



**FONTAINBLEAU LAKES
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
SPECIAL BOARD MEETING
MAY 2, 2023
6:30 P.M.**

Special District Services, Inc.
8785 SW 165th Avenue, Suite 200
Miami, FL 33193

www.fontainbleaulakescdd.org

786.303.3661 Telephone

877.SDS.4922 Toll Free

561.630.4923 Facsimile

AGENDA
FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT
Las Ramblas Clubhouse Conference Room
9960 NW 10th Terrace
Miami, Florida 33172
SPECIAL BOARD MEETING
May 2, 2023
6:30 p.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
 - 1. April 17, 2023 Regular Board Meeting Minutes.....Page 2
- G. Old Business
- H. New Business
 - 1. Discussion Regarding Modification of Declaration of Restrictions – Shoma Homes.....Page 3
- I. Administrative & Operational Matter
- J. Board Members & Staff Closing Comments
- K. Adjourn

Miscellaneous Notices

Published in Miami Daily Business Review on April 21, 2023

Location

Miami-Dade County, Florida

Notice Text

NOTICE OF SPECIAL BOARD MEETING OF THE FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors (the "Board") of the Fontainbleau Lakes Community Development District (the "District") will hold a Special Board Meeting on May 2nd 2023, at 6:30 p.m. in the Las Ramblas Clubhouse Conference Room located at 9960 NW 10th Terrace, Miami, Florida 33172. The purpose of the Special Board Meeting is for the Board to discuss the Modification of Declaration of Restrictions provided by Shoma Homes and any District business which may lawfully and properly come before the Board.

A copy of the agenda for the Meeting may be obtained at the offices of the District Manager, c/o Special District Services, Inc., at (561) 630-4922 or asilva@sdsinc.org (the "District Manager's Office") during normal business hours. The Meeting is open to the public and will be conducted in accordance with the provisions of Florida law for special districts. The Meeting may be continued to a date, time, and place to be specified on the record at the Meeting.

Any person requiring special accommodations in order to access and participate in the Meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the Meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the Meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Fontainbleau Lakes Community Development District

www.fontainbleaulakesscdd.org

4/21 23-93/0000658804M

APRIL 17, 2023
REGULAR BOARD MEETING MINUTES

TO BE DISTRIBUTED
UNDER SEPARATE COVER

This instrument was prepared by or
under the supervision of:

Name: William W. Riley, Esq.
Address: The Riley Law Firm
16343 SW 256 Street
Homestead, Florida
33031

(Space reserved for Clerk of

**MODIFICATION OF DECLARATION OF RESTRICTIONS RECORDED AT
OFFICIAL RECORDS BOOK 23413, PAGE 1136 AND OFFICIAL RECORDS
BOOK 26955, PAGE 0908 AND OFFICIAL RECORDS BOOK 29816, PAGE 3447
(COLLECTIVELY THE "RECORDED DECLARATIONS")**

WHEREAS, the undersigned Fontainebleau Lakes, LLC, a Florida limited liability company, Fontainebleau Lakes CDD, a community development district, 901 NW 97 Miami Owner, LLC, a Delaware limited liability company, and 1062 NW 87 Miami Owner, LLC, a Delaware limited liability company (hereinafter collectively referred to as the "Owner") hold the fee simple title to the lands in Miami-Dade County, Florida, described in Exhibit "A," attached hereto, and hereinafter called the "Property", which is supported by the Opinion of Title; and

WHEREAS, Fontainebleau Lakes, LLC, filed an application designated as "Application No. 3" of the April 2004 Miami-Dade County Comprehensive Development Master Plan ("CDMP") Amendment Cycle to amend the CDMP Future Land Use Plan Map ("LUP") for the properties described therein, inclusive of the Property (the "First Application"); and

WHEREAS, a Declaration of Restrictions was recorded in the Public Records of Miami-Dade County in Official Records Book 23413, at Page 1136, in connection with the First Application, which placed certain restrictions on the lands made subject thereto (the "2004 Declaration"); and

