

GreenspoonMarder LAW

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www.gmlaw.com

From the desk of:
Alicia J. Lewis, Esq.
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, Florida 33301
Phone: 954.491.1120
Fax: 954.771.9264
Direct Phone: 954.527.6276
Direct Fax: 954.333.4176
Email: alicia.lewis@gmlaw.com

September 12, 2014

Marc LaFerrier, AICP
City of Dania Beach Dept. of Community Development
100 W. Dania Beach Boulevard
Dania Beach, FL 33004

Re: Amendment to Declaration of Restrictive Covenants - Sheridan House, Inc.

Dear Mr. LaFerrier:

Enclosed please find the following documents in connection with the Standard Development Application to amend the Declaration of Restrictive Covenants between Sheridan House, Inc. and the City of Dania Beach:

1. Check in the amount of \$500 for the Application Fee;
2. Standard Development Application; and
3. Blacklined version of the Amendment to Declaration of Restrictive Covenants; and
4. Amendment to Declaration of Restrictive Covenants; and
5. Copy of the originally executed Declaration of Restrictive Covenants; and
6. Copy of Section 19-71 of the City of Dania Beach Code of Ordinances.

Please feel free to contact me should you have any questions or comments.

Very truly yours,

GREENSPOON MARDER, P.A.



Alicia J. Lewis, Esq.

Enclosures
cc: Corrinne Lajoie

This Instrument Prepared by and after Recording return to:

Alicia Lewis, Esq.

Return to: (enclose self-addressed stamped envelope)

Name: Hope W. Calhoun, Esq.

Ruden, McClosky

Address: 200 East Broward Boulevard, 15th Floor

Fort Lauderdale, FL 33301

This Instrument Prepared by:

Deborah M. McTigue, Esquire

Ruden, McClosky, Smith,

Schuster & Russell Greenspoon Marder,

P.A.

200 East Broward Boulevard Blvd. Suite

1800

15th Floor

Fort Lauderdale, Florida FL 33301

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AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS

THIS AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS ("Declaration Amendment") is made and entered into this ____ of _____, 2008, 2014, by SHERIDAN HOUSE, INC., a Florida corporation, having an address of 1700 South Flamingo Road, Davie, Florida, 33325 ("Declarant"), for the benefit of the CITY OF DANIA BEACH, a Florida municipal corporation, its successors and assigns, with a post office address at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, with the Joinder and Consent of _____ ("Mortgagee").

WITNESSETH:

WHEREAS, Declarant is the owner of that certain real property located in the City of Dania Beach, Broward County, Florida, legally described on Exhibit "A", attached hereto and made a part hereof (the "Property"); and

WHEREAS, Declarant has applied to the City of Dania Beach ("City") to amend the Future Land Use Plan designation of the Property from Community Facility to Medium Residential ("Application") and City has approved said Application; and

WHEREAS, the City has requested that Declarant voluntarily restrict the development of the Property in connection with the City's approval of the Application; and

WHEREAS, Declarant has agreed that the Property shall be subject to the terms and provisions of this Declaration as hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and covenants herein contained, Declarant hereby declares that the Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants and restrictions hereinafter set forth, all of which shall run with such Property and any part thereof and which shall be binding upon all parties having any right, title or interest in such Property or any part thereof, their heirs, successors and assigns.

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

2. Property Development. Declarant hereby declares the following in connection with the development of the Property:

a. No more than ~~twelve (12)~~ thirteen point five (13.5) residential units per acre shall be constructed upon the Property; ~~provided, however, up to a maximum of thirteen point five (13.5) residential units per acre may be constructed upon the Property if such units are constructed with a two (2) car ground floor garage.~~

b. Each residential unit shall be conveyed subject to a condominium or as a fee simple form of ownership.

