

**CITY OF MARATHON, FLORIDA
RESOLUTION 2006-002**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING THE REQUEST BY THE BOAT HOUSE ASSOCIATES, INC. FOR AN AMENDMENT TO A MAJOR CONDITIONAL USE PERMIT, PURSUANT TO SECTION 9.5-69 OF THE CITY OF MARATHON CODE, AUTHORIZING THE REDEVELOPMENT OF A HOTEL, MARINA, AND COMMERCIAL FLOOR AREA, AT PROPERTY LOCATED AT 12399 AND 12411 OVERSEAS HIGHWAY, AND LEGALLY DESCRIBED AS PART OF GOVERNMENT LOT 3, SECTION 5, TOWNSHIP 66 SOUTH, RANGE 33 EAST, FAT DEER KEY, MONROE COUNTY, FLORIDA, HAVING REAL ESTATE NUMBERS 00100360-000000, 00100370-000000, 00100370-000100, 00100380-000000, 00100390-000000, 00100400-000000, 00100410-000000, 00100420-000000, AND 00100430-000000

WHEREAS, on November 21, 2005, the City of Marathon Planning Commission and on December 13, 2005, the City of Marathon City Council, conducted properly advertised public hearings regarding the request submitted by The Boat House Associates, Inc. (the "Applicant"), for an amendment to a major conditional use permit pursuant to Sections 9.5-69 of the City Code (the "Code"); and

WHEREAS, the purpose of the amendment to the major conditional use permit is to allow the Applicant to redevelop the existing hotel, marina, and commercial floor area (the "Proposed Use") at the Property under the City's new Hotel/Motel Ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

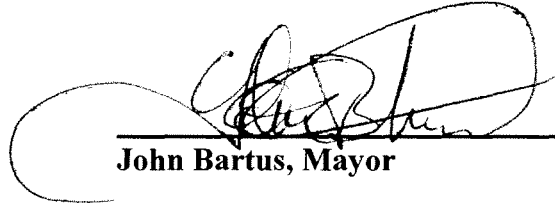
Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The City Council hereby approves Development Order Number 2006-01, a copy of which is attached hereto as Exhibit "A", granting an amendment to a major conditional use to the Applicants for the Proposed Use. The Director of Planning is authorized to sign the Development Order on behalf of the City.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Marathon, Florida, this 10th day of January, 2006.

THE CITY OF MARATHON, FLORIDA



John Bartus, Mayor

AYES: Bull, Mearns, Miller, Pinkus, Bartus
NOES: None
ABSENT: None
ABSTAIN: None

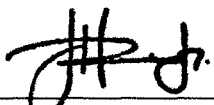
ATTEST:



Cindy L. Ecklund
City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:



City Attorney



**CITY OF MARATHON, FLORIDA
MAJOR CONDITIONAL USE
DEVELOPMENT ORDER # 2006-01**

A DEVELOPMENT ORDER APPROVING THE AMENDMENT TO A MAJOR CONDITIONAL USE APPLICATION SUBMITTED BY THE BOAT HOUSE ASSOCIATES, INC., FOR AN AMENDMENT TO A MAJOR CONDITIONAL USE PERMIT, PURSUANT TO SECTION 9.5-69 OF THE CITY OF MARATHON CODE, AUTHORIZING THE REDEVELOPMENT OF AN EXISTING HOTEL, MARINA, AND COMMERCIAL FLOOR AREA, AT PROPERTY LOCATED AT 12399 AND 12411 OVERSEAS HIGHWAY, AND LEGALLY DESCRIBED AS PART OF GOVERNMENT LOT 3, SECTION 5, TOWNSHIP 66 SOUTH, RANGE 33 EAST, FAT DEER KEY, MONROE COUNTY, FLORIDA (THE "PROPERTY"), HAVING REAL ESTATE NUMBERS 00100360-000000, 00100370-000000, 00100370-000100, 00100380-000000, 00100390-000000, 00100400-000000, 00100410-000000, 00100420-000000, AND 00100430-000000; PROVIDING FOR A TERM OF THE APPROVAL; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, The Boat House Associates, Inc. (the "Applicant") owns the Property and applied for an Amendment to a Major Conditional Use approval to redevelop the existing hotel, marina, and commercial floor area on property which is located in the Suburban Commercial (SC) land use districts (the "Amendment Application"); and

