

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

3 BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF
4 BROWARD COUNTY, FLORIDA:

5 Section 1. The Broward County Land Use Plan is hereby amended by
6 Amendment PC 21-4 in the City of Dania Beach, set forth in Exhibit "A," attached hereto
7 and incorporated herein.

8 Section 2. Severability.

9 If any portion of this Ordinance is determined by any court to be invalid, the invalid
10 portion will be stricken, and such striking will not affect the validity of the remainder of this
11 Ordinance. If any court determines that this Ordinance, in whole or in part, cannot be
12 legally applied to any individual, group, entity, property, or circumstance, such
13 determination will not affect the applicability of this Ordinance to any other individual,
14 group, entity, property, or circumstance.

15 Section 3. Effective Date.

16 1. The effective date of the plan amendment set forth in this Ordinance shall
17 be the latter of:

- 18 (a) Thirty-one (31) days after the adoption of this Ordinance;
- 19 (b) The date a final order is issued by the Department of Economic Opportunity
20 or the Administration Commission finding the amendment to be in
21 compliance;
- 22 (c) If the Department of Economic Opportunity or the Administration
23 Commission finds the amendment to be in noncompliance, pursuant to
24 Section 163.3184(8)(b), Florida Statutes, the date the Board of County

Commissioners nonetheless, elects to make the plan amendment effective notwithstanding potential statutory sanctions;

(d) If a Declaration of Restrictive Covenants is applicable, as per Exhibit B, the date the Declaration of Restrictive Covenants is recorded in the Public Records of Broward County; or

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

2. 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 02/16/2021
Maite Azcoitia (date)
Deputy County Attorney

