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**ORDINANCE NO. O-2019-XXX**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AN APPLICATION BY BLACKWOOD PARTNERS, LLC & BLACKSHORE PARTNERS, LLC FOR REZONING FROM OS, OPEN SPACE DISTRICT AND RM-16, MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT TO PUD, PLANNED UNIT DEVELOPMENT DISTRICT WITH ACCOMPANYING MASTER DEVELOPMENT PLAN, WHICH PROVIDES FOR A RESIDENTIAL DEVELOPMENT NOT TO EXCEED 405 HOMES FOR THE PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF NW 21ST AVENUE AND NW 44TH STREET, AS MORE PARTICULARLY AND LEGALLY DESCRIBED IN EXHIBIT A OF THIS ORDINANCE AND CONTAINING 140.7 GROSS ACRES, MORE OR LESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Application #CD18-21PUD was filed for real property located in Oakland Park, Florida by Blackwood Partners, LLC and Blackshore Partners, LLC to rezone the property located at the northwest corner of the intersection of N.W. 21st Avenue and N.W. 44th Street, as more particularly and legally described in Exhibit A, from OS, Open Space District and RM-16, Multifamily Residential District to PUD, Planned Unit Development; and

**WHEREAS**, the City of Oakland Park Future Land Use Map designates this real property for Irregular Residential at 2.88 dwelling units per acre; and

**WHEREAS**, rezoning from OS, Open Space District and RM-16, Multifamily Residential District To PUD, Planned Unit Development is consistent with the permitted uses and density requirements as identified in the City of Oakland Park Comprehensive Plan; and

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1           **WHEREAS**, the proposed rezoning to PUD, Planned Unit Development with  
2 the accompanying Master Development Plan is compatible with the surrounding uses;  
3 and

4           **WHEREAS**, said application with its accompanying Master Development Plan  
5 was heard and considered before the Oakland Park Planning and Zoning Advisory Board  
6 and the City Commission of the City of Oakland Park, Florida, and at the said public  
7 hearings all objections, if any, were heard;

8  
9           **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION**  
10 **OF THE CITY OF OAKLAND PARK, FLORIDA THAT:**

11           **SECTION 1.** That the forgoing “WHEREAS” clauses are hereby ratified and  
12 confirmed as being true and correct and are hereby made a part of this Ordinance upon  
13 adoption thereof.

14           **SECTION 2.** The City Commission, of the City of Oakland Park, Florida, after  
15 hearing any and all comments and objections made during the course of duly advertised  
16 and scheduled public hearings hereby finds that this rezoning request is consistent with  
17 the following goals, objectives, and policies of the City of Oakland Park Comprehensive  
18 Plan:

19 Objective 1.7: Use the Land Development Code to implement land use policies that  
20 correspond to the categories on the Future Land Use Map.

21 Policy 1.7.1: Land use densities and intensities shall be consistent with the Future Land  
22 Use Map, Section 3 of the Land Use Implementation.

23 Policy 1.11.1 The City shall continue to regulate the land use categories as depicted on  
24 the future land use map according to the Land Use implementation section of this  
25 Comprehensive Plan, consistent with the Broward County Land Use Plan.

26           **SECTION 3.** The City Commission of the City of Oakland Park, Florida, hereby  
27 approves the rezoning request filed by Blackwood Partners, LLC and Blackshore  
28 Partners, LLC to rezone the property described in the Legal Description herein from OS,

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1 Open Space District and RM-16, Multifamily Residential District to PUD, Planned Unit  
2 Development, for real property located at the northwest corner of the intersection of  
3 N.W. 21st Avenue and N.W. 44th Street, as more particularly and legally described in  
4 Exhibit A.

5

6 **SECTION 4.** The accompanying Oak Tree Master Development Plan as  
7 prepared by Design and Entitlement Consultants and delivered to the City on June 28,  
8 2019 and dated June 20, 2019, but with the most recent revision date of June 28, 2019,  
9 is hereby approved as attached hereto and made a part hereof.

10 **SECTION 5.** The Unified Control Agreement included herein as Exhibit B, as  
11 required for Planned Unit Developments, is hereby approved.

12 **SECTION 6.** All Recommended Conditions of Approval in the Agenda Item  
13 Report are adopted as part of this Ordinance.

14 **SECTION 7.** If any clause, section or other part of this Ordinance shall be held  
15 by any Court of competent jurisdiction to be unconstitutional or invalid, such  
16 unconstitutional or invalid part shall be considered as eliminated and in no way affecting  
17 the validity of the other provisions of this Ordinance.