WHEREAS, the Applicant submitted the Amendment Application to redevelop an existing hotel under the Ordinance 2004-17 which was adopted in January 2005; and

WHEREAS, the City of Marathon Planning Commission (the "Commission"), in accordance with the provisions of Sections 9.5-22 and 9.5-69 of the City of Marathon Land Development Regulations (the "LDR's"), met to review the Amendment Application to determine its compliance with the applicable regulations on November 21, 2005; and

WHEREAS, the Commission recommended conditional approval of the Amendment Application to the City of Marathon City Council (the "Council"); and

WHEREAS, the Council, in accordance with the provisions of Sections 9.5-21 and 9.5-69 of the LDR's, met to review the Amendment Application to determine its compliance with the applicable regulations on December 13, 2005; and

WHEREAS, the Council has duly considered the recommendation of the Commission, and the information and documentary evidence submitted by the Applicant and does hereby find and determine as provided below.

FINDINGS OF FACT:

1. Based on the submitted site plan, the Property is 282,042 square feet (6.4748 acres). Currently the site is operating as a thirty (30) unit hotel, with two (2) commercial apartments, a 69 wet slip marina, and 46,485 square feet of commercial floor area (including dry storage slips). The Applicants are proposing to redevelop the Property into a condo-hotel with twenty-five (25) three-bedroom hotel units, a 47,316 square foot Boathouse, a 1,200 square foot Marina Store, and a 78 slip marina.
2. In accordance with Section 9.5-65 of the Code, the Commission and Council considered and determined the Applicants met the following criteria:
 - a. The Proposed Use is consistent with goals, objectives and policies of the City Comprehensive Plan (the "Plan") and Chapter 9.5 of the Code;
 - b. The Proposed Use is consistent with the character of the immediate vicinity of the parcel proposed for development;
 - c. The design of the Proposed Use minimizes adverse effects, including visual impacts, of the proposed use on adjacent properties;
 - d. The Proposed Use will not have an adverse effect on the value of surrounding properties;
 - e. The public facilities and services, including but not limited to roadways, park facilities, police and fire protection, hospital and medical services, hurricane shelter, drainage systems, refuse disposal, water and sewers, and schools are adequate; and
 - f. The Proposed Use complies with all additional standards imposed on it by the particular provisions of Chapter 9.5 of the Code, authorizing such use and by all other applicable requirements of the Code.

CONDITIONS IMPOSED:

Granting approval of the Amendment Application is subject to the following conditions:

1. Any commercial floor area above 46,485 square feet must obtain an NROGO allocation.
2. The Applicant will be required to install fire hydrants on the Property and a dry standpipe system along the docks, upon the recommendation of the Fire Department. All new buildings shall require the installation of sprinkler systems and otherwise comply with all Fire Alarm System and Life Safety Code Requirements prior to issuance of any building permits.
3. The two (2) affordable dwelling units shall be for rental and employee housing only and the applicant shall record a restrictive covenant prior to the issuance of any building permits for such units. The restrictive covenant shall be for a minimum of fifty (50) years and shall be renewable for two (2) fifty (50) year periods. The developer will enter into an agreement with the Middle Keys Community Land Trust (MKCLT) or other similar organization to provide services for both the initial and annual income qualifications of tenants of the affordable/workforce housing. This agreement shall be in place and approved by the City prior to the issuance of a certificate of occupancy for the affordable/working force housing units.

VIOLATION OF CONDITIONS:

The Applicants understand and acknowledge that they must comply with all of the terms and conditions herein, and all other applicable requirements of the City or other governmental agencies applicable to the use of the Property. In accordance with the Code, the Council may revoke this approval upon a determination that the Applicants or their successor or designee is in non-compliance with this Development Order or Code. Failure to adhere to the terms and conditions of approval contained herein is a violation of the Code and persons found violating the conditions shall be subject to the penalties prescribed therein.

