforceable mechanism;
- The proposed development will include the construction of a 7.0-acre public park to the benefit of the City of Sunrise; and
- Approximately 57 acres of the former golf course will retain the Commercial Recreation land use designation and will be restricted to open space uses to serve as a buffer from the proposed development for the surrounding multi-family neighborhoods.

Effectiveness of the approval of the land use plan amendment shall not occur until after the recordation in the public records of Broward County, Florida, to the satisfaction of Broward County, of the Declaration of Restrictive Covenants to legally enforce any voluntary commitments proffered by the applicant, as an inducement for Broward County to favorably consider its application.

In addition, the applicant's confirmation to comply with the environmental licensing and permitting requirements to redevelop the property with a residential use is recognized.

II. Planning Council Transmittal Recommendation

September 22, 2022

Deferred until the October 27, 2022, Planning Council meeting or until the transportation impacts are mitigated. (Vote of the board; Unanimous; 15-0: Breslau, Brunson, Castillo, Fernandez, Gomez, Hardin, Horland, Levy, Parness, Reiter, Rich, Rosenof, Ryan, Williams and DiGiorgio)

III. Planning Council Staff Updated Transmittal Recommendation

October 18, 2022

Planning Council staff finds that the proposed amendment is generally consistent with the policies of the BrowardNext – Broward County Land Use Plan and recommends **approval** subject to the applicant’s voluntary commitments to 1) construct several transportation improvements at the intersection of Oakland Park Boulevard and West Inverrary Boulevard, 2) restrict 18.6% of the additional, proposed BCLUP dwelling units as moderate-income affordable housing (up to 120% of median income) for a minimum of 30 years, 3) construct a 7.0-acre public park to the benefit of the City of Sunrise and 4) retain approximately 57 acres of the former golf course as Commercial Recreation land use designation restricted to open space uses to serve as a buffer from the proposed development for the surrounding multi-family neighborhoods.

Effectiveness of the approval of the land use plan amendment shall not occur until after the recordation in the public records of Broward County, Florida, to the satisfaction of Broward County, of the Declaration of Restrictive Covenants to legally enforce any voluntary commitments proffered by the applicant, as an inducement for Broward County to favorably consider its application.

In addition, the applicant’s confirmation to comply with the environmental licensing and permitting requirements to redevelop the property with a residential use is recognized.

As the Planning Council is aware, the Broward County Charter requires at least one Planning Council public hearing and Article 1.2(A) of the *Administrative Rules Document: BrowardNext* outlines the following circumstances in which a second Planning Council public hearing may be recommended or required:

- (1) At its initial public hearing, the Planning Council takes an action to recommend denial of a proposed amendment; or
- (2) At its initial public hearing, the Planning Council takes an action to recommend approval subject to meeting specific criteria or policy prior to a second Planning Council public hearing; or
- (3) At its initial public hearing, the Planning Council votes by a majority of the members present with a minimum of six (6) affirmative votes for a second Planning Council public hearing; or
- (4) If the County Commission requests by a vote of the majority of members present to request a second Planning Council public hearing; or
- (5) If an objection or comment on adverse impacts to important state resources or facilities is issued during the State of Florida Chapter 163 review process; or
- (6) If State of Florida Chapter 163 requires or is modified to require a second local planning agency public hearing.

If the Planning Council chooses to require a second Planning Council public hearing per Article 1.2(A)(1)(2) or (3), such recommendation must be made as part of its motion.

RECOMMENDATIONS/ACTIONS (continued)

DATE

III. Planning Council Staff Updated Transmittal Recommendation (continued) October 18, 2022

In addition, if the Planning Council does not require a second Planning Council public hearing and the Broward County Land Use Plan amendment is adopted by the County Commission, this action by the Planning Council shall be considered the “conditional” recertification of the municipal land use plan amendment, which directly correlates to the referenced BCLUP amendment. The recertification will not be deemed effective until such time as the Planning Council Executive Director and Attorney determine that the municipality has fulfilled all application requirements for recertification of local land use plans, as outlined in the *Administrative Rules Document: BrowardNext*. The Planning Council Executive Director will issue a written letter of effectiveness to the municipality upon satisfaction of the same.

IV. Planning Council Updated Transmittal Recommendation October 27, 2022

Approval per Planning Council staff updated transmittal recommendation, including not requiring a second Planning Council public hearing. (Vote of the board; Unanimous; 12-0: Brunson, Castillo, Fernandez, Hardin, Horland, Levy, Parness, Reiter, Rich, Rosenof, Williams and DiGiorgio)

V. County Commission Transmittal Recommendation December 6, 2022

Approval per Planning Council updated transmittal recommendation.

