

CITY CLERK
CITY OF SUNRISE
2023 SEP 15 PM 3:02

SUNRISE, FLORIDA

RESOLUTION NO. 23-132

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "DEVELOPMENT AGREEMENT" BETWEEN THE CITY OF SUNRISE AND NEW URBAN SUNSET STRIP, LLC FOR APPROXIMATELY THREE (3) ACRES OF LAND LOCATED AT 1577 SUNSET STRIP, WITHIN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA; PROVIDING FOR RECORDATION; PROVIDING FOR TRANSMISSION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise (City) owns approximately three (3) acres of land bearing Broward County Property Appraiser Folio No. 4941-35-01-0102, located at 1577 Sunset Strip (the Property) and described in Exhibit A which is attached hereto and incorporated herein; 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 with New Urban Sunset Strip, LLC (Developer); and fully executed the PSA on September 30, 2021; and

WHEREAS, the PSA required City and Developer to enter into a Development Agreement pursuant to the provision of Sections 163.3220 – 163.3243, Florida Statutes prior to closing; and

WHEREAS, the Developer is proposing a residential development consisting of twenty-nine (29) single-family dwelling units including amenities; and

WHEREAS, the Developer is in the process of rezoning the Property from CF (Community Facilities District) to RM-10 (Low Medium Multifamily Residential District); and

WHEREAS, pursuant to Section 16-116 of the Code of Ordinances of the City of Sunrise, Florida (City Code), the Developer is seeking the allocation of thirteen (13) Flexibility Units for the project location; and

WHEREAS, the Developer is in the process of platting the Property and is proposing a notation on the face of the plat restricting development to twenty-nine (29) single-family residential units; and

WHEREAS, the Developer is in the application process for Site Plan approval for the proposed development on the Property; and

WHEREAS, Sections 163.3220-163.3243, Florida Statutes, authorize local governments to enter into development agreements with developers; and

WHEREAS, the Developer has proposed, and City staff has reviewed, a Development Agreement attached as Exhibit B and incorporated herein; and

WHEREAS, the Development Agreement has been duly noticed and two public hearings, one of which was held by the Local Planning Agency, have been held in accordance with Section 163.3225, Florida Statutes.

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

Section 1. Approval of Agreement. The "Development Agreement" between the City of Sunrise, Florida and New Urban Sunset Strip, LLC, a copy of which is attached hereto and made a part of this Resolution as Exhibit B, is hereby approved.

Section 2. Execution of Agreement. The Mayor is hereby authorized to execute the Development Agreement. The City shall record the Development Agreement in the Public Records of Broward County. The Director of Community Development is authorized to transmit the Agreement to the Florida Department of Economic Opportunity (DEO).

Section 3. Effective Date. This Resolution shall become effective upon the approval of the rezoning from CF (Community Facilities District) to RM-10 (Low Medium Multifamily Residential District) for Application No. RZ-000189-2022.

PASSED AND ADOPTED this 12TH DAY of SEPTEMBER, 2023.



Mayor Michael J. Ryan

Authentication:

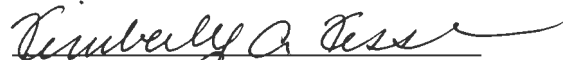

Felicia M. Bravo
City Clerk



MOTION: KERCH
SECOND: SCUOTTO

DOUGLAS: YEA
GUZMAN: YEA
KERCH: YEA
SCUOTTO: YEA
RYAN: YEA

Approved by the City Attorney
as to Form and Legal Sufficiency


Kimberly A. Kisslan

**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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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered as of this 28th day of December, 2023, 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, this Agreement is entered in accordance with the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Fla. Stat. (the "Act"); and

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; and fully executed the PSA on September 30, 2021, and

WHEREAS, the Parties entered into Addendum No. 1 to the PSA on September 14, 2022 which extended the time for the land use approvals in Section 9 of the Agreement from 270 days from the end of the Inspection Period to 360 days from the end of the Inspection Period (December 22, 2022); and

WHEREAS, on December 13, 2022 via Ordinance No. 676-22-A, the City Commission approved Addendum No. 2 to the PSA which was executed on December 19, 2022 and which extended the time for the land use approvals in Section 9 of the Agreement to December 13, 2023 and revised the timing of the approval of the flexibility unit allocation; 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 29 detached zero lot line homes, including amenities (the "Project"); and

WHEREAS, construction of the Project will require the Property to be rezoned from its current CF, Community Facilities District zoning designation to the RM-10 Low Medium Multifamily Residential District ("RM-10"); and

WHEREAS, the proposed RM-10 zoning is being designed consistent with the Property's land use designation including the goals, policies, and objectives within the City and Broward County Future Land Use Plans; and

WHEREAS, the proposed development is consistent with Section 16-71 of the City Land Development Code ("Code") and the City has agreed to consider a number of waivers for affordable housing as shown on the Conceptual Site Plan attached hereto as Exhibit B; and

WHEREAS, Developer and the City desire to establish certain terms and conditions relating to the Project in accordance with the Act; and

WHEREAS, in order to foster comprehensive and sound capital facilities planning and financing, to ensure the provision of adequate public facilities for development concurrent with the impacts of development, to encourage the efficient use of resources, to reduce the economic cost of development, and to afford certainty in the approval of development, the City and Developer desire to establish by agreement the terms under which the Property may be developed; and

WHEREAS, public hearings regarding this Agreement have been noticed and conducted pursuant to Section 163.3225, Florida Statutes; and

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. **Accuracy of Recitals / Defined Terms.**

a. The recitals set forth above are true and correct and are incorporated into this Agreement by this reference.

b. Unless otherwise defined in this Agreement, the following terms shall have the meanings below:

“Governmental Authority(ies)” shall mean any federal, state or local agency, department, commission, board, bureau, administrative or regulatory body having jurisdiction over the Property.

“Conceptual Site Plan” shall refer to the Conceptual Site Plan attached hereto as Exhibit B.

“Project” shall mean development of the Property as described in this Agreement.

2. **Mandatory Development Agreement Provisions Pursuant to the Act.**

a. **Legal Description and Developer.**

The owner of legal and equitable title to the Property is the City of Sunrise, a Florida municipal corporation. The legal description of the Property is set forth in Exhibit A.

b. **Duration of Agreement.**

This Agreement shall expire ten (10) years after the Effective Date (hereinafter defined), unless earlier terminated or extended pursuant to the Act, and except as otherwise provided herein.

c. **Uses, Densities, Intensities, and Height of Property.**

The following development shall be permitted on the Property:

A residential development consisting of 29 zero lot line detached 2-story, 3- and 4-bedroom single family homes with a maximum height of 28 feet and ancillary amenities. The development site’s density will be 10 units per acre. Based on the U.S. Census Bureau, American Community Survey, persons per household, 2017-2021 data, the

residential is anticipated to have approximately 77 residents, based on 2.63 persons per household.

d. **Future Land Use Map Designation.**

The land use designation of the Property under the existing Future Land Use Element is Low (5) Residential. Thirteen (13) flexibility units are proposed to be allocated to Project in connection with the rezoning application. No change in land use designation is proposed.

e. **Zoning.**

The current zoning of the Property is Community Facilities (CF). The proposed zoning of the Property is Low Medium Multifamily Residential District (RM-10).

f. **Adequacy of Public Facilities.**

The public facilities that will serve the Property shall be those described in Section 8 of this Agreement.

g. **Reservation or Dedication of Land.**

Developer shall not be required by the City to reserve or dedicate land in connection with development of the Property, except as may be required by permits issued by Governmental Authorities. Notwithstanding the foregoing, Developer shall be required to grant utility easements to the City as may be necessary in order for the City to service and maintain the public facilities serving the Property.

h. **Development Permits Approved or Needed to Be Approved for the Project.**

- 1) The land development approvals required for the Project are:
 - a. Rezoning to RM-10;
 - b. Site Plan Approval (including affordable housing waivers necessary to implement the Site Plan);
 - c. Plat Approval;
 - d. Allocation of Flex Units;

- e. Utility Service Permit;
- f. Development Authorization Letter;
- g. Building Permits;
- h. Engineering Permits;
- i. South Florida Water Management District Permit;
- j. Broward County Surface Water Permit;
- k. Certificate of Occupancy;
- l. Any other official action of the City or other regulatory authority having the effect of permitting the development of land.

The governmental approvals for the Property described in this subsection (h) and the expiration of all applicable appeal periods with respect thereto are collectively referred to as the "Governmental Approvals."

i. **Responsibility for Land Development Approvals.**

Developer shall use reasonable efforts on behalf of Developer and the City to attempt to obtain all Governmental Approvals as required in connection with the Property.

j. **Compliance with Other Law.**

Pursuant to Florida Statutes section 163.3227(1)(i), the failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Developer or the City of the necessity of complying with the law governing such permitting requirement, condition, term, or restriction. Any matter or thing required to be done under existing ordinances of the City of Sunrise or Broward County shall not be otherwise amended, modified, or waived unless such amendment, modification or waiver is expressly provided for in this Agreement with specific reference to the City Code provision so amended, modified, or waived.

3. **Authorization to Develop Property.**

Developer may proceed to develop the Property in substantial conformance with the Conceptual Site Plan attached hereto as Exhibit B. Developer shall

obtain all Governmental Approvals as enumerated in paragraph 2(h) above. Developer shall receive any and all applicable building permits authorized, subject to the terms, conditions, reservations and requirements of this Agreement.

The terms of this Agreement shall govern the development of the Property for the duration of this Agreement.

4. **Project Features.**

The Project shall include the following features and provide preference to existing City of Sunrise residents for initial conveyance of properties from the Developer:

- a. 29 two story, 3 and 4 BR, 2.5 and 3.5 bath zero lot line single family detached homes with rear loaded 1-2 car garages and covered front porches - ranging from about 1471-1871 a/c square feet (size of units to meet City Code). At least 3 of the homes will be "live-work" homes for professional services/office uses as permitted by the City of Sunrise Code of Ordinances. Flexible, open floor plan with load bearing structure on the exterior walls and all bedrooms upstairs allows the location of an office/den on the first floor in a suitable location.
- b. A central community green with pool, cabana and tot lot of approximately 13,000 sf. Some dry detention may need to be provided in this area, subject to an engineering analysis.
- c. A landscaped public space with an art sculpture in the general vicinity of the location depicted on Exhibit B. The City shall assist the Developer with the selection of a public art sculpture constructed of low-maintenance materials. The selected public art shall be in the amount not less than \$15,000 installed but not to exceed \$20,000. The Developer shall be responsible for the installation of the art pad, lighting, and associated improvements related to the public art display. The maintenance of the art sculpture and associated improvements related to the public art display are the responsibility of the Developer.
- d. A Paver entry road terminating in the central community green.
- e. An extensive internal sidewalk system connecting to Sunset Strip.
- f. A compatible land use with surrounding single-family neighborhood with a rear set back greater than 35-feet from the existing lots to the new homes.

- g. Approximately 80 parking spaces.
- h. Perimeter buffer - A 6-foot tall black vinyl coated fence with a dense hedge (most likely podocarpus or cocoplum) around the north, west and south site perimeter. The hedge shall be maintained at 6-foot in height to obscure the fence. Canopy trees (such as oaks, mahoganies and gumbo limbos) will be planted around in the perimeter buffer.
- i. The Architectural style shall be Bermuda and/or Anglo-Caribbean.
- j. Site landscaping shall include ground covers, shrubs, flowering ornamental trees and canopy trees. Existing trees will be relocated on-site subject to arborist's assessment of condition.
- k. General layout of homes - First floors have open floor plans with living, dining, and kitchen areas and a powder room under the stairs. Second floors have a master bedroom with a master bathroom and a minimum 2 bedrooms and a minimum 1 bath. Homes will have minimum 9' ceilings on both floors.
- l. Design in alignment with the East Sunrise Improvements Master Plan vision.

5. **Site Plan Adjustments and Revisions.**

The Director of Community Development, or his/her designee, shall have jurisdiction to make minor adjustments to the Conceptual Site Plan without reconsideration by the City Commission in accordance with Code Sections 16-32. The approvals shall be in substantial compliance with the approved Site Plan.

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 25% of the total homes for households earning greater than 80% and less than or equal to 100% of the median income (deed restricted for 30 years), more specifically seven (7) homes.
- b. Set aside 25% of the total homes to households earning greater than 100% and less than or equal to 140% of the median income (deed restricted for 30 years), more specifically seven (7) homes.

- c. Set aside 40% of the total homes to households earning greater than 100% and less than or equal to 140% of the median income (deed restricted for 15 years), more specifically twelve (12) homes.
- 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 which of the above covenants applies to that home. For the three (3) homes that are not affordable housing units, the Developer shall record a release from the Declaration of Restrictive Covenants prior to the closing of such home. The three (3) homes shall not be restricted, but homes to be affordable for households earning between 100% and 140% of the median income.
- 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.

7. **Homeowners Association.**

Prior to the conveyance of any homes, Developer shall establish a Homeowners' Association ("HOA") which shall require the HOA to be maintained in perpetuity, unless the City agrees to terminate. The HOA documents shall at minimum provide for the maintenance of common areas

and limit any permitted live/work component to professional services as permitted by the City of Sunrise Code of Ordinances.

8. **Adequacy of Public Facilities; Continued Reservation of Capacity.**

The following items in regard to the adequacy of public facilities for the Property in this area are acknowledged:

- a. Drainage: All construction activities will be in accordance with applicable City of Sunrise, Broward County and South Florida Water Management District permitting standards and regulations.
- b. Potable Water: Primary water supply services exist to serve the Project and are public on the date of this Agreement and shall continue to be public. Primary water supply services to connect the Project will be installed by Developer shall be dedicated to the City.
- c. Sanitary Sewer: Primary wastewater supply services exist to serve the Project and are public on the date of this Agreement and shall continue to be public. Primary wastewater supply services to connect the Project will be installed by Developer shall be dedicated to the City.
- d. Solid Waste: Sufficient capacity exists in the Broward County Landfill to service the demands of the Property.
- e. Parks: Sufficient park facilities exist.
- f. Roads/Drives: Development of the Property is expected to generate approximately 28 PM Peak Hour trips. Impact of project is considered de minimus.
- g. Parking: Parking provided shall be configured as shown on the Conceptual Site Plan.
- h. Gas: City of Sunrise gas, if provided, may be used for appliances, swimming pools and whirlpools, at the option of Developer
- i. Irrigation: The irrigation system shall be designed by Developer to accommodate reclaimed water, using "purple" pipes and fixtures, and Developer shall install the system using purple pipes and fixtures. Connection to City of Sunrise reclaimed facilities shall occur if and when available.

The City hereby acknowledges that there are adequate public facilities to serve the Property.

9. **Building Elevations.**

Conceptual building elevations are attached hereto as Exhibit E. The final building elevations shall be similar in style, quality, massing and fenestration of the conceptual building elevations. In accordance with Section 16-32 of the City Code, the Director of Community Development, or his/her designee, shall have jurisdiction to make minor adjustments to the building elevations without reconsideration by the City Commission. Shingle roofs shall not be permitted.

10. **Off-Site Improvements.**

Developer shall provide the following off-site improvements along Sunset Strip:

- (i) parallel parking spaces, sidewalks, and landscaping along Sunset Strip (the City acknowledges that Developer shall not be responsible for future maintenance of the road)

Some proposed off-site improvements are located in the Sunset Strip right-of-way and are subject to review and approval by Broward County. Developer and City, as applicable, shall make all reasonable efforts to facilitate construction of the improvements detailed above.

11. **Vacation and Dedication of Easements.**

Developer acknowledges that any easements in conflict with the Site Plan must be vacated and agrees to dedicate easements necessary to accommodate City utility service to the Property. The City acknowledges that any easement abandonments shall be approved subject to relocation of utility facilities and dedication of new easements, if required, and that the Resolution(s)/Ordinance(s) approving any easement abandonments shall be recorded following relocation of utility facilities.

12. **Developer's Acknowledgement, Agreement, and Waiver of Certain Rights.**

Developer further declares that it has examined and is familiar with the provisions of Section 489.113(3), Florida Statutes, and knowingly and specifically waives any rights it may have thereunder, and further agrees to be bound by the City's Policies, Procedures, Standard Details and Specifications for Water Distribution and Sewage Collection Systems, except for the separation requirements, which shall comply with State of Florida separation requirements, including but not limited to the requirement that all underground water and wastewater system work required herein shall be performed by a contractor or subcontractor holding one of the following licenses pursuant to this section:

- a. State of Florida Certified Underground Utility & Excavation Contractor;
- b. BC Certificate of Competency — General Engineered Construction; or
- c. BC Certificate of Competency IA — Primary Pipe Lines.

Developer agrees to comply with the City of Sunrise permitting requirements, including all licensing requirements associated with the Community Development Department-Engineering Division.

