

## EXHIBIT 2

### PROPOSED

#### 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 HOLLYWOOD;  
4 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 Hollywood;

13 WHEREAS, the Planning Council, as the local planning agency for the Broward  
14 County Land Use Plan, held its hearing on January 29, 2026, with due public notice;

15 WHEREAS, the Board of County Commissioners held an adoption public hearing  
16 on March 3, 2026, at 10:00 a.m., having complied with the notice requirements specified  
17 in Section 163.3184(11), Florida Statutes, at which public comment was accepted and  
18 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

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

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

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

Section 1. The Broward County Land Use Plan is hereby amended by Amendment PC 24-8 in the City of Hollywood, set forth in Exhibit A, attached hereto and incorporated herein.

Section 2. Severability.

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

Section 3. Effective Date.

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

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

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

- (3) If the Department of Commerce or the Administration Commission finds the amendment to be in noncompliance, pursuant to 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;
- (4) If a Declaration of Restrictive Covenants is applicable, as per Exhibit B, the date the Declaration of Restrictive Covenants is recorded in the Official Records of Broward County; or
- (5) If recertification of the municipal land use plan amendment is required, the date the municipal amendment is recertified.
- (b) This Ordinance is effective as of the date provided by law.

ENACTED

**PROPOSED**

FILED WITH THE DEPARTMENT OF STATE

EFFECTIVE

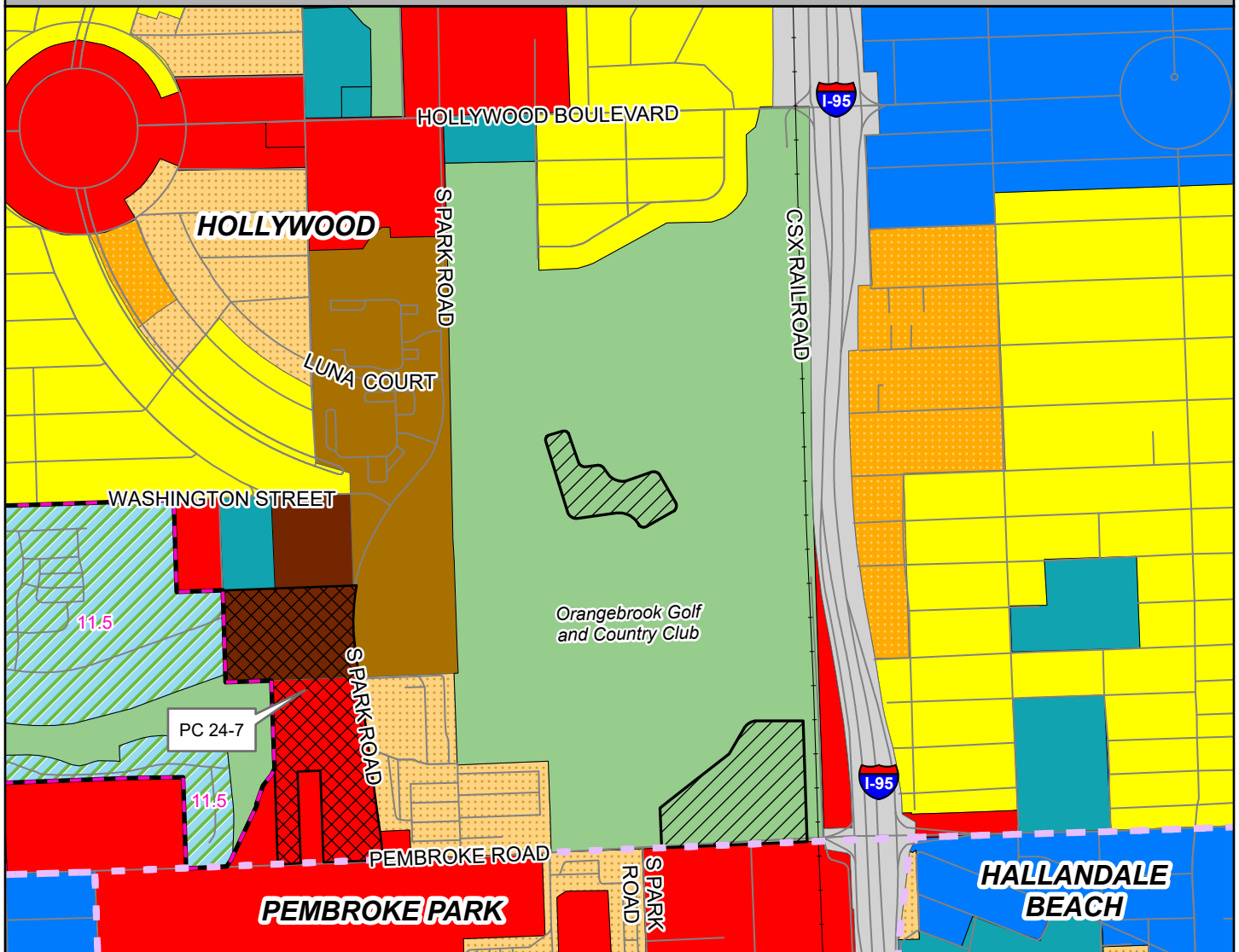
Approved as to form and legal sufficiency:  
Andrew J. Meyers, County Attorney