~~c. — No owner of any residential unit shall be permitted to rent, lease or otherwise offer such residential unit for occupancy to any non-owner for a term of less than one (1) year.~~

~~d. — No residential building shall exceed thirty-five (35) feet in height above average grade, excluding architectural features, parapets, lighting, equipment and utilities.~~

3. Development Obligations. In connection with the development of the Property, Declarant shall be obligated to:

a. Dedicate for the benefit of the City certain land for use as a public park, in accordance with Section 19-1771 of the City of Dania Beach Code of Ordinances ("Park Parcel"). The dedication of the Park Parcel shall not be required prior to site plan submittal for the development of the Property, as further required herein, but is required before issuance of a building permit.

b. ~~Dedicate funds in the amount of fifty thousand dollars (\$50,000.00) to the City to facilitate the construction of physical improvements to the Park Parcel as determined by the City's Parks and Recreation Department recommendations. Payment of the funds required by this section shall not be due to the City prior to site plan submittal for the development of the Property, as further required herein, but is required before issuance of a building permit.~~ c. Rezone the Property consistent with the Planned Residential District-1 designation concurrently with Declarant's application to the City for site plan approval.

4. Amendments. This Declaration shall not be modified, amended or released, except by written instrument executed by Declarant and the City.

5. Recordation and Effective Date. This instrument shall not become effective until recorded 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 shall bind all successors and assigns of Declarant holding title to any portion of the Property.

6. Severability. If any court of competent jurisdiction shall declare any section, paragraph or part thereof 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.

7. 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.

8. 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.

9. Waiver. No waiver of any of the provisions of this Declaration shall be effective unless it is in writing, signed by the party against whom it is asserted and any such waiver shall only be applicable to the specific instance in which it relates and shall not be deemed to be a continuing or future waiver.

10. Governing Law and Selection of Forum. This Declaration 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.

11. Attorneys' Fees and Costs. In connection with any litigation or arbitration arising out of this Declaration, the prevailing party shall be entitled to recover all reasonable attorneys' and paralegals' fees and costs through all trial, appellate and post-judgment proceedings and arbitration proceedings.

12. Agreement. This Declaration embodies and constitutes the entire understanding between the parties with respect to the matters contemplated herein and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Declaration.

13. Further Assurance. The parties hereto agree to execute such further documents as may be reasonably requested by the other to carry out the intent and purpose of this Declaration.

14. Remedy for Breach. Any breach, as determined by the City, of this Declaration shall justify and allow the City to apply to any court of law or equity having jurisdiction for an injunction or other proper relief, and if such relief is granted, the court may, in its discretion, award to the City in such action, the reasonable expenses in prosecuting the suit, including reasonable attorney fees and costs.

*[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGES FOLLOW]*

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

WITNESSES:

DECLARANT:

Print Name: _____

SHERIDAN HOUSE, Inc., a Florida corporation

Print Name: _____

By: _____
Name: _____

Title: _____

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

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 _____, the _____ of SHERIDAN HOUSE, INC., a Florida corporation, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He/she is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, ~~2008~~2014.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

JOINDER AND CONSENT OF MORTGAGEE

_____ ("Mortgagee"), as the owner and holder of: (i) that certain Mortgage, Assignment of Leases and Rents, and Security Agreement from _____ recorded _____, in Official Records Book _____, at Page _____; and (ii) that certain UCC-1 Financing Statement recorded _____, in Official Records Book _____, at Page _____), all of the Public Records of Broward County, Florida (collectively, the Loan Documents), does hereby consent to the restriction set forth in this Declaration and subordinates the Loan Documents to such Declaration.

WITNESSES:

MORTGAGEE:

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

Address: _____

Printed Name: _____

STATE OF)
)SS
COUNTY OF)

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 _____, as _____ of _____, freely and voluntarily under authority duly vested in him by said Mortgagee. He/She 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 _____, ~~2008-2014~~.

Notary Public, State of Florida at Large

Typed, Printed or Stamped Name of Notary Public

My Commission Expires:

EXHIBIT "A"

THE PROPERTY

Parcel A, Sheridan House Plat, according to the Plat thereof, as recorded in Plat Book 105, Page 50, of the Public Records of Broward County, Florida.

This Instrument Prepared by and after Recording
return to:

Alicia Lewis, Esq.
Greenspoon Marder, P.A.
200 East Broward Blvd. Suite 1800
Fort Lauderdale, FL 33301

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AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS

THIS AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS ("Amendment") is made and entered into this ____ of _____, 2014, by SHERIDAN HOUSE, INC., a Florida corporation, having an address of 1700 South Flamingo Road, Davie, Florida, 33325 ("Declarant"), for the benefit of the CITY OF DANIA BEACH, a Florida municipal corporation, its successors and assigns, with a post office address at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, with the Joinder and Consent of _____ ("Mortgagee").

WITNESSETH:

WHEREAS, Declarant is the owner of that certain real property located in the City of Dania Beach, Broward County, Florida, legally described on Exhibit "A", attached hereto and made a part hereof (the "Property"); and

WHEREAS, Declarant has applied to the City of Dania Beach ("City") to amend the Future Land Use Plan designation of the Property from Community Facility to Medium Residential ("Application") and City has approved said Application; and

WHEREAS, the City has requested that Declarant voluntarily restrict the development of the Property in connection with the City's approval of the Application; and

WHEREAS, Declarant has agreed that the Property shall be subject to the terms and provisions of this Declaration as hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and covenants herein contained, Declarant hereby declares that the Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants and restrictions hereinafter set forth, all of which shall run with such Property and any part thereof and which shall be binding upon all parties having any right, title or interest in such Property or any part thereof, their heirs, successors and assigns.

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

2. Property Development. Declarant hereby declares the following in connection with the development of the Property:

a. No more than thirteen point five (13.5) residential units per acre shall be constructed upon the Property.

b. No residential building shall exceed thirty-five (35) feet in height above average grade, excluding architectural features, parapets, lighting, equipment and utilities.

3. Development Obligations. In connection with the development of the Property, Declarant shall be obligated to:

a. Dedicate for the benefit of the City certain land for use as a public park, in accordance with Section 19-71 of the City of Dania Beach Code of Ordinances ("Park Parcel"). The dedication of the Park Parcel shall not be required prior to site plan submittal for the development of the Property, as further required herein, but is required before issuance of a building permit.

b. Rezone the Property consistent with the Planned Residential District-1 designation concurrently with Declarant's application to the City for site plan approval.

4. Amendments. This Declaration shall not be modified, amended or released, except by written instrument executed by Declarant and the City.

5. Recordation and Effective Date. This instrument shall not become effective until recorded 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 shall bind all successors and assigns of Declarant holding title to any portion of the Property.

6. Severability. If any court of competent jurisdiction shall declare any section, paragraph or part thereof 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.

7. 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.

8. 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.

9. Waiver. No waiver of any of the provisions of this Declaration shall be effective unless it is in writing, signed by the party against whom it is asserted and any such waiver shall only be applicable to the specific instance in which it relates and shall not be deemed to be a continuing or future waiver.

10. Governing Law and Selection of Forum. This Declaration 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.

11. Attorneys' Fees and Costs. In connection with any litigation or arbitration arising out of this Declaration, the prevailing party shall be entitled to recover all reasonable attorneys' and paralegals' fees and costs through all trial, appellate and post-judgment proceedings and arbitration proceedings.

12. Agreement. This Declaration embodies and constitutes the entire understanding between the parties with respect to the matters contemplated herein and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Declaration.

13. Further Assurance. The parties hereto agree to execute such further documents as may be reasonably requested by the other to carry out the intent and purpose of this Declaration.

14. Remedy for Breach. Any breach, as determined by the City, of this Declaration shall justify and allow the City to apply to any court of law or equity having jurisdiction for an injunction or other proper relief, and if such relief is granted, the court may, in its discretion, award to the City in such action, the reasonable expenses in prosecuting the suit, including reasonable attorney fees and costs.