13. **Amendment, Cancellation, Termination, Term.**

- a. Amendment/Cancellation. This Agreement may only be amended or cancelled (unless this Agreement sets forth the basis for cancellation of this Agreement) by written mutual consent of the Parties to this Agreement, or by their successors and assigns, and shall terminate upon its expiration as set forth in Section 2(b). Prior to amending this Agreement, the City shall hold two (2) public hearings consistent with the requirements of Section 163.3225 of the Act.
- b. Termination by Developer. Notwithstanding any other provision of this Agreement, Developer may, at any time through the effective period of this Agreement, and upon satisfaction of all of Developer's obligations herein, declare that the development of the Property is completed and that the terms and conditions of this Agreement shall terminate (except as expressly provided herein). Any such declaration shall be in writing and provided to City.

14. **Recording of Agreement.**

Within fourteen (14) days after the City enters into this Agreement, the Clerk of the City shall record the Agreement in the Public Records of Broward County.

15. **Effective Date.**

This Agreement shall be effective ("Effective Date") on the date the fully executed Agreement has been recorded in the Public Records of Broward County.

16. **Annual Review.**

In accordance with Section 163.3235 of the Act, the City shall review the development for the Property that is subject to this Agreement every twelve (12) months, commencing twelve (12) months after the Effective Date. The purpose of this review shall be to determine whether the Parties are in good faith compliance with the terms of this Agreement.

17. **Notices.**

The Parties designate the following persons as representatives to be contacted and to receive all notices regarding this Agreement:

Developer	New Urban Sunset Strip, LLC PO Box 8319 Delray Beach, FL 33482
With Counterpart to:	John C. Primeau, Esq. Primeau Law, P.A. 12555 Orange Drive, Suite 100B Davie, FL 33432
For the City of Sunrise:	City of Sunrise Community Development Department Attn: Director 10770 West Oakland Park Boulevard Sunrise, FL 33351
With Counterpart to:	Sunrise City Attorney City of Sunrise City Attorney's Office

10770 West Oakland Park Boulevard
Sunrise, FL 33351

18. **Enforcement.**

Any Party or aggrieved or adversely affected person as defined in Section 163.3215(2) of the Act may file an action for injunctive relief in the Broward County circuit court to enforce the terms of this Agreement or to challenge compliance of this Agreement with the Act. The laws of the State of Florida, without regard to its conflict of laws principles, shall govern the interpretation and enforcement of this Agreement.

19. **Successors and Assigns.**

This Agreement shall be binding upon the Parties, their successors and assigns. In the event of an assignment of part or all of its obligations under this Agreement, the assigning Party shall notify the other Party in writing within thirty (30) days of such assignment. Upon an assignment of this Agreement and the assumption of the assignor's rights, obligations, and liabilities by said assignee, the assignor/grantor shall be deemed released from all rights, obligations and liabilities hereunder (arising thereafter other than the City shall not be released of its governmental and legislative obligations as set forth in this Agreement), and the assignee/grantee shall be deemed to have assumed all rights, obligations and liabilities hereunder.

20. **Severability.**

In the event that any portion or section of this Agreement 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 Agreement, which shall remain in full force and effect.

21. **Entire Agreement.**

This Agreement constitutes 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.

22. **Waiver.**

The failure of any Party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach or of any future violation, breach or wrongful conduct.

23. **Attorneys' Fees.**

In the event of any controversy arising under or related to the interpretation or implementation of this Agreement 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.

24. **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 Agreement shall not be amended to refer to any such revisions.

[INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGES TO FOLLOW]

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

Signed, sealed and delivered
In the presence of:

Developer:

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

Witnesses:

CRD
(signature)

CHRISTOPHER DAGES

Printed Name:

Printed Address: 2600 E. Commercial Blvd.
Ft. Lauderdale, FL
33308

(signature)

Printed Name:

Printed Address: 2600 E. Commercial Blvd.
Ft. Lauderdale, FL 33308

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

By:
Its

Timothy L. Hernandez
VP {Seal}

Printed Name and Title
Printed Address:

Timothy L. Hernandez, VP
PO Box 8314 Delray Beach, FL
33482

Date:

12/18/2023

ACKNOWLEDGEMENT:

STATE OF FLORIDA)

COUNTY OF Broward) SS)

The foregoing instrument was acknowledged before me by means of [xx] physical presence or [X] online notarization, this 18 day of December, 2023, by Timothy Hernandez, as VP, 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 [X] has produced FLDL as identification.

{Impress notary seal
below}



Notary Public - State of Florida

Name typed, printed, or stamped

My commission expires: _____

CITY:

Witnesses:

The P. nuss

(signature)

Thomas P. Moss

Printed Name: _____

Printed Address:

Printed Address:
6770 W. Oakland Park Blvd.
Sunrise, FL 33351

(signature)

10770 W. OAKLAND PK BLVD.
SUNRISE, FL 33351

Printed Name Felicia Brown

Printed Address:

CITY OF SUNRISE,
a Florida municipal corporation

By:

(signature)

Printed Name: Michael J. Ryan

Printed Address: 10770 W. OAKLAND PIKE Blvd.
SUNRISE, FL 33351

Title: MAYOR

Date:

1/9/2024



ACKNOWLEDGEMENT:

[illegible]

The foregoing instrument was acknowledged before me by means of [xx] physical presence or [] online notarization, this 9th day of January, 2024, by Michael J. R. Jr., as Mayor 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}

Mary Lind
Notary Public State of Florida

Name typed, printed, or stamped

My commission expires:



MERYL GIRARD
Commission # HH 106143
Expires July 19, 2025
Bonded Thru Budget Notary Services

List of Exhibits

Exhibit A	Survey and Legal Description of the Property
Exhibit B	Conceptual Site Plan
Exhibit C	Affordable Housing Declaration of Restrictive Covenants
Exhibit D	Anticipated Affordable Housing Waivers
Exhibit E	Conceptual Building Elevations

Exhibit A
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 A

Survey of the Property



Exhibit B

Conceptual Site Plan

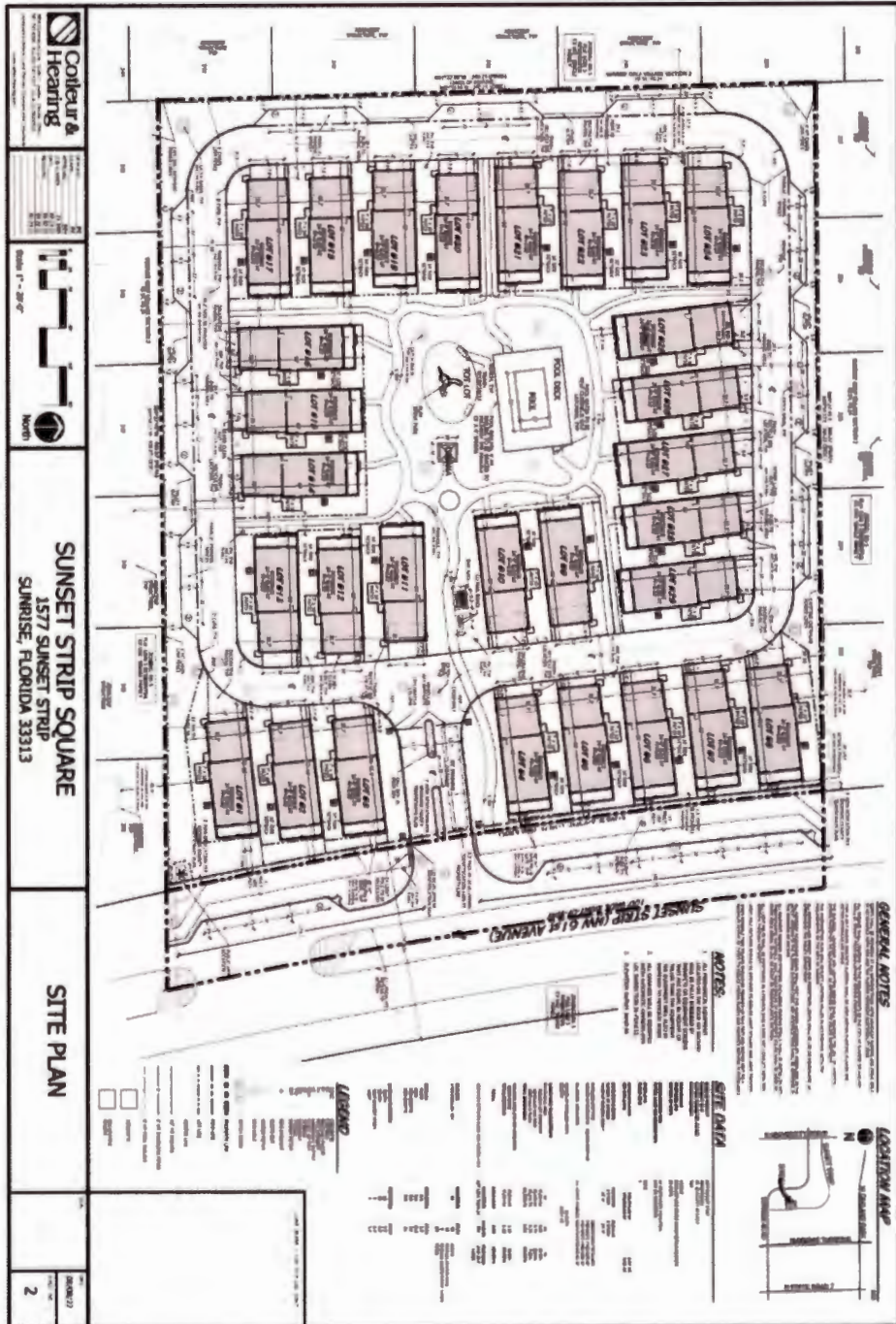


Exhibit C
Affordable Housing Declaration of Restrictive Covenants

Follows this page.

