

# BAL HARBOUR

- V I L L A G E -

Reinaldo Borges, Chair  
Elizabeth Camargo, Board Member  
Jose L. Gomez, Board Member  
Nathan VanDeman, Board Member  
David Koplowitz, Board Member

Village Manager Jorge M. Gonzalez  
Village Clerk Dwight S. Danie  
Building Official Eliezer Palacio  
Village Attorneys Weiss Serota  
Helfman Cole & Bierman, PA

## ARCHITECTURAL REVIEW BOARD

REGULAR MEETING AGENDA

MARCH 7, 2024

AT 1:00 P.M.

Bal Harbour Village Hall • 655 - 96<sup>th</sup> Street • Bal Harbour • Florida 33154

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*This meeting will be conducted in-person. The meeting will also be broadcast on the Village's website ([www.balharbourfl.gov](http://www.balharbourfl.gov)) and members of the public are encouraged to participate by calling 305-865-6449 by emailing [meetings@balharbourfl.gov](mailto:meetings@balharbourfl.gov) before and during the meeting.*

**1 CALL TO ORDER / ROLL CALL**

**2 PLEDGE OF ALLEGIANCE**

**3 APPROVAL OF MINUTES**

**3.1** February 2, 2024 ARB Minutes  
[Architectural Review Board Minutes\\_ February1\\_2024\\_short.pdf](#)

**4 ARB-HEARINGS** - *Please be advised that the following item on the agenda is quasi-judicial in nature. If you wish to comment upon an item, please inform the Chairman when he asks for public input on the item. An opportunity for persons to speak will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse either to be cross-examined or to be sworn, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Architectural Review Board to ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for their organization. Further details of the quasi-judicial procedures may be obtained from the Clerk.*

*(Disclosure of Ex-Parte Communications)  
(Swearing-In by Village Clerk)*

#### **4.1 ARB-2023-0004**

101 Bal Bay Drive, Bal Harbour FL, 33154

Architect(s): Naphtali Deutsch Architecture

Owners: Peter Markovitz & Lesley Markovitz

Interior & Exterior Renovation of 2-Story Residence

[1. 101 Bal Bay Dr - ARB MEMO.docx](#)

[3. 101 Bal Bay Dr - ARB2023-0004 ARB PRESENTATION.pdf](#)

[4. 101 Bal Bay Dr - ARB Application.pdf](#)

[5. 101 Bal Bay Dr - ARB Narrative.pdf](#)

[6. 101 Bal Bay Dr - Property Appraiser Report.pdf](#)

### **5 OTHER BUSINESS**

#### **5.1 2024 ARB Meeting Dates**

[2024-ARB-Calendar.pdf](#)

### **6 PUBLIC COMMENT**

### **7 ADJOURNMENT**

One or more members of any Village Committee/Board may attend this meeting of the Council and may discuss matters which may later come before their respective Boards/Committees. The New Business and Council Discussion Section includes a section for Public Comment. On public comment matters, any person is entitled to be heard by this Council on any matter; however, no action shall be taken by the Council on a matter of public comment, unless the item is specifically listed on the agenda, or is added to the agenda by Council action.

Any person who acts as a lobbyist, pursuant to Village Code Section 2-301 (Lobbyists), must register with the Village Clerk, prior to engaging in lobbying activities before Village staff, boards, committees, and/or the Village Council. A copy of the Ordinance is available in the Village Clerk's Office at Village Hall. If a person decides to appeal any decision made by the Village Council with respect to any matter considered at a meeting or hearing, that person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105).

In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this proceeding because of that disability should contact the Village Clerk's Office (305-866-4633), not later than two business days prior to such proceeding. All Village Council meeting attendees, including Village staff and consultants, are subject to security screening utilizing a metal detector and/or wand, prior to entering the Council Chamber, Conference Room, or other meeting area located within Village Hall. This is for the safety of everyone. Thanks for your cooperation.

# BAL HARBOUR

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## ARCHITECTURAL REVIEW BOARD

REGULAR MEETING MINUTES

FEBRUARY 1, 2024

AT 1:00 P.M.

Bal Harbour Village Hall • 655 - 96<sup>th</sup> Street • Bal Harbour • Florida 33154

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**1 CALL TO ORDER** - Chair Borges called the meeting to order at 1:11 PM.

The following Board Members were present:

Elizabeth Camargo

Jose Gomez

Nathan VanDeman (1:38 by phone, 1:45 in-person)

David Koplowitz

The following Board Members were not present:

Reinaldo Borges, Chair

The following were also present:

Eliezer Palacio, Building Director

Dwight Danie, Village Clerk

Susan Trevarthen, Village Attorney

Elizabeth Camargo was selected as Acting Chair for this meeting.

**2 PLEDGE OF ALLEGIANCE** - The Pledge of Allegiance was led by Acting Chair Elizabeth Camargo.

**3 APPROVAL OF MINUTES**

3.1 December 7, 2023 ARB Meeting Minutes

**MOTION: A Motion to approve the minutes was moved by Jose Gomez and seconded by David Koplowitz.**

**VOTE: The Motion passed by unanimous voice vote (3-0).**

## 4 ARB-HEARINGS -

Ms. Trevarthen read the quasi-judicial procedures statement. She then asked the board members to disclose ex parte communications, to which board members responded that they had none to disclose. The Village Clerk swore in all those who would be providing testimony. Mr. Koplowitz announced that he had a conflict of interest with Agenda items 4.1 and 4.2. and would be recusing himself.

### 4.1 ARB-21-12-001

192 Bal Bay Drive, Bal Harbour FL, 33154

Architect(s): Majestic Views Landscape Architects

Owners: 196 Bal Bay Florida Land Trust, Michale Kosnitzky Trustee  
Landscaping, Fences and Gates

This item was heard at 1:51 PM following Agenda Item 4.4 and after David Koplowitz recused himself and left the dais. Mr. Palacio introduced the item saying that the project regarding landscaping, fences, and gates on a site without a building structure, complies with the Appearance Code and Zoning Ordinance and has been reviewed and approved by the Village's Planning and Zoning Consultant and the Public Works and Beautification Department, adding that the applicant has agreed with all the Building Officials six conditions. He said that this was a companion submittal with 196 Bal Bay Drive.

Louis Vlahos, Majestic Views Landscape Architects, said that the project for 196 Bal Bay Drive was previously approved by the ARB but changes had been made to the fencing and landscaping, and that this project brings continuity to this adjoining lot. He described the proposed nautical-themed fence and gates to be added to the sea wall on the harbor side for safety reasons.

The Village Clerk read an email from Neca Logan, 62 Camden Drive, asking for clarification of the heights of the fence and gates and the materials to be used, to which Lauren Koplowitz, the owner's representative, provided a sample of the gate material and described the heights.

Acting Chair Camargo asked if the next Agenda Item 4.2 also be presented so that she could better understand the relationship between the two projects. Mr. Vlahos then presented the previously approved landscaping plan for 196 Bal Bay, and then presented the proposed changes in landscaping materials, fencing, and gates that would add more security and privacy.

**MOTION: A Motion to approve the project as presented with conditions proposed by the Building Official was moved Nathan VanDeman and seconded by Jose Gomez.**

The Building Official's conditions are as follows.

1. If any portion of the landscaping, fence, or any other permitted item will be located within the five-foot easement at the front or side of the property, then prior to the issuance of a required permit or permit revision to the master building permit, the Owner of the Project described herein shall execute "Hold Harmless Agreement" as a condition precedent to permit issuance.
2. If the proposed landscape and hardscape design is in conflict with the Village's stormwater infrastructure system, the Architect and Civil Engineer are required to resolve prior to permit issuance. Any revisions required to the hardscape or landscape shall be brought before the ARB, if applicable, or be administratively approved prior to permit
3. Perimeter landscaping required by the certificate of appropriateness must be maintained by the property owner in accordance with the standards of the code.
4. Applicant to apply for and obtain all required permits from the Building Department before beginning work.
5. Applicant to apply for and obtain all necessary permits and approvals from outside agencies.
6. The Certificate of Appropriateness expires 18 months after issuance as per Bal Harbour Village Municipal Code 2-75(d)(1-3).

**VOTE: The Motion passed by unanimous voice vote (3-0).**

**4.2 ARB-2023-0008**

196 Bal Bay Drive, Bal Harbour FL, 33154

Architect(s): Majestic Views Landscape Architects

Owners: 196 Bal Bay Florida Land Trust, Michale Kosnitzky Trustee  
Landscaping As-Built/Alteration

This item was discussed in conjunction with Agenda Item 4.1.

**MOTION: A Motion to approve the project as presented with conditions proposed by the Building Official was moved Nathan VanDeman and seconded by Acting Chair Camargo.**

The ARB approved the following conditions at its July 21, 2022 meeting:

1. Landscape Architect shall provide certified letter demonstrating compliance with Miami-Dade County Chapter 18A.
2. Trees shall be added to meet or exceed the previously approved tree canopy prior to issuance of a Certificate of Occupancy.
3. Compliance with Village Code of Ordinances Section 20-29, regarding obstruction of water meters, and Section 21-358 regarding walls, fences and landscape plantings.

4. Any new hedge must be planted at least 10' from the edge of the curb (existing hedge may remain).
5. Any new trees must be planted at least 10' from the edge of the curb (existing trees/palms may remain).
6. All Electrical, Mechanical and Plumbing equipment are required to be 1.0 foot above B.F.E. (Base Flood Elevation) per F.B.C. & A.S.C.E. 24 or, and cannot infringe upon the building setbacks.
7. Flood Design Data is required to be in accordance to F.B.C. 2020, Section 1603.1.7. & A.S.C.E. 24.
8. Architect to provide an Elevation Certificate FEMA Form 086-0-33, for proposed construction that complies with F.B.C. 322 & A.S.C.E. 24.
9. A construction contract and or detailed estimate of the proposed improvements is required to be submitted to establish proposed construction value.
10. The Project shall comply with Section 21-102, a and b regarding setbacks in the R-1 zoning district (as applied to single-family residential uses in the PC Zoning District per Section 21-146.1(a)).
11. The Project shall comply with Section 21-100, maximum building height of 35 ft. for single-family residential uses in the PC Zoning District.

These previous conditions numbered 1-11 still apply. The Building Official's additional conditions are as follows.

12. If any portion of the landscaping, fence, or any other permitted item will be located within the five-foot easement at the front or side of the property, then prior to the issuance of a required permit or permit revision to the master building permit, the Owner of the Project described herein shall execute "Hold Harmless Agreement" as a condition precedent to permit issuance.
13. If the proposed landscape and hardscape design is in conflict with the Village's stormwater infrastructure system, the Architect and Civil Engineer are required to resolve prior to permit issuance. Any revisions required to the hardscape or landscape shall be bought before the ARB, if applicable, or be administratively approved prior to permit.
14. Perimeter landscaping required by the certificate of appropriateness must be maintained by the property owner in accordance with the standards of the code.
15. Applicant to apply for and obtain all required permits from the Building Department before beginning work.
16. Applicant to apply for and obtain all necessary permits and approvals from outside agencies.
17. The Certificate of Appropriateness expires 18 months after issuance as per Bal Harbour Village Municipal Code 2-75(d) (1-3).

**VOTE: The Motion passed by unanimous voice vote (3-0).**

#### **4.3 ARB-22-05-003**

228 Park Drive, Bal Harbour FL, 33154

Architect(s): Richard Cortes

Owners: Abraham Gilinski

New Single-Family Residential

This Agenda item was heard at 1:14 P.M following the Approval of Minutes and the Village Attorney's opening statement. Mr. Palacio introduced the item saying that the resubmittal of plans for a new single-family residential home complies with the Appearance Code and Zoning Ordinance and has been reviewed and approved by the Village's Planning and Zoning Consultant and the Public Works and Beautification Department, adding that the applicant has agreed with all the Building Officials eighteen conditions.

Richard Cortes, PA, Richard Cortes PA Architects, and RCPA Builders, Inc., said that he had presented this item to the ARB a couple of months ago and that there were two items the Board wanted to review: interior elevations/renderings and samples. He presented the proposed Site Plan and Landscape Plans, adding that there had been a change in the landscape architect. After summarizing the proposed project he presented the material samples to the Board.

Acting Chair Camargo asked Mr. Cortes to highlight the changes that had been made since the last ARB hearing, to which Mr. Cortes said that mainly the landscaping had been changed and that he had worked with a civil engineer regarding the retainage of water.

Mr. Gomez said that he remembered why the ARB had asked for interior renderings, which he said was that the front door height didn't line up with the back area and that he could not see that relationship in the three-dimensional drawings. He also noted that from the current presentation, he could not see the transition of materials from the side to the front, where two different materials were meeting in two different planes, one framed and one flat.

Mr. Cortes said that his understanding was that the Board would consider how the project would behave with the rest of the neighborhood, and that he believed that the appearance, although subjective, made sense, and it represented what his client wanted to achieve.

Mr. VanDeman arrived by phone at 1:35 PM.

Acting Chair Camargo said that although the comments by the Board are friendly suggestions, the architect should take note that the horizontal lines in the front and back do not match.

Mr. VanDeman said that he was unable to discern the elevation of the pool equipment and asked if it would be screened with hedges. Vincent Filigenzi, Landscape Architect, said

that the equipment would be at base flood elevation and would be screened with hedges if allowed.

The Village Clerk read an email from Neca Logan, 64 Camden Drive, in which she asked where the mailbox would be located, and expressed her concern for the use of wood, and travertine or any unsealed stone.

**MOTION: A Motion to approve the project as presented with conditions proposed by the Building Official was moved David Koplowitz and seconded by Nathan VanDeman.**

The Building Official's conditions are as follows.

1. Landscape Architect shall provide certified letter demonstrating compliance with Miami-Dade County Chapter 18A.
2. Trees shall be added to meet or exceed the previously approved tree canopy prior to issuance of a Certificate of Occupancy.
3. Compliance with Village Code of Ordinances Section 20-29, regarding obstruction of water meters, and Section 21-358 regarding walls, fences and landscape plantings.
4. Any new hedge must be planted at least 10' from the edge of the curb (existing hedge may remain).
5. Any new trees must be planted at least 10' from the edge of the curb (existing trees/palms may remain).
6. All Electrical, Mechanical and Plumbing equipment are required to be 1.0 foot above B.F.E. (Base Flood Elevation) per F.B.C. & A.S.C.E. 24 or, and cannot infringe upon the building setbacks
7. Flood Design Data is required to be in accordance to F.B.C. 2020, Section 1603.1.7. & A.S.C.E. 24.
8. Architect to provide an Elevation Certificate FEMA Form 086-0-33, for proposed construction that complies with F.B.C. 322 & A.S.C.E. 24.
9. A construction contract and or detailed estimate of the proposed improvements is required to be submitted to establish proposed construction value.
10. The Project shall comply with Section 21-127, a, b, and c regarding setbacks in the R-2 Zoning District.
11. The Project shall comply with Section 21-125, maximum building height of 30 ft. in the R-2 Zoning District.
12. Zoning and Flood Resistant Design Review information included in this approval and backup report consists only of a preliminary review against the basic intent of the Village's zoning code and F.B.C. Chapter 16 requirements. Complete review and compliance with the Village Zoning Code and the F.B.C. shall be required prior to permit approval.



13. If any portion of the landscaping, fence, or any other permitted item will be located within the five-foot easement at the front or side of the property, then prior to the issuance of a required permit or permit revision to the master building permit, the Owner of the Project described herein shall execute "Hold Harmless Agreement" as a condition precedent to permit issuance.
14. If the proposed landscape and hardscape design is in conflict with the Village's stormwater infrastructure system, the Architect and Civil Engineer are required to resolve prior to permit issuance. Any revisions required to the hardscape or landscape shall be brought before the ARB or be administratively approved prior to permit.
15. Perimeter landscaping required by the certificate of appropriateness must be maintained by the property owner in accordance with the standards of the code.
16. Applicant to apply for and obtain all required permits from the Building Department before beginning work.
17. Applicant to apply for and obtain all necessary permits and approvals from outside agencies.
18. Pursuant to Village Code 2-75(d)(1-3), the Certificate of Appropriateness expires 18 months after issuance, if a principal building permit is not obtained to develop the property in accordance with the Certificate of Appropriateness.

**VOTE: The Motion passed by voice vote (3-1) with Jose Gomez voting against.**

Acting Chair Camargo asked the Village Attorney to clarify what the Board could do if they were not satisfied with a submittal, to which Ms. Trevarthen said if the Board raises a concern and it is not addressed by the applicant, the Board could vote the item down or ask the applicant to bring it back to the ARB. She urged the Board to vocalize their concerns and thoroughly discuss them.

Mr. VanDeman arrived in-person at 1:43 PM.

**4.4 ARB-2024-001**

150 Harbour Way, Bal Harbour FL, 33154

Architect(s): Andres Holliman, P.A. 9433

Owners: Simon Falic

Re-roof of Property, Roof Permit RFR2023-0173

This item was heard at 1:45 P.M. following Agenda Item 4.3. Mr. Palacio introduced the item saying that the project concerning roof replacement complies with the Appearance Code and Zoning Ordinance and has been reviewed and approved by the Village's Planning and Zoning Consultant and the Public Works and Beautification Department, adding that the applicant has agreed with all the Building Officials one condition.

Shena Dominitz, property owner, 150 Harbour Way, said she wanted to modernize the roof, making it a little flatter and changing the color from reddish to brownish. Daniel Naim, the owner’s representative, provided pictures showing the existing roof and renderings of the proposed roof. He distributed a sample of the materials to be used.

Acting Chair Camargo noted that a darker color would attract more heat to the roof and suggested that the insulation materials be checked and improved if need be, to minimize energy costs.

There were no comments from the public.

**MOTION: A Motion to approve the project as presented with the condition proposed by the Building Official was moved Nathan VanDeman and seconded by Jose Gomez.**

The Building Official’s condition is as follows.

19.A construction contract and or detailed estimate of the proposed improvements is required to be submitted to establish the proposed construction value.

**VOTE: The Motion passed by voice vote (4-0).**

**5 OTHER BUSINESS**

**5.1 2024 ARB Meeting Dates**

This item was deferred until the next scheduled ARB meeting.

**6 PUBLIC COMMENT** - There were no comments from the public.

**7 ADJOURNMENT** - The meeting was adjourned at 2:09 PM.

\_\_\_\_\_  
Reinaldo Borges, Chair



Attest:


\_\_\_\_\_  
Dwight S. Danie, Village Clerk

# BAL HARBOUR

- V I L L A G E -

## ARCHITECTURAL REVIEW BOARD MEMORANDUM

TO: Architectural Review Board Members

FROM: Eliezer Palacio, Building Director 

DATE: 3/7/2024

SUBJECT: 101 Bal Bay Drive  
Renovation of an existing two-story single-family

### BACKGROUND

The Village of Bal Harbour (the "Village") received an Architectural Review Board (ARB) application on October 23, 2023 for the renovation of an existing two-story single-family residence located at 101 Bal Bay Drive (the "Property"). There is currently an existing two-story residence on the Property.

The lot sits on Lots 1, Block 3, and is located in the R-2 single family zoning district of the Bal Harbour Village Residential Section. The lot is 12,069 square feet. The existing property has 4,295 square feet of conditioned interior space (4,801 conditioned interior space is proposed); Existing garage 496 square feet of unconditioned garage (205 square feet unconditioned garage is proposed); 214 square feet of unconditioned outdoor areas. A total square feet of 5,007 square feet is to remain.

The entrance to the residence faces West and the proposed garage entry does not face the street.

This home is located in the AE-8 N.G.V.D. Base Flood Elevation Zone and the Applicant is constructing the proposed addition at 7.1' N.G.V.D. as required by the Florida Building Code (F.B.C.) for AE zones. This improvement is not a substantial improvement.

### THE PROJECT (AE Description)

Please find the attached application for the interior and exterior renovation of the existing 2-story single family residence located at 101 Bal Bay Drive, Bal Harbour Village, Florida. The residence is in the 'Residential Section of Bal Harbour'. The existing building setbacks and footprint will remain as is and the outdoor pool and other landscaping are also to remain.

The original house was designed in the Spanish Colonial style, a style that can be found in other homes in the in the area. The proposed exterior work includes the replacement of existing windows and doors and the enclosing of the covered patio area which will be integrated into the interior living space. Also, the work includes the conversion of the garage to a kitchen, the replacement of the garage door with a bay window directly below the existing second floor bay window centered on the facade. To comply with Village covered parking regulations, we propose a carport. The proposed exterior stucco, window and wood trim paint colors will match the ARB approved colors from the 2015 submission. Color specifications and samples are referenced on the plans.

The interior space on the ground and second floor are reconfigured to increase functionally and to provide more delineated and better proportioned living spaces. The reconfiguration is achievable due to the garage-to-kitchen conversion and the gaining of the additional space by enclosing the covered patio area. Existing interior flooring and wall finishes as well as the HVAC system will be replaced throughout. New plumbing fixtures are proposed in the reconfigured bathrooms and kitchen.

As noted above, the existing building setbacks and footprint will remain as is and the outdoor pool and other landscaping are also to remain.

### RECOMMENDATION

It is the opinion of this writer that the proposed new addition to an existing two-story single-family residence follows the Village's Appearance Code and Zoning Ordinance. The Village Planning and Zoning Consultant and the Park's and Public Spaces Department has reviewed the plans and concur that the plans comply.

I recommend that the Board review the submittal for compliance and if they concur with my recommendation, issue a Certificate of Appropriateness.

If approved, the following conditions should be added to the motion:

1. Landscape Architect shall provide certified letter demonstrating compliance with Miami-Dade County Chapter 18A.
2. Trees shall be added to meet or exceed the previously approved tree canopy prior to issuance of a Certificate of Occupancy.
3. Compliance with Village Code of Ordinances Section 20-29, regarding obstruction of water meters, and Section 21-358 regarding walls, fences, and landscape plantings.
4. Any new hedge must be planted at least 10' from the edge of the curb.
5. Any new trees must be planted at least 10' from the edge of the curb.

6. All Electrical, Mechanical and Plumbing equipment are required to be 1.0 foot above B.F.E. (Base Flood Elevation) per F.B.C. & A.S.C.E. 24 and cannot infringe upon the building setbacks.
7. Flood Design Data is required to be in accordance to F.B.C. 2023, Section 1603.1.7. & A.S.C.E. 24.
8. Architect to provide an Elevation Certificate FEMA Form 086-0-33, for proposed construction that complies with F.B.C. 322 & A.S.C.E. 24.
9. A construction contract and or detailed estimate of the proposed improvements is required to be submitted to establish proposed construction value.
10. The Project shall comply with Section 21-127, a, b, and c regarding setbacks in the R-2 Zoning District.
11. The Project shall comply with Section 21-125, maximum building height of 30 ft. in the R-2 Zoning District.
12. Zoning and Flood Resistant Design Review information included in this approval and backup report consists only of a preliminary review against the basic intent of the Village's Zoning Code and F.B.C. Chapter 16 requirements. Complete review and compliance with the Village Zoning Code and the F.B.C. shall be required prior to permit approval.
13. If any portion of the landscaping, fence, or any other permitted item will be located within the five-foot easement at the front or side of the property, then prior to the issuance of a required permit or permit revision to the master building permit, the Owner of the Project described herein shall execute "Hold Harmless Agreement" as a condition precedent to permit issuance.
14. If the proposed landscape and hardscape design conflicts with the Village's stormwater infrastructure system, the Architect and Civil Engineer are required to resolve prior to permit issuance. Any revisions required to the hardscape or landscape shall be bought before the ARB, if applicable, or be administratively approved prior to permit.
15. Perimeter landscaping required by the certificate of appropriateness must be maintained by the property owner in accordance with the standards of the code.
16. Applicant to apply for and obtain all required permits from the Building Department before beginning work.
17. Applicant to apply for and obtain all necessary permits and approvals from outside agencies.
18. Pursuant to Village Code 2-75(d)(1-3), the Certificate of Appropriateness expires 18 months after issuance, if a principal building permit is not obtained to develop the property in accordance with the Certificate of Appropriateness.



# MARKOVITZ RESIDENCE

101 BAL BAY DRIVE BAL HARBOUR, FL 33154

**GENERAL INFORMATION:**

THE LOT SITS ON LOT 1 BLOCK 3 AND IS LOCATED IN THE R2 SINGLE FAMILY ZONING DISTRICT OF THE VILLAGE RESIDENTIAL SECTION OF BAL HARBOUR. THE LOT IS 12,069.03 SQUARE FEET. THE EXISTING SINGLE FAMILY RESIDENTIAL BUILDING ON THE PROPERTY 101 BAL BAY DRIVE HAS 4,295.76 SQUARE FEET OF CONDITIONED INTERIOR SPACE (4,801.19 SF CONDITIONED INTERIOR SPACE IS PROPOSED); 496.89 SQUARE FEET OF UNCONDITIONED GARAGE (205.81 SQUARE FEET UNCONDITIONED GARAGE IS PROPOSED); 214.35 SQUARE FEET OF UNCONDITIONED OUTDOOR AREAS (0 SQUARE FEET OF UNCONDITIONED OUTDOOR AREAS IS PROPOSED). A TOTAL SQUARE FOOTAGE OF 2007 SQUARE FEET IS TO REMAIN. THE ENTRANCE TO THE RESIDENCE FACES WEST AND THE EXISTING GARAGE ENTRY FACING SOUTH IS TO REMAIN.

**BUILDING INFORMATION:**

ADDRESS: 101 BAL BAY DRIVE BAL HARBOUR, FL 33154  
 OCCUPANCY CLASSIFICATION: R-2  
 OCCUPANCY LOAD: SINGLE FAMILY DWELLING (4,257 SF.)  
 200 GROSS OCCUPANT LOAD - MAX. 21 OCCUPANTS  
 CONSTRUCTION CLASSIFICATION: I-A  
 RISK CATEGORY (FBC 1604.5): II  
 EXPOSURE CATEGORY (FBC 1604.4.3.): D  
 ALTERATION LEVEL: LEVEL 2  
 OWNER: PETER MARKOVITZ, LESLEY MARKOVITZ  
 PA PRIMARY ZONE: 0800 SGL FAMILY - 1701-1900 SQ  
 PRIMARY LAND USE: 0101 RESIDENTIAL - SINGLE FAMILY: 1 UNIT  
 FLOORS: 2  
 ACTUAL AREA: 5,007 SF.  
 LIVING AREA: 4,257 SF.  
 LOT SIZE: 12,069.03 SF.  
 LEGAL DESCRIPTION: 26-27 52 42 PB 44-98 BAL HARBOUR RESIDENTIAL SEC LOT 1 BLK 3 AND PROP INT IN & TO COMMON ELEMENTS NOT DEDICATED TO PUBLIC LOT SIZE 92.130 X 131.000 C22388-3750 06 2004 1

FLOOD MANAGEMENT DATA		
ITEM		
A.	FLOOD ZONE:	AE
B.	BASE FLOOD ELEVATION (BFE) FEMA MAP:	8.0' N.G.V.D.
B1.	BASE FLOOD ELEVATION (BFE) BAL HARBOUR VILLAGE:	9.59' N.G.V.D.
C.	DESIGN FLOOD ELEVATION (DFE) (EXISTING):	9.59' N.G.V.D.
CI.	CRAWLSPACE GRADE ELEVATION:	N/A
D.	GARAGE TOP OF SLAB ELEVATION (LP):	7.05' N.G.V.D.
E.	GARAGE TOP OF SLAB ELEVATION (HP):	7.1' N.G.V.D.
F.	LOWEST T.O.S. ELEVATION OF HABITABLE SPACE:	7.93' N.G.V.D.
G.	NEXT HIGHER FLOOR ELEVATION (EXISTING):	9.0' N.G.V.D.
GI.	NEXT HIGHER FLOOR ELEVATION (2ND FLOOR):	18.93' N.G.V.D.
H.	COVERED TERRACE T.O.S. ELEVATION:	N/A
I.	LOWEST GRADE ELEVATION ADJACENT TO THE BUILDING:	6.3' N.G.V.D.
J.	HIGHEST GRADE ELEVATION ADJACENT TO THE BUILDING:	6.8' N.G.V.D.
K.	LOWEST ELEVATION OF EQUIPMENT:	7.3' N.G.V.D.
M.	CROWN OF ROAD ELEVATION:	4.63' N.G.V.D.
O.	PANEL NUMBER:	0144 L

**GENERAL NOTES:**

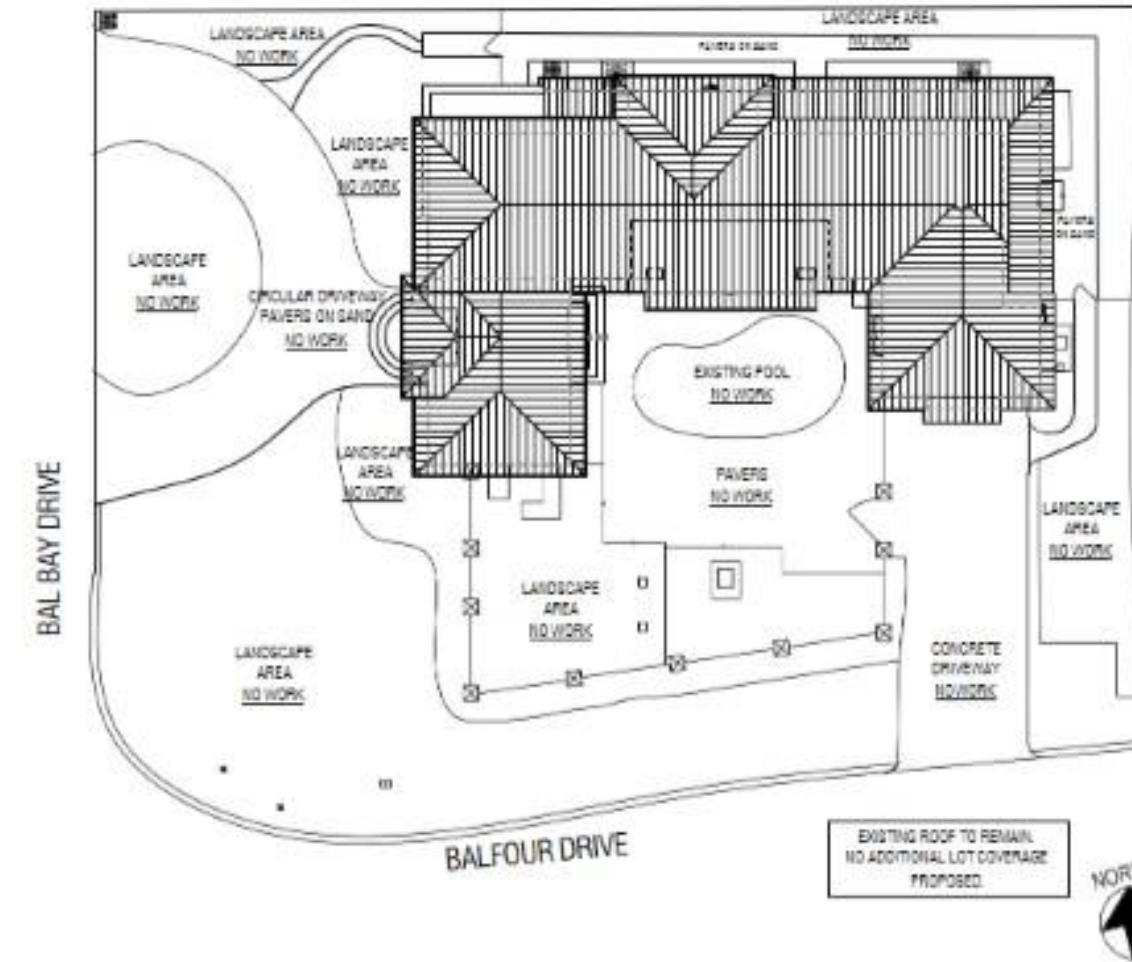
- REPLACEMENT OF WINDOWS THROUGHOUT. REFER TO ELEVATIONS.
- REPLACEMENT OF SCONCE FIXTURES IN EXISTING LOCATIONS.
- HOUSE 'FOOTPRINT' TO REMAIN.
- LANDSCAPING TO REMAIN.
- EXISTING IMPERVIOUS AND PERVIOUS AREA TO REMAIN.



AERIEL VIEW



SATELLITE VIEW



KEY PLAN

Architect:  
**NAP-TALI DEUTSCH RA AIA**  
 NAPHTALI DEUTSCH ARCHITECTURE  
 9559 COLLINS AVENUE, APT. 10075  
 SURFSIDE, FL 33154  
 NAPHTALID@GMAIL.COM  
 917.370.7992  
 FL LIC. NO. AR 101246

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 1. Drawing not to be used for construction purposes unless authorized by Architect.  
 2. Drawing not to be scaled.  
 3. Contractor to verify all dimensions and conditions before construction and immediately notify Architect of any discrepancies.

**MARKOVITZ RESIDENCE**  
 101 BAL BAY DRIVE  
 BAL HARBOUR, FL 33154

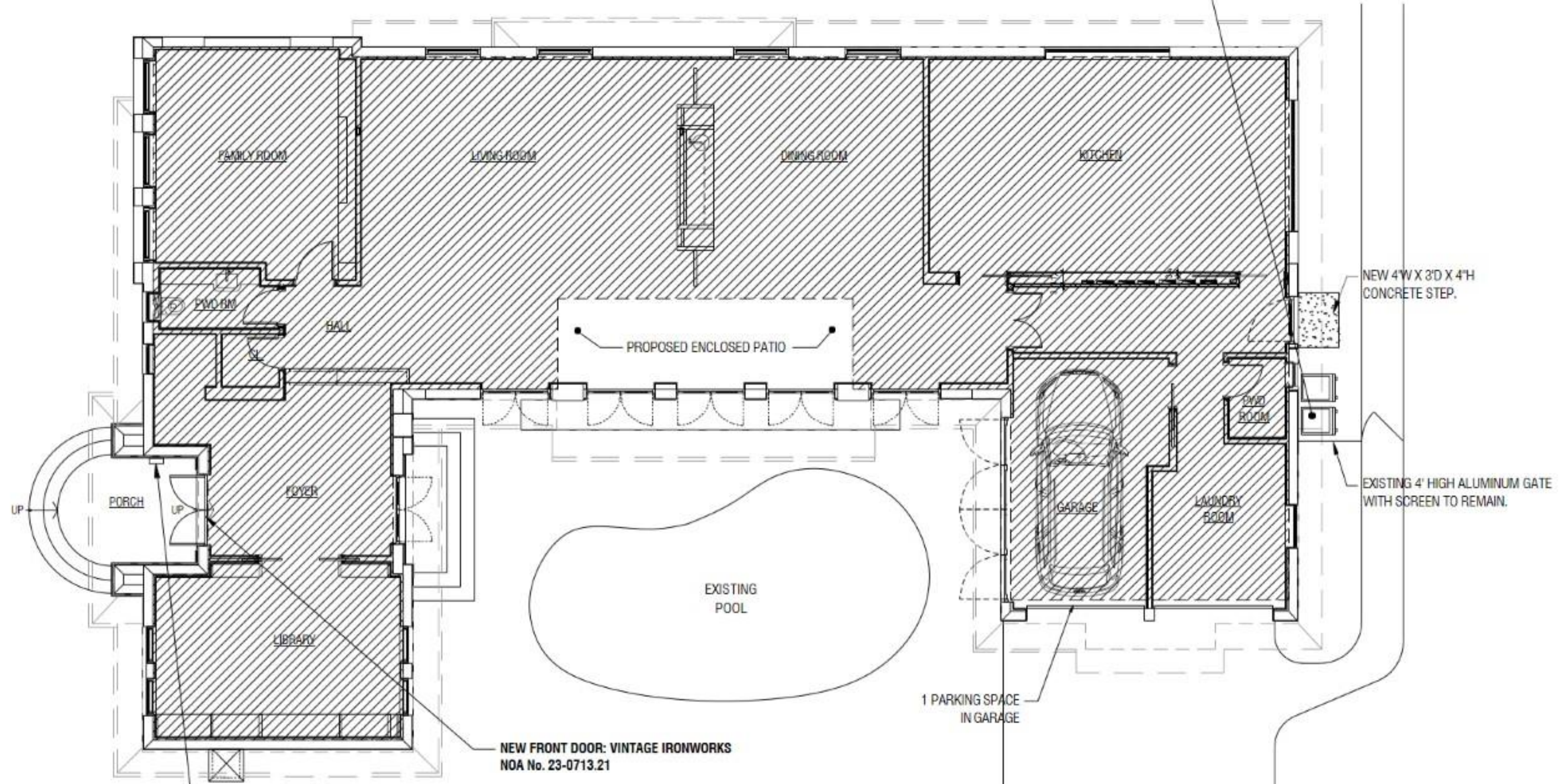
TL ND  
 10/1/2023 NTS

Drawing Title:

COVER PAGE

G-001.00

**BAL HARBOUR VILLAGE CODE SEC. 5.5-5. (2) H.**  
 EXISTING REFUSE AND WASTE REMOVAL AREAS, SERVICE YARDS,  
 STORAGE YARDS, AND EXTERIOR WORK AREAS  
**SCREENED FROM STREETS AND PUBLIC WAYS, INCLUDING WATERWAYS,**  
 SERVICE ALLEYS AND ADJOINING PROPERTIES TO REMAIN.



**BAL HARBOUR VILLAGE CODE SEC. 5.5-5. (4) D.**  
 EXISTING MAILBOX TO REMAIN AT THE  
 RESIDENCE ENTRY POINT.

**NEW FRONT DOOR: VINTAGE IRONWORKS**  
 NOA No. 23-0713.21

- GENERAL NOTES:**
1. REPLACEMENT OF WINDOWS THROUGHOUT. REFER TO ELEVATIONS.
  2. REPLACEMENT OF SCENCE FIXTURES IN EXISTING LOCATIONS.
  3. HOUSE 'FOOTPRINT' TO REMAIN.
  4. LANDSCAPING TO REMAIN.
  5. EXISTING IMPERVIOUS AND PERVIOUS AREA TO REMAIN.

**ARCHITECT:**  
 NAP-TALI DEUTSCH RA AIA  
 NAPHTALI DEUTSCH ARCHITECTURE  
 9559 COLLINS AVENUE, APT. 10075  
 SURFSIDE, FL 33154  
 NAPHTALID@GMAIL.COM  
 917.370.7592  
 FL LIC. NO. AR 101296

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 2. Drawing not to be used for other than the project specified.  
 3. Contractor to verify all dimensions and conditions before construction and immediately notify Architect of any discrepancies.



**MARKOVITZ RESIDENCE**  
 101 BAL BAY DRIVE  
 BAL HARBOUR, FL 33154

TL	ND
10/1/2023	1/8" = 1'-0"

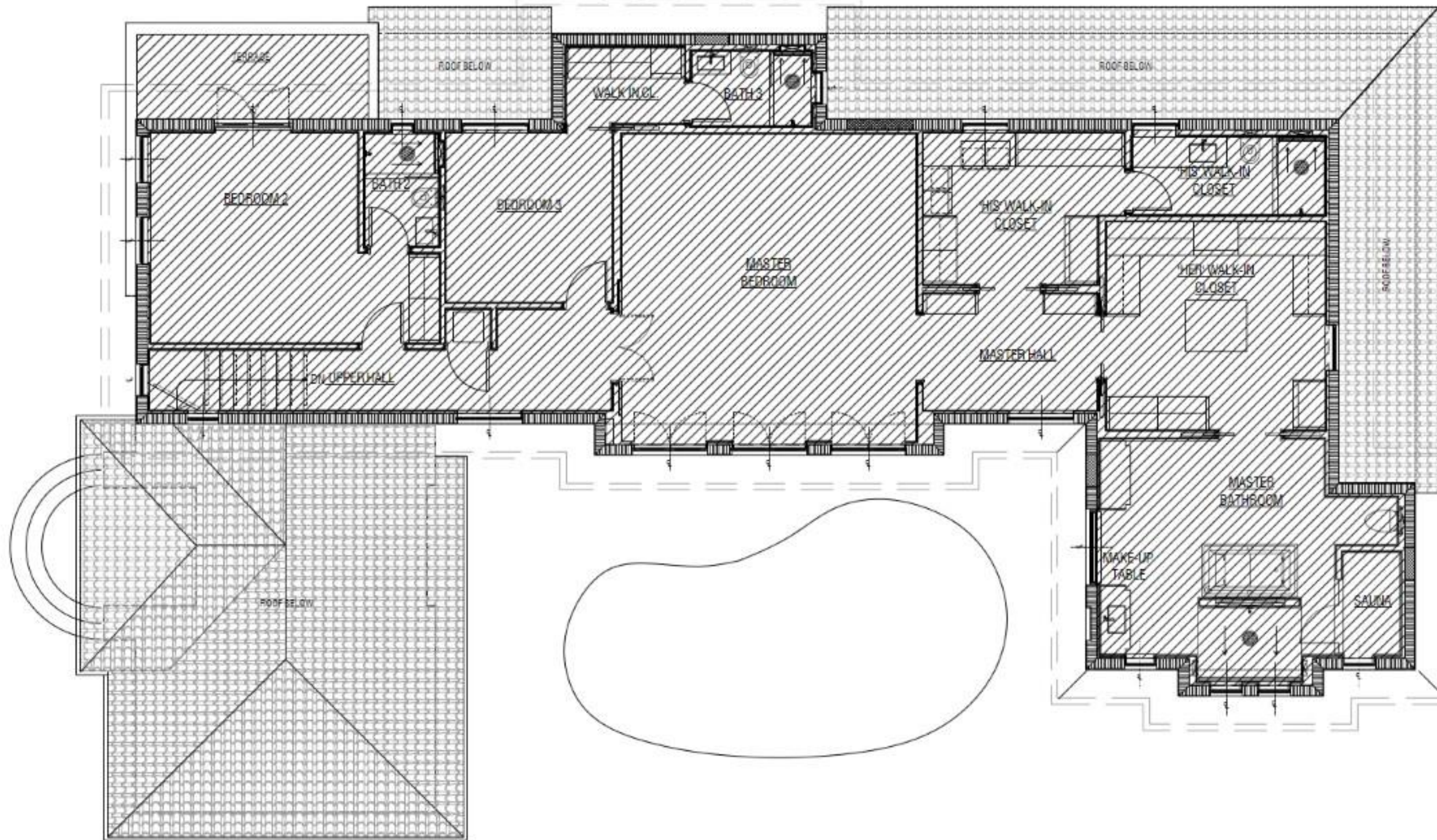
GROUND FLOOR  
 PLAN

A-001.00  
 2 OF 3



Architect:  
**NAP-TALI DEUTSCH RA AIA**  
 NAPHTALI DEUTSCH ARCHITECTURE  
 9559 COLLINS AVENUE, APT. 10075  
 SURFSIDE, FL 33154  
 NAPHTALID@GMAIL.COM  
 917.370.7992  
 FL LIC. NO. AR 101296

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**GENERAL NOTES:**

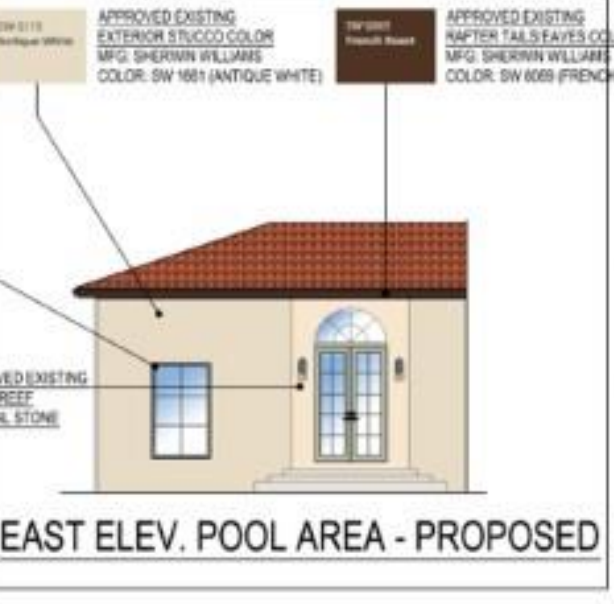
1. REPLACEMENT OF WINDOWS THROUGHOUT. REFER TO ELEVATIONS.
2. REPLACEMENT OF SCNCE FIXTURES IN EXISTING LOCATIONS.
3. HOUSE 'FOOTPRINT' TO REMAIN.
4. LANDSCAPING TO REMAIN.
5. EXISTING IMPERVIOUS AND PERVIOUS AREA TO REMAIN.

**MARKOVITZ RESIDENCE**  
 101 BAL BAY DRIVE  
 BAL HARBOUR, FL 33154

TL	ND
10/1/2023	1/4" = 1'-0"

SECOND FLOOR PLAN

A-002.00



Architect:  
**NAPHTALI DEUTSCH RA AIA**  
 NAPHTALI DEUTSCH ARCHITECTURE  
 9559 COLLINS AVENUE, APT. 10075  
 SURFSIDE, FL 33154  
 NAPHTALI.D@GMAIL.COM  
 917.370.7992  
 FL LIC. NO. AR 101246

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- Drawing not to be used for construction purposes unless authorized by Architect.
- Drawing not to be scaled.
- Contractor to verify all dimensions and conditions before construction and immediately notify Architect of any discrepancies.

Sign/Seal

--	--

Revised:

No.	Date	Description

Issued:

No.	Date	Description

Project:

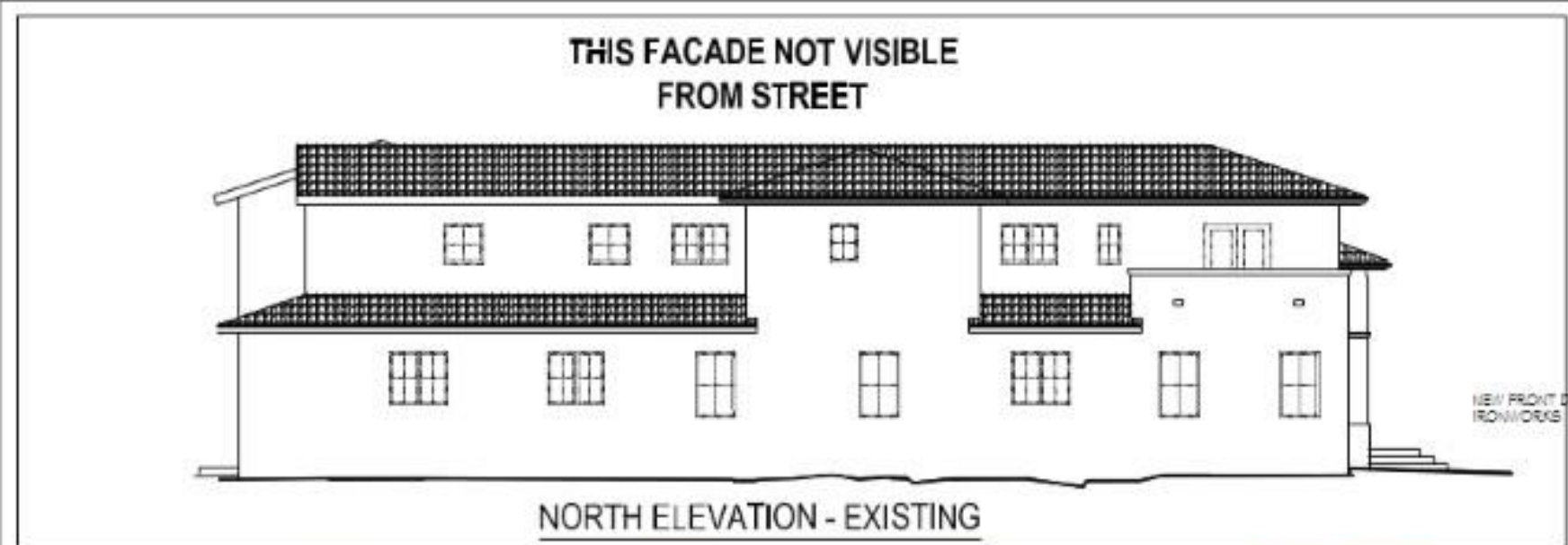
**MARKOVITZ RESIDENCE**  
 101 BAL BAY DRIVE  
 BAL HARBOUR, FL 33154

TL	ND
10/1/2023	1/4" = 1'-0"

Drawing Title:  
 EXISTING AND PROPOSED ELEVATIONS COLOR RENDERING

NAP-ITALI DEUTSCH RA AIA  
 NAPITALI DEUTSCH ARCHITECTURE  
 9559 COLLINS AVENUE, APT. 10075  
 SURFSIDE, FL 33154  
 NAPITALI@GMAIL.COM  
 917.370.7592  
 FL LIC. NO. AR 101246

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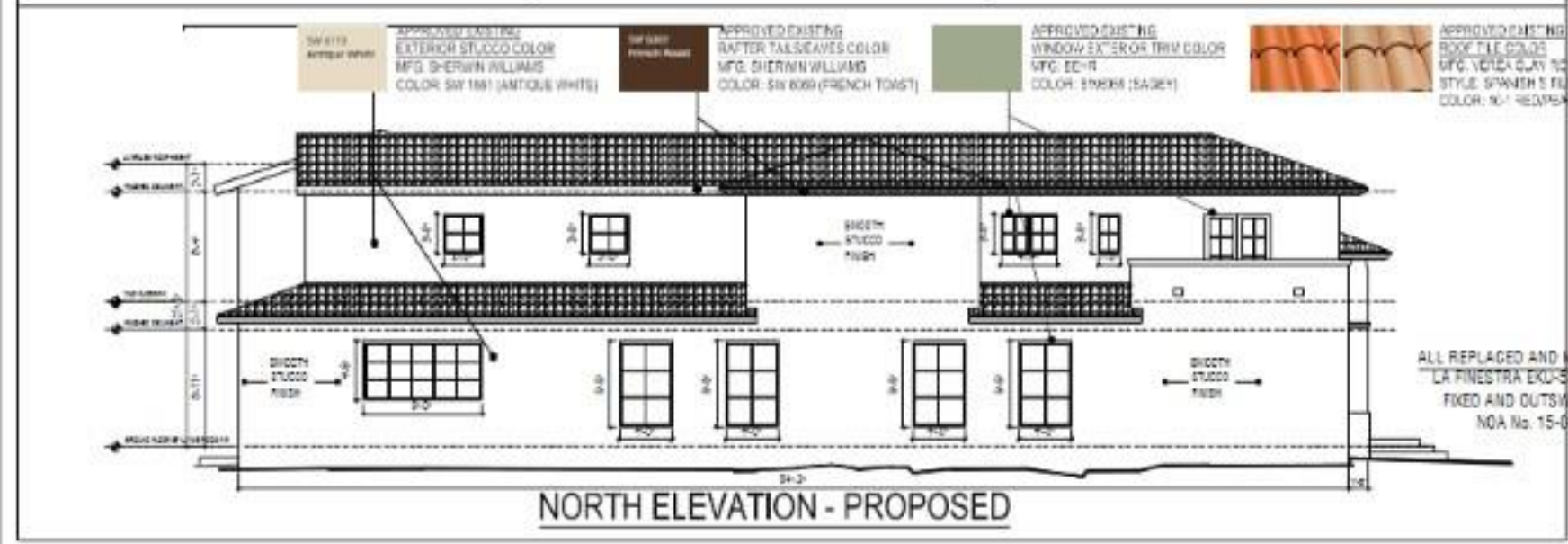
NORTH ELEVATION - EXISTING



WEST ELEVATION - EXISTING



WEST ELEV. POOL AREA - EXISTING



NORTH ELEVATION - PROPOSED



WEST ELEVATION - PROPOSED



WEST ELEV. POOL AREA - PROPOSED



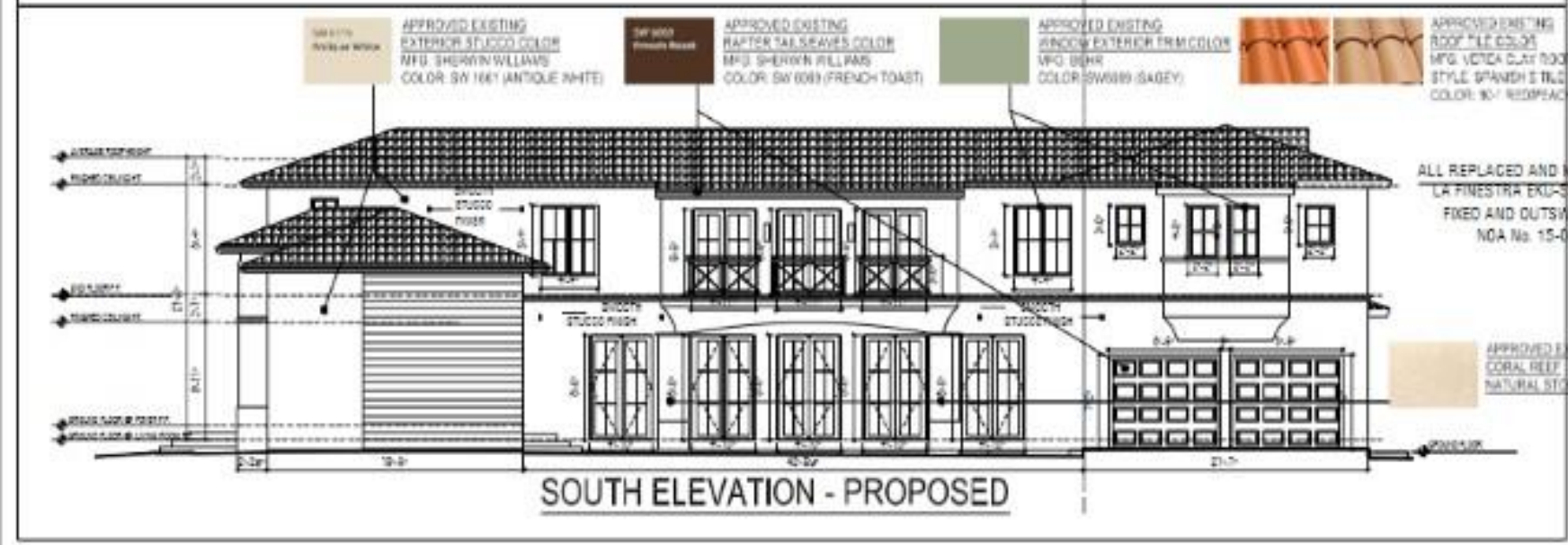
SOUTH ELEVATION - EXISTING



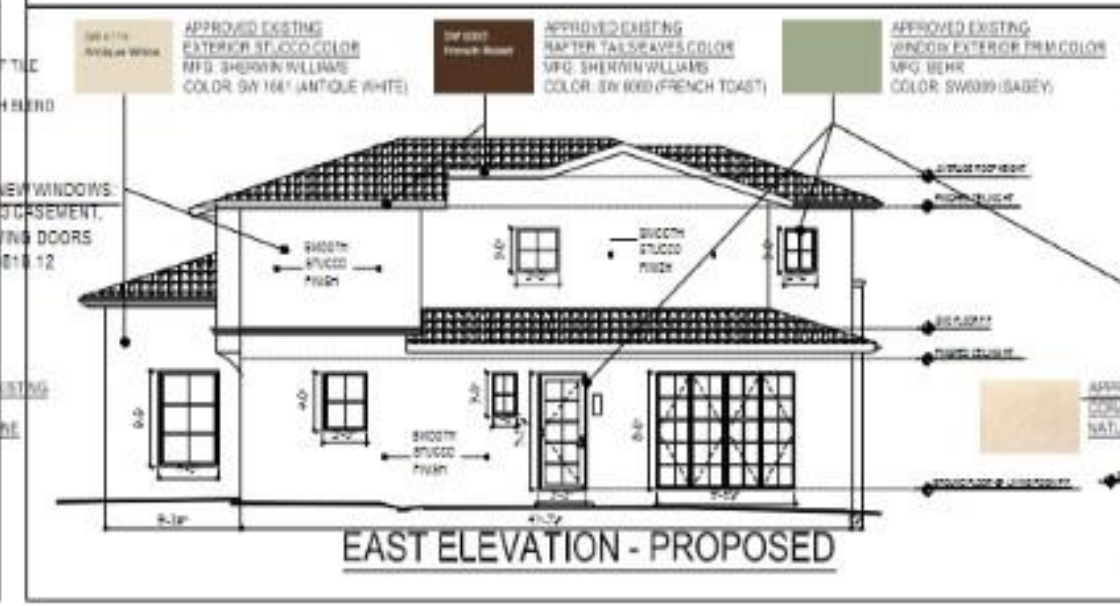
EAST ELEVATION - EXISTING



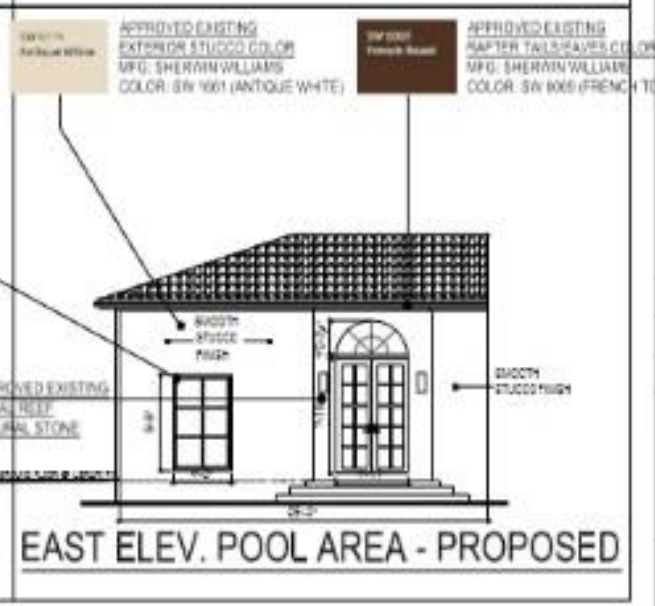
EAST ELEV. POOL AREA - EXISTING



SOUTH ELEVATION - PROPOSED



EAST ELEVATION - PROPOSED



EAST ELEV. POOL AREA - PROPOSED

MARKOVITZ RESIDENCE  
 101 BAL BAY DRIVE  
 BAL HARBOUR, FL 33154

TL MD  
 10/1/2023 1/4" = 1'-0"

EXISTING AND PROPOSED ELEVATIONS

A-004.00

# BAL HARBOUR

- V I L L A G E -

The undersigned Agent/Owner request(s) Architectural Review Board review of the following application(s):

New Building (\$2,500.00)     Alteration/ Additions (\$1,000.00)     Revision (\$250.00)

## PROJECT INFORMATION

Street Address of the Subject Property: 101 BAL BAY DRIVE, BAL HARBOUR FL 33154

Property/Project Name: MARKOVITZ RESIDENCE

Legal description: Lot(s) 1

Block(s) 3 Section(s) "RESIDENTIAL SECTION OF BAL HARBOUR"

Folio No. 12-2226-002-0430

Owner(s): PETER MARKOVITZ & LESLEY MARKOVITZ

Mailing Address: 101 BAL BAY DRIVE, BAL HARBOUR FL 33154

Telephone: 443-570-3432 Fax —

Other — Email BROHNUK @ GMAIL.COM

Architect(s)/Engineer(s): NAPHTALI DEUTSCH ARCHITECTURE

Architect(s)/Engineer(s) Mailing Address: 9559 COLLINS AVENUE, APT 1007 SURFSIDE FL 33154

Telephone: Business 917-370-7992 Fax —

Other — Email NAPHTALID @ GMAIL.COM

## PROJECT INFORMATION

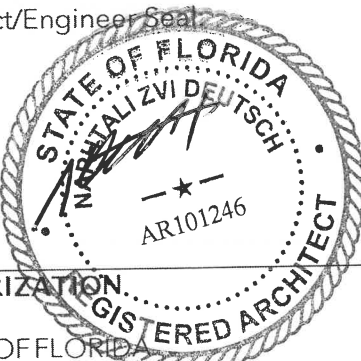
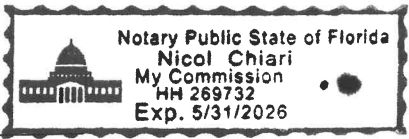
Project Description(s): INTERIOR & EXTERIOR RENOVATION OF 2-STORY RESIDENCE.

Estimated project cost\*: \$558,000  
(\*Estimated cost shall be +/- 10% of actual cost)

Date(s) of Previous Submittal(s) and Action(s): —

- 9. A written narrative explaining the architectural style of the proposed building or alteration
- 10. I have received consent from the owner of the property to file this application.

**NOTE: ONLY ONE SIGNATURE OR AFFIRMATION/CONSENT IS REQUIRED**

Owner Printed Name: <u>PETER MARKOVITZ</u>		
Owner Signature:		
Address: <u>101 BAL BAY DRIVE BAL HARBOUR FL 33154</u>		
Telephone: <u>443-570-3432</u>	Fax:	Email: <u>BKOHNUK@GMAIL.COM</u>
Architect(s)/Engineer(s) Print Name: <u>NAPHTALI DEUTSCH</u>		Architect(s)/Engineer(s) Signature:
Address: <u>9559 COLLINS AVENUE APT 1007</u>		
<u>SURFSIDE FL 33154</u>		
Telephone: <u>917-370-7992</u>	Fax:	
Email: <u>NAPHTALI D @ GMAIL.COM</u>		
Architect/Engineer Seal		
		
<b>NOTARIZATION</b>		
STATE OF FLORIDA COUNTY OF MIAMI-DADE		
Sworn to or affirm and subscribed before me this <u>6<sup>th</sup></u> day of <u>October</u>		
in the year 20 <u>23</u> by <u>Naphthali Deutsch</u> who has taken an oath and is personally known to me or has produced _____ as identification.		
My Commission Expires: <u>5/31/2026</u>		
<u>Nicole</u> Notary Public		

## EXHIBIT A-OWNER

### BAL HARBOUR VILLAGE INDEMNIFICATION AND HOLD HARMLESS AGREEMENT FOR ISSUANCE OF A BUILDING PERMIT (OWNER)

This Indemnification and Hold Harmless Agreement ("Agreement") is entered into on this 6 day of 05, 2023 ("Effective Date") by N. DEUTSCH ("Owner") for the benefit of the Bal Harbour Village, a municipal corporation of the State of Florida ("Village") as follows:

**WHEREAS**, Owner owns the real property located at 101 BAL BAY DR., (Property Address), as further described in Exhibit A ("Property"); and

**WHEREAS**, Owner is submitting application and related plans to the Village for the issuance of building permit(s) for interior building renovations and an addition to the residential structure (the "Permit(s)") located on the Property; and

**WHEREAS**, Village has agreed to issue Permit(s), subject to certain conditions, including, without limitation, Owner's agreement to indemnify and hold Village harmless in the event of: (1) any claim or action brought against Village claiming that the Permit(s) were not properly issued, modified, cancelled or revoked; (2) any claim or action brought against the Village resulting from corrective work performed and/or required under the Permit(s); and (3) any claim or action brought against Village resulting from the interior building renovations and addition to the residential structure located on the Property. As such, the Owner has agreed and consents to provide such an agreement, as follows.

**NOW THEREFORE**, in consideration of the promises contained herein, and the Village's issuance of the Permit(s), be it agreed by and between the Parties as follows:

**Section 1.** The foregoing recitals are true and correct and are incorporated into and form part of this Agreement.

**Section 2.** Owner, its successors and assigns, hereby agrees to indemnify and hold harmless Village, its agents and authorized personnel from any responsibility or liability for any and all claims, demands, lawsuits and actions of any type whatsoever, including, without limitation, any attorney's fees, costs and/or damages incurred by Village resulting from issuance of the Permit(s), modification of the Permit(s), cancellation of the Permit(s) or revocation of the Permit(s). Owner furthermore assumes responsibility for the correction, if required, of work performed under the Permit(s).

**Section 3.** Owner agrees that upon issuance of Permit(s) by the Village, Owner shall proceed at the Owner's own risk and Owner may be subject to raising the entire residential structure and/or new building addition to the Base Flood Elevation (BFE) plus 1.0 feet (9.0 ft. ngvd), if the improvements authorized pursuant to the Permit(s) exceed the 50% FEMA Substantial Improvement threshold, established pursuant to the National Flood Insurance Act of 1968.

**Section 4.** All notices, demands, correspondence and communication made by Village to Owner in connection with this Agreement must be in writing and shall be deemed to have been delivered on the date post-marked by mailing the same by certified mail, or on the date sent by overnight or the express courier, addressed to Owner at the following addresses:

[Owner] *Peter MARONITZ*  
(Property Address) 101 BAL BAY DRIVE  
Bal Harbour, Florida 33154

Section 5.

1. This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written.
2. The invalidity of any of the provisions hereof shall in no way affect or invalidate the remainder of this Agreement.
3. This Agreement shall be construed in accordance with the laws of the State of Florida, and any proceeding arising between the parties in any manner pertaining to this Agreement shall, to the extent permitted by law, be held in Miami Dade County, Florida.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

WITNESSES:

[Owner] ~~AGENT~~

NAPTALI DEUTSCH

[Signature]

Signature

NAPTALI DEUTSCH

Print Name

[insert name], Authorized Signatory

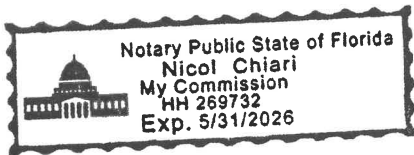
Signature

Print Name

STATE OF Florida )

COUNTY OF Miami-Dade ) SS:

<sup>2023</sup> The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of October, 20~~22~~ by Naptali Deutsch, [Owner]. He/she is personally known to me or has produced as identification.



[Signature]

Notary Public

Typed, printed or stamped name of Notary Public

Commission Expires: 5/31/2026

LEGAL DESCRIPTION OF PROPERTY

[Insert]



## EXHIBIT A - CONTRACTOR

### BAL HARBOUR VILLAGE INDEMNIFICATION AND HOLD HARMLESS AGREEMENT FOR ISSUANCE OF A BUILDING PERMIT (CONTRACTOR)

This Indemnification and Hold Harmless Agreement ("Agreement") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202~~3~~<sup>2</sup> ("Effective Date") by \_\_\_\_\_, ("Contractor") for the benefit of the Bal Harbour Village, a municipal corporation of the State of Florida ("Village") as follows:

**WHEREAS**, Peter Mackon ("Owner") owns the real property located at 101 BALDWIN DRIVE (Property Address), as further described in Exhibit A ("Property"); and

**WHEREAS**, Contractor has been hired by Owner to complete interior building renovations and an addition to the residential structure located on the Property; and

**WHEREAS**, Owner is submitting application and related plans to the Village for the issuance of building permit(s) for said interior building renovations and an addition to the residential structure (the "Permit(s)") located on the Property; and

**WHEREAS**, Village has agreed to issue Permit(s), subject to certain conditions, including, without limitation, Contractor's agreement to indemnify and hold Village harmless in the event of: (1) any claim or action brought against Village claiming that the Permit(s) were not properly issued, modified, cancelled or revoked; (2) any claim or action brought against the Village resulting from corrective work performed and/or required under the Permit(s); and (3) any claim or action brought against Village resulting from the interior building renovations and addition to the residential structure located on the Property. As such, Contractor has agreed and consents to provide such an agreement, as follows.

**NOW THEREFORE**, in consideration of the promises contained herein, and the Village's issuance of the Permit(s), be it agreed by and between the Parties as follows:

**Section 1.** The foregoing recitals are true and correct and are incorporated into and form part of this Agreement.

**Section 2.** Contractor, its successors and assigns, hereby agrees to indemnify and hold harmless Village, its agents and authorized personnel from any responsibility or liability for any and all claims, demands, lawsuits and actions of any type whatsoever, including, without limitation, any attorney's fees, costs and/or damages incurred by Village resulting from issuance of the Permit(s), modification of the Permit(s), cancellation of the Permit(s) or revocation of the Permit(s). Contractor furthermore assumes responsibility for the correction, if required, of work performed under the Permit(s).

**Section 3.** Contractor agrees that upon issuance of Permit(s) by the Village, Contractor shall proceed at the Contractor's own risk and Contractor may be subject to raising the entire residential structure and/or new building addition to the Base Flood Elevation (BFE) plus 1.0 feet (9.0 ft. ngvd), if the improvements authorized pursuant to the Permit(s) exceed the 50% FEMA

Substantial Improvement threshold, established pursuant to the National Flood Insurance Act of 1968.

**Section 4.** All notices, demands, correspondence and communication made by Village to Contractor in connection with this Agreement must be in writing and shall be deemed to have been delivered on the date post-marked by mailing the same by certified mail, or on the date sent by overnight or the express courier, addressed to Contractor at the following addresses:

[Contractor]  
[insert address] *TBP.*

**Section 5.**

1. This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written.
2. The invalidity of any of the provisions hereof shall in no way affect or invalidate the remainder of this Agreement.
3. This Agreement shall be construed in accordance with the laws of the State of Florida, and any proceeding arising between the parties in any manner pertaining to this Agreement shall, to the extent permitted by law, be held in Miami Dade County, Florida.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

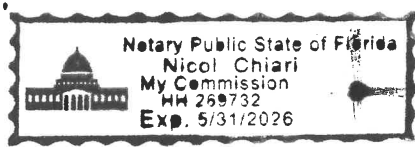
WITNESSES: [Contractor]

Signature [insert name], Authorized Signatory  
Print Name

[Handwritten Signature]  
Signature  
Print Name

STATE OF )  
) SS:  
COUNTY OF )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of October, ~~2020~~ 2023 by Natali Deutsch [Contractor]. He/she is personally known to me or has produced \_\_\_\_\_ as identification.



Nicol Chiari  
Notary Public  
NICOL CHIARI  
Typed, printed or stamped name of Notary Public

Commission Expires: 5/31/2026

LEGAL DESCRIPTION OF PROPERTY

[Insert]

## EXHIBIT B

This instrument prepared by:

Maria V. Currais, Esq.  
Weiss Serota Helfman Cole & Bierman, P.L.  
2525 Ponce de Leon Blvd, Suite 700  
Coral Gables, Florida 33134  
(305) 854-0800

Folio Number 12-2226-002-0430  
HOLD HARMLESS AGREEMENT

THIS HOLD HARMLESS AGREEMENT ("Hold Harmless Agreement") dated OCT 6, 2023 is made by PETER MARKOVITZ (collectively, "Owner") in favor of BAL HARBOUR VILLAGE, a Florida municipal corporation ("Village").

### RECITALS:

- A. Owner is the owner of the following described real property located at 101 BAL BAY DRIVE, in Bal Harbour Village, Miami-Dade County, Florida (the "Property"):  
Lot 1, Block 3, RESIDENTIAL SECTION OF BAL HARBOUR, according to the Plat thereof recorded in Plat Book 44, at Page 98 of the Public Records of Miami-Dade County, Florida (Folio # 12-2226-002-0430).
- B. Simultaneously herewith the Village has granted the Owner Permit Number # \_\_\_\_\_ (the "Permit") for the following work \_\_\_\_\_ (the "Permitted Work"). The Permitted Work will be located within the current five foot easement located in the rear and, if a corner lot, on the side of the Property ("Rear Utility Easement").
- C. In connection with and as consideration for granting of the Permit, the Owner and Owner's successors or assigns hereby agree to hold the Village harmless against any and all claims, demands, damages or suits by any utility providers or other third party that may arise due to the Owner's use of the Rear Utility Easement area.

### AGREEMENT:

NOW, THEREFORE, in consideration for granting of the Permit, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Owner, on behalf of itself and on behalf of any of its successors or assigns, hereby agrees as follows:

- Owner acknowledges that the Village does not have the authority to alter or terminate the easement rights of any utility providers or other third party which has the right to use the Rear Easement Area; therefore, such entities may object to the use of the Rear Utility Easement by the Owner in the manner set forth in the Permit and may require Owner to permanently or temporarily remove any or all of the Permitted Work.
- Owner agrees to indemnify, defend and hold harmless and forever release and discharge the Village and its employees, officers, agents and authorized personnel from any and all claims, actions, damages or liability, including the costs of any suit, attorneys' fees at trial and on appeal, and any other expenses in connection therewith that may arise out of, or in connection with, any utility providers or other third party

using and accessing the Rear Utility Easement and requiring the removal of any Permitted Work in the Rear Easement Area as provided forth herein.

3. Owner acknowledges that this Hold Harmless Agreement is a complete estoppel on Owner and Owner's successors and assigns as to any rights, real, apparent or otherwise, that they, individually or jointly, may have to challenge the efficacy of any conditions of this Hold Harmless Agreement.
4. Owner expressly agrees that this Hold Harmless Agreement is intended to be as broad and as inclusive as permitted by the laws of the State of Florida, and that if any portion of this Hold Harmless Agreement is held to be invalid, the balance of the Hold Harmless Agreement shall continue in full force and effect.
5. In consideration for this Hold Harmless Agreement, the Village has issued the Permit for the Permitted Work.
6. Prior to installing any other component in the Rear Utility Easement, Owner shall obtain any and all required permits and approvals from the Village and any other necessary party to install such component in the Rear Utility Easement. In connection with any other issued permit, the Village may require a new hold harmless agreement.
7. Owner agrees that this Hold Harmless Agreement may be recorded by the Village in the Public Records of Miami-Dade County at Owner's cost and expense and will be binding on Owner's successors and assigns.
8. OWNER HEREBY ACKNOWLEDGES AND AGREES THAT IT HAS CAREFULLY READ THIS HOLD HARMLESS AGREEMENT, UNDERSTAND THE CONTENTS HEREOF, AND HAS SIGNED THIS DOCUMENT AS ITS OWN FREE ACT.

Signed and delivered by the Owner on the date set forth above.

[Signature]  
Name: NAPHTALI DEUTSCH

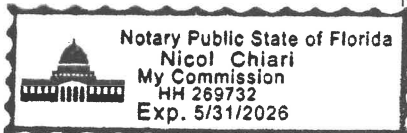
\_\_\_\_\_  
Name: \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF Miami Dade ) ss:

The foregoing instrument was acknowledged before me by means of  physical presence or \_\_\_\_\_ online notarization on October 6<sup>th</sup> 2023 by Naphtali Deutsch who (check one)  are personally known to me or [ ] have produced Florida drivers' license as identification.

Nicolie  
Notary Public, State of Florida  
Print name: NICOL CHIARI  
My commission expires: 5/31/2026

SEAL



## EXHIBIT C

This instrument prepared by:  
Maria V Currais, Esq.  
Weiss Serota Helfman Cole & Bierman P.L.  
2525 Ponce de Leon Blvd., Suite 700  
Coral Gables, Florida 33134  
Telephone: 305.854.0800

Folio Number 12 - 2226 - 002 - 0430

### GRANT OF UNDERGROUND EASEMENT ON RESIDENTIAL PARCELS

THIS GRANT OF UNDERGROUND EASEMENT dated OCTOBER 5, 2023  
is made by PETER MARKOVITZ ("Grantor"), whose mailing address is 101 BAL BAY DR.  
, and **BAL HARBOUR VILLAGE**, a Florida municipal  
corporation ("Village"), whose mailing address is 655-96th Street Bal Harbour, Florida 33154.

### RECITALS

Grantor is the sole owner and holder of the underlying fee title to certain real property located at 101 BAL BAY DRIVE in Bal Harbour Village, Miami-Dade County, Florida, and more particularly described in **Exhibit A** attached to and made a part of this Grant of Underground Easement (the "Property").

The Property includes a private street as shown in the RESIDENTIAL SECTION OF BAL HARBOUR, according to the Plat thereof recorded in Plat Book 44, Page 98, of the Public Records of Miami-Dade County.

Under Florida law, Grantor is the owner and holder of the underlying fee title to the portions of the street abutting the Property, up to the centerline of the street.

Grantor has agreed to grant to Village a perpetual underground easement on, over, across and under the street portion of the Property, as more particularly described in attached **Exhibit B** (the "Underground Easement Parcel") for the construction, installation, maintenance, repair, removal and replacement of all utility facilities and related accessory uses ("Underground Facilities") owned, operated, or maintained by Village now or at any time in the future.

### AGREEMENT

- Grant of Underground Easement.** Subject to the restrictions and limitations set forth herein and for Ten Dollars and other good and valuable consideration, the receipt of which is acknowledged by Grantor, Grantor hereby grants to Village a perpetual non-exclusive easement ("Easement") upon, over, across, and under the Underground Easement Parcel solely for the underground construction, installation, inspection, operation, maintenance, repair, replacement, and removal of Underground Facilities. Grantor acknowledges that the Easement will be utilized by Village and its employees, agents, contractors, successors and assigns.
- Ingress and Egress.** The Easement hereby granted includes a right of ingress and egress, and grants to Village and its employees, agents, contractors, successors and

assigns, full right and authority to enter upon and excavate the Underground Easement Parcel for the purposes set forth in this instrument.

3. **Temporary License.** Grantor also grants Village a license to temporarily locate equipment on portions of the Property adjacent to the Easement Area to the extent reasonably necessary for Village to carry out the construction, installation, inspection, operation, maintenance, repair, replacement, and removal of Underground Facilities. Village shall only use the temporary license hereby granted in a manner that does not adversely impact Grantor's access to or use and enjoyment of its property.
4. **Village's Use of Easement.** Village shall have the right to do all things necessary, useful or convenient for the maintenance of the Easement and for the construction, installation, inspection, operation, maintenance, repair, replacement, and removal of Underground Facilities in the Easement so long as those activities do not unreasonably interfere with Grantor's access to or use of its property.
5. **Quiet Enjoyment of Easement.** Grantor represents that it is lawfully seized and possessed of the Underground Easement Parcel, and that Grantor has the right to enter into and convey the Easement. Grantor covenants that Village shall have quiet and peaceful possession, use and enjoyment of the Easement.
6. **Restoration of Underground Easement Parcel.** Upon completion of any work by Village in the Underground Easement Parcel, Village shall restore the Underground Easement Parcel and any affected portions of the Property to the condition existing prior to the utility work, at no cost or expense to Grantor, unless such restoration is required due to the acts or omissions of Grantor. In exercising its rights hereunder, Village will use reasonable efforts to minimize any impacts to Grantor's ongoing activities on the Property. At no time will the Village's activities on the Underground Easement Parcel interfere with ingress or egress to and from the Property by residents, guests, employees and invitees.
7. **Indemnification.** To the extent permitted by law, Village agrees to indemnify and hold Grantor harmless from and against any and all damages, liabilities, fees and costs arising out of the exercise of Village's rights under this Grant of Underground Easement.
8. **Services in the Underground Easement Parcel.** The Underground Easement hereby granted is intended to include all mechanical, electronic, energy, water and sewer services which may now or in the future be considered utilities.
9. **Covenant Running with the Land.** This Grant of Underground Easement is a covenant running with the land and is binding upon and inures to the benefit of Grantor and Village and their respective successors and assigns.
10. **Rights Reserved.** The easement rights and temporary license granted herein are non-exclusive in nature and are subject to all matters of record. Grantor shall have the right to use the Property, or any portion thereof, or any property of Grantor adjoining the Property for any purpose not inconsistent with the full use and enjoyment of the rights granted herein in favor of Village.

11. **Amendment or Termination.** This Grant of Underground Easement may be amended, modified or terminated only by a written instrument signed by both parties or their respective successors and assigns, which instrument will only become effective when recorded in the Public Records of Miami-Dade County, Florida.
12. **Governing Laws.** The laws of the State of Florida will govern the interpretation, validity, performance and enforcement of this Grant of Underground Easement. Venue for any action brought under this Grant of Underground Easement will be in Miami-Dade County, Florida.
13. **Above Ground Structures.** No building, structures, barriers, or other above ground improvements may be built by the Village across the Underground Easement Parcel; provided however, nothing in this Grant of Underground Easement shall be construed as prohibiting the installation of meters, manhole covers, and other ancillary structures needed for the operation, access, or maintenance of any of the Underground Facilities all of which are specifically allowed to be installed and located on the surface area above the Underground Easement Parcel.
14. **Use of the Above Ground Area.** Grantor may continue to use the surface area above the Underground Easement Parcel which is not presently being used as a street for driveway and landscaping (e.g., planters) as exists on the date of this Grant of Underground Easement so long as such uses do not interfere with the Village's access and use of the Underground Easement Parcel.
15. **Insurance of Underground Facilities.** Village shall at all times insure all Underground Facilities in the same manner as it presently does for any other underground facilities installed by the Village. The Village shall maintain the Underground Easement Parcel in good condition; provided however the Village shall not be responsible to maintain or repair any driveways, landscape areas, or such other items Grantor has installed, constructed or placed on the surface of the Underground Easement Parcel.
16. **Mineral Rights.** This Grant of Underground Easement does not hereby convey unto the Village the right to any mineral rights located on, in or under the Underground Easement Parcel unless such rights are already held by the Village in which case the Village retains such rights.
17. **Public Rights to the Underground Easement Parcel.** Although the Underground Facilities will provide service to more individuals than just the Grantor, nothing contained in this Grant of Underground Easement is intended to evidence of be, or shall ever be construed or interpreted as, a dedication of any right or interest in or to the public, nor give any member of the public any rights of interest whatsoever under this Grant of Underground Easement.
18. **Matters of Record.** This Grant of Underground Easement is subject to all matters of record affecting the Underground Easement Parcel as of the date hereof none of which



are sought to be reimposed. In no event shall the Underground Easement Parcel or any part thereof be used by the Village for any purpose in violations of applicable ordinances, laws, or regulations.

19. **Assignment by Village.** Grantor hereby confirms that the Village may partially assign its rights hereunder to third party providers of utilities (the "**Private Providers**"). The Private Providers shall have the right to use the Underground Easement Parcel for the construction, installation, maintenance, repair, removal and replacement of utility facilities and related accessory uses ("**Private Provider Facilities**") in the same manner as the Village. The Private Providers use of the Underground Easement Parcel is subject to their compliance with all of the Village's obligations under this Grant of Underground Easement including, but not limited to, restoration of the Underground Easement Parcel set forth in paragraph 6. The Village hereby agrees that it will notify the Owner of any assignment of the Village's rights and obligations to a Private Provider. Any Private Provider that has been assigned rights hereunder shall, to the extent permitted by law, indemnify and hold Grantor and the Village harmless from and against any and all damages, liabilities, fees and costs arising out of the exercise of Private Provider's rights under this Grant of Underground Easement.

[SIGNATURE BLOCKS ON FOLLOWING PAGES]

This Grant of Underground Easement has been executed by the Grantor on the date set forth on the first page of this Agreement.

WITNESSES:

GRANTOR: AGENT

Signature: \_\_\_\_\_  
Print name: \_\_\_\_\_

[Signature]  
Name: NAPHTALI DEUTSCH

Signature: \_\_\_\_\_  
Print name: \_\_\_\_\_

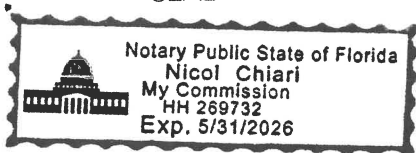
Name: \_\_\_\_\_

STATE OF FLORIDA        )  
                                  ) ss:  
COUNTY OF Miami-Dade )

The foregoing instrument was acknowledged before me by means of  physical presence or \_\_\_\_\_ online notarization on October 6<sup>th</sup> 2023 by Naphtali Deutsch \_\_\_\_\_, who (check one)  are personally known to me or [ ] have produced Florida drivers' license as identification.

Nicole  
\_\_\_\_\_  
Notary Public, State of Florida  
Print name: NICOLE CHIARI  
My commission expires: 5/31/2026

SEAL



October 6, 2023

To: Bal Harbour Village  
Architectural Review Board

Re: Interior and Exterior Renovation of Existing 2-story Single Family Residence at 101 Bal Bay Drive, Bal Harbour Village, Florida

Members of the Bal Harbour Village ARB,


Please find the attached application for the interior and exterior renovation of the existing 2-story single family residence located at 101 Bal Bay Drive, Bal Harbour Village, Florida. The residence is in the 'Residential Section of Bal Harbour'. The existing building setbacks and footprint will remain as is and the outdoor pool and other landscaping are also to remain.

The original house was designed in the Spanish Colonial style, a style that can be found in other homes in the in the area. The proposed exterior work includes the replacement of existing windows and doors and the enclosing of the covered patio area which will be integrated into the interior living space. Also, the work includes the conversion of the garage to a kitchen, the replacement of the garage door with a bay window directly below the existing second floor bay window centered on the façade. To comply with Village covered parking regulations, we propose a carport. The proposed exterior stucco, window and wood trim paint colors will match the ARB approved colors from the 2015 submission. Color specifications and samples are referenced on the plans.

The interior space on the ground and second floor are reconfigured to increase functionally and to provide more delineated and better proportioned living spaces. The reconfiguration is achievable due to the garage-to-kitchen conversion and the gaining of the additional space by enclosing the covered patio area. Existing interior flooring and wall finishes as well as the HVAC system will be replaced throughout. New plumbing fixtures are proposed in the reconfigured bathrooms and kitchen.

As noted above, the existing building setbacks and footprint will remain as is and the outdoor pool and other landscaping are also to remain.

I thank you in advance for your time and consideration.



Naphtali Deutsch RA AIA

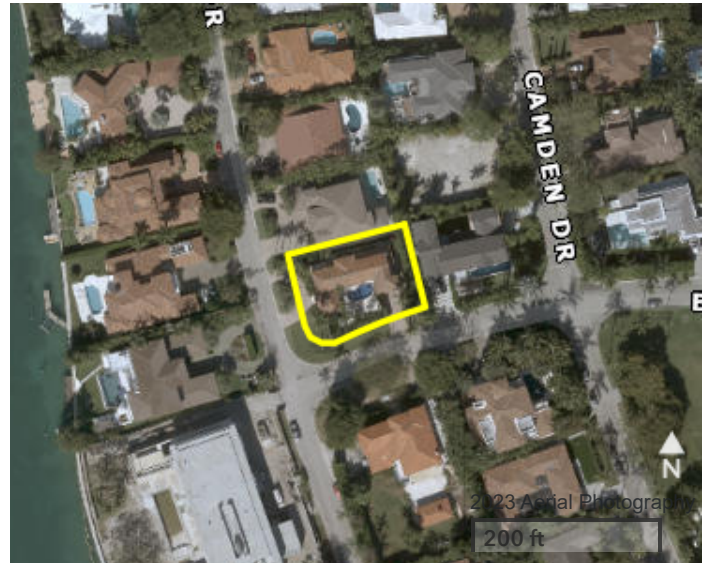


# OFFICE OF THE PROPERTY APPRAISER

## Detailed Report

Generated On: 02/16/2024

PROPERTY INFORMATION	
<b>Folio</b>	12-2226-002-0430
<b>Property Address</b>	101 BAL BAY DR BAL HARBOUR, FL 33154-1310
<b>Owner</b>	PETER MARKOVITZ , LESLEY MARKOVITZ
<b>Mailing Address</b>	101 BAL BAY DR BAL HARBOUR, FL 33154
<b>Primary Zone</b>	0800 SGL FAMILY - 1701-1900 SQ
<b>Primary Land Use</b>	0101 RESIDENTIAL - SINGLE FAMILY : 1 UNIT
<b>Beds / Baths /Half</b>	5 / 5 / 1
<b>Floors</b>	2
<b>Living Units</b>	1
<b>Actual Area</b>	5,007 Sq.Ft
<b>Living Area</b>	4,257 Sq.Ft
<b>Adjusted Area</b>	4,305 Sq.Ft
<b>Lot Size</b>	12,069.03 Sq.Ft
<b>Year Built</b>	2001



ASSESSMENT INFORMATION			
Year	2023	2022	2021
<b>Land Value</b>	\$4,585,949	\$1,961,269	\$1,837,603
<b>Building Value</b>	\$1,870,522	\$1,894,200	\$540,493
<b>Extra Feature Value</b>	\$44,619	\$45,184	\$45,749
<b>Market Value</b>	\$6,501,090	\$3,900,653	\$2,423,845
<b>Assessed Value</b>	\$4,290,718	\$3,900,653	\$1,363,543

BENEFITS INFORMATION				
Benefit	Type	2023	2022	2021
<b>Save Our Homes Cap</b>	Assessment Reduction			\$1,060,302
<b>Non-Homestead Cap</b>	Assessment Reduction	\$2,210,372		
<b>Homestead</b>	Exemption			\$25,000
<b>Second Homestead</b>	Exemption			\$25,000

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

TAXABLE VALUE INFORMATION				
Year	2023	2022	2021	
<b>COUNTY</b>				
<b>Exemption Value</b>	\$0	\$0	\$50,000	
<b>Taxable Value</b>	\$4,290,718	\$3,900,653	\$1,313,543	
<b>SCHOOL BOARD</b>				
<b>Exemption Value</b>	\$0	\$0	\$25,000	
<b>Taxable Value</b>	\$6,501,090	\$3,900,653	\$1,338,543	
<b>CITY</b>				
<b>Exemption Value</b>	\$0	\$0	\$50,000	
<b>Taxable Value</b>	\$4,290,718	\$3,900,653	\$1,313,543	
<b>REGIONAL</b>				
<b>Exemption Value</b>	\$0	\$0	\$50,000	
<b>Taxable Value</b>	\$4,290,718	\$3,900,653	\$1,313,543	

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>



# OFFICE OF THE PROPERTY APPRAISER

Generated On: 02/16/2024

## Property Information

Folio: 12-2226-002-0430

Property Address: 101 BAL BAY DR

## Roll Year **2023** Land, Building and Extra-Feature Details

LAND INFORMATION						
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value	
GENERAL	R-2	0800	Front Ft.	92.13	\$4,585,949	
BUILDING INFORMATION						
Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
1	1	2001	5,007	4,257	4,305	\$1,870,522
EXTRA FEATURES						
Description		Year Built	Units	Calc Value		
Pool 8' res BETTER 3-8' dpth, tile 650-1000 sf		2001	1	\$31,600		
Patio - Brick, Tile, Flagstone		2001	1,405	\$12,209		
Chain-link Fence 4-5 ft high		2001	100	\$810		

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# OFFICE OF THE PROPERTY APPRAISER

Generated On: 02/16/2024

## Property Information

Folio: 12-2226-002-0430

Property Address: 101 BAL BAY DR

## Roll Year 2022 Land, Building and Extra-Feature Details

LAND INFORMATION						
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value	
GENERAL	R-2	0800	Front Ft.	92.13	\$1,961,269	
BUILDING INFORMATION						
Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
1	1	2001	5,007	4,257	4,305	\$1,894,200
EXTRA FEATURES						
Description			Year Built	Units	Calc Value	
Pool 8' res BETTER 3-8' dpth, tile 650-1000 sf			2001	1	\$32,000	
Patio - Brick, Tile, Flagstone			2001	1,405	\$12,364	
Chain-link Fence 4-5 ft high			2001	100	\$820	

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# OFFICE OF THE PROPERTY APPRAISER

Generated On: 02/16/2024

## Property Information

Folio: 12-2226-002-0430

Property Address: 101 BAL BAY DR

## Roll Year 2021 Land, Building and Extra-Feature Details

LAND INFORMATION						
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value	
GENERAL	R-2	0800	Front Ft.	92.13	\$1,837,603	
BUILDING INFORMATION						
Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
1	1	2001	5,007	4,257	4,305	\$540,493
EXTRA FEATURES						
Description		Year Built	Units	Calc Value		
Pool 8' res BETTER 3-8' dpth, tile 650-1000 sf		2001	1	\$32,400		
Patio - Brick, Tile, Flagstone		2001	1,405	\$12,519		
Chain-link Fence 4-5 ft high		2001	100	\$830		

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# OFFICE OF THE PROPERTY APPRAISER

Generated On: 02/16/2024

## Property Information

**Folio:** 12-2226-002-0430

**Property Address:** 101 BAL BAY DR

FULL LEGAL DESCRIPTION
26-27 52 42 PB 44-98
BAL HARBOUR RESIDENTIAL SEC
LOT 1 BLK 3
AND PROP INT IN & TO COMMON
ELEMENTS NOT DEDICATED TO PUBLIC
LOT SIZE 92.130 X 131
COC 22388-3750 06 2004 1

SALES INFORMATION			
Previous Sale	Price	OR Book-Page	Qualification Description
05/22/2021	\$4,750,000	32550-3992	Qual by exam of deed
06/01/2004	\$1,925,000	22388-3750	Sales which are qualified
05/01/1999	\$420,800	18603-1737	Sales which are qualified
04/01/1992	\$297,500	15462-0958	Sales which are qualified
01/01/1987	\$270,000	13149-1111	Sales which are qualified
05/01/1986	\$225,000	12904-1860	Sales which are qualified
07/01/1985	\$155,000	12602-2572	Sales which are qualified
07/01/1976	\$90,000	00000-00000	Sales which are qualified

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# BAL HARBOUR

- V I L L A G E -

## ARCHITECTURAL REVIEW BOARD 2024 DEADLINES

DRAFT DOCUMENTS DUE TO BUILDING OFFICIAL	BUILDING OFFICIAL FINAL DOCUMENT APPROVAL	DOCUMENTS DUE TO VILLAGE CLERK: POST TO PROPERTIES	DOCUMENTS SENT TO ARB MEMBERS, POST AGENDA ONLINE, SEND CONSTANT CONTACT	ARB HEARING DATE
Friday, November 3, 2023	Monday, December 4, 2023	Friday, December 22, 2023	Thursday, December 28, 2023	Thursday, January 4, 2024
Friday, December 1, 2023	Monday, January 1, 2024	Friday, January 19, 2024	Thursday, January 25, 2024	Thursday, February 1, 2024
Friday, January 5, 2024	Monday, February 5, 2024	Friday, February 23, 2024	Thursday, February 29, 2024	Thursday, March 7, 2024
Friday, February 2, 2024	Monday, March 4, 2024	Friday, March 22, 2024	Thursday, March 28, 2024	Thursday, April 4, 2024
Friday, March 1, 2024	Monday, April 1, 2024	Friday, April 19, 2024	Thursday, April 25, 2024	Thursday, May 2, 2024
Friday, April 5, 2024	Monday, May 6, 2024	Friday, May 24, 2024	Thursday, May 30, 2024	Thursday, June 6, 2024
Friday, May 3, 2024	Monday, June 3, 2024	Friday, June 21, 2024	Thursday, June 27, 2024	Thursday, July 4, 2024
August Recess				
Friday, July 5, 2024	Monday, August 5, 2024	Friday, August 23, 2024	Thursday, August 29, 2024	Thursday, September 5, 2024
Friday, August 2, 2024	Monday, September 2, 2024	Friday, September 20, 2024	Thursday, September 26, 2024	Thursday, October 3, 2024
Friday, September 6, 2024	Monday, October 7, 2024	Friday, October 25, 2024	Thursday, October 31, 2024	Thursday, November 7, 2024
Saturday, October 5, 2024	Monday, November 4, 2024	Friday, November 22, 2024	Thursday, November 28, 2024	Thursday, December 5, 2024

July 4 - Independence Day

October 3 - Rosh Hashanah - October 2-4