

ATTACHMENT I

September 21, 2021 Planning and
Development Board Staff Report and Backup

**CITY OF HOLLYWOOD, FLORIDA
DEPARTMENT OF DEVELOPMENT SERVICES
DIVISION OF PLANNING AND URBAN DESIGN**

DATE: September 21, 2021 **FILE:** 21-Z-06

TO: Planning and Development Board / Local Planning Agency

VIA: Leslie A. Del Monte, Planning Manager

FROM: Deandrea Moise, Planning Administrator

SUBJECT: ZE Management LLC requests a rezoning from Low-Medium Intensity Commercial District (C-2) and Low-Medium Multiple Family (RM-9) to Medium Multiple Family (RM-12) for properties located at 4110 N 31 Terrace and N 31 Terrace, generally located south of Stirling Road, west of N 31 Avenue, and east of N 32 Court (N 31 Terrace Rezoning).

REQUEST:

Rezoning from Low-Medium Intensity Commercial District (C-2) and Low-Medium Multiple Family (RM-9) to Medium Multiple Family (RM-12) (N 31 Terrace Rezoning).

RECOMMENDATION:

Forward a recommendation to the City Commission as follows:

Rezoning: Approval.

REQUEST

The request is to rezone from Low-Medium Intensity Commercial District (C-2) and Low-Medium Multiple Family (RM-9) to Medium Multiple Family (RM-12) for four properties just south of Stirling Road. The subject site comprises of approximately 1.27 gross acres. Three units exist on parcel 1, while parcels 2, 3, and 4 are vacant. In 2014, Parcel 1 and 2 were rezoned from C-2 to RM-9. Since that time the Applicant has acquired additional properties which now are a part of the current request.

The subject site currently has a land use designation of Low-Medium Residential (LMRES) which permits residential multifamily up to 10 units per acre. Currently the land use designation and commercial zoning district are incompatible. The proposed rezoning would *provide for compatibility of adjacent land uses by rezoning*, as suggested in the City's Comprehensive Plan. While the Site Plan is not for consideration at this time, the Applicant intends to develop the subject site as one development for a total of 12 residential units. The proposed density is consistent with the existing land use and the proposed zoning designation. While the zoning designation allows for 12 units per acre, the density would be restricted to 10 units per acre as dictated by the existing land use. The proposed rezoning

would give the property owner the ability to develop the property and do so in a manner that is consistent with the existing land use.

SITE INFORMATION

Owner/Applicant:	ZE Management LLC
Address/Location:	4110 N 31 Terrace and N 31 Terrace, generally located south of Stirling Road, west of N 31 Avenue, and east of N 32 Court
Gross Size of Property:	1.27 acres
Land Use:	Low-Medium Residential (LMRES)
Zoning:	Low-Medium Intensity Commercial District (C-2) Low-Medium Multiple Family (RM-9)
Existing Use of Land:	Residential/Vacant
Year Built:	1968 (Broward County Property Appraiser)
Proposed Zoning	Medium Multiple Family (RM-12)

ADJACENT LAND USE

North:	Low-Medium Residential (LMRES)
South:	Low-Medium Residential (LMRES) Low Residential (LRES)
East:	Low-Medium Residential (LMRES)
West:	Medium Residential (MRES)

ADJACENT ZONING

North:	Low-Medium Intensity Commercial District (C-2)
South:	Low-Medium Multiple Family (RM-9) Single-Family Residential (RS-2)
East:	Low-Medium Intensity Commercial District (C-2)
West:	Planned Development (PD)

CONSISTENCY WITH THE COMPREHENSIVE PLAN

Land Use Element

This proposed land use for this project is located in the Low-Medium Residential Land Use area which is characterized by residential uses with a density between 5 and 10 units per gross acre. The goal of the Land Use Element is to *promote a distribution of land uses that will enhance and improve the residential, business, resort, and natural communities while allowing land owners to maximize the use of their property*. The surrounding community has a mix of commercial and vacant land.

Policy 3.2.16: *Identify parcels on Stirling Road with inappropriate land uses or are inappropriately sized or shaped and provide incentives for improvement or relocation of the uses. (CWMP Policy 7.2)*

Policy 3.2.18: *Define options and develop recommendations for redevelopment, non-conformity, etc. along major transportation corridors, i.e.: Dixie Highway, US 1, Stirling Road, Griffin Road, Pembroke Road, US 441/SR 7 and Hollywood Boulevard. (CWMP Policy CW.6)*

Objective 4: *Maintain and enhance neighborhoods business, utilities, industrial and tourist areas that are not blighted.*

Policy 4.5: *Maintain the City of Hollywood Zoning Map and Zoning and Development Regulations that provide for compatibility of adjacent land uses by rezoning or strengthening buffering requirements between land uses.*

Policy 4.9: *Place a priority on protecting, preserving and enhancing residential neighborhoods while incorporating the unique characteristics of redevelopment areas. (CWMP Policy CW.15 and CW.19)*

CONSISTENCY WITH THE CITY-WIDE MASTER PLAN:

The project is located in Sub-Area 7. Sub-Area 7 is the northernmost part of the City. The North Hollywood area is bordered by 56th Avenue to the west, I-95 to the east, Sheridan Street to the south and SR 84 and Broward County Unincorporated areas to the north. This area includes the residential areas of Emerald Hills, Oakridge and the industrial/office area of Port 95 Commerce Park. The proposed project is consistent with the City-Wide Master Plan, based upon the following Guiding Principles and Policies.

Guiding Principle: *Promote the highest and best use of land in each sector of the City without compromising the goals of the surrounding community.*

Policy CW.15: *Place a priority on protecting, preserving and enhancing residential neighborhoods.*

Policy CW.44: *Foster economic development through creative land use, zoning and development regulations, City services and City policies.*

Policy CW.50: *Identify areas where buffers can be provided between residential and commercial/industrial uses and develop incentives to spur privately financed improvements.*

Policy CW.82: *Inventory vacant land and determine the potential for additional residential development*

Policy 3.39: *Support new housing and rehabilitation to replace deteriorated structures.*

Granting the request for rezoning will make the zoning designation consistent with the land use. The proposed zoning designation will allow for the construction of residential uses which will help to increase the housing stock in the City and assist in supporting the adjacent business community along Stirling Road.

APPLICABLE CRITERIA

Analysis of Criteria and Findings for Rezoning as stated in the City of Hollywood's Zoning and Land Development Regulations, Article 5.

CRITERIA 1: That the petition for a change of zoning district will not result in spot zoning or contract zoning.

ANALYSIS: The Citywide Master Plan encourages the identification of *areas where buffers can be provided between residential and commercial/industrial uses and develop incentives to spur privately financed improvements.* The 1.27 acre site is

nestled just south of Stirling Road adjacent to primarily residential uses. The request to change the land use to a Low-Medium intensity residential zoning is consistent with the surround residential character of the area, and this rezoning is necessary to make the zoning compatible with the permitted uses and density of the land use.

FINDING: Consistent

CRITERIA 2: The proposed change is consistent with and in furtherance of the Goals, Objectives and Policies of the Comprehensive Plan.

ANALYSIS: The rezoning will be in furtherance of the Comprehensive Plan, as it *Maintain[s] the City of Hollywood Zoning Map and Zoning and Development Regulations that provide for compatibility of adjacent land uses by rezoning or strengthening buffering requirements between land uses*. The existing land use of the subject property and the request to change the zoning designation will bring the property into compliance with the Comprehensive Plan.

FINDING: Consistent

CRITERIA 3: That conditions have substantially changed from the date the present zoning district classification was placed on the property which make the passage of the proposed change necessary.

ANALYSIS: The Comprehensive Plan and the City-wide Master Plan specifically indicate the necessity to *identify parcels on Stirling Road with inappropriate land uses or are inappropriately sized or shaped and provide incentives for improvement or relocation of the uses*. The request to change the zoning is a direct response to the policy.

FINDING: Consistent

CRITERIA 4: The proposed change will not adversely influence living conditions in the neighborhood.

ANALYSIS: As the surrounding neighborhood includes single family, and multifamily residential, the proposed change will not adversely influence living conditions in the neighborhood. It will, increase the housing stock and improve the neighborhood.

FINDING: Consistent

CRITERIA 5: That the proposed change is compatible with the development(s) within the same district/neighborhood.

ANALYSIS: The requested rezoning will provide consistency between the land use and zoning designation, while also allowing the property owner to develop the site consistent with the allowable uses and density of the land use designation. The

zoning allows for multifamily residential which is consistent with the surrounding character and existing uses.

FINDING: Consistent

Additional review will be required during the Site Plan approval process to ensure consistency with the Zoning and Land Development Regulations and the City's vision.

ATTACHMENTS

ATTACHMENT A:	Application Package
ATTACHMENT B:	Land Use and Zoning Map
ATTACHMENT C:	Existing Zoning Regulations
ATTACHMENT D:	Proposed Zoning Regulations

ATTACHMENT A

Application Package

PLANNING DIVISION



File No. (internal use only): _____

2600 Hollywood Boulevard Room 315
Hollywood, FL 33022

GENERAL APPLICATION



Tel: (954) 921-3471
Fax: (954) 921-3347

This application must be completed in full and submitted with all documents to be placed on a Board or Committee's agenda.

The applicant is responsible for obtaining the appropriate checklist for each type of application.

Applicant(s) or their authorized legal agent must be present at all Board or Committee meetings.

At least one set of the submitted plans for each application must be signed and sealed (i.e. Architect or Engineer).

Documents and forms can be accessed on the City's website at

<http://www.hollywoodfl.org/DocumentCenter/Home/View/21>



APPLICATION TYPE (CHECK ONE):

- ☐ Technical Advisory Committee ☐ Historic Preservation Board
☐ City Commission ☐ Planning and Development Board

Date of Application: _____

Location Address: South of N. 31st Terrace, West of N. 31st Avenue

Lot(s): _____ Block(s): _____ Subdivision: _____

Folio Number(s): 514205000125, 514205000122, 514205000134, 514205000131

Zoning Classification: C-2 and RM-9 Land Use Classification: Low-Med Res

Existing Property Use: Vacant, 3 units Sq Ft/Number of Units: 12 units (total project)

Is the request the result of a violation notice? () Yes () No If yes, attach a copy of violation.

Has this property been presented to the City before? If yes, check all that apply and provide File Number(s) and Resolution(s): _____

- ☐ Economic Roundtable ☐ Technical Advisory Committee ☐ Historic Preservation Board
☐ City Commission ☐ Planning and Development

Explanation of Request: Rezone 4 parcels (see above folios and attached narrative) from C-2 and RM-9 to RM-12 to facilitate future residential development.

Number of units/rooms: 12 (total project, see narrative) Sq Ft: N/A

Value of Improvement: _____ Estimated Date of Completion: 2023

Will Project be Phased? () Yes (X) No If Phased, Estimated Completion of Each Phase _____

Name of Current Property Owner: ZE Management, LLC

Address of Property Owner: 3009 NE 19th Street, Fort Lauderdale, FL 33305

Telephone: 954-868-6863 Fax: _____ Email Address: browardpermits@gmail.com

Name of Consultant/Representative/Tenant (circle one): Leigh Robinson Kerr & Associates, Inc

Address: 808 E. Las Olas Blvd #104, Ft. Laud FL 33301 Telephone: 954-467-6308

Fax: _____ Email Address: Lkerr808@bellsouth.net

Date of Purchase: 7/8/16; 4/26/15, 12/19 there an option to purchase the Property? Yes () No (X)

If Yes, Attach Copy of the Contract.

List Anyone Else Who Should Receive Notice of the Hearing: _____

Address: _____

Email Address: _____

PLANNING DIVISION



2600 Hollywood Boulevard Room 315
Hollywood, FL 33022

File No. (internal use only): _____

GENERAL APPLICATION

CERTIFICATION OF COMPLIANCE WITH APPLICABLE REGULATIONS

The applicant/owner(s) signature certifies that he/she has been made aware of the criteria, regulations and guidelines applicable to the request. This information can be obtained in Room 315 of City Hall or on our website at www.hollywoodfl.org. The owner(s) further certifies that when required by applicable law, including but not limited to the City's Zoning and Land Development Regulations, they will post the site with a sign provided by the Office of Planning and Development Services. The owner(s) will photograph the sign the day of posting and submit photographs to the Office of Planning and Development Services as required by applicable law. Failure to post the sign will result in violation of State and Municipal Notification Requirements and Laws.

(I)(We) certify that (I) (we) understand and will comply with the provisions and regulations of the City's Zoning and Land Development Regulations, Design Guidelines, Design Guidelines for Historic Properties and City's Comprehensive Plan as they apply to this project. (I)(We) further certify that the above statements and drawings made on any paper or plans submitted herewith are true to the best of (my)(our) knowledge. (I)(We) understand that the application and attachments become part of the official public records of the City and are not returnable.

Signature of Current Owner: _____

Date: 3/15/21

PRINT NAME: ELI ZENO

Date: 3/15/21

Signature of Consultant/Representative: _____

Date: 4/24

PRINT NAME: Leigh Robinson Kerr & Associates, Inc.

Date: _____

Signature of Tenant: _____

Date: _____

PRINT NAME: _____

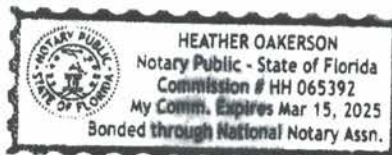
Date: _____

Current Owner Power of Attorney

I am the current owner of the described real property and that I am aware of the nature and effect the request for Rezoning to my property, which is hereby made by me or I am hereby authorizing Leigh Robinson Kerr & Associates, Inc. to be my legal representative before the City of Hollywood (Board and/or Committee) relative to all matters concerning this application.

Sworn to and subscribed before me
this 15 day of March, 2021

Notary Public
State of Florida



Signature of Current Owner

Print Name

My Commission Expires: 3.15.25 (Check One) ☒ Personally known to me; OR ☐ Produced Identification _____

Signature Authorization



DIVISION of
CORPORATIONS
an official State of Florida website

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

[Previous On List](#) [Next On List](#) [Return to List](#)

ZE management

[Events](#) **No Name History**

Detail by Entity Name

Florida Limited Liability Company
ZE MANAGEMENT LLC

Filing Information

Document Number	L09000013153
FEI/EIN Number	N/A
Date Filed	02/09/2009
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/29/2018

Principal Address

12041 NW 26TH STREET
PLANTATION, FL 33323

Mailing Address

12041 NW 26TH STREET
PLANTATION, FL 33323

Registered Agent Name & Address

ZENO, ELIYAHU
12041 NW 26TH STREET
PLANTATION, FL 33323

Name Changed: 10/29/2018

Authorized Person(s) Detail

Name & Address

Title MGRM

ZENO, ELIYAHU
12041 NW 26TH STREET
PLANTATION, FL 33323

Annual Reports

Report Year	Filed Date
2019	04/29/2019
2020	03/23/2020
2021	02/03/2021

Rezoning Narratives

ZE HOLLYWOOD

REZONING NARRATIVE

The applicant, ZE Management, is the owner of four parcels encompassing +/- 1.27 acres depicted on Exhibit A.

Existing Use

Three units exist on Parcel 1. Parcels 2, 3 and 4 are vacant. The property is located at the south end of N. 31st Terrace (#4100) approximately 300 feet south of Stirling Road. N. 31st Terrace serves as access to this property via existing right-of-way.

Proposed Use

The applicant proposes to develop parcels 2, 3 and 4 with 9 townhouse units which will result in the 12-unit development. Parcels 1 and 2 were rezoned by the City Commission to RM-9 in 2013. Refer to Ordinance 2014-19 attached as Exhibit B. Parcels 3 and 4 are currently zoned C-2.

The applicant is requesting to rezone all 4 parcels to RM-12 which would permit the proposed townhouse units. In addition, the applicant will be requesting plat approval for the entire 1.27-acre site to provide the common plan of development. The proposed plat is attached as Exhibit C. The proposed site plan is attached as Exhibit D.

Summary

A total of 12 units are proposed on the four parcels. The proposed rezoning from C-2 and RM-9 to RM-12 on all 4 parcels would support the proposed project and is consistent and compatible with adjacent uses. Additionally, the proposed RM-12 zoning would resolve the inconsistency between the current C-2 zoning and the underlying Low-Medium Residential land use designation occurring on parcels 3 and 4. The below table provides an overview of the narrative.

Parcel ID (Exhibit A)	Current Site Use	Current Land Use	Current Zoning	Proposed Zoning	Site Size	Units Permitted under Proposed Condition		Total Proposed Units	
						Land Use LM10	Zoning RM12		
Parcel 1	3 units	Low-Med Res (5-10 du/ac)	RM-9	RM-12	0.56 Ac	5.6 units	6.7 units	12 units	
Parcel 2	Vacant		RM-9						
Parcel 3	Vacant		C-2		0.71 Ac	7.1 units	8.5 units		
Parcel 4	Vacant		C-2						

ZE HOLLYWOOD
CRITERIA NARRATIVE

Rezoning

In reviewing a request for a change of zoning district designation, the applicant must demonstrate that the application is consistent with the below criteria. The Planning and Development Board shall provide a recommendation to the City Commission on whether the application substantially meets criteria a and b and meets two of more of criteria c-e.

In order for the City Commission to approve an application, it must find that the application is substantially consistent with the below criteria (meets criteria a and b and meets two of more of criteria c-e):

- a. That the petition for a change of zoning district will not result in spot zoning or contract zoning;

The proposed rezoning will not result in spot zoning or contract zoning. The proposed rezoning from C-2 and RM-9 to RM-12 is consistent and compatible with the surrounding area. The properties to the west and south are zoned for residential uses.

- b. That the proposed change is consistent with, and in furtherance of, the Goals, Objectives and Policies of the City's Comprehensive Plan;

The proposed rezoning is consistent with the Goals, Objectives and Policies of the City's Comprehensive Plan. The proposed RM-12 zoning would resolve the inconsistency between the current C-2 zoning and the underlying Low-Medium Residential land use designation. The proposed rezoning is consistent with the Comprehensive Plan as demonstrated below:

GOAL: Promote a distribution of land uses that will enhance and improve the residential, business, resort, and natural communities while allowing land owners to maximize the use of their property.

Policy 4.5: Maintain the City of Hollywood Zoning Map and Zoning and Development Regulations that provide for compatibility of adjacent land uses by rezoning or strengthening buffering requirements between land uses.

Policy 4.9: Place a priority on protecting, preserving and enhancing residential neighborhoods while incorporating the unique characteristics of redevelopment areas. (CWMP Policy CW.15 and CW.19)

- c. That conditions have substantially changed from the date the present zoning district classification was placed on the property, which make the passage of the proposed change necessary;

Two parcels were rezoned from C-2 to RM-9 in 2013 which expanded residential in the area.

- d. That proposed change will not adversely influence living conditions in the neighborhood; and

The proposed rezoning will not adversely influence living conditions in the neighborhood. Residential uses exist in the vicinity of the site. The proposed residential project will have a positive influence on the subject site and surrounding area as it will add new housing that will enhance the neighborhood. Additionally, rezoning the site from C-2 to RM-12 will eliminate the current conflicting land use (residential)/zoning (commercial) scenario.

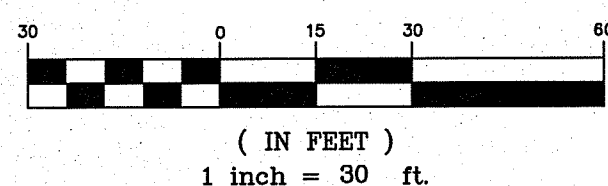
- e. That the proposed change is compatible with the development(s) within the same district/neighborhood.

The proposed rezoning from C-2 and RM-9 to RM-12 is compatible with the surrounding area. The surrounding area consists of residential and commercial uses. Residential uses are adjacent to the west and south and future residents will help support the nearby commercial uses.



prepared by:
McLAUGHLIN ENGINEERING COMPANY (LB#285)
1700 N.W. 64th STREET, SUITE 400
FORT LAUDERDALE, FLORIDA, 33309
PHONE: (954) 763-7611 FAX: (954) 763-7615

GRAPHIC SCALE



TREE SYMBOLS

INDICATES DIAMETER± (D.B.H.)

- GUMBO LIMBO
- OAK TREE
- PALM TREE
- PINE TREE

LEGEND

- Δ = CENTRAL ANGLE (DELTA)
- A OR L = ARC LENGTH
- CH.BRG. = CHORD BEARING
- TAN.BRG. = TANGENT BEARING
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- W/MCL CAP. = WITH McLAUGHLIN ENGINEERING CO. CAP
- P.R.M. = PERMANENT REFERENCE MONUMENT
- CONC. = CONCRETE
- C.B.S. = CONCRETE, BLOCK AND STUCCO
- I.C.V. = IRRIGATION CONTROL VALVE
- W.M. = WATER METER
- B.F.P. = BACK FLOW PREVENTOR
- A.L.P. = ALUMINUM LIGHT POLE
- C.L.P. = CONCRETE LIGHT POLE
- M.L.P. = METAL LIGHT POLE
- W.L.P. = WOOD LIGHT POLE
- ELEV. = ELEVATION
- O/S = OFFSET
- A/C = AIR CONDITIONING
- CL. = CENTERLINE OF RIGHT-OF-WAY
- F.P.L. = FLORIDA POWER AND LIGHT CO.
- S.B.T. = SOUTHERN BELL TELEPHONE
- B.C.R. = BROWARD COUNTY RECORDS
- D.C.R. = DADE COUNTY RECORDS
- P.B.R. = PALM BEACH COUNTY RECORDS
- O.R. = OFFICIAL RECORDS BOOK
- PG. = PAGE
- R/W = RIGHT-OF-WAY
- C.O. = CLEAN OUT
- C.L.F. = CHAIN LINK FENCE
- P.C.D. = POLLUTION CONTROL DEVICE
- H.H. = HAND HOLE
- L.P. = LIGHT POLE
- W.P.P. = WOOD POWER POLE
- W.V. = WATER VALVE

NOTES:

- This survey reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements, road reservations or rights-of-way of record by McLaughlin Engineering Company.
- Underground improvements if any not located.
- This drawing is not valid unless sealed with an authorized surveyors seal.
- Boundary survey information does not infer Title or Ownership.
- Reference Bench Mark: Broward County Engineering Department, Bench Mark #2358, Elevation=7.10 (NGVD29) converted to 5.50 (NAVD88).
- Elevations shown refer to North American Vertical Datum (1988), and are indicated thus: Elev. = 6.90
- This property lies in Flood Zones "X", 0.2% Annual Chance of Flood Hazard and "X" Areas of Minimal Flooding, Per Flood Insurance Rate Map No. 12011C0566 H, Dated: August 18, 2014, Community Panel No. 125113.
- Elevations per North American Vertical Datum (1988) derived from National Geodetic Vertical Datum (1929) data and converted using U.S. Army Corps of Engineers software (Corpscon 6.0.1) obtained from <http://www.tech.army.mil/>

OFFICE NOTES

FIELD BOOK NO. EFB w/Worksheets,

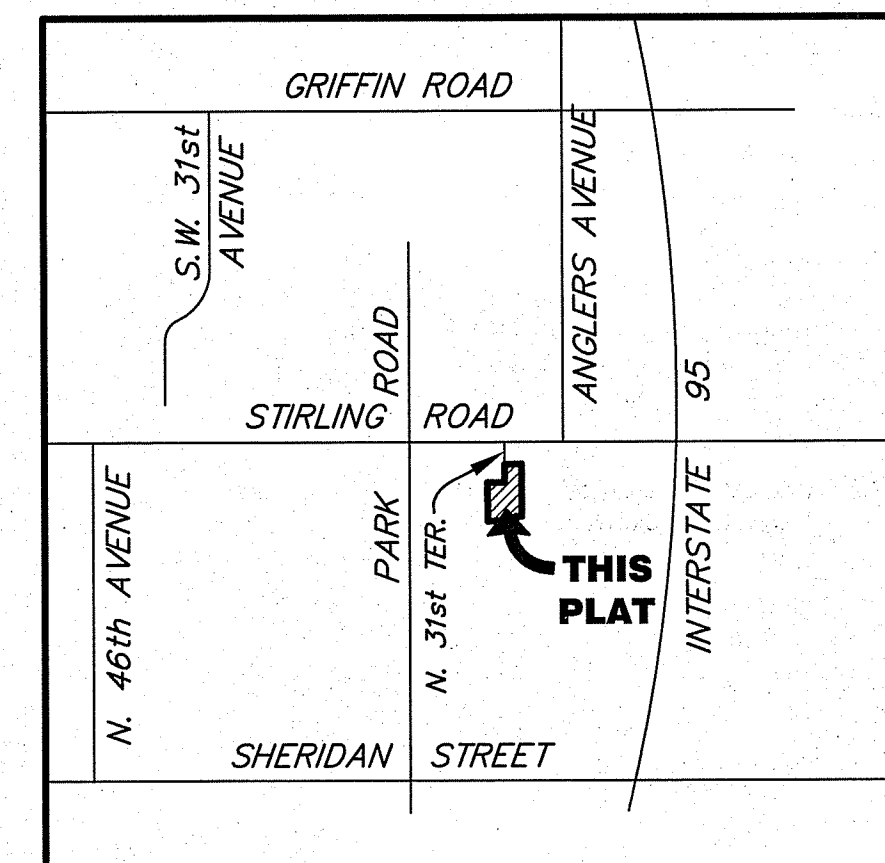
JOB ORDER NO. V-4270

CHECKED BY:

DRAWN BY: RT

RECORD LAND SURVEY

A PORTION OF N.E. 1/4, NE 1/4, SECTION 5, TOWNSHIP 51 SOUTH, RANGE 42 EAST BROWARD COUNTY, FLORIDA



Location Sketch
Not To Scale

Legal Description

A portion of the Northeast one-quarter (NE 1/4) of Section 5, Township 51 South, Range 42 East, Broward County, Florida, more fully described as follows:

Beginning at the Southwest corner of LETO ESTATES, according to the plat thereof, as recorded in Plat Book 115, Page 11, of the public records of Broward County, Florida; thence North 88°02'42" East, on the South line of said LETO ESTATES, a distance of 100.00 feet; thence South 01°41'13" East, on a line 100.00 feet East of the West line of the East 66.94 feet of the Northeast one-quarter (NE 1/4) of said Section 5, a distance of 309.99 feet; thence South 88°02'38" West, on a line 25.00 feet North of and parallel with the North line of EMERALD HILLS SECTION THREE, according to the plat thereof, as recorded in Plat Book 83, Page 27, of the public records of Broward County, Florida, a distance of 33.06 feet; thence South 01°41'13" East, on the East line of the Northeast one-quarter (NE 1/4) of the Northwest one-quarter (NW 1/4) of the Northeast one-quarter (NE 1/4) of said Section 5, a distance of 25.00 feet; thence South 88°02'38" West, on the North line of said EMERALD HILLS SECTION THREE, a distance of 167.38 feet; thence North 01°41'13" West, on the East line of Parcel "A", HOLLYWOOD OAK GROVE COMMERCE CENTER, according to the plat thereof, as recorded in Plat Book 144, Page 10, of the public records of Broward County, Florida, a distance of 226.66 feet; thence North 87°45'18" East, on a line 460.00 feet South of and parallel with the North line of said Section 5, a distance of 100.44 feet; thence North 01°41'13" West, on the Southerly extension of the West Plat Limit of said LETO ESTATES, a distance of 107.83 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Hollywood, Broward County, Florida and containing 55,463 square feet or 1.2732 acres more or less.

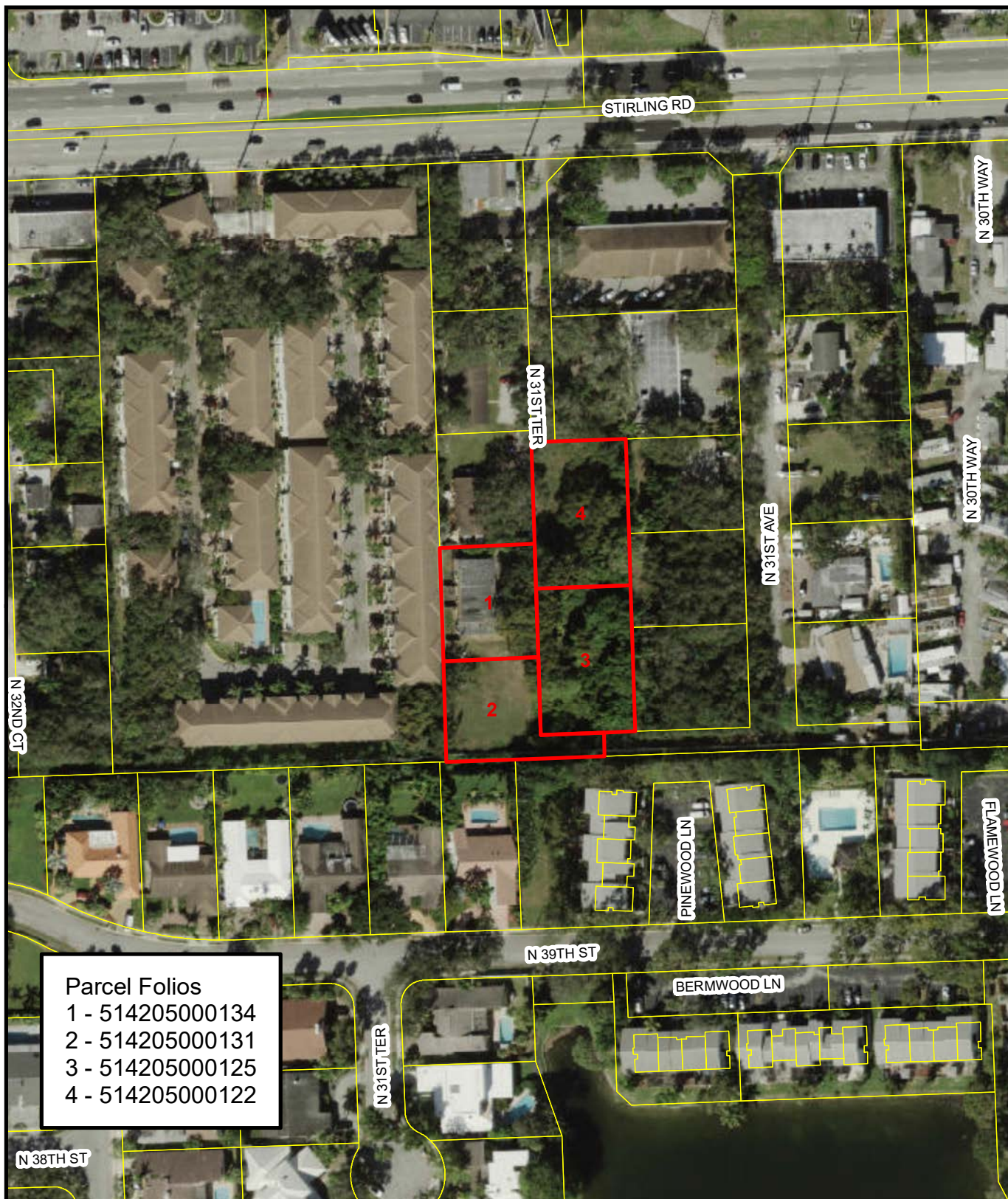
CERTIFICATION

We hereby certify that this survey meets the "Standards of Practice" as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.05 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Dated at Fort Lauderdale, Florida, this 19th day of April, 2019.

McLAUGHLIN ENGINEERING COMPANY

JERALD A. McLAUGHLIN
Registered Land Surveyor No. 5269
State of Florida.



Parcel Folios
 1 - 514205000134
 2 - 514205000131
 3 - 514205000125
 4 - 514205000122

EXHIBIT A: SUBJECT PARCELS ZE HOLLYWOOD

Legend

Subject Parcels



1 inch = 150 feet

Leigh Robinson Kerr & Associates, Inc.

808 East Las Olas Boulevard
 Suite 104
 Fort Lauderdale, FL 33301
 Ph: 954-467-6308
 E: Lkerr808@bellsouth.net

ORDINANCE NO. O-2014-19

(13-Z-11)

AN ORDINANCE OF THE CITY OF HOLLYWOOD, FLORIDA, CHANGING THE ZONING DESIGNATION OF THE PROPERTY GENERALLY LOCATED SOUTH OF STIRLING ROAD AND ADJACENT TO NORTH 31ST TERRACE, FROM LOW/MEDIUM INTENSITY COMMERCIAL (C-2) TO LOW-MEDIUM MULTIPLE FAMILY DISTRICT (RM-9); AND AMENDING THE CITY'S ZONING MAP TO REFLECT THE CHANGE IN ZONING DESIGNATION.

