

**MEMORANDUM**

TO: Corinne Lajoie, AICP

FROM: Alicia Lewis

DATE: November 3, 2014

RE: Application to Amend Declaration of Restrictive Covenants (Sheridan House) File #35199.0002

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Sheridan House provides residential care for children between the ages of eleven and fourteen in the tri-county area of South Florida. Specifically, Sheridan House offers a residential program that provides assistance to families with children experiencing mild to moderate behavior issues. The program is designed to intervene in the life of a family *before* dysfunctional behavior becomes a habitual lifestyle. The objective of the program is to provide a caring environment in which the children develop essential life skills, accept responsibility for their behavior at home and school, and enter back into their home with parents fully educated and equipped to care for them.

Sheridan House previously operated out of a facility located in the City of Dania Beach ("City") until the organization relocated to a new fifty seven (57) acre campus in Davie called "The Miracle on Flamingo Road." The new campus was purchased to expand its residential program and to provide additional services to the community. After relocating in 2007, Sheridan House decided to sell the Dania Beach property ("Property") and was approached by a developer who was interested in purchasing the property to construct townhomes. The Future Land Use Plan designation for the Property would have to be changed from a "Community Facility" use to "Medium Residential" use to permit the construction of townhomes.

In 2008, Sheridan House submitted an application to the City to amend the Property's Future Land Use Plan designation ("Application"). In connection with the City's approval of the Application, Sheridan House entered into a Declaration of Restrictive Covenants ("Declaration") with the City to restrict the development of the Property. The Declaration was duly executed and recorded making its terms effective

upon any future development of the Property. Additionally, the Declaration may only be amended, modified, or released by a written document executed by both Sheridan House and the City.

Due to the economic downturn, the townhome developer was unable to purchase the Property. The Declaration was specifically drafted to address a townhome development on the Property and although such development did not occur, the Declaration remains in effect and limits Sheridan House or any future developer of the Property by its very specific terms. To determine whether they will update the Property and continue to operate from the facility, as they have done in the past, or if they will sell the Property, Sheridan House is requesting to amend the Declaration as follows: **1)** amend paragraph 2(a) to allow a maximum of thirteen point five (13.5) residential units to be constructed on the Property, **2)** remove paragraph 2(b) which requires that each residential unit is conveyed as a condominium or a fee simple ownership, **3)** remove paragraph 2(c) which limits the ability of any owner to rent, lease, or offer the Property for occupancy to a non-owner for less than one year, **4)** amend paragraph 3(a) to correct the code section referenced in the original Declaration from 19-17 to 19-71, **5)** remove language from paragraph 3(b) which requires the payment of fifty thousand dollars (\$50,000) to be used for physical improvements to the public park located on the Property as referenced in paragraph 3(b). A redlined copy of the Declaration is attached to the application.

In reference to the proposed amendment to paragraph 3(b), section 19-71 of the City's code provides that a developer may satisfy the park dedication requirements by dedicating land within the development as a public park or by making a payment to the City based on the fair market value of the land that would have been dedicated as a public park, if the City determines that the dedication of actual land within the development is not feasible. If Sheridan House sells the Property and the new owner is permitted to make a payment to the City, rather than dedicating land within the Property for a public park, the additional fifty thousand dollar (\$50,000) payment referenced in paragraph 3(b), as it is currently written, would require the new owner to pay for physical improvements to a public park that does not exist. Therefore, Sheridan House is requesting to move the language from paragraph 3(b) requiring the additional payment.