CONCLUSIONS OF LAW:

Based upon the above Findings of Fact, the Council does hereby make the following Conclusions of Law:

1. The Application has been processed in accordance with the applicable provisions of the City Code, and will not be detrimental to the community as a whole;
2. In rendering its decision, as reflected in this Resolution, the Council has:
 - (a) Accorded procedural due process;
 - (b) Observed the essential requirements of the law; and
 - (c) Supported its decision by substantial competent evidence of record; and
3. The Application for an amendment to a major conditional use is hereby GRANTED subject to the conditions contained herein.

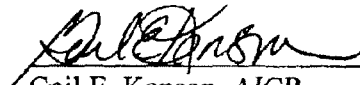
RECORDING:

The Applicants shall at their sole cost and expense, record a certified copy of this Development Order in the Public Records of Monroe County, Florida within five (5) days of receipt of same from the City. The Applicants shall provide the City with proof of the recording of the Development Order in accordance with the provisions of this paragraph.

EFFECTIVE DATE:

The Director of Planning shall sign this Development Order, and it shall not take effect for thirty (30) days following the date it is rendered/filed with the City Clerk. During that time, the major conditional use approval granted herein shall be subject to appeal as provided in the City Code. An appeal shall stay the effectiveness of this Development Order until said appeal is resolved.

11 Jan 04
Date




Gail E. Kenson, AICP
Planning Director

~~signed and filed with the City Clerk on 11 Jan 04~~

~~City Clerk of Monroe County~~

This Development Order was filed in the Office of the City Clerk of this 11 day of Jan 2006.


Cindy L. Ecklund, City Clerk

NOTICE

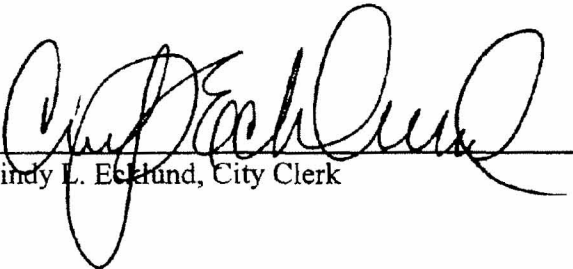
Section 9.5-72 (a) of Marathon City Code states that a conditional use permit shall not be transferred to a successive owner without notification to the Development Review Coordinator within five (5) days of the transfer.

Under the authority of Section 9.5-72(a) of the City of Marathon Land Development Regulations, this Development Order shall become null and void with no further notice required by the City, unless a complete building permit application for site preparation and building construction with revised plans as required herein is submitted to the City of Marathon Building Official within six (6) months of the expiration of the Department of Community Affairs appeal period or the date when the Department of Community Affairs waives its appeal and all required certificates of occupancy are procured with three (3) years of the date of this Development Order is approved by the City Council.

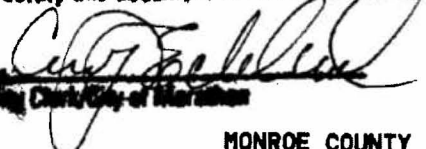
In addition, please be advised that pursuant to Chapter 9J-1, Florida Administrative Code, this instrument shall not take effect for forty-five (45) days following the rendition to the Florida Department of Community Affairs. During that forty-five days, the Florida Department of Community Affairs may appeal this instrument to the Florida Land and Water Adjudicatory Commission, and that such an appeal stays the effectiveness of this instrument until the appeal is resolved by agreement or order.

CERTIFICATE OF SERVICE

A true and correct copy of the above and foregoing Resolution was furnished, via U.S. certified mail, return receipt requested, addressed to The Boat House Associates, Inc., PO Box 501267, Marathon, Florida 33050, this 11 day of Jan 2006.


Cindy L. Ecklund, City Clerk

I certify this document to be a True and Correct Copy of the original.


City Clerk, City of Marathon

01/11/06
Date

MONROE COUNTY
OFFICIAL RECORDS



**CITY OF MARATHON, FLORIDA
MAJOR CONDITIONAL USE
DEVELOPMENT ORDER # 2006-01**

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WHEREAS, the Commission recommended conditional approval of the Amendment Application to the City of Marathon City Council (the "Council"); and

WHEREAS, the Council, in accordance with the provisions of Sections 9.5-21 and 9.5-69 of the LDR's, met to review the Amendment Application to determine its compliance with the applicable regulations on December 13, 2005; and

WHEREAS, the Council has duly considered the recommendation of the Commission, and the information and documentary evidence submitted by the Applicant and does hereby find and determine as provided below.

FINDINGS OF FACT:

1. Based on the submitted site plan, the Property is 282,042 square feet (6.4748 acres). Currently the site is operating as a thirty (30) unit hotel, with two (2) commercial apartments, a 69 wet slip marina, and 46,485 square feet of commercial floor area (including dry storage slips). The Applicants are proposing to redevelop the Property into a condo-hotel with twenty-five (25) three-bedroom hotel units, a 47,316 square foot Boathouse, a 1,200 square foot Marina Store, and a 78 slip marina.
2. In accordance with Section 9.5-65 of the Code, the Commission and Council considered and determined the Applicants met the following criteria:
 - a. The Proposed Use is consistent with goals, objectives and policies of the City Comprehensive Plan (the "Plan") and Chapter 9.5 of the Code;
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CONDITIONS IMPOSED:

Granting approval of the Amendment Application is subject to the following conditions:

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VIOLATION OF CONDITIONS:

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CONCLUSIONS OF LAW:

Based upon the above Findings of Fact, the Council does hereby make the following Conclusions of Law:

1. The Application has been processed in accordance with the applicable provisions of the City Code, and will not be detrimental to the community as a whole;
2. In rendering its decision, as reflected in this Resolution, the Council has:
 - (a) Accorded procedural due process;
 - (b) Observed the essential requirements of the law; and
 - (c) Supported its decision by substantial competent evidence of record; and
3. The Application for an amendment to a major conditional use is hereby GRANTED subject to the conditions contained herein.

RECORDING:

The Applicants shall at their sole cost and expense, record a certified copy of this Development Order in the Public Records of Monroe County, Florida within five (5) days of receipt of same from the City. The Applicants shall provide the City with proof of the recording of the Development Order in accordance with the provisions of this paragraph.

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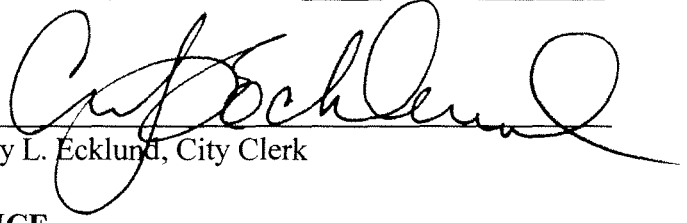
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11 Jan 04
Date



Gail E. Kenson, AICP
Planning Director

This Development Order was filed in the Office of the City Clerk of this 11 day of Jan, 2006.


Cindy L. Ecklund, City Clerk

NOTICE

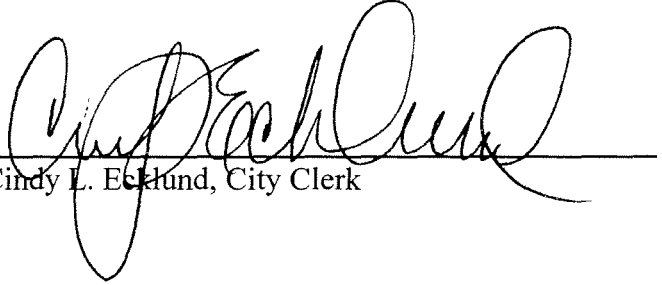
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CERTIFICATE OF SERVICE

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Cindy L. Ecklund, City Clerk

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$	4-44 LIB Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

7004 2510 0002 0509 8872

Sent To
 The Boat House, Inc.
 Street, Apt. No.,
 or PO Box No. PO Box 501267
 City, State, ZIP+4
 Marathon FL 33050

PS Form 3800, June 2002 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) Yareli</p> <p>C. <input checked="" type="checkbox"/> Agent of Delivery <input type="checkbox"/> Addressee</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p style="font-size: 1.2em; margin-left: 20px;">The Boat House, Inc. PO Box 501267 Marathon, FL 33050</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number (Transfer from service label)</p> <p style="font-size: 1.2em; text-align: center;">2288 6050 2000 0752 4002</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>

Sponsored by: Puto

**CITY OF MARATHON, FLORIDA
RESOLUTION 2006-002**

Doc# 1565036
Bk# 2185 Pg# 434

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING THE REQUEST BY THE BOAT HOUSE ASSOCIATES, INC. FOR AN AMENDMENT TO A MAJOR CONDITIONAL USE PERMIT, PURSUANT TO SECTION 9.5-69 OF THE CITY OF MARATHON CODE, AUTHORIZING THE REDEVELOPMENT OF A HOTEL, MARINA, AND COMMERCIAL FLOOR AREA, AT PROPERTY LOCATED AT 12399 AND 12411 OVERSEAS HIGHWAY, AND LEGALLY DESCRIBED AS PART OF GOVERNMENT LOT 3, SECTION 5, TOWNSHIP 66 SOUTH, RANGE 33 EAST, FAT DEER KEY, MONROE COUNTY, FLORIDA, HAVING REAL ESTATE NUMBERS 00100360-000000, 00100370-000000, 00100370-000100, 00100380-000000, 00100390-000000, 00100400-000000, 00100410-000000, 00100420-000000, AND 00100430-000000

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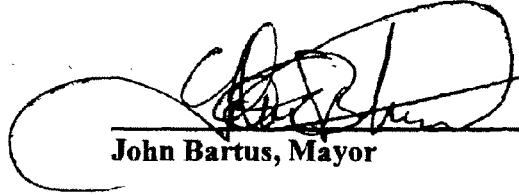
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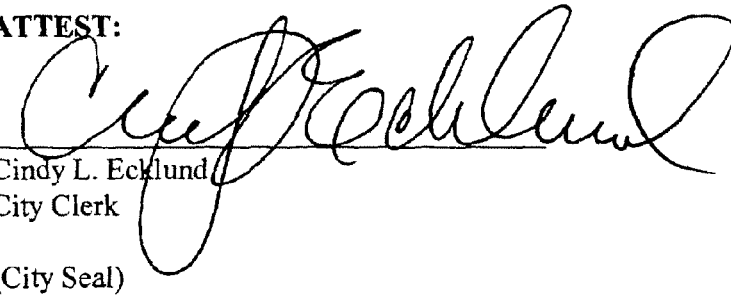
THE CITY OF MARATHON, FLORIDA



John Bartus, Mayor

AYES: Bull, Mearns, Miller, Pinkus, Bartus
NOES: None
ABSENT: None
ABSTAIN: None

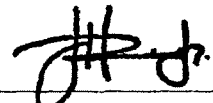
ATTEST:



Cindy L. Ecklund
City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:



City Attorney

**This instrument prepared by,
and after recording return to:**

City Clerk
City of Marathon, Florida
10045-55 Overseas Highway
Marathon, Florida 33050

DECLARATION OF AFFORDABLE HOUSING RESTRICTIONS

THIS AGREEMENT AND DECLARATION OF AFFORDABLE HOUSING RESTRICTIONS (“Declaration”) is made and entered into this 12th day of March, 2007, by and between BOAT HOUSE ASSOCIATES, INC., a Florida corporation, whose principal mailing address is 6805 Overseas Highway, Marathon, FL 33050 (“Declarant”) and the City of Marathon, a Florida municipal corporation, whose principal mailing address is 10045-55 Overseas Highway, Marathon, Florida 30050 (the “City”).

RECITALS:

1. Declarant is the fee simple title owner to certain real property (the “Property”) located in the City of Marathon, Monroe County, Florida, which is more particularly described as:

SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT “A”
(Attachment consists of one page.)

2. Declarant is the recipient of two (2) ROGO exempt Affordable Housing Residential Units which must follow the Affordable Housing requirements pursuant to the City’s Rate of Growth Ordinance and the City’s Comprehensive Plan.
3. In consideration of the Declarant’s receipt of its Affordable Housing Residential Unit Allocations, and the waiver of fees as set forth herein, and for other good and valuable consideration, Declarant hereby covenants with the City of Marathon, a political subdivision of the State of Florida, its successors or assigns, for itself, its heirs and successors that the property described herein is subject to and bound by the Affordable Housing Restrictions hereinafter set forth, each and all of which is and are for the benefit of the Property, shall run with the land, and are enforceable by the City, its successors and assigns.