WHEREAS, the Zoning and Land Development Regulations provide that an application for a change of zoning may be filed; and

WHEREAS, an application (13-Z-11) by ZE Management, LLC. was filed with the Department of Planning including a request for a change of zoning district designation from Low-Medium Intensity Commercial (C-2) to Multiple Family District (RM-9) for the property generally located south of Stirling Road and east of North 31st Terrace, containing approximately 0.27 net acres as more particularly described in Exhibit "A" (subject property) attached hereto and incorporated herein by reference; and

WHEREAS, the existing subject property has a current City zoning designation of Low-Medium Intensity Commercial (C-2) and an existing Land Use Designation of Low Medium Residential; and

WHEREAS, the subject property is adjacent to Low/Medium Intensity Commercial (C-2) to the north and east, Single Family (RS-2) and Multiple Family (RM-9) to the south, and Planned Development (PD) to the west; and

WHEREAS, the Director of the Department of Planning and staff, following analysis of the application and its associated documents, has determined that the proposed change of zoning district is consistent with the Zoning and Land Development Regulations, is consistent with the City of Hollywood Comprehensive Plan and the City-Wide Master Plan, and has therefore recommended that it be approved; and

(Coding: Words in struck through type are deletions from existing law; words underscored are additions.)

WHEREAS, on April 11, 2013, the Planning and Development Board met and reviewed the above noted request for a change of zoning and have forwarded a recommendation of approval to the City Commission; and

WHEREAS, the City Commission finds that the rezoning request is consistent with the Zoning and Land Development Regulations, is consistent with the City of Hollywood's Comprehensive Plan, and is in the best interest of the citizens of the City of Hollywood;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That the applicant has presented competent substantial evidence that the requested rezoning to Low-Medium Multiple Family (RM-9) is consistent with the Zoning and Land Development Regulations, is consistent with the City of Hollywood's Comprehensive Plan, and there is no legitimate public purpose in maintaining the existing zoning.

Section 2: That the subject property as more particularly described in Exhibit "A" is hereby rezoned from the zoning designation of Low/Medium Intensity Commercial (C-2) to Low-Medium Multiple Family (RM-9).

Section 3: That the Official Zoning Map of the City of Hollywood is hereby amended to incorporate the above described change in zoning designation for the subject parcel.

Section 4: That it is the intention of the City Commission and it is hereby ordained that the provisions of this ordinance shall be made a part of the Code of Ordinances of the City of Hollywood, Florida, and the sections of the Code may be renumbered to accomplish such intention.

Section 5: That all sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 6: That if any word, phrase, clause, subsection or selection of this ordinance is for any reason held unconstitutional or valid, the invalidity thereof shall not affect the validity of any remaining portions of this ordinance.

Section 7: That this ordinance shall be in full force and effect immediately upon its passage and adoption.

Rezoning Ordinance 13-Z-11 for ZE Management, LLC.

ADVERTISED on the 5 day of Dec, 2014.

PASSED on the first reading this 5 day of Nov, 2014.

PASSED AND ADOPTED on the second reading this 17 day of Dec 2014.



PETER BOBER, MAYOR

ATTEST:


PATRICIA A. CERNY, MMC, CITY CLERK

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Hollywood, Florida, only


JEFFREY P. SHEFFEL, CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 1

The S 113' of the N, 573' of the following described parcel of real property; beginning 66.94' W of the NE corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 5, Township 51 S, Range 42 E, thence running S 673.46' to the S boundary of the said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ then W 100.43', thence N 367.22' thence E 100.42' to the place of beginning, otherwise known as the W 100.44' of the E 167.38' of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 5, Township 51 S, Range 42 E, together with a nonexclusive easement for ingress and egress over and across the E 15' of the following described property; beginning 66.94' W of the NE corner $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 5, Township 51 S, Range 42 E, thence running S 673.22' thence E 100.42 to the place of beginning otherwise known as the W 100.44' of the E 167.38' of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 5, Township 51 S, Range 42 E, said lands, situate, lying and being in Broward County, Florida. And,

Parcel 2

Beginning 66.94' W. of the NE corner $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 5, Township 51 S, Range 42 E, thence running S 673.46 to the South boundary of the said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, thence 100.43' then N 673.22' thence E 100.42 to the place of beginning; otherwise known as the W 100.44' of the E 167.38' of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 5, Township 51 S, Range 42 E, less therefrom, the N 573' thereof. Together with a non-exclusive easement for ingress and egress over and across the E 15' of the following described property: Beginning 66.94' W of the NE corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 5, Township 51 S, Range 42 E, thence running S 673.46' to the S boundary of the said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, then W 100.43', thence N 673.22' thence E 100.42' to the place of beginning, otherwise known as the W 100.44' of the E 167.38' of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 5, Township 51 S, Range 42 E said lands situate, lying and being in Broward County, Florida. And,

Parcel 3

The South 25 feet of the East 66.94 feet of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 5, Township 51 South, Range 42 East, lying and situate in Broward County, Florida.

DEDICATION

STATE OF FLORIDA SS KNOW ALL MEN BY THESE PRESENTS: That the ZE MANAGEMENT LLC, a Florida limited liability
COUNTY OF BROWARD company, owner of the lands described in and shown as included in this plat, has caused said lands to be
subdivided and platted as shown hereon, said plat to be known as **"ZE"**, being a plat of a portion of the Northeast one-quarter
(NE 1/4) of Section 5, Township 51 South, Range 42 East, City of Hollywood, Broward County Florida.

The Right-of-Way Easement shown hereon is dedicated to the public for right-of-way and right-of-way related purposes.

IN WITNESS WHEREOF: We hereunto set our hands and affix the corporate seal in the City of Plantation, County of Broward,
State of Florida, this _____ day of _____, 202_____.

ZE MANAGEMENT LLC, a Florida limited liability company

Officer: _____ Name printed: Eliyahu Zeno Title: Manager

Witness: _____ Name printed: _____

Witness: _____ Name printed: _____

ACKNOWLEDGMENT

STATE OF FLORIDA SS The foregoing instrument was acknowledged before me by means of physical presence _____ or online
COUNTY OF BROWARD notarization _____, by Eliyahu Zeno, being the MANAGER of ZE MANAGEMENT LLC, a Florida limited liability
company, to me well known to be the person described who executed the foregoing Plat and instrument of Dedication and he
acknowledged the execution thereof to be his free act and deed as such officer; and that he affixed thereto the official seal of said
corporation and that said instrument is the act and deed of said corporation.

Witness my signature and official seal at the City of Plantation, Broward County, Florida this _____ day of _____, 202_____.

NOTARY PUBLIC _____

STATE OF FLORIDA Name of Notary printed _____

My Commission Expires: _____

SEAL

CITY COMMISSION

STATE OF FLORIDA SS THIS IS TO CERTIFY: That this plat of **"ZE"** was approved and accepted by the
COUNTY OF BROWARD CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA by RESOLUTION NO. R-2021-_____, adopted this _____
day of _____, 202_____, A.D., and by said Resolution all Easements shown on this plat were accepted in the name of said City and all
previous plats of this land are canceled and superseded.

All applicable concurrency/impact fees for the construction, expansion, and/or conversion of a building within this plat shall be paid on
the date of building permit issuance.

By: _____ Josh Levy Mayor, this _____ day of _____, 202_____.

Attest: _____ Patricia A. Cerny City Clerk, this _____ day of _____, 202_____.

CITY ENGINEER

This plat is approved and accepted for record this _____ day of _____, 202_____.

By: _____ Azita Behmardi, City Engineer, Florida P.E. Registration #44388

BROWARD COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT DEPARTMENT

This plat is approved and accepted for record this _____ day of _____, 202_____.

By: _____ Director / Designee

BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING

This plat has been reviewed for conformity with Chapter 177, Part 1, Florida Statutes. This plat has been approved and accepted for record.

By: _____

Robert P. Legg, Jr. (date)
Professional Surveyor and Mapper
Florida Registration Number: LS4030

By: _____

Alejandro S. Perez (date)
Acting County Engineer
Florida Professional Engineer
Registration Number 33217

BROWARD COUNTY PLANNING COUNCIL

THIS IS TO CERTIFY: That the Broward County Planning Council approved this plat subject to its compliance with dedication of right-of-way

for trafficways this _____ day of _____, 202_____. By: _____ Chairperson This
plat complies with the approval of the Broward County Planning Council of the above date and is approved and accepted for record

this _____ day of _____, 201_____. By: _____ Executive Director or Designee

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT – COUNTY RECORDS DIVISION – MINUTES SECTION

THIS IS TO CERTIFY: That this plat complies with the provisions of Chapter 177, FLORIDA STATUTES, and was accepted for record by the Board of County
Commissioners of Broward County, Florida, this _____ day of _____, 202_____.

By: _____ Mayor – County Commission

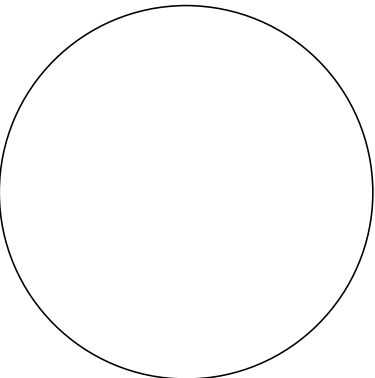
SURVEYOR'S CERTIFICATE

STATE OF FLORIDA SS I HEREBY CERTIFY: That the attached plat is a true and correct representation of the lands recently surveyed,
COUNTY OF BROWARD subdivided and platted under my responsible direction and supervision, that the survey data shown complies with the
applicable requirements of Chapter 177, FLORIDA STATUTES, and further that the PERMANENT REFERENCE MONUMENTS (P.R.M.'S) were set in
accordance with Section 177.091 of said Chapter 177, on this _____ day of _____, 20_____. This plat conforms to all
applicable sections of Chapter 5J-17.05, FLORIDA ADMINISTRATIVE CODE. This plat dated at Fort Lauderdale, Florida, this 4th day of January, 2021.

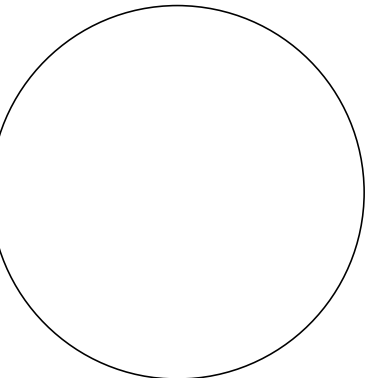
"ZE"
A PLAT OF A PORTION OF
THE NORTHEAST ONE-QUARTER (NE 1/4),
SECTION 5, TOWNSHIP 51 SOUTH,
RANGE 42 EAST, CITY OF HOLLYWOOD,
BROWARD COUNTY, FLORIDA
JANUARY 2021



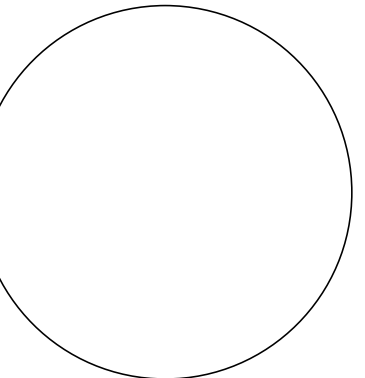
City Engineer's
Seal



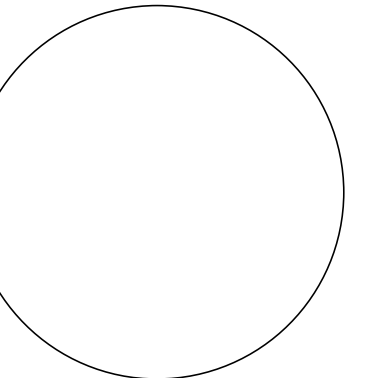
City of Hollywood
Corporate Seal



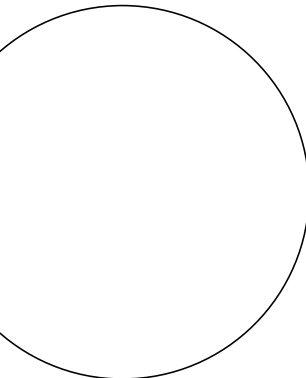
Robert P. Legg, Jr.
Surveyor's Seal



Alejandro S. Perez
Engineer's Seal

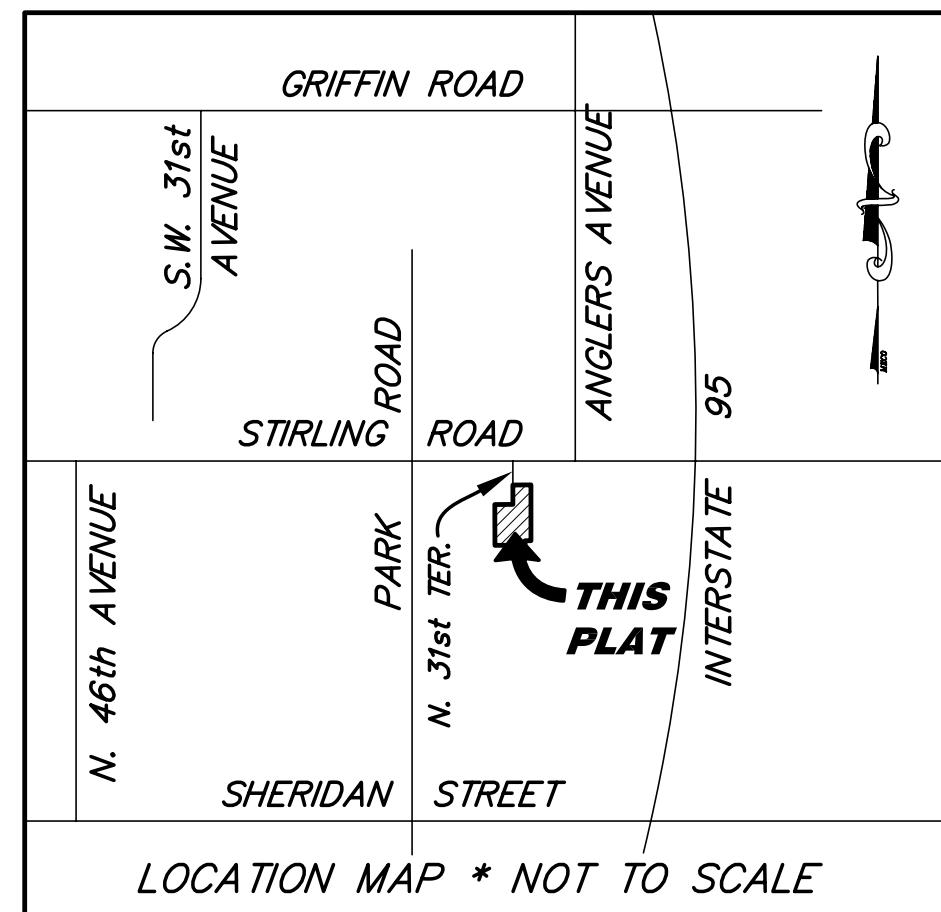


James M.
McLaughlin Jr.
Surveyor's Seal



By: J. M. McLaughlin Jr.

James M. McLaughlin Jr.
Registered Land Surveyor No. LS4497
State of Florida.
for McLAUGHLIN ENGINEERING COMPANY
1700 N.W. 64th STREET, SUITE 400
Fort Lauderdale, Florida 33309
Certificate of Authorization
Number: LB 285



LEGEND:

- P.R.M. — indicates Permanent Reference Monument (4"x4"x24" Concrete monument w/brass disk stamped "McLaughlin Eng. Co."—L.B. 285)
- N.I.C. PRM — indicates Nail in Cap P.R.M. #285 set in impervious surface
- NO. — indicates number
- L.B. — indicates Licensed Business Number
- P.B. PG. — indicates Plat Book & Page
- B.C.R. — indicates Broward County Records
- O.R., PG., — indicates Official Record, Page
- ⊙ — indicates centerline

PARCEL "A", HOLLYWOOD OAK GROVE COMMERCE CENTER (PLAT BOOK 144, PG. 10, B.C.R.)

EAST LINE, PARCEL "A" (PLAT BOOK 144, PG. 10, B.C.R.) & PLAT LIMIT

N01°41'13"W 226.66'

SET P.R.M. #285

460.00'

53.00'

NORTH LINE, SECTION 5-51-42

2064.50'

S87°45'18"W

NORTHEAST CORNER, SECTION 5-51S.-42E.

STIRLING ROAD

53' RIGHT-OF-WAY

(O.R. 8508, PG. 791, B.C.R.)

N02°14'42"W

FOUND 1/2" IRON ROD (NO I.D.)

WEST PLAT LIMIT

(P.B. 115, PG. 11, B.C.R.)

15' EXISTING ROADWAY

N01°41'13"W 299.19'

FOUND 1/2" IRON ROD (NO I.D.)

POINT OF BEGINNING SW CORNER LETO ESTATES (P.B. 115, 11, B.C.R.) SET P.R.M. #285

N01°41'13"W 107.83'

PLAT LIMIT

50.00'

N42°44'25"E

50.00'

RIGHT-OF-WAY EASEMENT (7,268 SQ. FT.)

PLAT LIMIT

50.00'

N01°57'18"W

50.00'

PLAT LIMIT

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PLAT LIMIT

PARCEL "A" 55,463 SQUARE FEET 1.2732± ACRES

EAST LINE OF THE NE 1/4, NW 1/4, NE 1/4, SECTION 5-51-42 & PLAT LIMIT

SET P.R.M. #285

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PLAT LIMIT

S88°02'38"W

167.38'

30' PLANTING, SCREENING & WALKWAY EASEMENT (P.B. 83, PG. 27, B.C.R.)

10' UTILITY EASEMENT (P.B. 83, PG. 27, B.C.R.)

25.00'

S01°41'13"E

33.06'

S88°02'38"W

25' RIGHT-OF-WAY

SET P.R.M. #285

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8' UTILITY EASEMENT (P.B. 144, PG. 10, B.C.R.)

SET P.R.M. #285

167.38'

S88°02'38"W

30' PLANTING, SCREENING & WALKWAY EASEMENT (P.B. 83, PG. 27, B.C.R.)

10' UTILITY EASEMENT (P.B. 83, PG. 27, B.C.R.)

25.00'

S01°41'13"E

33.06'

S88°02'38"W

25' RIGHT-OF-WAY

SET P.R.M. #285

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6' UTILITY EASEMENT (P.B. 83, PG. 27, B.C.R.)

167.38'

S88°02'38"W

30' PLANTING, SCREENING & WALKWAY EASEMENT (P.B. 83, PG. 27, B.C.R.)

10' UTILITY EASEMENT (P.B. 83, PG. 27, B.C.R.)

25.00'

S01°41'13"E

33.06'

S88°02'38"W

25' RIGHT-OF-WAY

SET P.R.M. #285

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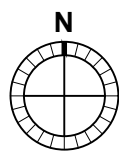

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[illegible]

P.A. Architect, INC.
ARCHITECTURAL PLANNING DESIGN

5450 GRIFFIN ROAD, SUITE B
DAVIE, FLORIDA 33314
Tel: (954) 584-6880 Fax: (954) 581-2631
e-mail: paguirre@pa-architect.com
FLORIDA LICENSE AA-26001926

**NEW 2 STORY DUPLEX
RESIDENCE**

ZE MANAGEMENT, LLC
4100 N 31st TERRACE
HOLLYWOOD, FL 33021

CLIENT:
ELI ZENO

DESIGNED BY:
PHILIP D. AGUIRRE

DRAWN BY: I.N.

CHKD BY: P.D.A.	ISSUE DATE: 08-19-19
--------------------	-------------------------

DATE:
PHILIP D. AGUIRRE, R.A.
FL-AR0092740

ACAD DWG
SERVER.../Z/
ZENO, ELI

PROJ No.
2017-77

SHEET
SP-1

Leigh Robinson Kerr & Associates, Inc.

Member, American Institute of Certified Planners

July 13, 2021

Deandrea Moise
Planning Administrator
City of Hollywood
Division of Planning and Urban Design
2600 Hollywood Blvd, Suite 315
Hollywood, FL 33022-9045

Re: Community Outreach Summary – ZE Rezoning 21-L-06

Dear Ms. Moise:

On behalf of ZE Management (“Applicant”), please consider this letter as a summary of community outreach efforts undertaken in relation to proposed rezoning application 21-L-06.

At 6:00 pm on June 29, 2021, a virtual meeting was held. Notice was sent to all property owners within the City’s required notice radius. Refer to attached certified notification documentation. No Homeowner’s Associations (HOAs) were noticed as there are no HOAs within 500 feet of the subject property. Approximately four (4) members of the public participated in the meeting. Refer to attached meeting summary.

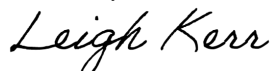
During the meeting, Leigh R. Kerr, AICP presented the rezoning proposal using a Powerpoint Presentation. The presentation materials are attached. Mr. Kerr also fielded questions and comments from the participants. Type of ownership (fee simple v. condo), access to the site (31st Ave/Terr), the proposed cul-de-sac, tree preservation, and type of separation between the subject site and properties to the south were the main topics of discussion. Mr. Kerr also noted an application for plat approval is also under consideration. Refer to attached meeting summary for further detail.

Two (2) participants offered their support for the proposal.

A copy of the meeting video is available upon request.

If you should have any questions or require additional information, please do not hesitate to contact me.

Sincerely,



Leigh R. Kerr, AICP
President

Attachments

• Planning • Zoning • Land Use • Expert Testimony •

808 East Las Olas Boulevard, Suite 104, Fort Lauderdale, Florida 33301

Phone (954) 467-6308 Fax (954) 467-6309

lkerr808@bellsouth.net • www.LeighRobinsonKerr.com

Established 1985

ZE Hollywood

Neighborhood Meeting Summary

Meeting Held June 29, 2021 at 6:00 pm via Zoom

Attendees – Applicant

- Leigh Kerr
- Kelly Ray

Neighborhood Attendees

- Ronald Mote
- Dino DiArtist
- Maria
- Ida Leighton

Comments/Discussion (response)

- Ownership – Fee simple v. Condo (TBD)
- Will rezoning apply to any other surrounding properties? (no)
- Why cul-de-sac? (Per City for fire/utility access)
- Will old oak trees near access/cul de sac stay? (Need to meet City tree ordinance)
- Will TH be 2-story with a garage? (determined at site plan)
- Will there be any access from 31st AVE? (no, only 31st Terr)
- Will road be out/in? (yes)
- Will there be a fence/wall b/t the subject site and Lakes of Emerald? (fence existing, TBD at site plan)
- Ron Mote – Supports
- Maria - Supports



CERTIFICATION LETTER

City of Hollywood

Date: June 11 2021

Applicant: ZE Management, LLC

Legal Description: Un-Platted portion of land located in Section 5 Township 51 Range 42 City of Hollywood, Broward County, Florida.

Address or General Location: south end of N. 31 Terrace approximately 300 feet south of Stirling Road

This letter certifies that the attached list of property owners was prepared using the latest tax folio rolls supplied by the Broward County Property Appraisers Office as of June 8, 2021. This list includes all properties and civic associations within 500 feet from each property line of the subject site in regulations.

This letter also certifies that the attached Community Meeting Invitation was sent to the persons on the list of property owners. The notice was mailed June 11, 2021.

Finally, this letter certifies that the site was posted with 2 notice signs that meet the City of Hollywood notification regulations. The signs were posted June 11, 2021.

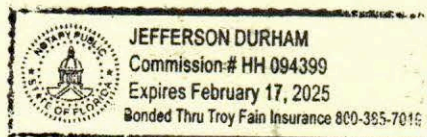
Thank You,

A blue ink signature of Christina Mathews.

Christina Mathews

Sworn and subscribed before me this 11th day of June, 2021.

A blue ink signature of the Notary.

Signature of Notary

1025 Yale Drive
Hollywood, Florida 33021
954-920-2205

Email: cutroplanning@yahoo.com

YOU'RE INVITED TO A VIRTUAL NEIGHBORHOOD MEETING

Tuesday, June 29, 2021 AT 6:00 P.M. VIA ZOOM

The applicant, ZE Management, is the owner of property encompassing +/- 1.27 acres depicted below. The property is located at the south end of N. 31st Terrace approximately 300 feet south of Stirling Road. N. 31st Terrace serves as the only access to this property via existing right-of-way.



Proposed Use

The applicant proposes to develop 9 townhouse units which will result in the 12-unit development (3 existing). The applicant is requesting to rezone the site to RM-12 which would permit the proposed townhouse units. In addition, the applicant will be requesting plat approval for the entire 1.27-acre site to provide the common plan of development. The proposed site plan is attached.

Contact for additional info:

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Zoom Meeting Information

Please use the below information to join the virtual meeting via ZOOM:
(Note: You may need to download the free Zoom app to your device)

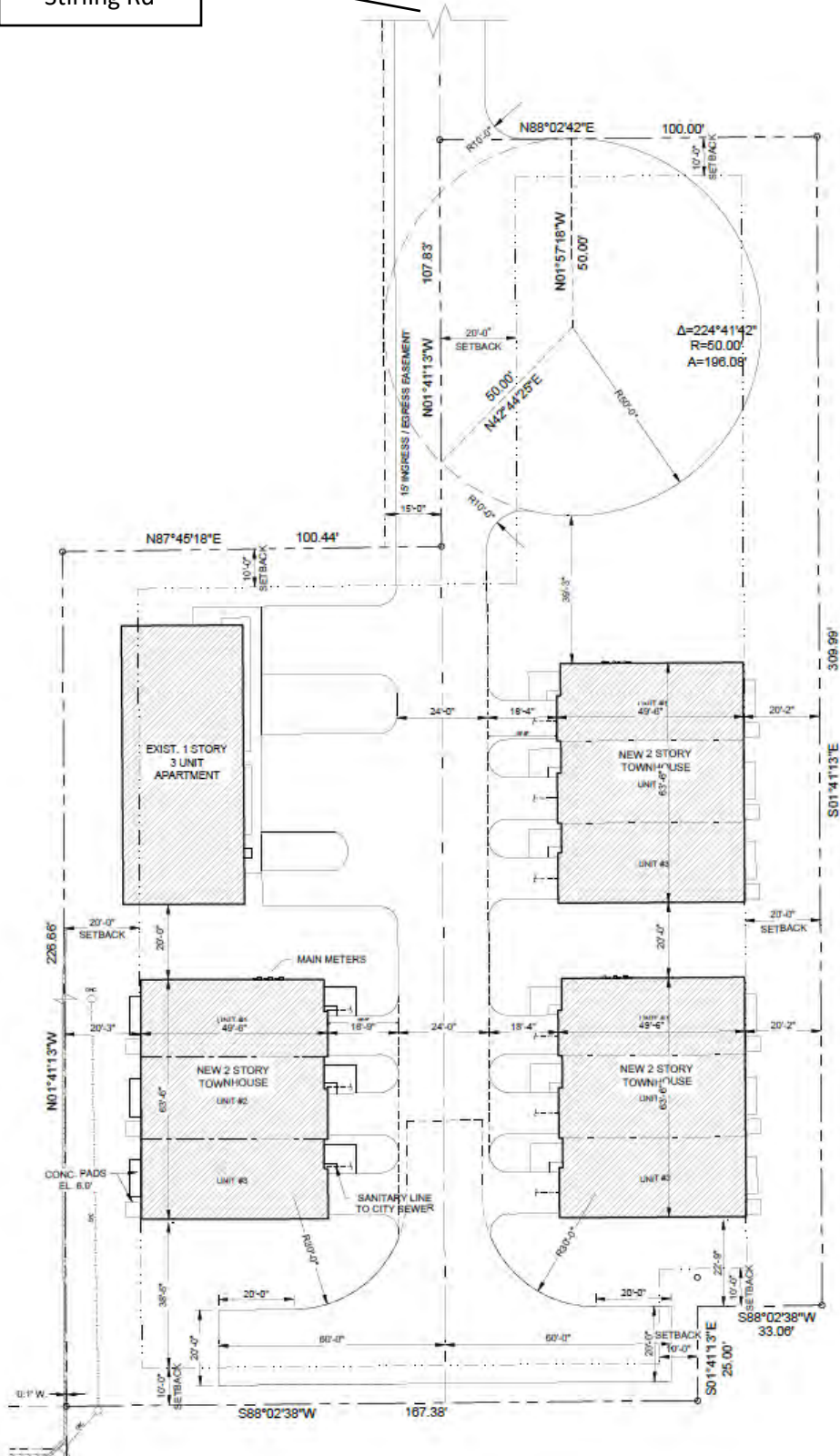
Tuesday June 29, 2021

6:00 PM

Meeting ID: 872 2246 3709

Passcode: 614168

Access to
Stirling Rd



SITE PLAN
SCALE: 1" = 20'



FOLIO_NUMB	NAME	ADDRESS_LI	CITY	STATE	ZIP	ZIP4	LEGAL
504232010850	DABBY PROPERTIESDABBY,KAREN %AUERBACH ASSOC INC	450 N PARK RD STE 502	HOLLYWOOD	FL	33021		REED LAND CO SUB 2-32 D 32-50-42LOT 13 S 350 LESS E 125 OF W 185OF N 136 THEREOF & LESS W 60 &LESS PT LYING WITHIN 53 OFS/L FOR RD & LESS PT LYING SWLYOF 25 RAD ARC TANG TO E/L OFSW 25 AVE & TANG TO N/L OFS 53 OF SEC BLK 4
504232010860	FLORIDA POWER & LIGHT COATTN PROPERTY TAX - PSX/JB	700 UNIVERSE BLVD	JUNO BEACH	FL	33408		REED LAND CO SUB 2-32 D 32-50-42LOT 15 LESS N 915 & LESS E 300OF LOT 15 EXCEPT N 915 & LESSS 53 FOR R/W BLK 4
504232010880	BROWARD COUNTYBOARD OF COUNTY COMMISSIONERS	115 S ANDREWS AVE RM 501-RP	FORT LAUDERDALE	FL	33301	1801	REED LAND CO SUB 2-32 D 32-50-32PORT OF TRACT 14 BLK 4 LYINGWITHIN S 53 OF SAID TRACT
504232410010	BRE JUPITER SOUTHEAST FL LLC	PO BOX A3879	CHICAGO	IL	60690		LAKEVIEW WAREHOUSES PLAT1ST ADDITION 125-42 BPARCEL "A"
504232470010	STIRLING LTC ASSOCIATES LLC	2415 STIRLING RD	FORT LAUDERDALE	FL	33312	6520	STIRLING CORPORATE PARK 130-30 BPT OF PARCEL A DESC AS,BEG ATSW COR OF PAR A,ELY 23,NLY 12,ELY 95.82,NLY 25,WLY 3.00,NLY54.90,WLY 0.33,NLY 115.00,WLY4.67,NLY 90.07,WLY 106.51 TONW COR OF PAR A,SLY 297.00 TOPOB
504232470020	2411 STIRLING HOLDINGS LLC	1800 E SUNRISE BLVD	FORT LAUDERDALE	FL	33304		STIRLING CORPORATE PARK 130-30 BPARCEL A LESS PT DESC AS,BEG ATSW COR OF PAR A,ELY 23,NLY 12,ELY 95.82,NLY 25,WLY 3.00,NLY54.90,WLY 0.33,NLY 115.00,WLY4.67,NLY 90.07,WLY 106.51 TONW COR OF PARCEL A,SLY 297.00TO POB LESS POR DESC AS BEG ATSE COR SAID PAR A,W 71.77,CONTW 13.57,NW 295.16,E 89.25,S 297
504232470030	ALABAMA LAND & TIMBER CO% RODD R BUELL	11883 MAIDSTONE DR	WELLINGTON	FL	33414	7008	STIRLING CORPORATE PARK 130-30 BPT OF PARCEL A DESC AS,BEG ATSE COR OF PAR A,W 71.77,CONTW 13.57,NW 295.16,E 89.25 TO NECOR OF PARCEL A,S ALG E/L FOR297.00 TO POB,LESS PT DESC'D ASCOMM AT SE COR SAID PAR,N 64.91,W 15.11 TO POB,CONT W 24.53,SE53.07,ELY 12.07,NLY 51.75 TO POBAKA:
504232470031	CAROLE ANN FEWELL REV TR	288 ARAGON AVE SUITE C	CORAL GABLES	FL	33134	5049	STIRLING CORPORATE PARK 130-30 BPART OF PARCEL A DESC'D AS,COMMAT SE COR OF PARCEL A,N ALG E/LFOR 64.91,W 15.11 TO POB,CONTW 24.53,SELY 53.07,ELY 12.07,N 51.75 TO POB
504232470040	PUBLIC LAND % CITY OF HOLLYWOODOFFICE OF BUSINESS & INTL TRADE	2600 HOLLYWOOD BLVD #212	HOLLYWOOD	FL	33020	4807	STIRLING CORPORATE PARK 130-30 BR/W DEDICATED BY PLAT
514205000020	SEHNERT,TRENT ISEHNERT,ZORAIDA R	4211 N 31 AVE	HOLLYWOOD	FL	33021		5-51-42S 115 OF N 345 OF E 130 OF W1/2OF NW1/4 OF NE1/4 OF NE1/4
514205000030	VASILE,MARIA	4101 N 31 AVE	HOLLYWOOD	FL	33021	2011	5-51-42S 105 OF N 450 OF E 130 OF W1/2OF NW1/4 OF NE1/4 OF NE1/4
514205000040	GLEASON,KEVIN C	4121 N 31 AVE	HOLLYWOOD	FL	33021	2011	5-51-42S 105 OF N 555 OF E 130 OF W1/2OF NW1/4 OF NE1/4 OF NE1/4
514205000050	VASILE,MARIA	4101 N 31 AVE	HOLLYWOOD	FL	33021	2011	5-51-42E 130 OF W1/2 OF NW1/4 OF NE1/4OF NE1/4 LESS N 555 & LESS S 25
514205000060	ROBINSON,WILLIE M	4100 N 31 AVE	HOLLYWOOD	FL	33021	2012	5-51-42N 110 OF S 135 OF W1/2 OF NW1/4OF NE1/4 OF NE1/4 LESS E 180 &LESS W 33.06 - SAME AS OR1221/269
514205000070	EWING,ELMER EEWING,MARILYN	4210 N 31 AVE	HOLLYWOOD	FL	33021	2014	5-51-42N 100 OF S 335 OF W1/2 OF NW1/4OF NE1/4 OF NE1/4 LESS E 180 &LESS W 33.06 SAME AS OR 1166/194
514205000110	HAY,LEA	4100 N 32 CT	HOLLYWOOD	FL	33021		5-51-42S 100 OF W 49.5 OF NE1/4 OFNW1/4 OF NE1/4