18 **SECTION 8.** All Ordinances or parts of Ordinances in conflict herewith are  
19 hereby repealed to the extent of such conflicts.

20

21 **SECTION 9.** This Ordinance shall be effective upon its passage and adoption  
22 by the City Commission of the City of Oakland Park.

23

24

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1 PASSED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK,  
2 FLORIDA, ON FIRST READING, THIS , DAY OF , 2019.  
3  
4

5 M. SPARKS \_\_\_\_\_  
6 M. CARN \_\_\_\_\_  
7 J. BOLIN \_\_\_\_\_  
8 T. LONERGAN \_\_\_\_\_  
9 S. GUEVREKIAN \_\_\_\_\_  
10

11  
12 PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF  
13 OAKLAND PARK, FLORIDA, ON SECOND READING, THIS , DAY OF  
14 , 2019.  
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24 CITY OF OAKLAND PARK, FLORIDA  
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28  
29 \_\_\_\_\_  
30 MAYOR SARA GUEVREKIAN

31 M. SPARKS \_\_\_\_\_  
32 M. CARN \_\_\_\_\_  
33 J. BOLIN \_\_\_\_\_  
34 T. LONERGAN \_\_\_\_\_  
35 S. GUEVREKIAN \_\_\_\_\_  
36

37 ATTEST:  
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41

42 \_\_\_\_\_  
RENEE M. SHROUT, CMC, CITY CLERK

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LEGAL NOTE:  
I hereby certify that I have approved the form of this Ordinance (O-2018-XXX):

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DONALD J. DOODY, CITY ATTORNEY

1   **Exhibit A**

2   **Legal Description**

3  
4   DESCRIPTION

5   PARCEL "A", OAK TREE PLAT, AS RECORDED IN PLAT BOOK 177, PAGES 5  
6   THROUGH 7, TOGETHER WITH LOT 17, "FORT LAUDERDALE INDUSTRIAL  
7   AIRPARK - SECTION 1", AS RECORDED IN PLAT BOOK 63, PAGE 10, BOTH  
8   OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER  
9   WITH A PORTION OF   SECTION 17, TOWNSHIP 49 SOUTH, RANGE 42 EAST,  
10   THE CITY OF OAKLAND PARK, BROWARD COUNTY, FLORIDA, MORE  
11   PARTICULARLY DESCRIBED AS FOLLOWS:

12  
13   BEGINNING AT THE NORTHEAST CORNER OF GOLF-TAM VILLAGE, AS  
14   RECORDED IN PLAT BOOK 119, PAGE 18 OF THE PUBLIC RECORDS OF  
15   BROWARD COUNTY, FLORIDA; THENCE N.88°12'55"E. ALONG THE SOUTH  
16   LINE OF TAMARAC LAKES SOUTH, AS RECORDED IN PLAT BOOK 62, PAGE  
17   24 OF SAID PUBLIC RECORDS, A DISTANCE OF 826.79 FEET A POINT OF  
18   NON TANGENCY WITH A CURVE TO THE LEFT, OF WHICH THE RADIUS  
19   POINT LIES N.77°44'26"E., A RADIAL DISTANCE OF 1,246.28 FEET; THENCE  
20   SOUTHERLY ALONG THE ARC OF THE WESTERLY RIGHT-OF-WAY LINE  
21   OF PROSPECT ROAD, SAID RIGHT-OF-WAY LINE LYING 100.00 FEET  
22   WESTERLY OF AND CONCENTRIC TO THE CENTERLINE THEREOF, AS  
23   SHOWN ON SAID "FORT LAUDERDALE INDUSTRIAL AIRPARK - SECTION  
24   1", THROUGH A CENTRAL ANGLE OF 01°24'21", A DISTANCE OF 30.58 FEET;  
25   THENCE S.88°12'55"W. ALONG A LINE 30.00 FEET SOUTH OF (AS  
26   MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE SOUTH  
27   LINE OF SAID TAMARAC LAKES SOUTH, A DISTANCE OF 30.00 FEET TO  
28   THE NORTHEAST CORNER OF SAID PARCEL "A", OAK TREE PLAT; THENCE  
29   S.53°04'11"E. ALONG THE WEST RIGHT-OF-WAY LINE OF PROSPECT ROAD,  
30   AS SHOWN ON SAID OAK TREE PLAT, A DISTANCE OF 46.82 FEET TO A  
31   POINT OF NON TANGENCY WITH A CURVE TO THE LEFT, OF WHICH THE  
32   RADIUS POINT LIES N.74°57'20"E., A RADIAL DISTANCE OF 1,246.28 FEET;  
33   THENCE SOUTHERLY ALONG THE ARC OF SAID RIGHT-OF-WAY LINE,  
34   THROUGH A CENTRAL ANGLE OF 09°43'05", A DISTANCE OF 211.38 FEET  
35   TO A POINT OF INTERSECTION WITH THE WEST LINE OF LOT 17 OF SAID  
36   FORT LAUDERDALE INDUSTRIAL AIRPARK - SECTION 1; THENCE  
37   N.01°39'39"W. ALONG SAID WEST LINE, A DISTANCE OF 146.96 FEET A  
38   POINT OF NON TANGENCY WITH A CURVE TO THE LEFT, OF WHICH THE  
39   RADIUS POINT LIES N.71°43'32"E., A RADIAL DISTANCE OF 1,196.28 FEET;  
40   THENCE SOUTHEASTERLY ALONG THE ARC OF THE WEST RIGHT-OF-  
41   WAY LINE OF PROSPECT ROAD, AS SHOWN ON SAID "FORT LAUDERDALE

