

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2014-145**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING THE REQUEST BY MARION JOHNSON FOR A FINAL PLAT PURSUANT TO CHAPTER 102, ARTICLES 10 AND 12 OF THE CITY OF MARATHON LAND DEVELOPMENT REGULATIONS (CODE) ENTITLED “PLATTING,” AND “SUBDIVISION REGULATIONS” RESPECTIVELY; PROVIDING FOR AUTHORIZING FINAL SIGNATURE AND RECORDATION OF ALL FINAL PLAT DOCUMENTS; PARTICULARLY, FOR A PORTION OF A SUBDIVISION KNOWN AS ‘COCO PLUM BEACH’, WHICH IS DESCRIBED AS BEING A REPLAT OF A PORTION OF LOT 11, BLOCK 14, COCO PLUM BEACH SUBDIVISION, FAT DEER KEY, MONROE COUNTY, FLORIDA, HAVING REAL ESTATE NUMBER 00365340-000000 AT APPROXIMATELY MILE MARKER 53.**

**WHEREAS**, Marion Johnson filed an Application on May 10<sup>th</sup>, 2013 for approval to Re-Plat property located at 1690 Coco Plum Drive, having Real Estate Number 00365640-000000, into six (6) single family residential lots pursuant to Chapter 177, Florida Statutes and Chapter 102, Articles 10, of the City of Marathon Land Development Regulations (LDRs); and

**WHEREAS**, on the day of 4<sup>th</sup> day of June, 2013, the Technical Review Committee met to review and provide comments on the proposed re-Plat; and

**WHEREAS**, on the 17<sup>th</sup> day of June, 2013 the Planning Commission reviewed the application and staff report concerning the proposed re-Plat, accepted public comment and based on the conditions outlined in the staff report, provided a recommendation of conditional approval for the proposed re-Plat; and

**WHEREAS**, on or about July 11, 2014 the Applicant submitted revised documents for the proposed Re-plat which were responsive to both staff comments and Planning Commission conditions and which provided necessary environmental permitting for the site: and

**WHEREAS**, on the 20<sup>th</sup> day of October, 2014 the City of Marathon Planning Commission (the “Commission”) reviewed and recommended approval of the final re-plat with several conditions; and

**WHEREAS**, on the 12<sup>th</sup> day of November 2014, the City Council (the “Council”) reviewed the Applicant’s proposal finding that the final Re-plat documents were compliant with the terms of Chapter 177, Florida Statutes and the Chapter 102, Articles 10 and 12 of the City LDR’s; and

**WHEREAS**, due process was afforded to the parties, the essential requirements of law were adhered to and competent and substantial evidence was presented, the Council voted to approve the Final Re-Plat; and

**WHEREAS**, the purpose of the Final Plat assures that Marion Johnson has complied with all subdivision and plat filing requirements of Chapter 103, Articles 10 and 12 and Florida Statutes Chapter 177.

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

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

**Section 2. Approval of Plat.** The final plat, an unsigned copy of which is attached hereto as Exhibit "A", is hereby approved for signature and recordation and otherwise has complied with or must meet all conditions of the re-Plat as follows:

1. The Final Plat delineates the existing mangrove fringe with a recalculated 'Upland Buildable Area' reflecting the mangroves on each lot.
2. The Final Plat Approval furnishes the City with a stormwater easement at the perimeter of each lot property line.
3. Final plat shall include language regarding owner-signed consent and acknowledgement for wastewater and stormwater assessment for future development of the properties.
4. The Final Plat Approval, establishes an easement for shared driveway access to the street for each lot as follows:
  - a. Lot 1 shall have individual drive access to Coco Plum Drive.
  - b. Lots 2 & 3 shall share a drive access to Coco Plum Drive.
  - c. Lots 4 & 5 shall share a drive access to Coco Plum Drive.
  - d. Lot 6 shall have individual drive access to Avenue K.

**Section 3. Declaration of Restrictive Covenants.** Applicant shall record the Declaration of Restrictive Covenants attached hereto as Exhibit "B" contemporaneously with the recordation of the Plat approved herein.

