



1701 PONCE DE LEON BLVD | SUITE 201 CORAL GABLES, FLORIDA 33134 o - 305.284.7325 e - ra@realizationarchitects.com w - www.realizationarchitects.com

CLIENT / PROJECT:

HILLCREST VILLAGE 1101 HILLCREST DRIVE, HOLLYWOOD, FL 33021

CONSULTANTS:

CIVIL HSQ GROUP, LLC 4577 N NOB HILL ROAD, SUITE 205 SUNNISE, FLORIDA 33351 (954) 440-6990 X1000 Justine@hsqgroup.net

<u>LANDSCAPE</u> WalkLAUD 6915 SW 57TH AVENUE || SUITE 203 CORAL GABLES, FL 33143 O-786.536.2088

Devin@walklaud.com

REVISIONS:

DRAWINGS AND SPECIFICATIONS AS INSTRUMENT OF PROFESSIONAL SERVICE, ARE AND SHALL REMAIN THE PROPERTY OF REALIZATION ARCHITECTS LLC.THESE DOCUMENTS ARE NOT TO BE USED, IN WHOLE OR IN PART,

RAFAEL TAPANES DISCIPLINE / SHEET TITLE:

OVERALL FLOOR PLAN - LEVEL 03-07

A-202

SCALE: 1/8" = 1'-0"



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RAFAEL TAPANES

OVERALL FLOOR PLAN - LEVEL 08

DISCIPLINE / SHEET TITLE:

A-203

T.O. PARAPET 60' - 11" 57' - 6" 81' - 0" T.O. PARAPET 85' - 4" AC EQUIPMENT CONC. WALKWAY AND -PROTECTION PADS T.O. PARAPET 85' - 4" AC EQUIPMENT 83' - 1" AC EQUIPMENT 43' - 0" T.O. PARAPET / AC EQUIPMENT ─ AC EQUIPMENT CONC. WALKWAY AND PROTECTION PADS T.O. PARAPET 86' - 0" 1' - 0" 10' - 8" 4' - 5" 47' - 4" 24' - 0" 99' - 5" OVERALL ROOF PLAN SCALE: 1/8" = 1'-0"



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LANDSCAPE

WalkLAUD

6915 SW 57TH AVENUE ||

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REVISIONS:

No. Description Date

1 Revision 1 02/12/2025

DATE: 11.21.2024

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RAFAEL TAPANES AR9789

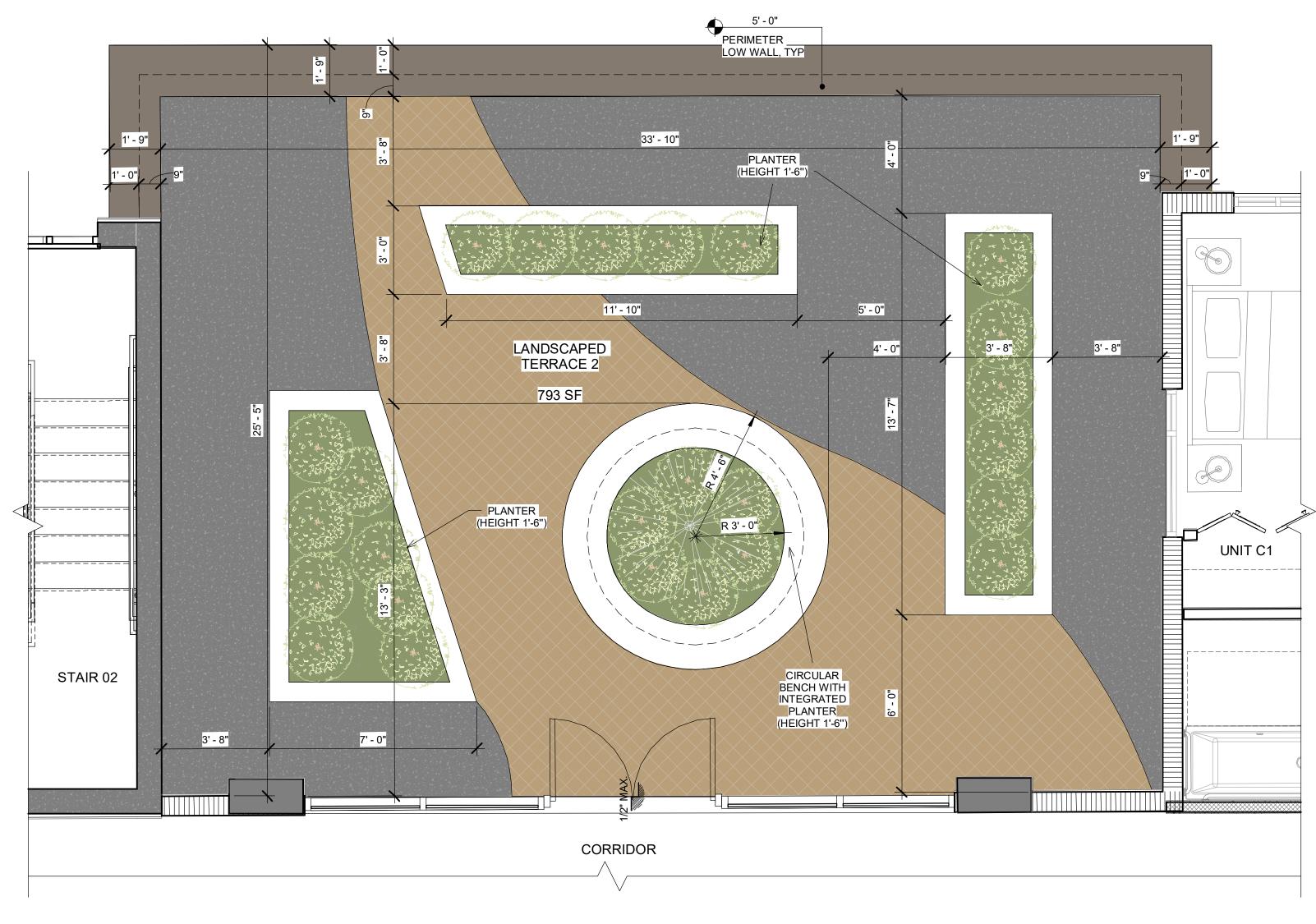
DISCIPLINE / SHEET TITLE:

