

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 WESTON; AND
4 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 Weston;

13 WHEREAS, the Planning Council, as the local planning agency for the Broward
14 County Land Use Plan, held its hearing on June 25, 2026, with due public notice;

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

19 WHEREAS, the Commission, after due consideration of all matters, hereby finds
20 that the following amendment to the Plan is consistent with the State Plan, Regional Plan,
21 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 26-5 in the City of Weston, 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 Commission 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

FILED WITH THE DEPARTMENT OF STATE

EFFECTIVE

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

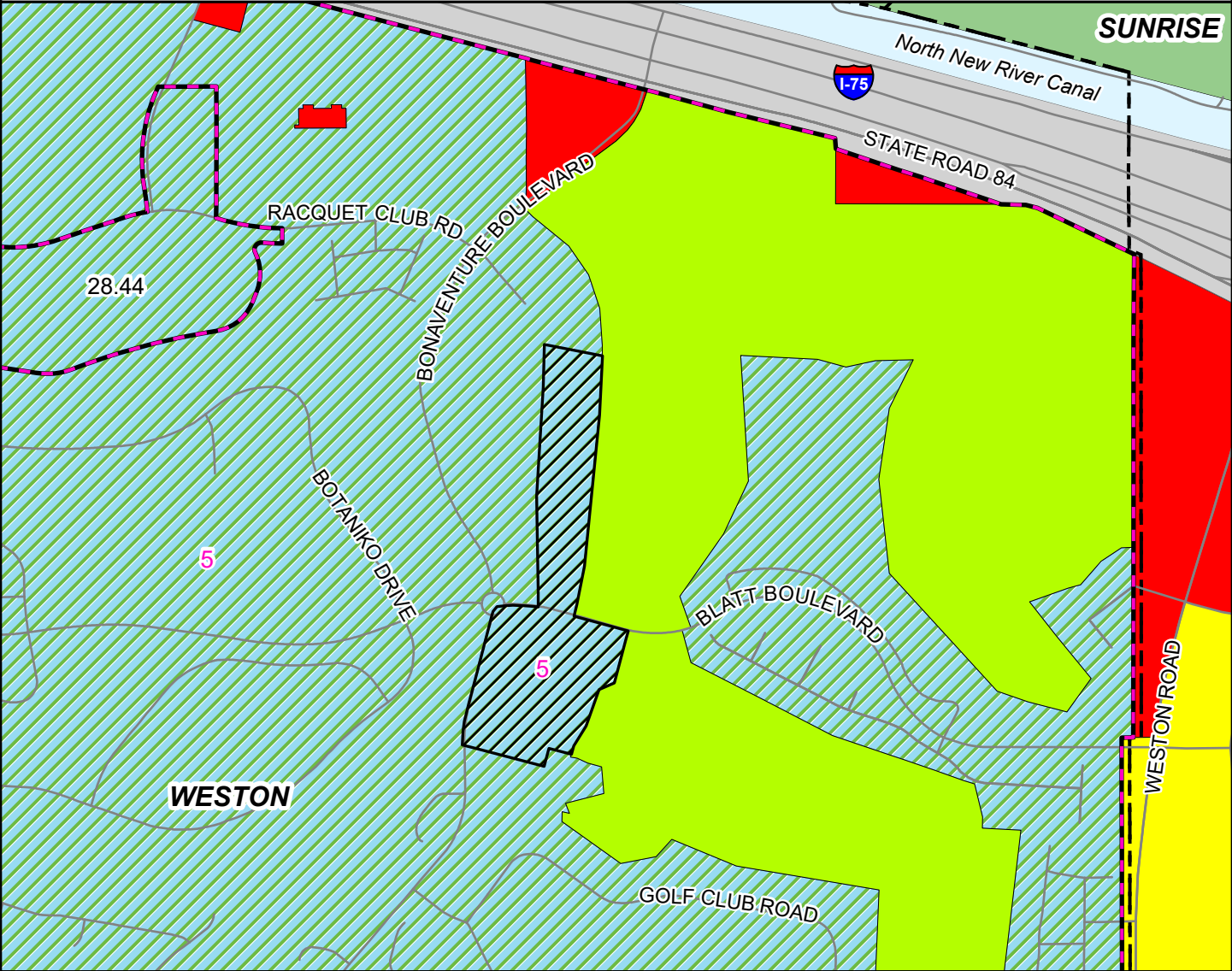
By: /s/ Maite Azcoitia 06/30/2026
Maite Azcoitia (date)
Deputy County Attorney