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1 INDUSTRIAL AIRPARK - SECTION 1", THROUGH A CENTRAL ANGLE OF  
2 32°17'07", A DISTANCE OF 674.09 FEET; THENCE S.88°21'41"W. ALONG THE  
3 SOUTH LINE OF SAID LOT 17, A DISTANCE OF 96.42 FEET TO THE POINT OF  
4 NON TANGENCY WITH A CURVE TO THE LEFT, OF WHICH THE RADIUS  
5 POINT LIES N.43°06'02"E., A RADIAL DISTANCE OF 1,246.28 FEET; THENCE  
6 SOUTHEASTERLY ALONG THE ARC OF THE SOUTHERLY RIGHT-OF-WAY  
7 LINE OF PROSPECT ROAD, AS RECORDED IN DEED BOOK 419, PAGE 362 OF  
8 SAID PUBLIC RECORDS, THROUGH A CENTRAL ANGLE OF 31°27'57", A  
9 DISTANCE OF 684.44 FEET; THENCE S.78°21'55"E. ALONG SAID RIGHT-OF-  
10 WAY LINE, A DISTANCE OF 456.13 FEET; THENCE S.01°50'50"E. ALONG THE  
11 WEST RIGHT-OF-WAY LINE OF NORTHWEST 21ST AVENUE (DECKER  
12 ROAD), AS RECORDED IN OFFICIAL RECORD BOOK 1769, PAGE 445 OF  
13 SAID PUBLIC RECORDS, A DISTANCE OF 917.85 FEET TO A POINT OF  
14 INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 17; THENCE  
15 S.88°38'22"W. ALONG SAID SOUTH LINE, A DISTANCE OF 3,976.27 FEET;  
16 THENCE N.01°37'24"W. ALONG THE EAST LINE OF "M.&S. PROPERTIES  
17 PLAT", AS RECORDED IN PLAT BOOK 98, PAGE 29 OF SAID PUBLIC  
18 RECORDS, A DISTANCE OF 921.96 FEET TO THE SOUTHWEST CORNER OF  
19 SAID GOLF-TAM VILLAGE, AND A POINT OF NON TANGENCY WITH A  
20 CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N.88°22'36"E., A  
21 RADIAL DISTANCE OF 40.00 FEET; THENCE ALONG THE BOUNDARY OF  
22 SAID GOLF-TAM VILLAGE THE FOLLOWING FOUR (4) COURSES AND  
23 DISTANCES; THENCE SOUTHEASTERLY, NORTHEASTERLY AND  
24 NORTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF  
25 242°57'52", A DISTANCE OF 169.62 FEET TO A POINT OF REVERSE  
26 CURVATURE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET AND A  
27 CENTRAL ANGLE OF 62°57'52"; THENCE NORTHWESTERLY ALONG THE  
28 ARC, A DISTANCE OF 16.48 FEET; THENCE N.01°37'24"W., A DISTANCE OF  
29 360.00 FEET; THENCE N.88°21'41"E., A DISTANCE OF 100.00 FEET TO A  
30 POINT OF INTERSECTION WITH A LINE LYING 10.00 FEET EAST OF (AS  
31 MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE EAST LINE  
32 OF LOTS 48 THROUGH 54 OF SAID GOLF-TAM VILLAGE; THENCE  
33 N.01°37'24"W. ALONG SAID PARALLEL LINE, A DISTANCE OF 526.02 FEET  
34 TO A POINT OF INTERSECTION WITH THE BOUNDARY LINE OF SAID  
35 GOLF-TAM VILLAGE; THENCE ALONG SAID BOUNDARY LINE THE  
36 FOLLOWING TWENTY-NINE (29) COURSES AND DISTANCES; N.88°13'32"E.,  
37 A DISTANCE OF 70.00 FEET; THENCE N.01°46'28"W., A DISTANCE OF 10.00  
38 FEET; THENCE N.88°13'32"E., A DISTANCE OF 100.00 FEET; THENCE  
39 N.01°46'28"W., A DISTANCE OF 80.00 FEET; THENCE N.88°13'32"E., A  
40 DISTANCE OF 316.78 FEET TO A POINT OF CURVATURE TO THE RIGHT  
41 HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 37°18'06";  
42 THENCE EASTERLY ALONG THE ARC A DISTANCE OF 130.21 FEET TO A