OVERALL ROOF PLAN

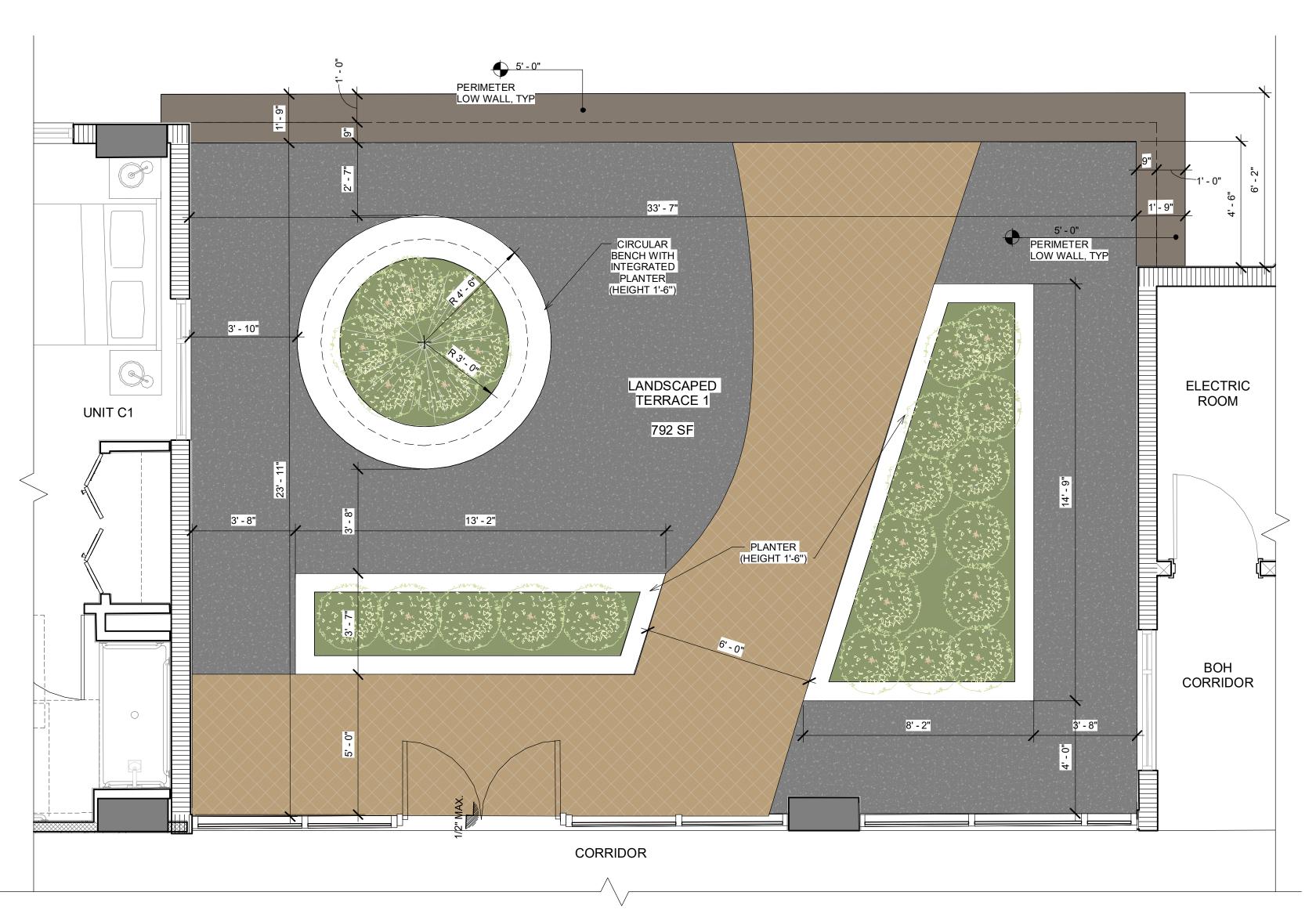
SCALE:

A-204

FINAL TAC (NOT FOR CONSTRUCTION)



2 ENLARGED LANDSCAPED TERRACE-2. PLAN
SCALE: 3/8" = 1'-0"



1 ENLARGED LANDSCAPED TERRACE-1 PLAN
SCALE: 3/8" = 1'-0"

REALIZATION ARCHITECTS

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CORAL GABLES, FL 33143
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Devin@walklaud.com

11.21.2024

RAFAEL TAPANES AR978

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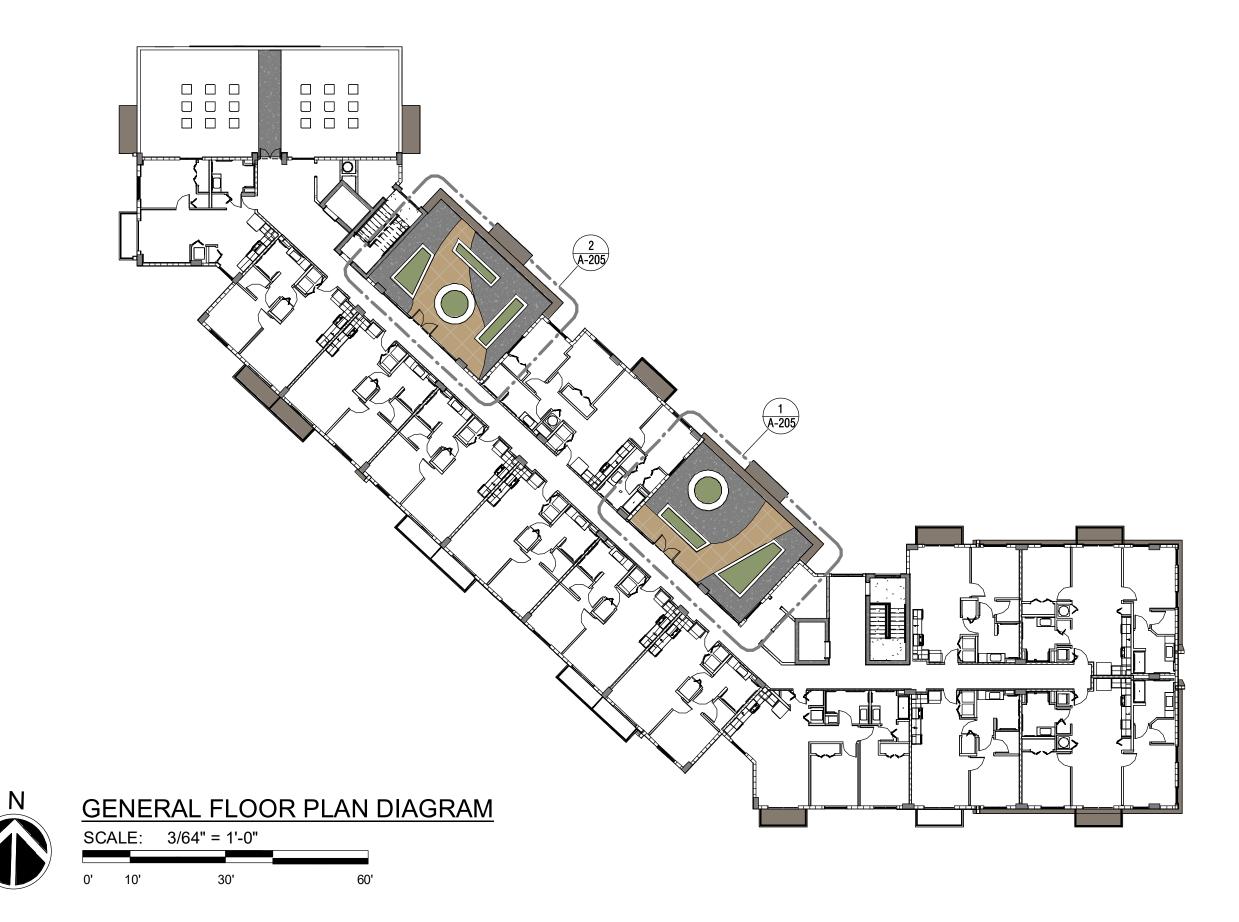
ENLARGED LANDSCAPED TERRACES PLAN

