



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 7

**DATE:** May 17, 2021

**TO:** Mayor Jerry L. Demings  
-AND-  
County Commissioners

**THROUGH:** Mindy T. Cummings, Manager  
Real Estate Management Division *MTC*

**FROM:** Kim Heim, Senior Title Examiner  
Real Estate Management Division *MTC for LH*

**CONTACT PERSON:** **Mindy T. Cummings, Manager**

**DIVISION:** **Real Estate Management**  
**Phone: (407) 836-7090**

**ACTION REQUESTED:** Approval and execution of Boat Dock Restriction Agreement between North Shore at Lake Hart Homeowners Association, Inc. and Orange County and authorization to record instrument

**PROJECT:** North Shore at Lake Hart HOA Semi-Private Boat Dock Construction Permit BD-20-07-126  
  
District 4

**PURPOSE:** To meet the requirement of County Board Boat Dock Permit BD-20-07-126

**ITEM:** Boat Dock Restriction Agreement

**APPROVALS:** Real Estate Management Division  
Environmental Protection Division

**REMARKS:**

This Boat Dock Restriction Agreement is to comply with the requirements of Section 15-344, Chapter 15, Article IX of the Orange County Code (County Code), which requires the Owner, for a semi-private boat dock for use in subdivisions or planned development, to restrict the construction of additional docks along the affected riparian shoreline and to prohibit the construction of additional docks that would exceed the maximum allowed for private docks under the County Code.

Owner to pay recording fees.

**Project:** North Shore at Lake Hart HOA Semi-Private Boat Dock Const  
Permit BD-20-07-126

### **BOAT DOCK RESTRICTION AGREEMENT**

This BOAT DOCK RESTRICTION AGREEMENT (this "Agreement") is given by NORTH SHORE AT LAKE HART HOMEOWNERS ASSOCIATION, INC., A Florida not for profit corporation ("Owner") which has a mailing address at 10398 Mallard Landings Way, Orlando, Florida 32832, in favor of **Orange County**, a charter county and political subdivision of the State of Florida (which has a mailing address at Post Office Box 1393, Orlando, Florida 32802-1393) (the "County"), (collectively, the "Parties").

#### Recitals

1. The Owner is the fee simple owner of certain real property located in Orange County, Florida, viz:

Tract P, NORTH SHORE AT LAKE HART PARCEL 4, according to the plat thereof, as recorded in Plat Book, 47, Pages 1355 through 143, of the Public Records of Orange County, Florida

Property Appraiser's Parcel Identification Number: 16-24-31-5131-16-000

AND

Tract Q, NORTH SHORE AT LAKE HART PARCEL 4, according to the plat thereof, as recorded in Plat Book, 47, Pages 1355 through 143, of the Public Records of Orange County, Florida

Property Appraiser's Parcel Identification Number: 16-24-31-5131-17-000

(the "Property").

2. Owner desires to construct a semi-private boat dock on a portion of the Property in accordance with Orange County Boat Dock Facility Permit, Application BD-20-07-126 (the "Permit").

3. Orange County Code Section 15-344 requires the Owner, for semi-private boat docks for use in subdivisions or planned developments, to restrict the construction of additional boat docks along the affected riparian shoreline, to prohibit the construction of additional docks that would exceed the maximum allowed for private docks under Article IX, Chapter 15 of the Orange

County Code.

4. In order to comply with Orange County Code Section 15-344, this Agreement is given in favor of the County and, at the request of the County, will be recorded in the Public Records of Orange County, Florida.

5. The effective date of this Agreement (the "Effective Date") shall be the date when the last one of the Parties has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the Owner and the County.

#### Agreement

NOW, THEREFORE, in consideration of the above recitals, agreements, mutual covenants, terms, conditions and restriction contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties agree as follows.

1. No boat dock other than the semi-private boat dock associated with the Permit shall be constructed, approved, or allowed on the Property.

2. The covenants, terms, conditions, and restrictions set forth in this Agreement shall be binding upon and inure to the benefit of the Parties and their respective personal representatives, heirs, successors and assigns, and shall continue as a servitude running in perpetuity with the Property.

3. This Agreement may be amended only in writing, formally executed in the same manner as this Agreement.

4. ***Limitations of Remedies.*** County and Owner expressly agree that the consideration, in part, for each of them entering into this Agreement is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Agreement.

(a) *Limitations on County's remedies.* Upon any failure by Owner to perform its obligations under this Agreement, County shall be limited strictly to only the following remedies:

(i) action for specific performance or injunction; or

(ii) the withholding of development permits and other approvals or permits in connection with the Property; or

(iii) any combination of the foregoing.

(b) *Limitations of Owner's remedies.* Upon any failure by County to perform its obligations under this Agreement, Owner shall be limited strictly to only the following remedies:

- (i) action for specific performance or injunction; or
- (ii) action for declaratory judgment regarding the rights and obligations of Owner; or
- (iii) any combination of the foregoing.

Both parties expressly waive their respective rights to sue for damages of any type for breach of, or default under, this Agreement by the other. Both parties expressly agree that each party shall bear the cost of its own attorney fees for any action arising out of or in connection with this Agreement. Venue for any actions initiated under or in connection with this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

5. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida without regard to the principles of conflict of laws.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

Signed, sealed, and delivered  
in the presence of:

NORTH SHORE AT LAKE HART  
HOMEOWNERS ASSOCIATION, INC.,  
a Florida not for profit corporation

Deborah Lapinne  
Witness  
Printed Name: Deborah Lapinne

BY: David Gordon

Paula P. Cooper  
Witness  
Printed Name: Paula P. Cooper

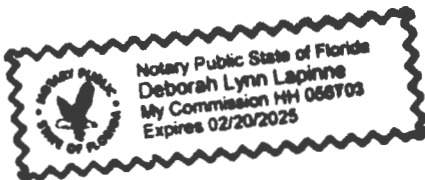
DAVID GORDON  
Print Name  
HOA BOARD PRESIDENT  
Title

Signature of TWO witnesses required by Florida law)

STATE OF Florida  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of  physical presence or online notarization on this 22<sup>nd</sup> day of March, 2021, by David Gordon, as Board President of NORTH SHORE AT LAKE HART HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, on behalf of said corporation. He/She  is personally known to me, or [ ] produced \_\_\_\_\_ as identification

(Notary Seal)



Deborah Lynn Lapinne  
Notary Signature

Deborah Lynn Lapinne  
Printed Notary Name  
Notary Public in and for  
the County and State aforesaid

My commission expires: February 20, 2025

"COUNTY"

Orange County, Florida  
By: Board of County Commissioners

By: *Jerry L. Demings*  
Jerry L. Demings,  
Orange County Mayor

Date: *10 June 2021*

Attest: Phil Diamond, CPA, Orange County Comptroller  
As Clerk of the Board of County Commissioners

By: *Craig Stopysa*  
fol Deputy Clerk

Printed Name: *Craig Stopysa*

Date: *JUN 10 2021*



**This instrument prepared by**  
Kim Heim, a staff employee  
the County and State aforesaid  
Real Estate Management Division  
of Orange County, Florida