*[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGES FOLLOW]*

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

WITNESSES:

DECLARANT:

Print Name: _____

SHERIDAN HOUSE, Inc., a Florida corporation

Print Name: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

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 _____, the _____ of SHERIDAN HOUSE, INC., a Florida corporation, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He/she is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2014.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

JOINDER AND CONSENT OF MORTGAGEE

of: (i) that certain Mortgage, Assignment of Leases and Rents, and Security Agreement from _____ ("Mortgagee"), as the owner and holder recorded _____, in Official Records Book _____, at Page _____; and (ii) that certain UCC-1 Financing Statement recorded _____, in Official Records Book _____, at Page _____), all of the Public Records of Broward County, Florida (collectively, the Loan Documents), does hereby consent to the restriction set forth in this Declaration and subordinates the Loan Documents to such Declaration.

WITNESSES:

MORTGAGEE:

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

Printed Name: _____

Address: _____

STATE OF)
)SS
COUNTY OF)

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 _____, as _____ of _____, freely and voluntarily under authority duly vested in him by said Mortgagee. He/She 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 _____, 2014.

Notary Public, State of Florida at Large

Typed, Printed or Stamped Name of Notary Public

My Commission Expires:

EXHIBIT "A"

THE PROPERTY

Parcel A, Sheridan House Plat, according to the Plat thereof, as recorded in Plat Book 105, Page 50, of the Public Records of Broward County, Florida.

Return to: (enclose self-addressed stamped envelope)

Name: Hope W. Calhoun, Esq.
Ruden, McClosky
Address: 200 East Broward Boulevard, 15th Floor
Fort Lauderdale, Fl 33301

This Instrument Prepared by:
Deborah M. McTigue, Esquire
Ruden, McClosky, Smith,
Schuster & Russell, P.A.
200 East Broward Boulevard
15th Floor
Fort Lauderdale, Florida 33301

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DECLARATION OF RESTRICTIVE COVENANTS

THIS IS NOT AN
THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is made and entered into this 29 of AUGUST, 2008, by SHERIDAN HOUSE, INC., a Florida corporation, having an address of 1700 South Flamingo Road, Davie, Florida, 33325 ("Declarant"), for the benefit of the CITY OF DANIA BEACH, a Florida municipal corporation, its successors and assigns, with a post office address at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, with the Joinder and Consent of N/A ("Mortgagee").

WITNESSETH:

WHEREAS, Declarant is the owner of that certain real property located in the City of Dania Beach, Broward County, Florida, legally described on Exhibit "A", attached hereto and made a part hereof (the "Property"); and

WHEREAS, Declarant has applied to the City of Dania Beach ("City") to amend the Future Land Use Plan designation of the Property from Community Facility to Medium Residential ("Application") and City has approved said Application; and

WHEREAS, the City has requested that Declarant voluntarily restrict the development of the Property in connection with the City's approval of the Application; and

WHEREAS, Declarant has agreed that the Property shall be subject to the terms and provisions of this Declaration as hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and covenants herein contained, Declarant hereby declares that the Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants and restrictions hereinafter set forth, all of which shall run with such Property and any part thereof and which shall be binding upon all parties having any right, title or interest in such Property or any part thereof, their heirs, successors and assigns.

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

FTL:1782363:4

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2. Property Development. Declarant hereby declares the following in connection with the development of the Property:

a. No more than twelve (12) residential units per acre shall be constructed upon the Property; provided, however, up to a maximum of thirteen point five (13.5) residential units per acre may be constructed upon the Property if such units are constructed with a two (2) car ground floor garage.

b. Each residential unit shall be conveyed subject to a condominium or as a fee simple form of ownership.

c. No owner of any residential unit shall be permitted to rent, lease or otherwise offer such residential unit for occupancy to any non-owner for a term of less than one (1) year.

d. No residential building shall exceed thirty-five (35) feet in height above average grade, excluding architectural features, parapets, lighting, equipment and utilities.

