

# EXHIBIT 1

## ORDINANCE NO.

1 AN ORDINANCE OF BROWARD COUNTY, FLORIDA, ADOPTING A SMALL SCALE  
2 AMENDMENT TO THE BROWARD COUNTY COMPREHENSIVE PLAN; AMENDING  
3 THE BROWARD COUNTY LAND USE PLAN WITHIN THE CITY OF DEERFIELD  
4 BEACH; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

5 (SPONSORED BY THE BOARD OF COUNTY COMMISSIONERS)  
6

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

9 WHEREAS, the Department of Commerce has found the Plan in compliance with  
10 the Community Planning Act;

11 WHEREAS, Broward County now wishes to propose an amendment to the  
12 Broward County Land Use Plan within the City of Deerfield Beach;

13 WHEREAS, the Planning Council, as the local planning agency for the Broward  
14 County Land Use Plan, held its hearing on June 27, 2024, with due public notice;

15 WHEREAS, the Board of County Commissioners held an adoption public hearing  
16 on September 5, 2024, at 10:00 a.m., having complied with the notice requirements  
17 specified in Section 163.3184(11), Florida Statutes, at which public comment was  
18 accepted and considered;

19 WHEREAS, the Board of County Commissioners, after due consideration of all  
20 matters, hereby finds that the following amendment to the Plan is consistent with the State  
21 Plan, Regional Plan, and the Plan; complies with the requirements of the Community

22 Planning Act; and is in the best interests of the health, safety, and welfare of the residents  
23 of Broward County; and

24 WHEREAS, the proposed amendment constitutes a Broward County permitted  
25 small scale amendment to the Plan pursuant to Section 163.3187(1), Florida Statutes,

26 BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF  
27 BROWARD COUNTY, FLORIDA:

28 Section 1. The Broward County Land Use Plan is hereby amended by  
29 Amendment PC 24-2 in the City of Deerfield Beach, set forth in Exhibit A, attached hereto  
30 and incorporated herein.

31 Section 2. Severability.

32 If any portion of this Ordinance is determined by any court to be invalid, the invalid  
33 portion will be stricken, and such striking will not affect the validity of the remainder of this  
34 Ordinance. If any court determines that this Ordinance, in whole or in part, cannot be  
35 legally applied to any individual, group, entity, property, or circumstance, such  
36 determination will not affect the applicability of this Ordinance to any other individual,  
37 group, entity, property, or circumstance.

38 Section 3. Effective Date.

39 (a) The effective date of the plan amendment set forth in this Ordinance shall  
40 be the later of:

41 (1) Thirty-one (31) days after the adoption of this Ordinance;

42 (2) The date a final order is issued by the Department of Commerce or the  
43 Administration Commission finding the amendment to be in compliance;

- 44 (3) If the Department of Commerce or the Administration Commission finds the  
45 amendment to be in noncompliance, pursuant to Section 163.3184(8)(b),  
46 Florida Statutes, the date the Board of County Commissioners nonetheless  
47 elects to make the plan amendment effective notwithstanding potential  
48 statutory sanctions;
- 49 (4) If a Declaration of Restrictive Covenants is applicable, as per Exhibit B, the  
50 date the Declaration of Restrictive Covenants is recorded in the Official  
51 Records of Broward County; or
- 52 (5) If recertification of the municipal land use plan amendment is required, the  
53 date the municipal amendment is recertified.
- 54 (b) This Ordinance is effective as of the date provided by law.

ENACTED

FILED WITH THE DEPARTMENT OF STATE

EFFECTIVE

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

By: /s/ Maite Azcoitia 07/09/2024  
Maite Azcoitia (date)  
Deputy County Attorney

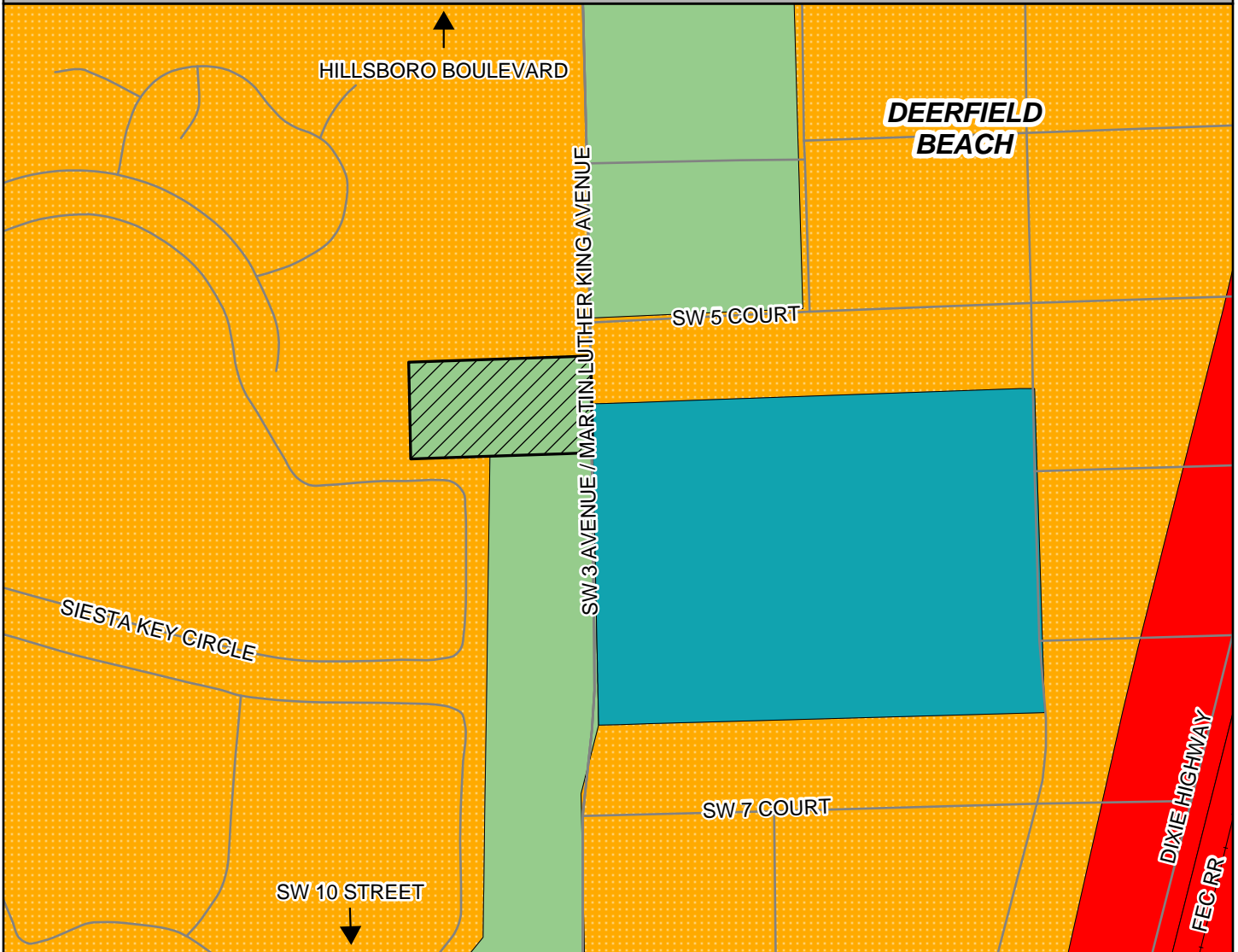
# EXHIBIT A

## BROWARDNEXT - BROWARD COUNTY LAND USE PLAN FUTURE LAND USE DESIGNATIONS AMENDMENT PC 24-2

**Current Land Use:** Recreation and Open Space

**Proposed Land Use:** Medium (16) Residential


**Gross Acres:** Approximately 1.4 acres



 Site

 Low-Medium (10) Residential

 Commerce

 Recreation and Open Space

 Community



**SECTION I**  
**AMENDMENT REPORT**  
**BROWARD COUNTY LAND USE PLAN**  
**PROPOSED AMENDMENT PC 24-2**  
**(DEERFIELD BEACH)**

**RECOMMENDATIONS/ACTIONS**

**DATE**

*I. Planning Council Staff Recommendation*

*June 18, 2024*

Planning Council staff finds the proposed amendment to be generally consistent with the policies of the BrowardNext – Broward County Land Use Plan and recommends approval subject to the voluntary commitment to restrict 100% of the proposed dwelling units as affordable housing units at the “moderate-income” level or below (up to 120% of median income) for a minimum of 30 years.

Effectiveness of the approval of the land use plan amendment shall not occur until the municipal recertification of the local amendment is complete, subject to the recordation in the public records of Broward County, Florida, to the satisfaction of Broward County, of a legally enforceable agreement, such as a Declaration of Restrictive Covenants, to memorialize the voluntary commitment proffered by the applicant, as an inducement for Broward County to favorably consider its application.

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**

**I. Planning Council Staff Recommendation (continued)**

**June 18, 2024**

In addition, if the Planning Council does not require a second Planning Council public hearing and the Broward County Land Use Plan (BCLUP) 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.

**II. Planning Council Public Hearing Recommendation**

**June 27, 2024**

Approval per Planning Council staff recommendation, including not requiring a second Planning Council public hearing. (Vote of the board; Unanimous; 16-0: Abramson, Brunson, Castillo, Fisher, Gomez, Greenberg, Harrison, Horland, Levy, Newbold, Railey, Rosenof, Ryan, Werthman, Zeman and DiGiorgio)

**SECTION II**  
**AMENDMENT REPORT**  
**PROPOSED AMENDMENT PC 24-2**

**INTRODUCTION AND APPLICANT’S RATIONALE**

- I. Municipality: Deerfield Beach
- II. County Commission District: District 2
- III. Site Characteristics
- A. Size: Approximately 1.4 acres
- B. Location: In Section 1, Township 48 South, Range 42 East; generally located on the west side of Southwest 3 Avenue/Martin Luther King Avenue, between Southwest 5 Court and Southwest 7 Court.
- C. Existing Use: Vacant
- IV. Broward County Land Use Plan (BCLUP) Designations
- A. Current Designation: Recreation and Open Space
- B. Proposed Designation: Medium (16) Residential
- C. Estimated Net Effect: Addition of 22 dwelling units  
[Zero (0) dwelling units currently permitted by the Broward County Land Use Plan]  
Reduction of 1.4 acres of recreation and open space use [Not utilized as a park or connected to the Preserve to the south of the site]
- V. Existing Uses and BCLUP Designations Adjacent to the Amendment Site
- A. Existing Uses: *North:* Vacant  
*East:* Multi-family residential and educational facility  
*South:* Preserve  
*West:* Residential common area
- B. Planned Uses: *North:* Low-Medium (10) Residential  
*East:* Low-Medium (10) Residential and Community  
*South:* Recreation and Open Space and Low-Medium (10) Residential  
*West:* Low-Medium (10) Residential

**INTRODUCTION AND APPLICANT'S RATIONALE (continued)**

VI. Applicant/Petitioner

A. *Applicant:* City of Deerfield Beach

B. *Agent:* City of Deerfield Beach

C. *Property Owner:* City of Deerfield Beach

VII. Recommendation of Local  
Governing Body:

The City of Deerfield Beach 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:** Leigh R. Kerr, AICP, President  
**Address:**

808 E. Las Olas Blvd #104  
Fort Lauderdale, FL 33301

**This Instrument Prepared by:**

Leigh R. Kerr, President  
Leigh Robinson Kerr & Assoc., Inc.  
808 E. Las Olas Blvd #104  
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 \_\_\_\_\_ of \_\_\_\_\_, 2023, by **CITY OF DEERFIELD BEACH**, a Public Entity, ("Declarant"), which shall be for the benefit of **BROWARD COUNTY, FLORIDA**, a political subdivision of the State of Florida ("County"), and the **CITY OF DEERFIELD BEACH**, a municipal corporation organized pursuant to the State of Florida ("City").

**WITNESSETH:**

WHEREAS, Declarant made applications to Broward County and the County Planning Council requesting that the land use plan designation on the Property be changed to add up to twenty-two (22) dwelling units on the City of Deerfield Beach Land Use Plan and up to twenty-four (24) dwelling units on the Broward County Land Use Plan in conjunction with redevelopment of the Property ("Project"); 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

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 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: One hundred percent (100%) of the residential units to be constructed on the Property shall be affordable income units as defined in the County Comprehensive Plan, and as further restricted by this Declaration ("Affordable Housing Units").

3. Affordable Housing Units Offered For Sale. In the event of 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 offices when permitted by applicable zoning regulations; 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 O.R. Book \_\_\_\_\_, Page\_\_\_\_\_.

- 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 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 offices when permitted by applicable zoning regulations; 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 the City 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/County 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. 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 instrument in the Public Records of Broward County, Florida.

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 County may withhold further permits and approvals with respect to the Property, provided the County first provides Declarant with written notice and thirty (30) day opportunity to cure the violation. The 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 County is the beneficiary of these covenants and restrictions, and as such, the 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 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.

CITY OF DEERFIELD BEACH  
a public entity.

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

STATE OF \_\_\_\_\_ )



**EXHIBIT A**  
**Map of Subject Property**



**EXHIBIT B**

**Return to: (enclose self-addressed stamped envelope)**

**Name:**

**Address:**

**This Instrument Prepared by:**

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**SPACE ABOVE THIS LINE FOR PROCESSING DATA**

Notice of Designation of Affordable Housing Unit

By recordation of this Notice, \_\_\_\_\_ hereby designates for the Restriction Period, as hereinafter defined, the following unit as an "Affordable Housing Unit," as defined by that certain Declaration of Restrictive Covenants recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_ of the public records of Broward County, Florida, which requires that Affordable Housing Units be sold only to persons who meet the following criteria at the time of sale: (a) one or more natural persons or a family, the total annual adjusted gross household income of which does not exceed 120 percent of Broward County’s median income as reported by the United States Department of Housing and Urban Development and adjusted to family size; and (b) 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.

Unit Address

and/or Unit Number: \_\_\_\_\_

The restriction of the foregoing designation shall be thirty (30) years from the recordation of this Notice against the applicable Affordable Housing Unit or until the expiration of the Term of the underlying Declaration, whichever time period expires first (“Restriction Period”).

Witnesses:

\_\_\_\_\_  
By \_\_\_\_\_

\_\_\_\_\_  
Name typed:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name typed:

\_\_\_\_\_  
Address:  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Printed Name:\_\_\_\_\_

By:\_\_\_\_\_

\_\_\_\_\_  
Printed Name:\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Typed, printed or stamped name of Notary Public

My Commission Expires: