

**This instrument prepared by and
record and return to:**

John C. Primeau, Esq.
Primeau Law, P.A.
12555 Orange Drive
Suite 100-B
Davie, FL 33330

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FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT ("First Amendment") is made and entered as of this _____ day of _____, 2025, by and between the **CITY OF SUNRISE**, a municipal corporation ("City") and **NEW URBAN SUNSET STRIP, LLC**, a Florida limited liability company ("Developer"). The City and Developer and their respective successors and assigns are individually referred to as "Party" and collectively "Parties".

WHEREAS, City is the owner of that certain property located in the City of Sunrise, Broward County, Florida, more particularly described in attached Exhibit A (the "Property"); and

WHEREAS, the City desires development on the Property consistent with the goals policies and objectives of the East Sunrise Improvements Plan dated March 21, 2019, and

WHEREAS, on September 28, 2021, the City enacted Ordinance No. 676 which approved the Agreement for Sale and Purchase (the "PSA") of the City owned property, located at 1577 Sunset Strip, to Developer; and fully executed the PSA on September 30, 2021, and

WHEREAS, the Parties entered into the following addenda to the PSA: Addendum No. 1 to the PSA executed on September 14, 2022; Addendum No. 2 to the PSA executed on December 19, 2022; Addendum No. 3 to the PSA executed on December 22, 2023; Extension letter executed by the City Manager dated April 29, 2024; Addendum No. 4 to the PSA executed on July 16, 2024; Addendum No. 5 to the PSA executed on December 27, 2024; Addendum No. 6 to the PSA executed on March 19, 2025; which addenda extended the time for the land use approvals in Section 9 of the PSA, with Addendum No. 6 extending the "Approvals Period" under the PSA to September 30, 2025; and

WHEREAS, the Property was formerly a place of public assembly, but is currently vacant and the Developer desires to develop the Property as a residential community with twenty-nine (29) detached zero lot line homes, including amenities (the "Project"); and

WHEREAS, Developer voluntarily agreed to restrict twenty-six (26) of twenty-nine (29) Units as "Affordable Housing Units" (also known as "Restricted Sale Units") as follows:

- A. Seven (7) Affordable Housing Units for households earning greater than 80% and less than or equal to 100% of the median income shall be restricted for thirty (30) years from the date of recordation of this Declaration; and
- B. Seven (7) Affordable Housing Units for households earning greater than 100% and less than or equal to 140% of the median income shall be restricted for thirty (30) years from the date of recordation of this Declaration; and
- C. Twelve (12) Affordable Housing Units for households earning greater than 100% and less than or equal to 140% of the median income shall be restricted for fifteen (15) years from the date of recordation of this Declaration; and
- D. Three (3) homes had no income restrictions,

collectively, the “Initial Affordable Housing Restrictions”; and

WHEREAS, on September 12, 2023, the City enacted Resolution No. 23-132 which approved the “Development Agreement” for Property (the “Development Agreement”) and includes, among other things, the form of a Declaration of Restrictive Covenants, as Exhibit C to the Development Agreement, to be recorded in the public records of Broward County to restrict twenty-six (26) of the twenty-nine (29) units as Affordable Housing Units in accordance with the Initial Affordable Housing Restrictions; and

WHEREAS, on September 26, 2003, the City enacted Ordinance No. 698 which rezoned the Property from CF, Community Facilities District zoning designation to the RM-10 Low Medium Multifamily Residential District (“RM-10”) and allocated thirteen (13) flexibility units for the Project; and

WHEREAS, on November 14, 2023, the City enacted Resolution 23-168 which approved the site plan for a residential use of the Property pursuant to Application No. SP-000178-2022; and

WHEREAS, on January 11, 2024, the approved Development Agreement was recorded under Official Records Instrument No. 119331130 of the public records of Broward County, Florida; and

WHEREAS, on November 14, 2024, the approved plat of the Property, titled the 1577 SUNSET STRIP plat, was recorded under Instrument No. 119903449 in Plat Book 183, Page 762, of the public records of Broward County, Florida; and

WHEREAS, with the assistance of the City, Developer responded to a Broward County Request for Applications for “GAP Financing” for new construction of affordable homeownership units for sale and was awarded a 0% loan for \$1,305,000 to be used toward the development costs of the Project (the “Broward GAP Financing Award”); and

