

hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amount paid by such mortgagee for repairs hereunder and not reimbursed to said mortgagee by the Owner or Owners.

2.4. An Owner making use of, or removing improvements from, that part of the finished wall surface of the Party Wall located in interior of his dwelling unit shall do so in such a manner as to preserve all right of the other Owner in the Party Wall, and shall save the other Owner harmless from all damage caused thereby to improvements then existing.

2.5. The cost of maintaining each side of the Party Wall shall be borne by the Owner using said side, except as otherwise provided herein.

ARTICLE III

USE RESTRICTIONS AND COVENANTS

3.1. Each Owner acknowledges the special importance, for purposes of protecting, preserving and enhancing the amenities and market values of the Parcels, of continuing to maintain the Parcels with a uniform architectural appearance and in the highest standard of care possible. Accordingly, each Owner covenants and agrees that he will decorate the exterior of his respective dwelling unit in a color and finish substantially similar to and consistent with the color and finish of the other Owner's dwelling unit. If an Owner shall desire to decorate the exterior of his unit in a color and finish other than that supplied by Declarant in the original construction of the building improvements, then the consent in writing of the other Owners shall be obtained prior to said decoration changes being affected. Nothing herein shall be construed to require any Owner to obtain any approval in writing or otherwise for the painting of the exterior of his unit in a color and finish substantially similar to and consistent with that originally supplied by the Declarant.

3.2. Normal maintenance of that part of the roof covering an Owner's unit, such as cleaning, recoating or refinishing, shall be done reasonably uniformly and at the same time for the roof covering the entire building, upon agreement of the Owners. The expense of such maintenance shall be borne equally by the Owners. In the event of roof damage or destruction which is confined to the roof area wholly within the dimensions of one Owner's unit, the repair or replacement shall be at the sole expense of the Owner of said unit. If the damage or destruction of the roof area covering an Owner's unit is caused by the negligence or willful misconduct of another Owner, such negligent Owner shall bear the entire cost of repair or replacement. If any Owner shall neglect or refuse to pay his share, or all of such cost in case of negligence or willful misconduct, the other affected Owner/s may have such roof repaired or replaced and shall be entitled to a lien on the premises of the other Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement cost. Said lien shall be effective as and contain information required in Paragraph 2.3 hereof. If any or all Owners shall give, or shall have given, a mortgage or mortgages upon his Parcel, then the mortgagee(s) shall have the full right, at its option, to exercise the rights under its mortgage as a party hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amount paid by such mortgagee for repairs hereunder and not reimbursed to said mortgagee by the Owner or Owners.

3.3. Pest control shall be the responsibility of the individual Parcel Owners. In the event, however, and at any time an exterminating company licensed in the State of Florida shall determine there is active termite or wood-destroying organisms present in the dwelling unit located on any Parcel, all dwelling Units shall be treated contemporaneously to eradicate such infestation and each Owner shall bear proportionate share of the cost of treatment. The foregoing shall not apply, however, in the event the exterminating company is allowed to inspect all dwelling units and it determines (i) that active infestation exists in and is confined to only one dwelling unit and (ii) treatment of only the dwelling unit where the active infestation is found will suffice to fully eradicate the infestation, in which case, the Owner of the dwelling unit so affected shall alone bear the cost of treatment. If any Owner shall neglect or refuse to pay his or her share of the cost of treatment, the other affected Owners may cause to have the improvements on all Parcels treated as deemed necessary to preserve and protect the same from such infestation and shall be entitled to a lien on the Parcel of the Owner so failing or refusing to pay for the amount of such defaulting Owner's share of the treatment costs. Said lien shall be effective as and contain information required in Paragraph 2.3 hereinabove.