MA/gmb
PC26-5 City of Weston Ordinance - small scale
06/30/2026
#80041

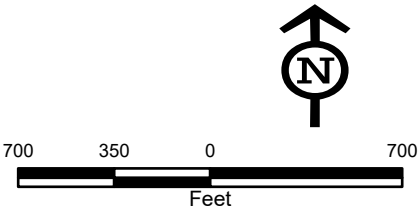
EXHIBIT A

BROWARDNEXT - BROWARD COUNTY LAND USE PLAN
FUTURE LAND USE DESIGNATIONS
AMENDMENT PC 26-5

Current Land Use:	Irregular (5) Residential in a Dashed-Line Area
Proposed Land Use:	Irregular (28.44) Residential
Gross Acres:	Approximately 13.4 acres



- | | |
|---|---|
|  Site |  Commerce |
|  Municipal Boundary |  Recreation and Open Space |
|  Dashed-Line Area |  Commercial Recreation |
|  Low (5) Residential |  Transportation |
|  Irregular Residential |  Water / Primary Drainage |



SECTION I
AMENDMENT REPORT
BROWARD COUNTY LAND USE PLAN
PROPOSED AMENDMENT PC 26-5
(WESTON)

RECOMMENDATIONS/ACTIONS

DATE

I. Planning Council Staff Recommendation

June 16, 2026

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 applicant’s voluntary commitment to pay the affordable housing in-lieu fee of \$10,927 per additional dwelling unit (i.e. \$3,431,078 based on a maximum of 314 additional dwelling units) towards the City and/or County affordable housing programs, noting the contribution amount increases by 3% annually.

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.

Further, the applicant’s confirmation to comply with the environmental licensing and permitting requirements to redevelop the property 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.

RECOMMENDATIONS/ACTIONS

DATE

I. Planning Council Staff Recommendation (continued)

June 16, 2026

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.

Planning Council Staff Transmittal Recommendation (continued)

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

June 25, 2026

Approval per Planning Council staff recommendation, including not requiring a second Planning Council public hearing. (Vote of the board; Unanimous; 14-0: Abramson, Brunson, Fernandez, Geller, Gomez, Greenberg, Hardin, Horland, Levy, Newbold, Railey, Rosenof, Ryan and Castillo)

PROPOSED AMENDMENT PC 26-5

INTRODUCTION AND APPLICANT'S RATIONALE

- | | | |
|------|--|--|
| I. | <u>Municipality:</u> | Weston |
| II. | <u>County Commission District:</u> | District 1 |
| III. | <u>Site Characteristics</u> | |
| A. | Size: | Approximately 13.4 acres |
| B. | Location: | In Section 5, Township 50 South, Range 40 East; generally located on both sides of Blatt Boulevard, east of Bonaventure Boulevard. |
| C. | Existing Uses: | Former golf driving range (north of Blatt Road) and clubhouse (south of Blatt Road) |
| IV. | <u>Broward County Land Use Plan (BCLUP) Designations</u> | |
| A. | Current Designation: | Irregular (5) Residential within a Dashed-Line Area* |
| B. | Proposed Designation: | Irregular (28.44) Residential |
| C. | Estimated Net Effect: | Addition of 314 dwelling units
[67 dwelling units currently permitted by the Broward County Land Use Plan] |
| V. | <u>Existing Uses and BCLUP Designations Adjacent to the Amendment Site</u> | |
| A. | Existing Uses: | North: Multi-family residential and golf course
East: Golf course
South: Hotel
West: Single-family and multi-family residential |

*A “Dashed-Line Area” is defined as an area having a particular maximum overall allowable density of dwelling units for all land and land uses within the area for which the permitted overall density appears inside the dashed-line area shown on the land use plan map. That number is multiplied by the total number of acres inside the dashed line, including non-residential areas, to calculate the total number of dwelling units permitted within the same.