514205000122	ZE MANAGEMENT LLC	3009 NE 19TH ST	FORT LAUDERDALE	FL	33305	1801	5-51-42E 66.94 OF N 155 OF S 335OF NE1/4 OF NW1/4 OF NE1/4 &W 33.06 OF N 155 OF S 335OF NW1/4 OF NE1/4 OF NE1/4AKA LOT 10 PAR B
514205000123	JOHN A LETO REV LIV TRLETO,JOHN A SR TRSTEE	3100 STIRLING ROAD	HOLLYWOOD	FL	33021		5-51-42N 100 OF S 235 OF W1/2 OF NW1/4OF NE1/4 OF NE1/4 LESS W 33.06& LESS E 180
514205000125	ZE MANAGEMENT LLC	3009 NE 19TH ST	FORT LAUDERDALE	FL	33305	1801	5-51-42N 155 OF S 180 OF W 100 OF THEFOLL DESC E 66.94 OF NE1/4 OFNW1/4 OF NE1/4 & W1/2 OF NW1/4OF NE1/4 OF NE1/4
514205000130	MOTE,RONALD C	4027 PIERCE ST	HOLLYWOOD	FL	33021	5942	5-51-42S 157 OF N 210 OF FOLLOWING BEG66.94 W OF NE COR OF NE1/4OF NW1/4 OF NE1/4,S 673.46,W 100.43,N 673.22,E 100.42TO POB
514205000131	ZE MANAGEMENT LLC	3009 NE 19TH ST	FORT LAUDERDALE	FL	33305	1801	5-51-42W 100.43 OF E 167.36 OF NE1/4OF NW1/4 OF NE1/4 LESS N 573 &S 25 OF E 66.94 OF NE1/4 OFNW1/4 OF NE1/4
514205000132	MOTE,RONALD C	4027 PIERCE ST	HOLLYWOOD	FL	33021	5942	5-51-42S 130 OF N 340 OF FOLLOWINGBEG 66.94 W OF NE COR OF NE1/4OFNW1/4 OF NE1/4,S 673.46,W 100.43,N 673.22,E 100.42TO POB
514205000133	MOTE,RONALD C	4027 PIERCE ST	HOLLYWOOD	FL	33021	5942	5-51-42S 120 OF N 460 AS DESC,BEG66.94 W OF NE COR OF NE1/4OF NW1/4 OF NE1/4,S 673.46W 100.43,N 673.22,E 100.44TO POB
514205000134	ZE MANAGEMENT LLC	3009 NE 19TH ST	FORT LAUDERDALE	FL	33305	1801	5-51-42THE S 113 OF N 573 OF THE FOL,BEG 66.94 W OF NE COR OF NE1/4OF NW1/4 OF NE1/4 OF SEC 5,S673.46,WLY 100.43,N 673.22,E 100.42 TO POB
514205000150	GOTTLIEB,CHARLOTTE	125 N 46 AVE	HOLLYWOOD	FL	33021	6601	5-51-42S 77 OF N 130 OF E 99.5 OFW 149 OF NE1/4 OF NW1/4 OFNE1/4
514205000160	MIELKE,CHYRIE D	4221 N 32 CT	HOLLYWOOD	FL	33021	2020	5-51-42S 100 OF N 230 OF E 99.5 OFW 149 OF NE1/4 OF NW1/4 OF NE1/4
514205000170	LESHEM,ANN	4211 N 32 COURT	HOLLYWOOD	FL	33021		5-51-42E 50 OF W 149 OF NE1/4 OF NW1/4OF NE1/4 LESS N 230 & LESS S 330& E 49.5 OF W 99 OF NE1/4 OFNW1/4 OF NE1/4 LESS N 230 & LESSS 430
514205000200	KEBERDLE,OLGA &D'AVIGNON,CHERYL	826 SW 27 ST	FORT LAUDERDALE	FL	33315	2636	5-51-42S 130 OF E 99.5 OF W 149 OFNE1/4 OF NW1/4 OF NE1/4
514205000210	TOMPKINS,HOPE	4121 N 32 CT	HOLLYWOOD	FL	33021	2018	5-51-42N 113 OF S 243 OF E 99.5 OFW 149 OF NE1/4 OF NW1/4 OF NE1/4
514205000220	MANDELL,CHARLES S & RICCI	3220 STIRLING ROAD	HOLLYWOOD	FL	33021	2041	5-51-42N 87 OF S 330 OF E 99.5 OF W 149OF NE1/4 OF NW1/4 OF NW1/4
514205000230	LESHEM,ANN	4211 N 32 CT	HOLLYWOOD	FL	33021		5-51-42N 100 OF S 430 OF E 49.5 OFW 99 OF NE1/4 OF NW1/4 OF NE1/4
514205000251	TINARO,LILIA & RICHARD V	1221 SEA PLUME WAY	SARASOTA	FL	34242	2646	5-51-42N 250 OF S 350 OF W 49.5 OFNE1/4 OF NW1/4 OF NE1/4
514205000470	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309	3421	5-51-42PORTION OF STIRLING ROAD (ST RD848) FROM W/L OF SEC 5 ELY TO WR/WL CSX RR AS PER MISC MB 8-2LESS ORS 6886/126 & 6886/135
514205000480	CITY OF HOLLYWOODDEPT OF COMMUNITY & ECONOMIC DEV	2600 HOLLYWOOD BLVD #206	HOLLYWOOD	FL	33020	4807	5-51-42W 50' OF E 180 & S 25' OF W 1/2OF NW1/4 OF NE 1/4 OF NE 1/4 OFSEC 5 LESS STIRLING RD R/W
514205060010	PINECREST ASSOCIATES INC%MIDLAND LOAN SERVICES TAX DEPT	6400 TELEGRAPH RD #2000	BLOOMFIELD TOWNSHI	MI	48301		SARRINGTON PARK 32-19 BTRACT A LESS PT DESC IN OR 8514PG 447 FOR RD R/W,TOG WITHMELLVEN PARK AMEN PLAT 14-60 BLOTS 28,29,30 & 31 BLK 2
514205070930	SETTON,JOSEPH & RACHEL	3790 N 32 AVE	HOLLYWOOD	FL	33021	2614	EMERALD HILLS SEC 3 83-27 BLOT 3 BLK 3
514205070940	LEIGHTMAN,RAYMOND &LEIGHTMAN,IDA	3800 N 32 AVE	HOLLYWOOD	FL	33021	2615	EMERALD HILLS SEC 3 83-27 BLOT 4 BLK 3
514205070950	MANN,JOSHUA & ALISA	3810 N 32 AVE	HOLLYWOOD	FL	33021		EMERALD HILLS SEC 3 83-27 BLOT 5 BLK 3
514205070960	SUSTERMAN,DANIEL SASHA & ESTHER	3870 N 31 TERR	HOLLYWOOD	FL	33019		EMERALD HILLS SEC 3 83-27 BLOT 6 BLK 3
514205070970	COLLINS,STUART M &COLLINS,YOLANDA	3860 N 31 TER	HOLLYWOOD	FL	33021	2611	EMERALD HILLS SEC 3 83-27 BLOT 7 BLK 3

514205070980	BARRETT,JAMES H & COULTER,RACHEL A	3850 N 31 TER	HOLLYWOOD	FL	33021	2611	EMERALD HILLS SEC 3 83-27 BLOT 8 BLK 3
514205070990	DAYAN,LIAT & ODEDD	3830 N 31 TER	HOLLYWOOD	FL	33021		EMERALD HILLS SEC 3 83-27 BLOT 9 BLK 3
514205071000	HESS,BARRETT	3841 N 31 TER	HOLLYWOOD	FL	33021		EMERALD HILLS SEC 3 83-27 BLOT 10 BLK 3
514205071010	BIRKEN,GARY AGIANOS,BARBARA	3851 N 31 TER	HOLLYWOOD	FL	33021	2610	EMERALD HILLS SEC 3 83-27 BLOT 11 BLK 3
514205071020	SHAPIRO,HOWARD N & FRANCES R	3861 N 31 TER	HOLLYWOOD	FL	33021	2610	EMERALD HILLS SEC 3 83-27 BLOT 12 BLK 3
514205071030	BEN,LAWRENCE S & ROSE C	3871 N 31 TER	HOLLYWOOD	FL	33021	2610	EMERALD HILLS SEC 3 83-27 BLOT 13 BLK 3
514205071042	FAMILY TNHSES OF LKS EMERALD HLS% V I P MANAGEMENT CORP	2950 N 28 TER	HOLLYWOOD	FL	33020		EMERALD HILLS SEC 3 83-27 BPORTION BLK 4 DESC AS COMM NWCOR OF SAID BLK,ELY 14.50 TOPOB,CONT ELY 213.50,SLY 47,WLY213.50,NLY 47 TO POB BLK 4
514205071043	FAMILY TNHSES OF LKS EMERALD HLS% TROPICAL PARK MGMT	2950 N 28 TER	HOLLYWOOD	FL	33020		EMERALD HILLS SEC 3 83-27 BBLK 4 COMM NW COR OF BLK 4,ELY228 TO POB,CONT ELY 164.50,SLY47,WLY 164.50,NLY 47 TO POBDESC IN OR 6678/145
514205071960	EIGLARSH,MARK H/EEIGLARSH,BETH	3201 N 38 ST	HOLLYWOOD	FL	33021	2653	EMERALD HILLS SEC 3 83-27 BLOT 1 BLK 9
514205071970	RESNICK,MALCOLM L & MARLENE	3155 N 39 ST	HOLLYWOOD	FL	33021	2024	EMERALD HILLS SEC 3 83-27 BLOT 1 BLK 10& W 100 OF E 500 OF PARCEL A
514205071980	KANE,JOHATHAN & RANDI	3151 N 39 ST	HOLLYWOOD	FL	33021	2024	EMERALD HILLS SEC 3 83-27 BLOT 2 BLK 10& E 80 OF E 400 OF PARCEL A
514205071990	ASSOULINE,ERICROGATINSKY,IRIS	3149 N 39 ST	HOLLYWOOD	FL	33021	2024	EMERALD HILLS SEC 3 83-27 BLOT 3 BLK 10& W 80 OF E 320 OF PARCEL A
514205072000	DEMETRIOU,VICTOR	3141 N 39 ST	HOLLYWOOD	FL	33021		EMERALD HILLS SEC 3 83-27 BLOT 4 BLK 10& W 80 OF E 240 OF PARCEL A
514205072010	LANG,GALEGALE LANG REV TR	3133 N 39 ST	HOLLYWOOD	FL	33021	2024	EMERALD HILLS SEC 3 83-27 BLOT 5 BLK 10& W 80 OF E 160 OF PARCEL A
514205072020	GRECK,TODD	3125 N 39 ST	HOLLYWOOD	FL	33021	2024	EMERALD HILLS SEC 3 83-27 BLOT 6 BLK 10& E 80 OF PARCEL A
514205072031	FAMILY TOWNHOUSES OFTHE LAKES OF EMERALD HILLS INC	2950 N 28 TER	HOLLYWOOD	FL	33020		EMERALD HILLS SEC 3 83-27 BPORTION BLK 11 DESC AS COMMSW COR OF SAID BLK,ELY 135TO POB,NLY 150,ELY 59.07,SELY 150,WLY 80 TO POBBLK 11
514205072032	FAMILY TNHSES OF LKS EMERALD HLS% TROPICAL PARK MGMT	2950 N 28 TER	HOLLYWOOD	FL	33020		EMERALD HILLS SEC 3 83-27 BPORTION BLK 11 DESC ASE 80 OF W 380.45 BLK 11
514205072033	FAMILY TNHSES OF LKS EMERALD HLS% TROPICAL PARK MGMT	2950 N 28 TER	HOLLYWOOD	FL	33020		EMERALD HILLS SEC 3 83-27 BCOMM SW COR OF BLK 11,ELY466.49 TO POB,NLY 150,ELY61.62,SELY 150.37 TO S/L OFBLK 11,WLY 78.65 TO POB
514205072060	THE LAKES OF EMERALD HILLS INC	3800 S OCEAN DR STE 228	HOLLYWOOD	FL	33019	2938	EMERALD HILLS SEC 3 83-27 BPARCEL ALESS THE E 500
514205072070	THE LAKES OF EMERALD HILLS INC	3800 S OCEAN DR STE 228	HOLLYWOOD	FL	33019	2938	EMERALD HILLS SEC 3 83-27 BPARCEL B
514205072080	THE LAKES OF EMERALD HILLS INC	3800 S OCEAN DR STE 228	HOLLYWOOD	FL	33019	2938	EMERALD HILLS SEC 3 83-27 BPARCEL C
514205072140	THE LAKES OF EMERALD HILLS INC	3800 S OCEAN DR STE 228	HOLLYWOOD	FL	33019	2938	EMERALD HILLS SEC 3 83-27 BPARCEL J (PRIVATE LAKE)
514205072160	PUBLIC LAND % CITY OF HOLLYWOODOFFICE OF BUSINESS & INTL TRADE	2600 HOLLYWOOD BLVD #212	HOLLYWOOD	FL	33020	4807	EMERALD HILLS SEC 3 83-27 BALL THOROUGHFARES AS DEDICATEDPER PLAT
514205160010	JOAN LETO TR	3100 STIRLING ROAD	HOLLYWOOD	FL	33021		LETO ESTATES 115-11 BLOT 1
514205160020	JOHN A LETO SR TR	3100 STIRLING ROAD	HOLLYWOOD	FL	33021		LETO ESTATES 115-11 BLOTS 2,3,4,5
514205170010	MANDELL,CHARLES S & RICCI	3220 STIRLING ROAD	HOLLYWOOD	FL	33021	2041	MANDEL PLAZA 115-33 BPARCEL "A"
514205180010	MS SIRIUS LLC	21121 NE 24 CT	MIAMI	FL	33180		LETO ESTATES NO 2 120-19 BPARCEL A
514205260010	JWC DANIA LLC	334 BROADWAY	PROVIDENCE	RI	02909		HOLLYWOOD OAK GROVECOMMERCE CENTER 144-10 BPARCEL A
514205AG0010	GREENE,HEATHER	3900 PINEWOOD LN UNIT 201	HOLLYWOOD	FL	33021	2038	FAMILY TOWNHOUSES OF THE LAKESOF EMERALD HILLS PHASE 1 CONDOUNIT 201 BLDG 101PER CDO BK/PPG: 6474/779
514205AG0020	CONE,CYNTHIACYNTHIA CONE LIV TR	3902 PINEWOOD LN #202	HOLLYWOOD	FL	33021	2038	FAMILY TOWNHOUSES OF THE LAKESOF EMERALD HILLS PHASE 1 CONDOUNIT 202 BLDG 101PER CDO BK/PPG: 6474/779

514205AG0030	GERALDES,EBANO & DELIA T	3904 PINEWOOD LN #203	HOLLYWOOD	FL	33021		FAMILY TOWNHOUSES OF THE LAKESOF EMERALD HILLS PHASE 1 CONDOUNIT 203 BLDG 101PER CDO BK/PPG: 6474/779
514205AG0040	DOMINGUEZ,SEBASTIAN J & AURORA L	3906 PINEWOOD LN #204	HOLLYWOOD	FL	33021	2038	FAMILY TOWNHOUSES OF THE LAKESOF EMERALD HILLS PHASE 1 CONDOUNIT 204 BLDG 101PER CDO BK/PPG: 6474/779
514205AG0050	PINSON,ELIEZER	3908 PINEWOOD LN #205	HOLLYWOOD	FL	33021	2038	FAMILY TOWNHOUSES OF THE LAKESOF EMERALD HILLS PHASE 1 CONDOUNIT 205 BLDG 101PER CDO BK/PPG: 6474/779
514205AG0060	ROSE,JANIE	3901 PINEWOOD LANE UNIT 206	HOLLYWOOD	FL	33021	2037	FAMILY TOWNHOUSES OF THE LAKESOF EMERALD HILLS PHASE 1 CONDOUNIT 206 BLDG 102PER CDO BK/PPG: 6474/779
514205AG0070	MILCHMAN,MICHAEL	3903 PINEWOOD LANE #207	HOLLYWOOD	FL	33021	2037	FAMILY TOWNHOUSES OF THE LAKESOF EMERALD HILLS PHASE 1 CONDOUNIT 207 BLDG 102PER CDO BK/PPG: 6474/779
514205AG0080	BLUMIN,GARYSHARON R BLUMIN REV TR	3905 PINEWOOD LN	HOLLYWOOD	FL	33021		FAMILY TOWNHOUSES OF THE LAKESOF EMERALD HILLS PHASE 1 CONDOUNIT 208 BLDG 102PER CDO BK/PPG: 6474/779
514205AG0090	COHEN,LEVI & MARINA	18 GAMLA RD	*MAPLE ON	CA	L6A 0	W3	FAMILY TOWNHOUSES OF THE LAKESOF EMERALD HILLS PHASE 1 CONDOUNIT 209 BLDG 102PER CDO BK/PPG: 6474/779
514205AG0100	GUTMAN,DANIEL & MARITZA	3909 PINEWOOD LN #210	HOLLYWOOD	FL	33021		FAMILY TOWNHOUSES OF THE LAKESOF EMERALD HILLS PHASE 1 CONDOUNIT 210 BLDG 102PER CDO BK/PPG: 6474/779
514205AG0110	SAGNARD,HELENE	3106 BERMWOOD LN APT 211	HOLLYWOOD	FL	33021	2639	FAMILY TOWNHOUSES OF THE LAKESOF EMERALD HILLS PHASE 1 CONDOUNIT 211 BLDG 107PER CDO BK/PPG: 6474/779
514205AG0120	WARSHAW,JONATHAN J	3104 BERMWOOD LN #212	HOLLYWOOD	FL	33021		FAMILY TOWNHOUSES OF THE LAKESOF EMERALD HILLS PHASE 1 CONDOUNIT 212 BLDG 107PER CDO BK/PPG: 6474/779
514205AG0130	WARSHAW,JONATHAN J	3102 BERMWOOD LN #213	HOLLYWOOD	FL	33021	2639	FAMILY TOWNHOUSES OF THE LAKESOF EMERALD HILLS PHASE 1 CONDOUNIT 213 BLDG 107PER CDO BK/PPG: 6474/779
514205AG0140	LEVENTHAL,KAREN	3100 BERMWOOD LN #214	HOLLYWOOD	FL	33021		FAMILY TOWNHOUSES OF THE LAKESOF EMERALD HILLS PHASE 1 CONDOUNIT 214 BLDG 107PER CDO BK/PPG: 6474/779
514205AH0010	METSCH,DANIEL L & ALLISON J	2730 CAYENNE AVE	HOLLYWOOD	FL	33026	4518	FAMILY TOWNHOUSES OF THE LAKESOF EMERALD HILLS PHASE 2 CONDOUNIT 215 BLDG 103PER CDO BK/PPG: 6678/55
514205AH0020	BARVINCHAK,JOANNE T H/EBARVINCHAK,MICHAEL G	3902 FLAMEWOOD LANE #216	HOLLYWOOD	FL	33021	2029	FAMILY TOWNHOUSES OF THE LAKESOF EMERALD HILLS PHASE 2 CONDOUNIT 216 BLDG 103PER CDO BK/PPG: 6678/55
514205AH0030	AMOR,ORLYAMOR,HANAN	258 SUMMERIDGE DR	*THORNHILL ON	CA	L4J 8	V4	FAMILY TOWNHOUSES OF THE LAKESOF EMERALD HILLS PHASE 2 CONDOUNIT 217 BLDG 103PER CDO BK/PPG: 6678/55
514205AH0040	GRAD,EYAL	2811 N 38 AVE	HOLLYWOOD	FL	33021	3002	FAMILY TOWNHOUSES OF THE LAKESOF EMERALD HILLS PHASE 2 CONDOUNIT 218 BLDG 103PER CDO BK/PPG: 6678/55
514205AH0050	CHERVIN5 LLC	10934 NEPTUNE DR	COOPER CITY	FL	33026		FAMILY TOWNHOUSES OF THE LAKESOF EMERALD HILLS PHASE 2 CONDOUNIT 219 BLDG 103PER CDO BK/PPG: 6678/55
514205AH0060	LEVIN,NORMA C & DAVID	3901 FLAMEWOOD LN	HOLLYWOOD	FL	33021		FAMILY TOWNHOUSES OF THE LAKESOF EMERALD HILLS PHASE 2 CONDOUNIT 220 BLDG 104PER CDO BK/PPG: 6678/55
514205AH0070	DILILLO,THOMAS JAMESPLASENCIA,AMANDA HELENA	3903 FLAMEWOOD LN #221	HOLLYWOOD	FL	33021		FAMILY TOWNHOUSES OF THE LAKESOF EMERALD HILLS PHASE 2 CONDOUNIT 221 BLDG 104PER CDO BK/PPG: 6678/55
514205AH0080	BOLDUC,HELENE	3905 FLAMEWOOD LN	HOLLYWOOD	FL	33021		FAMILY TOWNHOUSES OF THE LAKESOF EMERALD HILLS PHASE 2 CONDOUNIT 222 BLDG 104PER CDO BK/PPG: 6678/55

514205AH0090	ZACK GROUP LLC	3837 HOLLYWOOD BLVD #A	HOLLYWOOD	FL	33021		FAMILY TOWNHOUSES OF THE LAKESOF EMERALD HILLS PHASE 2 CONDOUNIT 223 BLDG 104PER CDO BK/PPG: 6678/55
514205AH0100	PLATT,THOMAS H & OLAIRA A	3909 FLAMEWOOD LN UNIT 224	HOLLYWOOD	FL	33021		FAMILY TOWNHOUSES OF THE LAKESOF EMERALD HILLS PHASE 2 CONDOUNIT 224 BLDG 104PER CDO BK/PPG: 6678/55
514205AH0110	GARDNER,MARCGARDNER,RANDI	3098 BERMWOOD LANE APT 235	HOLLYWOOD	FL	33021	2638	FAMILY TOWNHOUSES OF THE LAKESOF EMERALD HILLS PHASE 2 CONDOUNIT 235 BLDG 108PER CDO BK/PPG: 6678/55
514205AH0120	WILMOT,LOURAINEDAVIS,EVERTON	3096 BERMWOOD LN #236	HOLLYWOOD	FL	33021	2638	FAMILY TOWNHOUSES OF THE LAKESOF EMERALD HILLS PHASE 2 CONDOUNIT 236 BLDG 108PER CDO BK/PPG: 6678/55
514205AH0130	WARSHAW,JONATHAN	3094 BERMWOOD LN #237	HOLLYWOOD	FL	33021		FAMILY TOWNHOUSES OF THE LAKESOF EMERALD HILLS PHASE 2 CONDOUNIT 237 BLDG 108PER CDO BK/PPG: 6678/55
514205AH0140	WIGGINS OLIVER,PAULA	3092 BERMWOOD LN #238	HOLLYWOOD	FL	33021	2638	FAMILY TOWNHOUSES OF THE LAKESOF EMERALD HILLS PHASE 2 CONDOUNIT 238 BLDG 108PER CDO BK/PPG: 6678/55
514205AH0150	LAKES TH LLC	801 FOSTER RD	HALLANDALE BEACH	FL	33009		FAMILY TOWNHOUSES OF THE LAKESOF EMERALD HILLS PHASE 2 CONDOUNIT 239 BLDG 108PER CDO BK/PPG: 6678/55
514205AH0160	KORIK,SILVANA	3088 BERMWOOD LN #240	HOLLYWOOD	FL	33021		FAMILY TOWNHOUSES OF THE LAKESOF EMERALD HILLS PHASE 2 CONDOUNIT 240 BLDG 109PER CDO BK/PPG: 6678/55
514205AH0170	PALAMARA,PATRICIA	5751 N STERLING RANCH DR	DAVIE	FL	33314	7273	FAMILY TOWNHOUSES OF THE LAKESOF EMERALD HILLS PHASE 2 CONDOUNIT 241 BLDG 109PER CDO BK/PPG: 6678/55
514205AH0180	SHULMAN,MICHELLE	3084 BERMWOOD LN UNIT 242	HOLLYWOOD	FL	33021		FAMILY TOWNHOUSES OF THE LAKESOF EMERALD HILLS PHASE 2 CONDOUNIT 242 BLDG 109PER CDO BK/PPG: 6678/55
514205AH0190	PEMBERTON,DIANA A	3082 BERMWOOD LN #243	HOLLYWOOD	FL	33021	2638	FAMILY TOWNHOUSES OF THE LAKESOF EMERALD HILLS PHASE 2 CONDOUNIT 243 BLDG 109PER CDO BK/PPG: 6678/55
514205BC0110	JAVITS,DAVID B & FRANCES B	3898 MEADOW LANE UNIT 244	HOLLYWOOD	FL	33021	2645	FAMILY TOWNHOUSES OF THE LAKESOF EMERALD HILLS PHASE 3 CONDOUNIT 244 BLDG 110PER CDO BK/PG: 6875/539
514205BC0120	GABAY,VIDAL	3896 MEADOW LN #245	HOLLYWOOD	FL	33021		FAMILY TOWNHOUSES OF THE LAKESOF EMERALD HILLS PHASE 3 CONDOUNIT 245 BLDG 110PER CDO BK/PG: 6875/539
514205BC0130	ABRAHAMS,SARAH	3894 MEADOW LANE UNIT 246	HOLLYWOOD	FL	33021	2645	FAMILY TOWNHOUSES OF THE LAKESOF EMERALD HILLS PHASE 3 CONDOUNIT 246 BLDG 110PER CDO BK/PG: 6875/539
514205BC0140	GOLDSMITH,IRIS J & MICHAEL H	3892 MEADOW LANE #247	HOLLYWOOD	FL	33021	2645	FAMILY TOWNHOUSES OF THE LAKESOF EMERALD HILLS PHASE 3 CONDOUNIT 247 BLDG 110PER CDO BK/PG: 6875/539
514205BC0150	BREAKSTONE,ANDREW H/EFRIEDWALD,SANDRA	3890 MEADOW LANE #248	HOLLYWOOD	FL	33021	2645	FAMILY TOWNHOUSES OF THE LAKESOF EMERALD HILLS PHASE 3 CONDOUNIT 248 BLDG 111PER CDO BK/PG: 6875/539
514205BC0160	ZACK GROUP LLC	3837 HOLLYWOOD BLVD STE A	HOLLYWOOD	FL	33021		FAMILY TOWNHOUSES OF THE LAKESOF EMERALD HILLS PHASE 3 CONDOUNIT 249 BLDG 111PER CDO BK/PG: 6875/539
514205BC0170	DEVOTO INVESTMENTS INC	2471 ABACO AVE	MIAMI	FL	33133		FAMILY TOWNHOUSES OF THE LAKESOF EMERALD HILLS PHASE 3 CONDOUNIT 250 BLDG 111PER CDO BK/PG: 6875/539
514205BC0180	BUDMAN,SHARON A	3884 MEADOW LN #251	HOLLYWOOD	FL	33021		FAMILY TOWNHOUSES OF THE LAKESOF EMERALD HILLS PHASE 3 CONDOUNIT 251 BLDG 111PER CDO BK/PG: 6875/539
514205BC0190	LERNER,EVELYN ANNE	3899 MEADOW LANE #252	HOLLYWOOD	FL	33021	2644	FAMILY TOWNHOUSES OF THE LAKESOF EMERALD HILLS PHASE 3 CONDOUNIT 252 BLDG 112PER CDO BK/PG: 6875/539

514205BC0200	GERACI,HELEN &PAGE,JACQUELINE	2017 EMMONS AVE	BROOKLYN	NY	11235	2707	FAMILY TOWNHOUSES OF THE LAKESOF EMERALD HILLS PHASE 3 CONDOUNIT 253 BLDG 112PER CDO BK/PG: 6875/539
514205BC0210	FURMAN,JUAN & YUDITH	3895 MEADOW LN UNIT 254	HOLLYWOOD	FL	33021		FAMILY TOWNHOUSES OF THE LAKESOF EMERALD HILLS PHASE 3 CONDOUNIT 254 BLDG 112PER CDO BK/PG: 6875/539
514205BC0220	BAGDADI,TOFFY D H/EBAGDADI,AMY NERISSA	3893 MEADOW LN #255	HOLLYWOOD	FL	33021		FAMILY TOWNHOUSES OF THE LAKESOF EMERALD HILLS PHASE 3 CONDOUNIT 255 BLDG 112PER CDO BK/PG: 6875/539
514205BC0230	HEYDER,AMANDA B	3891 MEADOW LANE UNIT 256	HOLLYWOOD	FL	33021	2644	FAMILY TOWNHOUSES OF THE LAKESOF EMERALD HILLS PHASE 3 CONDOUNIT 256 BLDG 112PER CDO BK/PG: 6875/539
514205BC0240	KAMHIN,ISAAC & FREIDA	3889 MEADOW LN	HOLLYWOOD	FL	33021		FAMILY TOWNHOUSES OF THE LAKESOF EMERALD HILLS PHASE 3 CONDOUNIT 257 BLDG 112PER CDO BK/PG: 6875/539
	CITY OF HOLLYWOOD DEPT. OF PLANNING & DEVELOPMENT SERVICES PO BOX 229045 HOLLYWOOD FL 33022-9045						

NOTICE OF PUBLIC OUTREACH MEETING

Sponsored by: ZE Management
Project Name: ZE

FOR ADDITIONAL INFORMATION:

Lkerr808@bellsouth.net

ZOOM MEETING ID: 872 2246 3709

Passcode: 614168

MEETING DATE & TIME: 06/29/2021 @ 6:00 PM

Posted: 06/11/2021 By: Cutro

NOTICE OF PUBLIC OUTREACH MEETING

Sponsored by: ZE Management
Project Name: ZE

FOR ADDITIONAL INFORMATION:

Lkerr808@bellsouth.net

ZOOM MEETING ID: 872 2246 3709

Passcode: 614168

MEETING DATE & TIME: 06/29/2021 @ 6:00 PM

Posted: 06/11/2021 By: Cutro

From: cutroplanning <cutroplanning@yahoo.com>
Sent: Wednesday, July 14, 2021 12:46 PM
To: Leigh Kerr <lkerr808@bellsouth.net>
Subject: Re: [EXT]ZE Management - Notice Certification

Within 500 feet there are no Civic Associations on the Hollywood Registered list (attached)

Christina Mathews
Cutro & Associates
1025 Yale Drive
Hollywood Fl 33021
954-920-2205
954-309-3050 Cell
cutroplanning@Yahoo.com