DISCIPLINE / SHEET TITLE:

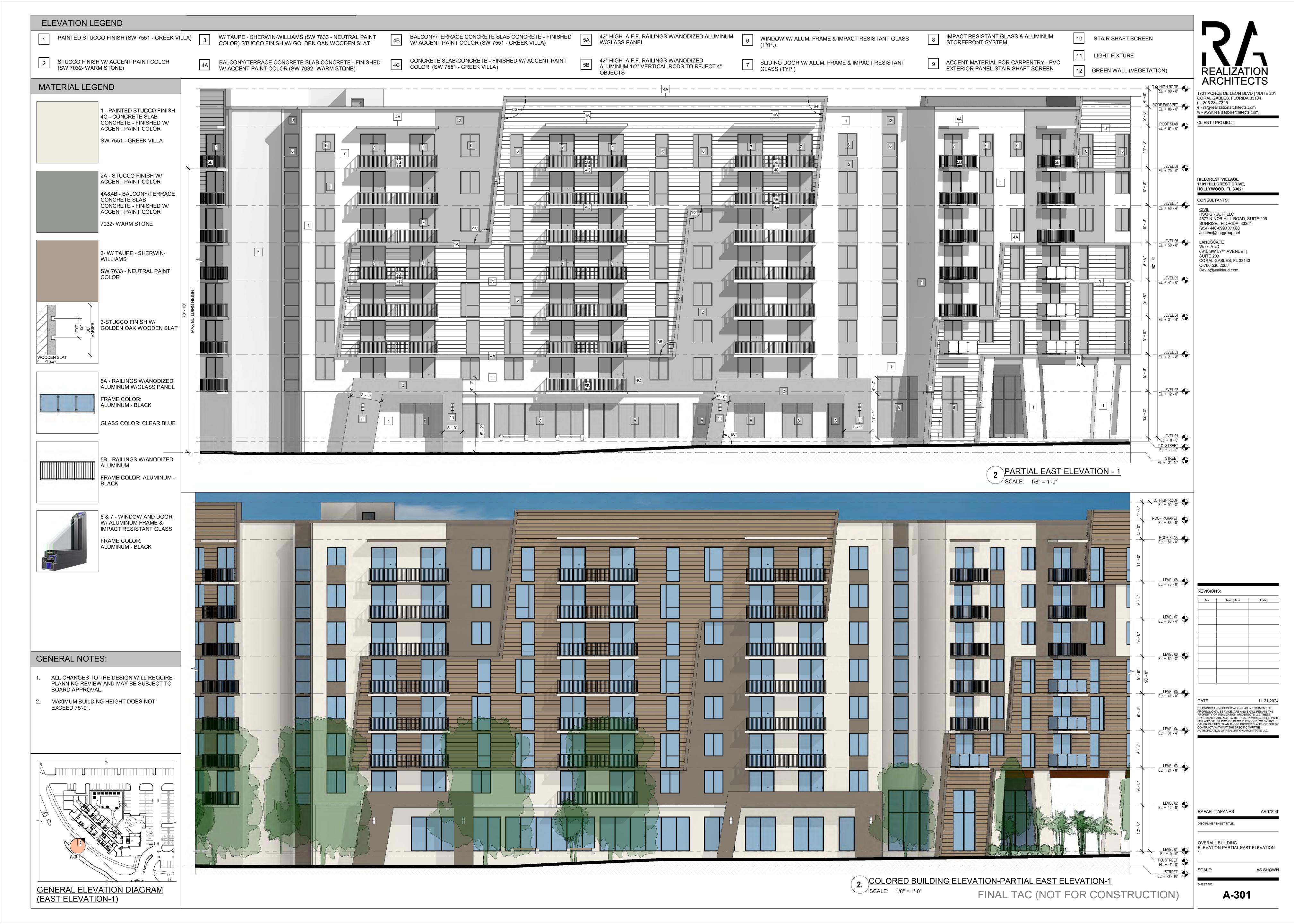
SCALE: AS SHOWN

A-205

FINAL TAC (NOT FOR CONSTRUCTION)











No. Description Date

DRAWINGS AND SPECIFICATIONS AS INSTRUMENT OF PROFESSIONAL SERVICE, ARE AND SHALL REMAIN THE PROPERTY OF REALIZATION ARCHITECTS LLC.THESE DOCUMENTS ARE NOT TO BE USED, IN WHOLE OR IN PART,

OVERALL BUILDING ELEVATION

FINAL TAC (NOT FOR CONSTRUCTION)

