



Telephone (561) 964-0700 • CELL (561) 629-4999  
[dplewis@dplewis.com](mailto:dplewis@dplewis.com)

Lic. Real Estate Broker

## Spacious 3 Bedroom 3 Bath Home on 3.96 ac. +/- Land and Tennis Courts in the Heart of West Palm Beach



**3037 N. HAVERHILL ROAD, WEST PALM BEACH, FL 33417**



- Large bedrooms with walk in closets and bathrooms
- Lighted Tennis Courts
- Private yard with fence, electric gates
- No mandatory HOA
- Zoned AR
- Work space and large garage
- Note: 2 PCN
  - 00-42-43-14-00-000-5190
  - 00-42-43-14-00-000-5030
- **\$1,100,000.00**  
See Notes and Disclosures

This beautiful 3 bedrooms, 3 bathrooms, 2 car garage home is the heart of West Palm Beach. Minutes to I-95, Palm Beach Outlets, CityPlace, Downtown West Palm Beach and Palm Beach International Airport. This home is perfect for entertaining with a large covered patio. Desirable, quiet neighborhood with no mandatory HOA dues. This home features large walk in closets and bathrooms in all the bedrooms. Security system with cameras already installed. Yard is completely fenced with two electric gates. Lighted tennis court. All impact windows. Bar area in Florida Room and Patio. Recent updates to this home in the last 10 years include security system, tank less water heater, washer/dryer, 30K Generator..... ! Move in ready.

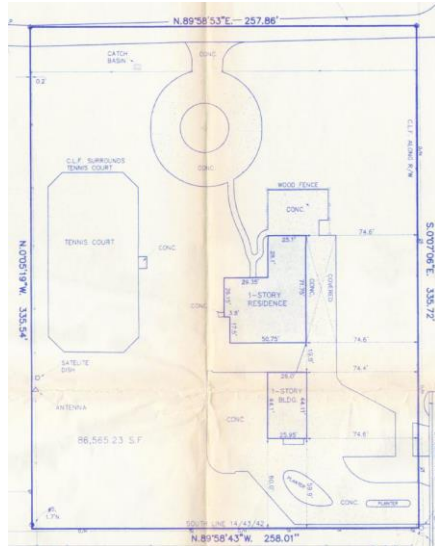
*\*\*\*AR Zoning with a LAND USE of MR-5 allows for many alternate uses such as Places of Worship, Churches, Assembly subject to County approvals*

**This is a must see!**

**For Personal Inspection or Additional Information, please call: LEWIS REALTY GROUP, LLC  
Daniel P. Lewis, SIOR, CCIM 561-964-0700 or 561-629-4999**

ANY INFORMATION STATEMENT, FACTS AND FIGURES PRESENTED HEREIN, WHILE NOT GUARANTEED OR WARRANTED, ARE SECURED FROM SOURCES WE CONSIDER RELIABLE AND AUTHORITATIVE, HOWEVER, WE ARE NOT RESPONSIBLE FOR MIS-STATEMENTS OF FACTS, ERRORS, OMISSIONS, PRIOR SALE, WITHDRAWAL FROM MARKET OR CHANGE IN PRICE WITHOUT NOTICE. PRICE SUBJECT TO CHANGE WITHOUT NOTICE.

Daniel P. Lewis, SIOR, CCIM 561-964-0700 or 561-629-4999



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Department of Planning,  
Zoning & Building  
2300 N. Jog Road  
West Palm Beach, FL 33411  
(561) 233-5302



**ZC-2017-00785**  
Date: May 1, 2017

## ZONING CONFIRMATION RESPONSE FORM

**NAME:** Daniel Lewis, Lewis Realty Group, LLC  
**PCN:** 00-42-43-14-00-000-5030  
**SITUS ADDRESS:** 5068 Horseshoe Cir. West Palm Beach, FL 33417  
**REQUEST:** Zoning and Allowed Uses

**ZONING:** Agricultural Residential District (AR)

**OVERLAY:** N/A

**FUTURE LAND USE:** Medium Residential (MR-5)

**IS USE/SITE CONFORMING:**

Any site improvements or development of the site shall comply with all applicable property development regulations pursuant to the Unified Land Development Code (ULDC), Building Code and other applicable agency regulations.

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**CONTROL/PETITION NO:** 2017-00058

**APPROVAL DATE:** N/A

**EXHIBIT NO:** N/A

**RESOLUTION NO:** N/A

<http://discover.pbcgov.org/pzb/zoning/Pages/Resolutions.aspx>

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Please contact the Code Enforcement office at (561) 233-5500 for any violations.