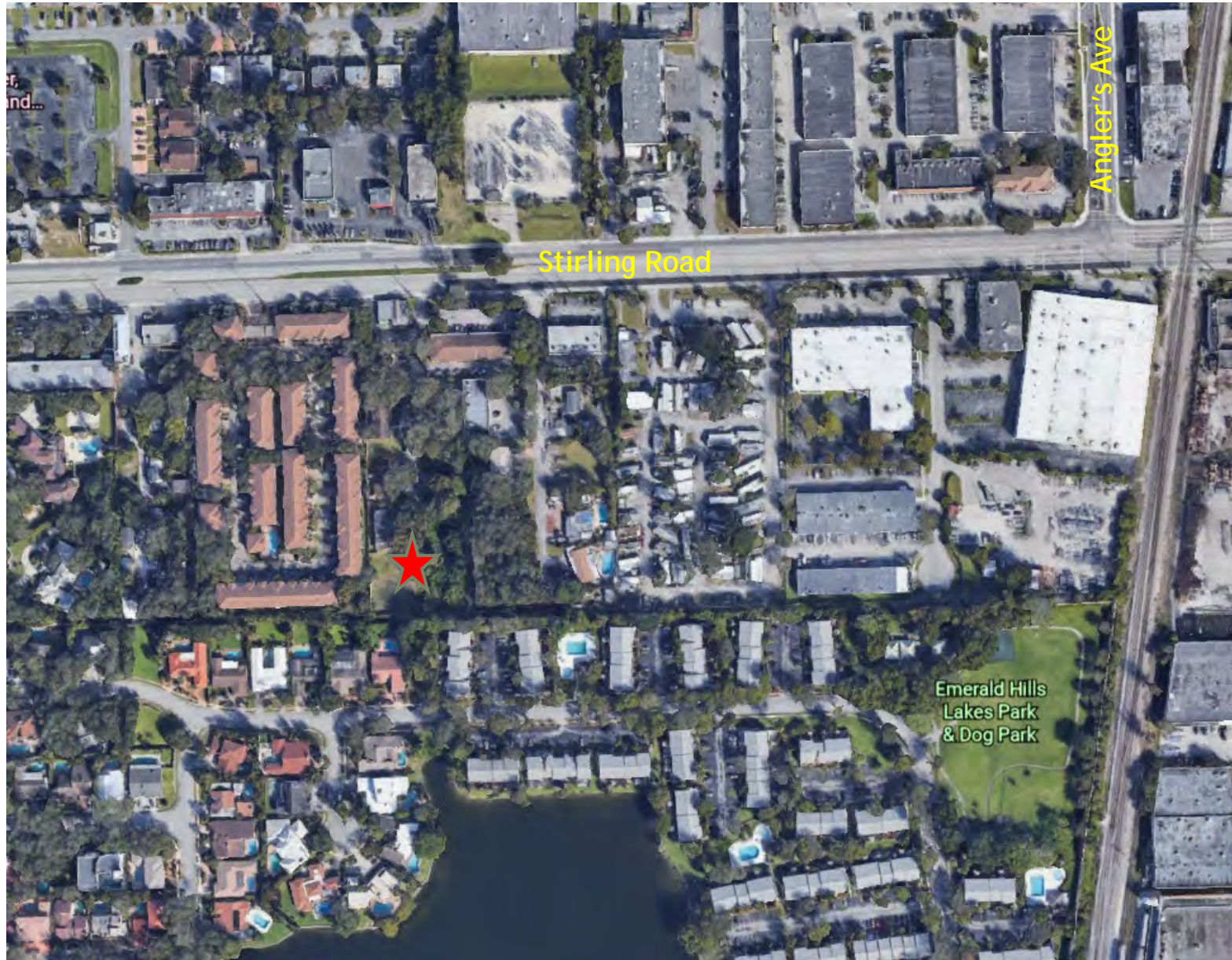
City of Hollywood Civic Association Registration List (April 2021)

Association Name	Association Boundary	Association Website	Contact Person	Position/Title	Mailing Address	Address City	State	Zip	Email Address	Phone Number	Meeting Day and Time	Does your Association have a social media presence? If so, which one(s)?	Address	Please tell us what platform you are using	Social Media Handle (if different on each platform, separate with a comma)	Association President	Email address	Association Vice President	Email Address	Address	Meeting Location
Dorotiana Parkside Royal Parkside Civic Association	Sheridan Street South to Pembroke Road 216 to Avenue East to Federal Highway Three communities: Dorotiana Parkside and Royal Parkside	Doroca.oro	Lynn Smith	President	P.O. Box 223697 Hollywood, Florida 33022	Hollywood	FL	33020	Doroca@aol.com	9548544496	1st Tuesday each month at 7:00 P.M. except on any Election Day or December Christmas Month	Facebook, Twitter, Nextdoor, Instagram, Other:	Doroca.oro	Hollywood Residence Book Us		Lynn Smith	Doroca@aol.com			1939 Adams Street Hollywood, Florida 33020	In person meetings were in the Past held at Lozman Center
Hathland Gardens Civic Association	Pembroke Road north to Hollywood Boulevard, 95 east to Olive Highway	http://www.hathlandgardensfl.org/	Shirley Sheave	Secretary/Treasurer	2847 Plunkett Street	Hollywood	FL	33020	highlandgardens07@gmail.com	954-923-0109	4th Wednesday of each month @ 7:30 PM	Facebook	1411 S. 28th Ave		https://www.facebook.com/highlandgardens07/foris	David Kout				McNicol Community Center	
Hollywood Beach Civic Association	Sheridan St. to the north Hollywood Beach Blvd to the south, Atlantic Ocean to the east and Intersected to the west.	HWBCA.org	Frank De Rai	President	1301 S. Ocean Dr. Hollywood FL 33019	Hollywood	FL	33019	frankdeis@hotmail.com	19545472928	7:00 PM		1301 S. Ocean Dr., Hollywood FL 33019			Frank De Rai	frankdeis@hotmail.com	Andrew Zuklo	azu18@bcomcast.net	1301 S. Ocean Dr.	Hollywood Beach Community and Cultural Center or Zoom
Hollywood Council of Civic Associations	n/a	www.hccacentral.org	Terry Cantrell	President	745 Harrison Street	Hollywood	FL	33019	terryc@rstower.com	954 923 1940	Third Monday by invitation only	Facebook	David Park 425 N. 58th Avenue, Hollywood, FL 33021 (Taylor Street Entrance)			same as above		Patricia Arfican	am2can@bellsouth.net	n/a	
Hollywood Gardens West	State Road 7 to the west, 58th Avenue to the east, Hollywood Boulevard to the south, Tatt Street to the north		Isolina Quintana	President	5920 Johnson Street	Hollywood	FL	33021	hwedwards@gmail.com	954-281-2134	Contact Us for Next Meeting Date	Facebook			@hollywoodgardenswest	Isolina Quintana	hwedwards@gmail.com		Suite 106	The Chapman Center at St. George's Greek Orthodox Church	
Hollywood Hills Civic Association	Sheridan Street to the North, Washington Street to the South, 58th Avenue to the West and Park Road to the East Sheridan St. - South City Limits - Federal Hwy - Intracoastal Waterway	hollywoodhills.org	Pamela Burdso	President	PO Box 81-6044	Hollywood	FL	33081-6044	hollywoodhills.org@gmail.com	786-405-0942	3rd Wednesday of every month at 7:00 PM except July, August and December Second Tuesday of the month except June, July, August	Facebook	virtual 1301 S. Ocean Drive, Hollywood 33019 4414 N Surf Rd, Hollywood FL 33019		https://www.facebook.com/HollywoodHillsCivic	Pamela Burdso	turkeyc@bellsouth.net	Rick Prindiville	rick@ccsuport.com		virtual meetings held through zoom and log in information is sent monthly to the members
Hollywood Lakes Civic Association	Ocean and Intracoastal / Sheridan St. and Balboa St Hollywood Blvd to the north, South 58 Terrace to the West, Jefferson St to the South, 58th Ave to the East	www.hollywoodlakes.com	Terry Cantrell	President	P.O. Box 223922	Hollywood	FL	33019	info@hollywoodlakes.com	954 923 1940		Facebook				Terry Cantrell	terryc@rstower.com	Tal Mazor	talmazor@bellsouth.net	Hollywood Beach Community Center	
Hollywood North Beach Association	Ocean and Intracoastal / Sheridan St. and Balboa St Hollywood Blvd to the north, South 58 Terrace to the West, Jefferson St to the South, 58th Ave to the East	HNBA.com	Jeff Siewer	Vice President	Jeff Siewer	Hollywood	FL	33019	jeff@theseeareous.com	94-(954) 865-5337sk	Second Monday of the month at 7am					John Passaciacqua	johnpass@comcast.net	Jeff Siewer	jeff@theseeareous.com	325 Franklin St	Carpenter House in North Beach Park, now on Zoom
Lawn Acres Civic Association	Under construction		Lauren Rothchild	President	404 Lawn Acres Court	Hollywood	FL	33023	launaad@mac.com	305 205 8542	3rd Monday of January, March, May, September, November at 7:30P					Lauren Rothchild	launaad@mac.com	Marv Rvotel	marvrvotel@gmail.com		David Park Center
Liberia Homeowner Association	Under construction		Tim Burton	President	2228 Evans Street	Hollywood	FL	33020	burton@nhs.net	7547771888	2nd Monday of the month at 6 am							Henry Graham		2228 Evans Street	MLK Center
North Central Hollywood Civic Association	Under construction		Patricia Arfican	President	2534 Filmore Street	Hollywood	FL	33020	am2can@bellsouth.net	954-862-3612	Fourth Tuesday of the month	Facebook	2030 Park Street			Patricia Arfican	am2can@bellsouth.net	Robert Rose	rorose55@hotmail.com		
Park East Civic Association	Sheridan Street to the east 955 to the west Park Road, to the south, Interstate 95 to the east--Pembroke Road to the west		Brenda Livinston	Secretary	3157 Johnson Street	Hollywood	FL	33021	brendalivingston@bellsouth.net	954-249-2957	Third Tuesday of every month at 7am	Facebook, Nextdoor			www.facebook.com/park-east; Park East on Next Door app, carkeast@gmail.com	Tom Lander	tlender@aol.com	Sean Abrison	sean@immediateitech.net		Currently on Zoom. Information sent via email, on Facebook and NextDoor Formerly at Hollywood Police Station
Parkside Civic Association	Hollywood Blvd to the north and Pembroke to the South	NA	Kenneth Crawford	President	2018 FLETCHER STREET	HOLLYWOOD	FL	33020	krcrawfordinteriors@gmail.com	9549293696	Monday 7:00PM	Facebook	1511 S Federal Highway Hollywood FL 33020		Parkside Civic Association	Kenneth Crawford	carkeast@gmail.com	Achim Nowack	achimn@burlbarb.com		virtual
The United Neighbors of South Hollywood / South Central	Pembroke Road to Hollywood north, 955 to Federal Highway / US1 east	United Neighbors	Helen Charvin	President	2470 Adams Street	Hollywood	FL	33023	helenandred@gmail.com	954 218-2522	Third Thursday of the month. Meeting starts at 7 o.m.	Facebook, Nextdoor, Other:	1411 South 28th Ave.	E-mail: 8721	Facebook, Nextdoor, Email	Helen Charvin	helenandred@gmail.com			2470 Adams Street	McNicol Center
Condo Associations																					
BEVERLY HILLS CONDOMINIUMS	5300 WASHINGTON ST. HOLLYWOOD FL 33021		TERESA GONZALEZ	PROPERTY MANAGER	5300 WASHINGTON ST CLUB HOUSE OFFICE)	HOLLYWOOD	FL	33021	beverlyhillsmanagement@comcast.net	954-962-0121	3rd Monday of the month at 7 am	Facebook	5300 Washington St			ANDRE BEAUCHAMP	beverlyhillsmanagement@comcast.net	MARIE NOLAN	beverlyhillsmanagement@comcast.net		CLUB HOUSE
Virginia Beach Resorts Homeowners Assoc.	A1A to the east, Virginia Street north side of street to the middle of the block.	n/a	Todd Hamilton	Treasurer	8461 Lake Worth Rd #124	Lake Worth	FL	33467	toddb55@aol.com	561 331 0000	It varies. We are a very small homeowners association.		335-355 Virginia St 309 Crocus Terrace, Hollywood, FL 33019			Sandra McConnell	blond337@gmail.com	Todd Hamilton	toddb55@aol.com		On onesites
Whitehouse Condominium Association, Inc.	309 Crocus Terrace, Hollywood, FL 33019	None	William R. Treese	President	309 Crocus Terrace	Hollywood	FL	33019	wrt717@bcsdabai.net	8473377571	Varies depending on the availability of officers					William R. Treese	wrt717@bcsdabai.net	Joline Bolick	jolinebolick@gmail.com	Apt 1	Whitehouse Condominium
Business Associations																					
Downtown Hollywood Business Association	CRA District	https://downtownhollywoodfl.com	Mark Rowe	President	1921 Hollywood Blvd.	Hollywood	FL	33021	president.dhba@gmail.com	203-952-1067	Quarterly	Facebook	1925 Hollywood Blvd, 330 N Federal Highway, Hollywood Florida, 33019		https://www.facebook.com/downtownhollywoodba	Mark Rowe	roffsonand@gmail.com				The Greek Joint
Greater Hollywood Chamber of Commerce	Remains South Florida	https://hollywoodchamber.org/	Catalina Rofino	Office Manager	330 North Federal Highway	Hollywood	FL	33019	roffin@hollywoodchamber.com	9546974600	By Appointment	Facebook, Instagram, Other:		1 building	@hollywoodchamber	Marie Rofino	Marie@hollywoodchamber.com				Greater Hollywood Chamber of Commerce
Hollywood Beach Business Association HBBA	Entire Hollywood Beach Association HBBA		Kathleen Pellino	LP	1501 South Ocean Pkwy.	Hollywood	FL	33016	kb@kathleen.com	9546681799	7 PM (or 2PM) 3rd Thursday of month Third Thursday in June or July, in October and the first Thursday in December for the holiday carlv.	Facebook	1301 South Ocean Dr., Hollywood, FL 33019 and Zoom		@HBBA	Pam Furber	pam@hbbasfla.com	Kathleen Pellino	kb@kathleen.com	Suite 1401	Hollywood Beach Community Center and Zoom HBBA selects various businesses to meet at on the beach. These are posted on the website under events
Hollywood Beach Business Association	The entire Hollywood Beach Barrier Island from Hallandale Beach Boulevard to Davis Beach Boulevard	https://hbbasfla.com/	Debra Case	Government Affairs Coordinator	1722 Sheridan Street #170	Hollywood	FL	33020	Debra@hbbasfla.com	954-921-6171		Facebook	606 N. Ocean Drive, Hollywood, FL 33019		@HBBAFLA	Dan Serafini	Dan@HBBAFLA.com	Kathy DiBona	Kathy@HBBAFLA.com		

ZE HOLLYWOOD

Community Meeting

LOCATION



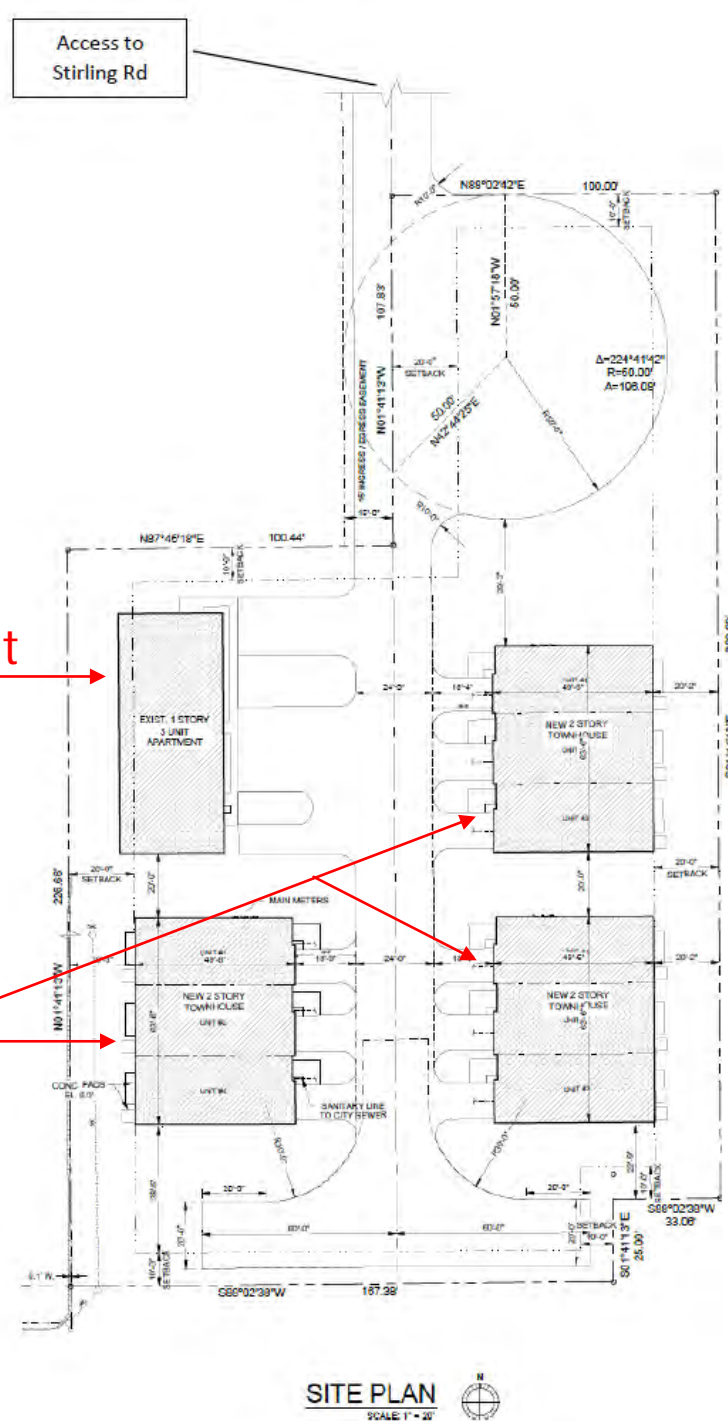
SUBJECT SITE AND ACCESS



SITE PLAN

Existing 1-story, 3-unit Apartment

New 2-story Townhomes,
3 units ea. (9 units Total)



Application Under Review

- Rezone the subject site from C-2 and RM-9 to RM-12.
- Plat subject site to provide common plan of development.



PARAMOUNT TITLE SERVICES, INC.
7501 W. Oakland Park Boulevard, Suite 303-East
Fort Lauderdale, Florida 33319
Phone: 954-467-6607 - Fax: 954-467-3280

Search No.: 21-802-2

TITLE CERTIFICATE

Broward County Land Development Code-Section 5-189-(C) (3)
Florida Statutes Chapter 177

TO: Broward County Board of County Commissioners

With the understanding that this Title Certificate is furnished to Broward County Board of County Commissioners, as inducement for acceptance of a proposed plat covering the real property, hereinafter described, it is hereby certified that the following report reflects a comprehensive search of the Public Records affecting the described property covering the period from the beginning to the 3rd day of February 2021, at the hour of 11:00 P.M., inclusive, of the following described property, and we recognize that the County is relying on this Title Certificate with regard to the Acceptance of a Plat.

Legal Description:

SEE ATTACHED

We hereby certify that on the last mentioned date, the fee simple title to the above-described real property was vested in:

Names of all Owner(s) of Record:

**ZE Management LLC, a Florida limited liability company
(O.R. Book 48459, Page 300, O.R. Book 47609, Page 704, O.R. Book 47612, Page 371, Instrument No. 112961334,
Instrument No. 113811717)**

NOTE: If any property owner is a partnership or trust, please include the names of all partner(s) or trustee(s) who are required to execute the plat dedication.

Subject to the following:

Mortgage(s) of Record: **NONE**

Easement(s) and Rights-of-Way Documents: **SEE ATTACHED**

TITF Deeds and Releases: **NONE**

WE HEREBY CERTIFY that the foregoing certificate reflects a comprehensive search of the Public Records of Broward County, Florida, affecting the above described property. In witness whereof, Paramount Title Services, Inc., has caused this Certificate to be signed by an authorized signatory and sealed with the corporate seal this 11th day of February 2021.

Evelyn Branas

Name

(Corporate Seal)

Signature

PARAMOUNT TITLE SERVICES, INC.
7501 W. Oakland Park Boulevard, Suite 303-East
Fort Lauderdale, Florida 33319
Phone: 954-467-6607 - Fax: 954-467-3280

Search No.: 21-802-2

EXHIBIT "A"

LEGAL DESCRIPTION:

A portion of the Northeast one-quarter (NE 1/4) of Section 5, Township 51 South, Range 42 East, Broward County, Florida, more fully described as follows:

Beginning at the Southwest corner of LETO ESTATES, according to the plat thereof, as recorded in Plat Book 115, Page 13, of the public records of Broward County, Florida; thence North 88°02'42" East, on the South line of said LETO ESTATES, a distance of 100.00 feet; thence South 01°41'13" East, on a line 100.00 feet East of the West line of the East 86.94 feet of the Northeast one-quarter (NE 1/4) of the Northwest one-quarter (NW 1/4) of the Northeast one-quarter (NE 1/4) of said Section 5, a distance of 309.99 feet; thence South 88°02'38" West, on a line 25.00 feet North of and parallel with the North line of EMERALD HILLS SECTION THREE, according to the plat thereof, as recorded in Plat Book 83, Page 27, of the public records of Broward County, Florida, a distance of 33.06 feet; thence South 01°41'13" East, on the East line of the Northeast one-quarter (NE 1/4) of the Northwest one-quarter (NW 1/4) of the Northeast one-quarter (NE 1/4) of said Section 5, a distance of 25.00 feet; thence South 88°02'38" West, on the North line of said EMERALD HILLS SECTION THREE, a distance of 167.38 feet; thence North 01°41'13" West, on the East line of Parcel "A", HOLLYWOOD OAK GROVE COMMERCE CENTER, according to the plat thereof, as recorded in Plat Book 144, Page 10, of the public records of Broward County, Florida, a distance of 226.66 feet; thence North 87°45'18" East, on a line 480.00 feet South of and parallel with the North line of said Section 5, a distance of 100.44 feet; thence North 01°41'13" West, on the Southerly extension of the West Plat Limit of said LETO ESTATES, a distance of 107.83 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Hollywood, Broward County, Florida and containing 35,463 square feet or 1.2732 acres more or less.

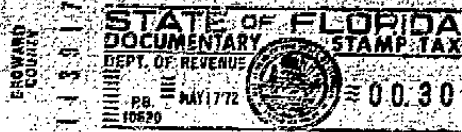
PARAMOUNT TITLE SERVICES, INC.
7501 W. Oakland Park Boulevard, Suite 303-East
Fort Lauderdale, Florida 33319
Phone: 954-467-6607 - Fax: 954-467-3280

Search No.: 21-802-2

Easement(s) and Rights-of-Way Documents:

1. **EASEMENT DEED:** Florida Power & Light Company, a Florida corporation TO City of Hollywood, a Florida municipal corporation, dated April 28, 1972, filed May 17, 1972 in O.R. Book 4866, Page 131.
2. **EASEMENT DEED:** George R. Ramsdell and Elsie Ramsdell, his wife TO City of Hollywood, Florida, a Florida municipal corporation, dated May 8, 1972, filed May 25, 1972 in O.R. Book 4874, Page 502.
3. **QUIT CLAIM DEED:** David C. Douglas TO City of Hollywood, Florida, a Florida municipal corporation, dated September 23, 1975, filed November 24, 1975 in O.R. Book 6407, Page 295
4. **DECLARATION OF UNITY OF TITLE:** ZE Management, LLC, a Florida limited liability company TO City of Hollywood, a Florida municipal corporation, dated May 3, 2012, filed May 25, 2012 in O.R. Book 48780, Page 1686.

72- 85388



0-72-91

EASEMENT DEED

THIS INDENTURE made this 28th day of April, 19 72,
between FLORIDA POWER AND LIGHT COMPANY, a Florida corporation,

grantor, and the CITY OF HOLLYWOOD, Florida, a municipal corporation
under the laws of the State of Florida, P. O. Box 2207, Hollywood,
Florida, 33022, grantee,

["Grantor" and "grantee" are used for
singular or plural, as context requires.]

W I T N E S S E T H:

WHEREAS, the grantor is the owner in fee simple of the following described property, situate, lying and being in Broward County, Florida:

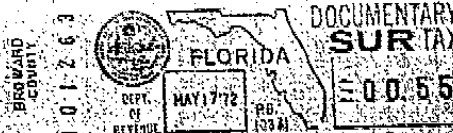
The South 100 feet of the North 130 feet of the
East 130 feet of the West 1/2 of the Northwest
1/4 of the Northeast 1/4 of the Northeast 1/4
of Section 5, Township 51 South, Range 42 East;
said lands situate, lying and being in Broward
County, Florida,

WHEREAS, the grantee is a municipality authorized under its
charter to provide for the general welfare of the people of the City
of Hollywood, Florida, and in order to provide for the general welfare
it is deemed necessary that an easement be obtained in, under and
across the portion of the said property hereinafter described, for
utility purposes,

NOW, THEREFORE, for and in consideration of the sum of One
Dollar (\$1.00) and other valuable considerations paid by the grantee
to the grantor, the grantor by these presents does grant unto the
grantee, its successors and assigns, full and free right and author-
ity to use the following described easement:

The South 10 feet of the North ²³ feet of the South
100 feet of the North 130 feet of the East 130 feet
of the West 1/2 of the Northwest 1/4 of the Northeast
1/4 of the Northeast 1/4 of Section 5, Township 51
South, Range 42 East; said lands situate, lying and
being in Broward County, Florida,

for utility purposes.



JACK WHEELER
RECORDS

72 MAY 17 PM 12:07

REC 4866
-131

By acceptance of this easement deed, the grantee hereby covenants with the grantor that it will hold harmless the grantor herein of all damage caused and occasioned by reason of default in the use of said easement.

In the event the necessity for the use of said easement in said area shall cease to exist, then this agreement shall terminate and end.

IN WITNESS WHEREOF the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

WITNESSES:

FLORIDA POWER AND LIGHT COMPANY

BY:

E. A. Adomat

Vice President

Attest:

J. E. Moore

ASSISTANT SECRETARY

STATE OF FLORIDA)
(SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared E. A. Adomat and J. E. Moore

^{Vice}
well known to me to be the ^{Assistant} President and Secretary respectively of the corporation named as grantor in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of April, 1972.

This Instrument Prepared By:
B. L. DAVID, CITY ATTORNEY
Post Office Box 2207
HOLLYWOOD, FLORIDA 33022

Stephen P. [Signature]
Notary Public

RECORDED IN OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
JACK WHEELER
CLERK OF CIRCUIT COURT

commission expires:

July 8, 1975

REC-4855 PAGE 132

72- 90579



0-72-93

EASEMENT DEED

THIS INDENTURE made this 8 day of MAY, 1972,

between GEORGE R. RAMSDELL, and ELSIE RAMSDELL, his wife.

grantor, and the CITY OF HOLLYWOOD, Florida, a municipal corporation
under the laws of the State of Florida, P. O. Box 2207, Hollywood,
Florida, 33022, grantee,

["Grantor" and "grantee" are used for
singular or plural, as context requires.]

W I T N E S S E T H:

WHEREAS, the grantor is the owner in fee simple of the fol-
lowing described property, situate, lying and being in Broward County,
Florida:

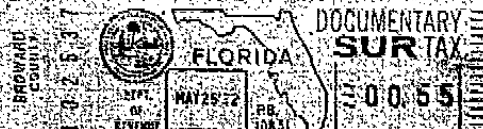
The Northeast 1/4 of the Northwest 1/4 of the
Northeast 1/4 less the East 167.37 feet and less
the West 149 feet of Section 5, Township 51 South,
Range 42 East; said lands situate, lying and being
in Broward County, Florida,

WHEREAS, the grantee is a municipality authorized under its
charter to provide for the general welfare of the people of the City
of Hollywood, Florida, and in order to provide for the general welfare
it is deemed necessary that an easement be obtained in, under and
across the portion of the said property hereinafter described,
utility purposes,

NOW, THEREFORE, for and in consideration of the sum of One
Dollar (\$1.00) and other valuable considerations paid by the grantee
to the grantor, the grantor by these presents does grant unto the
grantee, its successors and assigns, full and free right and author-
ity to use the following described easement:

The South 20 feet of the North 53 feet of the North-
east 1/4 of the Northwest 1/4 of the Northeast 1/4
less the East 167.37 feet and less the West 149
feet and less the West 60 feet of the East 387.37
feet of Section 5, Township 51 South, Range 42 East;
said lands situate, lying and being in Broward County,
Florida,

for utility purposes.



JACK WHELEHAN, COUNTY RECORDER

72 MAY 25 PM 2:23

REC 4874 MAY 30 1972

100

By acceptance of this easement deed, the grantee hereby covenants with the grantor that it will hold harmless the grantor herein of all damage caused and occasioned by reason of default in the use of said easement.

In the event the necessity for the use of said easement in said area shall cease to exist, then this agreement shall terminate and end.

IN WITNESS WHEREOF the grantor has hereunto set grantor's hand and seal the day and year first above written.

WITNESSES:

Richard W. Patterson Jr.
Richard W. Patterson Jr.

George R. Ramsdell (SEAL)
George R. Ramsdell
Elsie Ramsdell (SEAL)
Elsie Ramsdell, his wife

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

SS:

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, GEORGE R. RAMSDELL and ELSIE RAMSDELL, his wife,

to me well known as the person's described in and who executed the foregoing indenture, and who acknowledged before me that they executed the same for the purpose herein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of May, 1972.

Richard W. Patterson Jr.
Notary Public

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES MAY 21 1975
WITNESS My Hand, Seal, and Signature

This Instrument Prepared By:
H. L. DAVID, CITY ATTORNEY
Post Office Box 2207
HOLLYWOOD, FLORIDA 33022

RECORDED IN OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
JACK WHEELER
CLERK OF CIRCUIT COURT



OFF 4374 PAGE 503

75-214493

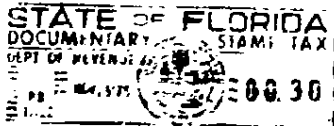
QUIT-CLAIM DEED

THIS INSTRUMENT, made this 23rd day of September A. D. 1975, between David C. Douglas and his wife of the County of Broward, State of Florida by David C. Douglas parties of the first part and the City of

Hollywood, Florida, a municipal corporation organized and existing under the laws of the State of Florida, party of the second part.

WITNESSETH That the said parties of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to them in hand paid by the said party of the second part, receipt whereof is hereby acknowledged, have granted, bargained, sold and dedicated to the City of Hollywood, Florida, party of the second part, for the perpetual use of the public for highway and (or) street purposes in accordance for public utilities, a strip of land 50 feet and 25 feet in width, described as follows, to wit:

The West 50.0 feet of the East 180.0 feet, and the South 25 feet of the West 1/4 of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 5, Township 51 South, Range 42 East Less Stirling Road Right of Way, Said Land situate, lying and being in Broward County, Florida.



Provided, however, that if and whenever the said strip of land shall cease to be used for highway and (or) street purposes or public utility purposes, the title to said strip of land shall revert to the parties of the first part, their heirs, legal representatives or assigns.

Said parties of the first part furthermore do release hereby the City of Hollywood, Florida, party of the second part, from all damages by reason of the widening of the street and (or) highway, and (or) alley, whereupon said strip of land lies, and from all damages over and across the strip of land hereby dedicated which may be occasioned by reason of the widening of said street and (or) highway, and (or) alley, or which may be occasioned by reason of the laying of pipes, conduits or from the installing of other sub-surface structures.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals this day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

DAVID C. DOUGLAS

(SEAL)

(SEAL)

(SEAL)

WITNESS

WITNESS

75 NOV 24 PM 4:40

RE 0407 ME-295

600/m

STATE OF FLORIDA
COUNTY OF BROWARD

I hereby Certify That on this day personally appeared before me, an officer duly author-
ized to administer oaths and take acknowledgments, DAVID C. DOUGLAS

to me well known to be the person described in and who executed the foregoing deed, and
acknowledged before me that H.E. executed the same freely
and voluntarily for the purposes therein expressed.

Whereas my home and official seal is at FORT LAUDERDALE
County and State of Florida, this 17 day of October A.D. 1975

Notary Public, State of Florida at Large
My Commission Expires Mar. 4, 1977
Bonded by American Surety & Guaranty Co.

Paul E. Casalen

Notary Public, State of FLORIDA

My Commission expires

RECORDED IN THE OFFICIAL RECORDING BOOK
OF BROWARD COUNTY, FLORIDA
R. R. KAUTH
ACTING COUNTY ADMINISTRATOR

FILED

THE CITY OF HOLLYWOOD
FLORIDA

TO

FROM

Quit-Claim Deed

RE 6407 PAGE 256

Search No.: 21-802-2

TITLE CERTIFICATE

Broward County Land Development Code-Section 5-189-(C) (3)
Florida Statutes Chapter 177

TO: Broward County Board of County Commissioners

With the understanding that this Title Certificate is furnished to Broward County Board of County Commissioners, as inducement for acceptance of a proposed plat covering the real property, hereinafter described, it is hereby certified that the following report reflects a comprehensive search of the Public Records affecting the described property covering the period from the beginning to the 3rd day of February 2021, at the hour of 11:00 P.M., inclusive, of the following described property, and we recognize that the County is relying on this Title Certificate with regard to the Acceptance of a Plat.