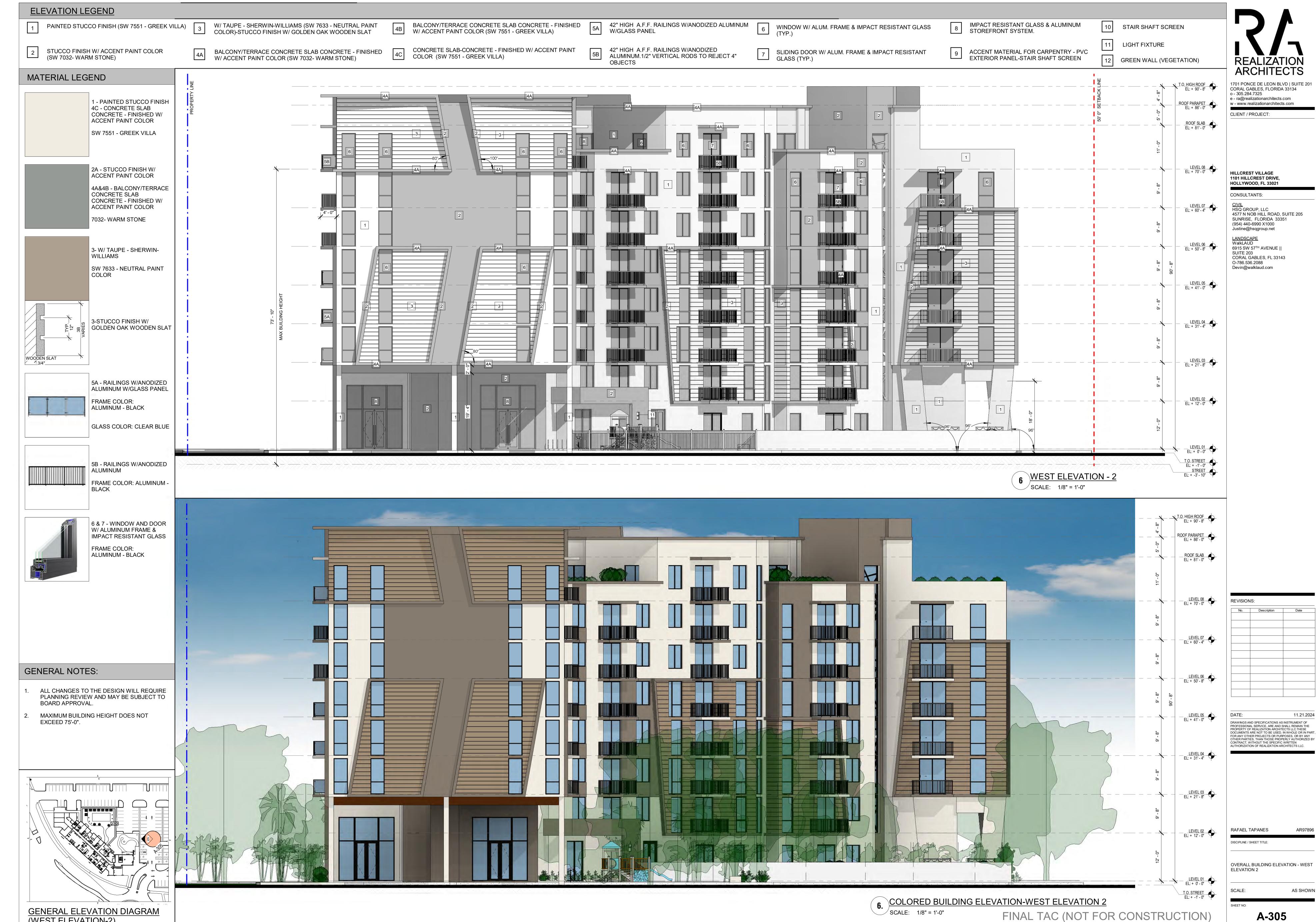
A-303



SCALE: 1/8" = 1'-0"

A-304

FINAL TAC (NOT FOR CONSTRUCTION)



(WEST ELEVATION-2)

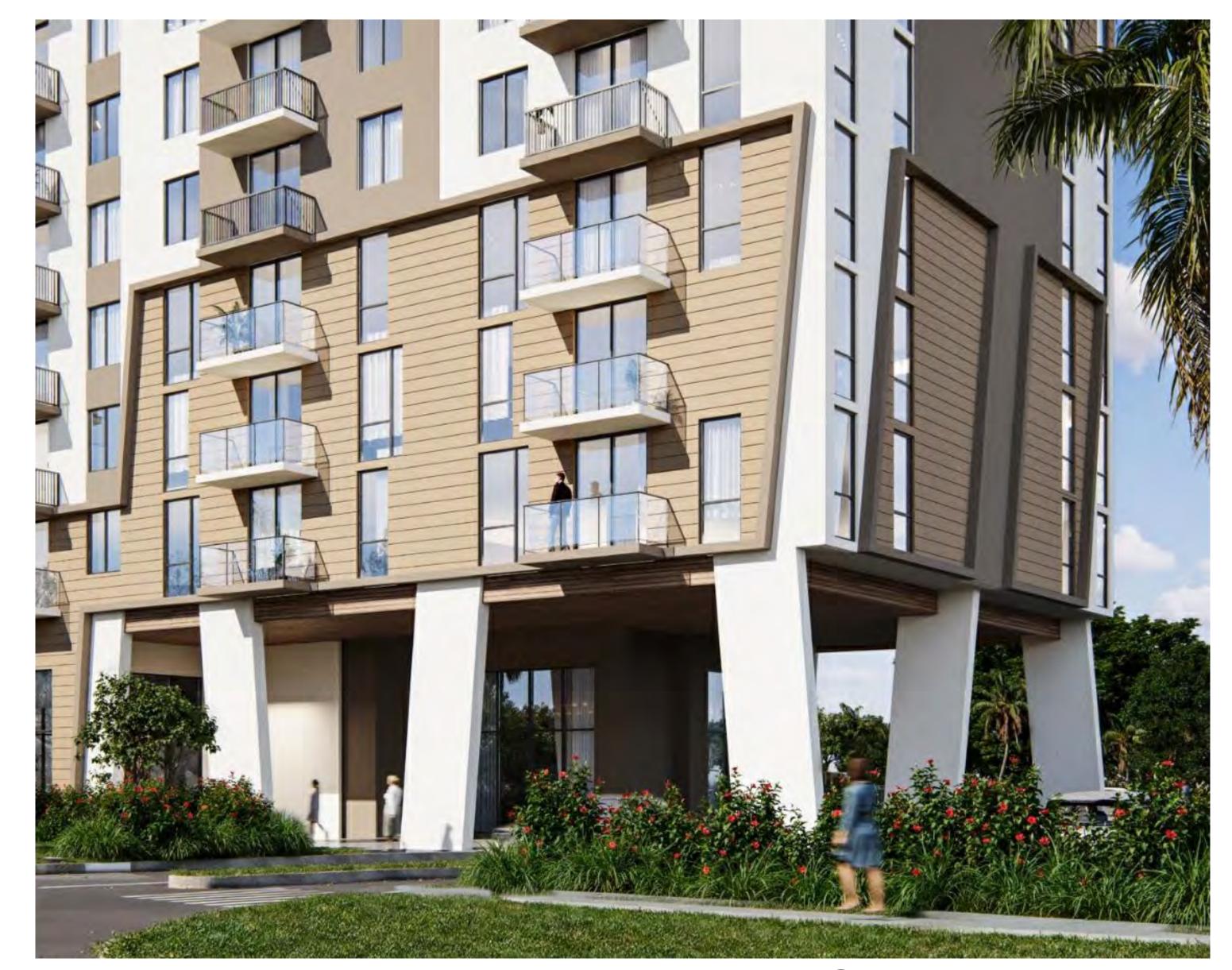
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OVERALL BUILDING ELEVATION - WEST

