

ATTACHMENT D
Declaration of Restrictive Covenants

Prepared by and Return To:
Douglas Gonzalez
City Attorney
City of Hollywood
2600 Hollywood Boulevard,
Hollywood, FL 33020

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restriction ("Declaration") made this _____ day of _____, 2023, by the City of Hollywood, Florida, a Florida municipal corporation, having an address of 2600 Hollywood Boulevard, Hollywood, FL 33020 (referred to herein as "City"), shall be for the benefit of Broward County, a political subdivision of the State of Florida, with a post office address at 115 South Andrews Avenue, Fort Lauderdale, FL 33301 ("County").

WITNESSETH:

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

WHEREAS, the Property is part of a land use plan amendment, which application was identified as Broward County Land Use Plan (BCLUP) amendment number PC 23-2 and referred to herein as the "Application"; and

WHEREAS, the Application is part of the required approvals for City Public Private Partnership Project, referred to as Hollywood Arts, to be built on the property legally described on Exhibit "B" (the "P3 Project Site"), which will provide enhanced public recreational facilities, including but not limited to additional green space, a new sustainable and resilient oceanfront community center, public parking and a private residential structure, along with required and desired amenities, on the western portion of the P3 Project site; and

WHEREAS, the City and County approved the Application to change the land use designation of the Property from Recreation and Open Space and Community to Medium-High (25) Residential; and

WHEREAS, City has voluntarily offered to enter into this Declaration to restrict the utilization of the Property; and

WHEREAS, City agrees to grant this Declaration in order to place certain restrictions on the development of the Property upon final approval as an inducement to the County in its consideration of the Application.

NOW, THEREFORE, in consideration of the promises and covenants herein contained, City hereby declares that the Property specifically referenced herein shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions and

regulations hereinafter set forth, all of which shall run with such Property and any part thereof and which shall be binding upon all parties having any right, title or interest in such Property or any part thereof, their heirs, successors and assigns.

1. **Recitations.** The recitations set forth above are true and correct and are incorporated into this Declaration by this reference.
2. **Property Development.** City hereby restricts development of the Property to parking, public roadways and walkways, open space, and other public purposes limited to public recreational structures and amenities, including, beach access improvements, open sided shade structures, public bathrooms or similar recreational structures. Further, City agrees that beach access will be provided at designated locations on the Property in accordance with applicable Florida Department of Environmental Protection regulations. Further, the residential density allocated to Property will be utilized as part of the Hollywood Arts P3 Project located on the P3 Project Site and not on the Property.
3. **Protection of Identified Endangered and/or Threatened Species.** City shall preserve and protect, as may be required by applicable law any “endangered” or “threatened species” or “species of special concern” or “commercially exploited” as per the Florida Fish and Wildlife Conservation Commission (fauna), the U.S. Fish and Wildlife Service (flora and fauna), or the Florida Department of Agriculture and Consumer Services (fauna), as well as plants listed in the Regulated Plant Index for protection by the Florida Department of Agriculture and Consumer Services, found on the Property in accordance with state, federal, and local laws. However, this shall not preclude relocation or mitigation of such species, as may be permitted by the applicable agencies, in order to install the types of structures and uses allowed on Paragraph 2 above.
4. **Term.** This Declaration is to run with the Property and shall bind all parties, persons, and successors- in-interest unless modified, amended or released in accordance with the provisions set forth in Paragraph 4 herein.
5. **Modification, Amendment, Release.** This Declaration shall not be modified, amended or released as to any portion of the Property except by written instrument, executed by the City or then owner(s) of the portion of the Property affected by such modification, amendment or release and approved in writing by the Broward County Board of County Commissioners. The appropriate governmental authority of the County shall execute a written instrument effectuating and acknowledging such modification, amendment or release. Any amendment, modification or release of this Declaration shall be recorded in the Public Records of Broward County, Florida.
6. **Recording and Effective Date.** This Declaration shall not become effective and shall not be recorded in the Public Records of Broward County, Florida and the restrictions on the development of the Property contained herein shall not become enforceable until all required governmental entities have approved and adopted, with no appeal having been filed or if filed resolved so as to uphold the approvals, the Application, which will allow development of the P3 Project Site and Property in accordance with the restrictions herein (“Final Approval”). Declarant shall record this Declaration not later than 10 business days after Final Approval. Once recorded, the restrictions

herein shall run with the Property and shall remain in full force and effect and be binding upon City and its heirs, successors and assigns until such time as the same are modified, amended or released as provided for herein.

7. **Severability**. Invalidation of any one of these provisions, by judgment of court, shall not affect any of the other provisions which shall remain in full force and effect.
8. **Third Party Beneficiary Rights**. This Declaration is not intended to create, nor shall it be in anyway interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.
9. **Enforcement; No Waiver**. The restrictions set forth herein run in favor of and may be enforced by County by action at law or equity. Any failure of County to enforce these restrictive covenants shall not be deemed a waiver of the right to do so thereafter.
10. **Jurisdiction, Venue, and Governing Law**. Any controversies or legal problems arising out of this Declaration and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the State of Florida.
11. **Captions, Headings and Titles**. Paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

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

City of Hollywood, Florida,

WITNESSES:

(Signature)

(Print Name)

(Signature)

(Print Name)

STATE OF

By:

(Signature)

(Print Name)

Title

FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, as _____ of the City of Hollywood, on behalf of the City. He/she is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public, State of Florida

Print Name

My Commission Expires

Exhibit “A”

[The following graphical depiction is solely for draft purposes and will be supplanted by a formal sketch and legal]

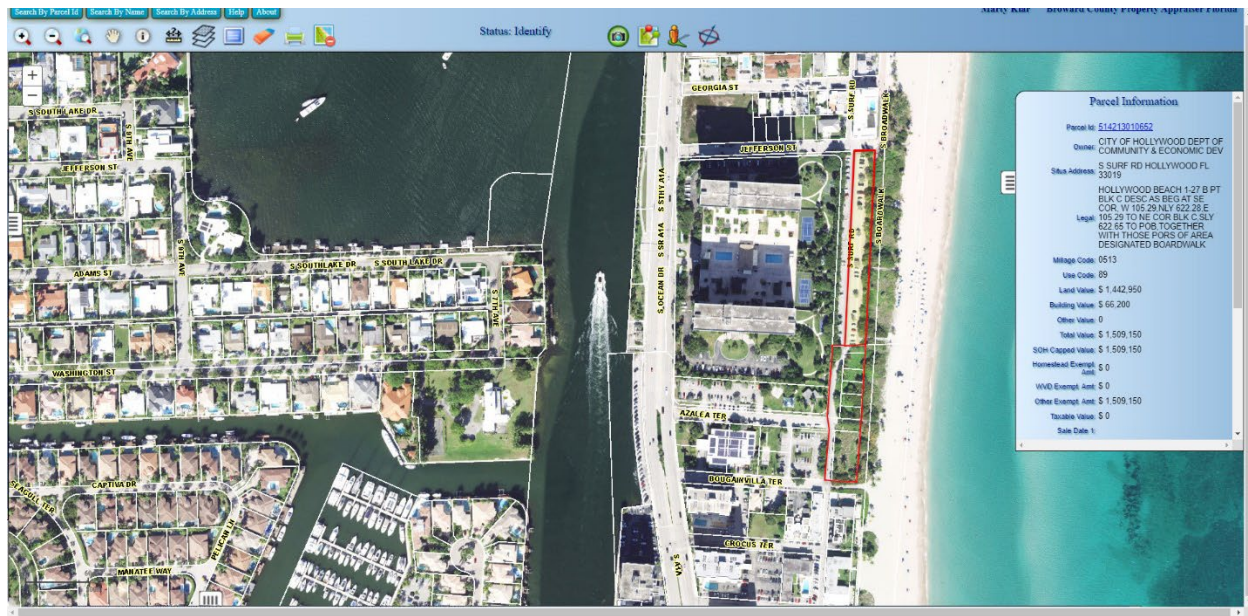


Exhibit "B"

[The following graphical depiction is solely for draft purposes and will be supplanted by a formal sketch and legal]

