

**Date:** June 18, 2026

**To:** Honorable Chairman Anthony Rodriguez  
and Members, Board of County Commissioners

**From:** Daniella Levine Cava   
Mayor

Supplement No. 2  
Agenda Item No. 3(A)

**Subject:** Second Supplemental Information on May 2025 Cycle Application  
No. CDMP20250013 to Amend the Comprehensive Development Master Plan

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The following second supplemental information is provided to the Board of County Commissioners regarding May 2025 Cycle Application No. CDMP20250013 to amend a Comprehensive Development Master Plan (CDMP). The information includes: (Exhibit 1) a supplemental report addressing changes to CDMP Application No. CDMP20250013.

  
\_\_\_\_\_  
Roy Coley  
Chief Utilities and Regulatory Services Officer

**MIAMI-DADE COUNTY**  
**DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES (RER)**  
**SUPPLEMENTAL REPORT ADDRESSING CHANGES TO**  
**COMPREHENSIVE DEVELOPMENT MASTER PLAN (CDMP) AMENDMENT**  
**APPLICATION CDMP20250013**  
**APRIL 2026**

This supplemental report outlines revisions made to the proffered Declaration of Restrictions (covenant) for the May 2025 Cycle Application CDMP20250013 (Bluenest Development LLC/Quail Roost) to amend the Comprehensive Development Master Plan (CDMP) since the Planning Advisory Board meeting held on December 1, 2025.

The Applicant revised the attached proffered covenant submitted on April 9, 2026, and of particular note is the commitment that 20 percent of the dwelling units (for total 7 units) be Income Restricted Units made affordable to households earning up to 140 percent of the Area Median Income (AMI) of Miami-Dade County for a period of 20 years. The proffered covenant does not commit that the units will be provided as workforce housing units through the County's Workforce Housing Development Program, but leaves open that possibility, and it proposes enforcement of this commitment through a deed restriction to be placed on each of the income restricted units. Participation in the County's Workforce Housing Development Program would require the units to be monitored by the County's Department of Housing and Community Development (HCD).

The other commitments of the covenant include a limitation of development on the  $\pm 2.66$  gross acres ( $\pm 2.37$  net acres) application site to a maximum of 33 residential dwelling units; 34 units would have been allowed without the covenant. In addition, the applicant added a condition in the proffered covenant prohibiting the development of multi-family apartments on the site, which is defined as a single residence building or group of buildings on a single platted lot, designed for use by four or more families in separate dwelling units. Furthermore, the owners added a statement of intent to the covenant to provide a \$25,000.00 contribution to Florida Memorial University in support of community enriching activities. If such contribution is made by the owners, and accepted by Florida Memorial University, then proof of payment of the contribution will be provided to RER within 90 days of the contribution. See the attached covenant.

The  $\pm 2.66$  gross acres ( $\pm 2.37$  net acres) application site is currently designated "Low Density Residential" (2.5 to 6 dwelling units per gross acre) and the application seeks the redesignation of the site to "Low-Medium Density Residential" (6 to 13 dwelling units per gross acre) and acceptance of the proffered Declaration of Restrictions (covenant), which limits development to a maximum of 33 dwelling units on the site.

**The Staff recommendation on Application CDMP20250013 remains as "Adopt with Acceptance of the Proffered Declaration of Restrictions."**

Received April 9, 2026 Attachment 1  
 RER Planning Division

CDMP20250013  
 Bluenest Development LLC (Quail Roost)

This instrument was prepared by:

Names: Pedro Gassant, Esq.  
 Address: Holland & Knight LLP  
 701 Brickell Avenue, Suite 3300  
 Miami, Florida 33131

RER Planning 2/3/2026 Markup  
 H&K Markup – 2/9/2026 and 2/20/2026  
 RER Planning 3/19/2026, 3/26/26 and  
 3/31/26 Markup  
 Bluenest Development LLC  
 (Quailroost)  
 CDMP20250013  
 H&K Markup 4/7/2026

(Space Reserved for Clerk of the Court)

### DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned husband and wife, John P. and Sosamma Thomas, (the “Owners”), hold fee simple title to the land in Miami-Dade County, Florida, described in Exhibit “A”, attached hereto, and hereinafter called the “Property”, which is supported by the Opinion of Title; and

WHEREAS, the Owners have applied for an amendment to the Miami-Dade County (the “County”) Comprehensive Development Master Plan (the “CDMP”) in the May 2025 Cycle, and said amendment is identified as Application No. CDMP20250013 (the “Application”); and

WHEREAS, the Owners have concurrently filed a County zoning hearing application under Zoning Hearing Application No. Z2025000130, pursuant to section 2-116.1 of the Code of Miami-Dade County; and

WHEREAS, the Application, which includes this Declaration of Restrictions that has been voluntarily proffered by the Owners, and the above-mentioned concurrent zoning hearing application were filed concurrently; and

WHEREAS, the Owners applied for an amendment seeking to re-designate the Property from “Low Density” residential to “Low-Medium Density” residential on the Miami-Dade County Comprehensive Development Master Plan adopted Land Use Plan (“LUP”) map; and

WHEREAS, the Application includes this Declaration of Restrictions that has been voluntarily proffered by the Owner; and

NOW, THEREFORE, in order to assure the Miami-Dade County that the representations made by the Owners during consideration of the Application will be abided by, the Owners freely, voluntarily and without duress, make the following Declaration of Restrictions covering and running with the Property:

1. **Density Limitation.** The Property shall be limited to a maximum of thirty-three (33) residential dwelling units ("Density Limitation").
2. **Prohibition of Multifamily Apartments.** No multifamily apartments shall be permitted on the Property. For purposes of this declaration, multifamily apartment means a single residence building or group of buildings, on a single platted lot, designed for use by four or more families in separate dwelling units.
3. **Income Restricted Housing.** Twenty percent (20%) of the dwelling units shall be designated as deed restricted housing units to be affordable for a period of twenty (20) years to households whose annual income is up to one-hundred forty percent (140%) of the Area Median Income of Miami-Dade County. Notwithstanding the Density Limitation provided in Paragraph No. 1, should the Owners participate in the Workforce Housing Development Program, pursuant to Chapter 17 and Chapter 33, Article XIIA of the Miami-Dade County Code of Ordinances, the Owners may transfer any applicable density bonus in excess of the Density Limitation to another property permitted to receive such bonus, to the extent permitted by the Code of Miami-Dade County, as may be amended.
4. **Connection to Public Water and Sanitary Sewer Service.** The Owners hereby acknowledge and agree that any development of the Property shall connect to the public

water and public sanitary sewer system at the Owners' expense, and such infrastructure shall be designed and installed in accordance with the requirements of Chapter 24 of the Code of Miami Dade County and Water and Sewer Department ("WASD") rules and regulations and design standards. The right to connect the Property to the County's sewage system is subject to the terms, covenants, and conditions set forth in court orders, judgments, consent orders, consent decrees, and the like entered into between the County and the United States, the State of Florida, and/or any other governmental entity, including, but not limited to, the Consent Decree in the United States of America, the State of Florida and State of Florida Department of Environmental Protection v. Miami-Dade County, Case No. 1:12-cv-24400-FAM (S.D. Fla) (the "Consent Decree), as well as all other current, subsequent, or future enforcement, and regulatory actions and proceedings.

5. **Endangered Species Survey.** Prior to issuance of a Tree Removal Permit for any portion of the Property, the Owners shall conduct a survey to determine the absence or presence of listed wildlife species found in Appendix B of the Conservation, Aquifer Recharge and Drainage Element of the CDMP within the area or phase of development subject to the request for approval of said permit. The survey(s) shall utilize professionally recognized sampling methodology, which shall be subject to review and approval by the County's Department of Regulatory and Economic Resources (RER), or successor department. In addition, the Owners are advised that wildlife best management practices may need to be incorporated to minimize the impacts of any development to listed species. The Owners may be required to revise site plans subject to RER review and approval, as necessary to comply with applicable requirements of the Chapter 24 of the Code and for conformance with the relevant provisions of the CDMP.

6. Florida Memorial University. The Owners intend to provide a \$25,000.00 contribution to Florida Memorial University in support of its community enriching activities. If such contribution is made by the Owners, and accepted by Florida Memorial University, then proof of payment of the contribution will be provided to the Department of Regulatory and Economic Resources within 90 days of such contribution.

### MISCELLANEOUS

Covenant Running with the Land. This Declaration on the part of the Owners shall constitute a covenant running with the land and may be recorded, at Owners' expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Owners, and their 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 present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. The Owners, and their heirs, successors and assigns, acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on the County.

Term. This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in

whole, or in part, provided that the Declaration has first been modified or released by Miami-Dade County.

**Modification, Amendment, Release.** This Declaration of Restrictions may be modified, amended or released as to the Property, or any portion thereof, by a written instrument executed by the then owner(s) of the property, including jointers of all mortgagees, provided that the same is also approved by the Board of County Commissioners of Miami-Dade County, Florida. Any such modification, amendment or release shall be subject to the provisions governing amendments to Comprehensive Plans, as set forth in Chapter 163, Part II, Florida Statutes or successor legislation that may, from time to time, govern amendments to Comprehensive Plans (hereinafter "Chapter 163"). Such modification, amendment or release shall also be subject to the provisions governing amendments to the CDMP as set forth in Section 2-116.1 of the Code of Miami-Dade County, or successor regulations governing modifications to the CDMP. In the event that the property is incorporated within a new municipality or annexed into an existing municipality, and the successor municipality amends, modifies, or declines to adopt the provisions of Section 2-116.1 of the Miami-Dade County Code, then modifications, amendments or releases of this Declaration shall be subject to Chapter 163 and the provisions of such ordinances as may be adopted by such successor municipality for the adoption of amendments to its comprehensive plan; or, in the event that the successor municipality does not adopt such ordinances, subject to Chapter 163 and by the provisions for the adoption of zoning district boundary changes. It is provided, however, that in the event that the successor

municipality approves a modification or deletion of this Declaration of Restrictions, such modification or deletion shall not be effective until approved by the Board of County Commissioners, in accordance with applicable procedures. Should this Declaration be so modified, amended, or released, the Director of the Department of Regulatory and Economic Resources or the executive officer of a successor department, or, in the absence of such Director or executive officer, by his or her assistant in charge of the office in his/her absence, shall execute a written instrument effectuating and acknowledging such modification, amendment, or release.

**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 adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

**County Inspections.** As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, 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.

**Authorization for Miami-Dade County (or successor municipality) to Withhold Permits and Inspections.** In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County (or successor municipality) 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.

**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.

**Presumption of Compliance.** Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County (or successor municipality), and inspections made and approval of occupancy given by the County (or successor municipality), then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

**Severability.** Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.

**Recordation and Effective Date.** This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost of the Owners following

the approval of the Application by the Board of County Commissioners. This Declaration shall become effective immediately upon recordation. Notwithstanding the previous sentence, if any appeal is filed, and the disposition of such appeal results in the denial of the Application, in its entirety, then this Declaration shall be null and void and of no further effect. Upon the disposition of an appeal that results in the denial of the Application, in its entirety, and upon written request, the Director of the Department of Regulatory and Economic Resources or the executive officer of the successor of said department, or in the absence of such director or executive officer by his/her assistant in charge of the office in his/her absence, shall forthwith execute a written instrument, in recordable form, acknowledging that this Declaration is null and void and of no further effect.

Acceptance of Declaration. The Owners acknowledge that acceptance of this Declaration does not obligate the County in any manner, nor does it entitle the Owners to a favorable recommendation or approval of any application, zoning or otherwise, and the Board of County Commissioners retains its full power and authority to deny each such application in whole or in part and decline to accept any conveyance.

Owners. The term Owners shall include all heirs, assigns, and successors in interest.

**[Signature Pages to Follow]**

IN WITNESS WHEREOF, we have executed this Declaration of Restrictions as of this \_\_\_\_ day of \_\_\_\_\_, 2026.

WITNESSES:

JOHN P. THOMAS,  
an individual

By: \_\_\_\_\_

\_\_\_\_\_  
Signature

Name: John P. Thomas

\_\_\_\_\_  
Print Name

Address: \_\_\_\_\_

Address: 19850 SW 124 Court  
Miami, FL 33177

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Address: \_\_\_\_\_

STATE OF FLORIDA )

) SS

COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, by John P. Thomas for the purposes stated herein. He is personally known to me or has produced \_\_\_\_\_ as identification.

Witness my signature and official seal this \_\_\_\_ day of \_\_\_\_\_, 2026, in the County and State aforesaid.

\_\_\_\_\_  
Signature

Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
Print Name

My Commission Expires:

IN WITNESS WHEREOF, we have executed this Declaration of Restrictions as of this \_\_\_\_ day of \_\_\_\_\_, 2026.

WITNESSES:

SOSAMMA THOMAS,  
an individual

\_\_\_\_\_  
Signature

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Name: Sosamma Thomas

\_\_\_\_\_  
Address:

Address: 19850 SW 124 Court  
Miami, FL 33177

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address:

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

)  
) SS  
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The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, by Sosamma Thomas for the purposes stated herein. She is personally known to me or has produced \_\_\_\_\_ as identification.

Witness my signature and official seal this \_\_\_\_ day of \_\_\_\_\_, 2026, in the County and State aforesaid.

\_\_\_\_\_  
Signature

Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
Print Name

My Commission Expires:

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

TRACT 14 OF QUAIL ROOST ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 44, PAGE 94, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

H&K Draft 4/7/2026