INTRODUCTION AND APPLICANT'S RATIONALE (continued)

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

<i>B. Planned Uses:</i>	<i>North:</i> Irregular (5) Residential and Commercial Recreation within a Dashed-Line Area
	<i>East:</i> Commercial Recreation within a Dashed-Line Area
	<i>South:</i> Irregular (5) Residential within a Dashed-Line Area
	<i>West:</i> Irregular (5) Residential within a Dashed-Line Area

VI. Applicant/Petitioner

<i>A. Applicant:</i>	H&M Development
<i>B. Agent:</i>	Tara-Lynn Patton, AICP, Planning and Entitlements, LLC
<i>C. Property Owner:</i>	CG Golf Venture, LLC

VII. Recommendation of Local Governing Body:

The City of Weston 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 _____ day of _____, 2026, by _____, a Florida limited liability corporation ("Owner"), which shall be for the benefit of **BROWARD COUNTY**, a political subdivision of the State of Florida ("County"), and the **CITY OF WESTON**, a municipal corporation organized pursuant to the State of Florida ("City").

WITNESSETH:

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

WHEREAS, the City and County considered an application requesting that the land use plan designation on the Property be changed from Irregular (5) Residential within a Dashed Line Area to Irregular (28.44) Residential within a Dashed Line Area to allow a residential development ("Application"); and

WHEREAS, in connection with the Application, Owner 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.

NOW, THEREFORE, in consideration of the foregoing premises and the promises and covenants herein contained, Owner hereby voluntarily 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. The Application will allow a maximum of 314 dwelling units to be constructed on the Property. Prior to the issuance of a building permit for a dwelling unit on the Property, the Owner shall pay to the County Ten Thousand Nine Hundred Twenty-Seven and 00/100 Dollars (\$10,927.00) per dwelling unit (the "Affordable Housing Contribution"), which Affordable Housing Contribution amount shall increase 3% each January 1, to be used by the County towards the construction or acquisition of new affordable housing units.

3. Applicability. The Affordable Housing Contribution shall be paid on a per dwelling unit basis, as and when permitted and predicated on the sequencing and phasing utilized and determined by the Owner. Owner's determination to seek permitting of less than 314 dwelling units shall not constitute as an amendment to this Declaration.

4. Voluntary Contribution. This Voluntary Contribution has been offered by the Declarant as an inducement for the County and the City to approve a land use plan amendment for the Property identified as PC 26-5.

5. Release. Upon presentation to the County of evidence of payment of the Affordable Housing Contribution (whether on a per unit basis or some other aggregated basis), at the request and expense of Owner, the County and City shall on an ongoing basis cause a release and termination of this Declaration, or a partial release and partial termination of this Declaration (as appropriate) in the form attached hereto as **Exhibit B** to be recorded in the Public Records of Broward County, Florida, evidencing such completed payment and performance of and under this Declaration. The issuance of any and all releases contemplated by this Declaration shall not require County or City Commission approval. The release and termination and/or partial release and partial termination set forth in this section may occur on multiple occasions, at different times, and/or in connection with multiple permits, phases and/or building. In the event a partial release and partial termination is required to be issued, the form attached as Exhibit B shall be revised and conformed to reflect that the specified subject property (for which payment of the Affordable Housing Contribution has been made), is being partial released from the effect of this Declaration and further specifying that all obligations relating to that subject property have been satisfied.

6. 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.

7. Recordation and Effective Date. This Declaration shall not become effective and shall not be recorded in the Public Records of Broward County, Florida, until after approval by the County and City of the requested Application and the expiration of all appeal periods or, if an appeal is filed, the conclusion of such appeal in a manner that does not affect the County's or City's approval of the Application. Once recorded, this Declaration shall run with the land for the sole benefit of the County and City and shall bind all successors-in-interest with respect to the Property. This Declaration shall not give rise to any other cause of action by any parties other than the County or City, and no parties other than the County or City shall be entitled to enforce this Declaration. Any failure by the County or City to enforce this Declaration shall not be deemed a waiver of the

right to do so thereafter.