VI. Summary of State of Florida Review Agency Comments December 21, 2022

The State of Florida Review Agencies issued no comments or objections regarding the proposed amendment.

SECTION II
AMENDMENT REPORT
PROPOSED AMENDMENT PC 22-4

INTRODUCTION AND APPLICANT'S RATIONALE

- I. Municipality: Sunrise
- II. County Commission District: District 9
- III. Site Characteristics
- A. Size: Approximately 103.2 acres
- B. Location: In Section 27 and 28, Township 49 South, Range 41 East; generally located east of University Drive, between Northwest 30 Place and Sunset Strip.
- C. Existing Use: Former golf course
- IV. Broward County Land Use Plan (BCLUP) Designations
- A. Current Designations: 83.9 acres of Commercial Recreation
3.3 acres of Low-Medium (10) Residential
16.0 acres of Medium-High (25) Residential
- B. Proposed Designations: 100.0 acres of Irregular (9) Residential
3.2 acres of Commercial Recreation
- C. Estimated Net Effect: Addition of 467 dwelling units
433 dwelling units currently permitted by the Broward County Land Use Plan
900 total dwelling units
Reduction of 80.7 acres of Commercial Recreation
- V. Existing Uses and BCLUP Designations Adjacent to the Amendment Site
- A. Existing Uses: *North:* Former golf course and multi-family residential
East: Former golf course and multi-family residential
South: Former golf course and multi-family residential
West: Former golf course and multi-family residential

INTRODUCTION AND APPLICANT'S RATIONALE (continued)

V. Existing Uses and BCLUP Designations Adjacent to the Amendment Site (continued)

- B. *Planned Uses:*
- | | |
|---------------|--|
| <i>North:</i> | Commercial Recreation and Medium-High (25) Residential |
| <i>East:</i> | Commercial Recreation and Medium-High (25) Residential |
| <i>South:</i> | Commercial Recreation and Medium-High (25) Residential |
| <i>West:</i> | Commercial Recreation and Medium-High (25) Residential |

VI. Applicant/Petitioner

- A. *Applicant:* Jimmy Wright, P.E., Vice President, Land, CC Homes
- B. *Agents:* Dennis D. Mele, Esq., Greenspoon Marder, LLP
Joseph D. Handley, P.L.A., Craven Thompson & Associates, Inc.
- C. *Property Owner:* Windsor Investments, LLC

VII. Recommendation of Local Governing Body:

The City of Sunrise recommends approval of the proposed amendment.

EXHIBIT B

The attached draft "Declaration of Restrictive Covenants" has been submitted and is required to be executed and recorded by the applicant prior to the effective date.

Return to: (enclose self-addressed stamped envelope)

Name: Elizabeth Adler, Esq.

Address:

Greenspoon Marder LLP
200 E. Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301

This Instrument Prepared by:

Elizabeth Adler, Esq.
Greenspoon Marder LLP
200 E. Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301



SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") made this _____ day of _____, 2022, by **WINDSOR INVESTMENTS (SUNRISE GOLF & COUNTRY CLUB), LLC**, a Florida limited liability company and **WINDSOR INVESTMENTS (FAIRWAY ISLES), LLC**, a Florida limited liability company (collectively, "Declarant"), which shall be for the benefit of **BROWARD COUNTY, FLORIDA**, a political subdivision of the State of Florida ("County"), and the **CITY OF SUNRISE**, a municipal corporation organized pursuant to the State of Florida ("City").

WITNESSETH:

WHEREAS, Declarant is the fee simple owner of land located in the City, more particularly described in **Exhibit "A"** ("Property"); and

WHEREAS, Declarant made applications to the City and the County Planning Council requesting that the land use plan designation on the Property be changed on both the City and County Land Use Plans from Low-Medium (10) Residential, Medium-High (25) Residential, and Commercial Recreation to Irregular (9) Residential and Commercial Recreation in conjunction with redevelopment of the Property ("Project"); and

WHEREAS, the Property is being redeveloped as a mix of for-sale single family dwellings, for-sale townhomes, and rental apartments, subject to the affordable housing restrictions set forth in this Declaration. Declarant reserves the right to convert the rental apartments, or a portion thereof, to a condominium or other fee simple ownership structure in the future, subject to the affordable housing restrictions as set forth in this Declaration (a "Conversion");

WHEREAS, the land use designation change increases the maximum permitted development on the Property from 321 dwelling units to 900 dwelling units, an increase of 579 units ("Additional Units"); and

WHEREAS, in connection with the Project, Declarant has voluntarily agreed to place certain restrictions on the development of the Property as set forth below in favor of the County and the City; and

WHEREAS, Declarant agrees to make certain provisions for affordable housing for the period of time provided herein.

NOW, THEREFORE, in consideration of the foregoing premises and the promises and covenants herein contained, Declarant hereby declares that in the event Declarant develops the Property with the residential development, the Property shall be subject to the covenants, restrictions, and regulations hereinafter set forth, all of which shall run with the land and which shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

1. Recitations. The recitals set forth above are true and correct and are incorporated into this Declaration by this reference.

2. Covenants. Declarant hereby declares the following: Fifteen (15) percent of the Additional Units on the Property (as set forth on the final site plan approved by the City) shall be affordable moderate-income units as defined in the County Comprehensive Plan, and as further restricted by this Declaration (“Affordable Housing Units”). Fifteen (15) percent of the Additional Units is eighty-seven (87) dwelling units.

3. Affordable Housing Units Offered For Sale. In the event of a sale of an Affordable Housing Unit or a Conversion, Declarant hereby declares all Affordable Housing Units offered for sale shall be purchased in accordance with the following:

(a) All Affordable Housing Units constructed on the Property shall be used solely as each owner's principal residence and shall be used solely for residential purposes. No Affordable Housing Unit may be used for any non-residential purpose, other than home-based businesses when permitted by applicable law; and

(b) All Affordable Housing Units shall be purchased solely by persons who meet the following criteria at the time of purchase of an Affordable Housing Unit. "Purchased" shall be defined to mean by sale, inheritance, court order, or other legal method of transfer or acquisition.

1) One or more natural persons or a family, the total annual adjusted gross household income of which does not exceed 120 percent of the median annual adjusted gross income for Broward County, adjusted for family size, shall occupy said Affordable Housing Unit. Said limits to be published annually by Broward County or other appropriate governmental entity designated by Broward County. For the purposes of this provision, the term "adjusted gross income" shall mean all wages, assets, regular cash or noncash contributions or gifts from persons outside the household and such other resources and benefits as may be determined to be income by the United States Department of Housing and Urban Development, adjusted for family size, less deductions allowable under section 62 of the Internal Revenue Code. For the purposes of this provision, the term "adjusted for family size" means adjusted in a manner which results in an income eligibility level which is lower for households with fewer than four people, or higher for households with more than

four people, based upon a formula as established by the United States Department of Housing and Urban Development; and

2) The purchaser of the Affordable Housing Unit shall have monthly mortgage payments (including taxes and insurance) that do not exceed thirty (30) percent of their monthly adjusted gross income; and

3) Excluding government subsidies, the down payment, if any, for the purchase of the Property must not exceed twenty (20) percent of the purchase price; and

4) During the term of this Declaration, as defined herein, every deed of sale or equivalent document transferring title to the Affordable Housing Unit shall include a restriction stating as follows:

This property is to be sold and occupied as an “Affordable Housing Unit,” in accordance with the Declaration of Restrictive Covenants recorded in the Official Records of Broward County at Instrument No. _____.

5) Prior to any transfer of title or closing on a purchase of an Affordable Housing Unit, each purchaser shall cause to be provided to the City and the County written certification that the criteria in (b) 1), 2), and 3) above have been satisfied.

(c) At the time of sale of any Affordable Housing Unit, Declarant shall record a Notice of Designation of Affordable Housing Unit (an “Affordable Housing Notice”) corresponding to the sale, the form of which Affordable Housing Notice is set forth on “**Exhibit B**” attached hereto and incorporated herein.

4. Affordable Housing Units Offered For Rent. Declarant hereby declares all Affordable Housing Units offered for rent shall be rented in accordance with the following:

(a) All Affordable Housing Units constructed on the Property shall be used solely as each renter's principal residence and shall be used solely for residential purposes. No Affordable Housing Unit may be used for any non-residential purpose, other than home-based businesses when permitted by applicable law; and

(b) All Affordable Housing Units shall be rented solely by persons who meet the following criteria at the time of lease:

1) One or more natural persons or a family, the total annual adjusted gross household income of which does not exceed 120 percent of the median annual adjusted gross income for Broward County, adjusted for family size, shall occupy said Affordable Housing Unit. Said limits to be published annually by Broward County or other appropriate governmental entity designated by Broward County. For

the purposes of this provision, the term "adjusted gross income" shall mean all wages, assets, regular cash or noncash contributions or gifts from persons outside the household and such other resources and benefits as may be determined to be income by the United States Department of Housing and Urban Development, adjusted for family size, less deductions allowable under section 62 of the Internal Revenue Code. For the purposes of this provision, the term "adjusted for family size" means adjusted in a manner which results in an income eligibility level which is lower for households with fewer than four people, or higher for households with more than four people, based upon a formula as established by the United States Department of Housing and Urban Development; and

2) The renter of an Affordable Housing Unit shall have monthly rental payments (including taxes and insurance) that do not exceed thirty (30) percent of their monthly adjusted gross income.