WHEREAS, Fontainebleau Lakes, LLC, filed an application designated as "Application No. 8" of the April 2008 CDMP Amendment Cycle to, among other things, delete from the 2004 Declaration certain properties described therein (the "Second Application"); and

WHEREAS, a First Modification of the Declaration was recorded in the Public Records of Miami-Dade County in Official Records Book 26955, at Page 0908, in connection with the Second Application; and

WHEREAS, Keep Bleau Green Committee, Inc. filed an application designated as "Application No. 7" of the November 2014 CDMP Amendment Cycle to, among other

things, amend the CDMP LUP map for portions of properties described in the Declaration (the "Third Application"); and

WHEREAS, a Second Modification of the Declaration was recorded in the Public Records of Miami-Dade County in Official Records Book 29816, at Page 3447, connection with the Third Application; and

WHEREAS, the Owner has applied for an amendment to the CDMP LUP in the October 2022 Cycle and said amendment is identified as Application No. CDMP20220016 (the "Application"); and

WHEREAS the Application seeks to re-designate that portion of the Property legally described in Exhibit "B" from "Parks and Recreation" to "Medium Density Residential" on the CDMP LUP map.

NOW, THEREFORE, in order to assure the Miami-Dade County that the representations made by the owner during consideration of the Application will be abided by, the Owner freely, voluntarily and without duress makes the following Declaration of Restrictions covering and running with the Property:

- A. Paragraph 1 of the 2004 Declaration, as modified, shall be deleted in its entirety.
- B. Paragraphs 2 and 7 of the 2004 Declaration, as modified, shall now read:
 - (2) **Number of Units.** Notwithstanding the density and number of residential units that may be permitted by the land use designation sought by the Owner, development of the Property as described in the Declaration, as amended, shall not exceed a total of one thousand one hundred ninety-nine (1,199) residential dwelling units and a maximum of three hundred seventy-five (375) residential dwelling units on Tract C of Fontainebleau East as recorded in Plat Book 168, Page 26, of the Public Records of Miami-Dade County, Florida.
 - (7) **Modification, Amendment, Release.** This Declaration of Restrictions may be modified, amended or released as to the Property, or any portion thereof, by a written instrument executed by the then owner(s) of the property, including joinders of all mortgagees, provided that the same is also approved by the Board of County

Commissioners of Miami-Dade County, Florida. Any such modification, amendment or release shall be subject to the provisions governing amendments to Comprehensive Plans, as set forth in Chapter 163, Part II, Florida Statutes or successor legislation that may, from time to time, govern amendments to Comprehensive Plans (hereinafter "Chapter 163"). Such modification, amendment or release shall also be subject to the provisions governing amendments to the CDMP as set forth in Section 2-116.1 of the Code of Miami-Dade County, or successor regulations governing modifications to the CDMP. In the event that the property is incorporated within a new municipality or annexed into an existing municipality, and the successor municipality amends, modifies, or declines to adopt the provisions of Section 2-116.1 of the Miami-Dade County Code, then modifications, amendments or releases of this Declaration shall be subject to Chapter 163 and the provisions of such ordinances as may be adopted by such successor municipality for the adoption of amendments to its comprehensive plan; or, in the event that the successor municipality does not adopt such ordinances, subject to Chapter 163 and by the provisions for the adoption of zoning district boundary changes. It is provided, however, that in the event that the successor municipality approves a modification or deletion of this Declaration of Restrictions, such modification or deletion shall not be effective until approved by the Board of County Commissioners, in accordance with applicable procedures. Should this Declaration be so modified, amended, or released, the Director of the Department of Regulatory and Economic Resources or the executive officer of a successor department, or, in the absence of such Director or executive officer, by his or her assistant in charge of the office in his/her absence, shall execute a written instrument effectuating and acknowledging such modification, amendment, or release.