3. Development Obligations. In connection with the development of the Property, Declarant shall be obligated to:

a. ~~Dedicate~~ for the benefit of the City certain land for use as a public park, in accordance with Section 19-17 of the City of Dania Beach Code of Ordinances ("Park Parcel"). The dedication of the Park Parcel shall not be required prior to site plan submittal for the development of the Property, as further required herein, but is required before issuance of a building permit.

b. Dedicate funds in the amount of fifty thousand dollars (\$50,000.00) to the City to facilitate the construction of physical improvements to the Park Parcel as determined by the City's Parks and Recreation Department recommendations. Payment of the funds required by this section shall not be due to the City prior to site plan submittal for the development of the Property, as further required herein, but is required before issuance of a building permit.

c. Rezone the Property consistent with the Planned Residential District-I designation concurrently with Declarant's application to the City for site plan approval.

4. Amendments. This Declaration shall not be modified, amended or released, except by written instrument executed by Declarant and the City.

5. Recordation and Effective Date. This instrument shall not become effective until recorded 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 shall bind all successors and assigns of Declarant holding title to any portion of the Property.

6. Severability. If any court of competent jurisdiction shall declare any section, paragraph or part thereof 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.

7. 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.

8. 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.

9. Waiver. No waiver of any of the provisions of this Declaration shall be effective unless it is in writing, signed by the party against whom it is asserted and any such waiver shall only be applicable to the specific instance in which it relates and shall not be deemed to be a continuing or future waiver.

10. Governing Law and Selection of Forum. This Declaration 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.

11. Attorneys' Fees and Costs. In connection with any litigation or arbitration arising out of this Declaration, the prevailing party shall be entitled to recover all reasonable attorneys' and paralegals' fees and costs through all trial, appellate and post-judgment proceedings and arbitration proceedings.

12. Agreement. This Declaration embodies and constitutes the entire understanding between the parties with respect to the matters contemplated herein and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Declaration.

13. Further Assurance. The parties hereto agree to execute such further documents as may be reasonably requested by the other to carry out the intent and purpose of this Declaration.

14. Remedy for Breach. Any breach, as determined by the City, of this Declaration shall justify and allow the City to apply to any court of law or equity having jurisdiction for an injunction or other proper relief, and if such relief is granted, the court may, in its discretion, award to the City in such action, the reasonable expenses in prosecuting the suit, including reasonable attorney fees and costs.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGES FOLLOW]

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

WITNESSES:

Ellen Villa
Print Name: Ellen Villa

Deborah R. Howell
Print Name: Deborah R. Howell

DECLARANT:

SHERIDAN HOUSE, Inc., a Florida corporation

By: William C. Stations
Name: William C. Stations
Title: Vice President, Finance

STATE OF FLORIDA)
) SS:
COUNTY OF Broward)
THIS IS NOT AN OFFICIAL COPY
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 C. Stations, the VP, Finance of SHERIDAN HOUSE, INC., a Florida corporation, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He/she is personally known to me or who has produced N/A as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of August, 2008.

Deborah R. Howell
Notary Public

Deborah R. Howell
Typed, printed or stamped name of Notary Public

My Commission Expires:



JOINDER AND CONSENT OF MORTGAGEE

____ ("Mortgagee"), as the owner and holder of: (i) that certain Mortgage, Assignment of Leases and Rents, and Security Agreement from _____ recorded _____, in Official Records Book _____, at Page _____; and (ii) that certain UCC-1 Financing Statement recorded _____, in Official Records Book _____, at Page _____, all of the Public Records of Broward County, Florida (collectively, the Loan Documents), does hereby consent to the restriction set forth in this Declaration and subordinates the Loan Documents to such Declaration.

WITNESSES:

MORTGAGEE:

~~THIS IS NOT AN OFFICIAL COPY~~

Printed Name: _____

By: _____
Printed Name: _____

Title: _____

Address: _____

Printed Name: _____

STATE OF _____)

)SS

COUNTY OF _____)

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 _____, as _____ of _____, freely and voluntarily under authority duly vested in him by said Mortgagee. He/She 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 _____, 2008.

