

ORDINANCE No. 2007-14-120

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE JOINT APPLICATION OF THE CITY OF MIAMI GARDENS AND DANNY FELTON FOR THE REZONING OF PROPERTY LOCATED AT 580 NORTHWEST 183RD STREET, MORE PARTICULARLY DESCRIBED ON EXHIBIT A ATTACHED HERETO FROM RU-1 SINGLE-FAMILY RESIDENTIAL DISTRICT TO BU-1 NEIGHBORHOOD BUSINESS DISTRICT; APPROVING A DECLARATION OF RESTRICTIVE COVENANT; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Danny Felton owns property located at 580 Northwest 183rd Street in the City of Miami Gardens, and

WHEREAS, the property is currently zoned RU-1 Single-Family Residential District, and

WHEREAS, on or about April 6, 2006, Danny Felton applied for a building permit to pave a rear yard and construct a driveway connecting the driveway to Northwest 6th Avenue, and

WHEREAS, while that permit was initially denied, it was later approved by a former City Zoning employee, and

WHEREAS, shortly thereafter, Mr. Felton attempted to secure another building permit to install two (2) shampoo bowls in the property and yet another application to remodel the bathroom so as to meet all ADA requirements, and

WHEREAS, the same former City Zoning employee attempted to deny those subsequent permit applications requested by Mr. Felton, and

WHEREAS, it was called to the attention of the Development Services Director that the initial permit allowing the rear yard to be paved and the driveway to be

Ordinance No. 2007-14-120

constructed was issued in error, since this property is located in a residential neighborhood and a beauty salon is not permitted the RU-1 zone, and

WHEREAS, in an effort to correct the error made by the City's former Zoning Reviewer, City staff has suggested, that the property be rezoned to accommodate Mr. Felton's intended use, and

WHEREAS, Mr. Felton has given written consent to this application for rezoning, and

WHEREAS, the City Council has considered the testimony of the Planning and Zoning Department as well as that of Mr. Felton if any, and

WHEREAS, the City Council has also considered the staff report attached hereto as Exhibit B and incorporated herein by reference, and

WHEREAS, the City staff recommends approval of the application, and

WHEREAS, the City staff has determined that the rezoning is consistent with the City's Comprehensive Development Master Plan and all Florida Statutes related to rezonings,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, as follows:

SECTION 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas Clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

SECTION 2. APPROVAL: The City Council of the City of Miami Gardens hereby approves the joint rezoning application filed by the City of Miami Gardens and Danny

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Felton to rezone the property located at 580 Northwest 183rd Street from RU-1 Single-Family Residential District to BU-1 Neighborhood Business District.

SECTION 3. DECLARATION OF RESTRICTIVE COVENANTS: The Declaration attached hereto as Exhibit "A" should be executed by Mr. Felton and shall be recorded in the Public Records of Miami-Dade County.

SECTION 4. CONFLICT: All ordinances or Code provisions in conflict herewith are hereby repealed.

SECTION 5. SEVERABILITY: If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 6. EFFECTIVE DATE: This Ordinance shall become effective immediately upon its final passage.

PASSED ON FIRST READING ON THE 6th DAY OF June, 2007.

ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON THE 18th DAY OF JULY, 2007.


SHIRLEY GIBSON, MAYOR

ATTEST:


RONETTA TAYLOR, CMC, CITY CLERK

Ordinance No. 2007-14-120

Prepared by SONJA KNIGHTON DICKENS, ESQ.
City Attorney

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY: Vice Mayor Braynon
SECONDED BY: Councilman Campbell

VOTE: 5-1

Mayor Shirley Gibson	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Vice Mayor Oscar Braynon, II	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Councilman Melvin L. Bratton	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Councilman Aaron Campbell	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Councilman André Williams	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Councilwoman Sharon Pritchett	<input type="checkbox"/> (Yes)	<input checked="" type="checkbox"/> (No)
Councilwoman Barbara Watson	<input type="checkbox"/> (Yes)	<input type="checkbox"/> (No) Out of town

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CFN 2007R1096975
DR Bk 26049 Pgs 2780 - 2784 (5pgs)
RECORDED 11/15/2007 13:31:44
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Return to: (enclose self-addressed stamped envelope)

Name: Ronetta Taylor, City Clerk

Address:

City of Miami Gardens
1515-200 Northwest 167th Street
Miami Gardens, Florida 33169

This Instrument Prepared by:

Sonja K. Dickens, Esquire
Arnstein & Lehr, LLP
200 East Las Olas Blvd., Suite 1700
Fort Lauderdale, Florida 33301

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DECLARATION OF RESTRICTIONS

WHEREAS, Danny Felton ("Applicant"), owns certain property located at 580 Northwest 183rd Street, more particularly described on Exhibit "A," attached hereto ("Property"), and

WHEREAS, the Applicant, along with the City of Miami Gardens, filed an Application with the City of Miami Gardens for: Rezoning from RU-1 Single-Family Residential District to BU-1 Neighborhood Business District.

IN ORDER TO ASSURE the City of Miami Gardens that the representations made by the Applicant will be abided by, the Applicant, subject only to conditions contained herein, freely, voluntarily and without duress, makes the following Declaration of Restrictions covering and running with the Property:

1. **Limitation on Use.** That the property will be limited to a beauty salon use and to those uses permitted in the RU-5A Semi-Professional Office District.
2. **City Inspection.** As further part of this Declaration, it is hereby understood and agreed that any official inspector of the City, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.
3. **Covenant Running With The Land.** This Declaration on the part of the Developer shall constitute a covenant running with the land and shall remain in full force and effect and be binding upon the Developer, and his heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all

upon, all present and future owners of the real property and for the public welfare.

4. **Term.** This Declaration is to run with the land and shall be binding on all parties and all persons claiming from the date this Declaration is recorded. This Declaration shall be in effect for a period of thirty (30) years from the date of recordation in the public records of Miami-Dade County, Florida, after which time it shall be automatically extended for periods of ten (10) years. This Declaration may be modified, amended or released as to the Property or any portion thereof by a written instrument executed by the then Developer(s) of the Property, and applicable mortgagees, if any, provided that same is approved by the City Council after public hearing. In such event, the Mayor or City Manager shall execute a written instrument suitable for recordation acknowledging such modification, amendment or release.
5. **Modification, Amendment, Release.** This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s) of all of the Property, including joinders of all mortgagees, if any, provided that the same is also approved by the City, or other procedure permitted under the City's Code, whichever by law has jurisdiction over such matters, after public hearing.
6. **Enforcement.** Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may judge to be reasonable for attorney fees. This enforcement provision shall be in addition to any other remedies available at law or in equity. Jurisdiction shall be proper in Miami-Dade County.
7. **Authorization for Miami Gardens to Withhold Permits and Inspections.** In the event the terms of this Declaration are not complied with, in addition to any other remedies available, the City is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this Declaration is complied with.
8. **Executed Copy to be provided to the City. Executed Copy to be provided to the City Clerk.** The Applicant shall be fully responsible for providing to the City Clerk an original and fully executed copy of the Declaration of Restrictions within thirty (30) days of the approval of this request by the City Council, unless an appeal is filed or otherwise the Director, for good cause shown, grants a time extension. If this is not accomplished, the approval shall become null and void. If circumstances prevent the Applicant from complying with this timeframe condition, the Applicant may request, in writing, an extension of said thirty-day timeframe in writing to the

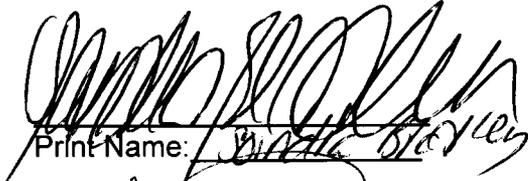
Development Services Director, who is authorized to take such action upon the request to approve, disapprove or approve with conditions such request.

9. **Election of Remedies**. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.
10. **Recording**. The City, at Developer's expense following the approval of the same by the City of Miami Gardens, shall file this Declaration of record in the Public Records of Miami-Dade County, Florida.
11. **Acceptance of Declaration**. The Owner acknowledge that acceptance of this Declaration does not obligate the City in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the City Council retains its full power and authority to deny each such application in whole or in part, and to decline to accept any conveyance.
12. **Owner**. The term Owner shall include the Owner, and its heirs, successors and assigns.
13. **Waiver**. Each and every covenant and agreement contained herein shall be for any and all purposes hereof construed as separate and independent and the breach of any covenant by any party shall not release or discharge such party from its obligations hereunder. No delay or omission by any party to exercise its rights accruing upon any noncompliance or failure of performance by any party shall impair any such right or be construed to be a waiver thereof. A waiver by any party hereto of any of the covenants, conditions or agreements to be performed by any other party shall not be construed to be a waiver of any succeeding breach or of any other covenants, conditions or agreements contained herein.
14. **Severability**. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any then applicable law and shall be limited to the extent necessary to render the real covenants herein valid and enforceable. If any term, provision, covenant or agreement contained herein or the application thereof to any person, entity or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remaining terms, provisions, covenants or agreements or the application of such term, provision, covenant or agreement to persons, entities or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.
15. **Entire Agreement**. This Agreement and the exhibits attached hereto contain

the entire agreement between the parties hereto with respect to the subject matter hereof. This Agreement and exhibits supersede any prior correspondence, memoranda or agreements in total hereto.

16. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, Applicant has executed this Dedication.


Print Name: Danny Felton

DANNY FELTON


Signature


Print Name: ALISHA SWAN

10/23/07
Date

Print Name: _____

Print Name: _____

ACCEPTANCE

The City of Miami Gardens, hereby accepts this Declaration of Restrictions hereby made by Danny Felton.

Attest:


City Clerk

CITY OF MIAMI GARDENS, FLORIDA

By: 
Mayor Shirley S. Gibson

Date: 11/14/2007

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LEGAL DESCRIPTION

APPLICANT: DANNY FELTON

LEGAL DESCRIPTION: "NORTH RIDGE 1ST ADDN PB 55-50 LOT
1 BLK 8 LOT SIZE SITE VALUE F/A/U 30-2112-003-0010".



CFN 2007R1096975
OR Bk 26049 Pgs 2780 - 2784 (5p)
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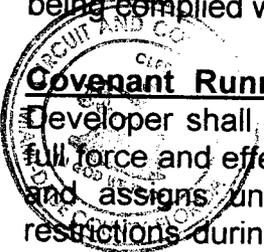
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2. **City Inspection.** As further part of this Declaration, it is hereby understood and agreed that any official inspector of the City, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.
3. **Covenant Running With The Land.** This Declaration on the part of the Developer shall constitute a covenant running with the land and shall remain in full force and effect and be binding upon the Developer, and his heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all



upon, all present and future owners of the real property and for the public welfare.

4. **Term.** This Declaration is to run with the land and shall be binding on all parties and all persons claiming from the date this Declaration is recorded. This Declaration shall be in effect for a period of thirty (30) years from the date of recordation in the public records of Miami-Dade County, Florida, after which time it shall be automatically extended for periods of ten (10) years. This Declaration may be modified, amended or released as to the Property or any portion thereof by a written instrument executed by the then Developer(s) of the Property, and applicable mortgagees, if any, provided that same is approved by the City Council after public hearing. In such event, the Mayor or City Manager shall execute a written instrument suitable for recordation acknowledging such modification, amendment or release.
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IN WITNESS WHEREOF, Applicant has executed this Dedication.


Print Name: MATT STEYER


Print Name: ALISHA SWANN

DANNY FELTON


Signature

10/23/07
Date

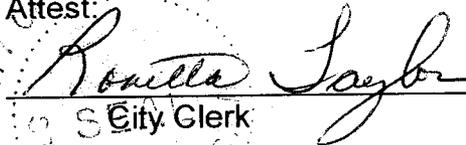
Print Name: _____

Print Name: _____

ACCEPTANCE

The City of Miami Gardens, hereby accepts this Declaration of Restrictions hereby made by Danny Felton.

Attest:



City Clerk

251858 1.DOC

CITY OF MIAMI GARDENS, FLORIDA

By: 

Mayor Shirley S. Gibson

Date: 11/14/2007



LEGAL DESCRIPTION

APPLICANT: DANNY FELTON

LEGAL DESCRIPTION: "NORTH RIDGE 1ST ADDN PB 55-50 LOT 1 BLK 8 LOT SIZE SITE VALUE F/A/U 30-2112-003-0010".

STATE OF FLORIDA, COUNTY OF DADE

I HEREBY CERTIFY that this is a true copy of the original filed in this office on 15 day of Nov

WITNESS my hand and Official Seal.

HARVEY RUVIN, CLERK, of Circuit and County Courts

[Handwritten signature]
11/15/07 D.C.