3.4. Each Owner shall be required and responsible for maintaining a policy of hazard insurance and flood insurance covering his or her Parcel and the improvements thereon in an amount equal to 100% of the current replacement cost of the improvements

3.5. Should the dwelling unit on any Parcel be partially or fully destroyed by fire or otherwise, said dwelling unit shall be fully repaired and rebuilt. All reconstruction shall be in accordance with the as-built plans used by Declarant in the original construction of the building improvements on the Parcels. If any Owner shall neglect or refuse to so rebuild or pay his share, the other affected Owners may have the damaged dwelling unit repaired in accordance herewith and shall be entitled to a lien on the premises of the other Owner so failing to rebuild for the amount of the cost of such reconstruction. Such lien shall be effective as and contain information required in Paragraph 2.3 hereof. If any or all Owners shall give, or shall have given a mortgage or mortgages upon his Parcel, then the first mortgagee(s) shall have the full right at his option to exercise the rights under its mortgage as a party hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs or reconstruction hereunder and not reimbursed to said mortgagee by the Owners.

3.6. In the event repairs or reconstruction shall be necessary, all necessary entries on an adjacent Parcel shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to the adjoining Owner and his mortgagee to enter on an adjacent Parcel to effect necessary repairs and reconstruction, provided however that reasonable notice is given, except in the case of an emergency.

3.7. In case of any emergency, the owner of any interest in any Parcel shall have the right to enter in or upon another Parcel and make such emergency repairs to the other improvements as are necessary to preserve and protect the property of the Owner so entering or any other Owner, and the Owner of the dwelling unit upon which emergency repairs are made shall repay the Owner so making the repairs such amounts as were

reasonably expended, and for which amount the Owner making the repairs shall have a lien upon the Parcel of land upon which repairs were made. Said lien shall be effective as and contain information required in Paragraph 2.3 hereof. If any or all Owners shall give, or shall have given a mortgage or mortgages upon his property, then the first mortgagee(s) shall have the full right at its option to exercise the rights under its mortgage as a patty hereunder and, in addition the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs hereunder and not reimbursed to said mortgagee by the Owners.

ARTICLE IV

BUILDING RESTRICTIONS AND RULES

4.1. Glass doors or windows on any Parcel shall be covered only on the interior and only with shades, curtains, and vertical or horizontal blinds, or draperies.

4.2. The exterior of the building and such other improvements located on a Parcel, including without limitation, lawns, shrubbery, trees, fencing, and paved walkways and driveways, shall be maintained in a first class condition- If any Owner shall refuse or neglect to maintain the building and other improvements located on his Parcel, the Owner of the adjoining Parcel may have such maintenance performed and shall be entitled to a lien on the non-performing Owners Parcel for the reasonable cost of such maintenance. Said lien shall be effective as and contain information required in Paragraph 2.3 hereof. If any or all Owners shall give, or shall have given a mortgage or mortgages upon his Parcel, then the first mortgage(s) shall have the full right at his option to exercise the rights under its mortgage as an Owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage all amounts paid by the mortgagee for maintenance hereunder and not reimbursed to said mortgagee by the Owners.

4.3. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Parcel, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any other Owner.

4.4. On 13th Av. and 35th Street, No trucks or commercial vehicles, campers, mobile homes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored on side, except that they may be kept or stored within the garage area so long as the garage door remains fully closed, on the Alley side will be allowed. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services.

4.5. Except to maintain in a condition of good repair the exterior fences or walls originally constructed on the Parcels, no exterior fence, wall or other structure, shall be erected or maintained on any Parcel, unless the written consent of the Owner/s of the adjoining Parcel is first obtained.

4.6. No garbage, refuse, trash, or debris or rubbish shall be deposited or remain on any Parcel, except in closed sanitary containers supplied by municipal or county waste collection service. Except when placed on the curbside for waste collection by municipal or county

waste collection service, such containers shall be kept within the respective fenced-in areas of each Parcel.

4.7- No clothing, laundry, rugs, blankets or wash shall be aired or dried on any portion of any Parcel, except within the fenced-in areas of each Parcel.

4.8. Satellite dishes, antennae or aerials placed upon any Parcel, or affixed to the exterior of any dwelling unit, are to be affixed in the least visually obtrusive manner reasonably practical.

4.9. The Parcels are restricted to single family, residential use and, except in conjunction with home office use of the premises as permitted by municipal or county ordinance, no trade, business, profession or commercial activity shall be carried on upon any Parcel, or within the dwelling unit located thereon. Declarant may, however, operate sales models and sales office on a Parcel during the development and selling of the Parcels.

ARTICLE V

EASEMENTS

5.1. A nonexclusive private pedestrian easement to the Owners is hereby declared, granted and established over the south, east and west five (5) foot boundary lines of the Property, as set forth in the Site Plan attached hereto as Exhibit "C". This easement shall be for the use of the Owners within OPF TOWNHOMES, as required by the City of Fort Lauderdale Uniform Land Development Regulations, Section. 47-18.33.

5.2 There shall be reciprocal appurtenant easements of encroachment as between each Parcel due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed or altered thereon; however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner.

5.3. There shall be reciprocal appurtenant easements in favor of each Owner to enter upon the adjoining Owner's Parcel for the limited purposes of maintaining, repairing, and/or reconstructing the improvements located on the adjoining Parcel in accordance with the provisions variously set forth in paragraphs 2.3, 3.2, 3.3, 3.5, 3.6 and 3.7 hereinabove, provided however that reasonable notice is given, except in the case of an emergency.

5.4. Nothing contained in this Declaration shall be deemed to affect any existing easements, including, but not limited to, easements for utilities, drainage, ingress and egress, or reservations which have been placed of record prior to the recording hereof.

ARTICLE VI

SHARED EXPENSES

6.1 The Owners shall share in the cost of maintenance, repair and operation of the water meter/s for the landscaping serving and/or located within the Property. The expense of such maintenance, repair and operation shall be borne equally by all the Owners. If any Owner shall neglect or refuse to pay his or her share, the other Owner/s may have such pay for such

expenses and shall be entitled to a lien on the premises of the other Owner so failing to pay for the amount of such defaulting Owner's share of the cost. Said lien shall be effective as and contain information required in Paragraph 2.3 hereof. If any or all Owners shall give, or shall have given, a mortgage or mortgages upon his Parcel, then the mortgagee(s) shall have the full right, at its option, to exercise the rights under its mortgage as a party hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amount paid by such mortgagee for costs hereunder and not reimbursed to said mortgagee by the Owner or Owners.

ARTICLE VII

GENERAL PROVISIONS

6.1. The Declarant, as to any Parcel owned by it, hereby covenants and agrees, and each Owner, by the acceptance of a deed of conveyance to a Parcel will be deemed to have covenanted and agreed to observe, comply with, and be bound by all such covenants, conditions, restrictions, easements and party wall agreement contained in this Declaration.

6.2. The covenants and restrictions contained in this Declaration may be enforced by Declarant, any Owner or Owners, and any Mortgage in any judicial proceeding seeking any remedy recognizable at law or equity, including an action or suit seeking damages, injunction, specific performance, or any other form of relief against any person, firm, or entity violating or attempting to violate any covenant or restriction herein. Failure of any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Liens provided for herein may be foreclosed as may a mortgage on real property under the laws of the State of Florida. A lien foreclosure proceeding may not be instituted, however, until 30 days after recording of the Claim of Lien herein provided for. If a recorded Claim of Lien is paid in full, the Owner so paying shall be entitled to a recordable Release of Lien.

6.3. Any controversy or claim between the Owners arising out of or relating to compliance with this Declaration, or breach thereof, shall be submitted to mediation prior to arbitration or litigation. The mediator's fees shall be paid equally by the parties to the mediation. The prevailing party in any litigation concerning this Declaration, or in any proceeding to foreclose any lien provided for herein, shall be entitled to recover all costs and expenses incurred, including court costs and reasonable attorney's fees and paralegal fees for services rendered in connection with such litigation or lien foreclosure, including appellate proceedings and post judgment proceedings.

6.4. Prior to the conveyance of the first Parcel, Declarant may unilaterally amend this Declaration. After such conveyance, the Declarant may amend this Declaration only so long as it still owns any Parcel and only so long as the owner of the Parcels so conveyed, consents in writing to such amendment, after ten (10) days notice and opportunity to review such proposed amendment, which consent is not to be unreasonably withheld. Thereafter and otherwise, this Declaration may be amended only by the written consent of a majority of the Owners.

6.4.1 Notwithstanding anything herein to the contrary, with respect to the easements required by the City of Fort Lauderdale Uniform Land Development Regulations Sec. 47-18.33, as amended from time to time, referenced in Article V,

Sec- 5.1 hereinabove, this Declaration may not be amended, modified or repealed without the express written consent of the City of Fort Lauderdale Zoning Administrator, or his successor, which such express written consent shall be in recorded form and which consent shall only be given when the proposed amendment, modification or repeal at issue is in accordance with the applicable zoning regulations of the City of Fort Lauderdale.

6.5. No amendment or modification of this Declaration that impairs the right, priority, remedy, or interest of a Mortgagee whose mortgage presently encumbers any or all Parcels shall be made without the prior written consent of such mortgagee. This paragraph shall not apply or be construed as a limitation on the Declarant or on any Owner under this Declaration to make amendments that adversely affect the Mortgagee.

6.6. If any part or section of this Declaration shall be declared invalid by a court of competent jurisdiction, it shall not be construed as an invalidation of any other part of this Declaration or of the Declaration in its entirety, and to this end the provisions of this Declaration are declared to be severable.

6.7. Throughout the language of this Declaration, a word importing the masculine gender only shall extend and be applied to females and to firms, partnerships and corporations as well as to males and the singular form of any noun or pronoun herein may be deemed to mean the corresponding plural form thereof and vice versa-

6.8. The covenants, restrictions, easements, and party wall agreement contained in this Declaration shall run with all of the lands described herein as "Unit A", "Unit B" "Unit C" and "Unit D", for the life of the aforementioned Party Wall, but shall create no right to any Owner in the lands of the others, except as herein set forth.

IN WITNESS WHEREOF, the Declarant has caused these presents to execute in its name this __day of_____, 20

Signed, sealed and delivered in the presence of :

Print Name:_____

OPF INVESTMENT LLC

by : _____

Title _____

I CERTIFY that on this ____ day of _____, 20__ before me, an officer duly authorized in the County aforesaid to take acknowledgments, _____, as managing member of OPF NVESTNIENT, LLC, is personally known to me or produced as identification, to be the person described in and who executed the foregoing instrument and he acknowledged before me executed the same

EXHIBIT "A"

LEGAL DESCRIPTION

COMPOSITE EXHIBIT "B"

PARCEL LEGAL DESCRIPTIONS

EXHIBIT "C"

SITE PLAN



NEIGHBORHOOD PARTICIPATION MEETING PROGRAM GUIDE

Neighborhood Participation Meeting Program
Ordinance #O-2009-017
Chapter 24, Article XII, Section 24-163(E)

ENGINEERING & COMMUNITY DEVELOPMENT DEPARTMENT
5399 North Dixie Highway, Suite 3, Oakland Park, Florida 33334
Office 954-630-4572
www.oaklandparkfl.gov

Submission Checklist

- ☒ Report on Neighborhood Participation Meeting. Report must include the following items:
 - ☒ Dates and locations of all meetings where Homeowners Associations and individuals met
 - ☒ Copies of the content shown to meeting participants such as plans, agendas, documents, renderings (attach to report)
 - ☒ A list of individuals and Homeowners Associations or groups contacted and invited to attend the meeting
 - ☒ Meeting sign-in sheet (attach to report)
 - ☒ Summary of the concerns and issues discussed during the meeting (DO NOT represent the opinions of the participants at the meeting)
- ☒ Notarized Affidavit of Compliance (see attached).

"B"



278 NW 37TH ST. MIAMI, FL 33127
T 305-576-8063 F 305-576-5772

June 11th, 2019

Andrew Riddle, AICP
Senior Planner / DRC Project Manager
Engineering & Community Development Department
City of Oakland Park
5399 N. Dixie Highway, Suite 3
Oakland Park, FL 33334

NEIGHBORHOOD PARTICIPATION MEETING-SUMMARY

OPF TOWNHOUSES

1298 NE 35TH Street, Oakland Park, Florida

Dear Sir,

The comments/concerns from the neighbors and planning staff were as follows:

1. Vehicular access should not be from 35th Street. Plans have been revised to access from the alley and NW 13th Avenue.
2. Width of driveways to be confirmed. After the Neighborhood participation meeting driveways have been revised and discussed in a subsequent meeting with the Planning Department.
3. The bedroom in the ground level was questioned. The plan has been revised as to have bedrooms only in the second floor and better common areas at first floor.

Should you have any questions or need additional information concerning the above, please do not hesitate to contact me at (305-576-8063).

Sincerely,

A handwritten signature in blue ink, appearing to read "Jose L. Sanchez", followed by a large, stylized blue circular stamp or seal.

Jose L Sanchez, AIA
Principal
Praxis Architecture
AR 0016966

Neighborhood Participation Meeting Sign-In Sheet

Proposed Project Name: OPF TOWNHOMES
Meeting Location & Date: Collins Community Center 7/25/2018
Project Description: 3 UNIT TOWNHOMES

To HOA Group/Individual: Signing this sign-in sheet does not imply approval or support of the project, just confirmation that a meeting was held pursuant to the ordinance.

Participant Signatures:

1. GUY EITAN
2. JEFF BARNES
3. MANUEL MARIO GUEVARA
4. GUILLERMO KUBLER
5. JOSE L. SANCHEZ
6. DOUG WEISZ
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____

18. Guy Eitan
19. Jeff Barnes
20. Manuel Mario Guevara
21. Guillermo Kubler
22. Jose L. Sanchez
23. Doug Weisz
24. _____
25. _____
26. _____
27. _____
28. _____
29. _____
30. _____
31. _____
32. _____
33. _____
34. _____

Applicant/Property Owner Attendee or Representative Signature(s) (print names below):

MANUEL GUEVARA ; [Signature] ; _____

THIS PROPOSED DEVELOPMENT IS NOT ENDORSED BY THE CITY OF OAKLAND PARK AND IF SUBMITTED WILL BE REVIEWED FOR COMPLIANCE WITH ALL APPLICABLE CODES AND THE COMPREHENSIVE PLAN.

Neighborhood Participation Meeting Program Affidavits of Compliance

I certify that:

The Report on Neighborhood Participation Meeting Program submitted herewith is complete and accurate. I understand that I am solely responsible for the accuracy and completeness of this report and that any errors and/or omissions may result in the rejection of my Development Permit Application on grounds that it is incomplete or not accurate.


Complete Affidavits (A) or (B) depending on your circumstances:

Affidavit A

(A) Homeowners Association, Individual, or Executive Officer Meeting Verification & Signatures to Confirm Meeting (must attach sign-in sheet as verification):

Meeting Date: 7/25/2018 Time: 7:00 pm
Location: Collins Community Center

Applicant/Property Owner Signature(s):

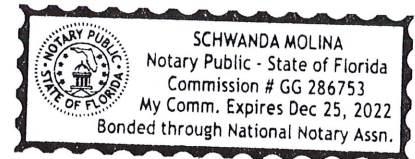


Print Name(s): Manuel H. Guevarra _____

STATE OF FLORIDA)
COUNTY OF BROWARD)

I hereby certify that on this day before me, an officer duly qualified to take acknowledgements, personally appeared _____, to me known or who produced 6160553570630 as identification, who signed the foregoing instrument and he acknowledged the execution thereof to be his free act and deed for the uses and purposes therein mentioned and acknowledged before me that he executed same. Witness my hand and official seal in County and State last aforesaid this 12 day of June, 2019.

****Meeting Verification & Sign-In sheet form must be attached.**



Affidavit B

(B) The individual or executive officer of the homeowners association was unavailable or refused to sign this certification. I am attaching a statement as to the efforts to contact them and, in the event of unavailability, the reasons as to why they did not sign the certification:

Meeting Date: 7/25/2018 Time: 7 p.m.
Location: Collins Community Center

Applicant/Property Owner Signature(s):

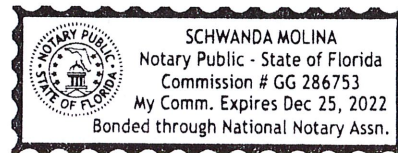

Print Name(s): Marcel H Guevara

STATE OF FLORIDA)
COUNTY OF BROWARD)

I hereby certify that on this day before me, an officer duly qualified to take acknowledgements, personally appeared _____, to me known or who produced 6160553570630 as identification, who signed the foregoing instrument and he acknowledged the execution thereof to be his free act and deed for the uses and purposes therein mentioned and acknowledged before me that he executed same.

Witness my hand and official seal in County and State last aforesaid this 12 day of June, 2019.

****Statement must be attached.**



DRC COMPLETENESS CHECK SHEET

Application #:

Rec'd Date: 5/31/2019

Compl Review: 6/4 (incomplete) / 6/13/2019

Project Name: GUEVARA TOWNHOMES

DRC Distr: 6/14/2019

Address: 1298 NE 35 ST

☐ APPLICATION FORM

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Statement of ownership and control of the proposed development. |
| <input type="checkbox"/> | Explanation of the method of maintaining any common or joint use areas |
| <input type="checkbox"/> | Traffic Study |
| <input type="checkbox"/> | Concurrency Worksheet |
| <input type="checkbox"/> | Neighborhood Participation Meeting Report |
| <input checked="" type="checkbox"/> | Project Narrative describing character and intended use of development |

☒ SURVEY

- | | |
|--------------------------|--|
| <input type="checkbox"/> | Signed, sealed and dated and must accurately reflect existing conditions |
| <input type="checkbox"/> | Rights of way and easements on site |
| <input type="checkbox"/> | Lot Boundaries, bearings and distances, setbacks for existing structures |
| <input type="checkbox"/> | Elevation Certificate |
| <input type="checkbox"/> | Full Legal Description |

☐ SITE PLAN SET

- | | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | Title Block including project name, site address, and design professional's phone number |
| <input checked="" type="checkbox"/> | Scale |
| <input checked="" type="checkbox"/> | North indicator |
| <input checked="" type="checkbox"/> | Location map showing relationship to major arterials |
| <input checked="" type="checkbox"/> | Drawing and revision dates, as applicable |
| <input checked="" type="checkbox"/> | Full legal description |
| <input checked="" type="checkbox"/> | Current use of property and intensity |
| <input checked="" type="checkbox"/> | Property lines (dimensioned) based on an exact survey of the property drawn to scale |
| <input checked="" type="checkbox"/> | Site area (sq. ft., net and gross acres) |
| <input checked="" type="checkbox"/> | Exact location of all buildings (footprints) - existing and proposed |
| <input checked="" type="checkbox"/> | Residential development: number of dwelling units, type, floor area(s), bedroom mix, site density (gross and net) |
| <input type="checkbox"/> | Non-residential development: uses, gross floor area |

<input checked="" type="checkbox"/>	Parking data: parking required (#), parking provided (#), loading zones, ADA spaces
<input checked="" type="checkbox"/>	Building height (expressed in feet above grade)
<input checked="" type="checkbox"/>	Structure length and width
<input checked="" type="checkbox"/>	Number of stories
<input checked="" type="checkbox"/>	Setback table (required vs. provided)
<input checked="" type="checkbox"/>	Building Coverage (in sq. ft. & % of site)
<input type="checkbox"/>	Vehicular use area (in sq. ft. & % of site)
<input checked="" type="checkbox"/>	Open space (in sq. ft. & % of site)
<input checked="" type="checkbox"/>	Pervious Areas (in sq. ft. & % of site)
<input checked="" type="checkbox"/>	Landscape area (in sq. ft. & % of site)
<input type="checkbox"/>	Zoning designation of adjacent properties with current use listed
<input checked="" type="checkbox"/>	Adjacent roadways and waterways and their widths
<input checked="" type="checkbox"/>	Building outlines of all existing and proposed structures (dimensioned)
<input checked="" type="checkbox"/>	Grades at crown of road, at curb, sidewalk, building entrance, finished floor, swales, basins, berms, etc.
<input checked="" type="checkbox"/>	Dimension for all site plan features (i.e., sidewalks, building lengths and widths, balconies, parking spaces, street widths, etc.)
<input checked="" type="checkbox"/>	Mechanical equipment dimensioned from property lines
<input checked="" type="checkbox"/>	Setbacks and building separations (dimensioned)
<input checked="" type="checkbox"/>	Driveways, parking areas, pavement markings (including parking spaces delineated and dimensioned as well as handicapped spaces as applicable)
<input type="checkbox"/>	On-site light fixtures
<input type="checkbox"/>	Proposed ROW improvements (i.e. bus stops, curbs, tree plantings, etc.)
<input type="checkbox"/>	Project signage, location, shape and size (including traffic control signage)
<input type="checkbox"/>	Catch basins or other drainage control devices
<input type="checkbox"/>	Fire hydrants (including on-site and adjacent hydrants, show distances to structures)
<input type="checkbox"/>	Fire Rescue Vehicle turning radii
<input type="checkbox"/>	Easements (as applicable)
<input type="checkbox"/>	Indication of any site or building design methods used to conserve energy and/or water.
<input type="checkbox"/>	Indication of any site or building design methods used to incorporate the principles of Crime Prevention Through Environmental Design (CPTED)
<input type="checkbox"/>	Location and method of screening of refuse stations, storage areas and off-street loading areas.
<input type="checkbox"/>	Existing and proposed site elevations in topographic lines or spot elevations
<input checked="" type="checkbox"/>	Fence/wall (measured from the finished grade of the abutting property or crown of adjacent street)

<input type="checkbox"/>	<input type="checkbox"/>	Trash receptacles, benches, other street furniture
<input type="checkbox"/>	<input type="checkbox"/>	Photometric Plan with Foot – candle (spot or contour) readings must extend to all property lines.
<input type="checkbox"/>	<input type="checkbox"/>	Proposed or existing utility easements and fire hydrants and distance to structures.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Pavers, concrete, hardscape ground cover material
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Floorplan for every level with room dimensions and use of spaces
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Floor plan for every level of parking garage with parking space and circulation details

☐ **BUILDING ELEVATIONS**

<input type="checkbox"/>	<input checked="" type="checkbox"/>	All building facades with directional labels (i.e. North, South) and building names if more than one building
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Dimensions, including height/width of all structures
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Storefronts, awnings, entryway features, doors, windows
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Balconies, railings
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Dimensions of setbacks and required step backs from property lines
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Dimension grade at crown of road, at curb, sidewalk, building entrance, and finished floor
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Indicate architectural elements, materials and colors
<input type="checkbox"/>	<input checked="" type="checkbox"/>	proposed signage including materials, dimensions, illumination methods

☐ **LANDSCAPE PLAN INFORMATION (IN TABULAR FORM ON PLANS)**

<input type="checkbox"/>	<input checked="" type="checkbox"/>	Perimeter landscape area (including buffers adjacent to ROW)
<input type="checkbox"/>	<input type="checkbox"/>	Interior landscape area (15 sq. ft. per space)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Trees – parking lot interior required/provided:
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fencing plan including heights, materials, type
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Trees – perimeter required/provided:
<input type="checkbox"/>	<input checked="" type="checkbox"/>	All <u>existing</u> trees and palms, with information about their species names and sizes, number, and canopy (Indicate whether they are to remain, be relocated, or removed)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Names and locations for all proposed trees, shrubs and groundcover, with quantities noted at each location
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Plant list (note species, sizes, quantities and any appropriate specifications)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Show any required berms along right of way

☐ **SCHEMATIC ENGINEERING PLAN DETAILS:**

<input type="checkbox"/>	<input type="checkbox"/>	Outline of plan to provide water, sewer, roads, and drainage for the project
<input type="checkbox"/>	<input type="checkbox"/>	Signed and Sealed by a Registered Engineer.
<input type="checkbox"/>	<input type="checkbox"/>	Illustrate how first one (1) inch of rainfall will be retained onsite

☐ **DOWNTOWN MIXED USE DISTRICT (DMUD) (as applicable to the project)**

<input type="checkbox"/>	<input type="checkbox"/>	Narrative regarding payment of in lieu fee for parking requirements
<input type="checkbox"/>	<input type="checkbox"/>	Sample of materials including roofing tiles, pavers, exterior paints, or exterior materials (in color format on a plan or cut sheet)
<input type="checkbox"/>	<input type="checkbox"/>	For buildings over 3 stories in height, site plans, appropriate exhibits, public amenity cost estimates and narrative regarding participation in the building height incentive program
<input type="checkbox"/> <u>MIXED USE LAND DEVELOPMENT (MULD) (as applicable to the project)</u>		
<input type="checkbox"/>	<input type="checkbox"/>	Parking study for mixed use projects seeking 15% reduction
<input type="checkbox"/>	<input type="checkbox"/>	Narrative discussing compliance with the Required Design Components
<input type="checkbox"/>	<input type="checkbox"/>	Sample of materials including roofing tiles, pavers, exterior paints, or exterior materials (in color format on a plan or cut sheet)
<input type="checkbox"/>	<input type="checkbox"/>	For increased density provide, site plans, appropriate exhibits and narrative regarding participation in the optional design guidelines for increased density
<input type="checkbox"/>	<input type="checkbox"/>	For mixed – use projects, provide F.A.R. (max 2.0 commercial uses)
<input type="checkbox"/> <u>FEDERAL HIGHWAY MIXED USE BUSINESS AND ENTERTAINMENT OVERLAY DISTRICT (FHBED) (as applicable to the project)</u>		
<input type="checkbox"/>	<input type="checkbox"/>	For a sample of materials including roofing tiles, pavers, exterior paints, or exterior materials (in color format on a plan or cut sheet)
<input type="checkbox"/>	<input type="checkbox"/>	Provide written narrative and detailed drawings and plans illustrating intent to meet the seven (7) LEED pre-requisites.
<input type="checkbox"/>	<input type="checkbox"/>	Provide written narrative and detailed drawings and plans illustrating the applicant's intent to meet Tier 1 and or Tier 2.
<input type="checkbox"/>	<input type="checkbox"/>	Provide draft of the bond for staff review
<input type="checkbox"/>	<input type="checkbox"/>	Provide copy of LEED accreditation certificate for professional on design team

Mr. Kubler:

I have reviewed the application documents you provided on Friday, May 31, for the above referenced project for completeness and have identified the 7 items below.

Please provide the following:

1. Explanation of the method of maintaining any common or joint use areas. Do you have draft Covenants, Conditions, & Restrictions document?
Attached

2. Complete and provide Concurrency Worksheet (attached), including Broward County Public Schools.
Attached

3. Complete and provide the Neighborhood Participation summary of concerns and issues discussed during the meeting, the Affidavit, Sign-in Sheet (see attached).

4. Are you proposing any outdoor lighting fixtures? If yes, provide a photometric plan.

→ NO Outdoor lighting fixture, just wall sconces

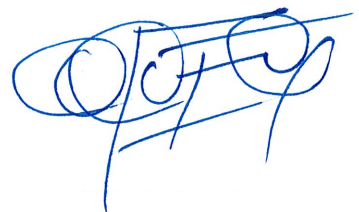
5. Are you proposing any project signage? If yes, provide sign details and location(s).

→ NO Signage

6. Provide a narrative describing any site or building design methods used to conserve energy and/or water.
Attached

7. Provide a narrative describing any site or building design methods used to incorporate the principles of Crime Prevention Through Environmental Design (CPTED). Attached

Thanks.



Andrew Riddle

From: Andrew Riddle
Sent: Tuesday, June 4, 2019 10:34 AM
To: guillermokubler@hotmail.com; mmguevara@hotmail.com
Cc: Andrew Riddle
Subject: Guevara Townhomes / 1298 NE 35 Street / 3-unit townhomes
Attachments: Service Demand Analysis Form (PDF).pdf; Neighborhood Participation Meeting Guide.pdf

Importance: High

Mr. Kubler:

I have reviewed the application documents you provided on Friday, May 31, for the above referenced project for completeness and have identified the 7 items below.

Please provide the following:

- ✓ 1. Explanation of the method of maintaining any common or joint use areas. Do you have draft Covenants, Conditions, & Restrictions document?
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- ✓ 4. Are you proposing any outdoor lighting fixtures? If yes, provide a photometric plan.
- ✓ 5. Are you proposing any project signage? If yes, provide sign details and location(s).
- ✓ 6. Provide a narrative describing any site or building design methods used to conserve energy and/or water.
- ✓ 7. Provide a narrative describing any site or building design methods used to incorporate the principles of Crime Prevention Through Environmental Design (CPTED).

Thanks.



Andrew Riddle, AICP
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