By: /s/ Maite Azcoitia 01/14/2026  
Maite Azcoitia (date)  
Deputy County Attorney

# EXHIBIT A

## BROWARDNEXT - BROWARD COUNTY LAND USE PLAN FUTURE LAND USE DESIGNATIONS AMENDMENT PC 24-8

Current Land Use:	Recreation and Open Space
Proposed Land Uses:	7.1 acres of Commercial Recreation and 16.6 acres of Irregular (45.2) Residential
Gross Acres:	Approximately 23.7 acres



- |                             |                              |                           |
|-----------------------------|------------------------------|---------------------------|
| Site                        | Medium (16) Residential      | Commerce                  |
| Municipal Boundary          | Medium-High (25) Residential | Recreation and Open Space |
| Dashed-Line Area            | High (50) Residential        | Community                 |
| Low (5) Residential         | Irregular Residential        | Transportation            |
| Low-Medium (10) Residential | Activity Center              |                           |



**SECTION I**  
**AMENDMENT REPORT**  
**BROWARD COUNTY LAND USE PLAN**  
**PROPOSED AMENDMENT PC 24-8**  
**(HOLLYWOOD)**

**RECOMMENDATIONS/ACTIONS**

**DATE**

*I. Planning Council Staff Recommendation*

*January 20, 2026*

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** recognizing the applicant's voluntary commitments to 1) mitigate the anticipated impacts to the regional transportation network resulting from the proposed amendment and 2) designate 100 dwelling units as affordable housing units at the "moderate-income" level (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 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.

Further, Planning Council staff recognizes the following: 1) the applicant's confirmation to comply with the environmental licensing and permitting requirements and to implement resilience strategies regarding sea level rise, flood protection mitigation and climate change in redevelopment of the property and 2) that the remaining 236-acre golf course will retain the Recreation and Open Space designation, under municipal ownership and will continue to operate as a golf course.

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

**RECOMMENDATIONS/ACTIONS (continued)**

**DATE**

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

**January 20, 2026**

- (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.**

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 Broward County Land Use Plan 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 29, 2026**

Approval per Planning Council staff recommendation, including not requiring a second Planning Council public hearing. (Vote of the board; Unanimous; 11-0: Abramson, Brunson, Fernandez, Fisher, Hardin, Levy, Newbold, Rosenof, Ryan, Zeman and DiGiorgio)