Legal Description:

SEE ATTACHED

We hereby certify that on the last mentioned date, the fee simple title to the above-described real property was vested in:

Names of all Owner(s) of Record:

**ZE Management LLC, a Florida limited liability company
(O.R. Book 48459, Page 300, O.R. Book 47609, Page 704, O.R. Book 47612, Page 371, Instrument No. 112961334,
Instrument No. 113811717)**

NOTE: If any property owner is a partnership or trust, please include the names of all partner(s) or trustee(s) who are required to execute the plat dedication.

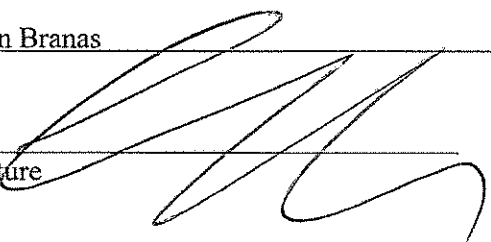
Subject to the following:

Mortgage(s) of Record: **NONE**

Easement(s) and Rights-of-Way Documents: **SEE ATTACHED**

TITF Deeds and Releases: **NONE**

WE HEREBY CERTIFY that the foregoing certificate reflects a comprehensive search of the Public Records of Broward County, Florida, affecting the above described property. In witness whereof, Paramount Title Services, Inc., has caused this Certificate to be signed by an authorized signatory and sealed with the corporate seal this 11th day of February 2021.

Evelyn Branas
Name

Signature

(Corporate Seal)

PARAMOUNT TITLE SERVICES, INC.
7501 W. Oakland Park Boulevard, Suite 303-East
Fort Lauderdale, Florida 33319
Phone: 954-467-6607 - Fax: 954-467-3280

Search No.: 21-802-2

EXHIBIT "A"

LEGAL DESCRIPTION:

A portion of the Northeast one-quarter (NE 1/4) of Section 5, Township 51 South, Range 42 East, Broward County, Florida, more fully described as follows:

Beginning at the Southwest corner of LETO ESTATES, according to the plat thereof, as recorded in Plat Book 115, Page 13, of the public records of Broward County, Florida; thence North 88°02'42" East, on the South line of said LETO ESTATES, a distance of 100.00 feet; thence South 01°41'13" East, on a line 100.00 feet East of the West line of the East 86.94 feet of the Northeast one-quarter (NE 1/4) of the Northwest one-quarter (NW 1/4) of the Northeast one-quarter (NE 1/4) of said Section 5, a distance of 309.99 feet; thence South 88°02'38" West, on a line 25.00 feet North of and parallel with the North line of EMERALD HILLS SECTION THREE, according to the plat thereof, as recorded in Plat Book 83, Page 27, of the public records of Broward County, Florida, a distance of 33.06 feet; thence South 01°41'13" East, on the East line of the Northeast one-quarter (NE 1/4) of the Northwest one-quarter (NW 1/4) of the Northeast one-quarter (NE 1/4) of said Section 5, a distance of 25.00 feet; thence South 88°02'38" West, on the North line of said EMERALD HILLS SECTION THREE, a distance of 167.38 feet; thence North 01°41'13" West, on the East line of Parcel "A", HOLLYWOOD OAK GROVE COMMERCE CENTER, according to the plat thereof, as recorded in Plat Book 144, Page 10, of the public records of Broward County, Florida, a distance of 226.66 feet; thence North 87°45'18" East, on a line 480.00 feet South of and parallel with the North line of said Section 5, a distance of 100.44 feet; thence North 01°41'13" West, on the Southerly extension of the West Plat Limit of said LETO ESTATES, a distance of 107.83 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Hollywood, Broward County, Florida and containing 35,463 square feet or 1.2732 acres more or less.

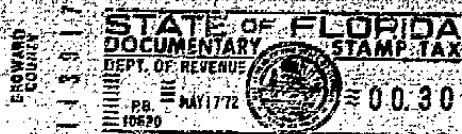
PARAMOUNT TITLE SERVICES, INC.
7501 W. Oakland Park Boulevard, Suite 303-East
Fort Lauderdale, Florida 33319
Phone: 954-467-6607 - Fax: 954-467-3280

Search No.: 21-802-2

Easement(s) and Rights-of-Way Documents:

1. **EASEMENT DEED:** Florida Power & Light Company, a Florida corporation TO City of Hollywood, a Florida municipal corporation, dated April 28, 1972, filed May 17, 1972 in O.R. Book 4866, Page 131.
2. **EASEMENT DEED:** George R. Ramsdell and Elsie Ramsdell, his wife TO City of Hollywood, Florida, a Florida municipal corporation, dated May 8, 1972, filed May 25, 1972 in O.R. Book 4874, Page 502.
3. **QUIT CLAIM DEED:** David C. Douglas TO City of Hollywood, Florida, a Florida municipal corporation, dated September 23, 1975, filed November 24, 1975 in O.R. Book 6407, Page 295
4. **DECLARATION OF UNITY OF TITLE:** ZE Management, LLC, a Florida limited liability company TO City of Hollywood, a Florida municipal corporation, dated May 3, 2012, filed May 25, 2012 in O.R. Book 48780, Page 1686.

72- 85388



0-72-91

EASEMENT DEED

THIS INDENTURE made this 28th day of April, 19 72,
between FLORIDA POWER AND LIGHT COMPANY, a Florida corporation,

grantor, and the CITY OF HOLLYWOOD, Florida, a municipal corporation
under the laws of the State of Florida, P. O. Box 2207, Hollywood,
Florida, 33022, grantee,

["Grantor" and "grantee" are used for
singular or plural, as context requires.]

W I T N E S S E T H:

WHEREAS, the grantor is the owner in fee simple of the following described property, situate, lying and being in Broward County, Florida:

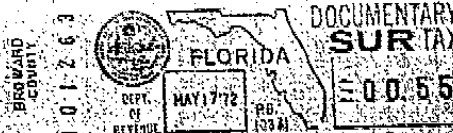
The South 100 feet of the North 130 feet of the
East 130 feet of the West 1/2 of the Northwest
1/4 of the Northeast 1/4 of the Northeast 1/4
of Section 5, Township 51 South, Range 42 East;
said lands situate, lying and being in Broward
County, Florida,

WHEREAS, the grantee is a municipality authorized under its
charter to provide for the general welfare of the people of the City
of Hollywood, Florida, and in order to provide for the general welfare
it is deemed necessary that an easement be obtained in, under and
across the portion of the said property hereinafter described, for
utility purposes,

NOW, THEREFORE, for and in consideration of the sum of One
Dollar (\$1.00) and other valuable considerations paid by the grantee
to the grantor, the grantor by these presents does grant unto the
grantee, its successors and assigns, full and free right and author-
ity to use the following described easement:

The South 10 feet of the North ²³ feet of the South
100 feet of the North 130 feet of the East 130 feet
of the West 1/2 of the Northwest 1/4 of the Northeast
1/4 of the Northeast 1/4 of Section 5, Township 51
South, Range 42 East; said lands situate, lying and
being in Broward County, Florida,

for utility purposes.



JACK WHEELER, JR.
BROWARD COUNTY

72 MAY 17 PM 12:07

REC-4866-131

By acceptance of this easement deed, the grantee hereby covenants with the grantor that it will hold harmless the grantor herein of all damage caused and occasioned by reason of default in the use of said easement.

In the event the necessity for the use of said easement in said area shall cease to exist, then this agreement shall terminate and end.

IN WITNESS WHEREOF the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

WITNESSES:

FLORIDA POWER AND LIGHT COMPANY

Patricia M. Moore

BY:

E. A. Adomat

Vice President

Dorothy M. Friedman

Attest:

J. E. Moore

ASSISTANT SECRETARY

STATE OF FLORIDA)
(SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared E. A. Adomat and J. E. Moore

Vice President and Assistant Secretary respectively of well known to me to be the President and Secretary respectively of the corporation named as grantor in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of April, 1972.

This Instrument Prepared By:
B. L. DAVID, CITY ATTORNEY
Post Office Box 2207
HOLLYWOOD, FLORIDA 33022

Stephen P. [Signature]
Notary Public

RECORDED IN OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
JACK WHEELER
CLERK OF CIRCUIT COURT

commission expires:

July 8, 1975

REC-4855 PAGE 132

72- 90579



0-72-93

EASEMENT DEED

THIS INDENTURE made this 8 day of MAY, 1972,

between GEORGE R. RAMSDELL, and ELSIE RAMSDELL, his wife.

grantor, and the CITY OF HOLLYWOOD, Florida, a municipal corporation
under the laws of the State of Florida, P. O. Box 2207, Hollywood,
Florida, 33022, grantee,

["Grantor" and "grantee" are used for
singular or plural, as context requires.]

W I T N E S S E T H:

WHEREAS, the grantor is the owner in fee simple of the fol-
lowing described property, situate, lying and being in Broward County,
Florida:

The Northeast 1/4 of the Northwest 1/4 of the
Northeast 1/4 less the East 167.37 feet and less
the West 149 feet of Section 5, Township 51 South,
Range 42 East; said lands situate, lying and being
in Broward County, Florida,

WHEREAS, the grantee is a municipality authorized under its
charter to provide for the general welfare of the people of the City
of Hollywood, Florida, and in order to provide for the general welfare
it is deemed necessary that an easement be obtained in, under and
across the portion of the said property hereinafter described,
utility purposes,

NOW, THEREFORE, for and in consideration of the sum of One
Dollar (\$1.00) and other valuable considerations paid by the grantee
to the grantor, the grantor by these presents does grant unto the
grantee, its successors and assigns, full and free right and author-
ity to use the following described easement:

The South 20 feet of the North 53 feet of the North-
east 1/4 of the Northwest 1/4 of the Northeast 1/4
less the East 167.37 feet and less the West 149
feet and less the West 60 feet of the East 387.37
feet of Section 5, Township 51 South, Range 42 East;
said lands situate, lying and being in Broward County,
Florida,

for utility purposes.



JACK WHELEHAN, COUNTY RECORDER

72 MAY 25 PM 2:23

REC 4874 MAY 30 1972

100

By acceptance of this easement deed, the grantee hereby covenants with the grantor that it will hold harmless the grantor herein of all damage caused and occasioned by reason of default in the use of said easement.

In the event the necessity for the use of said easement in said area shall cease to exist, then this agreement shall terminate and end.

IN WITNESS WHEREOF the grantor has hereunto set grantor's hand and seal the day and year first above written.

WITNESSES:

Richard W. Patterson Jr.
Richard W. Patterson Jr.

George R. Ramsdell (SEAL)
George R. Ramsdell
Elsie Ramsdell (SEAL)
Elsie Ramsdell, his wife

STATE OF FLORIDA)
COUNTY OF BROWARD)

SS:

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, GEORGE R. RAMSDELL and ELSIE RAMSDELL, his wife,

to me well known as the person's described in and who executed the foregoing indenture, and who acknowledged before me that they executed the same for the purpose herein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of May, 1972.

Richard W. Patterson Jr.
Notary Public

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES OCT. 21 1975
WITNESSES Their Signs, Words, Underwriters

This Instrument Prepared By:
H. L. DAVID, CITY ATTORNEY
Post Office Box 2207
HOLLYWOOD, FLORIDA 33022

RECORDED IN OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
JACK WHEELER
CLERK OF CIRCUIT COURT



OFF 4374 PAGE 503

75-214493

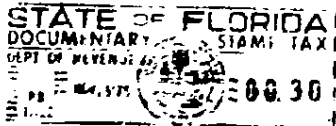
QUIT-CLAIM DEED

THIS INSTRUMENT, made this 23rd day of September A. D. 1975, between David C. Douglas and his wife of the County of Broward, State of Florida by David C. Douglas parties of the first part and the City of

Hollywood, Florida, a municipal corporation organized and existing under the laws of the State of Florida, party of the second part.

WITNESSETH That the said parties of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to them in hand paid by the said party of the second part, receipt whereof is hereby acknowledged, have granted, bargained, sold and dedicated to the City of Hollywood, Florida, party of the second part, for the perpetual use of the public for highway and (or) street purposes in accordance with public utility, a strip of land 50 feet and 25 feet in width, described as follows, to wit:

The West 50.0 feet of the East 180.0 feet, and the South 25 feet of the West 1/4 of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 5, Township 51 South, Range 42 East Less Stirling Road Right of Way, Said Land situate, lying and being in Broward County, Florida.



Provided, however, that if and whenever the said strip of land shall cease to be used for highway and (or) street purposes or public utility purposes, the title to said strip of land shall revert to the parties of the first part, their heirs, legal representatives or assigns.

Said parties of the first part furthermore do release hereby the City of Hollywood, Florida, party of the second part, from all damages by reason of the widening of the street and (or) highway, and (or) alley, whereupon said strip of land lies, and from all damages over and across the strip of land hereby dedicated which may be occasioned by reason of the widening of said street and (or) highway, and (or) alley, or which may be occasioned by reason of the laying of pipes, conduits or from the installing of other sub-surface structures.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals this day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

DAVID C. DOUGLAS

(SEAL)

(SEAL)

(SEAL)

WITNESS

WITNESS

75 NOV 24 PM 4:40

RE 0407 ME-295

600/m

STATE OF FLORIDA
COUNTY OF BROWARD

I hereby Certify That on this day personally appeared before me, an officer duly author-
ized to administer oaths and take acknowledgments, DAVID C. DOUGLAS

to me well known to be the person described in and who executed the foregoing deed, and
acknowledged before me that H.E. executed the same freely
and voluntarily for the purposes therein expressed.

Whereas my home and official seal is at FORT LAUDERDALE
County and State of Florida, this 17 day of October A.D. 1975

Notary Public, State of Florida at Large
My Commission Expires Mar. 4, 1977
Bonded by American Surety & Guaranty Co.

Paul E. Casalen

Notary Public, State of FLORIDA

My Commission expires

RECORDED IN THE OFFICIAL RECORDING BOOK
OF BROWARD COUNTY, FLORIDA
R. R. KAUTH
ACTING COUNTY ADMINISTRATOR

FILED

TO
THE CITY OF HOLLYWOOD
FLORIDA

FROM

Quit-Claim Deed

RE 6407 PAGE 256

This Instrument Prepared by and
When Recorded Return to:
Shannon R. Richman, Esq.
1000 SE 2nd Street, Unit 1
Fort Lauderdale, Florida 33301

DECLARATION OF UNITY OF TITLE

KNOW ALL MEN BY THESE PRESENTS, that pursuant to the ordinances of the City of Hollywood pertaining to zoning, the issuance of building permits and regulating building construction activities, the undersigned, being the fee owner(s) of the following described real property situated in the City of Hollywood, County of Broward and State of Florida, do hereby make the following declaration of conditions, limitations and restrictions on said lands, hereinafter to be known and referred to as a DECLARATION OF UNITY OF TITLE, as to the following particulars:

1. The undersigned is the owner in fee simple of the properties described as follows:

Parcel A - Property ID #: 5142-05-00-0131

Beginning 66.94' W of the NE corner $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 5, Township 51 S, Range 42 E, Thence running S. 673.46' to the South boundary of the said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, Thence 100.43' then N 673.22' Thence E 100.42' to the PLACE OF BEGINNING; Otherwise known as the W 100.44' of the E 167.38' of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 5, Township 51 S, Range 42 E, LESS therefrom the N 573' thereof. Together with a non-exclusive easement for ingress and egress over and across the E 15' of the following described property: Beginning 66.94' W of the NE corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 5, Township 51 S, Range 42 E, Thence running S 673.46' to the S. boundary of the said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, then W 100.43', Thence N 673.22' Thence E 100.42' to the PLACE OF BEGINNING, otherwise known as the W 100.44' of the E 167.38 of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 5, Township 51 S, Range 42 E. Said lands situate, lying and being in BROWARD County, Florida.

Parcel B - Property ID #: 5142-05-00-0126

The South 25 Feet of the East 66.94 of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 5, Township 51 South, Range 42 East, lying and situate in BROWARD County, Florida.

2. That the properties described herein will be developed for the proposed use of multi-family residence.
3. The aforesaid plot or combination of separate lots, plots, parcels, acreage or portions thereof shall hereafter be regarded and is hereby declared to be unified under one title as an indivisible building site (hereinafter referred to as "Property").
4. The said Property, for the purpose of building, zoning and other applicable codes and regulations, shall henceforth be considered as one parcel of land and that no portion shall be sold, assigned, transferred, conveyed or devised except in its entirety as one plot or parcel of land; provided, however, that recordation of a mortgage on any portion of the Property shall not be deemed to be in contravention of this Declaration.

5. The undersigned further agrees that this Declaration of Unity of Title shall constitute a covenant to run with the land, as provided by law, and shall be binding upon the undersigned, their successors and assigns, and all parties claiming under them until such time as the same may be released in writing under the approval of the Office of Planning Director.

6. The undersigned also agrees that this instrument shall be recorded in the Public Records of Broward County.

IN WITNESSS WHEREOF, the said property owner has signed and sealed these presents this 3 day of May, 2012.

Signed, sealed and delivered in the presence of:


Witness 1 Signature

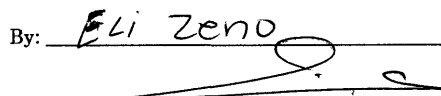
MARCOZ BALCARCEL
Witness 1 Print Name


Witness 2 Signature

FERNANDO OTORO
Witness 2 Print Name

ZE MANAGEMENT, LLC
A FLORIDA LIMITED LIABILITY COMPANY

By: Eli Zeno


Print name

PRESIDENT
Capacity/Title

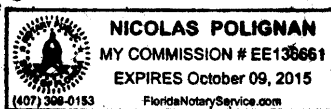
STATE OF FLORIDA)
SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this May 3, 2012,
by Eli Zeno (X who is known to me; or () who has
produced _____ as identification.

Nicolas Polignan (Signature)
Notary Public, State of Florida At Large

Nicolas Polignan
Notary Print Name

(SEAL)



Commission No.:

EE 13661

My Commission Expires: Oct 09, 2015

Search No.: 21-802-2A

ADJACENT RIGHT-OF-WAY REPORT

BrowardCountyLand Development Code – Section 5-189(c)(3)

THE UNDERSIGNED does hereby certify that a search has been made of the Public Records of BrowardCounty, in the State of Florida for:

The Broward County Board of County Commissioners

As to the following described property; as described in Exhibit “A”, to wit:

RIGHTS-OF-WAY:	NONE
MAINTENANCE MAPS:	NONE
EASEMENTS:	SEE ATTACHED
TIITF RESERVATIONS:	SEE ATTACHED
RELEASES/QUIT-CLAIMS or other CONVEYANCES OR RESERVATIONS:	NONE
SHOWN FOR REFERENCE:	NONE

***NOTE: THE ADJACENT RIGHT OF WAY HEREBY INCORPORATES ALL OF THE RIGHT OF WAY DOCUMENTS LISTED IN THE TITLE CERTIFICATE REPORT SUBMITTED HEREWITH.**

THE UNDERSIGNED hereby certifies that the forgoing Right-of-Way Report reflects a comprehensive search of the Public Records of Broward County, Florida, showing the recorded documentation of Rights-of-Way held in Fee Title, Easement and/or Reservation, including instruments into or out of TIITF on the above described property.

CERTIFIED this 3rd day of February 2021, at 11:00 P.M.

Paramount Title Services, Inc.



Evelyn Branas
Examiner

PARAMOUNT TITLE SERVICES, INC.
7501 W. Oakland Park Boulevard, Suite 303-East
Fort Lauderdale, Florida 33319
Phone: (954) 467-6607 – Fax (954) 467-3280

Search No.: 21-802-2A

EXHIBIT "A"

That certain portion of (**N. 31st TERRACE**), lying in **SECTION 5, TOWNSHIP 51 SOUTH, RANGE 42 EAST** bounded on the West by the Easterly Projection of **PARCEL A HOLLYWOOD OAKS GROVE, PLAT BOOK, 114, PAGE 10**, and on the EAST by the Westerly projection of **N. 31ST AVENUE**, said lands situate in Broward County, Florida.

TOGETHER WITH:

That certain portion of (**EVANS STREET**), lying in **SECTION 5, TOWNSHIP 51 SOUTH, RANGE 42 EAST** bounded on the West by the Easterly Projection of **N. 31ST TERRACE** and on the EAST by the Westerly projection of **N. 31ST AVENUE**, said lands situate in Broward County, Florida.

PARAMOUNT TITLE SERVICES, INC.
7501 W. Oakland Park Boulevard, Suite 303-East
Fort Lauderdale, Florida 33319
Phone: (954) 467-6607 – Fax (954) 467-3280

Search No.: 21-802-2A

RIGHT OF WAY:

1. **QUIT CLAIM DEED:** David C. Douglas TO City of Hollywood, Florida, a Florida municipal corporation, dated September 23, 1975, filed November 24, 1975 in O.R. Book 6407, Page 295

EASEMENTS:

1. EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND CONDITIONS SET FORTH ON PLAT OF **Leto Estates**, Plat Book 115, Page 11, Public Records Broward County, Florida.
2. EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND CONDITIONS SET FORTH ON PLAT OF **Mount Hollywood**, Plat Book 14, Page 24, Public Records Broward County, Florida.
3. EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND CONDITIONS SET FORTH ON PLAT OF **Emerald Hills Section Three**, Plat Book 83, Page 27, Public Records Broward County, Florida.
4. EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND CONDITIONS SET FORTH ON PLAT OF **Hollywood Oak Grove Commerce Center**, Plat Book 144, Page 10, Public Records Broward County, Florida.
5. **DECLARATION OF RESTRICTIONS:** Hollywood, Inc., a Florida corporation TO the Public, dated January 24, 1975, filed in O.R. Book 6091, Page 222.
6. **RESOLUTION:** City Commission of the City of Hollywood, Florida TO the Public, dated October 16, 1996, filed November 8, 1996 in O.R. Book 25628, Page 744.
7. **CERTIFICATE OF AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR EMERALD HILLS SECTION THREE:** The Lakes of Emerald Hills, Inc. TO the Public, dated June 16, 2006, filed June 21, 2006 in O.R. Book 42262, Page 333.
8. **CERTIFICATE OF AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR EMERALD HILLS SECTION THREE:** The Lakes of Emerald Hills, Inc., TO the Public, dated January 31, 2007, filed February 5, 2007 in O.R. Book 43546, Page 795.
9. **CERTIFICATE OF AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR EMERALD HILLS SECTION THREE:** The Lakes of Emerald Hills, Inc., a Florida not for profit corporation TO the Public, dated November 4, 2020, filed November 16, 2020, Under Instrument No. 116865192.

TITLE RESERVATIONS:

1. **DEED:** Board of Commissioners of Everglades Drainage District TO Mathew A. Cheshire, dated January 10, 1945, filed in Deed Book 470, Page 394.
2. **NON-USE COMMITMENT:** South Florida Water Management District TO Oak Grove Trailer Park Inc., a Florida corporation, dated September 11, 1987, filed October 6, 1987 in O.R. Book 14856, Page 234.

75-214493

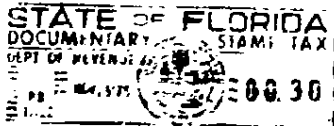
QUIT-CLAIM DEED

THIS INSTRUMENT, made this 23rd day of September A. D. 1975, between David C. Douglas and his wife of the County of Broward, State of Florida by David C. Douglas parties of the first part and the City of

Hollywood, Florida, a municipal corporation organized and existing under the laws of the State of Florida, party of the second part.

WITNESSETH That the said parties of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to them in hand paid by the said party of the second part, receipt whereof is hereby acknowledged, have granted, bargained, sold and dedicated to the City of Hollywood, Florida, party of the second part, for the perpetual use of the public for highway and (or) street purposes in accordance for public utilities, a strip of land 50 feet and 25 feet in width, described as follows, to wit:

The West 50.0 feet of the East 190.0 feet, and the South 25 feet of the West 1/4 of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 5, Township 51 South, Range 42 East Less Stirling Road Right of Way, Said Land situate, lying and being in Broward County, Florida.



Provided, however, that if and whenever the said strip of land shall cease to be used for highway and (or) street purposes or public utility purposes, the title to said strip of land shall revert to the parties of the first part, their heirs, legal representatives or assigns.

Said parties of the first part furthermore do release hereby the City of Hollywood, Florida, party of the second part, from all damages by reason of the widening of the street and (or) highway, and (or) alley, whereupon said strip of land lies, and from all damages over and across the strip of land hereby dedicated which may be occasioned by reason of the widening of said street and (or) highway, and (or) alley, or which may be occasioned by reason of the laying of pipes, conduits or from the installing of other sub-surface structures.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals this day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

DAVID C. DOUGLAS

(SEAL)

(SEAL)

(SEAL)

WITNESS

WITNESS

75 NOV 24 PM 4:40

RE 0407 ME-295

600/m

STATE OF FLORIDA
COUNTY OF BROWARD

I hereby Certify That on this day personally appeared before me, an officer duly author-
ized to administer oaths and take acknowledgments, DAVID C. DOUGLAS

to me well known to be the person described in and who executed the foregoing deed, and
acknowledged before me that H.E. executed the same freely
and voluntarily for the purposes therein expressed.

Whereas my home and official seal is at FORT LAUDERDALE
County and State of Florida, this 17 day of October A.D. 1975

Notary Public, State of Florida at Large
My Commission Expires Mar. 4, 1977
Bonded by American Surety & Guaranty Co.

Paul E. Casalen

Notary Public, State of FLORIDA

My Commission expires

RECORDED IN THE OFFICIAL RECORDING BOOK
OF BROWARD COUNTY, FLORIDA
R. R. KAUTH
ACTING COUNTY ADMINISTRATOR

FILED

TO
THE CITY OF HOLLYWOOD
FLORIDA

FROM

Quit-Claim Deed

RE 6407 PAGE 256

THIS INSTRUMENT PREPARED BY:

Shari Wald Garrett, Esq.
SIEGFRIED RIVERA
201 Alhambra Circle, 11TH Floor
Coral Gables, Florida 33134

**THE LAKES OF EMERALD HILLS, INC.'S CERTIFICATE OF AMENDMENT TO THE DECLARATION
OF RESTRICTIONS FOR EMERALD HILLS SECTION THREE**

THIS CERTIFICATE OF AMENDMENT is executed this 4th day of November, 2020, by
THE LAKES OF EMERALD HILLS, INC., a Florida not-for-profit corporation, (hereinafter referred to as
"Association").

RECITALS

WHEREAS, the Association is the corporation operating and managing Emerald Hills Section
Three, according to the Plat thereof, recorded in Plat Book 83, at Page 27, of the Public Records of
Broward County, Florida (hereinafter "The Lakes of Emerald Hills"); and

WHEREAS, the Association and all parcels and property therein are encumbered by the original
Declaration of Restrictions for Emerald Hills Section Three, which is originally recorded in Official Records
Book 6091, at Page 222 of the Public Records of Broward County, Florida, encumbering that certain real
property described as BLOCKS 1, 2, 3, 5, 6, 7, 8, 9, 10, and PARCELS A, B, C, D, E, F, G, H, J and K of
EMERALD HILLS SECTION THREE; and

WHEREAS, a certain amendment to the Declaration of Restrictions was proposed, as more
particularly described in Exhibit "A" attached hereto, at a duly called Special Meeting of the Members held
on October 28, 2020 ("Meeting"); and

WHEREAS, the proposed amendment to the Declaration of Restrictions was adopted at the
Meeting by the affirmative vote pursuant to Article XXI of the Declaration of Restrictions, having more
than fifty percent (50%) of all the Association's members appear in person or by general or limited proxy
and at least two-thirds (2/3rds) of the members so appeared to vote in favor of the amendment.

NOW, THEREFORE, the Association does hereby state the following:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The Amendment to Section XXX of the Declaration of Restrictions for the Association are
specified in the full text set forth on Exhibit "A" attached hereto and incorporated herein.

All other provisions of the Declaration of Restrictions remain unchanged.

IN WITNESS WHEREOF, THE LAKES OF EMERALD HILLS, INC., has caused these presents
to be duly executed in its name, this 4th day of NOVEMBER, 2020.

WITNESS:

Linda Hargaden
Witness Signature

Linda Hargaden
Witness Name Printed

THE LAKES OF EMERALD HILLS, INC.

BY: William Beakey
William Beakey, as President

Linda Hargaden
Witness Signature

Linda Hargaden
Witness Name Printed

ATTESTED: Tom Jahnes
Tom Jahnes, as Secretary

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me who appeared by means of ☐ physical presence or ☐ online notarization this ____ day of November 2020, by William Beakey, as President and Tom Jahnes, as Secretary, respectively of the THE LAKES OF EMERALD HILLS, INC., a Florida not-for-profit corporation, on behalf of and as an act of the corporation. Such individuals are:

Select applicable box to satisfy identification requirement of FLA. STAT. SECTION 117.05

☒
☐

are personally known to me, or

have produced _____ as identification

Claudia Street
Notary Public, State of Florida
My Commission Expires:
Print Name:

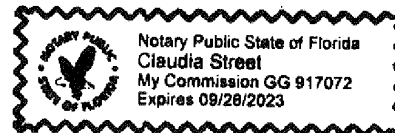


Exhibit "A"

(New language is indicated by underscored type,
old language to be stricken is indicated by ~~lined type~~).

XXX. LEASING. No lease shall be made for a Lot (or portion of a Lot) for a term less than six (6) months.
Additionally, no Lot shall be advertised for rent for a term less than six (6) months.

MORTGAGE DEED
TO CORPORATION FROM INDIVIDUAL

75-16449

This Mortgage Deed

16th day of January A.D. 1975 by
LLOYD F. LOCKLEY and ESTHER D. LOCKLEY, his wife,

hereafter called the mortgagor, to AMERICAN NATIONAL BANK AND TRUST COMPANY OF FORT
LAUDERDALE, a national banking association existing under the laws of the United States, with its permanent
post office address at 1415 E. Sunrise Boulevard, Fort Lauderdale, Florida, hereafter called the mortgagee.

Who executed hereon the above mortgage and mortgagee, include all the parties to the instrument and the law
fully authorized representatives of individuals and the officers and agents of corporations and the terms of the
instrument shall be deemed to be incorporated herein.

Witnesseth, that for good and valuable considerations, and also in consideration of the agree-
ment contained in the promissory note of even date herewith, hereinafter described, the mortgagor here-
by grants, conveys, sells, alien, remises, releases, conveys and confirms unto the mortgagee all the certain land
of which the mortgage is now secured and in possession situate in Broward County
Florida:

Lot 26, ISLA BAHIA, according to the Plat thereof,
as recorded in Plat Book 47, Page 27 of the Public
Records of Broward County, Florida.

State Documentary Stamps in the amount of \$60.00
affixed to original note and cancelled.

90°

Smiley

THIS IS A BALLOON MORTGAGE AND THE FINAL
PAYMENT ON THE BALANCE DUE UPON MATURITY
IS \$38,734.80. INTEREST WITH ACCRUED
INTEREST SHALL BE PAID ADVANCEMENTS MADE
BY THE MORTGAGEE UNDER THE TERMS OF THIS
MORTGAGE.

OFF. REC. 6991 PAGE 213

RETURN TO:

This Instrument Was Prepared By
REBECCA McCOLLUM
American National Bank & Trust Co.
Fort Lauderdale
1415 E. Sunrise Boulevard
Fort Lauderdale, Florida 33304

8.00

To Have and to Hold the same, together with the tenements, hereditaments and appurtenances thereto belonging and the rents, issues and profits thereof, unto the mortgagee, in fee simple.

And the mortgagor covenants with the mortgagee that the mortgagor is indefeasibly seized of said land in fee simple that the mortgagor has good right and lawful authority to convey said land as afore said that the mortgagor will make such further assurances to perfect the fee simple title to said land in the mortgage as may reasonably be required, that the mortgagor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free and clear of all encumbrances.

Provided Always, that if said mortgagor shall pay unto said mortgagee the certain promissory note hereinafter substantially copied or identified to wit

\$ 40,000.00

Fort Lauderdale, Fla. January 16, 1975

FOR VALUE RECEIVED, I We, jointly and severally, promise to pay to the order of
AMERICAN NATIONAL BANK AND TRUST COMPANY OF FORT LAUDERDALE
- - FORTY THOUSAND and No/100's - - - - - DOLLARS
1415 E. Sunrise Blvd., Fort Lauderdale, Florida 33304

with interest from date at the rate of Ten (10%) per cent per annum until paid, payable as follows:

Equal monthly installments each in the sum of \$363.49, including principal and interest, with the first installment due and payable one (1) month from date hereof, and successive installments due and payable on the same day each and every month thereafter, with the entire balance of principal and interest due and payable three (3) years from date hereof. Payments as made shall apply first to interest and then to principal.