**Section 4. Effective Date.** This resolution shall take effect immediately upon its adoption.

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**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 16<sup>th</sup> DAY OF DECEMBER, 2014.**

**THE CITY OF MARATHON, FLORIDA**

  
\_\_\_\_\_  
**Chris Bull, Mayor**


AYES: Keating, Kelly, Senmartin, Zieg, Bull  
NOES: None  
ABSENT: None  
ABSTAIN: None

**ATTEST:**

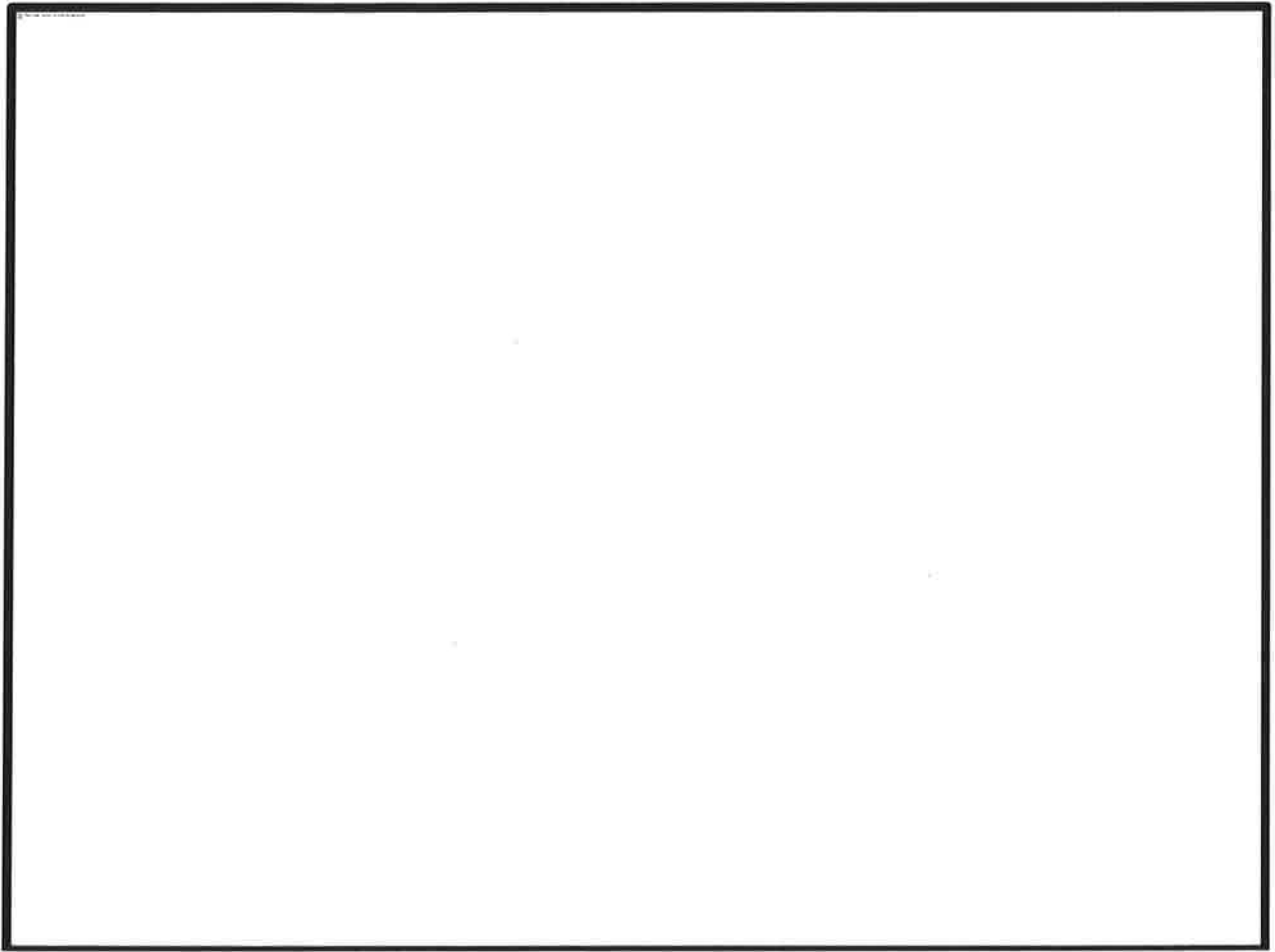
  
\_\_\_\_\_  
Diane Clavier, City Clerk

(City Seal)

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

  
\_\_\_\_\_  
Lynn M. Dannheisser, City Attorney

**EXHIBIT A**  
**Final Plat of Property**  
**(Original Re-plat to be attached at final adoption & signature)**





Return to and prepared by:  
FRANKLIN D. GREENMAN, P.A.  
5800 Overseas Highway, Suite #41  
Marathon, FL 33050

Doc# 2104220  
Bk# 2831 Pg# 1994

## DECLARATION OF RESTRICTIONS

I, Marion Johnson, Developer and fee owner of the following described real property in the City of Marathon, Monroe County, of Florida, the same being the real property now duly platted as Coco Plum Breeze, a subdivision within the County of Monroe as such plat is recorded at Official Records Book \_\_\_\_\_, Page \_\_\_\_\_ of the Public Records of Monroe County Florida, hereby make the following declarations as to limitations, restrictions, and uses to which the lots constituting such subdivision may be put, and hereby specify that such Declaration shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners in such subdivision, this Declaration of Restrictions being designed for the purposes of keeping such subdivision desirable, uniform, and suitable in design and use for residential purposes. The property is more particularly described as:

*Lot 11, Block 14, COCO PLUM BEACH SUBDIVISION according to the Plat thereof, recorded in Plat Book 4, Page 166 of the Public Records of Monroe County, Florida together with a tract of land consisting of a part of the vacated portion of Avenue "J" adjacent to and contiguous with Lot 11, Block 14, as shown on the plat of "Coco Plum Beach" a subdivision recorded in Plat Book 4, Page 166 of the Public Records of Monroe County, Florida, all in Section 4, Township 66 South, Range 33 East, Monroe County, Florida.*

The purposes of these restrictions is to ensure the use of the property within the subdivision for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness or the value of the property, and to maintain the desired tone the community, and thereby secure to reach lot owner the full benefit and enjoyment of his home, with no greater restriction on free and undisturbed use of his site than is necessary to ensure the same advantages to the other lot owners.

**Lots 1, 2, 3, 4, 5 and 6 in Coco Plum Breeze Subdivision are adjacent to wetland preservation areas which are protected by a Conservation Easement filed in the Public Records of Monroe County, Florida and is a part of the ownership of lots in Coco Plum Breeze Subdivision. These wetland preservation areas which are protected by the Conservation Easements may not be altered from their natural and permitted condition with the exception of removal of exotic or nuisance vegetation as identified in the Conservation Easement.**

- 1. These Deed Restrictions shall be in all deeds conveying lots in Coco Plum Breeze Subdivision, by reference to the book and page of the Public Records of Monroe County, where they are recorded. The reference to the book and page in the Public Record where these restrictions are recorded in each deed shall serve to renew these**

**deed restrictions and avoid their extinguishment by the Marketable Record Title Act, Fla. Stat. 712, in effect or as amended.**

2. No building or structure of any kind whatsoever other than a single dwelling house shall be erected on the property, and any such dwelling house shall be used for residential purposes only.
3. No mobile home, trailer, tent, shack, barn or other outbuilding or greater than 1000 sq. ft. be erected at any time, nor shall any structure of a temporary character be used as a residence.
4. No lot in Coco Plum Breeze may be subdivided, except solely for the purpose of adding land to an adjoining lot to form a building site larger than a single lot.
5. Each owner shall, at his sole cost and expense, maintain and repair his residence and all structures appurtenant thereto, including any signage required by the Conservation Easement (if not maintained by the Association), landscaping, driveways and yards keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear. Driveways which are shared between two lot owners shall be maintained and the cost thereof shall be shared equally by the two owners sharing said driveway.
6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose. Such animals as may be kept as pets shall not be permitted to annoy the neighbors by barking, howling, crying, or the making of other such noises, nor shall they be permitted on neighbors' property, and in each instance such activity shall be construed and considered to be a nuisance in violation of these restrictions. No dogs, cats or other household pets may be permitted to run loose in the neighborhood. Whenever outdoors, such pets shall be leashed or in a fenced enclosure.
7. The City of Marathon Ordinances and Land Use Regulations, along with the Department of Environmental Regulation relating to the maintenance of swales, berms and drainage features as depicted on the plat of Coco Plum Breeze, as well as the construction of seawalls and docks, state Law, ordinances and regulations relating to maintenance and repair, construction methodology, permitting and all other federal, state and local regulations that may impact on construction within the subdivision, are hereby incorporated within and made a part of these Restrictions and each property owner within the subdivision shall abide by them. Any violation of any local, state or federal rule, regulation, ordinance or statute shall also be a violation of these Deed Restrictions and may be subject to the enforcement proceedings referenced herein. No property owner shall inhibit drainage flow or capacity of the drainage system. The costs of restoring or repairing the drainage system shall be borne by the property owner where

- the damage is found. Those costs may be enforced by the Association or any lot owner, and the costs, plus attorney's fees, of enforcing this provision shall be a lien on the lot affected.
8. The Homeowners Association has the responsibility for the perpetual maintenance of the preserved wetlands within the Conservation Easement and shall take action, including but not limited to injunctive relief, assessments for maintenance of these areas, and other actions as necessary to enforce the conditions of the Conservation Easement.
  9. The Association shall be responsible for maintenance and/or financial assurances to provide for the perpetual maintenance of the preserved wetlands within the Conservation Easement.
  10. The Association shall be responsible for the perpetual maintenance of the signage required by the permits or Conservation Easement as required.