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

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (Declaration) is made this _____ day of _____, 2023, 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 twenty-six (26) of 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:

- 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.

WHEREAS, at the time of each Unit's closing, Declarant will either file a Notice of Designation of Affordable Housing Unit or release the Unit from this Declaration if it is one of the 3 Units that are not restricted by this Declaration; 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 – The exact lots on which the Units are 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 Tier 1 Income Household – A Household with a gross, combined income greater than eighty percent (80%) and less than or equal to one hundred percent (100%) of the Broward County Area Median Income adjusted to family size.

2.5 Tier 2 Income Household – A Household with a gross, combined income greater than one hundred percent (100%) and less than or equal to one hundred forty percent (140%) of the Broward County Area Median Income adjusted to family size.

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 twenty-six (26) of the twenty-nine (29) Units shown on the final site plan approved by the City will be restricted to the following: Seven (7) of the Units on the Property shall be restricted to Tier 1 Income Households for a term of thirty (30) years, seven (7) of the Units on the Property shall be restricted to Tier 2 Income Households for a term of thirty (30) years, and Twelve (12) of the Units on the Property shall be restricted to Tier 2 Income Households for a term of fifteen (15) years. Affordable Housing Units and their specific income limit restriction and restriction term shall be determined by the Declarant.

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 Tier 1 Income Household or Tier 2 Income 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 Tier 1 *or* Tier 2 (circle one) Income 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 any 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 the following Terms: (a) for a period of thirty (30) years from the Effective Date for the seven (7) Tier 1 Income Households and the seven (7) Tier 2 Income Households and (b) for a period of fifteen (15) years from the Effective Date for the twelve (12) Tier 2 Income 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.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

DECLARANT:

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

Witnesses:

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

(signature)

By: _____
Its _____ {Seal}

Printed Name:

Printed Address:

Printed Name and Title

Printed Address:

(signature)

Date: _____

Printed Name

Printed Address:

ACKNOWLEDGEMENT:

STATE OF FLORIDA)

) SS

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____, as _____, 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
SKETCH AND LEGAL
DESCRIPTION OF PROPERTY (Sketch on following page)

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.

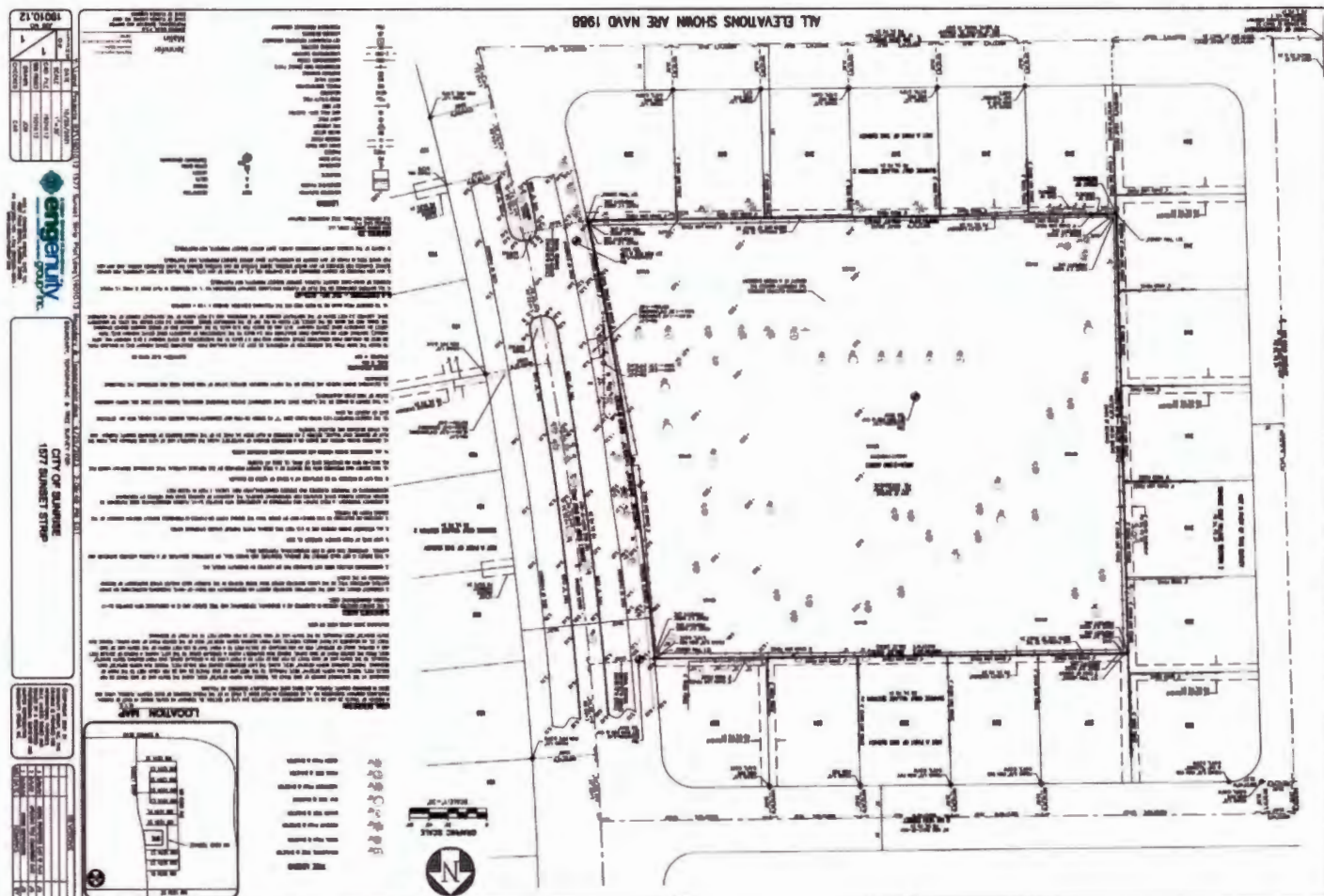


EXHIBIT 2

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

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

Notice of Designation of Affordable Housing Unit

By recordation of this Notice of Designation of Affordable Housing Unit, _____, 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:

Choose one:

- ☐ **(a) Tier 1 Income Household** – A Household with a gross, combined income greater than eighty percent (80%) and less than or equal to one hundred percent (100%) of the Broward County Area Median Income adjusted to family size

OR

- ☐ **(a) Tier 2 Income Household** - A Household with a gross, combined income greater than one hundred percent (100%) and less than or equal to one hundred forty percent (140%) 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 Tier 1 *or* Tier 2 (circle one) Income 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 ☐ thirty (30) years OR ☐ fifteen (15) years from the recordation of the underlying Declaration.