WHEREAS, the Broward GAP Financing Award makes the Project economically feasible and requires Developer to restrict all twenty-nine (29) homes to households earning not more than 120% of the Broward County area median household income (“AMI”) for a period of fifteen (15) years; and

WHEREAS, the Parties desire to amend certain terms, conditions, and exhibits of the Development Agreement to amend the Initial Affordable Housing Restrictions to be consistent with the Broward GAP Financing Award by Broward County, to-wit: restrict all twenty-nine (29) homes to households earning not more than 120% of AMI for a period of fifteen (15) years, as more fully set forth in this First Amendment; and

WHEREAS, public hearings regarding this First Amendment have been noticed and conducted pursuant to Section 163.3225, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants entered between the Parties, and in consideration of the benefits to accrue to each, the Parties hereby agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are true and correct and are incorporated into this First Amendment by this reference.

2. **Amendment to Section 6.** Section 6 of the Development Agreement is deleted and replaced with the following:

6. **Housing Commitments**

The Declaration of restrictive covenants attached as Exhibit C defines the term “median income.” The developer agrees to the following list below.

- a. Set aside 100% of the total homes for households earning not more than 120% of the median income (deed restricted for 15 years), more specifically all twenty-nine (29) homes.
- b. Intentionally deleted.
- c. Intentionally deleted.
- d. A Declaration of Restrictive Covenants substantially consistent in form to Exhibit C attached hereto shall be recorded in the Public Records of Broward County, Florida prior to the issuance of any building permits for the Project. Prior to the closing of each affordable housing unit, the Developer shall record a Notice of Designation of Affordable Housing Unit consistent with the form in Exhibit 2 of Exhibit C to identify covenant (a) above applies to that home.
- e. Prior to the last closing, Developer shall provide a summary report of all affordable housing units.

- f. Developer shall provide a certification that the buyers of each of the affordable housing units meet the appropriate median income and other requirements.
- g. Developer intends to apply for various affordable housing waivers pursuant to Section 16-71 (l)(2). A list of anticipated waivers is attached hereto as Exhibit D.
- h. Developer and City agree to publicize the availability of homes within the Project for purchase by and sale exclusively to residents of the City of Sunrise for 45-days before it opens to the general public. Developer will provide notice to the City at least 15 days in advance of the exclusivity period with the appropriate content related to the sale of the homes so the City can announce as appropriate. Developer agrees not to enter into any purchase and sales agreements for homes within the project with any person other than City of Sunrise residents until 45 days after the exclusivity period.

3. **Amendment to Exhibit A.** Exhibit A to the Development Agreement is deleted in its entirety and replaced for all purposes with revised Exhibit A attached to this First Amendment.

4. **Amendment to Exhibit C.** Exhibit C to the Development Agreement is deleted in its entirety and replaced for all purposes with revised Exhibit C attached to this First Amendment.

5. **Severability.** In the event that any portion or section of this First Amendment is determined to be invalid, illegal or unconstitutional by a court of competent jurisdictions, such decision shall in no manner affect the remaining portions or sections of this First Amendment and the Development Agreement, which shall remain in full force and effect.

6. **Entire Agreement.** This First Amendment and the Development Agreement constitute the entire understanding and agreement between the Parties and supersedes all prior negotiations and agreements between them with respect to all or any of the matters contained herein.

7. **Attorneys' Fees.** In the event of any controversy arising under or related to the interpretation or implementation of this First Amendment or any breach thereof, each party shall bear its own fees for all reasonable attorneys' fees, paralegals' fees, experts' fees, mediation fees and costs incurred in connection therewith both at the trial and appellate levels.

8. **Exhibits.** Notwithstanding anything herein to the contrary, the exhibits hereto are subject to final approval by all applicable governmental agencies with jurisdiction over the Property and are therefore subject to revision. Provided that such revisions are not material (as determined by City, in its reasonable discretion), this First Amendment and the Development Agreement shall not be amended to refer to any such revisions.