**THE ASSOCIATION AND RIGHTS TO ASSESSMENT:**

11. "The Association" shall refer to the Coco Plum Breeze Homeowners Association, Inc., a not for profit Florida Corporation, its successors and assigns.
  - a. Every owner of a lot in the subdivision shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a lot. Each member shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect any one lot. All decisions of the Association shall be by a majority of lot owners, one vote per lot, either present, or by proxy or written ballot at a meeting called for that purpose. Notice of any meeting may be made by hand delivery, U.S. Mail, or by electronic transmission.
  - b. The Association hereby covenants for each lot in the subdivision, and each owner of each lot is hereby deemed to covenant, whether or not it shall be so expressed in his deed, to pay to the Association assessments as herein defined. The assessment, together with interest, shall be a charge on the land for each lot against which such an assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessments fell due, but such personal obligation shall pass to the successors in title to such person or person. Such unpaid assessment may be recorded and enforced as a lien against the property as authorized by Fla. Stat. 720.3085 in effect, or as amended.
  - c. The Association may levy assessments on all, or some, lot owners for materials, supplies, furniture, labors, services, maintenance, repairs, structural, alterations, insurance, taxes or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by the Conservation Easements to protect the wetland preservation area and upland buffer, or by law or which



shall be necessary or proper in the opinion of the Board of Directors or the Association for the repair, maintenance, or operation of the swales, berms, and drainage features of the plat, and other common areas or uses for the benefit of the lot owners or for the enforcement of these Restrictions and the wetland preservation area and upland buffer which are protected by Conservation Easements.

12. These Restrictions shall operate as covenants running with the land for the benefit of any and all persons who now may own, or who may hereafter own, property in Coco Plum Breeze Subdivision, and such persons are specifically given the right to enforce these Restrictions through any proceedings, at law or in equity, against any person or persons violating or threatening to violate such Restrictions and to recover any damages suffered by them from any violation thereof. If litigation is required to enforce any of these Restrictions the prevailing party shall be entitled to recover their reasonable attorney's fees and costs.
13. The provision of this Declaration of Restrictions shall not be applicable to the Developer who submitted the property for platting. The Developer reserves the right to sell, lease, or rent lots to any purchaser, subject to the use restrictions imposed by this Declaration. The developer may transact any business in furtherance of the sale of lots including without limitation the right to maintain models, advertise on the premises, and place appropriate signs or advertising on property. In the event there are unsold parcels the Developer retains the right to ownership of those parcels on the same terms and obligations of other owners within the subdivision. So long as the Developer owns at least one lot in the subdivision these Declaration of Restrictions may not be amended.
14. Developer's consent notwithstanding anything to the contrary in this Declaration of Restrictions, or the Articles of Incorporation or Bylaws of the Association, this Declaration of Restrictions shall not be amended without the written consent of the Developer or his designee so long as the Developer owns any parcel in the subdivision in its capacity as developer.
15. All and each of the above restrictions, conditions, and covenants herein shall be perpetual, and shall be renewed by the reference to them, by the book and page of the Public Records of Monroe County, where they are recorded in every deed of conveyance of any and all property in Coco Plum Breeze Subdivision. Any provision, except those relating to the wetland preservation area and upland buffer which are protected by Conservation Easements, may be amended, after the 10<sup>th</sup> anniversary of the recording of these restrictions, by an instrument executed, with all the formalities of

a deed, by the then owners of a parcel of the lots in the Coco Palm Beach subdivision and duly acknowledged and recorded at the offices of the Clerk of the Court in Monroe County Florida.

Signed, sealed and delivered in the presence of

Vinod Singh  
Witness  
Printed Name of Witness

Marion Johnson  
Grantor

Vashti Singh Vashti S.  
Witness  
Printed Name of Witness:

STATE OF FLORIDA  
COUNTY OF MONROE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, public acts, and oaths, Marion Johnson, Grantor herein, who is personally known to me, or who has been personally known to me, as Florida Drivers License as identification and who (did not) take an oath, or who is the person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same for the purposes set out therein.

WITNESS my hand and official seal in full faith of the Law and State of Florida this 25 day of January, 2016



Jeremy Lee Whitehead  
Printed Notary Signature  
Jeremy Lee Whitehead