Please contact Monitoring at (561) 233-5300 to confirm status of approval.

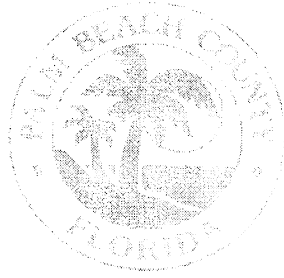
Please see the approved site plan and any denoted "tabular or site data" for approved details.

Prepared by: Nate Wicke, Site Planner I

Attachment(s):

This form shall remain valid for six months from the date of issuance; unless a subsequent ULDC change or interpretation has occurred that results in a different conclusion. Staff has prepared this response based on the information submitted and the information available in our records. Should any of the information relied on by Zoning staff be incorrect, this response may not be valid. Nothing herein shall relieve any person of any requirements of this Code or other applicable provisions of federal, state law, or local ordinances. If there exists a conflict between any information included herein and the laws, rules, codes, or ordinances, such laws, rules, codes, or ordinances shall prevail. Please be aware that other code requirements may apply prior to any development activity taking place on site, including, but not limited to: Monitoring, Planning, Concurrency, Subdivision, Platting, Vegetation Removal, Building Permit or Architectural Review. For information on these requirements, contact the appropriate department or agency. General information can be obtained from our website at [www.pbcgov.com](http://www.pbcgov.com)

Department of Planning,  
Zoning & Building  
2300 N. Jog Road  
West Palm Beach, FL 33411  
(561) 233-5302



**ZC-2017-00787**  
Date: May 2, 2017

## ZONING CONFIRMATION RESPONSE FORM

**NAME:** Daniel Lewis, Lewis Realty Group, LLC  
**PCN:** 00-42-43-14-00-000-5190  
**SITUS ADDRESS:** 3037 N Haverhill Rd, West Palm Beach, FL 33417  
**REQUEST:** Zoning and Allowed Uses

**ZONING:** Agricultural Residential District (AR)

**OVERLAY:** N/A

**FUTURE LAND USE:** Medium Residential (MR-5)

**IS USE/SITE CONFORMING:**

The buildings were in conformance with the Unified Land Development Code (ULDC) at the time the CO, the CC or other valid development order was issued. Please contact the Records Department at (561) 233-5160 for building permit information.

The subject property is regulated by an approved site plan and shall conform to the development regulations and characteristics as denoted on the approved plan and all applicable property development regulations pursuant to the ULDC.

Any site improvements or development of the site shall comply with all applicable property development regulations pursuant to the Unified Land Development Code (ULDC), Building Code and other applicable agency regulations.

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**CONTROL/PETITION NO:** 2017-00059

**APPROVAL DATE:** N/A

**EXHIBIT NO:** N/A

**RESOLUTION NO:** N/A

<http://discover.pbcgov.org/pzb/zoning/Pages/Resolutions.aspx>

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Please contact the Code Enforcement office at (561) 233-5500 for any violations.