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

Witnesses:

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

(signature)

By: _____

Its _____

{Seal}

Printed Name:

Printed Address:

Printed Name and Title

Printed Address:

(signature)

Date: _____

Printed Name:

Printed Address:

ACKNOWLEDGEMENT:

STATE OF FLORIDA)

) SS

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [xx] physical presence or [] online notarization, this _____ day of _____, 2023, by _____, as _____, 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

Exhibit D
List of Anticipated Affordable Housing Waivers

Section	Provision	Required	Provided	Justification
16-71 (g)	Height	25' max	28'	This is needed to comply with the code requirement for a roof pitch of (5:12) and provide 9' high ceilings and to lift the home above grade to accommodate the porch. The height is consistent with the Site Plan definition of height in LDR section 16-277.
16-71 (j)(2)	Front Yard	25' min	2.0'	Rear loaded garages + increased common green space. Porches not greater than 7' in depth allowed to encroach into yard area. Note: The 2.0' is measured from the porch to the property line.
16-71 (j)(3)	Side Yard	10' each side	0' on one side and 10' on the other side	The requirement is inconsistent with ZLL homes which will have a 0' setback on one side and 10' on the other side.
16-71 (j)(7)	Distance between building and circulation aisle	20' min	4'	Homes are all alley loaded, therefore driveways to a front loaded garage are not provided. On street parking is provided for guest parking needs. This along with HOA restrictions forces the use of garage to park vehicles rather than as storage.
16-71 (k)(2)	Perimeter Wall	8' Masonry Wall	A 42" high fence is provided along Sunset Strip.	The provided fence + landscape is equally effective. A wall results in a greater long term maintenance burden. Project is designed in accordance with best practice new urbanist design principles and the east Sunrise Plan with garages in the rear and front porches. A wide berm is inconsistent with best practice infill design principles. Sunset Strip has a wide (100') ROW with a median and only one lane of traffic in each direction. Homes with landscaped front yards face Sunset Strip. A 42" high fence is provided along Sunset Strip which serves to define the private and public realms.
16-71 (k)(7)	Minimum Pool size greater of 750 sf or 6.4 sf per DU	750 sf	450 sf	A Pool of 15' x 30' with a 10' deck all the way around is sufficient for a community of this small size. The provided pool leaves more land for landscaping.
16-71 (a)(1)d.	Bermed Landscape Strip	25' wide landscaped berm and 8' masonry wall	2' wide landscaped area and 42" high fence	Project is designed in accordance with best practice new urbanist design principles and the East Sunrise Plan with garages in the rear and front

Section	Provision	Required	Provided	Justification
				porches. A wide berm is inconsistent with best practice infill design principles. Sunset Strip has a wide (100') ROW with a median and only one lane of traffic in each direction. Homes with landscaped front yards face Sunset Strip. A 42" high fence is provided along Sunset Strip which serves to define the private and public realms.
16-169 (b)(1)	Perimeter Landscaping	20' wide landscape buffer with 6' masonry wall	A minimum of a 3' wide landscaped area and a 6' vinyl coated chain link fence.	Project is designed in accordance new urbanist design principles and the East Sunrise Plan with garages in the rear and front porches. All but 2 homes are over 35' away from the property line and separated by an alley and 5' of landscaping. The other 2 homes, located at the NE and SE corners of the site, have a side yard relationship and are over 10' from the common property lines.
16-71 (j)(1)	Trafficway setback	50'	2.5'	Rear loaded garages + increased common green space. Note: The 2.5' is measured from the porch to the property line.
16-142 (b)(1)(a)	Parallel Parking Space dimensions if counted toward required parking	10' x 20'	8.5' x 22'	Provides for easier maneuvering in and out of spaces and more green space around site perimeter and central green. A GMC Yukon measures 6.75' wide x 17.5' deep.
16-169 (d)(1)	Pedestrian Zone Width	Greater of 10' or 50% of height	2.5'	The 2.5' along Sunset Strip is measured from the front porch. It is actually 5.5', as a 3' ROW dedication was required by the County. That extra space will be landscaped; it is all green. It should be noted that there is another 19' between the property line and the curb.
16-142 (b)(2)	Drive Aisle Width	24'	20'	Allows adequate circulation, slows traffic and allows more green areas.
16-71(j)(6)	Building Separation	10'	9'	Allows more flexibility in siting of individual homes to make side yards more useable where they contain patios.

Exhibit E
Conceptual Building Elevation



SINGLE FAMILY A



SINGLE FAMILY B



SINGLE FAMILY C

Note: Shingle Roofs not allowed by code.



Date: Jan 16, 2024

Time: 10:10 am

Department: City Clerk

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

SPACE ABOVE THIS LINE FOR PROCESSING DATA -- SPACE ABOVE THIS LINE FOR PROCESSING DATA

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered as of this 28th day of December, 2023, 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, this Agreement is entered in accordance with the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Fla. Stat. (the "Act"); and

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; and fully executed the PSA on September 30, 2021, and

WHEREAS, the Parties entered into Addendum No. 1 to the PSA on September 14, 2022 which extended the time for the land use approvals in Section 9 of the Agreement from 270 days from the end of the Inspection Period to 360 days from the end of the Inspection Period (December 22, 2022); and

WHEREAS, on December 13, 2022 via Ordinance No. 676-22-A, the City Commission approved Addendum No. 2 to the PSA which was executed on December 19, 2022 and which extended the time for the land use approvals in Section 9 of the Agreement to December 13, 2023 and revised the timing of the approval of the flexibility unit allocation; 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 29 detached zero lot line homes, including amenities (the "Project"); and

WHEREAS, construction of the Project will require the Property to be rezoned from its current CF, Community Facilities District zoning designation to the RM-10 Low Medium Multifamily Residential District ("RM-10"); and

WHEREAS, the proposed RM-10 zoning is being designed consistent with the Property's land use designation including the goals, policies, and objectives within the City and Broward County Future Land Use Plans; and

WHEREAS, the proposed development is consistent with Section 16-71 of the City Land Development Code ("Code") and the City has agreed to consider a number of waivers for affordable housing as shown on the Conceptual Site Plan attached hereto as Exhibit B; and

WHEREAS, Developer and the City desire to establish certain terms and conditions relating to the Project in accordance with the Act; and

WHEREAS, in order to foster comprehensive and sound capital facilities planning and financing, to ensure the provision of adequate public facilities for development concurrent with the impacts of development, to encourage the efficient use of resources, to reduce the economic cost of development, and to afford certainty in the approval of development, the City and Developer desire to establish by agreement the terms under which the Property may be developed; and

WHEREAS, public hearings regarding this Agreement have been noticed and conducted pursuant to Section 163.3225, Florida Statutes; and

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. **Accuracy of Recitals / Defined Terms.**

- a. The recitals set forth above are true and correct and are incorporated into this Agreement by this reference.
- b. Unless otherwise defined in this Agreement, the following terms shall have the meanings below:

"Governmental Authority(ies)" shall mean any federal, state or local agency, department, commission, board, bureau, administrative or regulatory body having jurisdiction over the Property.

"Conceptual Site Plan" shall refer to the Conceptual Site Plan attached hereto as Exhibit B.

"Project" shall mean development of the Property as described in this Agreement.

2. **Mandatory Development Agreement Provisions Pursuant to the Act.**

a. **Legal Description and Developer.**

The owner of legal and equitable title to the Property is the City of Sunrise, a Florida municipal corporation. The legal description of the Property is set forth in Exhibit A.

b. **Duration of Agreement.**

This Agreement shall expire ten (10) years after the Effective Date (hereinafter defined), unless earlier terminated or extended pursuant to the Act, and except as otherwise provided herein.

c. **Uses, Densities, Intensities, and Height of Property.**

The following development shall be permitted on the Property:

A residential development consisting of 29 zero lot line detached 2-story, 3- and 4-bedroom single family homes with a maximum height of 28 feet and ancillary amenities. The development site's density will be 10 units per acre. Based on the U.S. Census Bureau, American Community Survey, persons per household, 2017-2021 data, the

residential is anticipated to have approximately 77 residents, based on 2.63 persons per household.

d. **Future Land Use Map Designation.**

The land use designation of the Property under the existing Future Land Use Element is Low (5) Residential. Thirteen (13) flexibility units are proposed to be allocated to Project in connection with the rezoning application. No change in land use designation is proposed.

e. **Zoning.**

The current zoning of the Property is Community Facilities (CF). The proposed zoning of the Property is Low Medium Multifamily Residential District (RM-10).

f. **Adequacy of Public Facilities.**

The public facilities that will serve the Property shall be those described in Section 8 of this Agreement.

g. **Reservation or Dedication of Land.**

Developer shall not be required by the City to reserve or dedicate land in connection with development of the Property, except as may be required by permits issued by Governmental Authorities. Notwithstanding the foregoing, Developer shall be required to grant utility easements to the City as may be necessary in order for the City to service and maintain the public facilities serving the Property.

h. **Development Permits Approved or Needed to Be Approved for the Project.**

- 1) The land development approvals required for the Project are:
 - a. Rezoning to RM-10;
 - b. Site Plan Approval (including affordable housing waivers necessary to implement the Site Plan);
 - c. Plat Approval;
 - d. Allocation of Flex Units;

- e. Utility Service Permit;
- f. Development Authorization Letter;
- g. Building Permits;
- h. Engineering Permits;
- i. South Florida Water Management District Permit;
- j. Broward County Surface Water Permit;
- k. Certificate of Occupancy;
- l. Any other official action of the City or other regulatory authority having the effect of permitting the development of land.