9. **No Other Changes.** Unless expressly changed by this First Amendment, all terms and provisions of the Development Agreement are ratified and confirmed and remain in full force

and effect. In the event of any conflict between this First Amendment (including exhibits) and the Development Agreement (including exhibits), the terms and provisions in this First Amendment (including exhibits) shall control.

[INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused the execution of this First Amendment by their duly authorized officials as of the day and year first above-written.

Signed, sealed and delivered
in the presence of:

Signature - Witness #1

Print Name – Witness #1

Street Address – Witness #1

City, State Zip – Witness #1

Signature - Witness #2

Print Name – Witness #2

Street Address – Witness #2

City, State Zip – Witness #2

DEVELOPER:

NEW URBAN SUNSET STRIP, LLC, a
Florida limited liability company

By: NEW URBAN COMMUNITIES
CORPORATION, a Florida corporation,
its Manager

By: _____

Its: _____

Printed Name: _____

Printed Title: _____

Printed Address: _____

Date: _____

ACKNOWLEDGEMENT:

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of [xx] physical presence or [] online notarization, this _____ day of _____, 2025, by Timothy L. Hernandez, as Vice President of NEW URBAN COMMUNITIES CORPORATION, a Florida corporation, as Manager of NEW URBAN SUNSET STRIP, LLC, a Florida limited liability company, freely and voluntarily on behalf of said companies. He [] is personally known to me or [] has produced _____ as identification.

{Impress notary seal below}

Notary Public - State of Florida

Name typed, printed, or stamped

My commission expires: _____

Signed, sealed and delivered
in the presence of:

Signature - Witness #1

Print Name – Witness #1

Street Address – Witness #1

City, State Zip – Witness #1

Signature - Witness #2

Print Name – Witness #2

Street Address – Witness #2

City, State Zip – Witness #2

CITY:

CITY OF SUNRISE,
a Florida municipal corporation

By: _____

Its: _____

Printed Name: _____

Printed Title: _____

Printed Address: _____

Date: _____

ACKNOWLEDGEMENT:

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of [xx] physical presence or [] online notarization, this _____ day of _____, 2025, by _____, as _____ of the CITY OF SUNRISE, a Florida municipal corporation, on behalf of the corporation. He/she [] is personally known to me or [] has produced _____ as identification.

{Impress notary seal below}

Notary Public - State of Florida

Name typed, printed, or stamped

My commission expires: _____

List of Exhibits to First Amendment to Development Agreement

Revised Exhibit A	Legal Description of the Property
Revised Exhibit C	Affordable Housing Declaration of Restrictive Covenants

Exhibit A to First Amendment to Development Agreement

Legal Description of the Property

A PORTION OF TRACTS 25 AND 26 IN THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 35, TOWNSHIP 49 SOUTH, RANGE 41 EAST OF FLORIDA FRUITLANDS COMPANY SUBDIVISION NO. 1, AS RECORDED IN PLAT BOOK 2, PAGE 17 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, LYING AND BEING IN BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT 25; THENCE RUN NORTH 89°54'33" EAST, ALONG THE SOUTH LINE OF SAID TRACT 25 FOR 500.05 FEET; THENCE RUN NORTH 00°55'44" WEST, PARALLEL TO THE WEST LINE OF SAID TRACTS 25 AND 26 FOR 135.01 FEET TO THE POINT OF BEGINNING; THEN CONTINUE NORTH 00°55'44" WEST ALONG THE LAST DESCRIBED COURSE FOR 340.25 FEET; THENCE RUN NORTH 89°54'33" EAST, PARALLEL TO THE SOUTH LINE OF SAID TRACT 25 FOR 366.22 FEET TO A POINT LYING ON A CIRCULAR CURVE, SAID POINT BEARING SOUTH 85°26'12" WEST FROM THE CENTERPOINT OF SAID CURVE; THENCE RUN SOUTHERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 2815.56 FEET AND A CENTRAL ANGLE OF 06°59'42", FOR AN ARC DISTANCE OF 343.74 FEET TO A POINT THAT IS 135 FEET NORTH OF THE SOUTH LINE OF SAID TRACT 25, AS MEASURED AT RIGHT ANGLES THERETO SAID POINT BEARING SOUTH 78°26'30" WEST OF THE CENTER POINT OF SAID CURVE; THENCE RUN SOUTH 89°54'33" WEST PARALLEL TO THE SOUTH LINE OF SAID TRACT 25 FOR 408.87 FEET TO THE POINT OF BEGINNING, CONTAINING 2.999 ACRES MORE OR LESS.