- C. **Roadway Improvement Program:** Fontainebleau Lakes, LLC shall use commercially reasonable efforts to obtain all necessary construction permits from Miami-Dade County for the following roadway improvements.

- i. An improvement to the existing eastbound left-turn extension at the intersection of Fontainebleau Boulevard and NW 97th Avenue to include a 50± foot taper and 300± feet of storage; and
- ii. The creation of a four-leg intersection at Fontainebleau Boulevard, lying west of the community center for Keep Bleau Green Committee, Inc. located at 8905 Fontainebleau Boulevard, that provides east-west and north-south vehicular connectivity.

The applications to permit the foregoing roadway improvements shall be in substantial conformity with the conceptual plan entitled "Fontainebleau East Roadway Improvements," prepared by Pascual Perez Kiliddjian & Associates, signed and sealed the ____ day of _____, 2023 as attached hereto as Exhibit "C" (hereinafter referred to as the "Planned Roadway Improvements"). Provided that the Planned Roadway Improvements are approved by Miami-Dade County, the same shall be fully funded and constructed on behalf of Fontainebleau Lakes, LLC, which shall post a performance bond or other instrument approved by Miami-Dade County guaranteeing the Planned Roadway Improvements prior to the issuance of a certificate of occupancy for the increased density described herein.

- D. **Covenant Running with the Land.** This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. The Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on the County.
- E. **Term.** This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by Miami-Dade County.
- F. **Enforcement.** Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this declaration shall be entitled to

recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

- G. **County Inspections.** As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.
- H. **Authorization for Miami-Dade County (or successor municipality) to Withhold Permits and Inspections.** In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County (or successor municipality) is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this declaration is complied with.
- I. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.
- J. **Presumption of Compliance.** Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County (or successor municipality), and inspections made and approval of occupancy given by the County (or successor municipality), then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.
- K. **Severability.** Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.
- L. **Recordation and Effective Date.** This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost of the Owner following the approval of the Application by the Board of County Commissioners. This Declaration shall become effective immediately upon recordation. Notwithstanding the previous sentence, if any appeal is filed, and the disposition of such appeal results in the denial of the Application, in its entirety, then this

Declaration shall be null and void and of no further effect. Upon the disposition of an appeal that results in the denial of the Application, in its entirety, and upon written request, the Director of the Department of Regulatory and Economic Resources or the executive officer of the successor of said department, or in the absence of such director or executive officer by his/her assistant in charge of the office in his/her absence, shall forthwith execute a written instrument, in recordable form, acknowledging that this Declaration is null and void and of no further effect.

- M. **Acceptance of Declaration.** The Owner acknowledges that acceptance of this Declaration does not obligate the County in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the Board of County Commissioners retains its full power and authority to deny each such application in whole or in part and decline to accept any conveyance.
- N. **Owner.** The term Owner shall include all heirs, assigns, and successors in interest.

EXECUTION PAGES FOLLOW

IN WITNESS WHEREOF, we have hereunto set our hands and seal this _____ day of _____, 2023.

WITNESSES:

Sign: _____ **FONTAINBLEAU LAKES, LLC.**
Print: _____ a Florida limited liability company.

BY: _____

Sign: _____ Sign: _____
Print: _____

Address: _____

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before this _____ day of _____, 2023, by _____, as _____ of Fontainbleau Lakes, LLC, a Florida limited liability company, on behalf of the corporation. He is personally known to or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

Sign: _____

Print: _____

State of Florida at Large (Seal)
My Commission Expires

IN WITNESS WHEREOF, we have hereunto set our hands and seal this ____ day of _____, 2023.

WITNESSES:

Sign: _____ **Fontainebleau Lakes CDD**
Print: _____ a community development district.

BY: _____

Sign: _____ Sign: _____
Print: _____

Address: _____

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before this ____ day of _____, 2023, by _____, as _____ of Fontainebleau Lakes CDD, a community development district, on behalf of the corporation. He is personally known to or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

Sign: _____

Print: _____

State of Florida at Large (Seal)
My Commission Expires

IN WITNESS WHEREOF, we have hereunto set our hands and seal this _____ day of _____, 2023.

WITNESSES:

Sign: _____ **901 NW 97 MIAMI OWNER, LLC**
Print: _____ a Delaware limited liability company.

BY: _____

Sign: _____ Sign: _____
Print: _____

Address: _____

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before this _____ day of _____, 2023, by _____, as _____ of 901 NW 97 Miami Owner, LLC, a Delaware limited liability company, on behalf of the corporation. He is personally known to or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

Sign: _____

Print: _____

State of Florida at Large (Seal)
My Commission Expires

IN WITNESS WHEREOF, we have hereunto set our hands and seal this _____ day of _____, 2023.

WITNESSES:

Sign: _____ **1062 NW 87 MIAMI OWNER, LLC**

Print: _____ a Delaware limited liability company.

BY: _____

Sign: _____

Sign: _____

Print: _____

Address: _____

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before this _____ day of _____, 2023, by _____, as _____ of 1062 NW 87 Miami Owner, LLC, a Delaware limited liability company, on behalf of the corporation. He is personally known to or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

Sign: _____

Print: _____

State of Florida at Large (Seal)
My Commission Expires

EXHIBIT "A"

LEGAL DESCRIPTION AND SKETCH OF COVENANT AREA

ALL OF FONTAINEBLEAU EAST, ACCORDING TO THE PLAT THEREOF, AS
RECORDED IN PLAT BOOK 168, PAGE 26, OF THE PUBLIC RECORDS OF MIAMI-
DADE COUNTY, FLORIDA, LESS THE FOLLOWING:

TRACTS “A” AND “B” OF “FONTAINEBLEAU CIVIC, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 173, PAGE 69, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND:

TRACT "A" OF FONTAINEBLEAU PARK PLAZA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 170, PAGE 40, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA
AND CONTAINING 4,774,806.9± SQUARE FEET (109.6144± ACRES) MORE OR LESS.

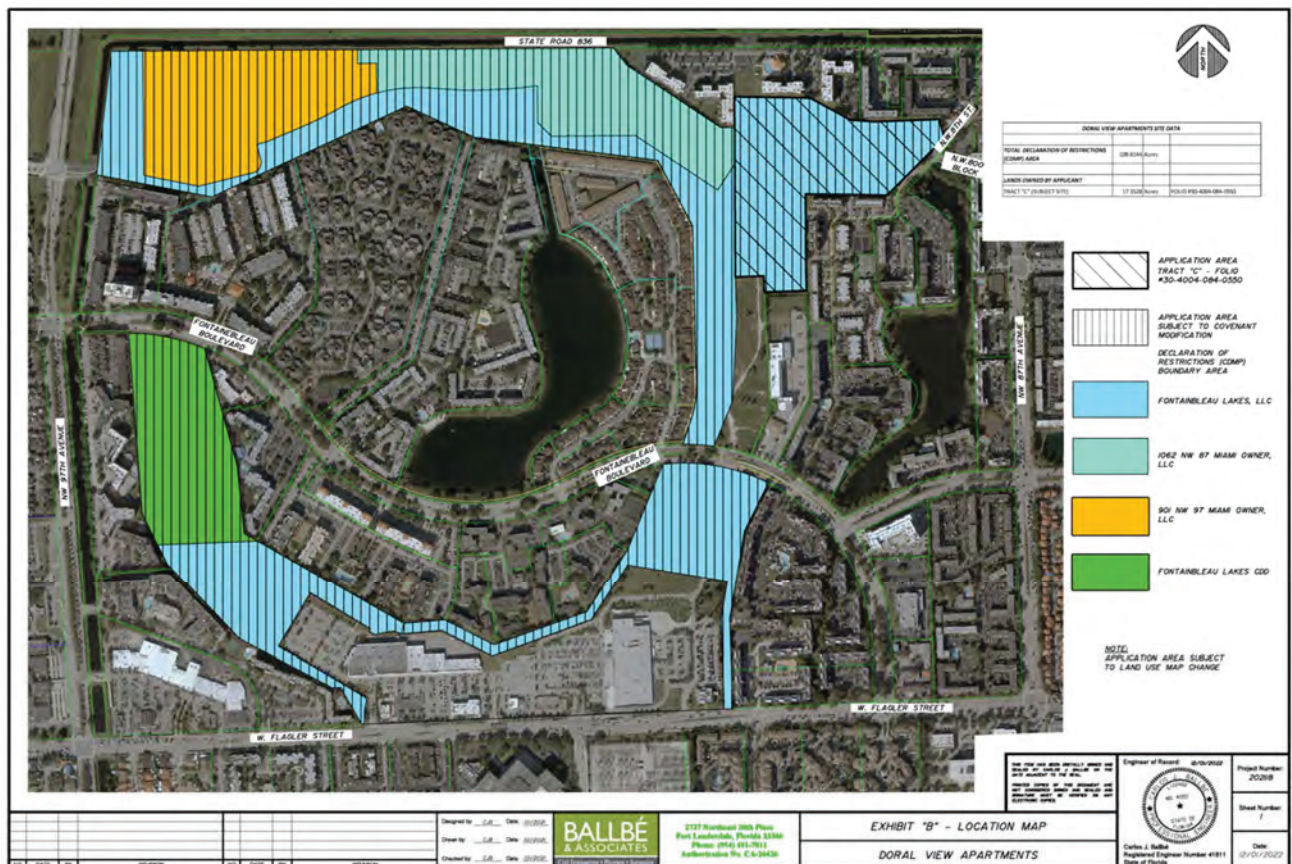


EXHIBIT "B"

LEGAL DESCRIPTION OF THE AREA SUBJECT TO THE LAND USE CHANGE

TRACT "C" OF "FONTAINEBLEAU EAST", ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 168, PAGE 26, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS THE FOLLOWING:

A PORTION OF TRACT "C", "FONTAINEBLEAU EAST", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 168, PAGE 26, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID TRACT "C", BEING A POINT ON A CURVE FROM WHICH A RADIAL LINE BEARS SOUTH 28°42'20" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, BEING ALONG THE SOUTH LINE OF SAID TRACT "C", ALSO BEING THE NORTH RIGHT-OF-WAY LINE PF FONTAINEBLEAU BOULEVARD, HAVING A RADIUS OF 1200.92 FEET, A CENTRAL ANGLE OF 07°46'23", FOR AN ARC DISTANCE OF 162.92 FEET TO THE SOUTHWESTERLY CORNER OF SAID TRACT "C"; THENCE NORTH 24°37'46" EAST ON A NON-RADIAL LINE, THIS AND THE FOLLOWING FIVE (5) COURSES BEING ALONG A WESTERLY LINE OF SAID TRACT "C", 269.61 FEET; THENCE NORTH 71°15'43" EAST 45.00 FEET; THENCE NORTH 11°35'53" EAST 20.00 FEET; THENCE NORTH 48°03'56" WEST 45.00 FEET; THENCE NORTH 01°26'00" WEST 490.74 FEET; THENCE NORTH 00°14'00" EAST 140.84 FEET; THENCE SOUTH 89°46'00" EAST 245.50 FEET TO A POINT ON THE EASTERLY LINE OF SAID TRACT "C"; THENCE SOUTH 00°14'00" WEST, THIS AND THE FOLLOWING COURSE BEING ALONG SAID EASTERLY LINE, 626.30 FEET; THENCE SOUTH 28°42'20" WEST 435.15 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA AND CONTAINING 755,888 SQUARE FEET (17.3528 ACRES) MORE OR LESS.

EXHIBIT “C”

PLANNED ROADWAY IMPROVEMENTS