A-305



01 RENDER 01 (SOUTH FACADE)
SCALE: N/A



02 RENDER 02 (SOUTH-EAST FACADE)
SCALE: N/A



RENDER 03 (NORTH-EAST FACADE)
SCALE: N/A



04 RENDER 04 (SOUTH-EAST FACADE)
SCALE: N/A

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DISCIPLINE / SHEET TITLE:

AFFIDAVIT OF LAND SURVEYOR

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared John F. Pulice, PSM, who being first duly sworn by me, deposes and says:

- 1. Affiant is the President of Pulice Land Surveyors, Inc.
- 2. Pulice Land Surveyors, Inc. is an authorized surveying and mapping company in the State of Florida.
 - 3. I have reviewed the legal description for the following three parcels:
 - a. Property with Broward County Folio Number: 514219171541 ("Parcel 1");
 - b. Property with Broward County Folio Number: 514219171651 ("Parcel 2"); and
 - c. Property with Broward County Folio Number: 514219270034 ("Parcel 3").
- 4. I have reviewed the legal descriptions in the following documents to determine whether Parcel 1, Parcel 2, or Parcel 3 are described therein:
 - a. Declaration of Restrictions dated March 2, 1976 and recorded March 10, 1976 in the Public Records of Broward County, Florida at OR Book 6515, PG 916, rerecorded March 23, 1976 in the Public Records of Broward County, Florida at OR Book 6529, PG 709.
 - i. Parcel 1 and Parcel 2 are included within the legal description.
 - b. Developer Affidavit, dated October 29, 2009, recorded at Instrument 109037853, OR BK 46744, Page 983 of the Official Records of Broward County, Florida
 - i. Parcel 1 and Parcel 2 are included in the legal description in Exhibit A.
 - c. First Amended and Restated Developer Affidavit, dated June 17, 2016, recorded at Instrument 113841558 and re-recorded at Instrument 113769743 of the Official Records of Broward County, Florida.
 - i. Parcel 1 and Parcel 2 are included in the legal within Exhibit A.
 - ii. Only Parcel 1 is included in the legal within Exhibit B.
 - d. Declaration of Restrictive Covenants, dated March 26, 2009, recorded at Instrument 108516219, OR BK 46115, Page 669 of the Official Records of Broward County, Florida.
 - i. Parcels 1 and 2 are included in the legal within Exhibit A.
 - ii. Parcel 1 is included in the legal description within Exhibit B recorded at page 677. However, Parcel 1 is not included in the legal description within Exhibit B recorded starting at page 678.

- e. Amendment to Declaration of Restrictive Covenant dated August 9, 2016 recorded in Official Records Instrument No. 113886678
 - i. Does not affect Parcels 1, 2 or 3.
- f. Second Amendment to Declaration of Restrictive Covenants dated August 1, 2019 in Official Records Instrument No. 116271897
 - i. Does not affect Parcels 1, 2 or 3. (This amendment also addresses road improvements)
- g. Third Amendment to Declaration of Restrictive Covenants dated November 10, 2020 and recorded in Official Records Instrument No. 117095252
 - i. Does not affect Parcel 1, 2 or 3. (This amendment also addresses road improvements)
- h. Declaration of Restrictive Covenants, dated June 17, 2016, recorded at Instrument 113769741 of the Official Records of Broward County, Florida, re-recorded at Instrument 113841556 of the Official Records of Broward County, Florida
 - i. Parcel 1 and Parcel 2 are included within the legal description in Exhibit A;
 - ii. Parcel 3 is not included within the legal description in Exhibit A; and
 - iii. Parcel 1, Parcel 2, and Parcel 3 are not included within the legal description in Exhibit C.
- Declaration of Restrictive Covenants, dated June 17, 2016, recorded at Instrument 113769742 of the Official Records of Broward County, Florida, re-recorded at Instrument 113841557 of the Official Records of Broward County, Florida
 - i. Parcel 3 is not included in the legal description in Exhibit A.
 - ii. Parcels 1,2, and 3 are not included in the legal description in Exhibit B.
- Declaration of Restrictive Covenants, dated August 9, 2016, recorded at Instrument 113886677 of the Official Records of Broward County, Florida
 - i. Parcels 1 and 2 are included in the legal within Exhibit A.
- k. Declaration of Restrictive Covenants, dated September 26, 2016, recorded at Instrument 113956146 of the Official Records of Broward County, Florida
 - i. Parcels 1, 2 and 3 are not included in the legal description.
- (Corrective) Declaration of Restrictive Covenants, dated September 26, 2016, recorded at Instrument 113956147 of the Official Records of Broward County, Florida.
 - i. Parcels 1, 2 and 3 are not included in the legal description.
- m. Bldg. 21 Rev AE 9 18 17- Caufield & Wheeler, Inc. legal dated 9/18/17
 - i. Parcels 1, 2 and 3 are not included in the legal description.
- n. Ordinance No. O-2013-11
 - i. Parcels 1, 2 and 3 are not included in the legal description in Exhibit A.

STATE OF Florida) ss.	
COUNTY OF Groward) ss.	Λ
Sworn to and subscribed beforeans of physical presence or only	line notarization this 17th day of
produced, 2025, by	. He is personally known to me or has as identification.
A CANADA SA	the fire opins
My commission expires: December 20, 202	Notary Public Printed Name: Ida Jane Storm
My commission expires:	Printed Name: Ida Jane Horme

INSTR # 113769741 Page 1 of 9, Recorded 06/22/2016 at 03:25 PM Broward County Commission, Deputy Clerk ERECORD

Return to: (enclose self-addressed stamped envelope)

Name: William W. Riley, Jr., Esq.

Address:

Gray Robinson, P.A. 333 SE 2nd Avenue, Suite 3200 Miami, Florida 33131

This Instrument Prepared By: William W. Riley, Jr., Esq. Gray Robinson, P.A. 333 SE 2nd Avenue, Suite 3200 Miami, Florida 33131

(Space above this line reserved for recording office use)

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants ("Declaration") is executed this day of June, 2016 by Hillcrest Country Club, Limited Partnership, a Delaware limited partnership, whose address is Three Park Place, Annapolis, MD 21401 ("Owner"), which holds the fee simple title to the Hillcrest Golf & Country Club located in the City of Hollywood ("City"), Broward County, Florida ("County"), as legally described in Exhibit "A" attached hereto and made a part hereof (the "Property").

WHEREAS, Owner desires to redevelop the Property in substantial conformity with the residential and recreational uses depicted and described on the concept development plan attached hereto and incorporated herein as Exhibit "B" ("Concept Plan"); and

WHEREAS, the redevelopment program includes residential uses on portions of the Property currently utilized as an eighteen (18) hole golf course as legally described in Exhibit "C" attached hereto and made a part hereof ("Golf Course"); and

WHEREAS, the Golf Course is subject to development restrictions that limit its use to golf course and/or recreational uses pursuant to that Declaration of Restrictions dated March 2, 1976, and recorded on March 10, 1976 in the Public Records of Broward County, Florida at Official Records Book 6515, Page 916, and re-recorded on March 23, 1976 in the Public Records of Broward County, Florida at Official Records Book 6529, Page 709 (collectively referred to hereinafter as the "Original Declaration"); and

WHEREAS, Owner is seeking to modify the Original Declaration to permit residential uses on the Golf Course, in substantial conformity with the Concept Plan, by securing written instruments signed by at least a majority of the owners of co-operative and condominium units located within the Hillcrest Planned Unit Development ("Hillcrest PUD"); and

WHEREAS, the redevelopment of the Property is subject to the terms and conditions of that certain Developer Affidavit dated October 29, 2009, and recorded on December 18, 2009 in the Public Records of Broward County, Florida at Official Records Book 46744, Page 983, as amended by the First Amended and Restated Developer Affidavit; and

WHEREAS, in consideration of the written instruments proposed for execution by the owners of co-operative and condominium units located within the Hillcrest PUD, which would permit the planned redevelopment of the Property in substantial conformity with the Concept Plan, Owner voluntarily executes this Declaration to assure that the concessions offered by Owner to the owners of co-operative and condominium units located within the Hillcrest PUD are memorialized and enforceable.

NOW, THEREFORE, the undersigned agrees and covenants to the following:

- 1. Recitals. The above recitals are true and correct and are incorporated herein.
- 2. The Development Program. The Property may be developed in substantial conformity with the Concept Plan. The residential improvements to the Property shall be limited to a maximum of 645 single-family residential units, which may be comprised of both attached and detached dwelling units, situated generally within the residential development areas depicted and described on the Concept Plan. The recreational improvements to the Property shall include, but are not limited to, the following: (1) neighborhood parks with ancillary structures such as walking paths and rest areas; (2) water bodies and wet and dry retention areas; (3) a clubhouse for the use and enjoyment of the current and future owners of residential units located in the Hillcrest PUD; and (4) tennis courts for the use and enjoyment of the current and future owners of residential units located in the Hillcrest PUD. The recreational improvements shall be situated generally within the recreational development areas depicted and described on the Concept Plan.

For purposes of this Declaration, the term "substantial conformity" shall mean that the development density and intensity as depicted and described on the Concept Plan have not "materially changed". The Concept Plan shall be deemed to have "materially changed" only if: (1) the residential density exceeds 645 units; (2) the number of buildings shown on the Concept Plan have increased by more than 20%; and (3) the height of buildings exceeds thirty-eight (38) feet when measured from finish ground floor elevation to median roof elevation. Without limiting the foregoing, the Property shall also be deemed to be developed in substantial conformity with the Concept Plan in the event the location, orientation, configuration, engineering features and architectural features of the proposed residential improvements are modified (i) to comply with governmental regulations, mandates, approvals, development agreements and all other requirements necessary to obtain building and other applicable permits and (ii) as set forth in paragraph 6 of this Agreement.

- 3. Neighborhood Parks: Owner shall construct or cause to be constructed, at its sole cost and expense, the neighborhood parks depicted and described in Exhibit "D" attached hereto and made a part hereof as approved by all governmental agencies having jurisdiction over such matters ("Neighborhood Parks"). The Neighborhood Parks shall be legally described in a boundary survey prepared, signed and sealed by a Florida licensed surveyor that shall be incorporated within the final plat of the Property. The Neighborhood Parks shall be substantially completed no later than the issuance of a certificate of occupancy for any residential unit constructed on the Property, excluding model unit(s) and sale center(s). The Neighborhood Parks shall be operated and maintained as passive sites accessible to those residing within the Hillcrest PUD in accordance with the funding mechanisms described herein.
- 4. Clubhouse: Owner shall construct a new clubhouse for the exclusive use and enjoyment of those residing within the Hillcrest PUD. Said clubhouse shall, at a minimum, include an outdoor grill center and a multi-purpose room for meetings and parties. The clubhouse shall be substantially completed prior to the issuance of a certificate of occupancy for the first residential unit constructed on the Property, excluding model homes and sales centers. The term "substantially completed" as used in this paragraph 4 shall mean that the clubhouse has received a temporary certificate of occupancy or equivalent occupancy certificate from the City. Nothing contained herein shall prohibit or restrict Owner's ability to construct one or more additional clubhouses or other facilities on the Property for the exclusive use of residents of the residential units to be constructed on the Property.
- 5. Funding of Recreational Improvements and Amenity Usage Fees: The construction, maintenance, repair and operation of the of the recreational improvements substantially as depicted and described in the Concept Plan, including the Neighborhood Parks, clubhouse and tennis courts, shall be funded by Owner at its sole cost and expense. The maintenance, repair and operation of said recreational improvements shall be funded by one or more of the following: (i) a special taxing district, subject to approval by all governmental agencies having jurisdiction over such matters, composed of the owners of residential units located on the Property, (ii) a property owner's association (POA) composed of the then owners of residential units located on the Property, (iii) a community development district (CDD), subject to approval of all governmental agencies having jurisdiction over such matters, composed of the owners of residential units located on the Property, or (iv) such other funding mechanism as may be approved by the City and County.