NOW, THEREFORE, the Declarant agrees that the Property shall be held and

conveyed subject to the following Affordable Housing Restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interests in the Property or any part thereof, their heirs, successors and assigns for the entire term of this Declaration.

THE DECLARANT AGREES AND CERTIFIES THAT AS THE OWNER OF THE PROPERTY DESCRIBED HEREIN, THERE IS A CAP AND RESTRICTION UPON THE SALE OR OTHER CONVEYANCE OF THE SUBJECT PROPERTY. IN ORDER TO CONVEY THE PROPERTY, THE DECLARANT, HIS/HER/ITS SUCCESSORS OR ASSIGNS MUST COMPLY WITH THE FOLLOWING:

- A. The prospective purchaser or occupant must be a qualified purchaser or occupant under the City of Marathon Affordable Housing Restrictions as set forth in Section 9.5-266(a)(4) and (5) of the City Code (as may be amended), or the City’s successors or assigns, as a precondition of the purchase or other conveyance of the subject property. A valid Certificate of Compliance issued by the City of Marathon, its successors or assigns, within 30 days of the prospective conveyance must be recorded in the Public Records of Monroe County contemporaneously with the recording of the deed of conveyance.**
 - B. The Deed, or other document of conveyance must make specific reference to this document by name and the OR Book and Page where it is recorded in the Public Records of Monroe County.**
 - C. The Deed, or other document of conveyance, must state, in bold print of at least 14 point font, on the first page of the document, immediately following the legal description the phrase, “THIS PROPERTY IS SUBJECT TO AFFORDABLE HOUSING RESTRICTIONS WHICH MAY EFFECT ITS SALE OR CONVEYANCE”.**
1. **Restrictions.** Declarant hereby covenants, agrees and certifies, in so far as the rights, powers, interests and authority of the Declarant is concerned, that development, sale, lease, or other conveyance of the Property shall be in accordance with the City’s Affordable Housing Restrictions as set forth in the provisions of Section 9.5-266(a)(4) and (5) of the City Code (as may be amended).
 2. **Impact Fees.** Under the provisions set forth in Chapter 9.5 of the City Code, any persons, including any governmental agency, prior to receiving a building permit for any new land development activity shall pay “Fair Share Impact Fees”.
 3. **Waiver of Impact Fees.** Under the Affordable Housing Provisions set forth in Chapter 9.5 of the City Code, the owner or owners of the above described real Property have been exempted from payment of “Fair Share Impact Fees” for a

(check one) a single family, multi-family unit , a mobile home dwelling to be constructed on said real property.

4. **City.** This Declaration is intended to benefit and run in favor to the City.
5. **Enforcement.** This Declaration may be enforced by the City at law or in equity or as a code compliance action against any party or person violating, or attempting to violate, any of the covenants and restrictions contained herein. The remedies available to the City shall include, but are not limited to, obtaining a court order requiring the Declarant or his/her successor or assigns to comply with the City's affordable housing regulations in effect at the time of such order, and compelling the Property's continuing compliance with the affordable housing regulations until this Declaration has expired. 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, reasonable attorneys' fees and costs as well as attorneys' fees and cost incurred in enforcing this prevailing parties attorneys' fees provision. This enforcement provision shall be in addition to any other remedies available at law or in equity.
6. **Term.** The restrictions, covenants and conditions of this Declaration shall run with the land for a term of fifty (50) years from the date of the issuance of a Certificate of Occupancy issued by City of Marathon, its successors or assigns, for the dwelling unit or units to which this covenant applies, and which shall automatically renew for two (2) 50-year periods. If any provision or application of this Declaration would prevent this Declaration from running with the land as aforesaid, such provision and/or application shall be judicially modified, if possible, to reflect the intent of such provision or application and then shall be enforced in a manner allowing the covenant, conditions, and restrictions to so run with the land.
7. **Amendments.** All amendments hereto shall be in writing and must be signed by the Declarant and the City. All amendments hereto shall be recorded in the Public Records of Monroe County, Florida, and shall not be valid until recorded.
8. **Paragraph Headings.** Paragraphs headings, where used herein, are inserted for the convenience only and are not intended to be a part of this Declaration or in any way defined, limited or described to be a part of this Declaration in the Public Records of Monroe County, Florida, and shall not be valid until recorded.
9. **Effective Date.** This Declaration shall become effective upon date of execution by both parties hereto or the date of recordation of this Declaration in the Public Records of Monroe County, Florida, which ever is later.
10. **Governing Law.** This Declaration and the enforcement of the rights and obligations established hereby shall be subject to and governed by the laws of the State of Florida.