The governmental approvals for the Property described in this subsection (h) and the expiration of all applicable appeal periods with respect thereto are collectively referred to as the "Governmental Approvals."

i. **Responsibility for Land Development Approvals.**

Developer shall use reasonable efforts on behalf of Developer and the City to attempt to obtain all Governmental Approvals as required in connection with the Property.

j. **Compliance with Other Law.**

Pursuant to Florida Statutes section 163.3227(1)(i), the failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Developer or the City of the necessity of complying with the law governing such permitting requirement, condition, term, or restriction. Any matter or thing required to be done under existing ordinances of the City of Sunrise or Broward County shall not be otherwise amended, modified, or waived unless such amendment, modification or waiver is expressly provided for in this Agreement with specific reference to the City Code provision so amended, modified, or waived.

3. **Authorization to Develop Property.**

Developer may proceed to develop the Property in substantial conformance with the Conceptual Site Plan attached hereto as Exhibit B. Developer shall

obtain all Governmental Approvals as enumerated in paragraph 2(h) above. Developer shall receive any and all applicable building permits authorized, subject to the terms, conditions, reservations and requirements of this Agreement.

The terms of this Agreement shall govern the development of the Property for the duration of this Agreement.

4. **Project Features.**

The Project shall include the following features and provide preference to existing City of Sunrise residents for initial conveyance of properties from the Developer:

- a. 29 two story, 3 and 4 BR, 2.5 and 3.5 bath zero lot line single family detached homes with rear loaded 1-2 car garages and covered front porches - ranging from about 1471-1871 a/c square feet (size of units to meet City Code). At least 3 of the homes will be "live-work" homes for professional services/office uses as permitted by the City of Sunrise Code of Ordinances. Flexible, open floor plan with load bearing structure on the exterior walls and all bedrooms upstairs allows the location of an office/den on the first floor in a suitable location.
- b. A central community green with pool, cabana and tot lot of approximately 13,000 sf. Some dry detention may need to be provided in this area, subject to an engineering analysis.
- c. A landscaped public space with an art sculpture in the general vicinity of the location depicted on Exhibit B. The City shall assist the Developer with the selection of a public art sculpture constructed of low-maintenance materials. The selected public art shall be in the amount not less than \$15,000 installed but not to exceed \$20,000. The Developer shall be responsible for the installation of the art pad, lighting, and associated improvements related to the public art display. The maintenance of the art sculpture and associated improvements related to the public art display are the responsibility of the Developer.
- d. A Paver entry road terminating in the central community green.
- e. An extensive internal sidewalk system connecting to Sunset Strip.
- f. A compatible land use with surrounding single-family neighborhood with a rear set back greater than 35-feet from the existing lots to the new homes.

- g. Approximately 80 parking spaces.
- h. Perimeter buffer - A 6-foot tall black vinyl coated fence with a dense hedge (most likely podocarpus or cocoplum) around the north, west and south site perimeter. The hedge shall be maintained at 6-foot in height to obscure the fence. Canopy trees (such as oaks, mahoganies and gumbo limbos) will be planted around in the perimeter buffer.
- i. The Architectural style shall be Bermuda and/or Anglo-Caribbean.
- j. Site landscaping shall include ground covers, shrubs, flowering ornamental trees and canopy trees. Existing trees will be relocated on-site subject to arborist's assessment of condition.
- k. General layout of homes - First floors have open floor plans with living, dining, and kitchen areas and a powder room under the stairs. Second floors have a master bedroom with a master bathroom and a minimum 2 bedrooms and a minimum 1 bath. Homes will have minimum 9' ceilings on both floors.
- l. Design in alignment with the East Sunrise Improvements Master Plan vision.

5. **Site Plan Adjustments and Revisions.**

The Director of Community Development, or his/her designee, shall have jurisdiction to make minor adjustments to the Conceptual Site Plan without reconsideration by the City Commission in accordance with Code Sections 16-32. The approvals shall be in substantial compliance with the approved Site Plan.

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 25% of the total homes for households earning greater than 80% and less than or equal to 100% of the median income (deed restricted for 30 years), more specifically seven (7) homes.
- b. Set aside 25% of the total homes to households earning greater than 100% and less than or equal to 140% of the median income (deed restricted for 30 years), more specifically seven (7) homes.

- c. Set aside 40% of the total homes to households earning greater than 100% and less than or equal to 140% of the median income (deed restricted for 15 years), more specifically twelve (12) homes.
- 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 which of the above covenants applies to that home. For the three (3) homes that are not affordable housing units, the Developer shall record a release from the Declaration of Restrictive Covenants prior to the closing of such home. The three (3) homes shall not be restricted, but homes to be affordable for households earning between 100% and 140% of the median income.
- 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 (1)(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.

7. **Homeowners Association.**

Prior to the conveyance of any homes, Developer shall establish a Homeowners' Association ("HOA") which shall require the HOA to be maintained in perpetuity, unless the City agrees to terminate. The HOA documents shall at minimum provide for the maintenance of common areas

and limit any permitted live/work component to professional services as permitted by the City of Sunrise Code of Ordinances.

8. **Adequacy of Public Facilities; Continued Reservation of Capacity.**

The following items in regard to the adequacy of public facilities for the Property in this area are acknowledged:

- a. Drainage: All construction activities will be in accordance with applicable City of Sunrise, Broward County and South Florida Water Management District permitting standards and regulations.
- b. Potable Water: Primary water supply services exist to serve the Project and are public on the date of this Agreement and shall continue to be public. Primary water supply services to connect the Project will be installed by Developer shall be dedicated to the City.
- c. Sanitary Sewer: Primary wastewater supply services exist to serve the Project and are public on the date of this Agreement and shall continue to be public. Primary wastewater supply services to connect the Project will be installed by Developer shall be dedicated to the City.
- d. Solid Waste: Sufficient capacity exists in the Broward County Landfill to service the demands of the Property.
- e. Parks: Sufficient park facilities exist.
- f. Roads/Drives: Development of the Property is expected to generate approximately 28 PM Peak Hour trips. Impact of project is considered de minimus.
- g. Parking: Parking provided shall be configured as shown on the Conceptual Site Plan.
- h. Gas: City of Sunrise gas, if provided, may be used for appliances, swimming pools and whirlpools, at the option of Developer
- i. Irrigation: The irrigation system shall be designed by Developer to accommodate reclaimed water, using "purple" pipes and fixtures, and Developer shall install the system using purple pipes and fixtures. Connection to City of Sunrise reclaimed facilities shall occur if and when available.

The City hereby acknowledges that there are adequate public facilities to serve the Property.

9. **Building Elevations.**

Conceptual building elevations are attached hereto as Exhibit E. The final building elevations shall be similar in style, quality, massing and fenestration of the conceptual building elevations. In accordance with Section 16-32 of the City Code, the Director of Community Development, or his/her designee, shall have jurisdiction to make minor adjustments to the building elevations without reconsideration by the City Commission. Shingle roofs shall not be permitted.

10. **Off-Site Improvements.**

Developer shall provide the following off-site improvements along Sunset Strip:

- (i) parallel parking spaces, sidewalks, and landscaping along Sunset Strip (the City acknowledges that Developer shall not be responsible for future maintenance of the road)

Some proposed off-site improvements are located in the Sunset Strip right-of-way and are subject to review and approval by Broward County. Developer and City, as applicable, shall make all reasonable efforts to facilitate construction of the improvements detailed above.

11. **Vacation and Dedication of Easements.**

Developer acknowledges that any easements in conflict with the Site Plan must be vacated and agrees to dedicate easements necessary to accommodate City utility service to the Property. The City acknowledges that any easement abandonments shall be approved subject to relocation of utility facilities and dedication of new easements, if required, and that the Resolution(s)/Ordinance(s) approving any easement abandonments shall be recorded following relocation of utility facilities.

12. **Developer's Acknowledgement, Agreement, and Waiver of Certain Rights.**

Developer further declares that it has examined and is familiar with the provisions of Section 489.113(3), Florida Statutes, and knowingly and specifically waives any rights it may have thereunder, and further agrees to be bound by the City's Policies, Procedures, Standard Details and Specifications for Water Distribution and Sewage Collection Systems, except for the separation requirements, which shall comply with State of Florida separation requirements, including but not limited to the requirement that all underground water and wastewater system work required herein shall be performed by a contractor or subcontractor holding one of the following licenses pursuant to this section:

- a. State of Florida Certified Underground Utility & Excavation Contractor;
- b. BC Certificate of Competency — General Engineered Construction; or
- c. BC Certificate of Competency IA — Primary Pipe Lines.

Developer agrees to comply with the City of Sunrise permitting requirements, including all licensing requirements associated with the Community Development Department-Engineering Division.