Prepayment may be made at any time and in any amount without penalty.

NOW, should it become necessary to collect this note through an attorney, either of us, whether maker, surety, or endorser of this note, hereby agree to pay all costs of such collection, including reasonable attorney's fee. The drawers and endorsers severally waive presentment for payment, protest, and notice of protest for non-payment of this note and consent that time of payment may be extended without notice to or the release from any liability of any maker or endorser.

IN THE EVENT any payment of interest or principal be not paid within thirty (30) days after the same becomes due the holder of this note may, at his option, declare the whole principal sum hereof to be immediately due and payable and failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any such subsequent non-payment. Any property of any maker or endorser held by the holder hereof may be applied by the holder to any sums due and unpaid pursuant to this note.

Signed, sealed and delivered in the presence of

Witness	}	/s/ Lloyd F. Lockley	(Seal)
Witness		Lloyd F. Lockley	
Witness	}	/s/ Esther D. Lockley	(Seal)
Witness		Esther D. Lockley	
STATE OF	}		
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, personally appeared _____

_____ to me known to be the person(s) described in and who executed the foregoing instrument and _____ acknowledged before me that _____ executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____ A. D. 19 _____

REC-6091 PAGE 210

and shall perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants thereof, and of this mortgage then this mortgage and the estate hereby created, shall cease, de termine and be null and void

And the mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on said pro perty, to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time, to keep the buildings now or hereafter on said land fully insured in a sum of not less than full insurable value against fire with extended coverage in a company or companies acceptable to the mortgagee, the policy or policies to be held by and payable to, said mortgagee and in the event any sum of money becomes payable by virtue of such insurance the mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the mortgagor for any surplus, to pay all costs, charges, and expenses, including lawyer's fees and title searches, reasonably incurred or paid by the mortgagee because of the failure of the mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this mortgage, or either, to perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants set forth in said note and this mortgage or either. In the event the mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this mortgage, or either, the mortgagee may pay the same without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date thereof at the highest law ful rate then allowed by the laws of the State of Florida.

If any sum of money herein referred to be not promptly paid within thirty (30) days next after the same becomes due, or if each and every the agreements, stipulations, conditions and covenants of said note and this mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the mortgagor to pay any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

In Witness Whereof, the said mortgagee has caused this instrument to be signed and sealed, and she presents the day and year first above written.

Signed, sealed and delivered in the presence of

Lloyd F. Lockley

Esther D. Lockley

L.S.

L.S.

L.S.

L.S.

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an official duly authorized in the State, docketed and in the County docketed, to take acknowledgments, personally appeared

LLOYD F. LOCKLEY and ESTHER D. LOCKLEY, his wife,

to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State first aforesaid this 16th day of January A D 1975.

Notary Public, State of Florida at
Large

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 11, 1975
GENERAL INSURANCE UNDERWRITERS, INC.

REC. 0-131 PAGE 229



FORM 60-6
Rev. 1-67

RECORD & RETURN TO: PATRICIA A. RATHBURN, ESQUIRE
ATKINSON, JENNE, DINER, STONE & COHEN, P.A.
1946 Tyler Street - P. O. Drawer 2088
Hollywood, FL 33022-2088

87426220

NON USE COMMITMENT NO. 647

BY SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ON LANDS DEEDED BY
BOARD OF COMMISSIONERS OF EVERGLADES DRAINAGE DISTRICT

WHEREAS, pursuant to and in compliance with Chapter 25420, Laws of Florida, Acts of 1949, the Board of Commissioners of Everglades Drainage District effected the transfer of all reservations held by said Board and District to the Central and Southern Florida Flood Control District; and

WHEREAS, Central and Southern Florida Flood Control District was created under and by virtue of Chapter 25270, Laws of Florida, Acts of 1949, and has generally operated according to the provisions of Chapter 373, Florida Statutes, and

WHEREAS, pursuant to and in compliance with Section 373.069(3), Florida Statutes, the name of Central and Southern Florida Flood Control District has been changed to SOUTH FLORIDA WATER MANAGEMENT DISTRICT, and

WHEREAS, the Everglades Drainage District did convey on January 16, 1945, by Deed No. 2252, recorded in Deed Book 470, page 394, Broward County, Florida, public records, the following described land:

The Northeast one-quarter (NE $\frac{1}{4}$) of the Northwest one-quarter (NW $\frac{1}{4}$) of the Northeast one-quarter (NE $\frac{1}{4}$), Less the East 267.81 feet, Section 5, Township 51 South, Range 42 East, Broward County, Florida.

WHEREAS, the following reservations were reserved by the Everglades Drainage District in said deed:

The grantor does not sell and convey but hereby expressly reserves for itself, its successors and assigns, the following: Fifty percent (50%) of all the oil, gas and other minerals now owned by grantor in, on or under, or that may hereafter be produced, saved and marketed from the lands herein described; in, on or under, or that may hereafter be produced, saved and marketed from the lands herein described.

WHEREAS, the SOUTH FLORIDA WATER MANAGEMENT DISTRICT does not desire to release, and any mineral rights which it may have in and to said property.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a public corporation, in compliance with and by virtue of the authority in it vested under the Laws of the State of Florida, and for and in consideration of the sum of SEVENTY DOLLARS (\$ 70.00) and other valuable considerations paid by OAK GROVE TRAILER PARK INC., a Florida Corporation, c/o Terrance J. Mullin, Esq. Sutton, Jamerson & Mullin, P.A. 2655 LeJeune Road Penthouse II, Coral Gables, FL 33134

does hereby agree not to make use of the reservations of oil, gas and other mineral in, on or under the land abovescribed, subject to the following conditions:

- (1) In the event oil, gas or other minerals shall be produced from the aforementioned land by the present owner or assigns or successors in title, this non use commitment shall thereupon become extinguished and the right to make use of the reserved interest in said District in oil, gas and other minerals shall revert.
- (2) That this non use commitment shall not be revocable except for non compliance by the holder of title with the conditions hereof, or by mutual consent of the District and the holder of title.

Oct 6 2 56 PM '81

BK 14856 PG 0234

Am
9-
1-50

IN WITNESS WHEREOF, the SOUTH FLORIDA WATER MANAGEMENT DISTRICT has caused these presents to be executed in its name and its official seal affixed hereto by its Governing Board, acting by the Chairman of said Board and attested by its Assistant Secretary, at West Palm Beach, Palm Beach County, State of Florida, this the 11th day of September, A. D., 19 87

Legal Form Approved
SFWMID Office of Counsel

By [Signature] Date 9/18/87

SOUTH FLORIDA WATER MANAGEMENT DISTRICT,
BY ITS GOVERNING BOARD

BY: [Signature]

Chairman

ATTEST:

Thomas E. Huser
Assistant Secretary

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

I HEREBY CERTIFY, that on this the 11th day of September, A.D., 19 87, before me, the undersigned authority, personally appeared NANCY H. ROEN and THOMAS E. HUSER, Chairman and Assistant Secretary, respectively, of the Governing Board of SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers, and acknowledged the execution thereof to be their free act and deed as such officers for the purposes and uses therein mentioned, and that they affixed thereto the official seal of the Governing Board of SOUTH FLORIDA WATER MANAGEMENT DISTRICT, and that the said instrument is the act and deed of said SOUTH FLORIDA WATER MANAGEMENT DISTRICT and the Governing Board thereof.

WITNESS my signature and official seal at West Palm Beach, said County and State, the day and year last aforesaid.



Joseph C. Walsh
Notary Public

My Commission Expires: Notary Public, State of Florida
My Commission Expires Dec. 19, 1988
Notary Public Insurance, Inc.

FILED WITH THE CLERK OF THE SOUTH
FLORIDA WATER MANAGEMENT DISTRICT
ON September 11, 1987
BY [Signature]
DEPUTY CLERK

BK 14856PC0235

VA-96-04

RESOLUTION NO.

R-96-442

96-557921 T#001
11-08-96 04:18PM

\$ 0.70
DOCU. STAMPS-DEED
RECVD. BROWARD CNTY
B. JACK OSTERHOLT
COUNTY ADMIN.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING THE VACATING AND ABANDONMENT OF A UTILITY EASEMENT IN A PORTION OF "LETO ESTATES", GENERALLY LOCATED WEST OF N. 31ST TERRACE AND SOUTH OF STIRLING ROAD AND MORE SPECIFICALLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

WHEREAS, the City of Hollywood Code of Ordinances provides that an application for a vacation of an easement on private property may be filed; and

WHEREAS, a valid application was filed (VA-96-04 attached) with the City Engineer, for the vacation of a Utility Easement in a portion of "LETO ESTATES", more specifically described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the City Engineer, following analysis of the application, has determined that approval of said vacation is generally consistent with the Comprehensive Plan; and

WHEREAS, the City Commission of the City of Hollywood, after review of the recommendations of the City Engineer and careful consideration of this issue, has determined that the proposed vacation bears a reasonable relationship to the health, safety, morals and welfare of the citizens of Hollywood; and

WHEREAS, the City Commission has determined that the proposed vacation would be in the best interests of the citizens of Hollywood;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

FEE ITEM
RETURN TO
PROPER RECORDING

CERTIFICATION

I certify this to be a true and correct copy of the record in my office.

WITNESSED by my hand and official seal of the City of Hollywood, Florida, this the

10 day of November 1996
[Signature] City Clerk

Norman Viet, PLS
City of Hollywood - Engineering Dept.
2600 Hollywood Blvd., #308
Hollywood, FL 33020-9045

EX-25628760744

1 (3) RA

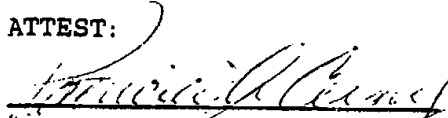
SECTION 1: That the City Commission of the City of Hollywood hereby approves the vacation and abandonment of a certain Utility Easement in a portion of "LETO ESTATES", generally located West of N. 31st Terrace and South of Stirling Road and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

SECTION 2: That this resolution shall be in full force and effect immediately upon its passage and adoption.

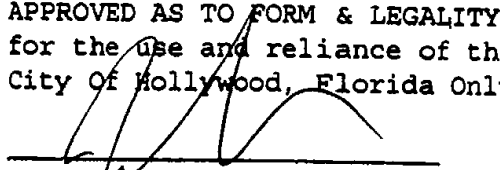
PASSED AND ADOPTED this 16 day of Oct, 1996.


MARA GIULIANTI, MAYOR

ATTEST:


PATRICIA A. CERNY, CMC/AEE,
CITY CLERK

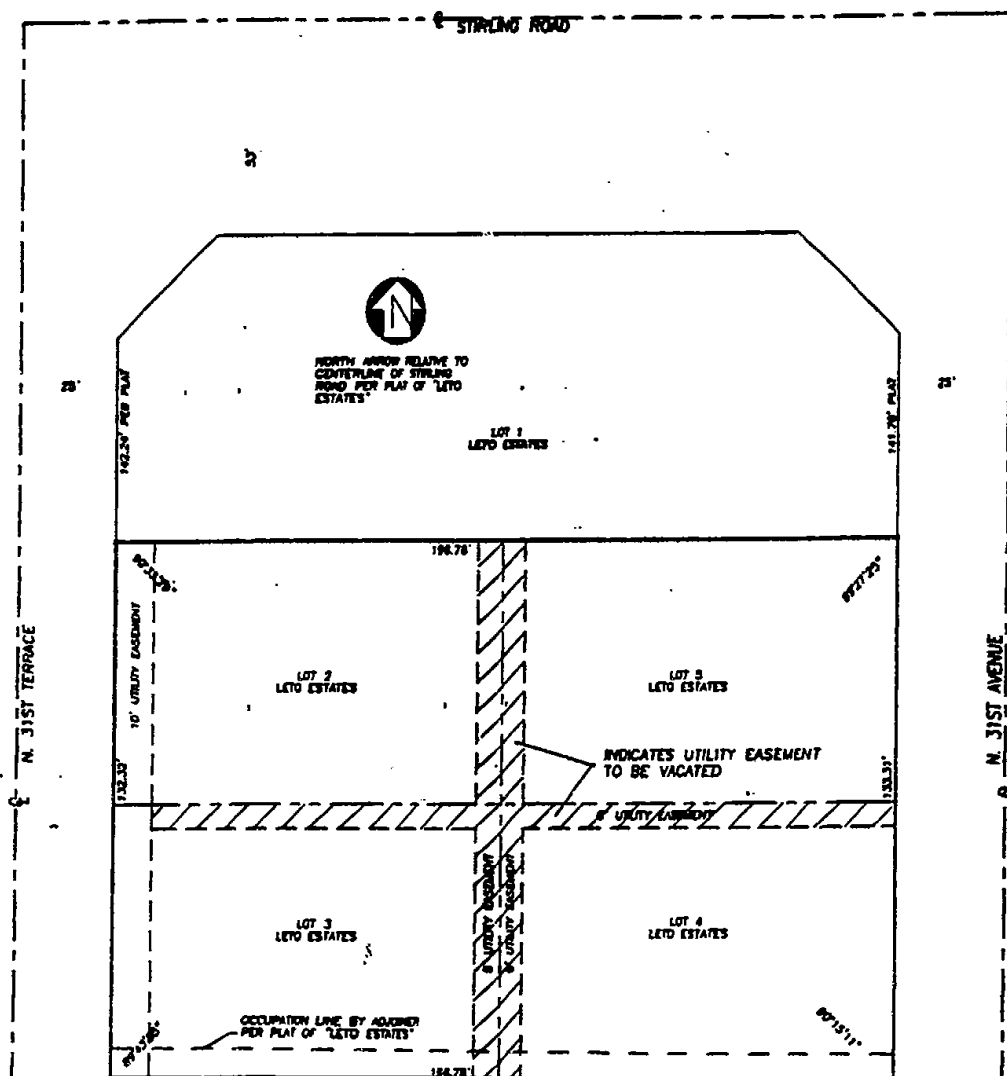
APPROVED AS TO FORM & LEGALITY
for the use and reliance of the
City Of Hollywood, Florida Only:


JAMIE ALAN COLE, CITY ATTORNEY

EX25628P60745

305-923-7666 2131 HOLLYWOOD BLVD., SUITE 201, HOLLYWOOD, FL 33020

ALL THAT PORTION OF THE 6.00 FOOT UTILITY EASEMENT LYING WITHIN LOTS 2, 3, 4 AND 5, "LETO ESTATES", ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 115, PAGE 11, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, EXCLUDING THAT PORTION OF SAID 6.00 FOOT UTILITY EASEMENT LYING WITHIN THE NORTH 6.00 FEET OF THE WEST 10.00 FEET OF SAID LOT 3.

**AIRPAGE SECTION 8-51-42**

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

SCALE: 1"=40'		F.B.I.		I hereby certify that this sketch was made under my responsible charge and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.	
DRAWN BY: SHG		CHECKED BY: SHG			
REVISION		DATE	BY	By: <u>Stephen H. Gibbs</u> Stephen H. Gibbs, for the firm Professional Surveyor & Mapper No. 4034 State of Florida	
				NOT VALID WITHOUT EMBOSSED SURVEYOR'S SEAL	
				DATE OF SKETCH MAY 8, 1998	
				LETO	

Exhibit "A"

AK25628760746

This instrument was prepared by:
Robert Rubinstein, Esquire,
BECKER & POLIAKOFF, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF RESTRICTIONS FOR
EMERALD HILLS SECTION THREE**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Restrictions for Emerald Hills Section Three, as recorded in Official Records Book 6091, at Page 222 of the Public Records of Broward County, Florida, encumbering that certain real property described as EMERALD HILLS SECTION THREE, according to the Plat thereof, recorded in Plat Book 83, at Page 27, of the Public Records of Broward County, Florida, were duly adopted in the manner provided in Article XXI of the Declaration of Restrictions, that is by a vote of the Board of Directors and an instrument in writing recorded in the Public Records of Broward County, Florida.

IN WITNESS WHEREOF, we have affixed our hands this 16th day of June, 2006, at Hollywood, Broward County, Florida.

WITNESSES:

Sign [Signature]
Print Keith M. Poliakoff
Sign [Signature]
Print CONNIE BLAIR

THE LAKES OF EMERALD HILLS, INC.

By: [Signature]
Steven Reese, President
Address: 3560 32nd Terrace
Hollywood, FL 33021

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of June, 2006, by Steven Reese, as President of The Lakes of Emerald Hills, Inc., a Florida not-for-profit corporation.

Personally Known X OR
Produced Identification _____
Type of Identification _____

NOTARY PUBLIC - STATE OF FLORIDA

Sign [Signature]
Print Colleen LaPlant
My Commission expires: _____

FTL_DB: 989941_1



DECLARATION OF RESTRICTIONS

The undersigned HOLLYWOOD, INC., a Florida corporation, hereinafter called the DECLARER, being, at the time this Declaration was recorded, the owner of all the land situate, lying and being in Broward County, Florida, more particularly described as follows:

BLOCKS 1, 2, 3, 5, 6, 7, 8, 9, 10, and PARCELS A, B, C, D, E, F, G, H, J and K of EMERALD HILLS SECTION THREE, according to the Plat thereof recorded in Plat Book 83, Page 27 of the Public Records of Broward County, Florida.

and THE LAKES OF EMERALD HILLS, INC.

~~does hereby~~ (hereinafter "Property") imposed the following restrictions as set forth more particularly hereinafter.

ARTICLE I – OWNER

Wherever hereinafter the term "owner" is used it shall be deemed to mean the purchaser from the DECLARER, and the successors and assigns of said purchaser; ~~and shall also be applicable to the DECLARER.~~

ARTICLE II - SINGLE FAMILY RESIDENTIAL LOTS TO WHICH THESE RESTRICTIONS IN THE ABOVE DESCRIBED SUBDIVISION SHALL BE APPLICABLE.

A. All lots in Blocks 1, 2, 3, 5, 6, 7, 8, 9, 10.

B. No building or structure or part thereof shall be erected, constructed, altered, reconstructed or used on any lot ~~in the blocks hereinabove described~~, other than one (1) single family dwelling, which shall have an attached 2-car, enclosed garage (a car-port is specifically prohibited); and said single family dwelling shall be for the use and occupancy of one (1) family and attendant domestic servants only. No building shall exceed two (2) stories in height, as hereinafter defined.

ARTICLE III - MINIMUM FLOOR AREA

Every one-story, single family residence shall have a minimum floor area of 2,200 square feet, excluding from such area porches and attached garages; and every two-story, single family residence building shall have a minimum ground floor area of 1,500 square foot, excluding from such area porches and attached garages, except as follows:

A. On lots 1 to 13 inclusive of Block 2, one-story single family residence buildings shall have a minimum floor area of 2,000 square feet, excluding from such area porches and attached garages, and no two-story, single family residences shall be constructed on said lots.

ARTICLE IV - BUILDING LINES

A. Front Lot Line: No building or structure shall be located on any lot ~~in the blocks in this Subdivision described in ARTICLE II hereinabove~~, nearer than twenty-five (25') feet to the front lot line at any point, so as to create a minimum front set back of twenty-five (25') feet from the front lot line at any point.

B. Rear Lot Line: No building or structure shall be located on any lot nearer than fifteen (15') feet to the rear lot line or lot lines (running perpendicular to the rear lot line or rear lot lines) so as to create a minimum rear set back of fifteen (15') feet, except as follows:

- (1) On Lots 40 to 74 inclusive of Block 2; and on Lots 1 to 6 inclusive of Block 10, such minimum rear set back shall be ten (10') feet;
- (2) All lots that have rear lot lines abutting the Lakes, being Parcels H and J, shall have a minimum rear set back of twenty (20') feet; except, however, if there is a swimming pool structure, then such swimming pool structure shall have a minimum rear set back of fifteen (15') feet.

C. ~~Side Lot Lines, Except for Corner Lots.~~ No building or structure shall be located on any lots ~~in the blocks described in ARTICLE II hereinabove~~ nearer to any side lot line than seven and one-half (7 ½') feet, measured perpendicular to and running parallel to each side lot line for all lots that have less than ninety (90') feet of street frontage. On all lots with ninety (90') feet or more of street frontage, no building or structure shall be located nearer than a distance equivalent to ten (10%) per cent of the width of the lot at the narrowest point determined by the building line, but such side set back need not exceed more than ten (10') feet on each side.

D. ~~Side Lot Lines for Corner Lots.~~ On all corner lots ~~in the blocks described in ARTICLE II hereinabove~~, there shall be a minimum side set back on the side of the lot abutting the side street of fifteen (15') feet and a minimum side set back on the other side of the lot of seven and one-half (7 ½') feet.

E. Definition of Structure. Walls of a swimming pool and screen enclosures of a swimming pool and screened porches, are deemed to be a structural part of the dwelling and shall, therefore, conform to the set back requirements of Paragraphs A, B, C and D hereinabove.

F. Exceptions. Terraces, walls, fences and similar construction, may be erected within the set back areas hereinabove set forth in sub-paragraphs A, B, C and D, provided that such construction shall not interfere with exposure or view or reasonable privacy of adjoining or facing properties; and provided, further, that no such construction shall be erected without the prior written consent and approval of the ~~Environmental Control Board of Directors of the Association~~ and provided construction complies with the prevailing zoning and building regulations. Such terraces, walls and fences, upon approval, may be constructed even though over an easement, subject to the provisions of ARTICLE XII.

ARTICLE V - LOT SIZES.

Lots may be enlarged by consolidation with one or more adjoining lots or one lot or a part of a lot, under one ownership, with the written consent of the Association DECLARER. In the event one or more lots or one lot and a part of another lot are developed as a unit, all restrictions herein contained shall apply as to a single lot. In any event no building, structure or dwelling shall be erected, altered, placed or permitted to remain on any site smaller than one (1) lot ~~in any Blocks described in Article II hereinabove, as the same appears on the recorded Plat of the above described Subdivision.~~

ARTICLE VI - SIDEWALK REQUIREMENTS AND SOD OF SWALE AREA.

A. Sidewalks five (5') feet in width, the top of which shall be three (3") inches above crown grade of abutting street or streets shall be constructed at Owner's expense by the time of completion of the dwelling abutting each lot ~~described in ARTICLE II hereinabove~~. Sidewalks shall be constructed in accordance with City of Hollywood standards.

B. ~~In all Blocks described in ARTICLE II hereinabove,~~ The Owner shall solidly sod, ~~by the time of the completion of the dwelling,~~ the parcel or parcels of land lying between the sidewalk and any abutting street, with the exception of that

portion of the land used for driveway; the Owner shall at all times maintain said solidly sodded area.

ARTICLE VII - UNDERGROUND WIRING.

No lines or wires for communication or the transmission of electricity shall be constructed, placed or permitted to be placed upon any lot ~~in the Blocks described in ARTICLE II hereof~~, unless as to any part or parts of said lines or wires which shall be outside the dwelling, the same shall be constructed or placed or maintained underground.

ARTICLE VIII - PROHIBITIONS AND REQUIREMENTS.

A. No loud noises, noxious or offensive activity shall be carried on upon any lot or any portion of the Common Areas or Association-owned property described in ARTICLE II hereinabove, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any resident or the neighborhood.

B. No animals, birds or fowl of any kind, nature and species, shall be kept or maintained on any such lot, except dogs, cats and pet birds confined in cages; which pets shall be kept in a reasonable number and as pets for the pleasure and use of the occupants of the dwelling erected on said lot.

C. Upon any portion of the Common Areas or any Association-owned property, or upon any lot ~~in any Blocks described in ARTICLE II hereinabove~~, or upon any building or dwelling built on any such lot, no signs, advertisements, notices, posters, or placards of any character shall be displayed or placed thereon, including but not limited to "For Sale" or "For Rent" signs, except as otherwise provided in ARTICLES XIV, ~~ARTICLE XIX, and ARTICLE XX~~ of this Declaration of Restrictions and except those installed and/or posted by the Board of Directors of the Association.

D. No manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever shall be conducted or carried on upon any portion of the Common Areas or any Association-owned property, or upon any lot ~~or any part of any lot in the blocks described in ARTICLE II hereinabove~~, or in any building or other structure erected on such lot.

E. Trash shall not be permitted to accumulate so as to be a detriment to the Subdivision or a fire hazard. In the event that any Owner shall fail or refuse to keep the premises free of weeds, underbrush or refuse or other unsightly growths or objects, the ~~Environmental Control Board of Directors of~~ the Association hereinafter provided for may enter upon said land and remove the same. The expense of doing so shall be charged to the Owner of the lot and shall become a lien upon said lot, collectible and enforceable in the same manner as other assessments, charges or liens are collectible and enforceable.

F. All garage doors shall be closed except as required to be open for purposes of ingress and egress, and the garage is to be used for the storage of motor vehicles. In no event shall the Owner construct, maintain or install anything in the garage that would impair the use of said garage for the storage of motor vehicles and in no event shall an Owner convert the garage for use other than for the storage of motor vehicles, except with the prior written consent of the Board of Directors of the Association.

G. No trailers, boats (except as hereinafter provided), watercraft of any kind of type, campers, vans, mobile homes, motor homes, recreational vehicles, golf carts, buses, trucks, flat beds, open beds, mopeds, or commercial vehicles, other than those present on business, may be parked on any lot or in front of any lot, or on any portion of the Common Areas or Association-owned property described in ARTICLE II hereinabove.

H. No laundry shall be hung for drying in such a way as to be readily visible from the street on which the lot fronts or on which the lot sides or from the Lakes (Parcels H and J).

I. The use of any lakes and canals by boats powered by inboard or outboard engines is prohibited. Sailboats, canoes, rowboats, paddle boats, owned by the owner of a lot abutting a lake or waterway may be docked or tied up on that part of the lake or waterway abutting said lot; provided, however, that such boats must have an identification name or number visible on exterior of the boat and the boat owner must register the boat with the Board of Directors of the Association.

J. No tennis courts shall be constructed or erected on any lot ~~in the Blocks described in ARTICLE II hereinabove.~~

K. The owners of the lots ~~in the Blocks described in ARTICLE II hereinabove~~ shall not draw water from the lakes or waterways, except with the prior written consent of the Board of Directors of the Association and only for the sole purpose of lawn irrigation.

L. All roof tile must be cement tile, or a product of equal or superior quality to cement tile and equal cosmetic appearance to cement tile approved in accordance with Article XVII of this Declaration. All roofs must be pressure cleaned periodically and not less often than one time per calendar quarter. Roofs cannot have mold, mildew, dirt, or stains.

M. All sidewalks must be pressure cleaned periodically and not less often than one time per calendar quarter. Sidewalks cannot have mold, mildew, dirt, or stains.

N. All buildings, structures, dwellings, fences, walls and other improvements must be kept in good repair and condition and must be kept clean.

O. All portions of a lot not covered by a building, fence, or other structure must be landscaped with green sod and barren or unsodden areas are prohibited. All portions of a lot not covered by a building, fence, or other structure must be irrigated, covered by an irrigation system and meet the minimum landscaping requirements of the City of Hollywood. All landscaping, grass, shrubbery and trees must be kept green, neat and properly trimmed in accordance with the standards of Broward County.

P. Inoperable, unlicensed and unregistered vehicles, including vehicles with expired tags, are prohibited on any lot or portion of the Common Areas or Association-owned property. No vehicle parked outside of a garage can be covered in any manner. Any and all vehicles that are prohibited and any and all vehicles that are not properly parked will be towed at the owner's expense without prior notice.

Q. All driveways must be hard-surfaced. Grass, dirt, loose stones and any other material not a solid, hard surface are prohibited for driveways.

R. All exterior lighting, whether decorative, functional, or for security, is prohibited, except with the prior written consent of the Board of Directors of the Association. No light or lighting can be directed anywhere except onto the lot on which it is installed.

S. Riprap sand bags are the only product and method that can be used to combat or treat erosion on any land abutting or contiguous to water. All other products or methods for combating or treating erosion on any land abutting or contiguous to water are prohibited.

ARTICLE IX - GARBAGE DISPOSAL.

Every garbage receptacle or container shall be shielded from view by a wall or some other type of enclosure. All garbage and rubbish shall be placed in the garbage receptacle or container and the Owner shall at all times keep and maintain the lot in a clean and sanitary condition.

ARTICLE X - TYPE OF REQUIREMENTS OF CONSTRUCTION.

A. All materials used in the construction shall comply with all ordinances, rules and regulations of all governmental bodies having jurisdiction thereover and shall be subject to the written approval of the ~~Environmental Control Board of Directors of the Association.~~

B. Finished Floor is defined as being no less than eighteen (18") inches above the center crown of the street in front of each dwelling.

C. A two-story, single family residence is defined as follows:

Finished floor level on the first floor to the finished level on the second floor, shall not exceed eighteen (18') feet in height.

The roof of a two-story, single family residence shall not exceed a roof pitch of 4/12.

D. All dwellings constructed on Lots 1 to 8 inclusive of Block 1 and Lots 1 to 15 inclusive of Block 2 ~~of the Subdivision described in ARTICLE II hereinabove,~~ shall have circular driveways.

ARTICLE XI - TREES & SOIL.

A. No trees in excess of two (2") inches in diameter which lie within the set back lines as established hereinabove shall be removed without the prior written consent of the ~~Environmental Control Board of Directors of the Association.~~

B. No trees shall be removed or cut, nor shall surface soil be dug or removed from any lot ~~in the Blocks described in ARTICLE II hereinabove~~ for purposes other than the construction of the dwelling, without the prior written consent of the ~~Environmental Control Board of Directors of the Association.~~

C. Where there are no trees on a lot the Owner shall plant a minimum of one tree per forty (40') feet of lot frontage or fraction thereof; such trees shall be a minimum of eight (8') feet in height and shall be planted between the sidewalk and the curb. No palm trees shall be planted.

ARTICLE XII - EASEMENTS.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat of the above described Subdivision or recorded in the Public Records of Broward County, Florida. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of or obstruct or retard the flow of drainage channels in the easements. The easement area of each lot ~~in the Blocks described in ARTICLE II hereinabove~~ and all improvements made by the Owner thereon shall be maintained continuously by the Owner of said lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE XIII - HOUSE TRAILERS & TEMPORARY BUILDINGS.

Trailers, tenants, shacks, barns or any temporary building of any design whatsoever, are expressly prohibited ~~within the Blocks described in ARTICLE II hereinabove~~ and no temporary residence shall be permitted in an unfinished residential building. This shall not prevent the erection of a temporary building for materials and supplies to be used in the construction of a dwelling nor shall it be deemed to prohibit the construction of a temporary construction field office, but any such temporary building shall be removed from the premises upon completion of the residential dwelling.

ARTICLE XIV - SIGNS.

The following signs and only the following signs shall be permitted, ~~except as otherwise provided in ARTICLE XIX and ARTICLE XX of this Declaration of Restrictions:~~

A. For each single family dwelling, one name plate, not exceeding one (1) square foot in area, indicating the name and/or house number of the occupant.

B. The Association DECLARER may install and retain signs for the ~~any proper purpose of orientation, directional or traffic control. An Owner other than the DECLARER may install directional signs upon obtaining the written approval of the DECLARER.~~

C. On any one lot ~~described in the Blocks set forth in ARTICLE II hereinabove~~, one "For Sale" sign and/or one "For Rent" sign may be erected, any such sign shall not exceed four (4) square feet in area.

ARTICLE XV - PROMPT COMPLETION.

The erection of any new building or repair of any building damaged by fire or otherwise shall be completed as promptly as possible and should the Owner leave such building in an incomplete condition for a period of more than six (6) months, the Association DECLARER, or its authorized representatives is authorized and empowered either to tear down and clear from the premises the uncompleted portion of such structure or to complete the same at its discretion; and in either event the expense incurred shall be charged against the Owner's interest therein and shall be a lien upon the land and premises involved.

ARTICLE XVI - ENVIRONMENTAL CONTROL BOARD SUSPENSION OF USE RIGHTS, FINES & SUSPENSION OF VOTING RIGHTS.