Notary Public, State of Florida at Large

Typed, Printed or Stamped Name of Notary Public

My Commission Expires:

EXHIBIT "A"

THE PROPERTY

Parcel A, Sheridan House Plat, according to the Plat thereof, as recorded in Plat Book 105, Page 50, of the Public Records of Broward County, Florida.

THIS IS NOT AN
OFFICIAL COPY



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

RECEIVED
SEP 15 2014
Planning
Department

Standard Development Application

- Administrative Variance
- Land Use Amendment
- Plat
- Rezoning
- Site Plan
- Special Exception
- Variance
- Other: Amendment to Declaration of Restrictive Covenants (SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

Date Rec'd:

Petition No.: LU-18-06

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Their failure to attend may impact upon the disposition of your application. As always, the applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division. For more information please reference the **Dania Beach Land Development Code Part 6, Development Review Procedures and Requirements.**

Location Address: 4200 S.W. 54th Court Dania Beach, FL

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: Sheridan House Plat

Folio Number(s): _____ Legal Description: See Attachment A

Applicant/Consultant/Legal Representative (circle one) Greenspoon Marder Law (Legal Representative)

Address of Applicant: 200 East Broward Blvd. Suite 1800 Fort Lauderdale, FL 33301

Business Telephone: (954) 527-6276 Home: _____ Fax: (954) 333-4176

E-mail address: alicia.lewis@gmlaw.com

Name of Property Owner: Sheridan House, Inc.

Address of Property Owner: 1700 South Flamingo Road Davie, FL 33325

Business Telephone: (954) 583-1552 Home: _____ Fax: (954) 476-3058

Explanation of Request: Amendment to Declaration of Restrictive Covenants
For Plats please provide proposed Plat Name for Variances please attach Criteria Statement as per Section 625.40 of the Land Development Code.

Prop. Net Acreage: _____ Gross Acreage: _____ Prop. Square Footage: _____

Existing Use: _____ Proposed Use: _____

Is property owned individually, by a corporation, association, or a joint venture? Property owned by Sheridan House, Inc., a Florida corporation.

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize Greenspoon Marder Law (Dennis Mele, Esq.) (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
was acknowledged

By: [Signature]
(Owner / Agent signature*)

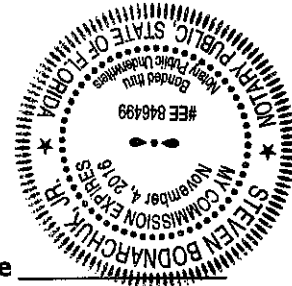
BEFORE ME THIS 25TH DAY OF August, 20 14

By:

STEVEN BODNARCHUK JR.
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]
(Signature of Notary Public - State of FL)



Personally known or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF BEFORE PROCESSING OCCURS.

**City of Dania Beach
APPLICATION TYPE AND FEE SCHEDULE**

INCOMPLETE SUBMITTALS ARE NOT ACCEPTABLE FOR REVIEW AND PROCESSING.

The following fees shall apply to all applications for land use plan amendments, rezoning, special exception use, variances, site plans and other zoning related applications. These fees are used to defray staff cost in the evaluation of the proposal made and provide for the required notices and public advertisements according to Florida State Statute and the Dania Beach Land Development Code. Should any applicant have more than one type of request to the City, the applications involved should be submitted at the same time. The present City policy is to have concurrent reviews being processed before the final review and actions by the Planning and Zoning Board and/or City Commission. It is the obligation of all applicants to review the appropriate City Codes and design standards related to their proposal before making any application to the City. The standard review process for all development applications are two (2) review cycles. **Any additional review or public notice required by staff or professional consultants due to the incorrect interpretation of the Land Development Code will be charged to the applicant as per "Section 685-10 Cost Recovery for Development Review" of the Dania Beach Land Development Code.**