8. 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.

9. 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.

10. 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.

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

_____,
a Florida limited liability company

Printed Name: _____

By: _____
Name: _____
Title: _____

Printed Name: _____

STATE OF FLORIDA)
) 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 _____, a Florida limited liability company, 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 _____, 2026.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

Mortgagee Consent:

Mortgagee, being the holder of a mortgage to the parcels(s) described in Exhibit "A" hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Declaration.

WITNESSES:

Signature

Print Name

Signature

Print Name

By: _____

Name: _____

Title: _____

Date: _____

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, _____, the _____ of _____, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He/she 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 _____, 2026.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

**EXHIBIT A
LEGAL DESCRIPTION
PROPERTY**

DRAFT

EXHIBIT B

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

RELEASE AND TERMINATION OF DECLARATION OF RESTRICTIVE COVENANTS

This Release and Termination of Declaration of Restrictive Covenant ("Release and Termination") is effective as of this ____ day of _____, 2026 by **BROWARD COUNTY**, a political subdivision of the State of Florida ("County"), and the **CITY OF WESTON**, a municipal corporation organized pursuant to the State of Florida ("City").

WHEREAS, _____, a Florida limited liability corporation ("Owner"), the fee simple title owner of the property described on **Exhibit A**, attached hereto ("Property"), entered into that certain Declaration of Restrictive Covenant dated _____ ("Declaration") in favor of the County and City that is recorded at Instrument # _____ in Public Records of Broward County, Florida. Terms not otherwise defined herein shall have the same meaning set forth in the Declaration; and

WHEREAS, pursuant to terms and provisions of the Declaration, prior to the issuance of a building permit for a dwelling unit on the Property, Owner agreed to make a payment towards the City's affordable housing programs in the total amount of Ten Thousand Nine Hundred Twenty-Seven and 00/100 Dollars (\$10,927.00) per dwelling unit shown on an approved site plan or a maximum of Four Million One Hundred Forty-One Thousand Three Hundred Thirty-Three Hundred and 00/100 Dollars (\$4,141,333.0 ("Affordable Housing Contribution"); and

WHEREAS, pursuant to the Declaration, the County and City are required, at the request of the Owner, to execute a release and termination of the Declaration upon the completion of the Affordable Housing Contribution; and

WHEREAS, the Owner has satisfied its obligation pursuant to the Declaration and has paid the Affordable Housing Contribution to the City; and

WHEREAS, Owner desires that the County and City release and terminate the Declaration by executing this Release and Termination to be recorded in the Public Records of Broward County, Florida, pursuant to the terms and conditions as hereinafter set forth; and

WHEREAS, upon the execution of this Release and Termination, no further action by the County or City Commission will be required and this Release and Termination shall constitute the

final release of Owner's obligations under the Declaration.

NOW, THEREFORE, County and City intending to be legally bound, hereby state and declare as follows:

1. The above recitals are true and correct and are incorporated herein.
2. The obligations, terms, conditions, covenants and provisions of the Declaration are of no further force and effect and Owner is released from the Declaration and the Declaration is hereby terminated.
3. This Release and Termination shall be construed and governed in accordance with laws of the State of Florida and in the event of any litigation hereunder, the venue for any such litigation, shall be in Broward County, Florida.
4. This Release and Termination shall be recorded in the Public Records of Broward County, Florida, whereby recording fees are to be paid by Owner and shall run with the Property and shall be binding upon and inure to the benefit of the respective successors and assigns of County, City and the respective successors and assigns of Owner.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

_____,
a Florida limited liability company

Printed Name: _____

By: _____

Printed Name: _____

STATE OF FLORIDA)
) 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 _____, a Florida limited liability company, 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 _____, 2026.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

BROWARD COUNTY

WITNESSES:

BROWARD COUNTY, through its COUNTY
ADMINISTRATOR

Print Name: _____

By: _____

Printed Name: _____

Title: County Administrator

Print Name: _____

_____ day of _____, 2026

Approved as to form by
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____

Deputy County Attorney

_____ day of _____ 2026