A. ~~The DECLARER shall designate an Environmental Control Board consisting of not less than three (3) natural persons, who need not be residents or owners of any of the lots in the Blocks described in ARTICLE II hereinabove and who may be employees of the DECLARER, and who shall serve at the pleasure of the DECLARER.~~

~~The Environmental Control Board shall have authority to approve or disapprove plans and specifications and otherwise guide the development of the lots in the Blocks described in ARTICLE II hereinabove, which development is planned and restricted herein. The DECLARER shall prepare rules and regulations for the conduct of the Environmental Control Board; but neither the members of the Board nor its designated representatives shall be entitled to any compensation for services performed pursuant to this ARTICLE XVI.~~

B. ~~Since these Restrictive Covenants as are set forth in this Declaration of Restrictions are for the mutual benefit of the Owners of property as well as for the benefit of the DECLARER, if and when the DECLARER shall abandon operation of the Environmental Control Board, then the Association hereinafter provided~~

~~for, pursuant to its Articles of Incorporation and its By-Laws shall be empowered to elect or designate the Environmental Control Board.~~

Every owner and the owner's family, guests, occupants, tenants, invitees and agents shall comply with the provisions of Chapter 720, Florida Statutes, this Declaration, the Bylaws, the Articles of Incorporation and rules and regulations of the Association, all as may be amended or renumbered from time to time (collectively the "Governing Documents").

A. Suspension of Use Rights. The right of the Association to suspend, for a reasonable period of time, the use and enjoyment rights of any owner, or any of the owner's family, guests, occupants, tenants, invitees, or agents, in and to the Common Areas, Association owned property and recreation facilities of the Association, if any, during any period that any Assessment or other charge imposed by the Association remains unpaid or for an infraction of the Governing Documents, all as may be amended or renumbered from time to time. A suspension, other than a suspension for failure to pay Assessments or other charges when due, may not be imposed without notice of at least 14 days to the person sought to be suspended and an opportunity for a hearing before a committee of at least three members appointed by the Board of Directors of the Association who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed suspension, it may not be imposed.

B. Fines. The Board of Directors may levy reasonable fines, not to exceed the highest amount permitted by law per violation against any owner, or any of the owner's family members, guests, occupants, tenants, invitees, or agents, for every and any violation of the Governing Documents, all as may be amended or renumbered from time to time. An owner shall be liable and responsible for paying any fine levied against the owner, and jointly and severally liable and responsible to pay for any fine levied against any of the owner's family members, guests, occupants, tenants, invitees, or agents. There shall be no aggregate, cap, or limit to a fine. A fine may not be imposed without notice of at least 14 days to the person sought to be fined and an opportunity for a hearing before a committee of at least three members appointed by the Board of Directors of the Association who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine, it may not be imposed. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. The requirements of this subsection do not apply to the imposition of fines because of the failure to pay assessments or other charges when due. Each owner shall have an obligation to pay the fine and the Association shall have a continuing lien against each Lot to secure such fine, both as provided in Article _____ of this Declaration. The fine may be collected in the manner set forth in Article _____ of this Declaration.

C. Suspension of Voting Rights. The Association may suspend the voting rights of a member for the nonpayment of regular annual assessments that are delinquent in excess of 90 days.

ARTICLE XVII - ENVIRONMENTAL ARCHITECTURAL CONTROL BOARD AUTHORITY.

Any lot Owner, prior to commencement of any construction, alteration, modification, or improvement of or to any new or existing structure or improvement shall submit two sets of working drawings and specifications to the Environmental Control Board of Directors of the Association for its written approval or disapproval and said Board shall act within ninety (90) ~~thirty (30)~~ days of receipt of said sets of plans, and its approval or disapproval shall be in writing on one such set of plans and said set returned to the lot Owner or his designated representative. Only after written approval has been given in the manner herein provided shall the lot Owner seek a building permit and commence construction.

The above referred to plans shall include a site plan showing thereon the location of all structures and shall include a tree survey showing the trees on the property involved and shall include a grade plan and shall show the outline of any part of any structure that may exist on each lot adjoining the subject lot.

In the event the Board fails to approve or disapprove the proposed plan within ~~ninety (90) thirty (30)~~ days after plans and specifications have been submitted to it, or, in any event if no suit to enjoin the construction has been timely filed, the above required written approval of the Board will not be required and the related covenants shall be deemed to have been fully complied with. It is understood that the purpose of this Article is to cause the lots ~~Blocks described in ARTICLE II hereinabove~~ to be developed into and maintained as a beautiful, harmonious, private residential section and that the ~~Environmental Control~~ Board shall not be arbitrary in its decisions.

If a disagreement on the points set forth in this Article should arise, the parties shall may submit the same to arbitration of competent architects, which arbitration shall take place in the usual manner of each party appointing one arbitrator and the two so appointed selecting a third arbitrator and a majority of the board of arbitration shall control the matter and the decision of such majority shall be binding upon the parties. The costs of the arbitration shall be paid by the lot Owner. This is merely an informal method for resolution that is discretionary with both parties and does not prevent or restrict the exercise of any other right or remedy and is not a condition precedent to the exercise of any other right or remedy.

ARTICLE XVIII - ABATEMENT OF VIOLATIONS.

Violation of any conditions or restrictions or breach of any covenant herein contained shall give the ~~DECLARER or the~~ Association, in addition to all other remedies, the right to enter upon the land on which such violation or breach exists and summarily to abate and remove, at the expense of the Owner of said land, any construction or other violation that may be or exist thereon contrary to the intent and provision hereof; and the Association ~~DECLARER~~ shall not thereby become liable in any manner for trespass, abatement or removal.

ARTICLE XIX - SALES AGENCY.

~~Notwithstanding anything to the contrary herein contained, the DECLARER may construct and maintain a sales agency office and/or construction office, together with a sign or signs on lots (in Blocks described in ARTICLE II) of its choosing until such time as all lots in the Blocks described in ARTICLE II hereinabove have been sold by the DECLARER. Model dwellings built by the DECLARER may be used for sales purposes by the DECLARER.~~

ARTICLE XX - BUILDERS (Owners who have purchased a lot or Lots from Declarer)

~~Notwithstanding anything to the contrary herein contained the DECLARER and builders who are erecting homes on lots in the Blocks described in ARTICLE II hereinabove, may construct a sign or signs totaling not more than thirty two (32) square feet of front surface on any one lot on which a home is being constructed and said sign or signs shall be maintained by the builder and may remain on the lot until the home built thereon has been sold. On lots owned by builders on which a home is to be constructed by the builder in the future, the builder may erect a sign not to exceed four (4) square feet.~~

~~Before the erection of any such sign by an Owner or builder a drawing of same showing the dimensions and copy thereon shall first be submitted to the Environmental Control board for its written approval.~~

~~A builder may use a dwelling built by the builder as a Model dwelling and, therefore, as a sales office for the sale of other dwellings built or to be built by the said Builder.~~

ARTICLE XXIX - RIGHT TO MODIFY OR CANCEL.

DECLARER Association specifically reserves for itself the absolute and unconditional right to alter, modify, change, revoke, rescind, or cancel any or all of the restrictive covenants contained in this Declaration of Restrictions or hereinafter included in any subsequent Declaration of Restrictions. Any such action by Association DECLARER shall be by instrument recorded in the Public Records of Broward County, Florida.

ARTICLE XXII - DURATION.

This Declaration of Restrictions and the covenants contained herein are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of forty (40) years from the date of the recordation of this Declaration of Restrictions. The Association DECLARER shall have the right to extend the duration of this Declaration of Restrictions.

ARTICLE XXIII - ENFORCEMENT.

Enforcement shall be by proceedings at law or in equity by the Association DECLARER, against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damage. Failure to enforce any of the covenants herein contained shall in no event be deemed a waiver of the right to do so thereafter, as to the same breach or as to a breach occurring prior or subsequent thereto.

ARTICLE XXIV - ASSIGNMENT.

~~Any or a~~ All of the rights, powers and obligations, easements and estates reserved or given to the DECLARER ~~my have been~~ assigned by the DECLARER to the Association ~~hereinafter provided for and in such event, such~~ Association by accepting such Assignment, ~~shall agree to~~ has assumed the rights, powers, duties and obligations and will carry out and perform the same. ~~Any such Assignment or transfer shall be made by appropriate instrument in writing in which the assignee shall join for the purpose of evidencing its consent to such assignment and its acceptance of the rights and powers, duties and obligations herein contained, and such Assignment shall be recorded in the Public Records of Broward County, Florida. Such Assignee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to the DECLARER. After such assignment the DECLARER shall be relieved and released of all responsibilities.~~

ARTICLE XXIIIIV - THE ASSOCIATION.

The Association referred to in this Declaration of Restrictions is The Lakes of Emerald Hills, Inc., ~~a hereby declared to be the~~ Florida corporation, not for profit ~~which has been created by the~~ whose Articles of Incorporation are attached hereto and made a part hereof, designated as Exhibit A, and the By-Laws of said Association are attached hereto and made a part hereof designated Exhibit B.

~~The Association has entered into a Management Agreement with the DECLARER (who is referred to therein as the Management Firm) and such Management Agreement is attached hereto and made a part hereof designated Exhibit C. Prior to the conveyance of title by the DECLARER to any third party of any of the 201 lots described in ARTICLE II hereof, the DECLARER agrees to~~ has conveyed to Association by Statutory Warranty Deed and caused the same to be recorded in the Public Records of Broward County, Florida, Parcels A, B, C, D, E, F, G, H, J and K of EMERALD HILLS SECTION THREE, according to Plat thereof recorded in Plat Book

83, Page 27 of the Public Records of Broward County, Florida. Association has, in turn, conveyed certain portions of Parcels A and K to the various owners of Lots 65 through 75, Block 2, and Lots 1 through 8, Block 10.

The Association ~~is shall thereupon be~~ responsible for the cost of maintenance, taxes, insurance and improvements, if any be made by the Association, all as is more fully set forth in the By-Laws of the Association, Exhibit B attached hereto.

The owner of record of each of the 201 lots described in ARTICLE II hereinabove shall be a member of the Association and as such member shall be entitled to one vote and by accepting a deed such owner accepts the membership in the Association and agrees to pay the assessment imposed by the ~~Management Firm, so long as the Management Agreement is in effect, and thereafter as imposed by the~~ Association. The amount of such assessment shall be 1/201 for each lot owned of 77.12% of the total annual cost incurred by the Association in connection with the property owned by the Association and in connection with any other property that the Association is maintaining, as provided in the By-Laws of the Association, Exhibit B, attached hereto. Such 77.12% represents the percentage of land that is involved in this Declaration of Restrictions, being the land described in ARTICLE II hereinabove, as it relates to the total land area of said land described in ARTICLE II and Blocks 4, 11 and 13 of said Plat of Emerald Hills Section Three (The Townhomes of the Lakes of Emerald Hills).

The owner of record of said Blocks 4, 11 and 13 of said Plat of Emerald Hills Section Three, being the Declarer, and its successors and assigns, agrees to pay 22.88% of the total annual costs incurred by the Association in connection with the operation and maintenance of the property owned by the Association and in connection with any other property that the Association is maintaining, all as provided in the By-Laws of the Association, Exhibit B attached hereto.

If an owner of a lot is combining said lot with an adjoining lot resulting in one homesite said owner shall be entitled to only one vote but shall be liable for 2/201 of the assessment, as the assessment is hereinabove defined.

If an owner of a lot combines a part of an adjoining lot with a full lot, resulting in one homesite, said owner shall be entitled to only one vote, but shall be liable for 1/201 of the assessment as hereinabove defined, pus the prorated amount determined by the fraction of the adjoining lot, as his share of the assessment.

~~So long as the DECLARER is the owner of any of said 201 lots described in ARTICLE II hereinabove, it shall be a member of the Association in the same manner as any other owner and shall be responsible for its share of the costs and shall pay its share of the assessment in the same manner and in the same proportion as any other owner.~~

Each owner shall have equal use of the property of the Association for the purposes and in the manner set forth in the By-Laws of the Association, Exhibit B attached hereto.

The owner or owners of said Blocks 4, 11 and 13 and the owners of units in Blocks 4, 11 and 13, upon the association or associations formed to manage the property in such blocks entering into a contract with the Association as created by Exhibit A attached hereto, shall be entitled also to equal use of the property of the Association, all as provided in the By-Laws, Exhibit B attached hereto.

ARTICLE XXVI -- NOTICES.

~~Any communication or notices provided for herein to be given or submitted to the DECLARER or the Environmental Control Board shall be submitted to said parties at the following address:~~

3325 Hollywood Boulevard

10

ROBERT RUBINSTEIN, ESQ.
BECKER & POLIAKOFF, P.A. • 3111 STIRLING ROAD • FT. LAUDERDALE, FLORIDA 33312
TELEPHONE (954) 987-7550

Hollywood, Florida 33024

until such time as the DECLARER has made an assignment in accordance with the provisions of ARTICLE XXIV and after such assignment has been made, then such notices shall be submitted to the Assignee at the address of the Assignee as the same appears in the Assignment.

ARTICLE XXIV.

The DECLARER further states that the remaining blocks in the Subdivision of EMERALD HILLS SECTION THREE other than the Blocks described in ARTICLE II hereinabove and other than the Parcels described in ARTICLE XXIII hereinaabove are as follows:

BLOCK 12 – which is dedicated on the recorded Plat to the Public as a Public Recreation Site and is designated thereon as "PARK"

BLOCKS 4, 11 and 13, owned by the DECLARER, which blocks are The Townhouses of the Lakes of Emerald Hills presently zoned for Townhouse Units. It is the present intention of the DECLARER (subject to the DECLARER changing its intention and said DECLARER reserves the right for itself, its successors and assigns to construct less than 144 residential dwelling units thereon) to There has been constructed thereon in the future, in phases, a maximum of 144 Condominium Townhouses. If such Condominium Townhouses are constructed, any The association or associations formed to manage the said condominiums shall enter into an agreement with the Association created by Exhibit A attached hereto, to pay a share of the costs undertaken to be paid by the ASSOCIATION, such share to be based upon the formula set forth in ARTICLE XXIII hereinaabove, whereupon Upon the association or associations formed to manage the said condominiums entering into a contract with the Association, the members of any such condominium association or associations shall have the equal right to use the property being managed by the ASSOCIATION in the same manner as members of the ASSOCIATION.

ARTICLE XXVIII - SEVERABILITY.

Invalidation by any court or otherwise of any restrictions or covenant contained in this Declaration of Restrictions shall in no wise affect any of the other provisions contained in this Declaration of Restrictions which shall remain in full force and effect.

ARTICLE XXIX - RULE OF CONSTRUCTION.

The restrictive covenants contained in this Declaration of Restrictions shall, where construction and interpretation is necessary, be construed in consonance and harmony with the applicable Statutes, Ordinances and Regulations of the State of Florida, County of Broward and City of Hollywood, and any other governmental body having jurisdiction thereover.

ARTICLE XXVII – ASSESSMENTS AND LIEN.

A. Creation of the Lien and Personal Obligation for Assessments. Except as provided elsewhere herein, each Lot within the Property, hereby, respectively, covenants and agrees, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association annual assessments or charges for: the maintenance, repair, replacement, protection, operation, management and insurance of the Common Areas, Association-owned property and the Association as provided herein; the maintenance, repair, replacement, protection, operation, management and insurance of other items described herein as

Common Areas, whether or not such items are on dedicated property or owned by the Association or otherwise, or any portion of the Property not owned but maintained by the Association; the costs of payment or transference of any legitimate lien or judgment rendered against the Common Areas or Association or any portion of the Property owned or maintained by the Association; any and all costs of employing persons to operate and run recreational facilities; costs of Association employees; such reasonable reserves as the Association may deem necessary; and capital improvement assessments as provided herein, all such assessments to be fixed, established and collected from time to time as hereinafter provided (hereinafter sometimes referred to as "Common Expenses"). In addition, special assessments may be levied against particular Owners and Lots for expenses incurred against particular Lots and/or Owners to the exclusion of others and other charges against specific Lots or Owners as contemplated in this Declaration. The annual and special assessments, together with late charges, interest, costs of collection thereof and reasonable attorney's fees incident to the collection of annual or special assessments, or the enforcement of a lien, as hereinafter provided, whether or not suit be brought, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. The lien is effective from and shall relate back to the recording of the original Declaration, but as to institutional first mortgages, the lien is effective from and after recording a Claim of Lien in the Public Records of Broward County, Florida stating the description of the Lot, name of the Owner, amount due and the due dates. Each such assessment, together with late charges, interest, costs of collection thereof and reasonable attorney's fees, shall also be the personal obligation of all Owner(s) of such lot, as well as the owner's heirs, legal representatives, successors and assigns.

B. Determination of Assessments for Common Expenses. Not less than 30 days prior to the beginning of each fiscal year, the Board of Directors of the Association shall adopt a budget for such fiscal year which shall estimate all of the Common Expenses to be incurred by the Association during the fiscal year. In determining the budget for any fiscal year, the Board of Directors may take into account Common Areas, Lots and additions to the Property anticipated to be added during the fiscal year. Any assessments made for reserve items shall be utilized only for items of reserve, such as capital improvements, road resurfacing, exterior painting, and the like. The Board shall then establish the Assessment for Common Expenses per Lot, which shall be equal to the total amount to be assessed for Common Expenses pursuant to the budget, divided by the total number of Lots within the Property subject to said assessments. The Association shall then promptly notify all owners, in writing, of the amount, frequency, and due dates of the Assessment for Common Expenses per Lot.

From time to time during the fiscal year, the Board of Directors may modify the budget for the fiscal year, and pursuant to the revised budget or otherwise the Board of Directors may, upon written notice to the owners, change the amount, frequency and/or due dates of the Assessments for Common Expenses per Lot. If the expenditure of funds is required by the Association in addition to funds produced by the regular Assessments, for Common Expenses, the Board of Directors may make special Assessments for Common Expenses, which shall be levied in the same manner as hereinbefore provided for regular Assessments for Common Expenses and shall be payable in the manner determined by the Board of Directors as stated in the notice of any special Assessments for Common Expenses. In the event any Assessment for Common Expenses is made payable in equal periodic payments as provided in the notice from the Association, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until: (1) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount, or (ii) the Association notifies the owner in writing of a change in the amount and/or frequency of the periodic payments. Notwithstanding the foregoing, in no event shall any Assessment for Common Expenses payable by any owner be due less than ten (10) days from the date of the notification of such Assessment or Common Expenses.

C. Payment of Assessments for Common Expenses. On or before the date each Assessment for Common Expenses is due, each owner or Lot shall be

required to and shall pay to the Association an amount equal to that Owner's or Lot's, prorate share of the Assessment for Common Expenses.

D. Common Areas and Certain Other Property. No Common Areas shall be subject to direct assessment hereunder. The foregoing exemption shall also apply to parks and similar open spaces. Further, the foregoing exemption shall apply to any land owned by the Association. In the event of any ambiguity or doubt as to whether any particular open space or other land is subject to assessment, the determination of the Board of Directors of the Association shall be final and conclusive (and not subject to later change unless the use of the open space in question changes).

E. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for maintenance, repair, replacement, protection, operation, management and insurance of the Common Areas and Lots, as provided herein, the payment of expenses allocated to the Property by the Association, security-related purposes and to promote the health, safety, welfare and recreational opportunities of the Association and the Owners and their families residing with them (if applicable) and their permitted tenants and invitees.

F. Capital Improvements. Funds which, in the aggregate, exceed the amount of \$50,000 in any one calendar year for material alterations or substantial additions (as distinguished from repairs and maintenance) relating to the Common Areas, Association-owned property, or property maintained but not owned by the Association, and which have not previously been collected as reserves or are not otherwise available to the Association may be levied as special assessments by the Association upon approval by a majority of the Board of Directors of the Association and upon approval of a majority vote of the lots. It is the intent of this section that any material alteration or substantial addition having a cost of less than the aforesaid amount may be included in the budget or levied as a special assessment solely upon the approval of a majority of the Board of Directors of the Association.

G. Date of Annual Assessments; Due Dates. The annual/regular assessments provided for in this Article XXVII shall be applicable from January 1 through December 31st of such year. The annual assessments shall be payable, in advance, in monthly installments, or in semi-annual or quarter-annual installments, if so determined by the Board of Directors of the Association. The assessment amount (and applicable installments) may be changed at any time by said Board from that originally stipulated or from any other assessment that is in the future adopted. The original assessment for any year shall be levied for the calendar year, but the amount of any revised assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installments) remaining in such calendar year. The due date of any special assessment shall be fixed in the resolution of the Board of Directors of the Association.

H. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period, to the extent practicable, at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots and the Owners thereof and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner subject to rules and regulations of the Board of Directors of the Association.

Written notice of the applicable assessment shall thereupon be sent to every Owner subject thereto thirty (30) days prior to payment, except as to emergency assessments. In the event no such notice of a new assessment period is given, the assessment amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein.

The Association shall, upon demand at any time, furnish to any Owner liable for an assessment, a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid as to any particular Lot. Such certificate shall be

conclusive evidence of payment of any assessment to the Association therein stated to have been paid. The Association shall have the option, in its sole discretion, to impose a fee of One Hundred Fifty (\$150.00) Dollars, or such other amount as determined by the Association, not to exceed any maximum amount provided by law, to issue said certificate of assessment. The fee so imposed shall be paid prior to the release of any certificate of assessment.

I. Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If the assessment or installments of an assessment are not paid on the dates when due (being the dates specified herein), then such assessment or installments of an assessment shall become delinquent and shall, together with late charges, interest, the cost of collection thereof and reasonable attorney's fees incident to the collection thereof or enforcement of the lien, thereupon become a continuing lien on the appropriate Lot and the personal obligation of the Owner of such Lot, and the Owner's heirs, personal representatives, successors and assigns. Except as provided in Paragraph J of this Article XXVII, the personal obligation of the then Owner to pay such assessment shall pass to the Owner's successors in interest and recourse may be had against either or both.

If any assessment or installment of an assessment is not paid within fifteen (15) days after the due date, at the option of the Association, a late charge per installment of \$25.00, or such other amount as determined by the Association, not to exceed any maximum amount provided by law, may be imposed (provided that only one late charge may be imposed on any one unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges, provided further, however, that each other installment thereafter coming due shall be subject to one late charge as aforesaid) and the remainder of installments of the annual assessment may be accelerated and become immediately due and payable in full, and all sums due shall bear interest from the dates when due until paid at the highest lawful rate (or, if there is no highest lawful rate, 18% per annum) and the Association may bring an action at law against the Owner(s) personally obligated to pay the same or may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the property on which the assessments and late charges are unpaid and may foreclose such lien, or pursue one or more of such remedies at the same time or consecutively.

In the case of an acceleration of the remainder of installments of the annual assessment, each installment so accelerated shall be deemed, initially, equal to the amount of the then most current delinquent installment, provided that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Lot whose installments were so accelerated shall continue to be liable for the balance due and payable by reason of such an increase and special assessments against such Lot shall be levied by the Association for such purpose.

In addition to the rights of collection of assessments stated in this section, any and all persons acquiring the title to or the interest in a Lot as to which the assessment is delinquent, including, without limitation, persons acquiring title by operation of law and by judicial sale, shall not be entitled to the occupancy of such Lot or dwelling upon such Lot or the enjoyment of the Common Areas until such time as all unpaid and delinquent assessments, late fee, interest, costs and attorney's fees due and owing from the prior Owner have been fully paid, and no sale or other disposition of a Lot shall be permitted until an estoppel letter is received from the Association acknowledging payment in full of all assessments and other sums due; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and governmental taxing agencies contemplated by Paragraph J of this Article XXVII. Failure of the Association to send or deliver bills or notices of assessments shall not relieve Owners from their obligations hereunder.

The Association shall have such other remedies for collection and enforcement of assessments as may be permitted by applicable law. All remedies are intended to be, and shall be, cumulative.

J. Subordination of the Lien. The lien of the assessment provided for in this Article XXVII shall be subordinate to real property tax liens and to the lien of any institutional first mortgage recorded in the Public Records of Broward County, Florida prior to recordation of the Association's claim of lien, except as provided below.

A lien for assessments shall not be affected by any sale or transfer of a Lot; provided, however, that in the event an institutional first mortgagee acquires title to a Lot pursuant to a foreclosure of its first mortgage or a deed in lieu of foreclosure of its first mortgage, or in the event a governmental taxing authority acquires title to a Lot pursuant to a foreclosure of its tax lien or a deed in lieu of foreclosure of its tax lien or by any other method for its tax lien, such institutional first mortgagee and such governmental taxing authority shall not be liable for assessments pertaining to the Lot or chargeable to the former Owner of the Lot which became due prior to such foreclosure or deed in lieu of foreclosure. Any such foreclosure or deed in lieu of foreclosure shall not relieve such institutional first mortgagee or governmental taxing authority from any assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. If any person or entity other than the institutional first mortgagee or governmental taxing authority obtains title to the Lot by or through a foreclosure or deed in lieu of foreclosure of the institutional first mortgage or tax lien, or by or through any other means whatsoever, such other person or entity shall remain personally liable, jointly and severally with the prior Owner, for all assessments, late fees, interest, costs and attorney's fees pertaining to the Lot due and owing from the former Owner and which became due prior to the date such other person or entity acquires title to the Lot and, as to such other person or entity, the Association's lien shall remain in effect until paid in full.

Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Paragraph J shall be deemed to be an assessment divided among, payable by Owners of, and a lien against, all Lots, as provided in this Article XXVII, including the Lot as to which the foreclosure or deed in lieu of foreclosure took place.

K. Collection of Assessments. The Association shall collect all assessments payable by the Owners pursuant to this Article XXVII. Each Owner will remit the assessments to the Association made pursuant to this Declaration pursuant to such procedure as may be adopted by the Association.

The Association shall notify each owner, by written notice given at least fifteen (15) days in advance, of any changes in the amounts of the assessments due it or the frequency at which they are to be collected. The aforesaid notice period may be as short as five (5) days in the case of special assessments, fines and similar impositions on fewer than all owners.

The Association may delegate any duties delegated to it pursuant hereto to a management company.

L. Association Funds. Annual and special assessments, including reserves, may be commingled for investment purposes and invested in the same manner a Trustee would invest trust assets to protect the principal for the beneficiary of a Trust.

M. Specific Damage. Owners (on their behalf and on behalf of their tenants, contractors, subcontractors, licensees, invitees, employees, officers, family and guests) causing damage to any portion of the Common Areas as a result of misuse, negligence, failure to maintain or otherwise shall be directly liable to the Association and a special assessment may be levied therefor against such Owner or Owners and/or the

Lots of such Owners. Such special assessments shall be subject to all of the provisions hereof relating to other assessments, including, but not limited to, the lien and foreclosure procedures.

ARTICLE XXVIII – SALES

No Lot shall be sold or otherwise transferred, and no owner or other person shall occupy a Lot and/or dwelling, unless and until the prospective owner or other transferee shall appear for a personal interview with the Board of Directors of the Association for the purpose of receiving, discussing and signing for receipt of the governing documents, including this Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations of the Association.

This instrument was prepared by:
Robert Rubinstein, Esquire,
BECKER & POLIAKOFF, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF RESTRICTIONS FOR
EMERALD HILLS SECTION THREE**

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Restrictions for Emerald Hills Section Three, as recorded in Official Records Book 6091, at Page 222 of the Public Records of Broward County, Florida, encumbering that certain real property described as BLOCKS 1, 2, 3, 5, 6, 7, 8, 9, 10, and PARCELS A, B, C, D, E, F, G, H, J and K of EMERALD HILLS SECTION THREE, according to the Plat thereof, recorded in Plat Book 83, at Page 27, of the Public Records of Broward County, Florida, were duly adopted in the manner provided in the Declaration of Restrictions.

IN WITNESS WHEREOF, we have affixed our hands this 31 day of January, 2007, at Hollywood, Broward County, Florida.

WITNESSES:

Sign Carmen A. Sierra
Print CARMEN A. SIERRA
Sign Michelle Soter
Print Michelle Soter

THE LAKES OF EMERALD HILLS, INC.

By Steven Reese
Steven Reese, President
Address: 3560 32nd Terrace
Hollywood, FL 33021

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 31 day of January, 2007, by Steven Reese, as President of The Lakes of Emerald Hills, Inc., a Florida not-for-profit corporation.

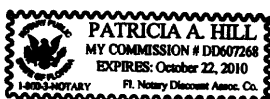
Personally Known ☒ OR
Produced Identification ☐

Type of Identification _____

NOTARY PUBLIC - STATE OF FLORIDA

Sign Patricia A. Hill
Print PATRICIA A. HILL
My Commission expires: _____

FTL_DB: 1029964_1



**AMENDMENTS TO THE
DECLARATION OF RESTRICTIONS
FOR
EMERALD HILLS SECTION THREE**

1. Article VI, Paragraph B, of the Declaration of Restrictions is amended to read as follows:

B. The Owner shall solidly sod the parcel or parcels of land lying between the sidewalk and any abutting street, with the exception of that portion of the land used for driveway or trees; the Owner shall at all times maintain said solidly sodded area.

2. Article VIII, Paragraphs L, M, R and T, of the Declaration of Restrictions are amended and created to read as follows:

L. All roof tile must be cement tile, or a product of equal or superior quality to cement tile and equal cosmetic appearance to cement tile approved in accordance with Article XVII of this Declaration. All roofs must be ~~pressure~~ cleaned periodically ~~and not less often than one time per calendar quarter~~. Roofs cannot have excessive mold, mildew, dirt, or stains.

M. All sidewalks must be ~~pressure~~ cleaned periodically ~~and not less often than one time per calendar quarter~~. Sidewalks cannot have excessive mold, mildew, dirt, or stains.

R. ~~All exterior lighting, whether decorative, functional, or for security, is prohibited, except with the prior written consent of the Board of Directors of the Association.~~ No exterior light or lighting, whether decorative, functional, or for security, can be directed anywhere except onto the lot on which it is installed.

T. As of the date of these revisions, the use of chain link or any wire fencing is prohibited from the front of all homes and the backs of all homes bordering any portion of The Lakes. The use of such fencing is only permissible on the sides and backs of homes so long as they are not visible from the front of homes or the backs of homes bordering any portion of The Lakes.

3. Article XI, Paragraphs B and C, of the Declaration of Restrictions are amended to read as follows:

B. No trees shall be removed or severely pruned ~~cut~~, nor shall surface soil be dug or removed from any lot for purposes other than the construction of the dwelling, without the prior written consent of the Board of Directors of the Association.

C. Where there are no trees on a lot the Owner shall plant a minimum of one tree per forty (40') feet of lot frontage or fraction thereof; such trees shall be a minimum of eight (8') feet in height and shall be planted between the sidewalk and the curb. ~~No palm trees shall be planted.~~

4. Article XVI, Paragraph B, of the Declaration of Restrictions is amended to read as follows:

B. Fines. The Board of Directors may levy reasonable fines, not to exceed the highest amount permitted by law per violation against any owner, or any of the owner's family members, guests, occupants, tenants, invitees, or agents, for every and any violation of the Governing Documents, all as may be amended or renumbered from time to time. An owner shall be liable and responsible for paying any fine levied against the owner, and jointly and severally liable and responsible to pay for any fine levied against any of the owner's family members, guests, occupants, tenants, invitees, or agents. There shall be no aggregate, cap, or limit to a fine. A fine may not be imposed without notice of at least 14 days to the person sought to be fined and an opportunity for a hearing before a committee of at least three members appointed by the Board of Directors of the Association who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine, it may not be imposed. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. The requirements of this subsection do not apply to the imposition of fines because of the failure to pay assessments or other charges when due. Each owner shall have an obligation to pay the fine and the Association shall have a continuing lien against each Lot to secure such fine, both as provided in Article XXVII of this Declaration. The fine may be collected in the manner set forth in Article XXVII of this Declaration.

5. Article XVII of the Declaration of Restrictions is amended to read as follows:

Any lot Owner, prior to commencement of any construction, alteration, modification, or improvement of or to any new or existing structure or improvement shall submit two sets of working drawings and specifications to the Board of Directors of the Association for its written approval or disapproval and said Board shall act within forty five (45) days of receipt of said sets of plans, or within ninety (90) days of receipt of said sets of plans submitted any time during the months of May, June, July, or August, and its approval or disapproval shall be in writing on one such set of plans and said set returned to the lot Owner or his designated representative. Only after written approval has been given in the manner herein provided shall the lot Owner seek a building permit and commence construction.

The above referred to plans shall include a site plan showing thereon the location of all structures and shall include a tree survey showing the trees on the property involved and shall include a grade plan and shall show the outline of any part of any structure that may exist on each lot adjoining the subject lot.

In the event the Board fails to approve or disapprove the proposed plans within forty five (45) days after plans and specifications have been submitted to it, or within ninety (90) days after plans and specifications have been submitted to it any time during the months of May, June, July, or August, or, in any event if no suit to enjoin the construction has been timely filed, the above required written approval of the Board will not be required and the related covenants shall be deemed to have been fully complied with. It is understood that the purpose of this Article is to cause the lots to be developed into and maintained as a beautiful, harmonious, private residential section and that the Board shall not be arbitrary in its decisions.

If a disagreement on the points set forth in this Article should arise, the parties may submit the same to arbitration of competent architects, which arbitration shall take place in the usual manner of each party appointing one arbitrator and the two so appointed selecting a third arbitrator and a majority of the board of arbitration shall control the matter and the decision of such majority shall be binding upon the parties. The costs of the arbitration shall be paid by the lot Owner. This is merely an informal method for resolution that is discretionary with both parties and does not prevent or restrict the exercise of any other right or remedy and is not a condition precedent to the exercise of any other right or remedy.

6. Article XIX of the Declaration of Restrictions is amended to read as follows:

Association specifically reserves for itself the absolute and unconditional right to alter, modify, change, revoke, rescind, or cancel any or all of the restrictive covenants contained in this Declaration of Restrictions or hereinafter included in any subsequent Declaration of Restrictions. Any such action by Association shall be ~~instrument~~ by vote or written consent of a majority of the lot owners and recorded in the Public Records of Broward County, Florida.

7. Article XXV of the Declaration of Restrictions is amended to read as follows:

Invalidation by any court or otherwise of any restrictions or covenant contained in this Declaration of Restrictions shall in no way ~~wise~~ affect any of the other provisions contained in this Declaration of Restrictions which shall remain in full force and effect.

8. Article XXVIII of the Declaration of Restrictions is amended to read as follows:

~~No Lot shall be sold or otherwise transferred, and no owner or other person shall occupy a Lot and/or dwelling, unless and until the prospective owner or other transferee shall appear for a personal interview with the Board of Directors of the Association for the purpose of receiving, discussing and signing~~ Every new lot owner must personally sign for receipt of the governing documents, including this Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations of the Association. The governing documents must be delivered to the new owner at or before closing by the seller/prior owner and, upon the seller's/prior owner's failure to deliver the governing documents to the new owner, the Association may mail them to the new owner's Lot address by certified mail, return receipt requested, or they may be hand-delivered to the new owner to the Lot address by a Board member. If the governing documents are hand-delivered by a Board member, the Board member will also be available to answer any of the new owner's questions.

NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED THROUGH WITH HYPHENS.

This Instrument Prepared by and
When Recorded Return to:
Shannon R. Richman, Esq.
1000 SE 2nd Street, Unit 1
Fort Lauderdale, Florida 33301

DECLARATION OF UNITY OF TITLE

KNOW ALL MEN BY THESE PRESENTS, that pursuant to the ordinances of the City of Hollywood pertaining to zoning, the issuance of building permits and regulating building construction activities, the undersigned, being the fee owner(s) of the following described real property situated in the City of Hollywood, County of Broward and State of Florida, do hereby make the following declaration of conditions, limitations and restrictions on said lands, hereinafter to be known and referred to as a DECLARATION OF UNITY OF TITLE, as to the following particulars:

1. The undersigned is the owner in fee simple of the properties described as follows:

Parcel A - Property ID #: 5142-05-00-0131

Beginning 66.94' W of the NE corner $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 5, Township 51 S, Range 42 E, Thence running S. 673.46' to the South boundary of the said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, Thence 100.43' then N 673.22' Thence E 100.42' to the PLACE OF BEGINNING; Otherwise known as the W 100.44' of the E 167.38' of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 5, Township 51 S, Range 42 E, LESS therefrom the N 573' thereof. Together with a non-exclusive easement for ingress and egress over and across the E 15' of the following described property: Beginning 66.94' W of the NE corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 5, Township 51 S, Range 42 E, Thence running S 673.46' to the S. boundary of the said NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, then W 100.43', Thence N 673.22' Thence E 100.42' to the PLACE OF BEGINNING, otherwise known as the W 100.44' of the E 167.38 of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 5, Township 51 S, Range 42 E. Said lands situate, lying and being in BROWARD County, Florida.

Parcel B - Property ID #: 5142-05-00-0126

The South 25 Feet of the East 66.94 of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 5, Township 51 South, Range 42 East, lying and situate in BROWARD County, Florida.

2. That the properties described herein will be developed for the proposed use of multi-family residence.
3. The aforesaid plot or combination of separate lots, plots, parcels, acreage or portions thereof shall hereafter be regarded and is hereby declared to be unified under one title as an indivisible building site (hereinafter referred to as "Property").
4. The said Property, for the purpose of building, zoning and other applicable codes and regulations, shall henceforth be considered as one parcel of land and that no portion shall be sold, assigned, transferred, conveyed or devised except in its entirety as one plot or parcel of land; provided, however, that recordation of a mortgage on any portion of the Property shall not be deemed to be in contravention of this Declaration.

5. The undersigned further agrees that this Declaration of Unity of Title shall constitute a covenant to run with the land, as provided by law, and shall be binding upon the undersigned, their successors and assigns, and all parties claiming under them until such time as the same may be released in writing under the approval of the Office of Planning Director.

6. The undersigned also agrees that this instrument shall be recorded in the Public Records of Broward County.

IN WITNESSS WHEREOF, the said property owner has signed and sealed these presents this 3 day of May, 2012.

Signed, sealed and delivered in the presence of:


Witness 1 Signature

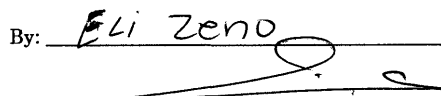
MARCOZ BALCARCEL
Witness 1 Print Name


Witness 2 Signature

FERNANDO OTORO
Witness 2 Print Name

ZE MANAGEMENT, LLC
A FLORIDA LIMITED LIABILITY COMPANY

By: Eli Zeno


Print name

PRESIDENT
Capacity/Title

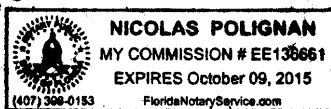
STATE OF FLORIDA)
SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this May 3, 2012,
by Eli Zeno (☒ who is known to me; or () who has
produced _____ as identification.

Nicolas Polignan (Signature)
Notary Public, State of Florida At Large

Nicolas Polignan
Notary Print Name

(SEAL)





Commission No.:

EE 13661





My Commission Expires: Oct 09, 2015

ATTACHMENT B
Land Use and Zoning Map





Legend

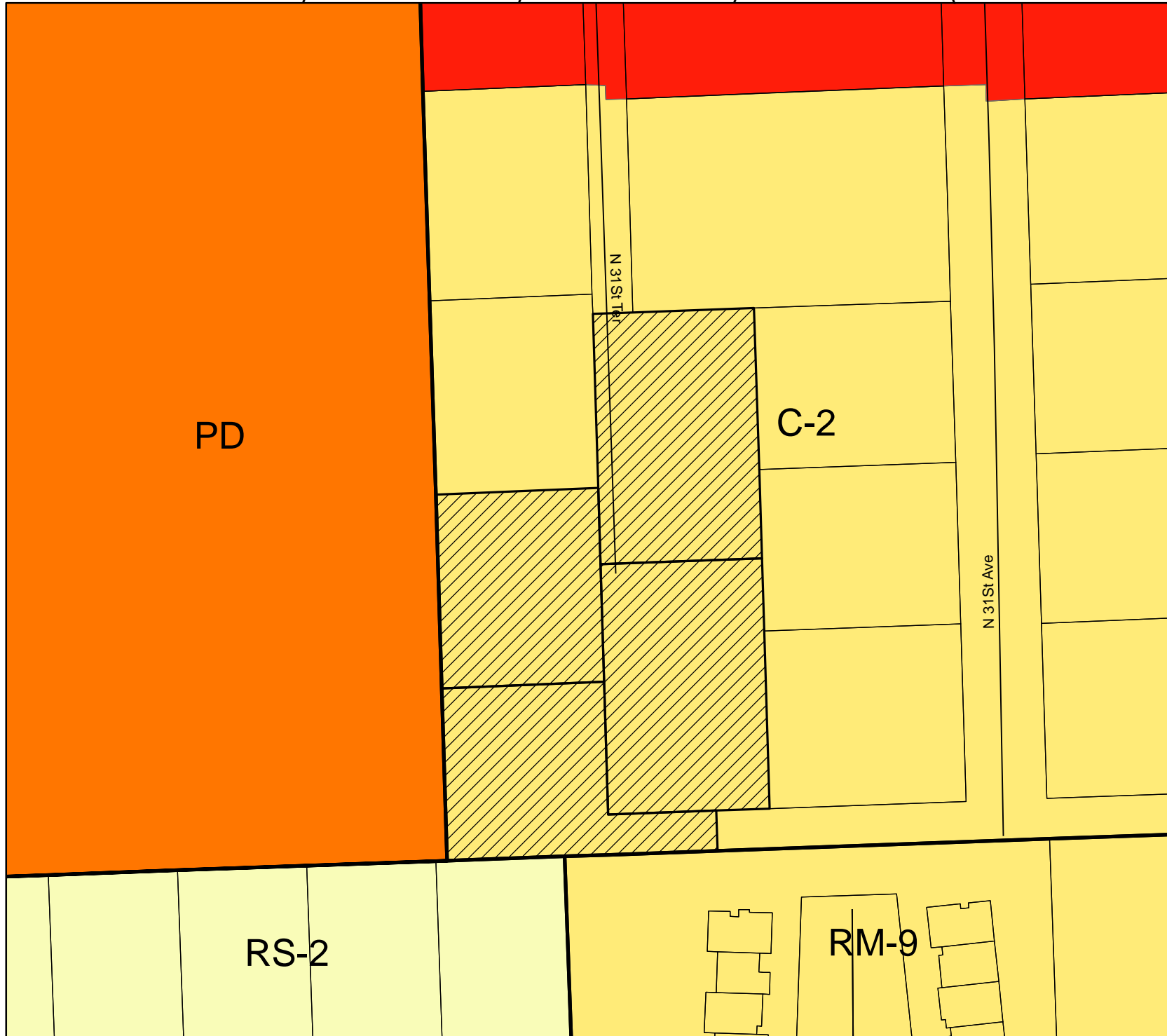
-  Subject Property
 Streets

LAND USE

-  LRES
 LMRES
 MRES
 GBUS

ZONING

-  C-2
 PD
 RM-9
 RS-2



ATTACHMENT C

Exisiting Zoning Regulations

§ 4.2 Multiple Family Districts.

A. Purpose and uses.

District Purpose	Main Permitted Uses	Special Exceptions	Accessory Uses
These districts are designed to provide standards for the development and maintenance of multiple family residential buildings and hotels, where such uses are permitted (See no. 2 below).	See chart on next page.	Places of worship, meeting halls, social halls, institutional uses, day care facilities, commercial and non-commercial parking lots, and educational facilities. (See chart below)	Those uses which are customarily associated with one of the main permitted uses (See § 4.20).

District (Multiple Family MF)	Main Permitted Uses						
	Maximum Density, units per acre*	Single Family	Duplex	Town house	Apt. Bldg.	Hotel	Commercial
(1) RM-9 (Low -Med MF)	9	Yes	Yes	Yes	Yes	No	No
(2) RM-12 (Med MF)	12	Yes	Yes	Yes	Yes	No	No
(3) RM-18 (Med-High MF)	18	Yes	Yes	Yes	Yes	No, except east of I-95 permitted.	No
(4) RM-25 (High MF)	25 for Apt. Bldg.; 50 for Hotel, except if Comprehensive Plan land Use designation is Commercial**	Yes	Yes	Yes	Yes	Yes	No
(5) BRT-25 (Beach Resort MF)	25 for Apt. Bldg. 50 for Hotel, except if Comprehensive Plan land Use designation is Commercial **	Yes	Yes	Yes	Yes	Yes	Special Exception for eating and drinking uses if east of AIA, otherwise they are a Permitted Use; pawn, thrift, consignment shops, psychic help uses, tattoo shops and office are prohibited; all other commercial uses are permitted.

District (Multiple Family MF)	Main Permitted Uses						
	Maximum Density, units per acre*	Single Family	Duplex	Town house	Apt. Bldg.	Hotel	Commercial
(6) See § 4.2.D for RM-WET Multiple Family Wetlands District Regulations.							
(7) See § 4.2.E for NBDD North Beach Development District Regulations.							
* When residential uses are permitted, at least two units per platted lot are permitted regardless of the maximum permitted density.							
**Maximum density for parcels with Comprehensive Plan designation of General Business is outlined under "Permitted Uses in Areas Designated General Business" in Future Land Use Element of the Comprehensive Plan.							
MF = Multiple Family							

B. Development regulations.

District	Min. Lot Area (sq. ft.)*	Min. Lot Width* (ft.)	Max. Height (ft.)	Land-scape, open space**	Minimum Unit Size (Sq. Ft.)				
					Single Family (SF)	Duplex (Dup)	Townhse.	Apt.	Hotel
(1) RM-9	6000	60	2 stories not to exceed 30 ft.	40%	1000	500	800	500 Min 750 Avg	Not Allowed
(2) RM-12	6000	60	3 stories not to exceed 35 ft.	40%	1000	500	800	500 Min 750 Avg	Not Allowed
(3) RM-18	6000	60	4 stories not to exceed 45 ft., except if adjacent to sing. fam. district, then height 30 ft for first 100 ft of lot.	40%	1000	500	800	500 Min 750 Avg	Not Allowed
(4) RM-25	6000	60	Oceanfront - 80% of the distance from Erosion Control Line. Non- Oceanfront 65 ft or 6 stories. Development east of A-1-A, south of Harrison Street: no greater than 50 feet where there is already an existing high density multi-family residential project developed east of A-1-A and whose oceanfront views would otherwise be severely restricted and/or blocked by any such proposed development to be located	40%	1000	500	800	500 Min 750 Avg	15% of units 300-335; 85% of units 335+

			east of the existing building and on the same block.						
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District	Min. Lot Area (sq. ft.)*	Min. Lot Width* (ft.)	Max. Height (ft.)	Land-scape, open space**	Minimum Unit Size (Sq. Ft.)				
					Single Family (SF)	Duplex (Dup)	Townhse.	Apt.	Hotel
(5)BRT-25	6000	60	North of Tyler to Sherman Street - 50 feet. South of Harrison St. - 65 ft. and North of Balboa Street - 150 ft.	40%	1000	500	800	500 Min 750 Avg	15% of units 300-335; 85% of units 335+
(6) See Section 4.2.D for RM-WET Wetlands District Regulations.									
(7) See Section 4.2.E for NBDD North Beach Development District Regulations.									
* Platted lots or lots of record which contain less than the minimums are considered as legal non-conforming and may be developed consistent with these regulations; provided such lots also comply with Sections 3.8 and 3.9.									
** Includes landscaped open space located at-grade or at higher elevations such as on pool decks, parking decks, roof decks and similar uses.									

C. (1) Setback requirements main structure: RM-9, RM-12 and RM-18.

Front	Side/Interior	Side/Street	Rear
20 ft. for structures; 5 ft. for at-grade parking lots.	The sum of the side yard setbacks shall be at least 20% of the lot width, but not to exceed 50 ft. with no side yard less than 7.5 ft.; except , platted and recorded lots of 50 ft. or less in width may have a 5 ft. setback. When an existing Building has a 5 ft. side yard setback, the setback of new construction may also be 5 ft. This applies to the linear or vertical extension of a single story building.	15 ft.; except at- grade lot 5 ft.	1 story bldg. - 20 ft. 2 story bldg. or higher - 15% of the lot depth; 20 ft. min.

§ 4.3 Commercial Districts.

B. C-2 Low/Medium Intensity Commercial District.

1. Purpose and uses:

District Purposes	Main Permitted Uses	Special Exception	Accessory Uses	Prohibited Uses
This district is intended to provide standards for the sale of goods and services to the entire city while remaining compatible with the surrounding residential neighborhood.	<p>Apt. on the second floor and above.*</p> <p>Assembly of pre-manufactured parts for sale on the premises (See § 4.21).</p> <p>Automotive sales (new).</p> <p>Commercial uses. Except for Self-Storage Facilities.</p> <p>Consignment shops.</p> <p>Hotels & Motels.</p> <p>Offices.</p> <p>Pain Management Clinic* (See § 4.22.R for regulations).</p> <p>Personal Services.</p> <p>Places of worship, meeting halls and fraternal lodges.</p> <p>Retail (indoor/outdoor).**</p> <p>Substance Abuse and Rehabilitation Centers (See § 4.22.R for regulations).</p> <p>Adult Educational Facilities (See Article 2 "Definitions").</p> <p>*Can not exceed 50% of the total floor area of the building.</p> <p>**See performance Standards § 4.3.J</p>	<p>Day Care Facilities</p> <p>School,** public or private</p> <p>Service Stations.</p>	Any Use that is customarily associated with the Main Permitted Uses or Special Exceptions. (See § 4.21).	Any use not listed as a Main Permitted Use or Special Exception.

2. Development regulations:

Setbacks	Maximum Height	Minimum Unit Size (Sq. Ft.) and Maximum Density
<p>0 ft. adjacent to commercial property.</p> <p>If adjacent to residential zoning district.</p> <p># of Stories Setback front, rear, sides</p> <p>1 15 ft.</p> <p>2-5 15 ft. + 10 ft. per floor</p> <p>A 5 ft. landscaped buffer must be included within the setback area with one tree for every 20 linear ft. of required buffer area.</p> <p>See Performance Standards in § 4.3.J.</p>	5 stories or 60 ft.	<p>Apt.: 500 Min.</p> <p>750 Avg.</p> <p>Hotel or motel:</p> <p>300-335 sq. ft 15 % of units</p> <p>335+ sq. ft 85% of units</p> <p>Density:</p> <p>Apts.=18 units per acre</p> <p>Hotel or motel=36 units per acre.</p>

J. Performance standards (All districts except as noted):

1. Automotive uses including sales, repair, detailing and washing: All vehicle repair shall take place within a fully enclosed building. No windows or garage doors shall be placed within 100 ft. of residentially zoned property.

Vehicles left on site overnight for repair shall be placed in storage at a location which meets the outdoor storage standards listed below.

Detailing/car washing shall only be permitted in a structure or under a permitted canopy. Canopies shall not be placed where they will interfere with parking or traffic circulation.

When automotive repair services are offered in conjunction with the retail sale of parts, said repair area shall not be permitted if it faces residentially zoned property. The service drive for the repair area shall be surrounded by 6 ft. high concrete opaque wall. The paved area shall be surrounded by a 5 ft. landscaped area. Any air compressor shall be within a wholly enclosed building that prevents the transmission of noise.

2. Burglar alarm: Shall not face residentially zoned property.

3. Crematorium: Shall be approved by the appropriate state agencies.

4. Day Care Facilities: When located in single family districts are regulated by Broward County Ordinance No. 90-33, as amended. Commercial Day Care Facilities shall provide a minimum of 45 sq. ft. per child of outdoor play area. Day Care Facilities for adults are exempt from the outdoor play area requirement.

5. Design and landscaping requirements:

a. All pervious areas shall be landscaped with grass, ground cover and/or shrubbery.

b. All office or commercial development adjacent to residentially zoned properties on the sides and rear shall be separated from the residential property by an opaque 6 ft. high concrete wall and tree screen.

c. Any development which has parking in any yard that faces a street shall provide an opaque 4 ft. high concrete wall set back three feet from and parallel to the street right-of-way line or a screening hedge with a 100% irrigation system. If the wall is selected, it shall also include a screening hedge in the setback area.

d. Design, landscaping, and performance standards in the O-1 Light Intensity Office District:

(1) Any property in the O-1 District which involves conversion of a nonoffice use to another Permitted Use or Special Exception use or is the subject of a building permit application shall be reviewed pursuant to the Planning and Development Review procedures. Any such property subject to Planning and Development Review may be required to modify either the site and/or any buildings on the site as part of the Planning and Development Review process. The Director may require improvements to the building and site in order to insure that the conversion meets the objectives of this article.

(2) The design, scale and appearance of all structures in the O-1 district:

a. Sites containing 2 lots or less: Elevations facing the main street shall be designed as an office or as a single family home; however, the area of the window openings may not be reduced. The remaining elevations shall maintain the single family residential character of the building. The facades and roof lines of buildings shall be designed to break up their linear appearance and form. This standard applies to new construction, additions and rehabilitation work.

b. Sites exceeding 1.5 acres: shall be designed in such a manner as to be compatible with single family residential structures even though the office buildings may be significantly larger in size. The intent is to achieve a compatible architectural relationship between nearby single family residential development and larger sized office buildings. The facades and roof lines of the office building(s) shall be designed to break up their linear appearance and form.

(3) New buildings shall be sited in a manner that results in the maximum distance from adjacent residential structures.

(4) Gabled roofs on new buildings shall use concrete flat tile or barrel tile. Existing buildings which currently have shingle, flat tile, or barrel tile are required to maintain the same roofing material or better. Gravel roofs are not permitted. If they presently exist, they must be upgraded according to aforementioned standard; however, flat gravel roofs may remain if they cannot be seen from the street. The Department shall determine if the proposed roofing material is of a higher aesthetic quality than the present roof. Additions shall have shingle, flat tile, or barrel tile and match the existing roof.

(5) Parking Requirement: 1 space per 250 sq. ft. for sites greater than 0.25 acres in size, 1 space per 500 sq. ft., to a maximum of 5 spaces for sites less than or equal to 0.25 acres in size (requirement applies to Permitted Uses for O-1 as listed above).

(6) The design of the parking lot shall be approved by the Director based upon the following regulations:

a. Two way drive minimum width: 12 ft.

b. Parking lot setback: 5 ft. setback from any lot line

c. Driveway setback: 3 ft. setback from any lot line.

d. Head-in/back-out parking: not permitted.

e. Required parking spaces (tandem) may be designed on a circular drive with an interior landscaped island.

(7) Cross-access agreements between properties shall be recorded in the public records prior to the issuance of a building permit.

(8) Wall/Fencing. Landscaping shall be placed between the wall and any lot line when adjacent to a right-of-way.

a. Sites exceeding 0.5 acres shall have a decorative CBS wall. Long walls should be designed to break-up their linear form through alternating the location of the footings. The placement of pilasters, stucco banding, decorative caps and similar types of treatments on the wall is encouraged.

b. Sites 0.5 acres or less, a decorative opaque non-wood wall/fence, 6 feet in height shall be installed where adjacent to residential.

(9) With the exception of one or two car garages on sites less than 1.5 acres, parking spaces shall not be located below the lowest occupied finished floor elevation of a structure.

(10) An appeal of the Director's decision regarding compliance with any of the above criteria is to the Planning and Development Board.

(11) Hospital Hospitality House.

- Shall be located within 150 ft. of a hospital.
- Shall be limited to one per hospital.
- Shall be owned by the hospital or an affiliated entity.

6. Outdoor uses - storage:

- Shall be in conjunction with a principal use in the district and located within 700 ft. of that use;
- Shall be surrounded by (the storage area) a 6 ft. opaque fence; and
- Shall contain a 5 ft. landscaped buffer on all street frontages.

7. Outdoor uses-retail sales:

- Shall be part of a licensed use that occurs within a wholly enclosed building.
- The retail area shall be surrounded by a 6 ft. vinyl coated chain link fence, wood fence, CBS wall, aluminum picket fence or wrought iron fence.
- A 5 ft. landscape buffer shall be provided adjacent to the required fence or wall.

d. Temporary retail sales associated with holidays, seasonal promotions or special events may occur on vacant lots and are exempt from a - c above with the approval of the Director. An application for a permit shall be filed with the Department; and, once approved, be valid for 45 days and shall be granted no more than 3 times in one calendar year. A fee of \$50 per each promotion or event is required along with proof of a current Business Tax Receipt.

e. Temporary outdoor retail sales (special promotions and grand openings in conjunction with an existing retail establishment shall be permitted based on the following (exempt from a - c above):

- Grand Openings: one time in one calendar year, for 10 consecutive days.
- Special Promotions: two times each calendar year, 5 consecutive days each.
- A application processing fee of \$50 per each promotion or event is required.

8. Pet care and veterinary offices: May include on-site animal boarding, provided that all animals shall be treated or kept inside fully-enclosed air conditioned buildings. The area in which the animals are boarded shall be designed to prevent the transmission of noise. No openings shall be permitted in walls which face residentially zoned property.

9. Thrift shops located within the C-3 Medium Intensity District:

- Shall have a minimum floor area of 10,000 square feet;
- All goods donated for sale at the thrift shop must be accepted through the rear of the store;
- No more than 30% of the floor area shall be utilized for receiving, sorting and storage of donated goods;
- The sale of furniture is prohibited; and
- Only the sale of small tabletop electronics is permitted
- Shall post signs advising patrons that the merchandise/goods within the store are primarily pre-owned.

K. Summary of permitted uses:

Uses\Districts	C-1	C-2	C-3	C-4	C-5	O-1	O-2	O-3	OM
Assembly of pre-manufactured parts for sale on the premises.	Yes	Yes	Yes	Yes	Yes	No*	No*	No*	No*
Automotive Paint/Body	No	No	No	No*	Yes	No	No	No	No
Automotive sales, new.	No	Yes	No	Yes	Yes	No	No	No	No
Automotive sales, old.	No	No	No	Yes	Yes	No	No	No	No
Automotive repair and storage.	No	No*	No	Yes	Yes	No	No	No	No
Boarding/Rooming houses.	No	No	No	No	No	No	No	No	No
Car wash or detailing	No*	No*	No*	Yes	Yes	No	No	No	No
Consignment shops.	No	Yes	Yes	Yes	Yes	No	No	No	No
Day care facilities.	SE	SE	SE	No	No	SE	SE	No	SE
Funeral Homes.	Yes	Yes	Yes	Yes	Yes	No	SE	SE	SE
Hotels and motels.	No	Yes	Yes	Yes	Yes	No	No	No	No
Manufacturing.	No	No	No	No	No	No	No	No	No
Multiple Family Residential (on the second floor and above).	Yes	Yes	Yes	No	No	No	No	No	Yes
Offices.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Outdoor storage.	No	No	No	No	Yes	No	No	No	No
Outdoor retail.*	No	SE	SE	SE	SE	No	No	No	No
Outdoor amusement.	No**	No	No	Yes	Yes	No	No	No	No
Pawnshops.	No	No	No	Yes	Yes	No	No	No	No
Plant Nursery and Garden Center.	SE	Yes	Yes	Yes	Yes	No	No	No	No
Psychic Help Uses.	No	No	Yes	Yes	Yes	No	No	No	No
Retail (indoor) and Personal Service.	Yes	Yes	Yes	Yes	Yes	SE	No*	No*	No*
School, adult educational.	No	No	No	Yes	Yes	No	No	No	No
School, Grades K-12	Yes	Yes	Yes	Yes	Yes	No	No	No	No
School, recreational and cultural	Yes	Yes	Yes	Yes	Yes	No	No	No	No
Service Stations.+	No**	SE	SE	SE	SE	No	No	No	No
Thrift shops.	No	No	Yes***	Yes	Yes	No	No	No	No

Wholesaling and Warehousing.	No	No	No	Yes	Yes	No	No	No	No
SE = Special Exception - See Article 5 Administrative Regulations									
* Allowed as an accessory use - See § 4.21									
** Allowed east of the Intracoastal Waterway									
*** See performance standards									
+ Only permitted as a Special Exception									

(Ord. O-94-14, passed 4-16-94; Am. Ord. O-94-73, passed 11-23-94; Am. Ord. O-96-18, passed 5-22-96; Am. Ord. O-96-42, passed 9-25-96; Am. Ord. O-99-14, passed 5-12-99; Am. Ord. O-2001-16, passed 5-16-2001; Am. Ord. O-2002-27, passed 9-4-2002; Am. Ord. O-2002-35, passed 10-2-2002; Am. Ord. O-2006-12, passed 5-3-2006; Am. Ord. O-2008-28, passed 11-19-2008; Am. Ord. O-2010-12, passed 4-7-10; Am. Ord. O-2011-14, passed 5-4-11; Am. Ord. O-2012-05, passed 3-7-12)

ATTACHMENT D
Proposed Zoning Regulations

§ 4.2 Multiple Family Districts.

A. Purpose and uses.

District Purpose	Main Permitted Uses	Special Exceptions	Accessory Uses
These districts are designed to provide standards for the development and maintenance of multiple family residential buildings and hotels, where such uses are permitted (See no. 2 below).	See chart on next page.	Places of worship, meeting halls, social halls, institutional uses, day care facilities, commercial and non-commercial parking lots, and educational facilities. (See chart below)	Those uses which are customarily associated with one of the main permitted uses (See § 4.20).

District (Multiple Family MF)	Main Permitted Uses						
	Maximum Density, units per acre*	Single Family	Duplex	Town house	Apt. Bldg.	Hotel	Commercial
(1) RM-9 (Low -Med MF)	9	Yes	Yes	Yes	Yes	No	No
(2) RM-12 (Med MF)	12	Yes	Yes	Yes	Yes	No	No
(3) RM-18 (Med-High MF)	18	Yes	Yes	Yes	Yes	No, except east of I-95 permitted.	No
(4) RM-25 (High MF)	25 for Apt. Bldg.; 50 for Hotel, except if Comprehensive Plan land Use designation is Commercial**	Yes	Yes	Yes	Yes	Yes	No
(5) BRT-25 (Beach Resort MF)	25 for Apt. Bldg. 50 for Hotel, except if Comprehensive Plan land Use designation is Commercial **	Yes	Yes	Yes	Yes	Yes	Special Exception for eating and drinking uses if east of AIA, otherwise they are a Permitted Use; pawn, thrift, consignment shops, psychic help uses, tattoo shops and office are prohibited; all other commercial uses are permitted.

District (Multiple Family MF)	Main Permitted Uses						
	Maximum Density, units per acre*	Single Family	Duplex	Town house	Apt. Bldg.	Hotel	Commercial
(6) See § 4.2.D for RM-WET Multiple Family Wetlands District Regulations.							
(7) See § 4.2.E for NBDD North Beach Development District Regulations.							
* When residential uses are permitted, at least two units per platted lot are permitted regardless of the maximum permitted density.							
**Maximum density for parcels with Comprehensive Plan designation of General Business is outlined under "Permitted Uses in Areas Designated General Business" in Future Land Use Element of the Comprehensive Plan.							
MF = Multiple Family							

B. Development regulations.

District	Min. Lot Area (sq. ft.)*	Min. Lot Width* (ft.)	Max. Height (ft.)	Land-scape, open space**	Minimum Unit Size (Sq. Ft.)				
					Single Family (SF)	Duplex (Dup)	Townhse.	Apt.	Hotel
(1) RM-9	6000	60	2 stories not to exceed 30 ft.	40%	1000	500	800	500 Min 750 Avg	Not Allowed
(2) RM-12	6000	60	3 stories not to exceed 35 ft.	40%	1000	500	800	500 Min 750 Avg	Not Allowed
(3) RM-18	6000	60	4 stories not to exceed 45 ft., except if adjacent to sing. fam. district, then height 30 ft for first 100 ft of lot.	40%	1000	500	800	500 Min 750 Avg	Not Allowed
(4) RM-25	6000	60	Oceanfront - 80% of the distance from Erosion Control Line. Non- Oceanfront 65 ft or 6 stories. Development east of A-1-A, south of Harrison Street: no greater than 50 feet where there is already an existing high density multi-family residential project developed east of A-1-A and whose oceanfront views would otherwise be severely restricted and/or blocked by any such proposed development to be located	40%	1000	500	800	500 Min 750 Avg	15% of units 300-335; 85% of units 335+

			east of the existing building and on the same block.						
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District	Min. Lot Area (sq. ft.)*	Min. Lot Width* (ft.)	Max. Height (ft.)	Land-scape, open space**	Minimum Unit Size (Sq. Ft.)				
					Single Family (SF)	Duplex (Dup)	Townhse.	Apt.	Hotel
(5)BRT-25	6000	60	North of Tyler to Sherman Street - 50 feet. South of Harrison St. - 65 ft. and North of Balboa Street - 150 ft.	40%	1000	500	800	500 Min 750 Avg	15% of units 300-335; 85% of units 335+
(6) See Section 4.2.D for RM-WET Wetlands District Regulations.									
(7) See Section 4.2.E for NBDD North Beach Development District Regulations.									
* Platted lots or lots of record which contain less than the minimums are considered as legal non-conforming and may be developed consistent with these regulations; provided such lots also comply with Sections 3.8 and 3.9.									
** Includes landscaped open space located at-grade or at higher elevations such as on pool decks, parking decks, roof decks and similar uses.									

C. (1) Setback requirements main structure: RM-9, RM-12 and RM-18.

Front	Side/Interior	Side/Street	Rear
20 ft. for structures; 5 ft. for at-grade parking lots.	The sum of the side yard setbacks shall be at least 20% of the lot width, but not to exceed 50 ft. with no side yard less than 7.5 ft.; except , platted and recorded lots of 50 ft. or less in width may have a 5 ft. setback. When an existing Building has a 5 ft. side yard setback, the setback of new construction may also be 5 ft. This applies to the linear or vertical extension of a single story building.	15 ft.; except at- grade lot 5 ft.	1 story bldg. - 20 ft. 2 story bldg. or higher - 15% of the lot depth; 20 ft. min.