11. **Recordation.** Declarant shall at its sole cost and expenses, record this Declaration in the Public Records of Monroe County, Florida within fifteen (15) days of the execution hereof by both the Declarant and the City. Declarant shall provide the City with proof of the recording of the Declaration in accordance with the provisions of this paragraph. Failure to record these restrictions shall entitle the City to refuse to issue the Certificate of Occupancy for the dwelling unit or units to which this covenant applies, and to other remedies, legal or equitable, available to the City to assure compliance with these Restrictions.

12. **Authorization for City to Withhold Permits and Inspections.** If the terms of this Declaration are not being complied with, in addition to any other remedies available at law or in equity, the City is hereby authorized after notice and an opportunity to cure, to withhold any permits regarding the Property or any portion thereof, and to refuse to make any inspections or grant any approvals for the Property or any portion thereof, until such time as the Declarant or its successor or assigns is in compliance with the covenants of this Declaration. The determination of non-compliance and to withhold permits, inspections, or approvals shall be by the Director of Planning and shall be subject to the appeal provision of the City's land development regulations.

IN WITNESS WHEREOF, Declarant, has caused these presents to be executed on day and year first above written. the

Signed, sealed and delivered in the presence of:

DECLARANT

BOAT HOUSE ASSOCIATES, INC., a Florida corporation

By: [Signature]
Pritam Singh, President

[Signature]
Printed Name: JOAN R. ALLISON, MT

[Signature]
Printed Name: L. MICHELLE KOPY

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 27th day of March, 2007, by PRITAM SINGH, as President of BOAT HOUSE ASSOCIATES, INC., a Florida corporation, who personally appeared before me, and is/are ~~personally known to~~ me or have produced _____ as identification and acknowledged executing the foregoing document.

[Signature]
Notary Public, State of Florida

Printed Name: Sandra M. Robinson
My commission expires: 12/28/08



Agreed and accepted this 21 day of March, 2007.

THE CITY OF MARATHON, a Florida Municipal Corporation

By: Michael H. Puto
Michael H. Puto, City Manager

ATTEST:

Diane Clavier
Diane Clavier
City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:

BY: JH Jr.
CITY ATTORNEY

EXHIBIT A

LEGAL DESCRIPTION

Unit 203 and 204 of BOAT HOUSE/CORAL LAGOON DEVELOPMENT

Two second story single family units located above the pool/bath structure for the subject property.

Property Appraiser's Folio No. RE 000100390-000000


JOINDER, CONSENT, AND SUBORDINATION

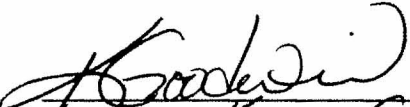
The undersigned hereby certifies that ORION BANK, a Florida banking corporation, is the holder of a mortgage, lien or other encumbrance upon the above-described Property, and that the undersigned hereby joins in and consents to the foregoing instrument by the Owner thereof (the "Declarant") and agrees that its mortgage, lien or other encumbrances, which were recorded in Official Records Book 2156 at Page 692, Official Records Book 2156 at Page 721, Official Records Book 2156 at Page 735, and Official Records Book 2255 at Page 1716 of the Public Records of Monroe County, Florida, shall be subordinated to the foregoing Declaration of Affordable Housing Restrictions.

Signed, sealed, and delivered
in the presence of:

ORION BANK, a Florida corporation


Print Name: M.L. BEAUMONT

By 
Name: Jeffrey Smith
Its: Sr. Vice President

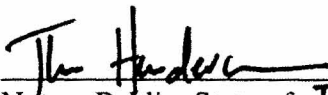

Print Name: Karen Goodwin

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by Jeff Smith, as Sr. Vice President, who is personally known to me or who produced _____ as identification, and who did/did not take an oath.




Notary Public, State of Florida
Printed Name: John Henderson
My commission expires: 12/12/2004