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1 POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF  
2 240.00 FEET AND A CENTRAL ANGLE OF 23°34'02"; THENCE  
3 SOUTHEASTERLY ALONG THE ARC, A DISTANCE OF 98.72 FEET; THENCE  
4 S.39°44'27"E., A DISTANCE OF 30.99 FEET; THENCE S.01°26'29"E., A  
5 DISTANCE OF 63.23 FEET TO A POINT OF CURVATURE TO THE RIGHT  
6 HAVING A RADIUS OF 120.00 FEET AND A CENTRAL ANGLE OF 94°41'52";  
7 THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 198.33 FEET;  
8 THENCE N.86°44'37"W., A DISTANCE OF 142.47 FEET; THENCE S.03°15'23"W.,  
9 A DISTANCE OF 40.00 FEET; THENCE N.86°44'37"W., A DISTANCE OF 10.00  
10 FEET; THENCE N.73°41'30"W., A DISTANCE OF 82.00 FEET; THENCE  
11 S.07°06'50"W., A DISTANCE OF 157.92 FEET; THENCE S.15°27'37"E., A  
12 DISTANCE OF 148.75 FEET; THENCE S.86°44'37"E., A DISTANCE OF 153.98  
13 FEET; THENCE N.11°38'36"E., A DISTANCE OF 282.95 FEET A THE POINT OF  
14 NON TANGENCY WITH A CURVE TO THE LEFT, OF WHICH THE RADIUS  
15 POINT LIES N.03°15'13"E., A RADIAL DISTANCE OF 160.00 FEET; THENCE  
16 NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF  
17 62°14'07", A DISTANCE OF 173.79 FEET; THENCE S.01°26'29"E., A DISTANCE  
18 OF 360.93 FEET; THENCE N.88°21'41"E., A DISTANCE OF 695.09 FEET;  
19 THENCE N.32°09'20"E., A DISTANCE OF 460.00 FEET; THENCE N.57°50'40"W.,  
20 A DISTANCE OF 100.00 FEET; THENCE N.32°09'20"E., A DISTANCE OF 98.57  
21 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF  
22 100.00 FEET AND A CENTRAL ANGLE OF 33°56'25"; THENCE NORTHERLY  
23 ALONG THE ARC A DISTANCE OF 59.24 FEET; THENCE N.01°47'05"W., A  
24 DISTANCE OF 39.39 FEET TO A POINT OF CURVATURE TO THE RIGHT  
25 HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00";  
26 THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 39.27 FEET;  
27 THENCE S.88°12'55"W., A DISTANCE OF 75.00 FEET; THENCE N.01°47'05"W.,  
28 A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.  
29  
30 CONTAINING 6,061,881 SQUARE FEET/139.1616 ACRES MORE OR LESS.

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## EXHIBIT B

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

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### 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 44<sup>th</sup> Street and NW 21<sup>st</sup> 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. 44<sup>th</sup> Street adjacent to this property as reflected in the NW 44<sup>th</sup> 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 44<sup>th</sup> 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 44<sup>th</sup> 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. 21<sup>st</sup> 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. 21<sup>st</sup> Avenue and NW 44<sup>th</sup> 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: