



**REQUEST:**      **Certificate of Appropriateness for Major Alteration**  
                          • **Removal of existing 5'-0" after-the-fact chain link fence and installation of a 6'-0" high green vinyl coated chain link fence and rolling gate with a green privacy screen.**

<b>Case Number</b>	PLN-HP-COA-20040001	<b>FMSF#</b>	
<b>Applicant/Owner</b>	Free Bethlehem Baptist Church		
<b>Agent</b>	Luke Joseph, Corner Stone Property Management LLC		
<b>Address</b>	721 SW 2nd Street		
<b>General Location</b>	Northeast corner of the SW 2nd Street and SW 8th Avenue intersection		
<b>Legal Description</b>	TOWN OF FT LAUDERDALE B-40 D W 176 FT M/L OF S 135 OF LOT 9 LESS W 20 FOR R/W BLK 20		
<b>Existing Use</b>	Industrial		
<b>Proposed Use</b>	Industrial		
<b>Zoning</b>	RMM-25		
<b>Applicable ULDR Sections</b>	47-24.11.D.3.c.i, 47-17.7.B		
<b>Authored By</b>	Trisha Logan, Historic Preservation Planner		

**Property Background:**

The property located at 721 SW 2nd Street is within the Sailboat Bend Historic District and the date of construction is 1945 per the Broward County Property Appraiser. The property includes a portion of a one-story commercial structure and an open lot which is partially utilized for parking to serve the existing business. In the 2009 Sailboat Bend Architectural Resources Survey this structure was listed as Compatible. This property received a violation from Community Enhancement and Compliance for the installation of the existing fencing without a permit.

This property was issued a variance from the Board of Adjustment (BOA) on September 14, 1971. As part of the variance, the property owner obtained permission for uses allowed in the adjacent lot. The order from the BOA permitted the property owner to construct a chain link fence, this is allowed in perpetuity and whoever owns the land in the future is also allowed to have a chain link fence as long as they comply with the other requirements in the variance as well as applicable sections of the ULDR that have been enacted since the initial variance approval such as requirements within the Sailboat Bend Historic District Materials and Design Guidelines and landscaping.

At the January 7, 2019, Historic Preservation Board (HPB) meeting, a request for a Certificate of Appropriateness to install a 6'-0" high green vinyl coated chain link fence and rolling gate was denied.

**Certificate of Appropriateness for Major Alteration**

Proposed plans call for the removal of the existing 5'-0" high galvanized chain link fence and gate which were installed without a permit and installation of a 6'-0" green vinyl coated chain link fence and rolling gate. The property includes a portion of a one-story commercial structure and an open lot which is partially utilized for parking to serve the business. Situated on the corner of SW 2nd Street and SW 8th Avenue the proposed new 6'-0" high green vinyl coated chain link fence will be placed along the perimeter of the



lot with a new green vinyl coated chain link sliding gate is the same location as the existing. Fencing and gate will be setback at least 3'-0" from the property line to comply with the Unified Land Development Regulations (ULDR). Noted on the plan it states that the existing sliding gate is to remain, however the applicant has clarified that it is intended that the gate is to remain in the same location but will be a 6'-0" green vinyl coated chain link gate to match the new fencing.

Acting as a buffer along the right-of-ways and the northern property line separating the industrial use from the abutting residential structures, the plans show the placement of "red tip" cocoplum hedges, clusia hedges, and green buttonwood trees.

Within the City of Fort Lauderdale's Historic Preservation Design Guidelines, it states that the following is encouraged and discouraged for new fencing and gates within the historic district:

**Encouraged:**

- Use of traditional materials for walls, fences, gates and other boundary markers in an appropriate manner
- Maintain building views open to the surrounding public streets and sidewalks
- Install fence posts towards the interior of a property
- Regular maintenance and upkeep to fences

**Discouraged:**

- × Block views to historic buildings and settings with solid walls, or dense fencing materials or planting
- × Use of non-traditional fencing materials such as vinyl
- × Chain link fences

As part of the Sailboat Bend Historic District Material and Design Guidelines it states that green vinyl coated chain link fencing is an acceptable material. In general, this material is acceptable along a rear property line rather than along the street, however in this case due to the existing BOA variance that was approved in 1971 the proposed chain link fence would be allowed but must comply with new regulations that have been put in place since the date of approval including the regulations for the Sailboat Bend Historic District.

The application has been reviewed for compliance with the ULDR and at this time the location of the landscaping along SW 8<sup>th</sup> Avenue and along the northern property line does not meet the requirements as outlined under Section 47-25.3 of the ULDR.

**Criteria for COA:**

Pursuant to Unified Land Development Regulations (ULDR), Section 47-24.11.C.3.c.i, in approving or denying applications for COAs for alterations, new construction, demolition or relocation, the HPB shall use the following general criteria:

ULDR, Section 47-24.11.D.3.c.i	Staff Response
b) <i>The relationship between such work and other structures on the landmark site or other property in the historic district;</i>	<p>The proposed fencing material is green vinyl coated chain link, which is a material listed within the Sailboat Bend Material and Design Guidelines. Typically, the placement of chain link fencing along a right-of-way or in front of a structure is discouraged in a historic district, however due to the BOA variance approved in 1971, it allows for chain link fencing in this location.</p> <p>Landscaping will be provided along the perimeter of the fencing to provide a buffer along the street frontage and an additional buffer of trees will be placed along the northern property line to provide an additional</p>



	separation between the abutting residential property.
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**Sailboat Bend Historic District material and design guidelines**

In addition, pursuant to ULDR, Section 47-17.7.A, the Sailboat Bend Historic District material and design guidelines shall be read in conjunction with the existing guidelines provided in this section and shall be utilized as additional criteria for the consideration of an application for a COA for new construction, alterations, relocation, and demolition.

ULDR Section 47-17.7.A	Staff Response
<p><b>5. Garden walls and fences.</b></p> <p>a. Materials and style.</p> <p>i. Stucco: float finish, smooth or coarse, machine spray, dashed or trowled.</p> <p>ii. Wood: picket, lattice, vertical wood board.</p> <p>iii. Masonry: coral, keystone or split face block; truncated or stacked bond block.</p> <p>iv. Metal: wrought iron, ESP aluminum, green vinyl coated chain link.</p> <p>b. Configurations.</p> <p>i. i. Front: spacing between pickets maximum six (6) inches clear.</p>	<p>The proposed fencing material is a green vinyl coated chain link which is a material listed within the Sailboat Bend Material and Design Guideline. Typically, the placement of chain link fencing along a right-of-way or in front of a structure is discouraged in a historic district, however due to the BOA variance approved in 1971, it allows for chain link fencing in this location.</p> <p>Plans show that the existing galvanized sliding gate is to remain, however the applicant has clarified that it is the intent to replace the gate to match the surrounding fencing. Additionally, plans show that the existing posts shall remain, however the posts should be painted to match the surrounding fencing which is required by the Sailboat Bend Material and Design Guidelines.</p>

**Summary Conclusion:**

Staff finds that the application for a COA for Major Alterations under case number PLN-HP-20040001 located at 721 SW 2<sup>nd</sup> Street partially meets the criteria as outlined in Section 47-24.11.D.3.c.i. of the ULDR, and partially meets the criteria for consideration of materials as listed under 47-17.7.B. of the ULDR.

The following conditions are provided for consideration by the HPB if the application is to be approved:

1. Existing fence posts shall be painted to match the surrounding chain link fencing.
2. Existing galvanized rolling gate shall be replaced with a new chain link rolling gate to match the surrounding fencing.
3. The site plan needs to be updated to specify approved materials for fencing and additional landscaping as required by Zoning.
4. This application is subject to the approval by Building, Zoning, and all ULDR requirements.

**Board Action**

Motion to **(approve, approve with conditions, or deny)** the resolution for a Certificate of Appropriateness for Major Alterations under case number PLN-HP-20040001 located at 721 SW 2nd Street based on the following findings of fact (i.e. Based on facts and findings as outlined in the staff memorandum) and (if conditions apply) is subject to the following conditions (state applicable conditions on the record).



# CERTIFICATE OF APPROPRIATENESS

Rev: 2 | Revision Date: 10/24/2019 | I.D. Number: DSD.UDP.HPBSB.COA

## SAILBOAT BEND HISTORIC DISTRICT

### HISTORIC PRESERVATION BOARD (HPB) Certificate of Appropriateness Application

#### Table of Contents:

- Deadline, Notes, and Fees
- Applicant Information Sheet
- Technical Specifications of Application
- Submittal Checklist

**DEADLINE:** Submittals must be received by 4:00 PM by submittal deadline (see website for dates) Monday through Thursday and prior to 12:00 PM on Friday. The Department will review all applications to determine completeness within thirty (30) days. Applicants will be notified via email, if plans do not meet the submittal requirements and if changes are required.

**FEES:** All applications for development permits are established by the City Commission, as set forth by resolution and amended from time to time. In addition to the application fee, any additional costs incurred by the City including review by a consultant on behalf of the City, or special advertising costs shall be paid by the applicant. Any additional costs, which are unknown at the time of application, but are later incurred by the City, shall be paid by the applicant prior to the issuance of a development permit.

<input checked="" type="checkbox"/> <b>Review &amp; Comment</b>	<b>\$ 230.00</b>
<input type="checkbox"/> <b>Major Alteration</b>	<b>\$ 310.00</b>
<input type="checkbox"/> <b>New Construction ≤ 2000 SF GFA</b>	<b>\$ 310.00</b>
<input type="checkbox"/> <b>New Construction &gt; 2000 SF GFA</b>	<b>\$ 560.00</b>
<input type="checkbox"/> <b>Demolition – Accessory</b>	<b>\$ 230.00</b>
<input type="checkbox"/> <b>Demolition – Primary</b>	<b>\$ 560.00</b>
<input type="checkbox"/> <b>Relocation</b>	<b>\$ 490.00</b>

# HPB Certificate of Appropriateness - Applicant Information Sheet

**INSTRUCTIONS:** The following information is requested pursuant to the City's Unified Land Development Regulations (ULDR). The application must be filled out accurately and completely. Please print or type and answer all questions. Indicate N/A if does not apply.

**NOTE:** To be filled out by Department

<b>Case Number</b>	CE17082515/ CE18022080	<b>Date of Complete Submittal</b>	
<b>Zoning Review</b>		<b>Landscape Review</b>	
<b>Case Intake</b>			

**NOTE:** For purpose of identification, the **PROPERTY OWNER** is the **APPLICANT**

<b>Property Owner's Name</b>	FREE BETHLEHEM BAPTIST CHURCH		
<b>Property Owner's Signature</b>	If a signed agent letter is provided, no signature is required on the application by the owner.		
<b>Address, City, State, Zip</b>	721 SW 2ND STREET FORT LAUDERDALE FL 33312		
<b>E-mail Address</b>	CORPORATE@ABNSITE.COM	<b>Phone Number</b>	954-479-6141
<b>Proof of Ownership</b>	<input type="checkbox"/> Warranty Deed or <input type="checkbox"/> Tax Record		

**NOTE:** If **AGENT** is to represent **OWNER**, notarized letter of consent is required

<b>Applicant / Agent's Name</b>	LUKE JOSEPH	<b>Signature</b>	
<b>Applicant / Agent's</b>	CORNER STONE PROPERTY MANAGEMENT LLC		
<b>Address, City, State, Zip</b>	2901 W CYPRESS CREEK ROAD STE 111, FORT LAUDERDALE FL 33309		
<b>E-mail Address</b>	CORPORATE@ABNSITE.COM	<b>Phone Number</b>	954-479-6141
<b>Letter of Consent Submitted</b>	YES		

<b>Project Name</b>	FENCE AND FLOOR REPAIR	<b>Project Address</b>	721 SW 2 STREET FT LDERDALE
<b>Legal Description</b>	TOWN OF FT LAUDERDALE B-40 D W 176 FT M/L OF S 135 OF LOT 9 LESS W 20 FOR R/W BLK 20		
<b>Tax ID Folio Numbers</b> (For all parcels in development)	5042 10 01 2550		
<b>Request / Description of Project</b>	REMOVING AND REPLACING THE CHAIN LINK FENCE AND A GREEN PRIVACY SCREEN. ADDING A FRENCH DRAIN IN FRONT OF THE GATE TO COLLECT THE RUNNING RAIN WATER. ALSO FIXING THE LANDSCAPING.		
<b>Applicable ULDR Sections</b>			
<b>Current Zoning Designation</b>	COMMERCIAL	<b>Current Use of Property</b>	MECHANIC SHOP

<b>Dimensional Requirements</b>	<b>Required</b>	<b>Proposed</b>
<b>Building Height (Feet / Levels)</b>	/	/
<b>Structure Length</b>		
<b>Landscape Area</b>		

## TECHNICAL SPECIFICATIONS:

**This page must be filled in. An attached narrative may be included but cannot substitute for completing this section.**

Description of the Project

1. **Yards.** Is a Yard Reduction or Minimum Distance Separation Required?  Yes  No  
(If Yes, please complete the remainder of this section)

Front of Building Faces:  North  South  East  West  Other

Principal Structure Yard Setbacks (Feet): Front  Rear  Left Side  Right Side   
Street Side?  N/A  Left  Right

Accessory Structure #1 Yard Setbacks (Feet): Front  Rear  Left Side  Right Side   
Street Side?  N/A  Left  Right

Accessory Structure #2 Yard Setbacks (Feet): Front  Rear  Left Side  Right Side   
Street Side?  N/A  Left ( ) Right

Distance Between Structures (Feet): Principal Structure and Accessory Structure #1: \_\_\_\_\_  
Principal Structure and Accessory Structure #2: \_\_\_\_\_

3. **Material and Design Guidelines.** Shown below are the Sailboat Bend Historic District Material and Design Guidelines. If you choose to use a material or design not listed in the guidelines, check the "Other\*" box and be prepared to present to the Historic Preservation Board your justification for proposing a material or design which does not conform to the guidelines.

### a) Exterior Building Walls N/A

1) Stucco  
Finish:  Float;  Smooth;  Coarse;  Machine Spray;  Dashed;  Trowelled;  Other\* \_\_\_\_\_

2) Wood  
Finish:  Clapboard, 3 1/2"-7" to the weather;  Shingles, 7" to the weather;  
 Board and Batten, 8"-12" to the weather;  Shiplap Siding Smooth Face, 4"-8" to the weather;  
 Other\* \_\_\_\_\_

3) Masonry  
Finish:  Coral;  Keystone;  Split Face Block;  
 Truncated Block;  Stack Bond Block;  Other\* \_\_\_\_\_

### b) Windows and Doors N/A

1) Glass Block

2) Glass:  Clear;  Stained;  Leaded;  Beveled;  Non-Reflective-Tinted;  Other\* \_\_\_\_\_

3) Translucent Glass:  Side Elevation;  Rear Elevation;  Other\* \_\_\_\_\_

4) Skylights:  Flat Skylights in Sloped Roofs;  Domed Skylights in Flat Roofs Behind Parapet;  Other\* \_\_\_\_\_

5) Window Frame Materials:  Wood-Painted or Stained;  Wood-Vinyl Clad;  Wood-Aluminum Clad  
 Steel;  Aluminum;  Other\* \_\_\_\_\_

### c) Configurations N/A

1) Garage Doors - 9' Maximum Width;  Other\* \_\_\_\_\_

2) Windows (check all applicable):  Square;  Rectangular;  Circular;  Semi-Circular;  Semi-Ellipse;  
 Octagonal;  Diamond;  Triangular-Gables End Only;  Other\* \_\_\_\_\_

### d) Window Operations N/A

Single Hung;  Double Hung;  Casement;  Fixed with Frame;  Awning;

Sliders-Side and Rear Only;  Jalousie;  Louvers;  Other\* \_\_\_\_\_

**TECHNICAL SPECIFICATIONS:**

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**e) General**  **N/A**

- Operable Shutters Sized to Match Openings;  Non-Operable Shutters\*
- Jalousies: (  ) Wood; (  ) Metal
- Awnings: (  ) Wood; (  ) Canvas; (  ) Other\* \_\_\_\_\_
- Interior Security Grilles
- Bahama Shutters: (  ) Wood; (  ) Other\* \_\_\_\_\_
- Screened Windows; (  ) Screened Doors; (  ) Other\* \_\_\_\_\_

**f) Roofs and Gutters**  **N/A**

- 1) **Roofs Materials:**  Terra-Cotta;  Cement Tiles;  Cedar Shakes;  Steel Standing Seam;  5-V Crimp  
 Galvanized Metal Shingles;  Fiberglass/Asphalt Shingles;  Copper Shingles;  
 Built-Up Roof behind Parapets;  Victorian Pattern;  Diamond Pattern;  
 Other\* \_\_\_\_\_

- 2) **Gutters:**  Exposed Half-Round;  Copper;  ESP Aluminum; Galvanized Steel;  
 Wood-Lined with Metal;  Other\* \_\_\_\_\_

3) **Roof Configuration:**

- Type -  Simple Gable;  Hip
- Pitch -  No less than 3:12 and no more than 8:12 (< 3:12 or > 8:12 requires DRC approval)  
 Shed Roof attached to a higher wall (Any pitch less than 3:12 requires HPB approval)  
 Tower Roof (Any slope is allowed)  
 Flat with Parapet;  Flat with Railings; Other\* \_\_\_\_\_  
 Rafter s in Overhangs to be Exposed; Other\* \_\_\_\_\_  
 Solar Collectors or Turbine Fans (Rear Part of Roof)

**g) Outbuildings**  **N/A**

- Outbuilding rider attached

**h) Garden Walls and Fences**  **N/A**

- 1) **Materials/Style:**  Stucco Finish:  Float;  Smooth;  Coarse;  Machine Spray;  
 Dashed or Trowelled;  Other\* \_\_\_\_\_  
 Wood:  Picket;  Lattice;  Vertical Wood Board;  Other\* \_\_\_\_\_  
 Masonry:  Coral;  Keystone;  Split Face Block;  Truncated Block;  Stacked Bond Block;  
 Other\* \_\_\_\_\_  
 Metal:  Wrought Iron;  ESP Aluminum;  
 Chainlink (Green Vinyl Coated) \_\_\_\_\_;  
 Other\* \_\_\_\_\_

- 2) **Configurations:**  Front Yards spacing between pickets maximum 6" clear

**i) Arcades and Porches**  **N/A**

- Materials/Style:**  Stucco Finish (At Piers and Arches only)  Float;  Smooth;  Coarse;  
 Dashed;  Trowelled;  Machine Spray;  
 Other\* \_\_\_\_\_  
 Wood (Posts and Columns)  
 Masonry (At Piers and Arches only)  Coral;  Keystone;  Split Face Block;  
 Truncated Block;  Stacked Bond Block;  
 Other\* \_\_\_\_\_  
 Metal (At Railings only)  Wrought Iron;  ESP Aluminum;  
 Other\* \_\_\_\_\_

## SUBMITTAL CHECKLIST

Applicant shall provide to the Urban Design & Planning counter a complete application, one (1) full set of plans, and any additional requirements, as specified below. Within five (5) days of receipt, Urban Design & Planning staff shall review the application to determine its completeness and compliance with the ULDR.

For cases that require a hearing before the Historic Preservation Board, the applicant will be required to submit one (1) original and twelve (12) additional sets of plans / applications/photos with any additional requirements.

*\*The City of Fort Lauderdale is committed to serving the needs of all of its citizens and visitors, and our goal is to ensure access to information for a diverse audience. Please incorporate accessibility design standards to meet Universal Design concepts supported by the W3C Guidelines and ADA Accessibility Requirements into all application submittal documents.*

### FOR ALL APPLICATIONS

- Complete application. No items are to be left blank. If it does not apply, indicate with 'N/A'.
- Provide Proof of Ownership
- Property owners signature and/or agent letter signed by the property owner
- One (1) sealed survey
- One (1) vicinity map (typically on the survey)
- One (1) electronic version of complete application and plans in PDF format

### NEW CONSTRUCTION & ALTERATION

- Photos of that part of the building that will be modified (e.g., if front elevation is to be modified, supply a photo of the front and label it with the direction it faces [i.e. FRONT – NORTH] ).
- One (1) set of sealed drawings that include the site plan, building elevations and floor plan. All drawings must be drawn to scale.
- One (1) landscape plan for any multi family or non-residential development.
- One (1) set of Product Approvals, Manufacturers' Specifications, or brochures for all building features to be modified (i.e. windows, doors, roofs, fences, siding, garages, carports, etc.)

### FOR NEW CONSTRUCTION ONLY:

- Photos or elevation drawings of buildings adjacent to the subject site.

### DEMOLITION:

- Demolition Rider completely filled out, signed and dated with all required documents listed in Demolition Rider.

### RELOCATION:

- A site plan showing the property as it currently exists and a proposed site plan of how the property will look once the building is relocated.
- Narrative describing what the plans are for the site to be vacated, whether the building or structure can be moved without sufficient damage to its physical integrity, and the compatibility of the building or structure to its proposed site and adjacent properties.
- Photos of all sides of structure to be relocated and label the direction each side faces. If structure is to be relocated to another site, photos of that site as well.

### REVIEW AND COMMENT:

- Demolition Rider completely filled out, signed and dated with all required documents listed in Demolition Rider.

### RELOCATION

- A site plan showing the property as it currently exists and a proposed site plan of how the property will look once the building is relocated.
- Narrative describing what the plans are for the site to be vacated, whether the building or structure can be moved without sufficient damage to its physical integrity, and the compatibility of the building or structure to its proposed site and adjacent properties.
- Photos of all sides of structure to be relocated and label the direction each side faces. If structure is to be relocated to another site, photos of that site as well.

## Applicant's Affidavit

I acknowledge that all requirements as listed above of this application are met.

Print Name **LUKE JOSEPH**

Signature 

Date **03/15/2020**



DEPARTMENT OF SUSTAINABLE DEVELOPMENT  
ZONING AFFIDAVIT

Rev: 1 | Revision Date: 2/16/2017 | Print Date: 2/16/2017  
I.D. Number: ZA

**ZONING A F F I D A V I T**

STATE OF FLORIDA )

BROWARD COUNTY )

BEFORE ME, personally appeared Free Bethlehem Baptist church Inc  
(Affiants Name)

present owner of Town of Ft-Lauderdale B-40 DW 176 FT M/L of 5 135 of lot 9  
(Legal Description)

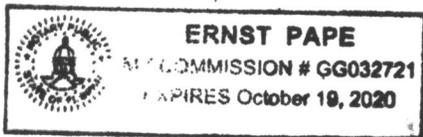
located at 721 SW 2<sup>nd</sup> ST, Fort-Lauderdale, Fl, 33312  
(Street Address)

who, first being duly sworn, deposes and states that no additions or changes to the property have been made since the date shown on the attached survey.

Affiant also acknowledges that this survey is not valid without a raised seal and assumes all responsibility and liability for any alterations that may have been made to this survey.

[Handwritten Signature]  
(Affiants Signature)

Sworn to and subscribed before me this 10 day  
of APRIL, 2018



[Handwritten Signature] Notary Public

My Commission Expires: OCT 19, 2020



# CHAINLINK FENCE TABLE

Rev: 1 | Revision Date: 2/21/2017 | Print Date: 2/21/2017  
I.D. Number: CLFT

## 2223.10.4

See Section 2222 for additional requirements for metal building systems and components.

## 2223.11 Inspection.

Reserved.

## SECTION 2224 HIGH-VELOCITY HURRICANE ZONES— CHAIN LINK FENCES

TABLE 2224 CHAIN LINK FENCE MINIMUM REQUIREMENTS

Fence Height (ft)	Terminal Post Dimensions (o.d. x wall thickness) (in inches)	Line Post Dimensions (o.d. x wall thickness) (in inches)	Terminal Post Concrete Foundation Size (diameter x depth) (in inches)	Line Post Concrete Foundation Size (diameter x depth) (in inches)
Up to 4	2 <sup>3</sup> / <sub>8</sub> x 0.042	1 <sup>5</sup> / <sub>8</sub> x 0.047	10 x 24	8 x 24
Over 4 to 5	2 <sup>3</sup> / <sub>8</sub> x 0.042	1 <sup>7</sup> / <sub>8</sub> x 0.055	10 x 24	8 x 24
Over 5 to 6	2 <sup>3</sup> / <sub>8</sub> x 0.042	1 <sup>7</sup> / <sub>8</sub> x 0.065	10 x 24	8 x 24
Over 6 to 8	2 <sup>3</sup> / <sub>8</sub> x 0.110	2 <sup>3</sup> / <sub>8</sub> x 0.095	10 x 36	10 x 36
Over 8 to 10	2 <sup>7</sup> / <sub>8</sub> x 0.110	2 <sup>3</sup> / <sub>8</sub> x 0.130	12 x 40	10 x 40
Over 10 to 12	2 <sup>7</sup> / <sub>8</sub> x 0.160	2 <sup>7</sup> / <sub>8</sub> x 0.120	12 x 42	12 x 42

For SI: 1 inch = 25.4 mm.

### NOTES:

1. This table is applicable only to fences with unrestricted airflow.
2. Fabric: 12<sup>1</sup>/<sub>2</sub> gauge minimum.
3. Tension bands: Use one less than the height of the fence in feet evenly spaced.
4. Fabric ties: Must be minimum the same gauge of the fabric.
5. Fabric tie spacing on the top rail: Five ties between posts, evenly spaced.
6. Fabric tie spacing on line posts: One less than height of the fence in feet, evenly spaced.
7. Either top rail or top tension wire shall be used.
8. Braces must be used at terminal posts if top tension wire is used instead of top rail.
9. Post spacing: 10 foot (3 m) on center maximum.
10. Posts shall be embedded to within 6 inches (152 mm) from the bottom of the foundation.
11. In order to follow the contour of the land, the bottom of the fence may clear the contour of the ground by up to 5 inches (127 mm) without increasing table values to the next higher limit.

## 2224.1

Chain link fences in excess of 12 feet (3.7 m) in height shall be designed according to the loads specified in Chapter 16 (High-Velocity Hurricane Zones).

## 2224.2

Chain link fences less than 12 feet (3.7 m) in height shall be designed according to the loads specified in Chapter 16 (High-Velocity Hurricane Zones) or may be constructed to meet the minimum requirements specified in Table 2224.

Prepared by:  
Name: Robert J. Slotkin, Esq.  
633 S. Andrews Avenue, Suite 200  
Fort Lauderdale, FL 33301

Return to:

Property Folio 5042 10 01 2550

### WARRANTY DEED

THIS WARRANTY DEED, made this 17 day of MAY, 2013, Between **SEVEN TWENTY-ONE SOUTHWEST CORP, a dissolved Florida Corporation, ("Grantor"), and FREE BETHLEHEM BAPTIST CHURCH, INC., a Florida Non-Profit Corporation, hereinafter known as "Grantee",** whose post office address is 714 S.W. 1<sup>st</sup> Street, Fort Lauderdale, Broward County, State of Florida

(Wherever used herein the terms "Grantor" and "Grantee" include all of the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of the corporations.)

**WITNESSETH:** That said Grantor, for and in consideration of the sum of Ten DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, release, conveys and confirms unto the GRANTEE and GRANTEE's successors and assigns forever all that certain land situate, lying and being in Broward County, Florida, to-wit:

A portion of Lot Nine (9) in Block Twenty (20), "TOWN OF FORT LAUDERDALE", according to the Plat thereof, as recorded in Plat Book B, at Page 40, of the Public Records of Miami-Dade County, Florida. Said lands situate, lying and being in Broward County, Florida, and being in the NW 1/4 of Section 10, Township 50 South, Range 42 East, and being more particularly described as follows:

Commence at the Southwest corner of said Lot 9, said corner being on the centerline of S.W. 8th Avenue and 20 feet North of the centerline of S.W. 2nd Street; thence North 90°00'00" East along the North right of way line of S.W. 2 Street for a distance of 20.00 feet to a point on the East right of way line S.W. 8th Avenue, said right of way line being 20.00 feet East of and parallel to the centerline of S.W. 8th Avenue and the Point of Beginning; thence North 00°07'15" West for a distance of 135.00 feet along the East right of way line of S.W. 8th Avenue to a point on the South right of way line of Alley as per Plat Book 3, at Page 15 of the Public Records of Miami-Dade County, Florida; thence North 90°00'00" East for a distance of 146.63 feet along the South line of said alley to a point, thence South 00°59'54" East along the center of a common wall for a distance of 135.00 feet, to a point on the North right of way line of SW 2nd Street, said right of way line being 20.00 feet North of and parallel to the centerline of SW 2nd Street; thence South 90°00'00" West along the said North right of way line of SW 2nd Street for a distance of 148.70 feet to the Point of Beginning.

**Tax folio number: 10210-01-25500**

Subject to restrictions, reservations and easements of record, if any, and taxes subsequent to 2013 and said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

This conveyance is being made for the purpose of winding up the affairs of the dissolved corporation

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]  
Signature of Witness  
Scott Mallet  
Printed Name of Witness

Seven Twenty-One Southwest Corp., a dissolved Florida corporation,

By: [Signature]  
Steven Milgrom, President/Trustee  
P.O. Address: 721 SW 2 St, Fort Lauderdale, FL

[Signature]  
Signature of Witness  
Robert J Slotkin  
Printed Name of Witness

(seal)

(5)

STATE OF FLORIDA )  
 )  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 17 day of MAY, 2013  
by Steven Milgrom, who is personally known to me or who produced \_\_\_\_\_ as  
identification.

Notary Public \_\_\_\_\_  
Print / Type name of Notary Public  
my commission expires: \_\_\_\_\_



January 24, 2013  
Action in Lieu of Special meeting

**RESOLUTION TAKEN AT SPECIAL MEETING OF  
BOARD OF DIRECTORS AND SHAREHOLDERS  
TO SELL CORPORATE ASSETS**  
*(Seven Twenty-One Southwest Corp.)*

WHEREAS THE FOLLOWING MATTERS WERE TAKEN UP BY THE BOARD OF DIRECTORS:

1. The corporation owns a commercial property in Broward County, described as 721 SW 2 Street, Fort Lauderdale, FL.
2. The Corporation has been approached by Free Bethlehem Baptist Church, Inc. and/or assigns, to buy the business property for \$335,000.00
3. The Corporation considers the offer advantageous as the property taxes and mortgage are in arrears (which is not being taken subject to and which will have to be paid prior to closing) and the principal officers have had recent health problems.
4. The Board has consulted with a real estate professional and has determined that the offering price is reasonable and represents good value;
5. The Board concludes that the market value of the property is not likely to increase significantly in the foreseeable future.
6. Free Bethlehem Baptist Church, Inc. has requested as part of the transaction that the Corporation accept a promissory note and mortgage securing the indebtedness of \$185,000.00 at 7.5% over 7 years;
7. The corporate charter was administratively dissolved by the Secretary of State for failure to file an Annual Report. Accordingly, the Note and Mortgage indebtedness will be assigned to the shareholders in proportion to their interests.

*THE FOREGOING HAVING BEEN DISCUSSED AND CONSIDERED, IT IS  
RESOLVED AS FOLLOWS:*

1. The Corporation is authorized to sell the property to Free Bethlehem Baptist Church, Inc. for \$335,000.00.
2. The Directors are empowered to prepare and sign a Purchase and Sale Agreement,

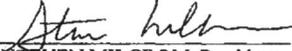
Warranty Deed and any other documents necessary to effect a transfer of real estate assets from Seven Twenty-One Southwest Corp. to Free Bethlehem Baptist Church, Inc.

3. The Corporation is authorized to accept a note and mortgage securing the indebtedness at \$185,000.00 at 7.5% over 7 years as part of the purchase price.
4. The Corporation is authorized to execute an Assignment of the corporation's rights and interest under the Note and purchase money mortgage to the shareholders, Steven and Carol Milgrom, Francis and Latricia Haight and Luciano Antonini, Trustee.

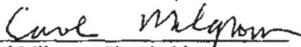
NO FURTHER BUSINESS CAME BEFORE THE BOARD.

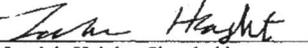
Signed and sealed this 24 day of January, 2013.

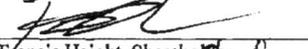
SEVEN TWENTY-ONE SOUTHWEST CORP.,  
A Florida Corporation,

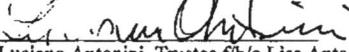
  
By: STEVEN MILGROM, President  
(SEAL)

  
Steven Milgrom, Shareholder

  
Carol Milgrom, Shareholder

  
Latricia Haight, Shareholder

  
Francis Haight, Shareholder

  
Luciano Antonini, Trustee f/b/o Lisa Antonini, Julie Antonini and Marc Antonini,

CERTIFICATION OF CORPORATION SECRETARY

Ronda Mason

Signature of Witness

Ronda Mason

Printed Name of Witness

Steven Milgrom (SEAL)

Steven Milgrom, President, Seven Twenty-One Southwest Corp

SWORN TO AND SUBSCRIBED before me this 17 day of May, 2013 by Steven Milgrom, who is personally known to me or who produced identification.

[Signature]  
Notary Public

Print / Type name of Notary Public

my commission expires:



ROBERT J. SLOTKIN  
MY COMMISSION # DD 976534  
EXPIRES: March 29, 2014  
Bonded Thru Budget Notary Services

X [Signature] X

**CORNER STONE PROPERTY MANAGEMENT COMMERCIAL PROPERTY  
MANAGEMENT AGREEMENT**

1. I/WE Free Enterprise Bethelton agree to hire **Corner Stone Property Management Services LLC** as the managing company for my property (**description of property see Exhibit below**) located in **Broward County**. This agreement shall be governed by and construed in accordance with the laws of the State of Florida with venue in **Said County**. Subject property will be offered to prospective Leases without regard to race, color, religion, sex, national origin, age, family status, or handicapped persons.
2. The term of this agreement shall begin on **May 11<sup>th</sup> 2017** and will continue in force until terminated by either party with a thirty (30) day written notice and delivered by certified mail. Owner reserves the right to terminate this agreement with thirty (30) days written notice at any time if in the opinion of Owner's legal counsel, that manager's actions or inactions are illegal, improper, or jeopardize the safety or welfare of any tenant or other persons. In the event of a 30 day written notice termination by either party, manager (s) will continue to manage the property until the end of the next month and owner (s) agrees to continue paying the manager (s) until such date. If, within the term of this Agreement (including any renewals) or within 180 days after termination, a tenant shall enter into a purchase agreement or lease/option to purchase the Property, or if within the term of this Agreement (including any renewals), Owner shall decide to sell the Property on the market, manager shall be deemed the procuring cause of the sale, and Owner shall pay Broker a fee of % of the selling price.
3. Owner agrees to pay the Manager <sup>9%</sup> **10% monthly management fees (Furnished/Unfurnished Rentals)** for all gross rent collected. Management fees are only collected when units are rented. Manager shall collect from tenants and retain all of the following: a non-negotiable check charge, late fees (5%), and application fees. All fees are compensation for Manager's time and effort in collection and manager shall not account to Owner for such charges, commissions, and/or fees. Management shall use due diligence in processing and forwarding rental proceeds via Automatic Clearing House (ACH), but does reserve ten (10) business days after the deposit of the rent for disbursement of funds
4. The Owner hereby represents and warrants to Manager that they are the sole owners of title to the property or is fully authorized to enter into this agreement as a binding enforceable agreement of the owner(s) property. Owner has full right, power and

| 2901 West Cypress Creek Road Suite 111 Fort Lauderdale FL 33309

Phone: (877) 943-9998 Fax: (954) 653-3870

Initials: Owner(s) WBE ME

Manager W

authority to engage and appoint the Manager for the purposes and consideration herein set forth and to enter into this agreement. Owner represents that the property is not currently subject to any outstanding default, foreclosure, contract of sale, option to purchase, contract for deed, or any other contractual obligation which would conflict with, preclude, or prohibit Manager from discharging its duties described herein. Owner has no knowledge of any environmental hazards related to property and agrees that if any environmental hazards arise that the owner takes full responsibility of any cost in removing such hazards.

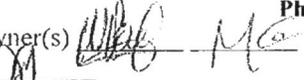
## 5. MANAGEMENT SERVICES

- A. **Leasing Negotiations:** The Manager shall negotiate and prepare new leases within the rental price parameters and guidelines set by the Owner. The manager shall also negotiate lease renewals as well as terminations of existing leases as deemed appropriate by Owner or Manager. MANAGER is authorized for and in behalf of OWNER, to execute leases and lease renewals. Upon execution of a lease, Manager shall collect from the Tenant all prorated rents plus a refundable Security Deposit.
- A. **Security Deposits:** Owner agrees that Manager shall collect a minimum of one month's rent as a security deposit from owner's tenants. The security deposit will be held in a separate account by Manager. Upon OWNER's tenants vacating the property, MANAGER shall have sole judgment regarding the disposition of this security deposit. MANAGER shall solely determine whether any claims against the security deposit are to be made for default, for cleaning or damages, or whether no claims are to be made. In the event of tenant default, MANAGER may use claimed security deposit funds to improve OWNER's property as MANAGER deems appropriate, without MANAGER being subject to \$250 per incident repair authority, any balance left in the security deposit afterwards will be returned to owner.
- B. **Advertising:** Manager shall advertise such Property as is available for rent **on Post lets, Craigslist, Face book, Backpage, MLS** (where applicable) and arrange for such ads, signs, photographs, or other forms of advertising as many appear advisable. Owner agrees to pay Owner agrees to pay an amount equal to **one month** worth of rent for the **marketing** and the **leasing** of the property. Manager agrees to show the property at least 3 times a week until unit is rented.
- C. **Rent Collection, Accounting & Disbursements of Funds:** The Manager shall collect the rent promptly when such amount comes due, taking all necessary steps to collect same and performing all reasonable acts on behalf of the Owner for the protection of the Owner in collection of such amount. Rent will be deposited transferred or deposited in

| 2901 West Cypress Creek Road Suite 111 Fort Lauderdale FL 33309

Phone: (877) 943-9998 Fax: (954) 653-3870

Initials: Owner(s) \_\_\_\_\_  
Manager \_\_\_\_\_



the owner's account by the 10<sup>th</sup> day of every month. Manager will render to owner monthly and annual statements of income, expenses, and charges with the disbursement of funds to owner in a timely manner.

- D. **Repair & Maintenance:** Owner gives Manager the authority to coordinate necessary repairs to preserve property in present condition and gives manager the right to spend in the amount not to exceed \$250.00 in any one occurrence to purchase items, cleaning, make repairs, and pay for same out of Owner's funds and if inadequate, Owner shall be billed for the difference. In case of emergency, i.e. air conditioning, heat, refrigerator, range or plumbing or any other repair the agent deems an emergency and or necessary in the manager's sole judgment for the safety of the tenant(s) or the welfare of the property, manager has authority to institute repairs, even if over the aforementioned limit. In order to maintain the repair account, Owner will provide manager with \$250; manager may replenish it from the rents when received. In the event repairs are made, Manager shall withhold the amount disbursed from the next ensuing rent payment or from any rents received but not yet forwarded to Owner. Manager will hire, discharge, supervise and pay all independent contractor and vendor on behalf of Owner as required for the operation and management of the Property. It's Corner Stone's policy to only recommend and hire those that are license, bonded, certified and insured. Manager should not be held liable for the acts or omissions of any employee, independent contractor or any person hired to do repair on the Property. Manager will arrange for all repairs, inspections, maintenance and cleanings, unless Owner has notified manager in writing prior to the commencement of repairs to use someone else that Owner has selected, and Owner makes arrangements with third party direct. Owner agrees that they shall pay third party direct and shall indemnify and hold Manager harmless for payment of same.
- E. **Walk-Through and Inspections:** All walk-through of the property performed by manager primarily for the purpose of discovering or noting certain cosmetic conditions which may or may not affect the property's working condition and is intended to affirm the "AS IS" condition of the property. Manager will perform periodic inspections of property to ensure it's well maintained by Tenant
- F. **Tenant's Screening:** An extensive screening (credit, background, eviction, employment) is performed on every prospective tenant (at tenant's expense) as soon as we receive the application.

| 2901 West Cypress Creek Road Suite 111 Fort Lauderdale FL 33309

Phone: (877) 943-9998 Fax: (954) 653-3870

Initials: Owner(s) \_\_\_\_\_  
Manager \_\_\_\_\_

*WPS* \_\_\_\_\_  
*MG* \_\_\_\_\_

**6. OWNER'S OBLIGATIONS**

- A. **Indemnification:** Owner shall indemnify and hold manager and its employees, agents, officers and directors harmless from liability for any and all claims, costs, suits and damages, including attorney's fee, arising directly or indirectly out of or in connection with the management and operation of the Property, and to any acts or omissions, statements, or representations made by manager in the performance or non-performance of manager's duties and relating to all contractual liabilities that may be alleged or imposed against manager. Owner's duty to indemnify shall survive not more than 24 months after the termination of this agreement. Manager shall have no responsibility for personal property, furniture and furnishings contained in the Property. Manager assumes no liability whatsoever for any acts or omissions of OWNER, or by a previous management or other managers of either. Nor does MANAGER assume any liability for previously unknown violations of environmental or other regulations, which may become known during the period this agreement, is in effect.
  
- B. **Insurance:** Owner shall carry, at his or her own expense, public liability and extended coverage insurance and other such insurance as may be necessary or appropriate. Owner shall hold manager harmless for any and all claims arising out of ownership of property. Said Policies shall provide that the **Notice of Default or Cancellation** will be sent to Owner as well as Manager. If the property is covered by a blanket policy with a condominium Homeowners Association, Owner shall provide Manager with information regarding this policy, including, but not limited to, all information necessary to file a claim.
  
- C. **Warranties:** Owner shall provide Manager with a copy of all **current warranties** on installed equipment and any service agreements and the names of those authorized to perform warranty repairs. If owner fails to provide manager with a copy of such warranties and the identity of those authorized to make warranty repairs, owner agrees to pay for work performed by an independent contractor hired to make such repairs. Additionally, owner shall be solely responsible for conducting the initial inspection and walk-thru of newly constructed properties and providing the builder with a list of needed repairs. Owner shall also be responsible for ensuring that the builder makes all repairs listed on the initial walk-thru list.
  
- D. **Rekeying, Carpeting and Lawn Maintenance:** Owner shall initially bear the cost of rekeying each door to the premises. Upon termination of each tenant, all locks will be changed and a re-key charge will be retained from the tenant's security deposit **only if all** keys are not returned at move-out. Owner shall provide manager with three (3) sets of keys to the premises or bear the expense of having the required number of keys made. Owner agrees to have carpets professionally cleaned or replaced upon vacating the premises. Upon termination of each tenant, carpets will be cleaned or replaced and that charge will be obtained from the tenant's security deposit. Owner is advised to provide a

2901 West Cypress Creek Road Suite 111 Fort Lauderdale FL 33309

Phone: (877) 943-9998 Fax: (954) 653-3870

Initials: Owner(s) \_\_\_\_\_

Manager AM

monthly or quarterly lawn maintenance service to include fertilization and pest control.  
CORNER STONE PROPERTY MANAGEMENT SERVICES LLC ASSUMES NO LIABILITY FOR  
CONDITIONS OR DESTRUCTION OF ANY LAWN, SHRUBS, OR TREES.

- E. **Compliance with Laws:** Owner agrees to comply with or abide by any law prohibiting, or making illegal, discrimination on the basis of race, sex, color, religion, national origin, familial status, or mental or physical handicap. If Owner shall fail or refuse to comply with or abide by any rule, order, determination, ordinance or law of any federal, state or municipal authority, or fail to authorize expedient repair or replacement or equipment necessary or the health, safety or welfare of Tenant, Manager, upon giving twenty-four (24) hours written notice may terminate this agreement.
- F. **Legal Proceedings:** With prior approval from the Owner, the Manager shall have the authority to sign and serve notices and terminate tenancies as deemed reasonable by manager and initiate and prosecute eviction action to remove Tenant and recover possession of the property. Owner agrees to pay reasonable attorney's fees and court costs associated with these proceedings
- G. **Lead Based Paint:** Owner agrees to provide Manager with all information Owner knows about lead-based paint and lead-based paint hazards as required by federal law for properties built prior to 1978. Owner acknowledges that Manager will rely upon all of Owner's representation regarding the Property when dealing with prospective tenant(s). Owner will immediately inform Manager of any material facts affecting the Property that arise after signing this Agreement. Owner further certifies to Manager that the Property: (i) was built  on or prior to 1978  after 1978 (after 1978 if neither is checked); (ii) to the best of Owner's knowledge, the Property does not have any urea formaldehyde foam or asbestos, or levels of radon gas that exceed federal guidelines; and (iii) that the Property is not contaminated by any hazardous substance as that term is defined by any federal, state or local law.
- H. **Property Condition:** Owner agrees to maintain the Property in a safe and habitable condition. Owner warrants that all fixtures and operating systems, including without limitation, plumbing, air conditioning, heating and electrical systems, appliances, garage doors and opener(s), ceiling fans, smoke detectors, mail box and attached lighting fixtures are in satisfactory operating condition. Owner agrees there are no defects to the Property. Owner agrees to turn over property to Manager in acceptable move-in condition, upon which the Tenant will be required to return the property in the same condition with the exception of normal wear and tear. Manager assumes no responsibility for damage or theft of personal property on owner's premises.

| 2901 West Cypress Creek Road Suite 111 Fort Lauderdale FL 33309

Phone: (877) 943-9998 Fax: (954) 653-3870

Initials: Owner(s) \_\_\_\_\_  
Manager \_\_\_\_\_

*[Handwritten initials]*  
*[Handwritten initials]*

7. MISCELLANEOUS

Manager assumes no responsibility for service other than agreed to unless specified in the terms of this agreement or in writing at a later date. There are no agreements, promises, or understandings between these parties except as specifically set forth herein. No alterations or changes shall be made to this agreement except in writing and signed or initialed by the parties herein.

8. SEVERABILITY

If any provision or any part of any provision of this Agreement or the application thereof to any person or circumstance shall be held illegal, invalid, or unenforceable to any extent by any court of competent jurisdiction, such holding shall not affect the remaining provision of parts of provisions of this Agreement or the application thereof to any other persons or circumstances, and all of the provisions of this Agreement shall be enforced to the fullest extent permitted by law.

9. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

William Paul  
Owner

5-15-17  
Date

M. a. g. a  
Owner

5/15/2017  
Date

[Signature]  
Manager

5/11/17  
Date

2901 West Cypress Creek Road Suite 111 Fort Lauderdale FL 33309

Phone: (877) 943-9998 Fax: (954) 653-3870

Initials: Owner(s) WPC Ma  
Manager ED

EXHIBIT # 1 TO  
RESIDENTIAL PROPERTY MANAGEMENT AGREEMENT

Property Address: 721 SW 2<sup>nd</sup> Street Fort Lauderdale FL 33312

Legal Description:

A portion of Lot Nine (9) in Block Twenty (20), "TOWN OF FORT LAUDERDALE", according to the Plat thereof, as recorded in Plat Book B, at Page 40, of the Public Records of Miami-Dade County, Florida. Said lands situate, lying and being in Broward County, Florida, and being in the NW 1/4 of Section 10, Township 50 South, Range 42 East, and being more particularly described as follows:

Commence at the Southwest corner of said Lot 9, said corner being on the centerline of S.W. 8th Avenue and 20 feet North of the centerline of S.W. 2nd Street; thence North 90°00'00" East along the North right of way line of S.W. 2 Street for a distance of 20.00 feet to a point on the East right of way line S.W. 8th Avenue, said right of way line being 20.00 feet East of and parallel to the centerline of S.W. 8th Avenue and the Point of Beginning; thence North 00°07'15" West for a distance of 135.00 feet along the East right of way line of S.W. 8th Avenue to a point on the South right of way line of Alley as per Plat Book 3, at Page 15 of the Public Records of Miami-Dade County, Florida; thence North 90°00'00" East for a distance of 146.63 feet along the South line of said alley to a point, thence South 00°59'54" East along the center of a common wall for a distance of 135.00 feet, to a point on the North right of way line of SW 2nd Street, said right of way line being 20.00 feet North of and parallel to the centerline of SW 2nd Street; thence South 90°00'00" West along the said North right of way line of SW 2nd Street for a distance of 148.70 feet to the Point of Beginning.

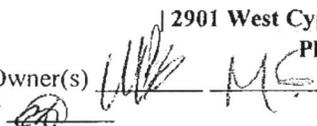
**Tax folio number: 10210-01-25500**

2901 West Cypress Creek Road Suite 111 Fort Lauderdale FL 33309

Phone: (877) 943-9998 Fax: (954) 653-3870

Initials: Owner(s)

Manager

Handwritten initials for Owner(s) and Manager. The Owner(s) initials are "WJK" and "MS". The Manager initials are "ED".

**LEASE TERMS:**

Length of Lease 1 year Rent: \$ 1870 Deposit: \$ 1870 Pets OK: YES / NO

**MAINTENANCE:**

Repairman to use: \_\_\_\_\_ Phone: \_\_\_\_\_

Repairman to use: N/A Phone: \_\_\_\_\_

**PROPERTY INFORMATION**

Water and Sewer Company: \_\_\_\_\_ Electric Company: \_\_\_\_\_

Termite Bond: \_\_\_\_\_ Pest Control Company: \_\_\_\_\_

Gas Company: \_\_\_\_\_ Type of Heat: \_\_\_\_\_

Insurance Company: \_\_\_\_\_ Policy #: \_\_\_\_\_

Agent's Name: \_\_\_\_\_ Oil Company: \_\_\_\_\_

Trash Pick-up Company: \_\_\_\_\_ Pick-up dates: \_\_\_\_\_

Lawn Service: Yes \_\_\_\_\_ No \_\_\_\_\_ Pool Service: Yes \_\_\_\_\_ No \_\_\_\_\_

Well Company: \_\_\_\_\_ Septic Tank Company: \_\_\_\_\_

Home Owner's Asso: \_\_\_\_\_ Date to re-occupy: \_\_\_\_\_

**CONTACT IN CASE OF EMERGENCY:**

Name: Rosana Phone: 954-683-7155

Relation: Administrative

2901 West Cypress Creek Road Suite 111 Fort Lauderdale FL 33309

Phone: (877) 943-9998 Fax: (954) 653-3870

Initials: Owner(s) WRP MS  
Manager WRP

**PERSONAL PROPERTY:**

List all items to be included in lease:

Refrigerator \_\_\_\_\_ Dishwasher \_\_\_\_\_ Stove \_\_\_\_\_ Disposal \_\_\_\_\_ Microwave \_\_\_\_\_  
Security System \_\_\_\_\_ Garage \_\_\_\_\_ Fenced \_\_\_\_\_ Ceiling Fans \_\_\_\_\_ Fireplace \_\_\_\_\_  
Mini Blinds \_\_\_\_\_ Shed \_\_\_\_\_ W&D \_\_\_\_\_ Water Softner \_\_\_\_\_ Pool \_\_\_\_\_

Warranty's \_\_\_\_\_

Home Owner's Associated Community Rules & Regulations included as part of this agreement: Yes No

Other addendum's attached to and made a part of this agreement: \_\_\_\_\_

**SPECIFIC POWER OF ATTORNEY:**

Owner hereby specifically grants Manager or Manager's agent the authority to sign leases on behalf of Owner thus fully binding the Owner to the lease.

Owner \_\_\_\_\_

Date \_\_\_\_\_

| 2901 West Cypress Creek Road Suite 111 Fort Lauderdale FL 33309

Phone: (877) 943-9998 Fax: (954) 653-3870

Initials: Owner(s) \_\_\_\_\_  
Manager \_\_\_\_\_

*WAL* *MS*

**OWNER'S TELEPHONE RECORD UPDATE**

This information is for our records only and is strictly confidential.

Date: 05/15/17

Property Address: 701 SW 2nd Street  
Ft Lauderdale FL 33312

Owner's Name: Free Baptist Bethlehem Church

Owner's Address: Same

Owner's Home Phone: (954) 683-7155

Work Phone: ( ) \_\_\_\_\_

Fax Number: ( )     

E-Mail Address: Rosa.mathew@phinfo@yahoo.com

Please return this update as soon as possible.

| 2901 West Cypress Creek Road Suite 111 Fort Lauderdale FL 33309

Phone: (877) 943-9998 Fax: (954) 653-3870

Initials: Owner(s) \_\_\_\_\_  
Manager WA

Dear Homeowner (s):

Please take a few minutes to complete the following questionnaire about some important information concerning your property. Thank you for your cooperation in completing this questionnaire.

1. Does the property have a current Termite Bond?

Yes

No

If yes, please provide:

COMPANY NAME:

POLICY #:

NAME OF CONTACT PERSON:

PHONE #:

2. Do you have Home Owner (Rental Dwelling Insurance)?

Yes

No

If yes, please provide:

COMPANY NAME:

POLICY #:

NAME OF CONTACT PERSON:

PHONE #:

2901 West Cypress Creek Road Suite 111 Fort Lauderdale FL 33309

Phone: (877) 943-9998 Fax: (954) 653-3870

Initials: Owner(s)

Manager

WRB MG

3. Do you have a Mortgage on the Property?

Yes

No

If yes, please provide:

LENDER'S NAME:

LOAN#:

Sincerely,

Luke Joseph-Owner  
Claire Louisville-Property Manager

2901 West Cypress Creek Road Suite 111 Fort Lauderdale FL 33309

Phone: (877) 943-9998 Fax: (954) 653-3870

Initials: Owner(s)  
Manager

*WJ*  
*CL*

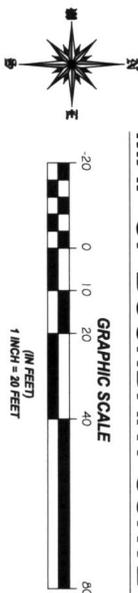


**JOHN IBARRA & ASSOCIATES, INC.**  
Professional Land Surveyors & Mappers



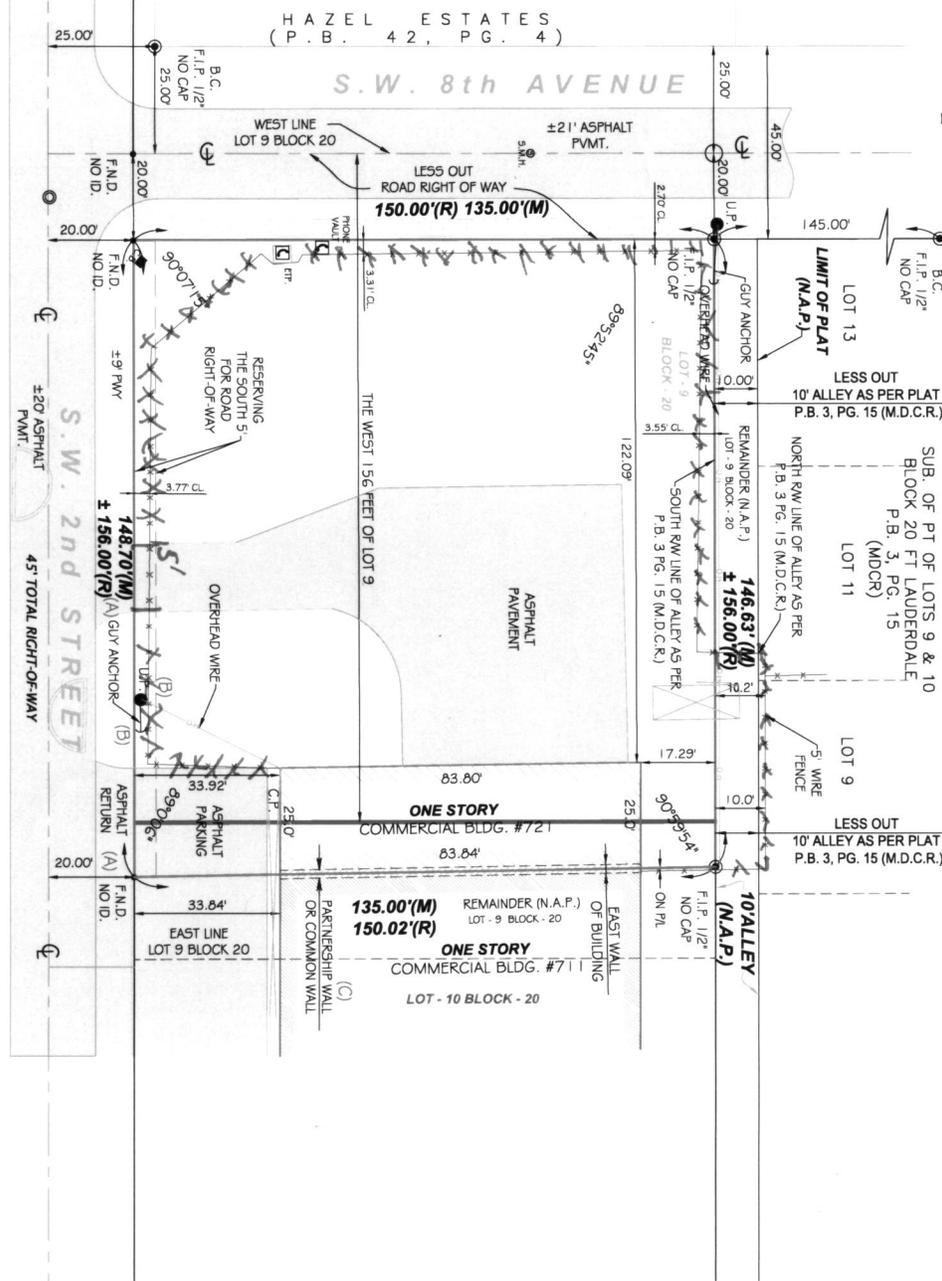
# MAP OF BOUNDARY SURVEY

GRAPHIC SCALE  
1 INCH = 20 FEET



**ENCROACHMENT NOTES:**  
A. SOUTH SIDE OF THE SUBJECT PROPERTY, ASPHALT RETURN IS ENCROACHING INTO B. SOUTH SIDE OF THE SUBJECT PROPERTY, UTILITY POLE AND ANCHOR IS ENCROACHING INTO THE SUBJECT PROPERTY.  
C. EAST SIDE OF THE SUBJECT PROPERTY IS A PARTNERSHIP WALL.

**LEGAL DESCRIPTION:**  
THE WEST ONE HUNDRED FIFTY SIX FEET, MORE OR LESS, OF THE SOUTH HALF OF LOT NINE, BLOCK TWENTY, OF THE TOWN OF FORT LAUDERDALE, STATE OF FLORIDA, COUNTY OF BROWARD COUNTY, FLORIDA, SAID LAND BEING IN BROWARD COUNTY, FLORIDA, TOGETHER WITH THE BUILDING AND IMPROVEMENTS THEREON, TOGETHER WITH THE EASEMENTS, RIGHTS, LESS THAN OR EQUALS, RIGHTS, AND INTERESTS THEREIN, AS SHOWN ON PLAT BOOK 3, PAGE 15 (M.D.C.R.)



**ABBREVIATIONS**

- A. 1/4" - 1/4" CONCRETE
- A. 1/2" - 1/2" CONCRETE
- A. 3/4" - 3/4" CONCRETE
- A. 1" - 1" CONCRETE
- A. 1 1/2" - 1 1/2" CONCRETE
- A. 2" - 2" CONCRETE
- A. 2 1/2" - 2 1/2" CONCRETE
- A. 3" - 3" CONCRETE
- A. 3 1/2" - 3 1/2" CONCRETE
- A. 4" - 4" CONCRETE
- A. 4 1/2" - 4 1/2" CONCRETE
- A. 5" - 5" CONCRETE
- A. 5 1/2" - 5 1/2" CONCRETE
- A. 6" - 6" CONCRETE
- A. 6 1/2" - 6 1/2" CONCRETE
- A. 7" - 7" CONCRETE
- A. 7 1/2" - 7 1/2" CONCRETE
- A. 8" - 8" CONCRETE
- A. 8 1/2" - 8 1/2" CONCRETE
- A. 9" - 9" CONCRETE
- A. 9 1/2" - 9 1/2" CONCRETE
- A. 10" - 10" CONCRETE
- A. 10 1/2" - 10 1/2" CONCRETE
- A. 11" - 11" CONCRETE
- A. 11 1/2" - 11 1/2" CONCRETE
- A. 12" - 12" CONCRETE
- A. 12 1/2" - 12 1/2" CONCRETE
- A. 13" - 13" CONCRETE
- A. 13 1/2" - 13 1/2" CONCRETE
- A. 14" - 14" CONCRETE
- A. 14 1/2" - 14 1/2" CONCRETE
- A. 15" - 15" CONCRETE
- A. 15 1/2" - 15 1/2" CONCRETE
- A. 16" - 16" CONCRETE
- A. 16 1/2" - 16 1/2" CONCRETE
- A. 17" - 17" CONCRETE
- A. 17 1/2" - 17 1/2" CONCRETE
- A. 18" - 18" CONCRETE
- A. 18 1/2" - 18 1/2" CONCRETE
- A. 19" - 19" CONCRETE
- A. 19 1/2" - 19 1/2" CONCRETE
- A. 20" - 20" CONCRETE
- A. 20 1/2" - 20 1/2" CONCRETE
- A. 21" - 21" CONCRETE
- A. 21 1/2" - 21 1/2" CONCRETE
- A. 22" - 22" CONCRETE
- A. 22 1/2" - 22 1/2" CONCRETE
- A. 23" - 23" CONCRETE
- A. 23 1/2" - 23 1/2" CONCRETE
- A. 24" - 24" CONCRETE
- A. 24 1/2" - 24 1/2" CONCRETE
- A. 25" - 25" CONCRETE
- A. 25 1/2" - 25 1/2" CONCRETE
- A. 26" - 26" CONCRETE
- A. 26 1/2" - 26 1/2" CONCRETE
- A. 27" - 27" CONCRETE
- A. 27 1/2" - 27 1/2" CONCRETE
- A. 28" - 28" CONCRETE
- A. 28 1/2" - 28 1/2" CONCRETE
- A. 29" - 29" CONCRETE
- A. 29 1/2" - 29 1/2" CONCRETE
- A. 30" - 30" CONCRETE
- A. 30 1/2" - 30 1/2" CONCRETE
- A. 31" - 31" CONCRETE
- A. 31 1/2" - 31 1/2" CONCRETE
- A. 32" - 32" CONCRETE
- A. 32 1/2" - 32 1/2" CONCRETE
- A. 33" - 33" CONCRETE
- A. 33 1/2" - 33 1/2" CONCRETE
- A. 34" - 34" CONCRETE
- A. 34 1/2" - 34 1/2" CONCRETE
- A. 35" - 35" CONCRETE
- A. 35 1/2" - 35 1/2" CONCRETE
- A. 36" - 36" CONCRETE
- A. 36 1/2" - 36 1/2" CONCRETE
- A. 37" - 37" CONCRETE
- A. 37 1/2" - 37 1/2" CONCRETE
- A. 38" - 38" CONCRETE
- A. 38 1/2" - 38 1/2" CONCRETE
- A. 39" - 39" CONCRETE
- A. 39 1/2" - 39 1/2" CONCRETE
- A. 40" - 40" CONCRETE
- A. 40 1/2" - 40 1/2" CONCRETE
- A. 41" - 41" CONCRETE
- A. 41 1/2" - 41 1/2" CONCRETE
- A. 42" - 42" CONCRETE
- A. 42 1/2" - 42 1/2" CONCRETE
- A. 43" - 43" CONCRETE
- A. 43 1/2" - 43 1/2" CONCRETE
- A. 44" - 44" CONCRETE
- A. 44 1/2" - 44 1/2" CONCRETE
- A. 45" - 45" CONCRETE
- A. 45 1/2" - 45 1/2" CONCRETE
- A. 46" - 46" CONCRETE
- A. 46 1/2" - 46 1/2" CONCRETE
- A. 47" - 47" CONCRETE
- A. 47 1/2" - 47 1/2" CONCRETE
- A. 48" - 48" CONCRETE
- A. 48 1/2" - 48 1/2" CONCRETE
- A. 49" - 49" CONCRETE
- A. 49 1/2" - 49 1/2" CONCRETE
- A. 50" - 50" CONCRETE
- A. 50 1/2" - 50 1/2" CONCRETE
- A. 51" - 51" CONCRETE
- A. 51 1/2" - 51 1/2" CONCRETE
- A. 52" - 52" CONCRETE
- A. 52 1/2" - 52 1/2" CONCRETE
- A. 53" - 53" CONCRETE
- A. 53 1/2" - 53 1/2" CONCRETE
- A. 54" - 54" CONCRETE
- A. 54 1/2" - 54 1/2" CONCRETE
- A. 55" - 55" CONCRETE
- A. 55 1/2" - 55 1/2" CONCRETE
- A. 56" - 56" CONCRETE
- A. 56 1/2" - 56 1/2" CONCRETE
- A. 57" - 57" CONCRETE
- A. 57 1/2" - 57 1/2" CONCRETE
- A. 58" - 58" CONCRETE
- A. 58 1/2" - 58 1/2" CONCRETE
- A. 59" - 59" CONCRETE
- A. 59 1/2" - 59 1/2" CONCRETE
- A. 60" - 60" CONCRETE
- A. 60 1/2" - 60 1/2" CONCRETE
- A. 61" - 61" CONCRETE
- A. 61 1/2" - 61 1/2" CONCRETE
- A. 62" - 62" CONCRETE
- A. 62 1/2" - 62 1/2" CONCRETE
- A. 63" - 63" CONCRETE
- A. 63 1/2" - 63 1/2" CONCRETE
- A. 64" - 64" CONCRETE
- A. 64 1/2" - 64 1/2" CONCRETE
- A. 65" - 65" CONCRETE
- A. 65 1/2" - 65 1/2" CONCRETE
- A. 66" - 66" CONCRETE
- A. 66 1/2" - 66 1/2" CONCRETE
- A. 67" - 67" CONCRETE
- A. 67 1/2" - 67 1/2" CONCRETE
- A. 68" - 68" CONCRETE
- A. 68 1/2" - 68 1/2" CONCRETE
- A. 69" - 69" CONCRETE
- A. 69 1/2" - 69 1/2" CONCRETE
- A. 70" - 70" CONCRETE
- A. 70 1/2" - 70 1/2" CONCRETE
- A. 71" - 71" CONCRETE
- A. 71 1/2" - 71 1/2" CONCRETE
- A. 72" - 72" CONCRETE
- A. 72 1/2" - 72 1/2" CONCRETE
- A. 73" - 73" CONCRETE
- A. 73 1/2" - 73 1/2" CONCRETE
- A. 74" - 74" CONCRETE
- A. 74 1/2" - 74 1/2" CONCRETE
- A. 75" - 75" CONCRETE
- A. 75 1/2" - 75 1/2" CONCRETE
- A. 76" - 76" CONCRETE
- A. 76 1/2" - 76 1/2" CONCRETE
- A. 77" - 77" CONCRETE
- A. 77 1/2" - 77 1/2" CONCRETE
- A. 78" - 78" CONCRETE
- A. 78 1/2" - 78 1/2" CONCRETE
- A. 79" - 79" CONCRETE
- A. 79 1/2" - 79 1/2" CONCRETE
- A. 80" - 80" CONCRETE
- A. 80 1/2" - 80 1/2" CONCRETE
- A. 81" - 81" CONCRETE
- A. 81 1/2" - 81 1/2" CONCRETE
- A. 82" - 82" CONCRETE
- A. 82 1/2" - 82 1/2" CONCRETE
- A. 83" - 83" CONCRETE
- A. 83 1/2" - 83 1/2" CONCRETE
- A. 84" - 84" CONCRETE
- A. 84 1/2" - 84 1/2" CONCRETE
- A. 85" - 85" CONCRETE
- A. 85 1/2" - 85 1/2" CONCRETE
- A. 86" - 86" CONCRETE
- A. 86 1/2" - 86 1/2" CONCRETE
- A. 87" - 87" CONCRETE
- A. 87 1/2" - 87 1/2" CONCRETE
- A. 88" - 88" CONCRETE
- A. 88 1/2" - 88 1/2" CONCRETE
- A. 89" - 89" CONCRETE
- A. 89 1/2" - 89 1/2" CONCRETE
- A. 90" - 90" CONCRETE
- A. 90 1/2" - 90 1/2" CONCRETE
- A. 91" - 91" CONCRETE
- A. 91 1/2" - 91 1/2" CONCRETE
- A. 92" - 92" CONCRETE
- A. 92 1/2" - 92 1/2" CONCRETE
- A. 93" - 93" CONCRETE
- A. 93 1/2" - 93 1/2" CONCRETE
- A. 94" - 94" CONCRETE
- A. 94 1/2" - 94 1/2" CONCRETE
- A. 95" - 95" CONCRETE
- A. 95 1/2" - 95 1/2" CONCRETE
- A. 96" - 96" CONCRETE
- A. 96 1/2" - 96 1/2" CONCRETE
- A. 97" - 97" CONCRETE
- A. 97 1/2" - 97 1/2" CONCRETE
- A. 98" - 98" CONCRETE
- A. 98 1/2" - 98 1/2" CONCRETE
- A. 99" - 99" CONCRETE
- A. 99 1/2" - 99 1/2" CONCRETE
- A. 100" - 100" CONCRETE
- A. 100 1/2" - 100 1/2" CONCRETE



LOCATION SKETCH  
SCALE = 1" = 20'

**PROPERTY ADDRESS:**  
771 SW 2 STREET  
FORT LAUDERDALE, FLORIDA, 33073

**LEGAL NOTES TO ACCOMPANY SKETCH OF SURVEY:**  
THE SURVEYOR HAS REVIEWED THE RECORDS OF THE PUBLIC RECORDS OF THE COUNTY OF BROWARD COUNTY, FLORIDA, AND HAS FOUND THAT THE SUBJECT PROPERTY IS CORRECTLY DESCRIBED AS SHOWN ON PLAT BOOK 3, PAGE 15 (M.D.C.R.). THE SURVEYOR HAS ALSO REVIEWED THE RECORDS OF THE PUBLIC RECORDS OF THE COUNTY OF BROWARD COUNTY, FLORIDA, AND HAS FOUND THAT THE SUBJECT PROPERTY IS CORRECTLY DESCRIBED AS SHOWN ON PLAT BOOK 3, PAGE 15 (M.D.C.R.). THE SURVEYOR HAS ALSO REVIEWED THE RECORDS OF THE PUBLIC RECORDS OF THE COUNTY OF BROWARD COUNTY, FLORIDA, AND HAS FOUND THAT THE SUBJECT PROPERTY IS CORRECTLY DESCRIBED AS SHOWN ON PLAT BOOK 3, PAGE 15 (M.D.C.R.).

**FLOOD ZONE INFORMATION:**  
THE SURVEYOR HAS REVIEWED THE FLOOD ZONE MAPS FOR THE SUBJECT PROPERTY AND HAS FOUND THAT THE SUBJECT PROPERTY IS NOT IN A FLOOD ZONE.

**SURVEYOR'S CERTIFICATION:**  
I, JOHN IBARRA, A PROFESSIONAL LAND SURVEYOR AND MAPPER, CERTIFY THAT I AM THE SURVEYOR OF THIS SURVEY AND THAT I AM A MEMBER OF THE FLORIDA SURVEYORS AND MAPPERS ASSOCIATION. I HAVE REVIEWED THE RECORDS OF THE PUBLIC RECORDS OF THE COUNTY OF BROWARD COUNTY, FLORIDA, AND I HAVE FOUND THAT THE SUBJECT PROPERTY IS CORRECTLY DESCRIBED AS SHOWN ON PLAT BOOK 3, PAGE 15 (M.D.C.R.). I HAVE ALSO REVIEWED THE RECORDS OF THE PUBLIC RECORDS OF THE COUNTY OF BROWARD COUNTY, FLORIDA, AND I HAVE FOUND THAT THE SUBJECT PROPERTY IS CORRECTLY DESCRIBED AS SHOWN ON PLAT BOOK 3, PAGE 15 (M.D.C.R.). I HAVE ALSO REVIEWED THE RECORDS OF THE PUBLIC RECORDS OF THE COUNTY OF BROWARD COUNTY, FLORIDA, AND I HAVE FOUND THAT THE SUBJECT PROPERTY IS CORRECTLY DESCRIBED AS SHOWN ON PLAT BOOK 3, PAGE 15 (M.D.C.R.).

**JOHN IBARRA**  
07/20/2018  
DATE OF FIELD WORK

**FRANK**  
07/20/2018  
DATE OF DRAWING

**1 OF 1**  
SHEET

**L.B.# 7808**  
SEAL

**LEGEND**

- ON —
- OVERHEAD UTILITY LINES
- CONCRETE BLOCK WALL
- IRON FENCE
- WOOD FENCE
- BUILDING SERVICE LINE
- LIMITED ACCESS RW
- NON-VEHICULAR ACCESS RW
- EXISTING ELEVATIONS



# APELLES CONSTRUCTION ENTERPRISES

Architecture / Interior / Exterior

12786 W. Dixie Hwy, N. Miami, Florida 33161

Tel. (305) 705-7325 Fax (866) 680-2752 Cell (786) 262-0189

E-mail: apellesconstruction@hotmail.com License No. CBC 1258329

Date: 5/29/2018

To: **FREE BETHLEHEM BAPTIST INC,**  
721 SW 2<sup>ND</sup> St, Fort-Lauderdale, FL, 33312

## CONTRACT PROPOSAL

**Project: Helping removing violation**

Project address: 721 SW 2<sup>ND</sup> St, Fort-Lauderdale, FL, 33312

Type of services: Construction

### Scope of work:

Prepare Documentation for the city of Fort-Lauderdale  
Submit documents to the city for approval  
Follow the city instructions and requests in order to resolve the problem  
Have Architect to draw plans if requested  
Assist in city inspections

### Inclusions in price:

1. Contractor is responsible to pull permits
2. Performing construction as stated above

### Exclusions:

Any other work not listed above.  
Architectural and/or structural plans will be billed separately.

### **Owner's responsibilities:**

- Provide copies of permits, plans, inspections, etc. if available.
- Allow access to the site for dimension, construction
- Allow work to be done as stated above
- Provide electricity while performing job

PRICE: \$ 5,000.00

Proposed amount for material and labor as outlined above:  
Five thousand dollars and 00/100 U.S. Dollars (\$5,000.00)

# APELLES CONSTRUCTION ENTERPRISES

Architecture / Interior / Exterior

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E-mail: apellesconstruction@hotmail.com License No. CBC 1258329

## CONTRACT PROPOSAL (Cont.)

Project address: 721 SW 2<sup>ND</sup> St, Fort-Lauderdale, FL, 33312

### Schedule of payments:

- At acceptance % 50
- In progress % 50

Additional work: Changes for the scope of work and the program of the Project will be subject to a separate proposal. We are not liable for any act of nature while performing the task.

Accepted by:

  
Date 5/29/2018  
Owner on record

  
Date 5/29/2018  
Ernst Pape, General Contractor

# BROWARD COUNTY UNIFORM BUILDING PERMIT APPLICATION

Select One Trade:  Building  Electrical  Plumbing  Mechanical  Other Fencing

Application Number: \_\_\_\_\_ Application Date: \_\_\_\_\_

Job Address: <u>121 SW 2nd Street Ft Lauderdale</u> Unit: _____ City: <u>Ft Lauderdale</u>	
Tax Folio No.: _____	Flood Zn: _____ BFE: _____ Floor Area: _____ Job Value: <u>2,400</u>
Building Use: _____	Construction Type: <u>Fence</u> Occupancy Group: _____
1 Present Use: <u>Auto mechanic shop</u>	Proposed Used: _____
Description of Work: <u>is installing chain link fence 6' high with 1 roll/gate 2564' High</u>	
<input checked="" type="checkbox"/> New <input type="checkbox"/> Addition <input type="checkbox"/> Repair <input type="checkbox"/> Alteration <input type="checkbox"/> Demolition <input type="checkbox"/> Revision <input type="checkbox"/> Other: _____	
Legal Description: _____	<input type="checkbox"/> Attachment

Property Owner: _____	Phone: _____	Email: _____
Owner's Address: _____	City: _____	State: _____ Zip: _____

Contracting Co: <u>Universal Fence Inc.</u>	Phone: <u>754-234-149</u>	Email: <u>Pena Ralanda 23606.mv</u>
Company Address: <u>1045 NW 4 AVE</u>	City: <u>Ft Lauderdale</u>	State: <u>FL</u> Zip: <u>33311</u>
Qualifier's Name: <u>Medardo H Pena</u>	Owner-Builder: <input type="checkbox"/>	License Number: <u>790640-F</u>

Architect/Engineer's Name: <u>ERSE PAPE</u>	Phone: _____	Email: <u>791640-F</u>
Architect/Engineer's Address: _____	City: _____	State: _____ Zip: _____
Bonding Company: _____		
4 Bonding Company Address: _____	City: _____	State: _____ Zip: _____
Fee Simple Titleholder's name (if other than owner): _____		
Fee Simple Titleholder's Address (if other than owner): _____	City: _____	State: _____ Zip: _____
Mortgage Lender's Name: _____		
Mortgage Lender's Address: _____	City: _____	State: _____ Zip: _____

Application is hereby made to obtain a permit to do the work and installations as indicated. I certify that no work or installation has commenced prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. I understand that a separate permit must be secured for ELECTRICAL WORK, PLUMBING, SIGNS, WELLS, POOLS, FURNACES, BOILERS, HEATERS, TANKS, and AIR CONDITIONERS, etc.

**OWNER'S AFFIDAVIT:** I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning.

**WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.**

X [Signature]  
 \_\_\_\_\_  
 Signature of Property Owner or Agent

X [Signature]  
 \_\_\_\_\_  
 Signature of Qualifier

STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_

STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this 13 day of December, 2018 by \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this 13 day of December, 2018 by \_\_\_\_\_

[Signature]  
 (Type / Print Property Owner or Agent Name)

[Signature]  
 (Type / Print Qualifier's Name)

 Notary Public State of Florida  
 Lucmon Joseph  
 My Commission FF 236154  
 Expires 06/01/2019  
 Notary Name LUCMON JOSEPH  
 (Print, Type or Stamp Notary's Name)  
 Personally Known  or Produced Identification \_\_\_\_\_

 Notary Public State of Florida  
 Lucmon Joseph  
 My Commission FF 236154  
 Expires 06/01/2019  
 Notary Name LUCMON JOSEPH  
 (Print, Type or Stamp Notary's Name)  
 Personally Known  or Produced Identification \_\_\_\_\_

Type of Identification Produced DL

Type of Identification Produced DL

APPROVED BY: \_\_\_\_\_ For B.O / Permit Officer Issue Date: \_\_\_\_\_ Code in Effect: FBC 6<sup>th</sup> Edition

#54-71 Board of Adjustment  
Part  
S<sup>y</sup> Lot 9 Bk. 20 O.P. Town of Ft. Lauderdale (B-40)  
721 SW 2nd Street

HEARING: ~~7/27/71~~  
NOTICES: 39  
RESULT:

9/14/71  
MAILED: 8/27/71

*Donald Anderson*

**TRUE COPY**  
City of Fort Lauderdale  
PROPERTY RECORDS

NOTICE: TO APPLICANTS TO THE BOARD OF ADJUSTMENT

I have been informed and am aware that it will be the responsibility of any applicant to the Board of Adjustment to submit enough drawings, plot plans, renderings and any other material that might assist the Board to understand the appeal and reach an equitable decision.

I realize that this is a condition of my application being accepted by the Board.

Signed James W. Johnson  
Date 6-21-71



CITY OF  
FORT LAUDERDALE  
FLORIDA

PLANNING AND ZONING DEPARTMENT

P. O. DRAWER NO. 1 33002

#54-71 Board of Adjustment

August 30, 1971

Dear Sir or Madam:

Mr. James W. Johnson of Ace Auto Services, 721 SW 2nd Street, City, has taken an appeal to the Board of Adjustment on part of the S4 of Lot 9 Block 20 O.T., Town of Ft. Lauderdale, street address 721 SW 2nd Street, R-3 zoning.

He is appealing Sec. 47-11.1 Uses permitted in R-3, requesting permission to use the east portion of a vacant lot for customer and employee parking and for access to the existing repair garage which was designed with three garage doors opening on this lot. The building cannot be used for a repair garage without access from this property.

This appeal will be presented to the Board of Adjustment on Tuesday, September 14, 1971 at 7:30 PM in the City Commission Room, City Hall, 100 North Andrews Avenue.

If you have any interest in this appeal, please be present or send your views in writing to the Building Department, Appeal #54-71.

Yours very truly,

  
CALVIN B. HOWE  
Director of Building & Zoning

TRUE  
COPY  
City of Fort Lauderdale  
PROPERTY RECORDS

#54-71  
ACE AUTO SERVICE  
BY JAMES W.  
JOHNSON  
Hearing:  
9/14/71

Minutes  
Board of Adjustment 9/14/71

-6-

Appeal #54-71 was presented:

ACE AUTO SERVICE BY JAMES W. JOHNSON  
Part of S4 of 9 Block 20 O.T. Town of Ft. Lauderdale  
721 SW 2 Street  
Appealing Sec. 47-11.1 Uses permitted in R-3  
requesting permission to use the east portion of  
a vacant lot for customer and employee parking  
and for access to existing repair garage which was  
designed with three garage doors opening on this  
lot. The building cannot be used for a repair  
garage without access from this property.  
R-3 zoning, 13 objections, 0 in favor

Mr. Wertz advised the Board the property is on  
SW 2nd Street just west of SW 7th Avenue -  
several commercial buildings were erected there  
in years past. Mr. Johnson occupies the west  
portion of the building. The owner in 1954 was  
granted a variance to use the property for a  
repair garage. The building is designed with  
three garage doors opening on the west side with  
one in the front. The Building Department feels  
he is entitled to access to the building from the  
side but there has always been some question as to  
what the variance intended at the time it was  
granted. The appeal is before the Board because  
of complaints. There are various trucks and  
junk on the lot and for a number of years the  
property hasn't been kept in a good condition -  
drunks refused admission at the Rescue Mission  
habit the property sleeping in the junk vehicles.  
The Department feels the man should be entitled  
to access to the building - he can't operate his  
business without it.

Mr. Johnson advised the Board that all he needs is  
parking permission for his men and customers' cars  
on the east side of the vacant lot next to the build-  
ing. If he doesn't have this space, he won't be  
able to stay at this location. He bought the  
property about three years ago and didn't anticipate  
any problems - he was told the building could be  
used as a garage - he had no idea there would be  
a parking problem. Some of the vehicles on the  
property that have been complained about are brought  
in and left there unbeknown to him. He has cleaned  
it up and intends to keep it clean.

Minutes  
Board of Adjustment 9/14/71

-7-

#54-71 - continued

Mr. Doetch asked Mr. Johnson if he repaired  
wrecks and Mr. Johnson replied he doesn't do  
any body work at all - he works on engines and  
brakes.

Mr. Bass asked Mr. Wertz if this was a non-conforming  
use and Mr. Wertz replied it is - it is an R-3  
zone - It was built by a Mr. Devins. Mr. Katz  
immediately recalled that it was the Devins  
Lumber Co. active back in the "boom".

Mr. Wertz stated the Building Department is  
mainly concerned that the lot be kept clean.

Chairman Murray asked if the lot had been used  
for this type of business for some time and  
Mr. Wertz replied it had - unfortunately the  
owners haven't made enough effort to keep it  
cleaned up.

Chairman Murray asked the pleasure of the Board:

Motion by Mr. Woodyard to grant the appeal if  
Mr. Johnson will agree to putting a fence

around the property preventing other people  
from bringing in junk cars. While he had to  
place this burdensome expense on a small businessman,  
he felt this the only solution. The fence to be  
chain link and include that portion of SW 2 Street  
from the corner to the building and the west  
side of SW 8th Avenue and fence the alley to the  
building - the parking to be limited to employees  
and customer's cars pertaining to his business.  
Second by Mr. Bass. Roll call: UNANIMOUS

PROPERTY RECORDS

Mr. Ritchie added that he had no objection but  
felt the Board was creating one huge parking  
lot without requirements of landscaping, etc.  
The feeling of the Board was that this was not  
in actuality a parking lot - it is only for  
taking care of business - Mr. Johnson is not  
charging for parking.

ORDER OF BOARD OF ADJUSTMENT

No. 54-71

This matter was heard by this Board on September 11, 1971

upon final hearing upon the appeal of Lee Auto Service, by James M. Johnson  
721 S.W. 2nd Street, City.

Wherein the said appellant sought a decision by this Board whether Appealing- Sec-47-11.1 Uses permitted in R-3 to use the east portion of a  
vacant lot for customer and employee parking and for access to

existing repair garage which was designed with three garage doors  
opening on this lot.  
And the matter having been regularly heard, and all parties entitled to notice having received notice, it is

ORDERED by the Board of Adjustment of the City of Fort Lauderdale that said appeal is

**GRANTED: 5-0 Subject to furnishing fence around property preventing people from parking in junk cars. Fence to be on that portion of SW 2nd St. (between the corner of the building and the west side of SW 6 Ave) - 4' high. The building for the building listed to parking for employees and customer parking to own business. Chain link fence.**

THE RULING OF THE OFFICER AS TO ZONING REGULATIONS OR ORDINANCES IS CORRECT IN POINT OF LAW, BUT, OWING TO SPECIAL CONDITIONS, A LITERAL ENFORCEMENT OF THE PROVISIONS WILL RESULT IN UNNECESSARY HARSHSHIP TO THE AGGRIEVED PARTY, AND GRANTING THE ZONING ORDINANCE IN THE RESPECTS STATED IN THE ORDER, WHICH WILL UPHOLD THE SPIRIT OF THE ORDINANCE AND YET PERMIT SUBSTANTIAL JUSTICE TO BE DONE.

The variance right given hereunder shall expire unless the property is converted to such uses within one year from date hereof.

THIS is the 15 day of September, 1971

**Ernest Murray**  
CHAIRMAN OF BOARD OF ADJUSTMENT

Sec. 334 Appeals to Circuit Court. Any person or persons, jointly or severally, aggrieved by any decision of the Board of Adjustment, may present to the Circuit Court of the county by an action in chancery for declaratory decree or equitable relief a complaint or petition duly verified in the manner provided by law and setting forth that such decision is illegal, in whole or in part, specifying the grounds of the illegality, provided same is filed within thirty (30) days after such decision. Ord. C-133; Sec. 47-123 (8). Where an application for a variance has been denied by the Board of Adjustment, no new application for such variance may be made within a period of two years from the date of such denial.

CITY OF  
PROPERTY

MEETING: 9/14/71

City of Fort Lauderdale  
City Hall, City Commission Room  
100 North Andrews Avenue  
7:30 P.M.

NOTICE OF APPEAL

No. 54-71

To: Board of Adjustment of the City of Fort Lauderdale, Florida  
The undersigned aggrieved person does hereby take an appeal to the honorable Board from the decision of:

CALVIN B. HOWE, DIRECTOR OF BUILDING & ZONING

or praying relief by the Board in a matter wherein the Board of Adjustment has jurisdiction. Appellant seeks the decision of the Board, as follows:

LEGAL: Part of SW of 9 Block 20 O.T. Town of Ft. Lauderdale (B-40)

STREET ADDRESS: 721 SW 2nd Street

ZONING: R-3

APPELLING: Sec. 47-11.1 Uses permitted in R-3 requesting permission to use the east portion of a vacant lot for customer and employee parking and for access to existing repair garage which was designed with three garage doors opening on this lot. The building cannot be used for a repair garage without access from this property.

Kindly transmit to the Board of Adjustment all papers constituting the record in this matter.

DATED: This the 21st day of June, 1971

Sec. 334 APPEALS TO CIRCUIT COURT

Any person or persons, jointly or severally, aggrieved by a decision of the Board of Adjustment, may present to the Circuit Court of the county by an action in chancery for declaratory decree or equitable relief a complaint or petition duly verified in the manner provided by law and setting forth that such decision is illegal, in whole or in part, specifying the grounds of the illegality, provided same is filed within thirty (30) days after such decision. **ACE AUTO SERVICE**

NOTICES

39

Aggrieved Person

721 SW 2nd Street, City  
Address

INVESTOR:

Phone:

RECORDS

01969  
\$100



NO  
PARKING  
←→  
TOW-AWAY  
ZONE

BRAKES/OIL CHANGE

SHOCKS/STRUTS

WHEEL ALIGNMENT

MUSTANG



WARNING  
at&t  
UNDERGROUND  
CABLE  
CAL 811  
BEFORE YOU DIG

WILTON



WARNING  
ata  
UNDERGROUND  
CABLE  
CAL 811  
IF YOU DO

**DOWNTOWN**  
Wheel Alignment, Tire & Brake

**TOTAL CAR CARE**  
**954-361-CARS (2277)**  
AUTHORIZED  
**ACDelco**  
SERVICE CENTER

**STIHL**  
CHAIN SAWS  
SALES & SERVICE

**ECHO**  
POWER EQUIPMENT



**DOWNTOWN**  
Wheel Alignment, Tire & Brake  
**TOTAL CAR CARE**  
AUTHORIZED  
**ACDelco**  
SERVICE CENTER





