

Return recorded copy to:

Greenspoon Marder LLP
200 E. Broward Blvd. Suite 1800
Fort Lauderdale, Florida 33301

Document prepared by:

Greenspoon Marder LLP
200 E. Broward Blvd. Suite 1800
Fort Lauderdale, Florida 33301

UNIFIED CONTROL AGREEMENT

THIS UNIFIED CONTROL AGREEMENT ("Agreement") dated this _____ day of _____, 2019, by BLACKWOOD PARTNERS, LLC, A Florida limited liability company, and BLACKSHORE PARTNERS, LLC, a Florida limited liability company, (collectively, "Owner").

W I T N E S S E T H:

WHEREAS, the Owner is the owner of certain property on the northwest corner of NW 44th Street and NW 21st Avenue, more particularly described in **Exhibit "A"** attached hereto ("Property") located in the City of Oakland Park ("City") in Broward County, Florida; and

WHEREAS, in connection with the rezoning application for the Property the City has requested an acknowledgment by the Owner to evidence that Owner, its successors and assigns in title to the Property, are required to abide by all applicable terms and conditions of the master development plan for the Property as approved by the City, as same may be amended, attached to hereto as **Exhibit B** ("Master Development Plan"); and

WHEREAS, Owner, its successor and assigns, desires to accede to the City's request.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. The foregoing recitations are true and correct and are incorporated herein by this reference.

2. Owner acknowledges that Owner, its successor or assigns, are required to abide by all applicable provisions of the City's approved Master Development Plan for the Property and that any successors in title are bound to the approved Master Development Plan for the Property. All plans, specifications, agreements, and requirements as herein set out, together with an enforceable agreement on the part of the Owner that the Property so planned shall not be developed in any other way except in substantial accord with the said plans, specifications, agreements and requirements approved as part of the Master Development Plan for the Property.

3. The Owner acknowledges that the Owner or its designees will maintain all common Master Development Plan elements, such as access drives, easements, landscaping, irrigation, lighting, shared drainage facilities, utilities, and any other elements necessary to ensure the proper upkeep and maintenance of said Property.

4. Owner acknowledges that no more than four hundred and five (405) dwelling units can be constructed on the Property without further action by the City Commission.

5. All common open space areas ("Open Space") lying within the Property shall be maintained in accordance with Section Sec. 8-7. Of the City Code of Ordinances (the "Maintenance Provision"). Open Space that is not maintained in accordance with the Maintenance Provision may be subject to Code Enforcement action by the City.

6. Owner shall comply with all conditions of approval of the rezoning as follows:

A. Traffic:

- (i) The Owner shall design and construct and repave, including milling and resurfacing, the segment of N.W. 44th Street adjacent to this property as reflected in the NW 44th Street – Draft Concept approved with the rezoning application. Said improvements shall be constructed in phases corresponding with the page entitled “Final Site Plan Phasing Plan” of the Master Development Plan. The applicant shall execute and record a Declaration of Restrictive Covenants to the satisfaction of the City as a condition of the associated land use plan amendment.
 - Prior to issuance of the final certificate of occupancy for a residential unit in Phase 1, improvements consisting of a road curvature with a median, and stamped asphalt with curbing and trees at the two locations depicted in the area between the proposed 44th Street development entrance and N.W. 21 Avenue shall be completed.
 - Prior to issuance of the final CO for a residential unit in Phase 2, improvements shall include the roundabout at the entrance on NW 44th St, and the roadway segment shall be repaved by that time.

These improvements are subject to issuance of permits by the City and Broward County, as applicable. The Owner and City staff are working with the County for approval of the final design. All improvements shall be constructed in the existing right-of-way and right-of-way required by County plat approval.

- (ii) Traffic mitigation improvements as accepted by Broward County shall be installed according to the requirements of Broward County Land Use Plan Amendment PC 19-2 as governed by the executed and recorded Declaration of Restrictive Covenants associated with said amendment.

B. Landscaping:

- (i) All proposed berms must meet a minimum maintainable slope of 3:1 throughout. The berm slope or height shall be adjusted prior to the issuance of the site development permit.

- (ii) Lakes-water quality shall be addressed prior to issuance of site development permit, including:
 - a) Identify and implement improvements that mitigate standing water issues and potential mosquito problems, and
 - b) Add aeration devices consisting of fountains to improve oxygenation.
- (iii) Tree disposition plans are required through the City of Oakland Park and shall be included in the building permit submittal.
- (iv) Missing plant tags on the landscape plans shall be inserted as necessary in the building permit submittal.
- (v) Statement indicating material availability is required in the building permit submittal.