13. **Amendment, Cancellation, Termination, Term.**

- a. Amendment/Cancellation. This Agreement may only be amended or cancelled (unless this Agreement sets forth the basis for cancellation of this Agreement) by written mutual consent of the Parties to this Agreement, or by their successors and assigns, and shall terminate upon its expiration as set forth in Section 2(b). Prior to amending this Agreement, the City shall hold two (2) public hearings consistent with the requirements of Section 163.3225 of the Act.
- b. Termination by Developer. Notwithstanding any other provision of this Agreement, Developer may, at any time through the effective period of this Agreement, and upon satisfaction of all of Developer's obligations herein, declare that the development of the Property is completed and that the terms and conditions of this Agreement shall terminate (except as expressly provided herein). Any such declaration shall be in writing and provided to City.

14. **Recording of Agreement.**

Within fourteen (14) days after the City enters into this Agreement, the Clerk of the City shall record the Agreement in the Public Records of Broward County.

15. **Effective Date.**

This Agreement shall be effective ("Effective Date") on the date the fully executed Agreement has been recorded in the Public Records of Broward County.

16. **Annual Review.**

In accordance with Section 163.3235 of the Act, the City shall review the development for the Property that is subject to this Agreement every twelve (12) months, commencing twelve (12) months after the Effective Date. The purpose of this review shall be to determine whether the Parties are in good faith compliance with the terms of this Agreement.

17. **Notices.**

The Parties designate the following persons as representatives to be contacted and to receive all notices regarding this Agreement:

Developer	New Urban Sunset Strip, LLC PO Box 8319 Delray Beach, FL 33482
With Counterpart to:	John C. Primeau, Esq. Primeau Law, P.A. 12555 Orange Drive, Suite 100B Davie, FL 33432
For the City of Sunrise:	City of Sunrise Community Development Department Attn: Director 10770 West Oakland Park Boulevard Sunrise, FL 33351
With Counterpart to:	Sunrise City Attorney City of Sunrise City Attorney's Office

10770 West Oakland Park Boulevard
Sunrise, FL 33351

18. **Enforcement.**

Any Party or aggrieved or adversely affected person as defined in Section 163.3215(2) of the Act may file an action for injunctive relief in the Broward County circuit court to enforce the terms of this Agreement or to challenge compliance of this Agreement with the Act. The laws of the State of Florida, without regard to its conflict of laws principles, shall govern the interpretation and enforcement of this Agreement.

19. **Successors and Assigns.**

This Agreement shall be binding upon the Parties, their successors and assigns. In the event of an assignment of part or all of its obligations under this Agreement, the assigning Party shall notify the other Party in writing within thirty (30) days of such assignment. Upon an assignment of this Agreement and the assumption of the assignor's rights, obligations, and liabilities by said assignee, the assignor/grantor shall be deemed released from all rights, obligations and liabilities hereunder (arising thereafter other than the City shall not be released of its governmental and legislative obligations as set forth in this Agreement), and the assignee/grantee shall be deemed to have assumed all rights, obligations and liabilities hereunder.

20. **Severability.**

In the event that any portion or section of this Agreement 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 Agreement, which shall remain in full force and effect.

21. **Entire Agreement.**

This Agreement constitutes 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.

22. **Waiver.**

The failure of any Party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach or of any future violation, breach or wrongful conduct.

23. **Attorneys' Fees.**

In the event of any controversy arising under or related to the interpretation or implementation of this Agreement 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.

24. **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 Agreement shall not be amended to refer to any such revisions.

[INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGES TO FOLLOW]

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

Signed, sealed and delivered
In the presence of:

Developer:

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

Witnesses:

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

CRD
(signature)

By: Timothy L. Hernandez
Its VP {Seal}

CHRISTOPHER DAGES

Printed Name:

Printed Address: 2600 E. Commercial Blvd.
Ft. Lauderdale, FL 33308

Printed Name and Title Timothy L. Hernandez, VP
Printed Address: PO Box 5314 Delray Beach, FL 33482

Jose Riego
(signature)

Date: 12/18/2023

Printed Name:

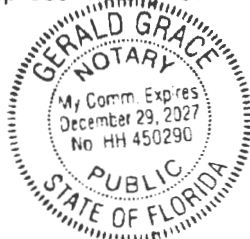
Printed Address: 2600 E. Commercial Blvd.
Ft. Lauderdale, FL 33308

ACKNOWLEDGEMENT:

STATE OF FLORIDA)
COUNTY OF Broward) SS

The foregoing instrument was acknowledged before me by means of [xx] physical presence or [X] online notarization, this 18 day of December, 2023, by Timothy Hernandez, as VP, 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 [X] has produced FLDL as identification.

{Impress notary seal
below}



Notary Public - State of Florida

Name typed, printed, or stamped

My commission expires: _____

CITY:

CITY OF SUNRISE,
a Florida municipal corporation

Witnesses:

Th P. Moss
(signature)

Thomas P. Moss

Printed Name:

Printed Address:

10770 W. Oakland Park Blvd.
Sunrise, FL 33351

(signature)

10770 W. Oakland Park Blvd.
Sunrise, FL 33351

Printed Name Felicia Bravo

Printed Address:

By: [Signature]
(signature)

Printed Name: Michael J. Ryan

Printed Address: 10770 W. Oakland Park Blvd.
Sunrise, FL 33351

Title: Mayor

Date: 1/9/2024



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 9th day of January, 2024, by Michael J. Ryan, as Mayor of the CITY OF SUNRISE, a Florida municipal corporation, on behalf of the corporation. He/she [X] is personally known to me or [] has produced _____ as identification.

{Impress notary seal
below}

[Signature]
Notary Public State of Florida

Name typed, printed, or stamped

My commission expires: _____



MERYL GIRARD
Commission # HH 106143
Expires July 19, 2025
Bonded Thru Budget Notary Services

List of Exhibits

Exhibit A	Survey and Legal Description of the Property
Exhibit B	Conceptual Site Plan
Exhibit C	Affordable Housing Declaration of Restrictive Covenants
Exhibit D	Anticipated Affordable Housing Waivers
Exhibit E	Conceptual Building Elevations

Exhibit A
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 A
Survey of the Property