**PROPOSED AMENDMENT PC 24-8**

## **INTRODUCTION AND APPLICANT'S RATIONALE**

- |      |  |   |
|------|--|---|
| I.   | <u>Municipality:</u>   | Hollywood   |
| II.  | <u>County Commission District:</u>   | District 6  |
| III. | <u>Site Characteristics</u>  |   |
| A.   | Size:  | Approximately 23.7 acres  |
| B.   | Location:  | In Sections 17 and 20, Township 51 South, Range 42 East; generally located between Hollywood Boulevard and Pembroke Road and between South Park Road and the CSX Railroad.  |
| C.   | Existing Use:  | Golf course (active)  |
| IV.  | <u>Broward County Land Use Plan (BCLUP) Designations</u>                   |   |
| A.   | Current Designation:   | Recreation and Open Space   |
| B.   | Proposed Designations:   | 16.6 acres of Irregular (45.2) Residential<br>7.1 acres of Commercial Recreation  |
| C.   | Estimated Net Effect:  | Addition of 750 dwelling units<br>[Zero (0) dwelling units currently permitted by the Broward County Land Use Plan]<br>Addition of 7.1 acres of commercial recreation use<br>Reduction of 23.7 acres of recreation and open space use   |
| V.   | <u>Existing Uses and BCLUP Designations Adjacent to the Amendment Site</u> |   |
| A.   | Existing Uses (See Map 1):   | North: Golf course, police station and single-family residential<br>East: Golf course, warehouses and Interstate 95<br>South: Golf course, self-storage facility, warehouses and former mobile home park<br>West: Golf course, former mobile home park, multi-family residential and office |

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

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

- B. *Planned Uses (See Map 2):*
- |               |   |
|---------------|---|
| <i>North:</i> | Recreation and Open Space, Community and Low (5) Residential                                  |
| <i>East:</i>  | Recreation and Open Space, Commerce and Transportation  |
| <i>South:</i> | Recreation and Open Space, Commerce and Medium (16) Residential                               |
| <i>West:</i>  | Recreation and Open Space, Medium (16) Residential, Medium-High (25) Residential and Commerce |

**VI. Applicant/Petitioner**

- |                           |   |
|---------------------------|---|
| A. <i>Applicant:</i>      | Keith Poliakoff, Esq., Government Law Group       |
| B. <i>Agent:</i>          | Jeff Katims, AICP, Complete Cities Planning Group |
| C. <i>Property Owner:</i> | City of Hollywood                                 |

**VII. Recommendation of Local Governing Body:**

The City of Hollywood recommends approval of the proposed amendment.



## **EXHIBIT B**

The attached draft “Declarations of Restrictive Covenants” have been submitted and are required to be executed and recorded by the applicant prior to the effective date.

This instrument prepared by:

Keith M. Poliakoff, Esquire  
Government Law Group, PLLC  
200 South Andrews Avenue  
Suite 600  
Fort Lauderdale, FL 33301



### **DECLARATION OF RESTRICTIVE COVENANTS**

THIS DECLARATION OF RESTRICTIVE COVENANTS ("COVENANT") made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by CITY OF HOLLYWOOD, a public entity, ("HOLLYWOOD"), with an address of 2600 Hollywood Boulevard, Hollywood, Florida 33020, which shall be for the benefit of BROWARD COUNTY, a political subdivision of the State of Florida, with an address of 115 S. Andrews Avenue, Fort Lauderdale, Florida 33301 ("COUNTY").

#### **WITNESSETH:**

WHEREAS, HOLLYWOOD is the fee simple owner of approximately 22.22 +/- net acres of land, more particularly described in Exhibits "A" and "B" (the "PROPERTY"); and

WHEREAS, HOLLYWOOD made an application to the COUNTY to amend the COUNTY's Land Use Plan for the PROPERTY (the "APPLICATION") to change the PROPERTY'S designation from Recreation and Open Space to Commercial Recreation for Exhibit "A" (the "COMMERCIAL RECREATION SITE") and Irregular (45.2) Residential for Exhibit "B" (the "RESIDENTIAL SITE"); and

WHEREAS, in an effort to ameliorate the traffic impacts of the proposed amendment, HOLLYWOOD has voluntarily agreed to place certain restrictions and requirement for the development of the PROPERTY, as set forth below;

NOW, THEREFORE, in consideration of the foregoing premises and the promises and covenants herein contained, HOLLYWOOD 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 COVENANT by this reference.

2. Traffic Mitigation. Prior to the issuance of a certificate of occupancy for a principal building on the Property, HOLLYWOOD shall:

- (i) Redevelop the existing bus stop located on the north side of Pembroke Road approximately 600 feet to the west of the CSX railroad crossing to create a standard-length bus bay, a 40-foot landing pad (with wheelchair landing pad), with an accessible bus shelter;
- (ii) Create a direct pedestrian connection between the RESIDENTIAL SITE and the Pembroke Road bus stop that will include a sidewalk connection between the sidewalk along Pembroke Road and an internal pedestrian network within the RESIDENTIAL SITE. This connection will also include a gated entry point that can be accessed by the future residents of the RESIDENTIAL SITE;
- (iii) Integrate HOLLYWOOD's shuttle services into the development plans of the RESIDENTIAL SITE so that HOLLYWOOD shuttle can serve the future residents and guests of this community;
- (iv) Install a fifteen (15) foot wide multi-use path to be located throughout the entire perimeter of the Orangebrook Golf Course property to provide an opportunity to serve pedestrians and bicyclists in the area;
- (v) Provide at both the COMMERCIAL RECREATION SITE and the RESIDENTIAL SITE information to advise residents, guests, and employees on alternative modes of transportation;
- (vi) Work with Broward County Highway Construction and Engineering Division to determine the possible implementation of a future adaptive traffic signal control system signalization, and traffic signal retiming/optimization; and facilitate these improvements to lessen traffic congestion along Pembroke Road.
- (vii) Work with Broward County Highway Construction and Engineering Division to determine the possible construction of new turn lanes, extension of existing turn lanes at Pembroke Road and S Park Road, along with pedestrian infrastructure enhancements, and geometric modifications and facilitate these improvements to improve traffic flow / enhance safety.

3. Amendments. Except for releases for completed obligations as provided in Section 9 below, this COVENANT 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 of the portion of the PROPERTY affected by such modification, amendment or release and approved by the COUNTY Commission. The COUNTY shall execute a written instrument effectuating and acknowledging such modification, amendment or release.

Any amendment, modification or release of this COVENANT shall be recorded in the Official Records of Broward County, Florida.

4. Recordation and Effective Date. This COVENANT shall not become effective and shall not be recorded in the Official Records of Broward County, Florida, until after all necessary approvals by the COUNTY of the requested APPLICATION and the expiration of all appeal periods or, if any appeal is filed, the conclusion of such appeal in a matter that does not affect the COUNTY's approval of the APPLICATION. Once recorded, this COVENANT shall run with the Property for the sole benefit of the COUNTY and shall bind all successors-in-interest with respect to the PROPERTY. This COVENANT shall not give rise to any other cause of action by any parties other than the COUNTY, and no parties other than the COUNTY shall be entitled to enforce this COVENANT. Any failure of the COUNTY to enforce this COVENANT shall not be deemed a waiver of the right to do so thereafter.
5. Severability. If any court of competent jurisdiction shall declare any section, paragraph or part of this COVENANT 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.
6. Captions, Headings and Titles. Articles and paragraph captions, headings and titles inserted throughout this COVENANT 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 COVENANT.
7. 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.
8. Governing Law. This COVENANT shall be governed by and construed in accordance with the laws of the State of Florida and venue for any litigation arising hereunder shall lie in the Seventeenth Judicial Circuit in and for Broward County, Florida.
9. Release. HOLLYWOOD may seek a full or partial release confirming the completion of any of the improvements outlined in Paragraph 2 above. Such partial release shall be recorded in the Official Records of Broward County, Florida. The County Administrator, or his/her designee, is authorized to execute such release(s) without further action of the COUNTY Commission.
10. Notice. Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by certified mail, return receipt requested, postage prepaid to the address of the property owner as reflected on the tax assessor's records for the affected property.

IN WITNESS WHEREOF, HOLLYWOOD has executed this COVENANT on the day first above written.

CITY OF HOLLYWOOD,  
a public entity

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

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

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

STATE OF FLORIDA

COUNTY OF BROWARD

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 the City of Hollywood, Inc., a public entity, who is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

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

My Commission Expires:

Return to: (enclose self-addressed stamped envelope)

**Name:** Keith Poliakoff, Esq.  
**Address:** 200 S. Andrews Ave., Ste 601  
Fort Lauderdale, FL 33301  
**This Instrument Prepared by:**  
Keith Poliakoff, Esq.  
200 S. Andrews Ave., Ste 601  
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 \_\_\_\_\_, 2026, by **CITY OF HOLLYWOOD**, a Public Entity, ("Declarant"), which shall be for the benefit of **BROWARD COUNTY, FLORIDA**, a political subdivision of the State of Florida ("County").