APPLICATION TYPE	FEE
LAND USE	
Assignment of Flex Units or Acreage	Filing fee = \$4,000.00 plus \$5.00 per flex, reserve or LAC/RAC unit or hotel room or \$100 per acre or portion of such area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Change of Land Use	Filing fee = \$7,000.00, plus \$500.00 per acre or portion of area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
ZONING	
Change of Zoning (Rezoning)	Less than 2 acres - \$2,500.00 Greater than 2 acres - \$6,000.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Zoning Code Text Change	Changing the list of Permitted Uses - \$6,000.00 General Text - \$2,000.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
PLAT	(Perimeter) Filing fee = \$2550.00 plus \$50.00 per acre or portion of such area (Subdivision) Filing fee = \$2550.00 plus \$100 per acre or portion of such area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Delegation Request	\$1,500.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
SITE PLAN	
Residential, Hotel, Condo-Hotel, Time-Share, Motel	Filing fee = \$1,000.00 PLUS \$10.00 per unit Plus retainer for staff/consultant review, administrative and notice cost \$5,000.00 Minimum fee = \$6,100.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
All other uses	Filing fee = \$1,000.00 PLUS the following: \$5.00 : 100 s.f. for 1 st 10,000 s.f., \$2.00 : 100 s.f. in excess of 10,000 s.f. Plus retainer for staff/consultant review, administrative and notice cost \$4,000.00 Minimum fee = \$5,500.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Site Plan Revisions	\$2,500.00 - <i>Includes staff processing and up to 2 review cycles.</i> <i>Additional variances associated with any revision to a site plan are charged according to the associated variance type.</i>
Extension of Approval(s) (Site plan, variance, special exception requests)	\$1,250.00 – Single Extension (PLUS) an additional \$ 250.00 for each associated approval

**City of Dania Beach
APPLICATION TYPE AND FEE SCHEDULE**

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SPECIAL EXCEPTION	
SPECIAL EXCEPTION (Excluding cell towers)	Filing fee = \$3,700.00 plus \$200.00 per acre or portion of such area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
<i>SPECIAL EXCEPTION (Cellular Towers)</i>	Filing fee = \$4,000 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Additional Resubmittal (In addition to the standard (2) review cycles)	Any additional review or public notice required by staff or professional consultants due to the negligence of the applicant will be charged to the applicant as per Article 685-10 Cost recovery for Development Review of the Dania Beach Land Development Code.
VARIANCES, APPEALS & WAIVERS	
Administrative, Single Family	\$ 300.00
Administrative, all other	\$ 500.00
Single Family/Community Facility	\$ 490.00
Duplex	\$1,050.00
Triplex	\$1,150.00
Multifamily, Hotel, Condo-Hotel (per variance)	\$2,300.00
Nonres. (per variance)	\$2,000.00
Wall Sign	\$ 700.00
Monument Sign	\$1,200.00
Pole Sign (As permitted)	\$2,400.00
Appeal (single family & comm fac)	\$ 650.00
Appeal (all other uses)	\$1,925.00
Dumpster Appeal to Com. Dev. Dir.	\$ 200.00
Dumpster Appeal to City Com.	\$ 500.00
Alcoholic Beverage Variance	\$1,250.00
Mobility	\$1,400.00
Trafficway Waiver	\$4,000.00
Vacation – Road/Easement	\$3,500.00
Alcohol Extended Hours License Application	\$2,250.00
Alcoholic Beverage Waiver	\$1,000.00
Zoning Review: State Liquor License	\$ 50.00
Outdoor Seating/Dinning	\$ 100.00
Assisted Living Facility	\$ 65.00
CRA Grant Application	\$ 800.00 <i>(up to this amount based on scope of work)</i>
UNSPECIFIED	\$ 500.00 PLUS any outside costs incurred by the city as per "Section 685-10"