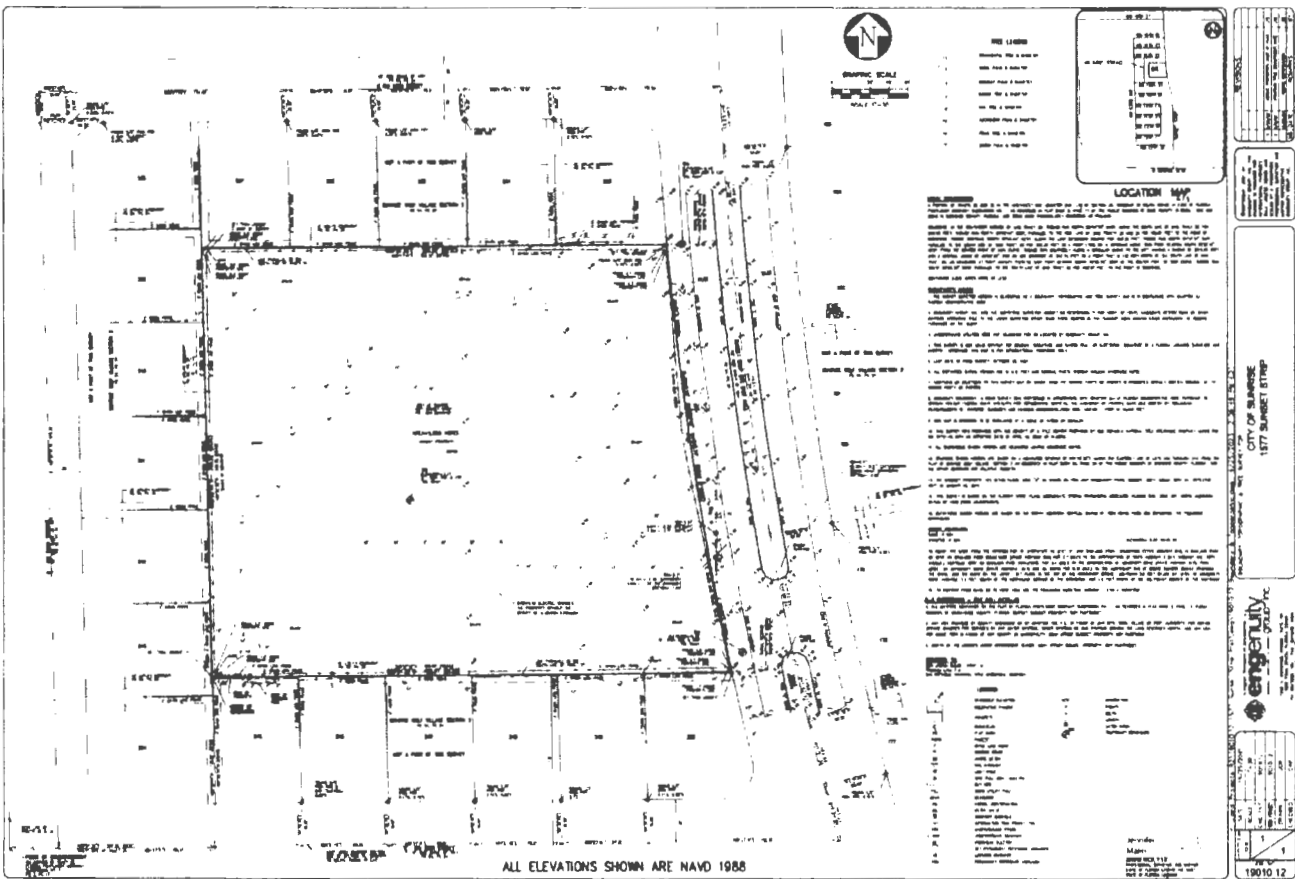


Exhibit B Conceptual Site Plan



Exhibit C
Affordable Housing Declaration of Restrictive Covenants

Follows this page.

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

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (Declaration) is made this _____ day of _____, 2023, 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 twenty-six (26) of 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:

- 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.

WHEREAS, at the time of each Unit's closing, Declarant will either file a Notice of Designation of Affordable Housing Unit or release the Unit from this Declaration if it is one of the 3 Units that are not restricted by this Declaration; 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 – The exact lots on which the Units are 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 Tier 1 Income Household – A Household with a gross, combined income greater than eighty percent (80%) and less than or equal to one hundred percent (100%) of the Broward County Area Median Income adjusted to family size.

2.5 Tier 2 Income Household - A Household with a gross, combined income greater than one hundred percent (100%) and less than or equal to one hundred forty percent (140%) of the Broward County Area Median Income adjusted to family size.

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 twenty-six (26) of the twenty-nine (29) Units shown on the final site plan approved by the City will be restricted to the following: Seven (7) of the Units on the Property shall be restricted to Tier 1 Income Households for a term of thirty (30) years, seven (7) of the Units on the Property shall be restricted to Tier 2 Income Households for a term of thirty (30) years, and Twelve (12) of the Units on the Property shall be restricted to Tier 2 Income Households for a term of fifteen (15) years. Affordable Housing Units and their specific income limit restriction and restriction term shall be determined by the Declarant.

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 Tier 1 Income Household or Tier 2 Income 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 Tier 1 or Tier 2 (circle one) Income 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 any 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 the following Terms: (a) for a period of thirty (30) years from the Effective Date for the seven (7) Tier 1 Income Households and the seven (7) Tier 2 Income Households and (b) for a period of fifteen (15) years from the Effective Date for the twelve (12) Tier 2 Income 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.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

DECLARANT:

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

Witnesses:

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

(signature)

By: _____

Its _____

{Seal}

Printed Name:

Printed Address:

Printed Name and Title

Printed Address:

(signature)

Date: _____

Printed Name

Printed Address:

ACKNOWLEDGEMENT:

STATE OF FLORIDA)

) SS

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____, as _____, 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
SKETCH AND LEGAL
DESCRIPTION OF PROPERTY (Sketch on following page)

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

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

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

Notice of Designation of Affordable Housing Unit

By recordation of this Notice of Designation of Affordable Housing Unit, _____, 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:

Choose one:

- ☐ **(a) Tier 1 Income Household** – A Household with a gross, combined income greater than eighty percent (80%) and less than or equal to one hundred percent (100%) of the Broward County Area Median Income adjusted to family size

OR

- ☐ **(a) Tier 2 Income Household** - A Household with a gross, combined income greater than one hundred percent (100%) and less than or equal to one hundred forty percent (140%) 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 Tier 1 or Tier 2 (circle one) Income 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 ☐ thirty (30) years OR ☐ fifteen (15) years from the recordation of the underlying Declaration.

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

Witnesses:

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

(signature)

By: _____

Its _____

{Seal}

Printed Name:

Printed Address:

Printed Name and Title

Printed Address:

(signature)

Date: _____

Printed Name:

Printed Address:

ACKNOWLEDGEMENT:

STATE OF FLORIDA)

) SS

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [xx] physical presence or [] online notarization, this _____ day of _____, 2023, by _____, as _____, 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

Exhibit D
List of Anticipated Affordable Housing Waivers

Section	Provision	Required	Provided	Justification
16-71 (g)	Height	25' max	28'	This is needed to comply with the code requirement for a roof pitch of (5:12) and provide 9' high ceilings and to lift the home above grade to accommodate the porch. The height is consistent with the Site Plan definition of height in LDR section 16-277.
16-71 (j)(2)	Front Yard	25' min	2.0'	Rear loaded garages + increased common green space. Porches not greater than 7' in depth allowed to encroach into yard area. Note: The 2.0' is measured from the porch to the property line.
16-71 (j)(3)	Side Yard	10' each side	0' on one side and 10' on the other side	The requirement is inconsistent with ZLL homes which will have a 0' setback on one side and 10' on the other side.
16-71 (j)(7)	Distance between building and circulation aisle	20' min	4'	Homes are all alley loaded, therefore driveways to a front loaded garage are not provided. On street parking is provided for guest parking needs. This along with HOA restrictions forces the use of garage to park vehicles rather than as storage.
16-71 (k)(2)	Perimeter Wall	8' Masonry Wall	A 42" high fence is provided along Sunset Strip.	The provided fence + landscape is equally effective. A wall results in a greater long term maintenance burden. Project is designed in accordance with best practice new urbanist design principles and the east Sunrise Plan with garages in the rear and front porches. A wide berm is inconsistent with best practice infill design principles. Sunset Strip has a wide (100') ROW with a median and only one lane of traffic in each direction. Homes with landscaped front yards face Sunset Strip. A 42" high fence is provided along Sunset Strip which serves to define the private and public realms.
16-71 (k)(7)	Minimum Pool size greater of 750 sf or 6.4 sf per DU	750 sf	450 sf	A Pool of 15' x 30' with a 10' deck all the way around is sufficient for a community of this small size. The provided pool leaves more land for landscaping.
16-169 (a)(1)d.	Bermed Landscape Strip	25' wide landscaped berm and 8' masonry wall	2' wide landscaped area and 42" high fence	Project is designed in accordance with best practice new urbanist design principles and the East Sunrise Plan with garages in the rear and front

Section	Provision	Required	Provided	Justification
				porches. A wide berm is inconsistent with best practice infill design principles. Sunset Strip has a wide (100') ROW with a median and only one lane of traffic in each direction. Homes with landscaped front yards face Sunset Strip. A 42" high fence is provided along Sunset Strip which serves to define the private and public realms.
16-169 (b)(1)	Perimeter Landscaping	20' wide landscape buffer with 6' masonry wall	A minimum of a 3' wide landscaped area and a 6' vinyl coated chain link fence.	Project is designed in accordance new urbanist design principles and the East Sunrise Plan with garages in the rear and front porches. All but 2 homes are over 35' away from the property line and separated by an alley and 5' of landscaping. The other 2 homes, located at the NE and SE corners of the site, have a side yard relationship and are over 10' from the common property lines.
16-71 (j)(1)	Trafficway setback	50'	2.5'	Rear loaded garages + increased common green space. Note: The 2.5' is measured from the porch to the property line.
16-142 (b)(1)(a)	Parallel Parking Space dimensions if counted toward required parking	10' x 20'	8.5' x 22'	Provides for easier maneuvering in and out of spaces and more green space around site perimeter and central green. A GMC Yukon measures 6.75' wide x 17.5' deep.
16-169 (d)(1)	Pedestrian Zone Width	Greater of 10' or 50% of height	2.5'	The 2.5' along Sunset Strip is measured from the front porch. It is actually 5.5', as a 3' ROW dedication was required by the County. That extra space will be landscaped; it is all green. It should be noted that there is another 19' between the property line and the curb.
16-142 (b)(2)	Drive Aisle Width	24'	20'	Allows adequate circulation, slows traffic and allows more green areas.
16-71(j)(6)	Building Separation	10'	9'	Allows more flexibility in siting of individual homes to make side yards more useable where they contain patios.

Exhibit E
Conceptual Building Elevation



SINGLE FAMILY A



SINGLE FAMILY B



SINGLE FAMILY C

Note: Shingle Roofs not allowed by code.