### **WITNESSETH:**

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

WHEREAS, Declarant has initiated an application at the City and has made application to the Broward County Planning Council requesting that the land use plan designation of the Property be changed on both the City and County land use plan maps from an open space designation to Irregular (45.2) Residential 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 (100) of the residential units to be constructed on the Property shall be affordable moderate-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 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 an 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 Official 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 Official 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 in the Official Records of Broward County. 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 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.

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 County, or the necessity to record any instrument in the Official 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 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 the Seventeenth Judicial District in and for Broward County, Florida.

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

[Signatures are on the Following Page]

CITY OF HOLLYWOOD  
a public entity.

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

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

\_\_\_\_\_  
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 CITY OF HOLLYWOOD, a public entity, 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:

## **EXHIBIT A**

### **Legal Description of Subject Property**

A TRACT OF LAND LYING WITHIN THE NORTH HALF OF SECTION 20, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA. SAID TRACT BEING A PORTION OF THE PLAT OF CENTRAL GOLF SECTION OF HOLLYWOOD AS SHOWN IN PLAT BOOK 9, PAGE 44, OF THE OFFICIAL RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER (E 1/4) OF SECTION 17, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 17, SOUTH 88°22'44" WEST A DISTANCE OF 161.49 FEET TO A POINT; THENCE SOUTH 01°37'16" EAST, A DISTANCE OF 86.06 FEET, TO THE POINT OF INTERSECTION OF THE WESTERLY RIGHT OF WAY OF C.S.X. RAILROAD, AS SHOWN ON F.D.O.T. RIGHT OF WAY MAP SECTION NUMBER 86070-2453, AND THE SOUTHERLY RIGHT OF WAY LINE OF HOLLYWOOD BOULEVARD; THENCE ALONG THE WESTERLY RIGHT OF WAY OF SAID C.S.X. RAILROAD RIGHT OF WAY LINE FOR THE FOLLOWING THREE COURSES: SOUTH 01°28'21" EAST, A DISTANCE OF 1,946.02 FEET TO A POINT; THENCE SOUTH 00°27'03" EAST, A DISTANCE OF 686.27 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 17; THENCE SOUTH 01°54'18" EAST, A DISTANCE OF 1,782.95 TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE WESTERLY RIGHT OF WAY OF SAID C.S.X. RAILROAD, SOUTH 01°54'18" EAST, A DISTANCE OF 805.90 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE FOR PEMBROKE ROAD, AS SHOWN ON F.D.O.T. RIGHT OF WAY MAP SECTION NUMBER 86508-2601; THENCE ALONG SAID PEMBROKE ROAD NORTHERLY RIGHT OF WAY FOR THE FOLLOWING FOUR COURSES: SOUTH 84°06'33" WEST, A DISTANCE OF 250.45 FEET TO A POINT; THENCE SOUTH 87°32'34" WEST, A DISTANCE OF 300.00 FEET TO A POINT; THENCE SOUTH 83°43'44" WEST, A DISTANCE OF 225.50 FEET TO A POINT; THENCE SOUTH 87°32'34" WEST, A DISTANCE OF 292.68 FEET TO A POINT; THENCE DEPARTING SAID PEMBROKE ROAD NORTHERLY RIGHT OF WAY, NORTH 02°27'26" WEST A DISTANCE OF 241.95 FEET TO A POINT; THENCE NORTH 51°54'54" EAST A DISTANCE OF 643.11 FEET TO A POINT; THENCE NORTH 30°09'26" EAST A DISTANCE OF 215.38 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 113.50 FEET, THROUGH A CENTRAL ANGLE OF 59°49'45", FOR AN ARC LENGTH OF 118.52 FEET, BEING SUBTENDED BY A CHORD BEARING NORTH 60°04'18" EAST FOR 113.21 FEET, TO A POINT; THENCE NORTH 89°59'11" EAST A DISTANCE OF 336.50 FEET TO THE POINT OF BEGINNING; SAID TRACT CONTAINING 658,669 SQUARE FEET, OR 15.121 ACRES, MORE OR LESS.

**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 Book \_\_\_\_\_, Page \_\_\_\_\_ of the Official Records of Broward County, Florida, which requires that Affordable Housing Units be rented or sold only to persons who meet the following criteria at the time of rental or 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: \_\_\_\_\_

Address: \_\_\_\_\_

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

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

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

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

Typed, printed or stamped name of Notary Public

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