Revised – 8-23-11 As per City Commission Approval Resolution #2011-090

LU 18-06



Site Address	4200 SW 54 COURT, DANIA BEACH	ID #	5041 36 12 0010
Property Owner	SHERIDAN HOUSE INC	Millage	0413
Mailing Address	1700 S FLAMINGO RD DAVIE FL 33325	Use	77
Abbreviated Legal Description	SHERIDAN HOUSE PLAT 105-50 B PARCEL A		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values					
Click here to see 2013 Exemptions and Taxable Values to be reflected on the Nov. 1, 2013 tax bill.					
Year	Land	Building	Just / Market Value	Assessed / SOH Value	Tax
2014	\$970,160	\$1,222,390	\$2,192,550	\$2,192,550	
2013	\$970,160	\$1,222,390	\$2,192,550	\$2,192,550	\$372.00
2012	\$970,160	\$1,222,390	\$2,192,550	\$2,192,550	\$372.00

2014 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$2,192,550	\$2,192,550	\$2,192,550	\$2,192,550
Portability	0	0	0	0
Assessed/SOH	\$2,192,550	\$2,192,550	\$2,192,550	\$2,192,550
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$2,192,550	\$2,192,550	\$2,192,550	\$2,192,550

Sales History			
Date	Type	Price	Book/Page or CIN
7/2/1999	QCD	\$100	29639 / 1730

Land Calculations		
Price	Factor	Type
\$3.50	277,189	SF
Adj. Bldg. S.F. (See Sketch)		24981
Units		5

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
04						DS		
636						9.3		

SHERIDAN HOUSE

Vendor: City of Dania Beach
For: Application Fee 4200
INVOICE INVOICE
DATE NUMBER
08/22/2014 August 22, 2014

INVOICE
DESCRIPTION
Application Fee 4200
Amend Declar./Restrictive

INVOICE AMOUNT
500.00

DIST. ACCOUNT
990810

Date: 8/22/2014 Amount: 500.00

22502

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER



SHERIDANHOUSE
1700 S. Flamingo Road, Davie, FL 33325
(954) 583-1552 • sheridanhouse.org

AMERICAN NATIONAL BANK
4901 N. FEDERAL HIGHWAY
OAKLAND PARK, FL 33508
(954) 481-7788

69-1197670

22502

WZ405454-12-11

PAY TO THE ORDER OF
City of Dania Beach
100 West Dania Beach Blvd.
Dania Beach FL 33004

FIVE HUNDRED DOLLARS AND NO CENTS

For: Application Fee 4200



SECURITY FEATURES INCLUDED. DETAILS ON BACK.

Riviera
Bonnette Stern

DATE: 8/22/2014
AMOUNT: *****500.00

⑈022502⑈ ⑆067011977⑆ 111040895⑈

PAYMENT DATE
09/16/2014

COLLECTION STATION
City Hall Window 2

RECEIVED FROM
SHERIDA HOUSE

DESCRIPTION
1700 S. FLAMIGO RD. DAVIE FL 33325

City of Dania Beach
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

BATCH NO.
2014-12001731

RECEIPT NO.
2014-00099586

CASHIER
fincashier2

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT
PSP	Appl Review - Standard LOCATION: 4200 SW 54 COURT, DANIA BEACH 33312	\$500.00
Payments:	Type Detail Amount	
	Check 22502 \$500.00	
	Total Amount:	\$500.00



CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT
Payment Receipt

No: 000443

Date: 9/16/14

RECEIVED FROM:

Name: Sherida House

Address: 1700 S. Flamingo Rd.

Address 2: _____

City/St/ZIP: Davie FL 33325

Service or Item	Amount
<u>PSP - Standard Develop/Variance etc Application Fee</u>	<u>\$500.00</u>
_____	_____
_____	_____
_____	_____

P/Z ITEM # 5041 36 12 0010 LU-18-06

LOCATION: 4200 SW 54 Court, Dania Beach 33312

APPLICANT: Sheridan House

PREPARED BY: Donna Kirby

TOTAL DUE: \$500.00