Exhibit C to First Amendment to Development Agreement

Revised Affordable Housing Declaration of Restrictive Covenants

This instrument prepared by and return to:
(enclose self-addressed stamped envelope)

Name: John C. Primeau, Esq.
Primeau Law, PA

Address: 12555 Orange Drive
Suite 100-B
Davie, FL 33330

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DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (Declaration) is made this _____ day of _____, 2025, by **NEW URBAN SUNSET STRIP, LLC**, a Florida limited liability company (Declarant), and shall be for the benefit of the **CITY OF SUNRISE**, a municipal corporation organized pursuant to the State of Florida (City).

WITNESSETH:

WHEREAS, the Declarant is buying from City that certain real property located at 1577 Sunset Strip, Sunrise, Florida, which is more particularly described in **Exhibit 1** attached hereto and incorporated herein by reference, (the “Property”); and

WHEREAS, this Declaration is recorded in the Public Records of Broward County, Florida, by Declarant contemporaneously with the recordation of the Special Warranty Deed from the City to Declarant; and

WHEREAS, the Property is currently one parcel. Declarant intends to construct twenty-nine (29) single family homes (Units) on the Property and will create individual legal descriptions for each Unit; and

WHEREAS, City and Declarant have implemented an affordable housing program for the Property, and Declarant has voluntarily agreed to restrict all twenty-nine (29) Units as Affordable Housing Units (also known as “Restricted Sale Units”) as provided herein for the Term (as hereinafter defined) as follows:

Twenty-nine (29) Affordable Housing Units for households earning not more than 120% of the Broward County Area Median Income (as defined below) shall be restricted for fifteen (15) years from the date of recordation of this Declaration.

WHEREAS, at the time of each Unit's closing, Declarant will record a Notice of Designation of Affordable Housing Unit; and

WHEREAS, this Declaration shall apply to and be enforceable against Declarant and all current and future Unit Owners, as applicable, during the term of this Declaration, and shall restrict the sale, resale, and use of the Affordable Housing Units as provided herein.

NOW, THEREFORE, in consideration of the foregoing premises and the promises and covenants herein contained, Declarant hereby declares that development of the Property shall be subject to the covenants, restrictions, and regulations hereinafter set forth, all of which shall run with the land and which shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns for the Term.

1. Recitations. The recitals set forth above are true and correct and are incorporated into this Declaration by this reference.

2. Definitions. The following terms not otherwise defined herein shall have the meanings set forth below for purposes of this Declaration.

2.1 Area Median Income – The Broward County, Florida Area Median Income, adjusted to family size, as published by the Florida Housing Finance Corporation.

2.2 Affordable Housing Unit or Unit – Each of the twenty-nine (29) lots on which the Units will be constructed, as determined by the Declarant.

2.3 Household – A single person living alone, or two (2) or more persons sharing residency, with a combined income available to cover household expenses.

2.4 Income Restricted Household – A Household with a gross, combined income not more than one hundred twenty percent (120%) of the Broward County Area Median Income adjusted to family size.

2.5 Intentionally Deleted.

2.6 Purchase Price or Sales Price – All consideration paid for a Transfer of a Unit either at or outside closing, but shall not include any proration amount, taxes, costs and expenses of obtaining financing, the fair market value of furnishings or personal property, lender fees, title insurance fees, closing costs, inspection fees, options, or other normal and customary costs related to the purchase of a Unit.

2.7 Transfer – Any sale, assignment or transfer, voluntary or involuntary, or by operation of law (whether by deed, contract of sale, gift, devise, bequest, trustee's sale, deed in lieu of foreclosure, or otherwise) of any interest in a Unit, including but not limited to a fee simple interest, a joint tenancy interest, a tenancy in common, a life estate, or any interest evidenced by a contract by which possession of such Unit is transferred while the existing Unit owner retains title.