C. Fire:

- (i) The HOA documents shall clearly state there is “No on-roadway parking permitted” and the “HOA shall be responsible for towing of vehicles parked on paved roadways or in fire lanes, with zero tolerance”. It shall further state that “failure to enforce no parking on paved roadways”, other than for deliveries, “will result in civil proceedings and fines.” (Section 9.7 of HOA documents does not do so.)

D. Architecture:

- (i) Modifications to the approved architectural facades in the Master Development Plan shall be reviewed and approved by the DRC and approved modifications shall retain an adequate amount of window area, front porch area, and/or architectural trim consistent with the Master Development Plan.

E. Prior to the issuance of the first residential (non-model) certificate of occupancy within each phase, the Owner shall grant utility and access easements within each phase, consistent with the approved Master Development Plan to the City of Oakland Park.

F. The Owner shall design and construct a perimeter wall, as approved by the Eastland Cove Homeowners Association, along N.W. 21st Avenue and Prospect Road, as was required during first reading. The wall shall be constructed prior to the issuance of the first Certificate of Occupancy. In the alternative, upon concurrence and written approval of the

Homeowner's Association, the Owner may provide a monetary contribution based upon a contractor's cost estimate. The Owner shall execute and record a Declaration of Restrictive Covenants to the satisfaction of the City as a condition of the associated Land Use Plan Amendment.

- G. Prior to the issuance of first residential (non-model) certificate of occupancy, the Owner shall record a document acceptable to the City and County that grants a public access easement for the land area along Prospect Road, N.W. 21st Avenue and NW 44th Street that is designated as a public linear greenway park. This document shall indicate the terms of the perpetual maintenance obligations of public linear greenway park, by the residential homeowner's association.
- H. Prior to the issuance of the first residential (non-model) building permit, a draft copy of the homeowner's association documents shall be submitted to the City. The homeowner's association documents shall indicate language restricting overnight guest parking within designated guest parking areas.
- I. Prior to the issuance of the first certificate of occupancy, Owner shall pay \$40,000 to the City of Oakland Park, for the Repetitive Lost Area Analysis (R.L.A.A.) activities necessary for City of Oakland Park CRS mitigation strategy. The Owner shall execute and record a Declaration of Restrictive Covenants to the satisfaction of the City as a condition of the associated Land Use Plan Amendment.

7. The Owner may assign any of Owner's maintenance obligations contained herein to a homeowners association created for the Property. At such time that this transfer occurs Owner shall be released from such maintenance obligations.

8. Any lot improved with a residential dwelling units being conveyed by Owner, its successors or assigns, shall automatically be released from this Agreement.

9. This Agreement shall not be modified, amended, or released as to any portion of the Property except by written instrument, executed by the Owner or the then owner(s) of the portion of the Property affected by such modification, amendment, or release and approved in writing by the City. The City shall execute a written instrument effectuating and acknowledging

such modification, amendment or release. Any amendment, modification or release of this Agreement shall be recorded in the Public Records of Broward County, Florida.

10. If any court of competent jurisdiction shall declare any section, paragraph or part of this Agreement 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.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and venue for any litigation arising hereunder shall be Broward County, Florida.

12. This Agreement constitutes a covenant running with the land and shall be recorded in the public records of Broward County, Florida, and shall remain in full force and effect and be binding upon Owner, its successors and assigns, until such time as this Agreement is modified, released, cancelled, terminated or extinguished by written instrument entered into by Owner, its successors or assigns, and approved in writing by City.

IN WITNESS WHEREOF, the parties hereto have executed this Acknowledgment as of the day and year set forth below their respective signatures.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signed, sealed and delivered

BLACKWOOD PARTNERS, LLC, a Florida
limited liability company

By: Blackfin Properties & Investments,
LLLP, a Florida limited liability
limited partnership, manager

Printed Name: _____

By: Blackpool Associates, Inc., a
Florida corporation, its
general partner

Print Name: _____

By: _____
William M. Murphy, President

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by William M. Murphy, as President of Blackpool Associates, Inc., a Florida corporation, general partner of Blackfin Properties & Investments, LLLP, a Florida limited liability limited partnership, manager of Blackwood Partners, LLC, a Florida limited liability company. He is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day
of _____, 2018.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

Signed, sealed and delivered

BLACKSHORE PARTNERS, LLC, a Florida
limited liability company

By: Blackfin Properties & Investments,
LLLP, a Florida limited liability
limited partnership, manager

Printed Name: _____

By: Blackpool Associates, Inc., a
Florida corporation, its
general partner

Print Name: _____

By: _____
William M. Murphy, President

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by William M. Murphy, as President of Blackpool Associates, Inc., a Florida corporation, general partner of Blackfin Properties & Investments, LLLP, a Florida limited liability limited partnership, manager of Blackshore Partners, LLC, a Florida limited liability company. He is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day
of _____, 2018.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

EXHIBIT A

EXHIBIT B

EXHIBIT C