



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 4

**DATE:** August 13, 2020

**TO:** Mayor Jerry L. Demings  
and the  
Board of County Commissioners

**THROUGH:** Paul Sladek, Manager *PBS*  
Real Estate Management Division

**FROM:** Kim Heim, Senior Title Examiner *KAH*  
Real Estate Management Division

**CONTACT PERSON:** Paul Sladek, Manager

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

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

**PROJECT:** Semi-Private Boat Dock Const. Permit (Sand Lake HOA on Little Sand Lake)  
  
District 1

**PURPOSE:** To meet requirements of County Boat Dock Permit No. BD-19-08-087.

**ITEM:** Boat Dock Restriction Agreement

**APPROVALS:** Real Estate Management Division  
County Attorney's Office  
Environmental Protection Division

**REMARKS:**

County Boat Dock Permit No. BD-19-08-087 (Permit) issued by Orange County Environmental Protection Division requires this Boat Dock Restriction Agreement (Agreement). The Agreement states that the Permit allows construction of a semi-private boat dock and cites County Code Section 15-344 which requires the owner to restrict the construction of additional boat docks on the subject property that would exceed the maximum allowed for private docks under Article IX, Chapter 15 thereof. County is executing this document to reflect approval of its terms and conditions.

Owner to pay recording fees.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
SEP 01 2020

**Project:** Semi-Private Boat Dock Const. Permit  
(Sand Lake Sound HOA on Little Sand Lake)

### BOAT DOCK RESTRICTION AGREEMENT

This BOAT DOCK RESTRICTION AGREEMENT (this "Agreement") is given by SAND LAKE SOUND HOMEOWNERS ASSOCIATION, INC., A Florida not for profit corporation ("Owner") which has a mailing address at 5337 Millenia Lakes Blvd, suite 410, Orlando, Florida 32839, 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 J, SAND LAKE SOUND, according to the plat thereof, as recorded in Plat Book, 99, Pages 145 through 150, of the Public Records of Orange County, Florida

Property Appraiser's Parcel Identification Number: 35-23-28-7841-10-000

(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-19-08-087 (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:

SAND LAKE SOUND HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation

Deborah Bracco  
Witness  
Printed Name: Deborah Bracco

BY: [Signature]  
Martha Schiffer, President

[Signature]  
Witness  
Printed Name: Navin Khan

Date: 7/13/20

Signature of TWO witnesses required by Florida law)

STATE OF FL  
COUNTY OF Orange

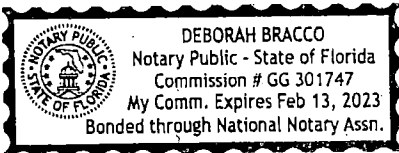
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization on this 13 day of July, 2020, by Martha Schiffer, as President of SAND LAKE SOUND HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation.

Witness my hand and official seal this 13 day of July, 2020.

(Notary Seal)

Deborah Bracco  
Notary Signature

Deborah Bracco  
Printed Notary Name



Notary Public in and for the County and State aforesaid

My commission expires: 2/13/23

“COUNTY”

Orange County, Florida  
By: Board of County Commissioners

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

Date: *2 September 2020*

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

By: *Craig Stopyra*  
foi Deputy Clerk

Printed Name: *Craig Stopyra*

Date: *SEP 02 2020*



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