2.8 Unit Owner – The record title owner of the Unit.

3. Covenants. Declarant hereby declares all twenty-nine (29) Units shown on the final site plan approved by the City will be restricted to the following: all twenty-nine (29) Units on the Property shall be restricted to “Income Restricted Households” for a term of fifteen (15) years.

4. Affordable Housing Units Offered For Sale. Declarant hereby declares that all Restricted Sale Units shall be subject to the following restrictions:

- a. All Restricted Sale Units shall be restricted for use solely as its Unit Owner's principal residence and shall be used solely for residential purposes. No Restricted Sale Units may be used for any non-residential purpose, other than home-based businesses when permitted by applicable law; and
- b. All Restricted Sale Units shall be restricted for Transfer solely to persons who meet the definitions of an Income Restricted Household at the time of Transfer of a Restricted Sale Unit.
 - i. Excluding government subsidies, the down payment, if any, for the purchase of a Restricted Sale Unit must not exceed twenty percent (20%) of the purchase price; and
 - ii. During the Term of this Declaration, as defined herein, every deed of sale or equivalent document transferring title to the Restricted Sale Units shall include a restriction stating as follows:

This property is to be sold and occupied as an “Affordable Housing Unit,” as an “Income Restricted Household” in accordance with the Declaration of Restrictive Covenants recorded in the Official Records of Broward County at Instrument No. __.

- iii. Prior to any transfer of title or closing on a purchase of a Restricted Sale Unit, each purchaser shall cause to be provided to the City, at the address below, written certification that the criteria in (b) i), ii), and iii) above have been satisfied.

TO: City of Sunrise
Finance & Administrative Services Department
Grants Division
10770 W. Oakland Park Blvd.
Sunrise, FL 33351
housing@sunrisefl.gov

CC: City of Sunrise
Community Development Department
10770 W. Oakland Park Blvd.
Sunrise, FL 33351
communitydevdirector@sunrisefl.gov

- c. At the time of Transfer of each Restricted Sale Unit, Declarant shall record a Notice of Designation of Affordable Housing Unit (an “Affordable Housing Notice”) reflecting the restrictions on such Restricted Sale Unit, the form of which Affordable Housing Notice is set forth on “**Exhibit 2**” attached hereto and incorporated herein. The Declarant shall provide a copy of the recorded Affordable Housing Notice to the City, at the address below, immediately following recordation.

TO: City of Sunrise
Finance & Administrative Services Department
Grants Division
10770 W. Oakland Park Boulevard
Sunrise, FL 33351
housing@sunrisefl.gov

CC: City of Sunrise
Community Development Department
10770 W. Oakland Park Boulevard
Sunrise, FL 33351
communitydevdirector@sunrisefl.gov

5. Amendments. Except as otherwise provided herein, this Declaration shall not be modified, amended or released as to any portion of the Property except by written instrument, executed by the then owner or owners(s) of the portion of the Property affected by such modification, amendment or release which has been approved in writing by the City’s City Manager. The City’s City Manager 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, at the then owner’s sole expense.

6. Recordation and Effective Date.

- a. This Declaration shall become effective (Effective Date) upon recordation in the Public Records of Broward County, Florida. Once recorded, this Declaration shall run with the Property for the sole benefit of the City and does not operate as a restriction in favor of any Property owner and shall bind all successors and assigns to the title of the Property.
- b. From and after such time as any Affordable Housing Unit is conveyed by Declarant to a third-party purchaser, Declarant shall have no further obligations under this Declaration with respect to that particular Affordable Housing Unit and such third-party purchaser shall be obligated to comply with all of the provisions of this Declaration with respect to said Affordable Housing Unit.

7. Severability, Venue, and Waiver of Jury Trial. If any court of competent jurisdiction shall declare any section, paragraph or part of this Declaration invalid or unenforceable, then such judgment or decree shall have no effect on the enforcement or validity of any other section, paragraph or part hereof, and the same shall remain in full force and effect.

The agreed upon venue shall be Broward County, Florida. The parties agree to waive trial by jury and any action regarding this Declaration shall proceed to trial by judge.

8. Captions, Headings and Titles. Articles and 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.

9. Context. Whenever the context requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns or pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

10. Term, Release and Termination. The restrictions, covenants, rights and privileges granted, made and conveyed herein (Affordable Housing Restrictions) shall be valid for fifteen (15) years after the Effective Date for all twenty-nine (29) Income Restricted Households; thereafter the Affordable Housing Restrictions shall be of no further force and effect and shall automatically terminate without the consent of the City, or the necessity to record any document in the Public Records of Broward County, Florida.

11. Remedies for Violation. In the event the Declarant, its successors or assigns, violate any of the covenants and restrictions contained herein, Declarant hereby acknowledges and agrees that the City may withhold further permits and approvals with respect to the Property, provided the City first provides Declarant with written notice and a thirty (30) day opportunity to cure the violation. The City's option to withhold further permits and approvals with respect to the Property shall not be exercised if within the thirty (30) day notice period: (i) the violation is cured by Declarant; or (ii) the violation cannot reasonably be cured within that time period but the Declarant begins to cure such violation within such time period and thereafter diligently pursues such cure to completion, with such diligence period not to exceed one hundred and twenty (120) days from the date of the notice of violation. The City is the beneficiary of these covenants and restrictions, and as such, the City may enforce these covenants and restrictions by action at law or in equity, including, without limitation, a decree of specific performance or mandatory or prohibitory injunction, against any person or persons, entity or entities, violating or attempting to violate the terms of these covenants and restrictions. For purposes hereof, (i) Declarant shall be entitled to rely upon the certification provided by the purchaser of a Restricted Sale Unit pursuant to Section 4 above and (ii) in no event shall the provisions hereof apply to Declarant if the violation occurs without Declarant's consent after the sale of an Affordable Housing Unit.

12. Waiver. Any failure of the City to enforce these restrictive covenants shall not be deemed a waiver of the right to do so thereafter. This document shall be construed in accordance with the laws of Florida and venue shall be Broward County, Florida.

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

Signed, sealed and delivered
in the presence of:

Signature - Witness #1

Print Name – Witness #1

Street Address – Witness #1

City, State Zip – Witness #1

Signature - Witness #2

Print Name – Witness #2

Street Address – Witness #2

City, State Zip – Witness #2

DECLARANT:

NEW URBAN SUNSET STRIP, LLC, a
Florida limited liability company

By: NEW URBAN COMMUNITIES
CORPORATION, a Florida corporation,
its Manager

By: _____

Its: _____

Printed Name: _____

Printed Title: _____

Printed Address: _____

Date: _____

ACKNOWLEDGEMENT:

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of [xx] physical presence or [] online notarization, this _____ day of _____, 202____, by Timothy L. Hernandez, as Vice President of NEW URBAN COMMUNITIES CORPORATION, a Florida corporation, as Manager of NEW URBAN SUNSET STRIP, LLC, a Florida limited liability company, freely and voluntarily on behalf of said companies. He [] is personally known to me or [] has produced _____ as identification.

{Impress notary seal below}

Notary Public - State of Florida

Name typed, printed, or stamped

My commission expires: _____

**EXHIBIT 1 TO DECLARATION OF RESTRICTIVE COVENANTS
LEGAL DESCRIPTION OF PROPERTY**

A PORTION OF TRACTS 25 AND 26 IN THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 35, TOWNSHIP 49 SOUTH, RANGE 41 EAST OF FLORIDA FRUITLANDS COMPANY SUBDIVISION NO. 1, AS RECORDED IN PLAT BOOK 2, PAGE 17 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, LYING AND BEING IN BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT 25; THENCE RUN NORTH 89°54'33" EAST, ALONG THE SOUTH LINE OF SAID TRACT 25 FOR 500.05 FEET; THENCE RUN NORTH 00°55'44" WEST, PARALLEL TO THE WEST LINE OF SAID TRACTS 25 AND 26 FOR 135.01 FEET TO THE POINT OF BEGINNING; THEN CONTINUE NORTH 00°55'44" WEST ALONG THE LAST DESCRIBED COURSE FOR 340.25 FEET; THENCE RUN NORTH 89°54'33" EAST, PARALLEL TO THE SOUTH LINE OF SAID TRACT 25 FOR 366.22 FEET TO A POINT LYING ON A CIRCULAR CURVE, SAID POINT BEARING SOUTH 85°26'12" WEST FROM THE CENTERPOINT OF SAID CURVE; THENCE RUN SOUTHERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 2815.56 FEET AND A CENTRAL ANGLE OF 06°59'42", FOR AN ARC DISTANCE OF 343.74 FEET TO A POINT THAT IS 135 FEET NORTH OF THE SOUTH LINE OF SAID TRACT 25, AS MEASURED AT RIGHT ANGLES THERETO SAID POINT BEARING SOUTH 78°26'30" WEST OF THE CENTER POINT OF SAID CURVE; THENCE RUN SOUTH 89°54'33" WEST PARALLEL TO THE SOUTH LINE OF SAID TRACT 25 FOR 408.87 FEET TO THE POINT OF BEGINNING, CONTAINING 2.999 ACRES MORE OR LESS.

EXHIBIT 2 TO DECLARATION OF RESTRICTIVE COVENANTS

This instrument prepared by and return to:
(enclose self-addressed stamped envelope)

Name: John C. Primeau, Esq.
Primeau Law, PA

Address: 12555 Orange Drive
Suite 100-B
Davie, FL 33330

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Notice of Designation of Affordable Housing Unit

By recordation of this Notice of Designation of Affordable Housing Unit, NEW URBAN SUNSET STRIP, LLC, a Florida limited liability company ("Declarant") hereby designates for the Restriction Period, as hereinafter defined, the following unit as an "Affordable Housing Unit," as defined by that certain Declaration of Restrictive Covenants recorded in Instrument No. _____ of the public records of Broward County, Florida, which requires that Affordable Housing Units be sold only to persons who meet the following criteria at the time of Transfer:

- (a) Income Restricted Household – A Household with a gross, combined income not more than one hundred twenty percent (120%) of the Broward County Area Median Income adjusted to family size
- (b) Excluding government subsidies, the down payment, if any, for the purchase of a Restricted Sale Unit must not exceed twenty percent (20%) of the purchase price; and
- (c) During the Term of this Declaration, as defined herein, every deed of sale or equivalent document transferring title to the Restricted Sale Units shall include a restriction stating as follows:

This property is to be sold and occupied as an "Affordable Housing Unit," as an "Income Restricted Household" in accordance with the Declaration of Restrictive Covenants recorded in the Official Records of Broward County at Instrument No. _____.

- (d) Prior to any transfer of title or closing on a purchase of a Restricted Sale Unit, each purchaser shall cause to be provided to the City, at the address below, written certification that the criteria in (a), (b), and (c) above have been satisfied.

TO: City of Sunrise
Finance & Administrative Services Department
Grants Division
10770 W. Oakland Park Blvd.
Sunrise, FL 33351
housing@sunrisefl.gov

CC: City of Sunrise
Community Development Department
10770 W. Oakland Park Blvd.
Sunrise, FL 33351
Communitydevdirector@sunrisefl.gov

Unit Address and/or Unit Number: _____

As more particularly described on **Exhibit “A”** hereto.

The restriction of the foregoing designation shall be fifteen (15) years from the recordation of the underlying Declaration.

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

Signed, sealed and delivered
in the presence of:

Signature - Witness #1

Print Name – Witness #1

Street Address – Witness #1

City, State Zip – Witness #1

Signature - Witness #2

Print Name – Witness #2

Street Address – Witness #2

City, State Zip – Witness #2

DECLARANT:

NEW URBAN SUNSET STRIP, LLC, a
Florida limited liability company

By: NEW URBAN COMMUNITIES
CORPORATION, a Florida corporation,
its Manager

By: _____

Its: _____

Printed Name: _____

Printed Title: _____

Printed Address: _____

Date: _____

ACKNOWLEDGEMENT:

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of [xx] physical presence or [] online notarization, this _____ day of _____, 202____, by Timothy L. Hernandez, as Vice President of NEW URBAN COMMUNITIES CORPORATION, a Florida corporation, as Manager of NEW URBAN SUNSET STRIP, LLC, a Florida limited liability company, freely and voluntarily on behalf of said companies. He [] is personally known to me or [] has produced _____ as identification.

{Impress notary seal below}

Notary Public - State of Florida

Name typed, printed, or stamped

My commission expires: _____

EXHIBIT “A”

Legal Description of Unit

[To be added before recording]