(c) On an annual basis, beginning no later than 12 months after the Effective Date of this Declaration, the owner of a Affordable Housing Unit offered for rent shall (through owner or owner's property manager or other owner representative) cause to be provided to both the City and the County written certification that the criteria in 4(b) has been satisfied.

5. Amendments. Except as otherwise provided herein, 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(s) of the portion of the Property affected by such modification, amendment, or release and approved in writing by the County and City. The appropriate governmental authority of the County and City shall execute a written instrument effectuating and acknowledging such modification, amendment or release. Any amendment, modification or release of this Declaration shall be recorded in the Public Records of Broward County, Florida, at the then owner's sole expense. No amendment to this Declaration shall be necessary in the event of a Conversion (as may occur from time to time).

6. Recordation and Effective Date.

(a) This Declaration shall not become effective ("Effective Date") until the later of (i) Final Approval and (ii) recordation amongst the Public Records of Broward County, Florida. As used herein, "Final Approval" shall mean final approval and adoption of the City plan amendment application and the County plan amendment application, and the expiration of any appeal periods applicable thereto without an appeal having been taken or, if taken, when finally dismissed with no further appeal permitted.

(b) Once recorded, this Declaration shall run with the Property for the sole benefit of the City and the County and does not operate as a restriction in favor of any Property owner, and shall bind all successors and assigns to the title of the Property.

(c) From and after such time as any Affordable Housing Unit is conveyed by

Declarant to a third party purchaser, following a Conversion, Declarant shall have no further obligations under this Declaration with respect to that particular Affordable Housing Unit and such third party purchaser shall be obligated to comply with all of the provisions of this Declaration with respect to said Affordable Housing Unit.

7. Severability. If any court of competent jurisdiction shall declare any section, paragraph or part of this Declaration 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. The agreed upon venue shall be Broward County, Florida.

8. Captions, Headings and Titles. Articles and 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.

9. Context. Whenever the context requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns or pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

10. Term. Release and Termination.

- a. The restrictions, covenants, rights and privileges granted, made and conveyed herein ("Affordable Housing Restrictions") shall be valid for a period of thirty (30) years from the Effective Date ("Term"); thereafter the Affordable Housing Restrictions shall be of no further force and effect and shall automatically terminate without the consent of the City or the County, or the necessity to record any document in the Public Records of Broward County, Florida.
- b. Upon request by Declarant, the County and City shall execute an estoppel letter verifying: (i) the remaining term of the Term; (ii) that the Term has expired; and/or (iii) that Declarant is in compliance with the Declaration.

11. Remedies for Violation. In the event the Declarant, its successors or assigns, violate any of the covenants and restrictions contained herein, Declarant hereby acknowledges and agrees that the City and/or County may withhold further permits and approvals with respect to the Property, provided the City and/or County first provides Declarant with written notice and thirty (30) day opportunity to cure the violation. The City and/or County's option to withhold further permits and approvals with respect to the Property shall not be exercised if within the thirty (30) day notice period: (i) the violation is cured by Declarant; or (ii) the violation cannot reasonably be cured within that time period but the Declarant begins to cure such violation within such time period and thereafter diligently pursues such cure to completion, with such diligence period not to exceed one hundred and twenty (120) days from the date of the notice of violation. The City and County are the beneficiaries of these covenants and restrictions, and as such, the City and County may enforce these covenants and restrictions by action at law or in equity, including, without limitation, a decree of specific performance or mandatory or prohibitory injunction, against any person or persons, entity or entities, violating or attempting to violate the terms of these covenants and restrictions.

12. Waiver. Any failure of the City or the County to enforce these restrictive covenants shall not be deemed a waiver of the right to do so thereafter. This document shall be construed in accordance with the laws of Florida and venue shall be Broward County, Florida.

IN WITNESS WHEREOF, Declarant has executed this Declaration on the day first above written.

[SIGNATURES ON FOLLOWING PAGE]

