

Instrument Prepared By
and Return to:

Debbie M. Orshefsky
Holland and Knight
515 East Las Olas Blvd. Suite 1200
Fort Lauderdale, Florida 33301

VOLUNTARY DECLARATION OF RESTRICTIONS

9th THIS VOLUNTARY DECLARATION OF RESTRICTIONS ("Declaration") is made this January, 2023, by the **Broward Partnership for the Homeless, Inc.**, a Florida not for profit corporation, whose address is 920 Northwest 7th Avenue, Fort Lauderdale, Florida 33311, (hereinafter referred to as the "Declarant").

The Declarant is the fee simple owner of the property located in the City of Pompano Beach, Florida (the "City"), located at 1650 Blount Road, further described by the legal description contained on Exhibit "A", attached hereto (the "Subject Property"). The Declarant intends to construct on the Subject Property up to 138 residential units income restricted to individuals earning not more than 80% of area median income (the "Apartment Building"). In connection with development of the Apartment Building on the Subject Property, the Declarant hereby makes the following declaration of conditions, limitations, and restrictions.

1. **Development and Operational Commitments:** Declarant hereby agrees that development and operation of the Apartment Building will implement and maintain the following commitments:

- a. Provide transportation for school-age children: Unless and until the Broward County School Board provides bus transportation for Apartment Building residents attending the neighborhood elementary school, the operator of the Apartment Building will provide daily transportation services to the elementary school-age children to and from school as would have been provided by the Broward County School Board.
- b. Provide transportation for Apartment Building residents: Until the public transit service along Blount Road in proximity to the Subject Property is expanded to provide scheduled stops at least hourly during the times of 7am to 9am and also during the times of 4pm to 6pm Monday through Friday, the operator of the Apartment Building will provide transportation for Apartment Building residents for non-emergency purposes and, further, during morning and evening rush hours (7am-9am and 4pm-6pm) transportation to area transit hubs will be provided .
- c. Security: The site plan for the Apartment Building will include a comprehensive security plan that addresses personnel and technology, provides security coverage 24 hours per day/7 days per week, is consistent with CPTED standards, addresses

security on the interior and exterior of the Apartment Building and provides controlled access for residents and guests.

- d. **Recreational amenities:** The site plan for the Apartment Building will provide onsite outdoor recreational amenities appropriate to the target population of the residents of the Apartment Building.
2. **Covenant Running with the Land.** This Declaration on the part of the Declarant shall constitute a covenant running with the title to the Subject Property and shall remain in full force and effect and be binding upon the Declarant, and its heirs, successors and assigns and any person having acquired or hereafter acquiring any right, title or interest in or to all or any portion of the Subject Property unless and until the same is modified or released by the City's Development Services Director. Any transferee of any interest in any portion of the Subject Property by any means whatsoever shall be deemed, by acceptance of such interest, to have agreed to be bound by all of the provisions of this Declaration.
3. **Term.** This Declaration is to run with title to the Subject Property and shall be binding upon the Subject Property for a period of thirty (30) years from the date this Declaration is recorded in the public records of Broward County, Florida, after which time it shall be extended automatically for successive periods of ten (10) years each, unless modified, amended, or released as provided herein.
4. **Modification, Amendment, Release; Severability.** This Declaration may be modified, amended, or released as to the Subject Property, or any portion thereof, by a written instrument executed by all persons then having any right, title or interest in or to all or any portion of the Subject Property and the City's Development Services Director. The invalidity or unenforceability of any particular provision of this Declaration shall not affect the other provisions hereof, and this Declaration shall be construed in all respects as if such invalid or unenforceable provision was omitted.
5. **Enforcement.** The Declarant, on behalf of itself and its heirs, successors and assigns and any person having acquired or hereafter acquiring any right, title, or interest in or to all or any portion of the Subject Property, hereby acknowledges and agrees the City is a third-party beneficiary of this Declaration and, as such, may enforce this Declaration via injunctive relief. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such attorneys' fees as the Court may adjudge to be reasonable. This enforcement provision shall be in addition to any other remedies available at law, in equity or both. The exclusive venue for any legal action regarding this Declaration shall be in Broward County, Florida.
6. **Election of Remedies.** All rights, remedies and privileges granted here in shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

7. **Recording.** This Declaration shall be filed in the public records of Broward County, Florida.
8. **Restriction and Encumbrances.** Nothing contained herein is intended to prevent or inhibit the recordation of a Declaration of Condominium against the Subject Property, nor is this Declaration intended to prevent or inhibit the imposition of mortgages or other encumbrances upon all or a portion of the Subject Property.
9. **No Gift or Public Dedication.** Nothing herein contained in this Declaration is or shall be deemed to be a gift or dedication of any portion of the Subject Property to the general public or for general public proposes whatsoever.
10. **No Partnership.** Nothing herein contained shall be construed to create or infer a partnership, joint venture or agency relationship between Declarant, its successors and assigns, and any person then having any right, title or interest in or to all or any portion of the Subject Property and their respective heirs, successors and assigns, or render any of such parties liable for the debts and obligations of the other.
11. **WAIVER OF JURY TRIAL.** DECLARANT, AND IT SUCCESSORS AND ASSIGNS, AND ANY PERSON HAVING ANY RIGHT, TITLE, OR INTEREST IN OR TO THE SUBJECT PROPERTY AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS EXPRESSLY COVENANT AND AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO, DIRECTLY OR INDIRECTLY, OR CONCERNING THIS DECLARATION OR ANY OF THE COVENANTS OR CONDITIONS CONTAINED HEREIN OR REQUIRED HEREBY.

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VOLUNTARY DECLARATION OF RESTRICTIONS

BROWARD PARTNERSHIP FOR THE HOMELESS, INC.

WITNESSES:

Signature of Witness 1

Nick Green

Print Name of Witness 1

Signature of Witness 2

Donald S. Mirell

Print Name of Witness 2

BROWARD PARTNERSHIP FOR THE HOMELESS, INC., a Florida not-for-profit Corporation

By:

Frances M. Esposito
9th day of January, 2023

Approved as to legal form:

Date:

By:

Laura J. Turk
Attorney for Broward Partnership
for the Homeless, Inc.

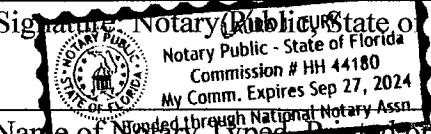
ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 9th day of January, 2023, by Frances M. Esposito, of Broward Partnership for the Homeless, Inc., a Florida not-for-profit corporation, who is personally known to me or who has produced _____ as identification.

(SEAL)

Laura J. Turk
Signature, Notary Public, State of Florida



Name of Notary Typed, Printed or Stamped

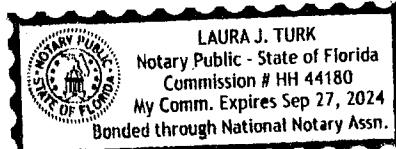


EXHIBIT "A"

BROWARD PARTNERSHIP FOR THE HOMELESS, INC. PROPERTY:

A PARCEL OF LAND BEING A PORTION OF PARCEL E OF THE "BROWARD COUNTY PLAT NO. 2", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 16 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID PARCEL E; THENCE SOUTH 01°28'09" EAST, ALONG THE EAST LINE OF PARCEL E, FOR 500.00 FEET TO THE SOUTHEAST CORNER OF PARCEL E; THENCE SOUTH 88°42'43" WEST, ALONG THE SOUTH LINE OF PARCEL E, FOR 583.07 FEET TO THE SOUTHWEST CORNER OF PARCEL E; THENCE NORTH 01°28'00" WEST, ALONG THE WEST LINE OF PARCEL E, FOR 61.19 FEET; THENCE NORTH 88°31'51" EAST FOR 412.67 FEET; THENCE NORTH 01°28'09" WEST FOR 185.19 FEET; THENCE SOUTH 88°31'51" WEST FOR 45.34 FEET; THENCE NORTH 01°28'09" WEST FOR 184.00 FEET; THENCE SOUTH 88°31'51" WEST FOR 124.22 FEET; THENCE NORTH 01°17'17" WEST FOR 68.85 FEET TO A POINT ON THE NORTH LINE OF PARCEL E; THENCE NORTH 88°42'43" EAST, ALONG THE NORTH LINE OF PARCEL E, FOR 339.74 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE TOWN OF POMPANO BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 130,680 SQUARE FEET (3.0000 ACRES), MORE OR LESS.

EXHIBIT "B"

Illustrative Concept Plan

