

Exhibit "B"

Prepared By:
Alan Fallik
Deputy City Attorney
City of Hollywood
2600 Hollywood Blvd., Room 407
Hollywood, FL 33022

SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

This Second Amended and Restated Declaration of Covenants, Conditions and Restrictions is to amend that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions dated March 21, 2007 and recorded on August 3, 2007 in Official Records Book 44427, Page 347, of the Public Records of Broward County, Florida.

THE UNDERSIGNED (the "Declarant") hereby declares that the property (the "Subject Property") legally described in Attachment "1" attached hereto and made a part hereof shall be improved, occupied, owned, conveyed, encumbered, leased and used subject to the covenants, conditions and restrictions (the CCR'S") described below.

WHEREAS, the Declarant is the fee simple owner of the Subject Property and freely, knowingly and voluntarily enters into this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions (this "Declaration");

WHEREAS, the Subject Property is located in the City of Dania Beach, Florida on the boundary between the City of Dania Beach, Florida and the City of Hollywood, Florida;

WHEREAS, the Declarant is seeking approval of an amendment (the "Amendment") to the non-vehicular access line (the "NVAL") running along the eastern boundary of SW 30th Avenue in the City of Hollywood, Florida, being the western boundary of the Subject Property;

WHEREAS, the CCR'S are imposed upon the Subject Property as a condition precedent to the granting and approval of the Application of the Declarant; and

NOW, THEREFORE, it is hereby declared as follows:

1. Operative Provisions—Covenant, Conditions and Restrictions. In the event the Declarant actually amends the non-vehicular access line (the "NVAL"), the Declarant shall comply with the following requirements:

- a. No truck traffic shall travel on SW 30th Avenue south of south entrance driveway of the Subject Property to facilitate the filling or construction of the Subject Property.
 - b. The Subject Property shall not be used for heavy industrial uses not permitted in the IROM zoning district of the City of Dania Beach Zoning Ordinance applicable to the Subject Property on the date hereof, as the same may be amended from time to time.
 - c. Not later than completion of the access improvements associated with the amendment of the NVAL, the Declarant shall provide a landscape buffer along SW 30th Avenue not less than 25 feet in width consistent with the codes and ordinances of the City of Hollywood.
 - d. Declarant shall construct right turn lane entry and exit points to and from the Subject Property and SW 30th Avenue substantially as shown on Attachment "2" attached hereto, subject to requirements of applicable governmental authorities.
 - e. Declarant shall extend an NVAL line along SW 30th Avenue in any plat of the unplatted portions of the Subject Property.
 - f. Applicant shall obtain a permit, including a cash bond in favor of the City of Hollywood, to mill and resurface all lanes of SW 30th Ave, starting from the current full access opening to Marina Mile Road (SR 84) (approximately 1400 LF). The City reserves the right to request an in-kind value cash bond to be used for the construction of a traffic signal at the intersection of SW 30th Avenue and SW 42 Street, in lieu of the roadway resurfacing. The value of the bond shall be established by an estimate to be prepared by the Declarant's engineer using the Broward County 100% Auto Calc Engineers Cost Estimate Form.
2. Effect of Declaration. This Declaration shall be enforceable by the City of Hollywood as a municipal corporation organized and existing under the Constitution of the State of Florida. This Declaration shall be binding upon the Declarant from the date of execution of this Declaration and shall bind the grantees, assigns, heirs, devisees, executors, administrators, personal representatives, and other successors in interest of the Declarant to any of the Subject Property, however title thereto shall be acquired.
 3. CCR'S as a Legal Servitude. The Declaration is impressed and imposed upon the Subject Property and is to run with the land in favor of the City of Hollywood.

4. Other Remedies for Breach. Any breach, as determined by the City of Hollywood, of this Declaration shall justify and allow the City of Hollywood to apply to any Court of law or equity having jurisdiction thereof for an injunction or other proper relief. In addition, the City may take any other affirmative action toward alleviating the breach, at the sole expense of the Declarant and the grantees, assigns, heirs, devisees, personal representatives and other successors in interest of the Declarant, irrespective of how that interest shall have been acquired.
5. No Waiver of Breach. In the event of any breach of the CCR'S, any omission or failure on the part of the City of Hollywood to exercise any rights, powers or remedies provided herein shall not be construed as a waiver thereof or acquiescence therein.
6. Revisions. The CCR'S may only be terminated or amended with the prior written approval of the City Commission of the City of Hollywood.
7. Recording Fee. The City of Hollywood may record this Declaration in the Public Records of Broward County, Florida.
8. Severability. If any provision of this Declaration shall be held or deemed to be, or shall, in fact, be, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because of conflict with any other provision hereof or any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not affect the remaining provisions of this Declaration or any part thereof.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Declarant has executed this Declaration this ____ day of _____, 2017.

Signed in the presence of:

MSG I-595, LLC
A Florida Limited Liability Company

Signature

Printed name of witness

By: _____
Saul Gilinski, Manager
2875 NE 191st Street, PH1B
Aventura, Fl 33180

Signature

Printed name of witness

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____.

My Commission Expires:

Signature, Notary Public, Broward County, Florida

Print Notary Name

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