However, in no event shall current and future owners of the existing residential units within the Hillcrest PUD, including their successors-in-interest and assigns, have any responsibilities or obligations to fund the construction, maintenance, repair or operation of said recreational improvements, either directly or indirectly, including monetarily contributing to a special taxing district, POA, CDD or other funding mechanism. Nothing contained herein shall prohibit or limit the ability to charge said residents usage fees for the tennis facility, which may include tennis and bocce ball courts, or deposits associated with use of the clubhouse facilities for special events

- (i.e., private parties) as provided in the then-governing documents concerning clubhouse operations. A governing board shall be established for the purpose of, among other things, determining usage fees and applicable rules. Said governing board shall include representation from owners within the Hillcrest PUD.
- 6. Landscaping Obligations: The development program shall comply with all landscaping requirements approved by the City, including tree lining of streets within the Hillcrest PUD boundaries. Owner shall, at its sole cost and expense, install a landscaping buffer strip on the Property adjacent to the existing charter school playground located at 1101 Hillcrest Drive, Hollywood, Florida (the "Charter School"). Owner shall also install a landscaping buffer strip along the remaining boundaries of the Charter School playground, at its sole cost and expense, if permitted by the Charter School, the then owner(s) of the Charter School property and all applicable governmental agencies having jurisdiction over such matters.
- 7. Land Acquisition or Transfers: Nothing contained herein shall prohibit or limit Owner's ability to modify the location of the recreational improvements depicted and described on the Concept Plan, including park areas and clubhouse locations, if additional property or properties within the Hillcrest PUD are acquired or transferred by or between Owner and the owner of the Charter School. If the Charter School property is acquired by the Owner then the easement area presently located between Hillcrest Buildings 15 and 16 shall be evenly conveyed to the operative condominium associations for Hillcrest Buildings 15 and 16.
- 8. Entrance Features: Owner hereby agrees to construct the monument signs substantially as depicted and described in the Concept Plan at its sole cost and expense provided that the same are permitted by all governmental agencies having jurisdiction over such matters and permitted by private land owners holding a legal or equitable interest to the lands situated therein.
- 9. Tree Resources: Subject to approval by all governmental agencies having jurisdiction over such matters, inclusive of the regulations set forth in Chapters 106 and 155 of the City of Hollywood Code of Ordinances and Article 9 of the Land Development Regulations, Owner shall use reasonable efforts to preserve-in-place those specimen trees currently existing within the planned recreational and open areas depicted and described on the Concept Plan. If one or more such trees cannot be preserved-in-place then Owner shall use reasonable efforts to relocate the tree(s) within the planned recreational and open areas depicted and described on the Concept Plan. For purposes of this Declaration, the term "tree" shall mean a tree with any individual trunk that has a trunk diameter at breast height (DBH) of 18 inches or greater (or a circumference of 56.5 inches or greater) when measured at point 4 1/2 feet from the ground at natural grade. The following trees are not considered specimen: (1) Nonnative fruit trees that are cultivated or grown for the specific purpose of producing edible fruit, including, but not limited to, mangos, avocados or species of citrus; (2) Non-native species of the genus Ficus; and (3) All multi-trunk palms except Paurotis

- palm/Everglades palm (Acoelorrhaphe wrightii) and Reclinata palm (Phoenix reclinata), which have a minimum overall height of 15 feet.
- 10. Compensation for Construction, Related Impacts and Termination of Restrictive Covenant. Owner acknowledges that the construction of the Project generate a certain amount of dust and other construction related byproducts that will diminish the normal useful life of certain improvements within the Hillcrest PUD, including, but not limited to, building paint and landscaping. Moreover, Owner acknowledges that the termination of the development restrictions contained in the Original Declaration will reduce the aesthetics of, the benefits granted to, and value of, each of the individual co-operative and condominium units within the Hillcrest PUD. In consideration of those impacts, Owner agrees to pay \$3,000,000.00 ("Total Contribution") to be used by the cooperative and condominium associations within each building located within the Hillcrest PUD solely for current operating expenses and/or capital expenditures for the acquisition, construction, management, maintenance (including repairs and restorations) and care of the common property each manages on behalf of the individual co-operative and condominium unit owners located within the Hillcrest PUD. The Total Contribution shall be paid as follows: (1) \$25,000.00 that paid to the law firm of Eisinger, Brown, Lewis, Frankel & Chaiet, P.A. on or about August 13, 2014 on behalf of the Hillcrest Presidents' Committee (being the committee of at least five (5) or higher number of presidents of the homeowners, co-operative and condominium owners associations within the Hillcrest PUD and hereinafter referred to as the "Committee") for legal services provided to the Committee concerning this Declaration and related matters thereto for the benefit of the individual co-operative and condominium unit owners located within the Hillcrest PUD shall be treated as being paid as part of the Total Contribution; (2) \$500,000.00 shall be paid to the Committee within ten (10) calendar days following verification that written instruments have been signed by at least a majority of the owners of co-operative and condominium units located within the Hillcrest PUD modifying the Original Declaration to permit the development of the Property in substantial conformity with the Concept Plan; (3) \$2,475,000.00 shall be paid to the Committee within ten (10) calendar days following final approval of the Concept Plan (i.e., Site Plan) by the City together with the expiration of all appeal periods. The Total Contribution less those funds utilized for legal services as described in subsections (1) above ("Contribution") shall be divided among the cooperative and condominium associations within each building located within the Hillcrest PUD as follows: each of the cooperative and condominium associations shall be entitled to receive that portion of the Contribution equal to the percentage achieved by dividing the number of cooperative and condominium units in the building managed by such cooperative and condominium association by the total number of cooperative and condominium units in all buildings located within the Hillcrest PUD. All payments made by the Owner comprising the Total Contribution are nonrefundable upon payment.
- 11. <u>Breach or Default</u>. A breach or default of the terms of this Declaration may only be alleged by the Committee and must be supported by a majority vote of all Committee