MA/gmb
PC21-4 City of Dania Beach.SmallScaleOrd.
02/16/21
#80041

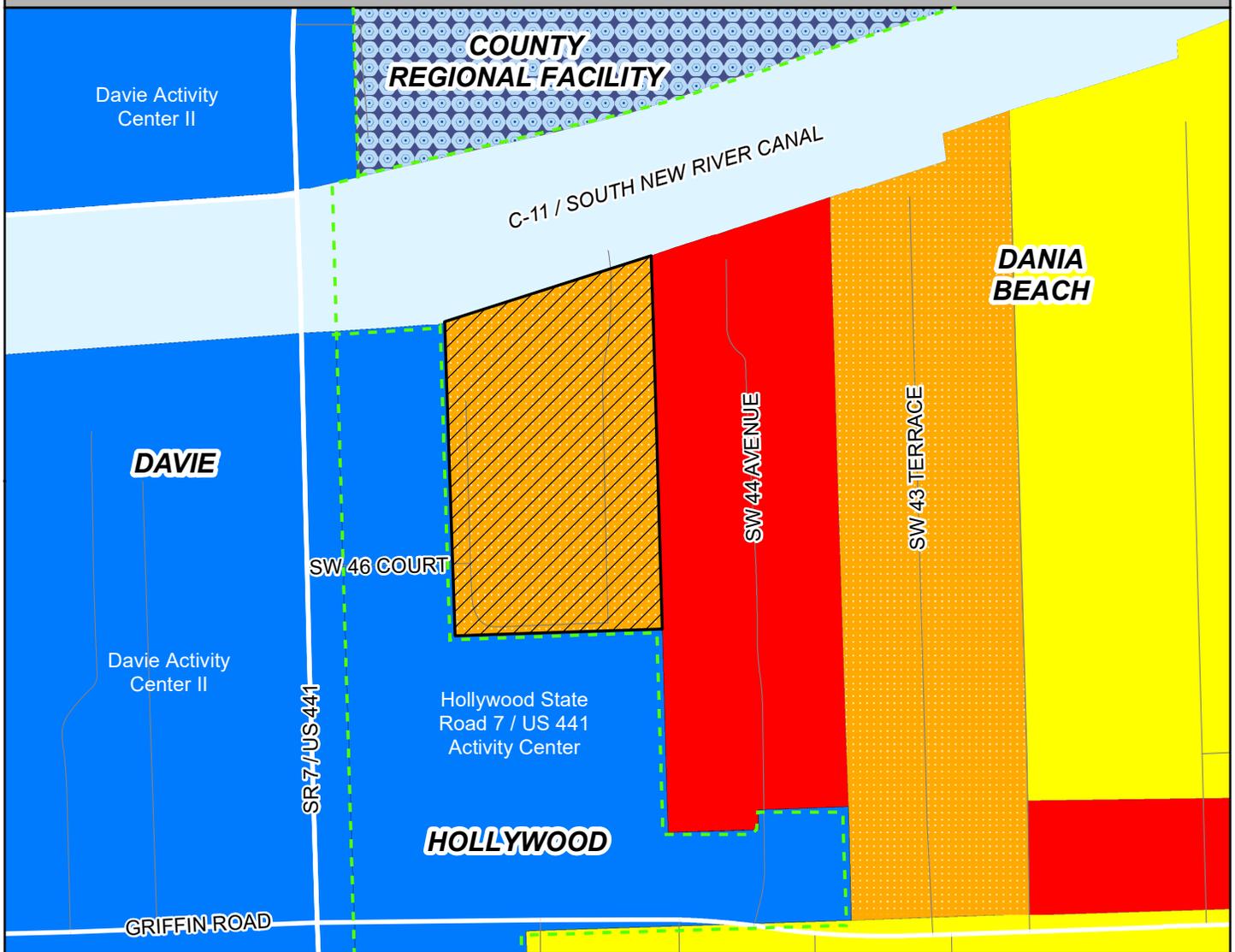
EXHIBIT A

BROWARDNEXT - BROWARD COUNTY LAND USE PLAN FUTURE LAND USE DESIGNATIONS AMENDMENT PC 21-4

Current Land Use: Low-Medium (10) Residential

Proposed Land Use: High (50) Residential

Gross Acres: Approximately 5.5 acres



- | | |
|---|--|
|  Site |  Activity Center |
|  Municipal Boundary |  Commerce |
|  Low (5) Residential |  Electrical Generation Facilities |
|  Low-Medium (10) Residential |  Water / Primary Drainage |



SECTION I
AMENDMENT REPORT
BROWARD COUNTY LAND USE PLAN
PROPOSED AMENDMENT PC 21-4
(DANIA BEACH)

RECOMMENDATIONS/ACTIONS

DATE

I. Planning Council Staff Recommendation

January 19, 2021

Planning Council staff finds the proposed amendment is generally consistent with the policies of the BrowardNext - Broward County Land Use Plan (BCLUP), recognizing the applicant's voluntary commitment to restrict 15 percent of the proposed dwelling units as moderate-income affordable housing units for a minimum of 30 years. Therefore, it is recommended that the proposed amendment be approved.

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 and acknowledgement that any County jurisdictional mangroves cannot be impacted without additional licensing and mitigation, as well as the information that has been submitted regarding the improvement of the site related to stormwater and drainage, 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

(Planning Council staff recommendation continued on next page)

RECOMMENDATIONS/ACTIONS (continued)

DATE

I. Planning Council Staff Recommendation (continued)

January 19, 2021

- (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.

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.

II. Planning Council Public Hearing Recommendation

January 28, 2021

Approval per Planning Council staff recommendation, including not requiring a second Planning Council public hearing. (Vote of the board; Unanimous; 15-0: Blackwelder, Breslau, Brunson, Castillo, Fernandez, Gomez, Graham, Grosso, Hardin, Maxey, Railey, Rich, Rosenof, Williams and DiGiorgio)

SECTION II
AMENDMENT REPORT
PROPOSED AMENDMENT PC 21-4

INTRODUCTION AND APPLICANT’S RATIONALE

- I. Municipality: Dania Beach
- II. County Commission District: District 7
- III. Site Characteristics
 - A. Size: Approximately 5.5 acres
 - B. Location: In Section 25, Township 50 South, Range 41 East; generally located east of State Road 7/U.S. 441, between the C-11/South New River Canal and Griffin Road.
 - C. Existing Use: Single-family residential (mobile homes)
- IV. Broward County Land Use Plan (BCLUP) Designations
 - A. Current Designation: Low-Medium (10) Residential
 - B. Proposed Designation: High (50) Residential
 - C. Estimated Net Effect: Addition of 220 dwelling units
[55 dwelling units currently permitted by the Broward County Land Use Plan – 275 total dwelling units]
- V. Existing Uses and BCLUP Designations Adjacent to the Amendment Site
 - A. Existing Uses:
 - North:* Marina
 - East:* Mixed-use, vacant, light manufacturing and warehouse
 - South:* Vacant and retail (Hollywood)
 - West:* Parking lot and mixed-use (Hollywood)
 - B. Planned Uses:
 - North:* Water/Primary Drainage (C-11/South New River Canal)
 - East:* Commerce
 - South:* Activity Center (Hollywood)
 - West:* Activity Center (Hollywood)

INTRODUCTION AND APPLICANT'S RATIONALE (continued)

VI. Applicant/Petitioner

- A. *Applicant:* CCI Properties 1, LLC
- B. *Agent:* Debbie Orshefsky, Esq., Holland & Knight
- C. *Property Owner:* CCI Properties 1, LLC

VII. Recommendation of
Local Governing Body:

The City of Dania 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: _____

Address:

This Instrument Prepared by:

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 _____ of _____, 2020, by _____, a _____, having an address of _____ ("Declarant"), shall be for the benefit of BROWARD COUNTY, a political subdivision of the State of Florida, with a post office address at 115 South Andrews Avenue, Fort Lauderdale, FL 33301 ("County"), its successors and assigns, and the City of Dania Beach, with a post office address at 100 W. Dania Beach Boulevard, Dania Beach, FL 33004 ("City")

WITNESSETH:

WHEREAS, Declarant is the fee simple owner of approximately ____ gross acres of land, generally located _____, Broward County, Florida, and more particularly described in **Exhibit "A"** attached hereto (the "Property"); and

WHEREAS, Declarant, has submitted an application to the City (Application No. _____) and to the County (Broward County Planning Council Application No. _____) for a land use plan amendment, to change the existing land use designation for the Property from _____ to _____ (_____), in conjunction with the redevelopment of the Property ("Project"); and

WHEREAS, the City and the County have approved the Land Use Plan Amendment which will allow residential uses on the Property; and

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

NOW, THEREFORE, in consideration of the promises and covenants herein contained, Declarant hereby declares that the Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, and regulations hereinafter set forth, all of which shall run with such Property and any part thereof and which shall be binding upon all parties having any right, title or interest in such Property or any part thereof, their heirs, successors and assigns.

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

2. Property Development. Declarant hereby declares the following:

(a) Fifteen (15) percent of the residential units to be constructed on the Property (as set forth on the final site plan approved by the City) shall be affordable as defined in the Broward County Comprehensive Plan and as further restricted by this Declaration ("Affordable Housing Units"). If fifteen (15) percent of the actual residential units to be constructed on the Property does not yield a whole number of Affordable Housing Units, the partial number of Affordable Housing Units yielded shall be rounded up to the next whole number; and

(b) Upon issuance of each final certificate of occupancy for any structure containing residential units, Declarant shall record a Notice of Designation of Affordable Housing Unit (an "Affordable Housing Notice") corresponding to such Affordable Housing Units located within the building covered by such certificate of occupancy, the form of which Affordable Housing Notice is set forth on **Exhibit "B"** attached hereto and incorporated herein; provided, however, with respect to Affordable Housing Units offered for rent, Declarant shall retain the right to modify which units within any structure shall be an Affordable Housing Unit so long as at all times following issuance of a final certificate of occupancy for any structure containing residential units there is a minimum of fifteen (15) percent of Affordable Housing Units designated and a revised Affordable Housing Notice is recorded identifying all then designated Affordable Housing Units.

3. Affordable Housing Units Offered For Sale. 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. 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 request written certification that the criteria in (b) 1), 2), and 3) above have been satisfied from the City of Dania Beach or from an agent designated by the City for the purpose of providing such certifications. Purchaser shall not be required to comply with this provision if the City does not approve or deny the request within thirty (30) days of purchaser's request.

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. 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 an Affordable Housing Unit offered for rent shall request written certification that the criteria in 4(b) has been satisfied from the City of Dania Beach or from an agent designated by the City for the purpose of providing such certifications. Said owner of an Affordable Housing Unit offered for rent shall not be required to comply with this provision if the City does not approve or deny the request within thirty (30) days of said owner's request.

5. Recordation and Effective Date.

(a) This Declaration shall not become effective (the "Effective Date") until the latter of (i) Final Approval and (ii) recordation amongst the Public Records of Broward County, Florida; however, as to each Affordable Housing Unit, the Effective Date of this Declaration shall be the date of recording of the Affordable Housing Notice corresponding to such Affordable Housing Unit.

(b) Once recorded, this Declaration shall run with the Property for the sole benefit of County and City 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. As used herein, "Final Approval" shall mean final approval and adoption of the County 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.

(c) From and after such time as any Affordable Housing Unit is conveyed by Declarant to a third party purchaser, 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.

6. 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"), and thereafter, the Affordable Housing Restrictions shall be of no further force and effect and shall automatically terminate without the consent of the County and City or the necessity to record any instrument in the Public Records of Broward County, Florida; provided, however, that the restrictions upon individual Affordable Housing Units shall terminate on the date set forth in the Affordable Housing Notice for each Unit.

7. Amendments. This Declaration shall not be modified or amended as to any portion of the Property except by written instrument, executed by the then owner or owners of the portion of the Property affected by such modification, amendment, or release and approved in writing by the County and City. Any modification or amendment of this Declaration shall be recorded in the Public Records of Broward County, Florida.

8. 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 and/or City (upon a written request from the County and/or City, as applicable) may withhold further permits and approvals with respect to the Property. The County and the City are the beneficiaries of these covenants and restrictions, and as such, the County and the City 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.

9. Waiver. Any failure of the County or City 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.