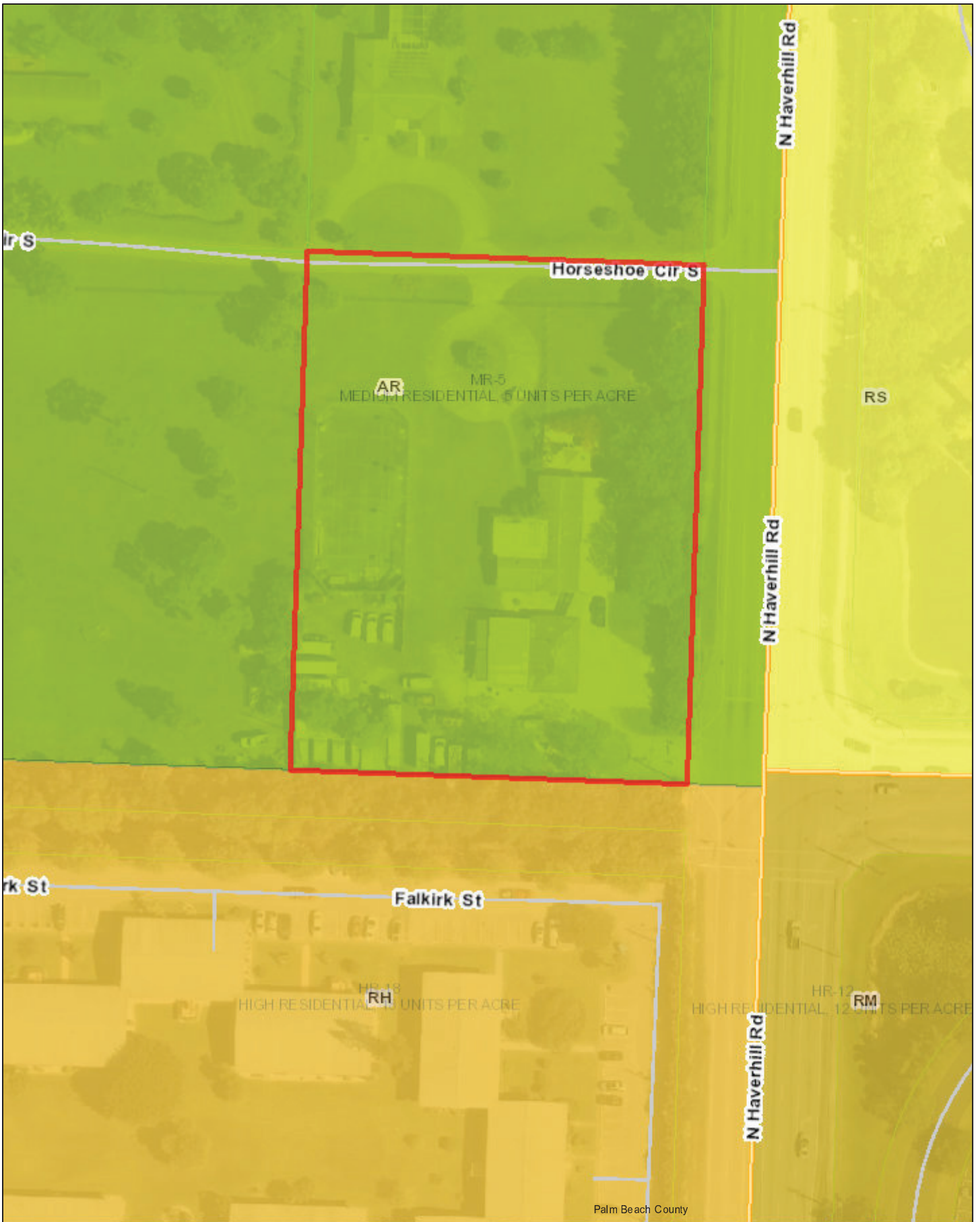
Please contact Monitoring at (561) 233-5300 to confirm status of approval.

Please see the approved site plan and any denoted "tabular or site data" for approved details.

Prepared by: Nate Wicke, Site Planner I

Attachment(s):

This form shall remain valid for six months from the date of issuance; unless a subsequent ULDC change or interpretation has occurred that results in a different conclusion. Staff has prepared this response based on the information submitted and the information available in our records. Should any of the information relied on by Zoning staff be incorrect, this response may not be valid. Nothing herein shall relieve any person of any requirements of this Code or other applicable provisions of federal, state law, or local ordinances. If there exists a conflict between any information included herein and the laws, rules, codes, or ordinances, such laws, rules, codes, or ordinances shall prevail. Please be aware that other code requirements may apply prior to any development activity taking place on site, including, but not limited to: Monitoring, Planning, Concurrency, Subdivision, Platting, Vegetation Removal, Building Permit or Architectural Review. For information on these requirements, contact the appropriate department or agency. General information can be obtained from our website at [www.pbcgov.com](http://www.pbcgov.com)



May 2, 2017

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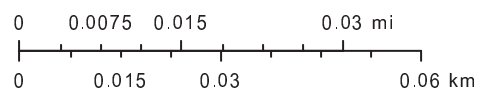


EXHIBIT D

ARTICLE 4, USE REGULATIONS  
SUMMARY OF AMENDMENTS

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- c. **Lot Size**  
A minimum of 10,000 square feet or the minimum requirement of the zoning district, whichever is greater.
- d. **Frontage**  
A minimum of 100 feet of frontage or the minimum requirement of the zoning district. [Ord. 2005 – 002]
- e. **Access**  
If located in a residential FLU designation, access shall be provided from a Collector or Arterial Street.
- f. **Maximum Number of Patient Beds**
  - 1) All FLU designations except RR: One bed per 1,000 square feet of lot area.
  - 2) RR FLU designation: 0.25 bed per 1,000 square feet of lot area.

\*\*\* 13. **Place of Worship**

- a. **Definition**  
An establishment which may include a retreat, convent or other similar use, owned or operated by a tax-exempt religious group that is used periodically, primarily or exclusively for religious worship, activities or related services. [Ord. 2005-041] [Ord. 2006-013]
- b. **Existing Approvals**  
Applicants may seek abandonment of the existing Place of Worship approval and apply for DRO Approval at any time. Prior approvals may be continued to be utilized subject to the limitations in Art. 2.D.1.G, Modifications to Prior Development Orders. A Development Order exceeding the thresholds in Art. 2.D.1.G shall be subject to a Development Order Abandonment (ABN) and a concurrent request for a DRO Approval.
- c. **Location**  
A Place of Worship shall be prohibited unless in compliance with one of the following:
  - 1) A Place of Worship greater than or equal to 15,000 square feet, including accessory uses, shall have frontage on and access from an Arterial or Collector Street.
  - 2) A Place of Worship greater than or equal to 5,000 square feet and less than 15,000 square feet, including accessory uses, shall have frontage on and access from an Arterial, Collector or Local Commercial Street.
  - 3) A Place of Worship less than 5,000 square feet, including accessory uses, may have frontage on and access from a Local Residential Street.
- d. **Development Thresholds**  
A Place of Worship shall be exempt from the requirements under Development Thresholds in Art. 4, Use Regulations.
- e. **Limited Temporary Sales**  
Temporary sales, such as rummage, or bake sales, shall be Permitted by Right as an accessory use to a Place of Worship for a period of up to three consecutive days, limited to four times a year.

14. **Prison, Jail or Correctional Facility**

- a. **Definition**  
A government owned or operated facility in which people are legally held as a punishment for crimes they have committed or while awaiting trial.
- b. **Approval Exemption**  
Expansion of existing facilities shall be exempt from the Class A Conditional Use approval.

15. **School - Elementary or Secondary**

- a. **Definition**  
An institution of learning, whether public, private or charter, which conduct regular classes and courses of study required for accreditation as an elementary or secondary school approved by the Department of Education.
- b. **General**
  - 1) **Setbacks**  
All Schools shall comply with the zoning district setbacks unless stated otherwise herein. No setback shall be less than 25 feet regardless of the zoning district. [Ord. 2012-027]
  - 2) **South Florida Water Management District (SFWMD)**  
Boardwalks and education learning stations may be constructed within wetland areas subject to approval by the SFWMD.
    - a) **Preservation**  
Prior to commencement of construction, lot clearing or any other site development, preparation, all applicable permits shall be obtained in conformance with Article 9, Archaeological and Historic Preservation.
    - b) **Wetlands Permits**  
On site wetlands required by the SFWMD shall be preserved. Boardwalks and education learning stations may be constructed within wetland areas subject to approval by the SFWMD.
    - c) **Construction Documents**  
Prior to site plan approval by the DRO review, construction documents for wetland restoration, landscaping, and vegetation restoration shall be reviewed and approved by ERM.

## MASTER DISCLOSURE FORM AND NOTES

Pursuant to Florida Statutes, Ch. 475, Lewis Realty Group, L.L.C. makes the following disclosures:

I. In the above transaction, Lewis Realty Group, L.L.C. represents:

- (a) The Lessee/Buyer exclusively.
- (b) The Lessor/Seller exclusively.
- (c) Transaction Broker (See attached)

II. In the above transaction, Lewis Realty Group, L.L.C. shall receive its compensation from:

- (a) The Lessee/Buyer
- (b) The Lessor/Seller exclusively.
- (c) Both the Lessee/Buyer and Landlord/Seller and such payment is expressly consented to by the parties by their execution hereof.

### NOTICE TO BUYER(S) AND SELLER(S)

III. Additional expenses (e.g., attorneys' fees, taxes, title insurance, escrow fees, documentation fees, recording fees, discount points, survey charges, mortgage or service fee, engineering inspection fees, or insurance) may be incurred by Buyer or Seller according to the Agreement, prior to or at the time of closing. Please consult your counsel for more information regarding your specific transaction.

### NOTICE TO BUYER(S) AND LESSEE(S) - RADON

IV. **"RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

### INVESTIGATION AND ANALYSIS

V. Information contained in the property presentations came from third parties. Tenants and Lessee/Buyer must rely SOLELY on their own investigations and analysis prior to purchasing or leasing property. Lewis Realty Associates, Inc. shall be held harmless from any negligence of third parties, mis-representations and information or action of ours or their agents.

### PURCHASE CONDITIONS AND REPRESENTATIONS

VI. The Lessor/Seller or Lewis Realty Group, L.L.C. cannot represent the past, present and future financial conditions of the property, including the income and expenses.

THIS PROPERTY IS BEING SOLD IN **"AS IS, WHERE IS"** CONDITION.

The parties named below acknowledge, agree with and consent to the representation and compensation disclosed above.

Presented to the Lessee/Buyer: (ATTACHED TO MARKETING PACKAGES and CONTRACT OFFERING)



# MEMORANDUM

To: **SELLING BROKERS AND PROSPECTIVE PURCHASERS**  
From: Daniel P. Lewis, SIOR, CCIM; Lewis Realty Group, L.L.C.  
RE: **Purchase and Sale Properties**

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**Here are a few disclosures and notes for your information**

**AGENCY:**

- a. Lewis Realty Group, L.L.C. representing the Seller and selling Subject Property pursuant to the terms and conditions of a Listing Agreement, this Listing Presentation and this Memorandum.
- b. Daniel P. Lewis, a Florida licensed real estate broker and Listing Agent

**TRUST PROPERTY:**

- **AS-IS:** Sold in AS IS conditions with all faults and without representation of it's' conditions and use from the Seller nor Lewis Realty Group, L.L.C.

*PLEASE NOTE:* THE SELLER RESERVES THE SOLE AND EXCLUSIVE RIGHT TO ACCEPT OR REJECT ANY OFFERS OR BIDS AT ANYTIME AND FOR ANY REASON, INCLUDING FULL PRICE OFFERS. THE PURCHASER/BIDDER MAY, AND WILL, NOT CONTACT THE SELLER DIRECTLY or INDIRECTLY.

ANY INFORMATION STATEMENT, FACTS AND FIGURES PRESENTED HEREIN, WHILE NOT GUARANTEED OR WARRANTED, ARE SECURED FROM SOURCES WE CONSIDER RELIABLE AND AUTHORITATIVE, HOWEVER, WE ARE NOT RESPONSIBLE FOR MIS-STATEMENTS OF FACTS, ERRORS, OMISSIONS, PRIOR SALE, WITHDRAWAL FROM MARKET OR CHANGE IN PRICE WITHOUT NOTICE.

**COOPERATING BROKERS:** We at Lewis Realty Group, LLC are most anxious to cooperate with you concerning co-brokering our exclusive listings. This memo is written to help you understand our policy for registering or referring prospects.

There are two ways that we may work together when you present a Lewis Realty Group, LLC listing to your prospect:

1. You may choose to represent your prospects side of the transaction. In this case, we are pleased to split all collected commissions with you on a 50%/50% basis. Unlike certain area Brokers, you will receive a full fifty percent (50%) on the total commission collected. **Unlike certain area brokers, we do not penalize or charge our co-broker by retaining a portion of the fee for alleged marketing and advertising expenses.** All fees are paid out of the proceeds of a closing, whether it is a Lease or Sale.

2. If, however, you decide to refer your prospect to Lewis Realty Group, LLC and allow our firm to complete the transaction, a referral fee of twenty percent (20%) of the total collected commission by selling broker will be paid to you for the introduction.

If you choose to represent your prospect, we will be happy to register them if one of the following occurs:

1. You present a written letter, email or fax of authorization from your prospect naming you as their representative.
2. One of our agents from Lewis Realty Group, LLC meets with you and your prospect.

When your prospect is registered, you will be protected for ninety (90) days from direct dealings between your registered prospect and Lewis Realty Group, LLC.

If you are a Principal or affiliate of the Principal acting as a Broker, you will not be acknowledged or compensated as a Broker.

Should another Broker present an offer on behalf of your previously registered prospect during your protection period, Lewis Realty Group, LLC will protect and share the commission with the broker whose offer culminates in an executed transaction, unless the Buyer agrees to pay you or the other broker and provides Lewis Realty Group, LLC with a Hold Harmless Release Statement.

All commissions are paid out of the proceeds of a sale or lease. In other words, if there is no closing there will be no commission.

Lewis Realty Group, LLC makes every attempt to make your registration process simple without you having to sign a multiple page registration contracts. We hope this memo will help alleviate any confusion concerning co-brokering deals. If you have any questions, please give us a call. We look forward to completing many transactions with you. *Thank you!*

**This Information is attached to the Offering Package**