members. No owner within the Hillcrest PUD shall individually have any standing to allege any default under this Declaration or to enforce this Declaration. In the event that the Committee alleges that a breach or default of the terms of this Declaration has been committed by Owner, the Committee shall provide ten (10) business days' notice to Owner with an opportunity to cure the breach or default. If the breach or default is not cured within ten (10) business days, the Committee shall be entitled to pursue all available legal and equitable remedies to resolve the breach or default, including one or more actions to enjoin the redevelopment of the Property, and recover any and all damages, including reasonable attorney's fees and costs associated with pursued remedy, if any, either awarded by a court or paid by agreement. Notwithstanding the foregoing, the Committee may only seek to enjoin the construction of the Property pursuant to this Declaration if Owner fails to remit the payments to the Committee as required herein. Any such request to enjoin the construction of the Property pursuant to this Declaration by the Committee shall be limited to such time as the payment is past due and remains payable. Upon receipt of such payment in full, the Committee will promptly move to vacate any injunction order which may have been entered, and take all reasonable efforts as needed to have any such order dissolved or vacated.

- 12. <u>Indemnification</u>: Owner hereby agrees to indemnify the existing Hillcrest condominium associations and cooperatives for all reasonable costs and expenses attributable to repairing improvements to their respective properties that are damaged by Owner, its employees, consultants, contractors, subcontractors and licensees that occur during the planning and construction of the redevelopment program as described herein.
- 13. Original Development Program. Notwithstanding anything contained herein to the contrary, in the event the Concept Plan is not approved, or in the event Owner elects not to proceed with the development in substantial conformity with the Concept Plan, Owner may, at its sole election, elect to proceed with development of the Property in substantial conformity with the "Development Program" as defined in that certain Developer Affidavit dated October 29, 2009 recorded in the Public Records of Broward County, Florida at Official Records Book 46744, page 983, and all payments made under this Declaration shall be deemed payments under said Developer Affidavit, as amended.
- 14. Covenant Running with the Land. This Declaration shall constitute a covenant running with the land and may be recorded, at Owner's expense, in the public records of Broward County, Florida and shall remain in full force and effect and be binding upon the undersigned Owner, and its successors, successors-in-interest and assigns until such time as the same is modified or released as set forth herein. These restrictions shall be for the benefit of, and limitation upon, all present and future owners of the Property and all present and future owners of residential units located within the Hillcrest PUD.

- 15. Term. This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it commencing on the date of this Declaration is recorded and running for a period of thirty (30) years from the recordation date after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the then owner(s) of the Property and at least eighty (80%) percent of the then residential unit owners located within the Hillcrest PUD has been recorded agreeing to change this Declaration in whole or in part. In the event that the redevelopment program of the Property as described herein is abandoned by the Owner, this Declaration shall be rescinded upon written a request of the Committee if such requested is supported by a majority of all Committee members. For purposes of this Declaration, the redevelopment program shall be deemed to be "abandoned" by the Owner only if the following occurs: (1) there are no governmental applications or other requests seeking an initial or final development order pending on the Property for a period of thirty-six (36) months following the final approval of the Concept Plan by the City Commission and the expiration of all appeal periods and, if one or more appeals are initiated, the final disposition of said appeal(s); (2) no sales of newly constructed residential units on the Property have occurred; and (3) the inactivity or delay in construction is not caused by the occurrence of a Force Majeure. For purposes of this Declaration, the term "Force Majeure" shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism. accident, restraint of government, governmental acts, injunctions, labor strikes and other like events that are beyond the Owner's reasonable anticipation and control, despite the Owner's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to the Owner's failure to perform its obligations under this Declaration.
- 16. Enforcement: Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants set forth herein. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of its attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both. Owner acknowledges that the Committee is a party to this Declaration and has legal standing to enforce the terms and provisions contained herein. Owner further acknowledges that Committee members shall not be held personally liable for any acts or omissions relative to their duties as members of the Committee and/or functions of the committee.
- 17. <u>Venue</u>: Venue for any action seeking to enforcement any covenants set forth herein shall solely be in Broward County, Florida.
- 18. <u>Election of Remedies</u>. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed

- to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.
- 19. <u>Presumption of Compliance</u>. Where construction of the Project has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the City (or any successor municipal corporation), and inspections made and approval of occupancy given by the City (or any successor municipal corporation), then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.
- 20. <u>Severability</u>. Invalidation of any one of these covenants, by judgment of court, shall not necessarily affect any other provisions that shall remain in full force and effect.
- 21. Recordation and Effective Date. This Declaration shall only be recorded in the public records of Broward County, Florida following final site plan approval by the City Commission and the expiration of all applicable appeal periods associated therewith that permit the Property to be constructed with the improvements described herein. This Declaration shall become effective immediately upon recordation. A recordation of this Declaration prior to final site plan approval and the expiration of all appeal periods associated therewith is expressly prohibited and shall be subject to release at Owner's sole discretion.
- 22. Owner. The term Owner shall include the owner of the Property and its heirs, successors-in-interest and assigns.

EXECUTION PAGE FOLLOWS

OWNER HILLCREST COUNTRY CLUB, LIMITED PARTNERSHIP, a Delaware limited partnership

By: HILLCREST COUNTRY CLUB, INC., a Delaware corporation, its General Partner

Name: Mark McManus
Its: Secretary/Treasurer

STATE OF Maryland) ss.:

The foregoing instrument was acknowledged before me this day of June, 2016, by Mark McManus, as Secretary/Treasurer of Hillcrest Country Club, Inc., a Delaware corporation, the general partner of Hillcrest Country Club, Limited Partnership, a Delaware limited partnership, freely and voluntarily on behalf of said partnership. He/she is personally known to me or has produced Daves V.cerse as identification.

Notary Signature:

Print Name:

Notary Public, State of

My commission expires: